**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 – October 3, 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 Underhill.

3. Pledge of Allegiance to the Flag.

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

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

5. Commissioners' Forum.

6. Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation commending and congratulating Kara Johnson, a Property Acquisition Project Coordinator in the Real Estate Division of the Engineering Department, on her selection as the "Employee of the Month" for October 2019;

B. Adopt the Proclamation recognizing and congratulating Ms. Anne Peterson on receiving the 2019 Elaine Keir Memorial Outstanding Volunteer Leadership Award, and thanking her for her service to our community;

C. Adopt the Proclamation recognizing October 6 - 12, 2019 as National 4-H Week throughout Escambia County and encouraging all our citizens to recognize 4-H for the significant impact they have made and continue to make by empowering youth with the skills they need to lead for a lifetime;

D. Adopt the Proclamation proclaiming October 25 - November 1, 2019, as "Mobility Week" in Escambia County;

E. Ratify the Proclamation proclaiming Thursday, September 12, 2019, as "Troy Rafferty Day" in Escambia County, and commending and congratulating Mr. Rafferty on his many achievements;

F. Ratify the Proclamation congratulating the First Baptist Church of Ferry Pass on their building dedication, Sunday, September 15, 2019; and

G. Ratify the Proclamation commending and congratulating Jaila Roberts on being chosen as an ESPN Hometown Hero and wishing her much success in her future endeavors.

7. Retirement Proclamation.

Recommendation: That the Board ratify the Proclamation commending and congratulating John Danley, Interim Program Manager, Facilities Management Department, on 35 years of dedicated service.

8. Written Communication

A. June 19, 2019, Communication from Doug Westfall requesting Lien relief from property located at 300 Blk Western Pine Road.

Recommendation: That the Board review and consider the Lien relief request made by Doug Westfall, new owner of the property, against 300 Blk Western Pine Road.

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

After reviewing the request for forgiveness of liens, staff made the determination that the request does not fall within the criteria that would allow the County Administrator to act on the Board's behalf and grant relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Lien's, Section III, H2."

B. September 17, 2019, Communication from Rachel L. Johnson requesting Lien relief from property located at 29 Pen Haven Drive and 61 Pen Haven Drive.

Recommendation: That the Board review and consider the Lien relief request made by Rachel L. Johnson, against 29 Pen Haven Drive and 61 Pen Haven Drive.

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

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

10. 5:31 p.m. Public Hearing for consideration of the Petition to Vacate a Portion of Unopened Right-of-Way Known as Rentz Avenue, as petitioned by Michele Mayfield Slowey-Blankenship.

That the Board take the following action concerning the Petition to Vacate a Portion of Unopened Right-of-Way Known as Rentz Avenue:

A. Approve or deny the Petition to Vacate a Portion of Unopened Right-of-Way Known as Rentz Avenue (approximately 0.40 acres), as petitioned by Michele Mayfield Slowey-Blankenship;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

The real property mentioned in this Petition to Vacate is located in Commission District 2.

11. 5:32 p.m. Public Hearing for consideration of the Petition to Vacate a Portion of Unopened Right-of-Way Known as Boyd Avenue, as petitioned by Cindy A. Naumowicz, as Successor Trustee of the Marguerite Ann Arenberg Living Trust dated April 6, 2011, represented by Daniel P. Saba, Esquire.

That the Board take the following action concerning the Petition to Vacate a Portion of Unopened Right-of-Way Known as Boyd Avenue:

A. Approve or deny the Petition to Vacate a Portion of Unopened Right-of-Way Known as Boyd Avenue, (approximately 0.18 acres), as petitioned by Cindy A. Naumowicz, as Successor Trustee of the Marguerite Ann Arenberg Living Trust dated April 6, 2011, represented by Daniel P. Saba, Esquire;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

The real property mentioned in this Petition to Vacate is located in Commission District 4.

12. 5:33 p.m. Public Hearing to Consider an Ordinance to Repeal Section 99-1 - 99-2 and Dissolve the Escambia County Area Transit Authority as a Dependent Special District

Recommendation: That the Board adopt, and authorize the Chairman to sign, an Ordinance to repeal Volume I, Chapter 99, Section 99-1 through 99-2 of the Escambia County Code of Ordinances and dissolve the Escambia County Area Transit Authority as a Dependent Special District of Escambia County for the purpose of providing public transportation.

13. 5:34 p.m. Public Hearing Regarding the Fiscal year 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local Solicitation.

Recommendation: That the Board take the following action concerning the "Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2019 Local Solicitation":

A. Ratify the electronic submission of the Application for the "Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2019 Local Solicitation" funds; total estimated amount of funds for Escambia County, Florida, is $114,870;

B. Authorize the Sheriff of Escambia County, Florida, to act as the Implementing Agency and Designee for the Chairman of the Board of County Commissioners for the Grant Program, to include the following:

1. Review and approve the online Grant Application;
2. Make the necessary Assurances and Certifications as to the expenditure of funds under the Program; and
3. Sign or validate online any other Program requirements, as may be required by the funding authority; and

C. Authorize the Chairman to sign or validate online any other Program requirements, as may be required by the funding authority, relating to the Chief Executive of the County.

14. 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 August 31, 2019, Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended August 31, 2019, as required by Ordinance Number 95-13; on August 31, 2019, the portfolio market value was $345,933,653 and portfolio earnings totaled $930,540 for the month. The short term portfolio achieved a yield of 2.18%. The long-term CORE portfolio achieved a yield of 1.68%.

2. Recommendation Concerning Acceptance of TDT Collection Data for the Month of July 2019 Returns Received in August 2019

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the July 2019 returns received in the month of August 2019, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the eleventh month of collections for the Fiscal Year 2019; total collections for the month of July 2019 returns was $2,027,585.89; this is a 4.2% decrease from July 2018 returns; total collections year to date are 8.47% more than the comparable time frame in Fiscal Year 2018.

3. Recommendation Concerning a Document Provided for Filing with the Board's Minutes

That the Board accept, for filing with the Board's Minutes, the 2019 Annual Investment Report for Fiscal Year ended September 30, 2019, for the Escambia County Sheriff's Office.

4. Recommendation Concerning Disposition of Records

That the Board approve Records Disposition Document No. 695, for disposition of Board of County Commissioners' Records, Item 32, Minutes: Official Meetings, for the period of January 1, 2019, through May 31, 2019, in accordance with State Retention Schedule GS1, since the permanent records have been digitally imaged.

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held September 12, 2019;

B. Accept, for filing with the Board's Minutes, the Report of the Gary Sansing Public Forum held September 19, 2019;

C. Approve the Minutes of the Regular Board Meeting held September 19, 2019; and

D. Approve the Minutes of the Second Public Hearing of the Board of County Commissioners Regarding the Fiscal Year 2019-2020 County-Wide Budget held September 23, 2019.

# GROWTH MANAGEMENT REPORT

I. Public Hearing

1. Recommendation Concerning the Review of the Rezoning Cases Heard by the Planning Board on September 3, 2019

That the Board take the following action concerning the rezoning cases heard by the Planning Board on September 3, 2019:

A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2019-13 and Z-2019-14 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-2019-13** |
| Address: | 2071 Atwood Drive |
| Property Reference No.: | 18-1S-30-5201-000-024 |
| Property Size: | 3.50 (+/-) acres |
| From: | Com, Commercial district (25 du/acre) |
| To: | HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses (25 du/acre) |
| FLU Category: | MU-U, Mixed-Use Urban |
| Commissioner District: | 4 |
| Requested by: | Wiley C. "Buddy" Page, Agent for Dorothy Thompson, Owner |
| Planning Board Recommendation: | **Applicant requested that the case be pulled and the PB granted that request.** |
| Speakers: | Buddy Page |
| **2. Case No.:** | **Z-2019-14** |
| Address: | 9500 Hillview Drive |
| Property Reference: | 05-1S-30-0407-190-001 |
| Property Size: | 0.34 (+/-) acres |
| From: | MDR, Medium Density Residential district (10 du/acre) |
| To: | Com, Commercial district (25 du/acre) |
| FLU Category: | MU-U, Mixed-Use Urban |

| | |
|---|---|
| Commissioner District: | 5 |
| Requested by: | Wiley C. "Buddy" Page, Agent for Jennifer Reese, Owner |
| Planning Board Recommendation: | Denial |
| Speakers: | Buddy Page, Eric Reese, Jennifer Reese, Christine Pack, Larry Downs, Jr. |

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

   That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on September 3, 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 Amending the Future Land Use Map, LSA-2019-02

   That the Board of County Commissioners (BCC) review and transmit to the Department of Economic Opportunity (DEO), an Ordinance amending the Comprehensive Plan 2030, Chapter 7, the Future Land Use Element, Policy FLU 1.1.1, (LSA-2019-02) changing the FLU category of a parcel, which is located within Section 25, Township 1N, Range 30W, and which is identified as Parcel ID number 25-1N-30-1003-000-000 totaling 14.5 (+/-) acres, located on a private road, Pate Street, from Mixed-Use Urban (MU-U) to Industrial (I); changing a parcel within Section 25, Township 1N, Range 30W, and which is identified as Parcel ID number 25-1N-30-1006-000-000 totaling 11.0 (+/-) acres, located on Pate Street, from Mixed-Use Urban (MU-U) to Industrial (I); changing a parcel within Section 25, Township 1N, Range 30W, and which is identified as Parcel ID number 25-1N-30-1006-000-001 totaling 10.6 (+/-) acres, located on Pate Street, from Mixed-Use Urban (MU-U) to Industrial (I).

   This is the first of two public hearings before the Board of County Commissioners.

4. 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map, SSA-2019-02

   That the Board of County Commissioners (BCC) review and adopt an Ordinance amending Chapter 7, the Future Land Use Element, Policy FLU 1.1.1, (SSA-2019-02) changing the Future Land Use (FLU) category of a parcel within Section 52, Township 2S, Range 30W, Parcel ID number 2501-012-002, totaling 1.29 (+/-) acres, located on Coast Road, from Commercial (C) to Mixed-Use Urban (MU-U).

5. 5:48 p.m. - A Public Hearing Concerning the Review of Ordinance Amending the Future Land Use Map, LSA-2019-01

   That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Comprehensive Plan 2030, Chapter 7, the Future Land Use Element, Policy 1.1.1, (LSA-2016-01) changing the Future Land Use (FLU) category of a portion of a parcel, which is located within Section 04, Township 1S, Range 31W, and which is identified as a portion of Parcel ID number 05-1S-31-1101-000-000, parcel portion totaling 98.03 (+/-) acres and located West of the intersection of Interstate 10 and West Nine Mile Road/US Highway 90A and with an address of Navy OLF8: 5501 Frank Reeder Road and 9045 Security Place, from Public (P) to Mixed-Use Urban (MU-U) and amending Chapter 7, the Future Land Use Element, OBJ FLU 5.1 NFCU Urban Service Area Boundary Map to expand Navy Federal Credit Union Urban Service Area (NFCU-USA) by 98.03 (+/-) acres.

   This serves as the second of two public hearings.

6. Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on August 6, 2019

That the Board take the following action concerning the rezoning case heard by the Planning Board on August 6, 2019:

A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Case Z-2019-08 or remand the case back to the Planning Board; and
B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that were reviewed.

| | |
|---|---|
| **1. Case No.:** | **Z-2019-08** |
| Address: | 5501 Frank Reeder Road and 9045 Security Place |
| Property Reference No.: | 05-1S-31-1101-000-000 |
| Property Size: | 98.03 (+/-) acres |
| From: | None |
| To: | HC/LI, Heavy Commercial and Light Industrial district (25 du/acre) |
| FLU Category: | Currently Public, **if approved in the prior public hearing will change to Mixed-Use Urban** |
| Commissioner District: | 1 |
| Requested by: | Adam Cobb with Emanuel Sheppard & Condon, Agent for Navy Federal Credit Union, Owner |
| Planning Board Recommendation: | Approval |
| Speakers: | Sally Fox, Melissa Pino, Margaret Hostetter |

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

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on August 6, 2019, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

# COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Request for Disposition of Surplus Property for the Office of the Supervisor of Elections - David H. Stafford, Supervisor of Elections

   That the Board approve the Request for Disposition of Property Form for the Supervisor of Elections Office, for property which is listed on the Disposition Form, to be auctioned as surplus or disposed of properly.

2. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, September 5, 2019 - Clara Long, Interim Neighborhood & Human Services Department Director

   That the Board accept for filing with the Board's Minutes, the September 5, 2019, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

3. Recommendation Concerning Reappointments to the Escambia County Extension Council - Nick Simmons, County Extension Director

   That the Board take the following action concerning reappointments to the Escambia County Extension Council:

   A. Reappoint the following individuals, effective December 1, 2019, through November 30, 2021, to serve additional 2-year terms:

| Zone | NAME AND ADDRESS |
|---|---|
| 1 | Anne Peterson, 4711 Crary Road, Century, FL 32535 |
| 3 | Sabrena Padgett, 4440 Ivory Lane, Molino, FL 32577 |
| 7 | Jason Gaylard, 11620 Joel Street, Pensacola, FL 32534 |
| 9 | Beth Fugate, 29 Sugarberry Road, Pensacola, FL 32514 |
| 11 | Carol B. Tanksley, 8012 Eastwood Lane, Pensacola, FL 32514 |

   B. Request that the County Administrator's Office provide letters of reappointment to these individuals.

   These individuals have indicated that they would like to serve an additional two-year term on the Extension Council.

4. Recommendation Concerning the Florida Forest Service Annual Report, as Requested by Adam Parden of the Division of Forestry - Janice P. Gilley, County Administrator

   That the Board accept for filing with the Board's Minutes, the Florida Forest Service Annual Report to the Escambia County Board of Commissioners for Fiscal Year 2018-2019, submitted by Adam Parden, Forest Area Supervisor, Division of Forestry.

5. Recommendation Concerning Legislative Funding Initiative for Pensacola and Perdido Bay Estuary Program - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

   That the Board take the following action concerning a legislative funding initiative for the Pensacola and Perdido Bay Estuary Program:

   A. Support allocating State funding for the Pensacola and Perdido Bay Estuary Program as a legislative priority;

   B. Authorize staff to work with the Northwest Florida delegation on this initiative;

   C. Authorize staff to work with and utilize the County's lobbyist for this initiative; and

   D. Authorize staff to submit required forms and backup to the legislature, subject to approval by the County Administrator.

6. Recommendation Concerning an Amendment to the Lease Agreement for Paratransit Vehicles between Escambia County and Innovative Transport and Logistics Solutions, LLC (ITL Solutions) - Tonya Ellis, Interim Mass Transit Department Director

   That the Board approve and authorize the Chairman to sign the Amendment to the Lease Agreement for Paratransit Vehicles between Escambia County and Innovative Transport and Logistics Solutions, LLC (ITL Solutions).

   The Mass Transit department, during an FDOT audit, received a finding as to missing Title VI language in the lease Agreement. This action will satisfy the finding.

7. Recommendation Concerning Amendment to Article XI Uniform Requirements - PD 16-17.068 - Tonya Ellis, Interim Mass Transit Department Director

   That the Board approve and authorize the chairman to sign the Amendment to the Agreement for Paratransit Transportation Services between Escambia County and Innovative Transport and Logistics Solutions, LLC.

   During a recent Community Transportation Contractor (CTC) audit, upon inspection of the Contract with ITL Solutions, it was noted that the Contract did not contain the proper language concerning payment to sub-contractors. This Amendment will satisfy that finding.

8. Recommendation Concerning Modification #1 to the Subgrant Agreement Between the Division of Emergency Management and Escambia County - John Dosh, Interim Public Safety Department Director

   That the Board approve and authorize the County Administrator to sign Modification #1 to the Subgrant Agreement between the Division of Emergency Management and Escambia County, regarding Escambia County Fire Rescue's request to extend the Agreement for four months, ending December 31, 2019.

9. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Vacation of a Portion of Opened Right-of-Way Known as Beulah Road - Joy Jones, P.E., Engineering Department Director

That the Board schedule a Public Hearing for November 7, 2019, at 5:32 p.m., to consider the Petition to Vacate a Portion of Opened Right-of-Way Known as Beulah Road, as petitioned by Pate Land Development, Inc., represented by its agent, Frank Fabre:

A. Authorize the scheduling of a Public Hearing for November 7, 2019, at 5:32 p.m., to consider the Petition to Vacate a Portion of Opened Right-of-Way Known as Beulah Road (0.6 acres, more or less), as petitioned by Pate Land Development, Inc., represented by its agent, Frank Fabre; and

B. Require the Petitioner to notify all property owners within a 1000 foot radius.

The real property mentioned in this Petition to Vacate is located in Commission District 1.

10. Recommendation Concerning Letters of Support for the State Legislature - Joy Jones, P.E., Engineering Department Director

That the Board authorize the Chairman to sign the following three letters of support:

A. Letter of Support to the Honorable Doug Broxson, Chair of the Escambia County Legislative Delegation, supporting the Department of Transportation's (FDOT) Fiscal Year 2020-2024 5-Year Work Program;

B. Letter of Support to the Honorable Doug Broxson, Chair of the Escambia County Legislative Delegation, supporting the funding of Transportation and Economic Related Grant Programs; and

C. Letter of Support to the Honorable Doug Broxson, Chair of the Escambia County Legislative Delegation, supporting Emerald Coast Utility Authority's (ECUA) Brownsville Septic to Sewer Expansion.

11. Recommendation Concerning Authorization for the Acquisition of Real Property Located in the 7600 Block of Winodee Drive for the Natural Resources Department - Joy Jones, P.E., Engineering Department Director

That the Board take the following action to give further direction regarding the acquisition of real property located in the 7600 Block of Winodee Drive, owned by Gulf Timberlands, Inc.:

A. Authorize staff to make an offer to the property owner, Gulf Timberlands, Inc., for the real property located in the 7600 Block of Winodee Drive, totaling approximately 5.23 acres, for the appraised value of $72,700. Any counteroffer will be brought back before the Board for approval;

B. Authorize staff to draft the Contract for Sale and Purchase for the acquisition of real property (approximately 5.23 acres), located in the 7600 Block of Winodee Drive, and bring the executed Contract back before the Board; and

C. 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 (if the Contract is approved).

The real property is located in Commission District 4.

[Funding Source: Fund 352, LOST III, Cost Center 220102, NESD Capital Projects, Project 08NE0028, Environmentally Sensitive Lands]

12. Recommendation Concerning the Request for Disposition of Property for the Engineering Department - Joy Jones, P.E., Engineering Department Director

That the Board approve the Request for Disposition of Property Form declaring the Pensacola Beach Fish Sign surplus and to be sold via Live Auction. The Request Form has been signed by all applicable authorities.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board ratify the following October 3, 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 10 Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Richard S. and Christine A. Coulter, owners of residential property located at 1315 Mazurek Boulevard, Ensley Redevelopment District, each in the amount of $6,000, representing an in-kind match through the Ensley Tax Increment Financing (TIF), Fund 151, Cost Center 370119, replacement windows;

2. The Agreements between Escambia County CRA and Belinda E. Dansby, owner of residential property located at 428 Norris Avenue, Palafox Redevelopment District, each in the amount of $3,675, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 370115, central heating and air conversion;

3. The Agreements between Escambia County CRA and Robin E. Doyle, owner of residential property located at 210 West Sunset Avenue, Warrington Redevelopment District, each in the amount of $4,807, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement windows;

4. The Agreements between Escambia County CRA and Eliasberg, LLC, owner of residential property located at 2110 Eliasberg Avenue (2112), units 1 and 2, Warrington Redevelopment District, each in the amount of $4,150, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, total electrical rewiring upgrade;

5. The Agreements between Escambia County CRA and Eliasberg, LLC, owner of residential property located at 2114 Eliasberg Avenue, Warrington Redevelopment District, each in the amount of $2,075, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, total electrical rewiring upgrade;

6. The Agreements between Escambia County CRA and Eliasberg,

LLC, owner of residential property located at 2201 Eliasberg Avenue, units 1 and 2, Warrington Redevelopment District, each in the amount of $4,150, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, total electrical rewiring upgrade;

7. The Agreements between Escambia County CRA and Ellen D. Lawrence, owner of residential property located at 1043 Meyer Way, Ensley Redevelopment District, each in the amount of $5,971, representing an in-kind match through the Ensley Tax Increment Financing (TIF), Fund 151, Cost Center 370119, replacement windows;

8. The Agreements between Escambia County CRA and Milan J. Smith, owner of residential property located at 7094 Kelvin Terrace, Oakfield Redevelopment District, each in the amount of $4,175, representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement windows;

9. The Agreements between Escambia County CRA and Linda J. Stark, owner of residential property located at 7091 Kelvin Terrace, Oakfield Redevelopment District, each in the amount of $3,950, representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, total electrical rewiring upgrade;

10. The Agreements between Escambia County CRA and Justin T. Williams, owner of residential property located at 6537 White Oak Drive, Oakfield Redevelopment District, each in the amount of $6,000, representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement windows; and

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

2. Recommendation Concerning the Cancellation of Residential Rehab Grant Program Liens - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board ratify the following October 3, 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 four 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** |
|---|---|---|
| Eulaine Adams | 3402 West Hernandez Street | $2,470 |
| Paula Benson | Redacted pursuant to Section 119.071(4)(d), Florida Statutes | $2,842 |
| Timothy C. Hines | 1216 Poppy Avenue | $2,675 |
| Debra A. Lee | 1018 Polk Avenue | $2,739 |

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

3. Recommendation Concerning the Title Clearance Services Program Agreement with Legal Services of North Florida, Inc. - Clara Long, Interim Neighborhood & Human Services Department Director

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

A. Approve the Title Clearance Services Program Agreement between Escambia County and Legal Services of North Florida, Inc. (LSNF), in the amount of $60,000; and

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

[Funding: Fund 129/2019 CDBG, Cost Center 370234]

4. Recommendation Concerning Approval of the 2019 HOME Investment Partnerships Program Interlocal Agreements with the City of Pensacola and Santa Rosa County - Clara Long, Interim Neighborhood & Human Services Department Director

   That the Board take the following action concerning implementation of the 2019 HOME Investments Partnerships (HOME) Program Grant (#M-19-DC-12-0225):

   A. Approve the Interlocal Agreement for HOME Investment Partnerships Act Program with the City of Pensacola providing for utilization of $152,140 (program and administrative support) in 2019 HOME funds, to support approved Substantial Rehabilitation/Reconstruction housing assistance and related project management activities within the City of Pensacola;

   B. Approve the Interlocal Agreement for HOME Investment Partnerships Act Program with Santa Rosa County providing for utilization of $241,892 (program and administrative support) in 2019 HOME funds, to support approved Homebuyer and Substantial Rehabilitation/Reconstruction housing assistance and related project management activities within Santa Rosa County; and

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

   [Funding: Fund 147, 2019 HUD HOME Consortium, Cost Center 370271]

5. Recommendation Concerning Fee Resolution - Dr. John J. Lanza, MD, PhD, MPH, FAAP, FHPS, Director, State of Florida Department of Health, Escambia County Health Department

   That the Board adopt, and authorize the Chairman to sign, the Resolution authorizing certain fee changes by the State of Florida Department of Health, Escambia County Health Department, for the services provided by the Escambia County Health Department. The Escambia County Health Department periodically revises its schedule of fees for services, and the new fees will go into effect upon the Board's adoption of this Resolution.

6. Recommendation Concerning a Derelict Vessel Removal Grant Agreement, in the Amount up to $3,300, with the Florida Fish and Wildlife Conservation Commission - J. Taylor “Chips” Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve and authorize the Chairman to sign the State of Florida, Florida Fish and Wildlife Conservation Commission (FWC) Agreement No. 19105, relating to the Derelict Vessel Removal Grant for Fiscal Year 2018-2019, which provides up to $3,300 in Grant funding from FWC, combined with Escambia County’s in-kind and matching funds up to $10,000 from Vessel Registration Fees.

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

- Paragraph 29, SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE, (page 17 of 20), last sentence, "Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues."
- Paragraph 31, JURY TRIAL WAIVER, (page 18 of 20), "As part of the consideration of this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*."

[Funding Source: Fund 110, Other Grants and Projects, Cost Center to be determined at the time of Supplemental Budget Amendment. Match of in-kind services and cash match from Vessel Registration Fees]

7. Recommendation Concerning the 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 take the following action:

A. Adopt and authorize the Chairman to sign a Resolution authorizing the lease of real property to Perdido Key Area Chamber of Commerce, Inc.; and

B. Approve and authorize the Chairman to sign a 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.

Rent is to be paid to the County in the amount of $1.00 per year.

8. Recommendation Concerning the Issuance of Fiscal Year 2019/2020 Purchase Orders, in Excess of $50,000, for the Facilities Management Department - Robert E. Dye, Facilities Management Interim Department Director

That the Board, for the Fiscal Year 2019/2020, approve the issuance of blanket and/or individual Purchase Orders in excess of $50,000, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements for the Facilities Management Department, as follows:

| | Vendor/Contractor | Amount | Contract Number |
|---|---|---|---|
| A. | Blue Arbor, Inc.<br>Vendor Number: 023818<br>Temporary Labor Services<br><br>Fund: 001 (General)<br>Cost Center: 310202 (Facilities Management/Custodial)<br>Amount: $135,000 | $135,000 | PD 17-18.055 |
| B. | American Facility Services, Inc.<br>Vendor Number: 012106<br>Contract Custodial Services for County Buildings<br><br>Fund: 001 (General)<br>Cost Center: 310202 (Facilities Management/Custodial)<br>Amount: $695,500<br><br>Fund: 501 (Internal Service)<br>Cost Center: 150112 (Employee Health Clinic/Custodial)<br>Amount: $10,000 | $705,500 | PD 17-18.014 |
| C. | Republic Services, Inc.<br>Vendor Number: 420244<br>Contract Refuse and Recycling Dumpster Services<br><br>Fund: 001 (General)<br>Cost Center: 310203 (Facilities Management/Maintenance)<br>Amount: $154,000<br><br>Fund: 501 (Internal Service)<br>Cost Center: 150112 (Employee Health | $168,850 | PD 16-17.074 |

| | | | |
|---|---|---|---|
| | Clinic/Maintenance)<br>Amount: $2,200<br><br>Fund: 113 (Library Fund)<br>Cost Center: 110502 (Library Maintenance)<br>Amount: $12,650 | | |
| D. | W. W. Grainger, Inc.<br>Vendor Number: 072015<br>Blanket Purchase Order for Repair and Maintenance Supplies<br><br>Fund: 001 (General)<br>Cost Center: 310203 (Facilities Management/Maintenance)<br>Amount: $60,000 | $60,000 | Blanket Purchase Order |
| E. | Engineered Cooling Services, Inc.<br>Vendor Number: 051168<br>Contract Central Energy Plant Maintenance Services<br><br>Fund: 001 (General)<br>Cost Center: 310203 (Facilities Management/Maintenance)<br>Amount: $115,800<br><br>Fund: 113 (Library Fund)<br>Cost Center: 110502 (Library Maintenance)<br>Amount: $13,920 | $129,720 | PD 17-18.089 |
| F. | Otis Elevator Company<br>Vendor Number: 150400<br>Contract Elevator Maintenance Services & Repairs Outside of Contract<br><br>Fund: 001 (General)<br>Cost Center: 310203 (Facilities Management/Maintenance)<br>Amount: $47,300<br><br>Fund: 113 (Library Fund)<br>Cost Center: 110502 (Library Maintenance)<br>Amount: $2,920 | $50,220 | PD 17-18.091 |

9. Recommendation Concerning the Surplus and Sale of County-Owned Real Property Located at 200 Hilltop Block Road - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the surplus and sale of County-owned real property located at 200 Hilltop Block Road:

A. Authorize the County Attorney's Office to take such necessary actions to evict occupants of County-owned property, if occupied;

B. Declare surplus the Board's real property at 200 Hilltop Block Road, located in District 5; Account #: 11-1223-100; Reference #: 05-5N-30-2117-000-001; Property Appraiser's current assessed value: $3,325;

C. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid, which will be set at the Property Appraiser's current assessed value. It has been determined that the County does not have a need for this property; and

D. Authorize the County Attorney's Office to prepare, and the Chairman to sign, all documents related to the sale of this property, without further action of the Board.

10. Recommendation Concerning the Surplus and Sale of County-Owned Property Located at 200 West Winthrop Avenue - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the surplus and sale of County-owned real property located at 200 West Winthrop Avenue:

A. Authorize the County Attorney's Office to take such action necessary to evict occupants of the County-owned property, if occupied;

B. Declare surplus the Board's real property at 200 West Winthrop Avenue, located in District 2; Account #: 08-3033-000; Reference #: 51-2S-30-7061-022-012; Property Appraiser's current assessed value: $40,628;

C. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid, which will be set at the Property Appraiser's current assessed value. This property was sent through County departments and it has been determined that the County does not have a need for this property;

D. Authorize payment of the outstanding CDBG mortgage on this parcel, in the amount of $23,194, be recouped from any sale proceeds and be deposited in Fund 124 [Escambia Affordable Housing]. Any remaining proceeds will be deposited in the General Fund; and

E. Authorize the County Attorney's Office to prepare, and the Chairman to sign, all documents related to the sale of this property, without further action of the Board.

11. Recommendation Concerning the Surplus and Sale of County Owned Property - PARK (in the Spanish Trail Villas Subdivision) - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the surplus and sale of County-owned Property - PARK (in the Spanish Trail Villas Subdivision):

A. Authorize the County Attorney's Office to take such action necessary to evict occupants of the County-owned property, if occupied;

B. Declare surplus the Board's real property that is a PARK (in the Spanish Trail Villas Subdivision), located in District 4; Account #: 01-0319-190; Reference#: 06-1S-29-3500-000-044; Property Appraiser's current assessed value: $5,320;

C. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid, which will be set at the Property Appraiser's current assessed value. This property has been reviewed by County staff and it has been determined that the County does not have a need for this property; and

D. Authorize the County Attorney's Office to prepare, and the Chairman to sign, all documents related to the sale of this property, without further action of the Board.

12. Recommendation Concerning the Approval to Issue Fiscal Year 2019/2020 Purchase Order, in Excess of $50,000, to Stryker Sales Corporation for the Public Safety Department - John Dosh, Interim Public Safety Department Director

That the Board take the following action regarding the Approval to Issue Fiscal Year 2019/2020 Purchase Order, in Excess of $50,000, to Stryker Sales Corporation for the maintenance Contract renewal of the Power Load System and Power Cots that lift stretchers in and out of ambulances for the Public Safety Department:

A. Authorize the County Administrator to sign the ProCare Services Agreement for annual maintenance for 30 power load systems and 37 power cots. The original purchase of the equipment was purchased according to Specification Number PD 15-16.084; and

B. Authorize the issuance of a Purchase Order to Stryker Sales Corporation, in the amount of $80,556.80, to renew the annual maintenance Contract.

[Funding: Fund 408, Emergency Services Fund, Cost Center 330302, EMS Operations, Object Code 54601]

13. Recommendation Concerning Fiscal Year 2019/2020 Purchase Orders, in Excess of $50,000, for the Public Safety Department - John Dosh, Interim Public Safety Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of $50,000, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Public Safety Department, for Fiscal Year 2019/2020:

| | Vendor | Amount | Contract Number |
|---|---|---|---|
| A. | Uniti Fiber, LLC<br>Vendor Number: 193781<br>911 Network<br>Fund: 145 (E-911)<br>Cost Center: 330404 | $52,000 | PD 18-19.044 (expires 8/2024) |
| B. | City of Pensacola<br>Vendor Number: 406544<br>Support of 9-1-1 Telecommunications<br>Fund: 145 (E911 Operations)<br>Cost Center: 330404 | $246,000 | Agreement with Automatic Renewal, as amended. Approved by BCC 01/23/1996 |
| C. | Henry Schein, Inc.<br>Vendor Number: 131760<br>Medical Supplies/Pharmaceutical<br>Fund: 408 (EMS)<br>Cost Center: 330302 | $215,000 | Florida Contract: 42000000-18-ACS (expires 6/25/20)<br>MMCAP- Contract MMS18016 |
| D. | Cardinal Health<br>Vendor: 030976<br>Pharmaceutical /Medical Supplies<br>Fund: 408(EMS)<br>Cost Center: 330302 | $90,000 | Florida Contract: 268-000-04-1<br>MMCAP- Contract (effective period current through - no expiration date listed) |
| E. | Howell Truck & Giant Tire Service<br>Vendor Number: 410406<br>Fire Apparatus Tire Repair<br>Fund: 143 (Fire Protection)<br>Cost Center: 330206 | $80,000 | Florida Sheriff's Association Cooperative Purchasing Program FSA19-TRS21.0 (expires 02/28/2022) |
| F. | Howell Truck & Giant Tire Service<br>Vendor Number: 410406<br>Fire Apparatus Tire Repair<br>Fund: 408 (EMS)<br>Cost Center: 330302 | $60,000 | Florida Sheriff's Association Cooperative Purchasing Program FSA19-TRS21.0 (expires 02/28/2022) |

| | | | |
|---|---|---|---|
| G. | Cellco/Verizon Wireless<br>Vendor: 220218<br>Cell Service<br>Fund: 001 (General) 408 (EMS)<br>Cost Centers:<br>330402,330403,330801,330302 | $75,000 | GS-35F-0119P (expires 12/2/2023) |
| H. | Cellco/Verizon Wireless<br>Vendor: 220218<br>Cell Service<br>Fund: 143 (Fire Protection)<br>Cost Center: 330206 | $50,268 | GS-35F-0119P (expires 12/2/2023) |
| I. | Galls, Inc.<br>Vendor: 070290<br>Uniforms<br>Fund: 001 (General) 408 (EMS<br>Cost Centers: 330402, 330403,<br>330302 | $135,000 | PD 16-17.093 (expires 12/2020) |
| J. | Galls, Inc.<br>Vendor: 070290<br>Uniforms<br>Fund: 143 (Fire)<br>Cost Center: 330206 | $80,000 | PD 16-17.093 (expires 12/2020) |
| K. | Ward International Trucks, LLC<br>Vendor Number: 230580<br>Ambulance Repair<br>Fund: 408 (EMS)<br>Cost Center: 330302 | $550,000 | Original Equipment Approved Vendor<br>Blanket Purchase Order |
| L. | Ward International Trucks, LLC<br>Vendor Number: 230580<br>Apparatus Repair<br>Fund: 143 (Fire Services)<br>Cost Center: 330206 | $50,000 | Original Equipment Approved Vendor<br>Blanket Purchase Order |
| M. | G & S Holdings, LLC<br>Vendor Number: 050992<br>Apparatus Repair<br>Fund: 143 (Fire Services)<br>Cost Center: 330206 | $125,000 | Blanket Purchase Order<br>Preferred Vendor |
| N. | Teleflex<br>Vendor Number: 425904<br>Medical Supplies<br>Fund: 408 (EMS)<br>Cost Center: 330302 | $100,000 | Blanket Purchase Order<br>Preferred Vendor |
| O. | Infor Public Sector, Inc.<br>Vendor Number: 090615<br>Fund: 001 (General) 145 (Fire)<br>408 (EMS)<br>Cost Centers: 330403, 330206,<br>330302 | $61,754 | Original Equipment Manufacturer Maintenance Renewal |

| | | | |
|---|---|---|---|
| P. | McKesson Medical-Surgical, Inc.<br>Vendor Number: 423474<br>Medical Supplies<br>Fund: 408 EMS<br>Cost Center: 330302 | $90,000 | Florida Contract:<br>42000000-18-ACS (expires 2/23/20)<br>MMCAP- Contract MMS18000<br>Blanket Purchase Order |
| Q. | Knowles On Site Repair, Inc.<br>Vendor Number: 423016<br>Apparatus Repair<br>Fund: 145 (Fire)<br>Cost Center: 330206 | $100,000 | Blanket Purchase Order<br>Preferred Vendor |
| R. | Sunbelt Fire, Inc.<br>Vendor Number: 195886<br>Fund: 145 (Fire)<br>Cost Center: 330206 | $250,000 | PD 18-19.003 (expires 6/2020)<br>Blanket Purchase Order |
| S. | Ten-8 Fire Equipment Inc<br>Vendor Number: 200935<br>Fund: 145 (Fire)<br>Cost Center: 330206 | $90,000 | PD 18-19.003 (expires 6/2020)<br>Blanket Purchase Order |
| T. | AT&T<br>Vendor Number: 010542<br>911 Communications<br>Fund:145 (E-911)<br>Cost Center: 330404 | $192,000 | Annual Support Service for Original Equipment |

14. Recommendation Concerning the Emergency Medical Services County Grant Application - John Dosh, Interim Public Safety Department Director

That the Board take the following action concerning the Florida Department of Health, Bureau of Emergency Medical Oversight, Emergency Medical Services (EMS) County Grant Application for the Fiscal Year 2019/2020, in the amount of $33,504:

A. Adopt and authorize the Chairman to sign the Resolution certifying that the monies received from the State of Florida EMS Trust Fund, as the Escambia County Emergency Medical Services Award, shall be used to improve and expand the County's pre-hospital EMS system and shall not be used to supplant existing EMS budget allocations in any manner; and

B. Approve and authorize the Chairman to sign the EMS Grant Application and Request for Grant Fund Distribution.

[Funding: Fund 110, Other Grants and Projects, Revenue Account 334221, Cost Center 330318]

15. Recommendation Concerning the 2018-2020 State Department of Homeland Security Grant Program, Sub-recipient Grant Award - John Dosh, Interim Public Safety Department Director

That the Board take the following action concerning the 2018-2020 State Department of Homeland Security Grant Program, Federally-Funded Subaward and Grant Agreement between the State of Florida, Division of Emergency Management, and Escambia County, in the amount of $136,513, through Grant Number EMW-2018-SS-00064-S01, for the Hazardous Materials Team, for the period ending 08/31/2020:

A. Approve the State of Florida, Division of Emergency Management Grant Agreement, between the State of Florida, Division of Emergency Management and Escambia County; and

B. Authorize the Chairman to sign the Agreement and all related documents as required to implement this Grant.

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

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

[Funding: Fund 110, Other Grants and Projects, Cost Center 330232, Revenue Code 331272]

16. Recommendation Concerning a Change Order on Purchase Order 190812 to ITL Solutions, LLC - Tonya Ellis, Interim Mass Transit Director

That the Board approve, and authorize the County Administrator to execute, the Change Order adding funds to pay out the final invoice for Fiscal Year 2018-2019 paratransit services:

| | |
|---|---|
| **Department:** | Mass Transit |
| **Division:** | Paratransit |
| **Type:** | Addition |
| **Amount:** | $200,000 |
| **Vendor:** | ITL Solutions, LLC |
| **Purchase Order:** | 190812 |
| **Change Order:** | #2 |
| **Original Award Amount:** | $2,701,944 |
| **Cumulative Amount of Change Orders through this Change Order:** | $200,000 |

17. Recommendation Concerning the Issuance of Fiscal Year 2019-2020 Purchase Orders, in excess of $50,000, for the Mass Transit Department - Tonya Ellis, Interim Mass Transit Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders, in excess of $50,000, for the Fiscal Year 2019-2020, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Mass Transit Department:

| | | |
|---|---|---|
| A. | **Auto, Truck, & Industrial - NAPA**<br>Vendor Number: 015006<br>Bus Parts<br>Contract Number: Blanket Purchase Order<br>Fund: 104<br>Cost Centers: 320404, 320406, and 320407/54606 | **$65,000** |
| B. | **Auto, Truck, & Industrial - NAPA**<br>Vendor Number: 015006<br>Lubricants and Grease<br>Contract Number: PD 18-19.038<br>Fund: 104<br>Cost Centers: 320401 and 320407/55204 | **$50,000** |
| C. | **Southern Tires**<br>Vendor Number: 426199<br>Tires<br>Contract Number: State Contract 25172500-19-ACS<br>Fund: 104<br>Cost Center: 320404, 320406, 320407 | **$75,000** |
| D. | **Ward International**<br>Vendor Number:230582<br>Bus Parts<br>Contract Number: Blanket Purchase Order<br>Fund: 104<br>Cost Center: 320407, 320403 | **$120,000** |
| E. | **Gillig, Inc.**<br>Vendor Number: 071399<br>Bus Parts<br>Contract Number: Proprietary/Blanket<br>Fund: 104<br>Cost Center: 320407 | **$105,000** |
| F. | **Jasper Engine**<br>Vendor Number: 091489<br>Bus Parts<br>Contract Number: Blanket Purchase Order<br>Fund: 104 | **$55,000** |

| | | |
|---|---|---|
| | Cost Center: 320406 | |
| G. | **Creative Bus**<br>Vendor Number: 423758<br>Bus Parts<br>Contract Number: Blanket Purchase Order<br>Fund: 104<br>Cost Center: 320406, 320407 | **$55,000** |
| H. | **ITL Solutions**<br>Vendor Number: 423758<br>Paratransit Services<br>Contract Number: PD 16-17.068<br>Fund: 104<br>Cost Center: 320406 | **$3,000,000** |
| I. | **Pete Moore Chevrolet**<br>Vendor Number: 134701<br>Bus Parts<br>Contract Number: Blanket Purchase Order<br>Fund: 104<br>Cost Center: 320404, 320406, 320407 | **$105,000** |

18. Recommendation Concerning Group Medical Insurance - Paulette Stallworth, Interim Human Resources Department Director

That the Board takes the following action concerning the County's Group Medical Insurance:

A. Approve the employee and retiree health insurance premiums for the Plan Year 2020;

B. Authorize a deposit of $600 per month into the Health Savings Account (HSA) for employees who have elected this Plan;

C. Authorize the rates for Plan Year 2019 Health Care Opt-Out Program ($200 a month) to remain the same for Plan Year 2020; and

D. Authorize these changes for Plan Year 2020. For Blue Option 3559, increase the co-pay for specialist from $30 to $50 per office visit and increase the employee premium by 8% due to the Per Employee Per Month cost running 125.1% more than Blue Option 3359.

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

19. Recommendation Concerning Approval to Issue Fiscal Year 2019-2020 Purchase Orders Totaling $50,000 or Greater - Paulette Stallworth, Interim Human Resources Department Director

That the Board approve the issuance of the provided 11 Fiscal Year 2019-2020 Purchase Orders and/or Blanket Purchase Orders from previously awarded or approved annual requirement Contracts or Contractual Agreements for the Human Resources Department.

20. Recommendation Concerning an Application for Certificate of Need and Notification of Corporate and "DBA" Name Change for NRC Gulf Environmental Services, Inc. - Patrick T. Johnson, Waste Services Department Director

That the Board take the following action concerning an Application for Certificate of Need and Notification of Corporate and "DBA" name change for NRC Gulf Environmental Services, Inc., formerly operating as Progressive Environmental Services, Inc., d/b/a SWS Environmental Services:

A. Approve the Application for Certificate of Need permitting NRC Gulf Environmental Services, Inc., to operate in Escambia County d/b/a NRC Gulf Environmental Services, Inc.; and

B. Authorize the Chairman to sign the Certificate.

[Funding: Fund 401, Solid Waste, Account No. 343402]

21. Recommendation Concerning Renewal of Agreement Relating to Waste Services, Large Machine Mowing (P.D. 17-18.051) at Perdido Landfill - Patrick T. Johnson, Waste Services Department Director

That the Board approve and authorize the County Administrator to renew the Agreement Relating to Waste Services, Large Machine Mowing (P.D. 17-18.051) between Escambia County and Gulf Coast Environmental Contractors, Inc., per the terms and conditions of PD 17-18.051, for a term of one year, as provided in Section 2. *Term.*

[Funding: Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 53401]

22. Recommendation Concerning the Issuance of Fiscal Year 2019/2020 Purchase Orders, in Excess of $50,000, for the Waste Services Department - Patrick T. Johnson, Waste Services Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders, in excess of $50,000, for the Fiscal Year 2019-2020, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements as provided, for the Waste Services Department as follows:

| | **Vendor/Contractor** | **Amount** | **Contract Number** |
|---|---|---|---|
| A. | Blue Arbor Staffing & Employee Screening, Inc.<br>Vendor Number: 023818<br>Employment Services, Term<br><br>Fund: 401 Solid Waste Fund<br>Cost Center: 230301 (Administration)<br>Cost Center: 230304 (EEQ)<br>Cost Center: 230306 (Recycling)<br>Cost Center: 230307 (Transfer Station)<br>Cost Center: 230314 (Operations) | $260,000 | PD 17-18.055<br>BCC 08-02-18; Renewal BCC 08-15-19<br>Exp: 08-17-20 |
| B. | Bridgestone Americas, Inc.<br>d/b/a Southern Tire Mart, LLC.<br>Vendor Number: 426199<br>Repairs and Maintenance<br><br>Fund: 401 Solid Waste Fund<br>Cost Center: 230301 (Administration)<br>Cost Center: 230304 (EEQ)<br>Cost Center: 230306 (Recycling)<br>Cost Center: 230307 (Transfer Station)<br>Cost Center: 230314 (Operations) | $135,000 | FL Sheriffs Assoc.<br>FSA 19-TRS21.0<br>06/03/19 - 02/28/22 |
| C. | Gulf Coast Environmental Contractors, Inc.<br>Vendor Number: 060214<br>Repairs and Maintenance<br>Large Machine Mowing Perdido Landfill<br><br>Fund: 401 Solid Waste Fund<br>Cost Center: 230314 (Operations) | $70,000 | PD 17-18.051<br>Renewal Pending (BCC: 10-03-19) |

| | | | |
|---|---|---|---|
| D. | LFG Technologies, Inc.<br>Vendor Number: 120081<br>Other Contractual Services and Repairs and Maintenance<br>For Gas to Energy System<br><br>Fund: 401 Solid Waste Fund<br>Cost Center: 230308 (Gas to Energy) | $100,000 | PD 07-08.111<br>5YR Operations & Maintenance Agreement Extended by BCC 05-15-14 |
| E. | Perma Fix of Florida, Inc.<br>Vendor Number: 422111<br>Other Contractual Services<br>Collection and Disposal Household<br>Hazardous Waste<br><br>Fund: 401 Solid Waste Fund<br>Cost Center: 230306 (Recycling) | $200,000 | PD 18-19.010<br>BCC 02-07-19 |
| F. | Auto, Truck & Industrial Parts & Supply, Inc.<br>Vendor Number: 015006<br>Lubrication Products, Anti-freeze And Brake Fluid<br><br>Fund: 401 Solid Waste Fund<br>Cost Center: 230306 (Recycling)<br>Cost Center: 230307 (Transfer Station)<br>Cost Center: 230314 (Operations) | $70,000 | PD 18.19.038<br>BCC 06-20-19 |
| G. | SETCO, Inc.<br>Vendor Number: V0000393<br>Solid Rubber Tires for 966 Loaders<br><br>Fund: 401 Solid Waste Fund<br>Cost Center: 230307 (Transfer Station) | $88,000 | FL Sheriffs Assoc<br>FSA 19-TRS21.0<br>06/03/19 - 02/28/22 |
| H. | Thompson Tractor<br>Vendor Number: 201640<br>Repairs and Maintenance/Rentals<br><br>Fund: 401 Solid Waste Fund<br>Cost Center: 230304 (EEQ)<br>Cost Center: 230306 (Recycling)<br>Cost Center: 230307 (Transfer Station) | $625,000 | Original Equipment Manufacturer |

| | | | |
|---|---|---|---|
| | Cost Center: 230308 (Gas to Energy)<br>Cost Center: 230309 (Closed Landfills)<br>Cost Center: 230314 (Operations)<br>Cost Center: 230315 (Projects)<br>Cost Center: 230316 (Saufley Landfill) | | |
| I. | General Paving and Drainage Contract<br>Paving and Drainage Projects<br><br>Fund: 401 Solid Waste Fund<br>Cost Center: 230306 (Recycling)<br>Cost Center: 230307 (Transfer Station)<br>Cost Center: 230308 (Gas to Energy)<br>Cost Center: 230309 (Closed Landfills)<br>Cost Center: 230314 (Operations)<br>Cost Center: 230315 (Projects)<br>Cost Center: 230316 (Saufley Landfill)<br><br>1. Allsouth Construction Services, LLC<br>Vendor No. 420550<br>2. B&W Utilities, Inc.<br>Vendor No.: 420661<br>3. Chavers Construction, Inc.<br>Vendor No. 032335<br>4. Gulf Atlantic Constructors, Inc.<br>Vendor No. 843895<br>5. Gulf Marine Construction, Inc.<br>Vendor No: 072896<br>6. Heaton Brothers Construction Company, Inc.<br>Vendor No.: 081314<br>7. J. Miller Construction, Inc.<br>Vendor No. 133404<br>8. Midsouth Paving, Inc.<br>Vendor No. 133305<br>9. Panhandle Grading & Paving, Inc.<br>Vendor No. 160114<br>10. Principle Properties, Inc. | $600,000 | PD 16-17.081<br>BCC 11-30-17; Renewed 12-01-18<br>BCC 12-06-18 |

| | | | |
|---|---|---|---|
| | Vendor No.: 420785<br>11. Roads, Inc. of NWF<br>Vendor No. 182328<br>12. Site and Utility, LLC.<br>Vendor No.: 420683<br>13. Utility Service Company, Inc.<br>Vendor No. 211593 | | |
| J. | Award Purchase Orders for Continuing Professional Services -Environmental Compliance; Sanitary Engineers<br><br>Fund 401 Solid Waste Fund<br>Cost Center: 230304 (EEQ)<br>Cost Center: 230306 (Recycling)<br>Cost Center: 230307 (Transfer Station)<br>Cost Center: 230308 (Gas to Energy)<br>Cost Center: 230309 (Closed Landfills)<br>Cost Center: 230314 (Operations)<br>Cost Center: 230315 (Projects)<br>Cost Center: 230316 (Saufley Landfill)<br><br>1. Jones Edmunds & Associates, Inc.<br>Vendor No: 100699<br>2. HDR Engineering Inc<br>Vendor No: 080064<br>3. Geosyntec Consultants<br>Vendor No: 071236 | $100,000 | PD 02-03.79 |
| K. | Roadway Materials Pricing Agreement<br><br>Fund: 401 Solid Waste Fund<br>Cost Center: 230309 (Closed Landfills)<br>Cost Center: 230314 (Operations)<br>Cost Center: 230315 (Projects)<br>Cost Center: 230316 (Saufley Landfill)<br><br>1. Roads, Inc of NWF<br>Vendor No: 182328<br>2. Panhandle Grading and | $350,000 | PD 17-18.096<br>BCC 11-01-18 |

| | | | |
|---|---|---|---|
| | Paving, Inc.<br>Vendor No: 160114<br>3. Midsouth Paving, Inc.<br>Vendor No: 133305 | | |
| L. | D&D Welding & Design, Inc.<br>Vendor No: 040138<br><br>Fund: 401 Solid Waste Fund<br>Cost Center: 230307 | $100,000 | Annual allocation for repairs/maintenance of walking floor trailers |
| M. | Gulf City Body & Trailer Works, Inc.<br>Vendor No: 072460<br><br>Fund: 401 Solid Waste Fund<br>Cost Center: 230307 | $75,000 | Annual allocation for repairs/maintenance of walking floor trailers |

23. Recommendation Concerning the Funding for Global Corner, "Bringing the World to Life" - Commissioner Jeff Bergosh, District 1

That the Board approve funding of $500 to Global Learning, "Bring the World to Life", from Commissioner Jeff Bergosh's discretionary money, and approve a Purchase Order for this purpose.

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

24. Recommendation Concerning the Acceptance of the Florida Department of Law Enforcement Justice Assistance Grant (JAG) Countywide Program Subgrant in the Amount of $47,213 for the Fiscal Year 2018-2019 Jail Alternative Initiative Project - William R. Powell, Director of Corrections

That the Board take the following action concerning the Justice Assistance Grant for the Fiscal Year 2018-2019 Jail Alternative Initiative project:

A. Approve the acceptance of the Justice Assistance Grant (JAG) Countywide Program subgrant award, in the amount of $47,213, related to the Fiscal Year 2018-2019 Jail Alternative Initiative project;

B. Authorize the Chairman to sign the Acceptance of Federal Funding Assistance; and

C. Authorize the Chairman, as the County's authorized official, to execute any Amendments or other related documents as may be required for the Jail Alternative Initiative Project.

III. For Discussion

1. Recommendation Concerning a Resolution Supporting Local Educational Initiatives, Publicity and Promotional Activities to Increase Community Awareness and Participation in the 2020 Census - Janice P. Gilley, County Administrator

   That the Board adopt, and authorize the Chairman to sign, the Resolution supporting local educational initiatives, publicity and promotional activities to increase community awareness and participation in the 2020 Census.

2. Recommendation Concerning Establishment of a Pilot Program for Certain Positions - Janice P. Gilley, County Administrator

   That the Board take the following action:

   A. Approve a pilot program to provide a base increase in certain hard to recruit and retain positions in the areas of Equipment Operator, Fleet Maintenance, Supervisor, and Maintenance Technicians in the appropriate departments;

   B. Waive the requirements of Human Resource Policy 18.12 to allow for a new compensation scale;

   C. Allow for implementation and evaluation of the pilot program, to be adjusted according to review of the program after 6 months; and

   D. Approve this program to go into effect starting the first pay period of the 2019-2020 fiscal year.

# COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Approval of Proposed Settlement of Workers' Compensation Claims Brought by Former Deputy Sheriff Joseph DeJoie.

   That the Board approve a proposed settlement in the sum of $195,000.00. The proposed settlement agreement would constitute a complete resolution of all outstanding Workers' Compensation claims stemming from the October 7, 2006 compensable accident. The excess insurance carriers, Liberty Mutual and Ameritrust, would be responsible for payment in full.

15. Items added to the agenda.

16. Announcements.

17. Adjournment.

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16859** **Proclamations 6.**
**BCC Regular Meeting**
**Meeting Date:** 10/03/2019
**Issue:** Adoption/Ratification of Proclamations
**From:** Janice Gilley, County Administrator
**Organization:** County Administrator's Office
**CAO Approval:**

## RECOMMENDATION:

Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation commending and congratulating Kara Johnson, a Property Acquisition Project Coordinator in the Real Estate Division of the Engineering Department, on her selection as the "Employee of the Month" for October 2019;

B. Adopt the Proclamation recognizing and congratulating Ms. Anne Peterson on receiving the 2019 Elaine Keir Memorial Outstanding Volunteer Leadership Award, and thanking her for her service to our community;

C. Adopt the Proclamation recognizing October 6 - 12, 2019 as National 4-H Week throughout Escambia County and encouraging all our citizens to recognize 4-H for the significant impact they have made and continue to make by empowering youth with the skills they need to lead for a lifetime;

D. Adopt the Proclamation proclaiming October 25 - November 1, 2019, as "Mobility Week" in Escambia County;

E. Ratify the Proclamation proclaiming Thursday, September 12, 2019, as "Troy Rafferty Day" in Escambia County, and commending and congratulating Mr. Rafferty on his many achievements;

F. Ratify the Proclamation congratulating the First Baptist Church of Ferry Pass on their building dedication, Sunday, September 15, 2019; and

G. Ratify the Proclamation commending and congratulating Jaila Roberts on being chosen as an ESPN Hometown Hero and wishing her much success in her future

endeavors.

**BACKGROUND:**

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

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

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

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

**BUDGETARY IMPACT:**

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

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

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

---

**Attachments**

Kara Johnson EOM October 2019

Anne Peterson
National 4-H Week 2019
Mobility Week 2019
Troy Rafferty Day, September 12, 2019
First Baptist Church of Ferry Pass
Jaila Roberts ESPN Hometown Hero

# PROCLAMATION

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

***WHEREAS**, Kara Johnson, a Property Acquisition Project Coordinator in the Real Estate Division of the Engineering Department, began her employment with the County in 2014, and is selected for "Employee of the Month" for October 2019, for the standards of excellence that she has displayed in the performance of her duties; and*

***WHEREAS**, Kara began her career with the County in 2014, as a Real Estate Acquisition Technician (a contract position) for the Real Estate Division. In March of 2018, she was hired as a Property Acquisition Project Coordinator; and*

***WHEREAS**, Kara coordinates projects related to real estate acquisition or vacating of property. This involves conducting research and analysis of property documents and legal records and providing assistance to the general public. Additionally, she performs complex research on property being considered for purchase by the County for various projects, as well as, researching public records, plats, zoning requirements and other legal documents; and*

***WHEREAS**, in addition to her regular duties, Kara has been assigned special projects. She was the County lead for the acquisition portion of the Defense Infrastructure Grant program (DIG), which is a state-funded Grant program that provides support for local infrastructure projects to address encroachment, assess environmental issues, and in return, provides a positive impact on an installation's military value. In conjunction with DIG, the Readiness and Environmental Protection Integration Program (REPI) also protects these military missions by helping remove or avoid land-use conflicts near installations and addresses regulatory restrictions that inhibit military activities; and*

***WHEREAS**, over the last three years, Kara has spent countless hours coordinating with the Department of the Navy, Natural Resources Management staff, and over 40 property owners to successfully acquire and grant protective easements to five, priority-one properties around the Pensacola Naval Air Station; and*

***WHEREAS**, Kara is a team player who demonstrates how to coordinate multi-jurisdictional, multi-departmental projects to a successful outcome. She volunteers yearly for the United Way Day of Caring. When she is not at work, she enjoys spending as much time as possible with her husband Steven, and their two children, Presley and Rylan.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Kara Johnson on her selection as the "Employee of the Month" for October 2019.*

***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: October 3, 2019*

# *PROCLAMATION*

***WHEREAS**, Anne Peterson, a resident of Century, was honored as a recipient of the 2019 Elaine Keir Memorial Outstanding Volunteer leadership award at the Florida State 4-H Horse Show held in Tampa, Florida, in July, after being nominated, vetted, and selected for this award from a group of candidates from all over the state of Florida; and*

***WHEREAS**, Ms. Peterson will represent Florida 4-H as the nominee at the American Youth Horse Council Symposium to be held in Gainesville, Florida, in March of 2020; and*

***WHEREAS**, Ms. Peterson has been instrumental in developing and sustaining Escambia County's Horse Program, as well as working with new club leaders on building quality community clubs; and*

***WHEREAS**, her infectious energy and wealth of knowledge have allowed her to provide sound advice, along with a helping hand, to anyone who may come her way; and*

***WHEREAS**, she currently serves as the President of the Escambia County 4-H Foundation, which is the direct support organization for the Escambia County 4-H; and*

***WHEREAS**, Ms. Peterson has been a loyal volunteer to all of Escambia County 4-H for more than 40 years, and her dedication and loyalty to the program is recognized by the prestigious honor she has received.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County recognizes and congratulates Ms. Anne Peterson on receiving the 2019 Elaine Keir Memorial Outstanding Volunteer Leadership Award and thanks her for her service to our community.*

***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: October 3, 2019*

# *PROCLAMATION*

***WHEREAS**, 4-H is America's largest youth development organization, having supported almost six million youth across the country thus far; and*

***WHEREAS**, 4-H has helped 5,371 youth in Escambia County to become confident, independent, resilient and compassionate leaders; and*

***WHEREAS**, 4-H is delivered by Cooperative Extension – a community of more than 100 public universities across the nation that provides experiences where young people learn by doing hands-on projects in areas including health, science, agriculture and citizenship; and*

***WHEREAS**, National 4-H Week showcases the incredible experiences that 4-H offers young people, and highlights the remarkable 4-H youth in Escambia County who work each day to make a positive impact on those around them; and*

***WHEREAS**, 4-H's network of 600,000 volunteers and 3,500 professionals provides caring and supportive mentoring to all 4-H members, helping them to grow into true leaders, entrepreneurs and visionaries.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County hereby recognizes October 6-12, 2019, as NATIONAL 4-H WEEK throughout Escambia County and encourages all our citizens to recognize 4-H for the significant impact they have made and continue to make by empowering youth with the skills they need to lead for a lifetime.*

***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: October 3, 2019*

# *PROCLAMATION*

***WHEREAS**, Mobility Week is a cooperative effort by the Florida Department of Transportation and its partner agencies to promote awareness of safe multimodal transportation choices by hosting an annual collection of outreach events; and*

***WHEREAS**, Mobility Week is an ideal time for counties, cities and transportation agencies to highlight transportation achievements, roll out new initiatives and/or implement new policies; and*

***WHEREAS** Mobility Week is also an opportunity for individuals to explore the various transportation choices available to them and think about how multimodal transportation reduces traffic congestion, benefits the environment and improves community health; and*

***WHEREAS**, Mobility Week is consistent with rideOn's key priorities of reducing traffic congestion and promoting mobility options in northwest Florida; and*

***WHEREAS**, the rideOn supports Mobility Week by hosting/participating in transportation events.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, hereby proclaims October 25 - November 1, 2019, as "**Mobility Week**" in Escambia County.*

***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: October 3, 2019*

## *PROCLAMATION*

***WHEREAS**, Troy Rafferty is a shareholder at Levin, Papantonio. He litigates mass tort, pharmaceutical, and major personal injury cases throughout the country. Mr. Rafferty has been recognized as one of the country's top lawyers through inclusion in the publication, The Best Lawyers in America, as well as The Legal 500. He has also been recognized as one of Florida's top lawyers by Florida Super Lawyers; and*

***WHEREAS**, Mr. Rafferty has been awarded an AV rating by Martindale-Hubbell legal directory, the highest rating for competence and ethics issued by that publication and reserved by attorneys designated as outstanding in their field. He has been selected by the American Trial Lawyers Association as one of the Top 100 Trial Lawyers, and is a fellow in the International Society of Barristers; and*

***WHEREAS**, Mr. Rafferty is board certified in civil trial law by The Florida Bar. He is active in the Florida Justice Association, where he is an officer, and in the past served on the Executive Committee and the Board of Directors. In 2009 and 2010, he was awarded the Gold Eagle Award for "exhibiting a steadfast duty to protect and defend civil justice"; and*

***WHEREAS**, Mr. Rafferty is a frequent lecturer throughout the country to trial lawyers on mass tort litigation and general trial practice. He is currently licensed to practice law before all Florida state courts, the United States District Courts for the Northern and Middle Districts of Florida, and the United States Court of Appeals for the Eleventh Circuit; and*

***WHEREAS**, Mr. Rafferty is an active philanthropist, and along with donating to local charities, he also funds two local scholarships under his name (The Rafferty Scholarship/Award), which are awarded annually to two area high school prep athletes. Each of the area high schools also compete to be awarded the Rafferty Cup for excellence in athletic achievement; and*

***WHEREAS**, in addition, Mr. Rafferty and his wife Ashley annually provide two Rafferty Hope Scholarships to inner-city and disadvantaged children who participate in the Southern Youth Sports Association Youth Development Program.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, hereby proclaims Thursday, September 12, 2019, as*

***"TROY RAFFERTY DAY"***

*in Escambia County and commends and congratulates Mr. Rafferty on his many achievements.*

***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*

THE BOARD OF COUNTY COMMISSIONERS
SEAL
ESCAMBIA CO., FL

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

*Deputy Clerk*

*Dated: September 12, 2019*

***PROCLAMATION***

***WHEREAS***, *on October 3, 1960, the First Baptist Church of Ferry Pass was organized in the home of Deacon W. M. and Sister Fannie Scott with the Reverend J. S. Hunter presiding, and shortly thereafter, the First Baptist Church of Ferry Pass joined the First West Florida District Association; and*

***WHEREAS***, *as the church began to grow, a larger place of worship was necessary, and a tent was set up on the northeast corner of Caminiti Lane and Parazine Street; and*

***WHEREAS***, *under the leadership of Reverend H. B. King, who served from 1965 through 1975, construction began on the First Baptist Church of Ferry Pass at their current location, 8351 Caminiti Lane, Pensacola, Florida; and*

***WHEREAS***, *throughout the years, the church was blessed with the leadership of the following individuals: Reverend Victor Archie, 1976 through 1993; Reverend LaVaugh Jones, 1993 through 2004; Elder Marcus McCreary, 2004 through 2005; and*

***WHEREAS***, *under the current leadership of Reverend Paul A. Blackmon, Sr., a visionary, a new church building was built. Reverend Blackmon, Sr., has re-energized the First Baptist Church of Ferry Pass by establishing and implementing new ministries committed to changing lives through evangelism.*

***NOW, THEREFORE, BE IT PROCLAIMED***, *that the Board of County Commissioners hereby congratulates the First Baptist Church of Ferry Pass on their building dedication, Sunday, September 15, 2019.*

***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*

THE BOARD OF COUNTY COMMISSIONERS
SEAL
ESCAMBIA CO

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

*Deputy Clerk*

*Dated: September 10, 2019*

# *PROCLAMATION*

***WHEREAS**, Jaila Roberts is a 2019 graduate of Booker T. Washington High School, currently attending Division 1 at the University of North Alabama on a basketball scholarship; and*

***WHEREAS**, ESPN has chosen Jaila as a hometown hero, based off of her game-winning shot last year against Pine Forest High School, that made #9 on the ESPN Top Ten Plays on January 9, 2019; and*

***WHEREAS**, having been chosen as an ESPN hometown hero, ESPN will unveil a resurface on one of the outside basketball courts in honor of Jaila Roberts and Booker T. Washington High School; and*

***WHEREAS**, Jaila played youth basketball in the Southern Youth Sports Association. Coming out of high school, she was the most highly recruited player in the area, boys or girls. She was the first player in the area, boys or girls, to reach 1,000 points. Before going down in the sixth game of the season, she was averaging 15.8 points per game, 4.8 rebounds per game, 8 assists per game, and 4.8 steals per game; and*

***WHEREAS**, upon returning in her first full game back, she finished with 13 points, 7 steals, and 5 assists. Jaila hit the game winner against Pine Forest at the buzzer. She finished the season with 8.8 points per game, 5.2 assists per game, 3.1 rebounds per game, and 3.3 steals per game. She did all of this with some limited playing time.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Jaila Roberts on being chosen as an ESPN Hometown Hero and wishes her much success in her future endeavors.*

***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*

THE BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO. FL

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

*Deputy Clerk*

*Dated: September 19, 2019*

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16896** **Proclamations 7.**
**BCC Regular Meeting**
**Meeting Date:** 10/03/2019
**Issue:** Ratification of Retirement Proclamation
**From:** PAULETTE STALLWORTH
**Organization:** Human Resources
**CAO Approval:**

---

## RECOMMENDATION:
Retirement Proclamation.

Recommendation: That the Board ratify the Proclamation commending and congratulating John Danley, Interim Program Manager, Facilities Management Department, on 35 years of dedicated service.

## BACKGROUND:
N/A

## BUDGETARY IMPACT:
N/A

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

## PERSONNEL:
N/A

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

## IMPLEMENTATION/COORDINATION:
N/A

---

## Attachments

retproc100319

## *PROCLAMATION*

***WHEREAS**, John Danley has served Escambia County, Florida as an employee of the Board of County Commissioners very faithfully for 35 years, retiring as an Interim Program Manager, Facilities Management Department, Maintenance Division; and*

***WHEREAS**, Mr. Danley was hired in June 1984 as a Maintenance Mechanic I in the Facilities Management Department. During his 35 years of service to the citizens of Escambia County, he continuously impressed his many supervisors by going well beyond what was expected of him. In 1987, his position was reclassified to Electrician II. Mr. Danley was promoted in 1995 to Maintenance Mechanic II (Electrician), in 2003, he was promoted to the Electrical Maintenance Shop Supervisor position, and, in June 2019, to Interim Program Manager; and*

***WHEREAS**, through the years to follow, Mr. Danley earned the praise and respect from all those he encountered. Known as the "expert" on all electrical components related to all County facilities, Mr. Danley was routinely called upon, day or night, to assist in keeping critical facilities operational. Mr. Danley always took the initiative to be the first to respond to any emergency situation or major catastrophic event; and*

***WHEREAS**, Mr. Danley has earned numerous accolades throughout his career from Constitutional Officers, County Administrators, Department Directors, and fellow employees for his untiring work ethic, professionalism, and unwavering commitment to his public service and the citizens of Escambia County; and*

***WHEREAS**, Mr. Danley received recognition for his performance with his selection as the Escambia County Employee of the Month for March 1997. During his tenure, he was selected as the Facilities Management Department's Employee of the Month in June 1994, in August 2013 for his "Can-Do Attitude", in December 2014 for his "Outstanding Customer Service", and in September 2016 for his "Innovation & Creativity."*

***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 John Danley on his retirement.*

***BE IT FURTHER PROCLAIMED,** that the Board of County Commissioners of Escambia County expresses its appreciation to John Danley for 35 years of faithful and dedicated service as a County employee.*

***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***

SEAL

*Deputy Clerk*

*Dated: September 20, 2019*

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16876** **Written Communication 8. A.**
**BCC Regular Meeting**
**Meeting Date:** 10/03/2019
**Issue:** Environmental (Code) Enforcement Lien Relief - 300 Blk Western Pine Road
**From:** Chips Kirschenfeld, Director
**Organization:** Natural Resources
**CAO Approval:**

## RECOMMENDATION:

June 19, 2019, Communication from Doug Westfall requesting Lien relief from property located at 300 Blk Western Pine Road.

Recommendation: That the Board review and consider the Lien relief request made by Doug Westfall, new owner of the property, against 300 Blk Western Pine Road.

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

After reviewing the request for forgiveness of liens, staff made the determination that the request does not fall within the criteria that would allow the County Administrator to act on the Board's behalf and grant relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Lien's, Section III, H2."

## BACKGROUND:

Mr. Westfall purchased the property located at 300 Blk Western Pine Road from a Tax Deed sale on March 8, 2019. He then discovered an Environmental Code Enforcement lien attached to the property that was generated by the prior owner. After further research conducted by staff another lien was found to have been attached to the Western Pine property that was generated from property located at 9924 Aileron Avenue. The same owner of the Aileron property once owned the

Western Pine Road property causing the lien to attach to all properties owned by the prior owner.

Mr. Westfall is requesting to be allowed to pay $1,500.00 to have both liens released from his property. However, he was informed by Division Manager Sandra Slay that the total amount of the actual hard cost exceeded the amount he was offering to pay for the release, and his request would need to be presented to the Board for review and consideration. At that time, he made a request to be placed on the Board's agenda.

Note: This is being brought back from the July 18, 2019, BCC meeting.

**BUDGETARY IMPACT:**

1st Lien CE170904084
300 Blk Western Pine Road
Daily Fines: $7,450.00 $50.00 per day from 7/04/2018 to 11/30/2018
Court Cost: $235.00
Abatement Cost: $3,500.00
Total Lien Amount: $11,185.00

2nd Lien CE120401423
9924 Aileron Avenue
Daily Fines: $34,875.00 $10.00 per day (x 3) 1/07/13 to 9/09/15 & $5.00 per day 8/10/12 to 9/09/15
Court Cost: $1,100.00
Abatement Cost: $15,000.00
Total Lien Amount: $50,975.00

These amounts do not include the Clerk's recording fees or interest.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

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

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The BCC has the authority to review and consider lien relief requests. Also, this Written Communication is consistent with the Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens, Section III, Part H.2.

**IMPLEMENTATION/COORDINATION:**

N/A

## Attachments

300 Blk Western Pine Road, Cantonment
BCC MinutesPage 07-18-2019

## Application for Relief from Environmental Enforcement Lien

Due to the volume of requests for relief from environmental enforcement liens received by Escambia County, applicants are asked to provide the information in Part I below in order to ensure that their application can be processed in a timely manner.

**Part I** (to be completed by the Applicant)

Please provide the following information:

A. Name, address, and telephone number of the person completing this form:

DOUGLAS WESTFALL, 8432 QUARTZ CIRCLE, ARVADA, CO 80007,
703 989-1771

B. The street address or tax account number for the property that is the subject of your request.

300 BLK, WESTERN PINE ROAD, CANTONMENT
ACCOUNT# 114492000

C. The full legal name of the current owner of the property referenced in section B:

S & D INVESTMENTS, LLC

D. Attach to this form a copy of the current owner's recorded deed or certificate of title.

E. Attach to this form a copy of the recorded environmental enforcement lien(s) that you believe have attached to the property. SEE TITLE COMMITMENT

F. Attach to this form a brief explanation of why you think the County should approve your request. RECENTLY ACQUIRED THE PROPERTY AT TAX DEED AUCTION AND AM UNRELATED TO THE PREVIOUS OWNER. THIS IS A VACANT LOT W/NO UTILITY SERVICES. I CAN AFFORD TO PAY $1,500 TO HAVE THE LIENS RELEASED. YOUR HELP AND UNDERSTANDING WOULD BE GREATLY APPRECIATED.

**Part II** (to be completed by the Division of Environmental Code Enforcement)

A. Are conditions on the property in compliance with the requirements of the Escambia County Code of Ordinances?

- ☐ Yes
- ☐ No (describe) _____

B. The following costs and fines have accrued on the lien(s) referenced in Part I.

| | | | |
|---|---|---|---|
| Court Costs: | $235.00 | 1,100.00 | CE12040423 |
| Abatement Costs: | 3,500.00 | 15,000.00 | 9924 Aileron AVE |
| Administrative Fines: | 7,450.00 | 34,875.00 | |
| total | $11,185.00 | $50,975.00 | |

Reply all | Delete Junk |

# 300 Blk Western Pine

Douglas Westfall <doug@dawestfall.net> Reply all |
Yesterday, 10:55 AM
ssslay@myescambia.com; Sandra F Slay

The message sender has requested a read receipt. To send a receipt, click here.

You replied on 6/11/2019 8:53 AM.

Sandra, I recently acquired this property in a tax deed auction and am not the party that incurred the violations. What can I do to either get the fines waived or reduced? Currently the property can neither be sold nor improved due to the total amount of municipal liens. I hold title in the name of S&D Investments, LLC.

All the Best,

Doug Westfall
703 989-1771

Getting too much email from Douglas Westfall <doug@dawestfall.net>? You can unsubscribe

# RE: 300 Blk Western Pine

Reply all |

Today, 9:56 AM
Sandra F Slay; Doug Westfall <doug@dawestfall.net>

You replied on 6/19/2019 10:02 AM.

Thanks Sandra, no need to feel bad. It's unfortunate the situation is so severe. I have spent about $4500 on this lot so far and will spend around $1,000 in sales and closing costs. The lot is not worth more than $15,000 and likely less. So even though I am not likely to be successful, my only option is to appeal to the board. Otherwise I will end up turning the lot back over to the county. Please let me know when I am on the agenda to be heard and what information I will need to provide.

All the Best,

Doug Westfall
703 989-1771

**From:** Sandra F Slay <SFSLAY@myescambia.com>
**Sent:** Wednesday, June 19, 2019 7:19 AM
**To:** doug <doug@dawestfall.net>
**Subject:** Re: 300 Blk Western Pine

Good morning Mr Westfall,

For some reason I found your documents in my Junk folder but I do have it. I am working on your request and found another lien that is attached to this property. The second lien was generated from another property located at 9924 Aileron Avenue.

I understand you are willing to pay $1,500.00 for a release of all liens that are attached to you property but unfortunately Board Policy is to collect all hard costs spent by the county in exchange of a release. So saying this the two liens are quit large and that includes the hard costs.

The lien for Western Pine is $11,185.00. $7,450 are daily fines which could be released if approved by the county administrator. There are court cost in the amount of $235.00 and abatement cost in the amount of $3,500.00. These are funds spent and cannot be waived except by the Board.

The second lien was generated at the4 Aileron property and because the prior owner of your property also owned this lot this caused the lien to attach to your property. This lien has a large daily fine that could be waived if approved and that would leave the court cost of $1,100.00 and abatement cost of $15,000.00. As I stated before these costs must be collected.

So in total if relief is granted by the administrator a total of $19,835.00 will have to be collected in order to get your property leased from the liens.

Now you do have another option and that is to appear before the Board of County Commissioners to make your appeal. The Commissioners are the only ones that can reduce hard costs and provide relief blow the total hard costs spent by the County.

Please know they rarely reduce these costs and normally maintain their rule to collect all hardcost but they have provided this type of relief in the part. Just not often.

Please let me know how you would like to proceed. Would you like for me to proceed with the County Administrator and either the balance he provides (payment plans are available through the Clerk's Office) or would you like for me to get your request scheduled before the Commissioners?

I hate to be the one to inform you about the second lien but wanted you to know what all our agency had attached to your lot.

Thank you

Sandra

**From:** Sandra F Slay
**Sent:** Friday, June 14, 2019 8:22:24 AM
**To:** doug
**Subject:** Re: 300 Blk Western Pine

Great.

Thank you sir

---

**From:** doug <doug@dawestfall.net>
**Sent:** Friday, June 14, 2019 7:49 AM
**To:** Sandra F Slay
**Subject:** Re: 300 Blk Western Pine

Thanks for letting me know. I'll let you know as soon as the grass is cut.

Doug Westfall

Sent from my Verizon, Samsung Galaxy smartphone

-------- Original message --------
From: Sandra F Slay <SFSLAY@myescambia.com>
Date: 6/13/19 4:28 PM (GMT-07:00)
To: Douglas Westfall <doug@dawestfall.net>
Subject: Re: 300 Blk Western Pine

No problem sir. Believe me I've been called worse. Thank you for the information. As part of the Board policy all properties must be free of code violations. I went by the property yesterday and observed it does need mowing. If you could take care of that as your earliest convenience and let me know then I can forward your request and mark that it is in compliance

Thank you and have a safe weekend

Sent from my iPhone

On Jun 13, 2019, at 3:26 PM, Douglas Westfall <doug@dawestfall.net> wrote:

> Oops Sandra, I mistakenly called you Linda. Sorry.
>
> All the Best,

Doug Westfall
703 989-1771

---

**From:** Douglas Westfall <doug@dawestfall.net>
**Sent:** Thursday, June 13, 2019 2:23 PM
**To:** 'Sandra F Slay' <SFSLAY@myescambia.com>
**Subject:** RE: 300 Blk Western Pine

Linda, Thanks for the form. Attached is the completed form, a copy of the deed, and a copy of the title commitment. Let me know what else you might need.

I am hoping to get the cost to release these lens down to about $1500. This parcel is a vacant lot with no utility services currently at the site and the numbers are going to be very tight.

All the Best,

Doug Westfall
703 989-1771

---

**From:** Sandra F Slay <SFSLAY@myescambia.com>
**Sent:** Tuesday, June 11, 2019 7:54 AM
**To:** Douglas Westfall <doug@dawestfall.net>; Sandra F Slay <SFSLAY@myescambia.com>
**Subject:** Re: 300 Blk Western Pine

Good morning Mr.Westfall,

I can help you through a lien relief process that goes through our county administrators office. I will need you to fill out the attached document and send it back to me along with all documents it request.

I will need to check the condition of the property to confirm there are no open code violations i.e. overgrowth, trash, debris, inoperable vehicles etc.

Please know the only amount of the lien you can ask relief for are the daily fines in the amount of $7,450.00. The remaining amounts (court cost and abatement cost) are considered hardcosts and the Board requires we collect

those amount. Currently the court cost is $235.00 and the abatement cost if $3,500.00.

Once I get the form and documents from your I'll process it on my end and forward to our attorney's office to review before it's sent over to the county administrator for approval.

If you have any questions please let me know.

Sandra

---

**From:** Douglas Westfall <doug@dawestfall.net>
**Sent:** Monday, June 10, 2019 10:55 AM
**To:** ssslay@myescambia.com; Sandra F Slay
**Subject:** 300 Blk Western Pine

Sandra, I recently acquired this property in a tax deed auction and am not the party that incurred the violations. What can I do to either get the fines waived or reduced? Currently the property can neither be sold nor improved due to the total amount of municipal liens. I hold title in the name of S&D Investments, LLC.

All the Best,

Doug Westfall
703 989-1771

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

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

in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019021963 3/12/2019 1:17 PM
OFF REC BK: 8060 PG: 310 Doc Type: TXD
Recording $10.00 Deed Stamps $28.70

This instrument was prepared by:
Pam Childers, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

Tax Deed File No. 19-225
PropertyIdentification No. 371N311402000009
Tax Account No. 114492000

# TAX DEED

State of Florida
County of Escambia

The following Tax Sale Certificate Numbered 07507 issued on June 1, 2014 was filed in the office of the tax collector of this County and application made for the issuance of a tax deed, the applicant having paid or redeemed all other taxes or tax sale certificates on the land described as required by law to be paid or redeemed, and the costs and expenses of this sale, and due notice of sale having been published as required by law, and no person entitled to do so having appeared to redeem said land; such land was on the 4th day of March 2019, offered for sale as required by law for cash to the highest bidder and was sold to: **S&D INVESTMENTS LLC**, 8432 QUARTZ CIRCLE ARVADA CO 80007, being the highest bidder and having paid the sum of his bid as required by the Laws of Florida.

Now, on this 4th day of March 2019, in the County of Escambia, State of Florida, in consideration of the sum of ($4,100.00) FOUR THOUSAND ONE HUNDRED AND 00/100 Dollars, being the amount paid pursuant to the Laws of Florida does hereby sell the following lands, including any hereditaments, buildings, fixtures and improvements of any kind and description, situated in the County and State aforesaid and described as follows:

**BEG AT SE COR OF S1/2 OF N1/2 OF SE1/4 OF NE1/4 N 89 DEG 33 MIN W 750 FT FOR POB CONTINUE N 89 DEG 33 MIN W 125 FT N 23 MIN W 143 75/100 FT S 89 DEG 33 MIN E 125 FT S 23 MIN E 143 75/100 FT TO POB OR 5796 P 671 E1/2 OF LT 9 OF AN UNRECORDED PLAT**

**SECTION 37, TOWNSHIP 1 N, RANGE 31 W**

**** Property previously assessed to: ROBERT J VETITOE**

Pam Childers
PAM CHILDERS, Clerk of the Circuit Court
Escambia County, Florida

witness Mylinda Johnson

witness Emily Hogg

State of Florida
County of Escambia

On this 8th day of March 2019 before me Emily Hogg personally appeared Pam Childers, Clerk of the Circuit Court in and for the State and this County known to me to be the person described in, and who

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

**Case No:** CE170904084
**Location:** 300 BLK WESTERN PINE RD
**PR #:** 371N311402000009

ESCAMBIA COUNTY, FLORIDA

vs.

VETITOE, ROBERT J
9924 AILERON AVE
PENSACOLA, FL 32506

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019021724 3/12/2019 9:22 AM
OFF REC BK: 8059 PG: 1638 Doc Type: CEL1
Recording $10.00

## Cost Order

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances:

Escambia County made certain Repairs to bring the property into compliance and that the repairs were reasonable and necessary. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated .

| Itemized Cost | | |
|---|---|---|
| Daily fines | $7450.00 | $50.00 Per Day From07/04/2018To: 11/30/2018 |
| Court Cost | $235.00 | |
| County Abatement Fees | $3,500.00 | |
| Administrative Costs | $0.00 | |
| Total: | $11185.00 | |

DONE AND ORDERED at Escambia County, Florida on 3-5 2019

Gregory Farrar
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 6/25/2018 9:53 AM OR Book 7922 Page 1260, Instrument #2018049632, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $44.00

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018049704 6/25/2018 11:01 AM
OFF REC BK: 7922 PG: 1583 Doc Type: CEL
Recording $44.00

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

**PETITIONER**
ESCAMBIA COUNTY FLORIDA,

**VS.**

**CASE NO: CE#17-09-04084**
**LOCATION: 300 Blk Western Pine Rd**
**PR# 371N311402000009**

**Vetitoe, Robert J**
**9924 Aileron Ave**
**Pensacola, FL 32506**
**RESPONDENT**

**ORDER**

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

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

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

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

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

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

☐ 82-171 Mandatory Residential Waste Collection

☐ 82-15 Illegal Burning

☐ 82-5 Littering Prohibited

☐ LDC Chapter 3 Commercial in residential and non permitted use

☐ LDC Chapter 2 Article 3 Land Disturbance without permits

☐ LDC Chapter 5 Article 8 Prohibited Signs, Un-permitted Sign ROW

☐ LDC Sec 4-7.9 Outdoor Storage_____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that **RESPONDENT** shall have until July 3, **2018** to correct the violation and to bring the violation into compliance.

Corrective action shall include:

- [x] Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- [ ] Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- [x] Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris (as required).
- [ ] Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- [ ] Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- [ ] Immediately cease burning and refrain from future burning
- [x] Remove all refuse and dispose of legally and refrain from future littering
- [ ] Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- [ ] Obtain necessary permits or cease operations
- [ ] Acquire proper permits or remove sign(s)
- [ ] Other _____
- [ ] Other _____
- [ ] Other _____
- [ ] Other _____
- [ ] Other _____

If you fail to fully correct the violation within the time required, you will be assessed a fine of $ 50.00 per day, commencing July 4, 2018. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measurers are necessary to abate the violation for you These measurers could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of $ 35.00 are awarded in favor of Escambia County as the prevailing party against **RESPONDENT.** .

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

**You have the right** to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 3363 W Park Place, Pensacola, Florida 32505 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than **30 days** from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

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

**DONE AND ORDERED** at Escambia County, Florida on the 19 day of June, 2018.

Gregory Farrar
Special Magistrate
Office of Environmental Enforcement

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: Whitney Coppage D.C.
DATE: Dec-25-2018

Recorded in Public Records 12/18/2015 at 09:55 AM OR Book 7451 Page 1196, Instrument #2015095574, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $10.00

OR 7451 PG 1196

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

ESCAMBIA COUNTY, FLORIDA
vs.

Case No.: CE 12-04-01423
Location: 9924 Aileron Avenue
PR# 242S314101001001

Robert J Vetitoe
9924 Aileron Avenue
Pensacola, FL 32506

**ORDER**

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of July 10, 2012; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions , (b) Trash & Debris, (d) Overgrowth, 82-3... Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated July 10, 2012.

| Itemized Cost | |
|---|---|
| a. Fines ($10.00 per day X 3 1/07/15 -9/09/15& $5.00 per day 8/10/12-9/09/15) | $34,875.00 |
| b. Court Costs | $ 1,100.00 |
| c. County Abatement Fees | $15,000 .00 |
| Total: | $ 50,975.00 |

DONE AND ORDERED at Escambia County, Florida on this 14th day of December, 2015.

John B Trawick
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 07/18/2012 at 03:24 PM OR Book 6884 Page 1272, Instrument #2012055649, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $44.00

Recorded in Public Records 07/18/2012 at 03:24 PM OR Book 6884 Page 1272, Instrument #2012055646, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $44.00

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

"CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
ERNIE LEE MAGAHA, CLERK
CIRCUIT COURT AND COUNTY COURTS
ESCAMBIA COUNTY, FLORIDA
BY: D.C.
DATE: 7/18/2012
CLERK OF CIRCUIT COURT * ESCAMBIA COUNTY, FLORIDA *

**ESCAMBIA COUNTY, FLORIDA**

**VS.**

**CASE NO: CE#12-04-01423**
**LOCATION: 9924 Aileron Avenue**
**PR# 242S31-4101-001-001**

**Robert J. Vetitoe**
**9924 Aileron Avenue**
**Pensacola, Florida 32506**

**ORDER**

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

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

_____

- ☑ 42-196 (d) Overgrowth

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

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

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

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

☐ 82-171 Mandatory Residential Waste Collection

☐ 82-15 Illegal Burning

☐ 82-5 Littering Prohibited

☐ LDC Article 6 Commercial in residential and non permitted use

☐ LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits

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

☒ Other 82-3 UNAuthorized Accumulation

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: ~~Robert J. Vetitoe~~ shall have until ~~January 6~~ August 6, 2013 to correct ~~42-196(a) and~~ 42-196(b) and 82-3 **2012** to correct the violation and to bring the violation into compliance. Corrective action shall include: 42-196(2) (overgrowth)

BK: 6884 PG: 1274

- [x] Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- [ ] Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- [ ] Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.
- [ ] Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- [ ] Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- [ ] Immediately cease burning and refrain from future burning
- [ ] Remove all refuse and dispose of legally and refrain from future littering
- [ ] Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- [ ] Obtain necessary permits or cease operations
- [ ] Acquire proper permits or remove sign(s)
- [x] Other remove all rubbish, trash, garbage
- [ ] Other _____
- [ ] Other _____
- [ ] Other _____
- [ ] Other _____

BK: 6884 PG: 1275

If you fail to fully correct the violation within the time required, you will be assessed a fine of $ 10.00 per violation per day, commencing January 7, 2013. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE(S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE(S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of $ 1,100 are awarded in favor of Escambia County as the prevailing party against Robert J. Vitito.

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

BK: 6884 PG: 1276 Last Page

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

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

**DONE AND ORDERED** at Escambia County, Florida on the 10th day of July, 2012.

Janet Lander
Special Magistrate
Office of Environmental Enforcement

REGULAR BCC AGENDA – Continued

7. Continued…

2019000811

B. Continued…

After reviewing the request for forgiveness of liens, staff made the determination that the request does not fall within the criteria that would allow the County Administrator to act on the Board's behalf and grant relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

| |
|---|
| **Motion:** Move that we provide a release of lien to be recorded in the Clerk's records and to charge the applicant any actual costs incurred by the County.<br>**For Information:** The Board discussed charging the applicant the costs for recording the release of lien with the Clerk's office. |
| **Made by:** Commissioner Underhill<br>**Seconded by:** Commissioner Bergosh |
| **Disposition:** Carried unanimously |

2019000812

C. June 13, 2019, communication from Tonya Brewer-Lambert requesting that the Board approve subordination of a State Housing Initiatives Partnership (SHIP) Program lien at 2702 Weyland Circle.

| |
|---|
| **Motion:** Move that we allow this to subordinate, conditional on Legal's review of the mortgage documentation |
| **Made by:** Commissioner Bergosh<br>**Seconded by:** Commissioner Barry |
| **Disposition:** Carried unanimously |

2019000813

D. June 19, 2019, communication from Doug Westfall requesting Lien relief from property located at 300 Blk Western Pine Road.

Recommendation: That the Board review and consider the Lien relief request made by Doug Westfall, new owner of the property, against 300 Blk Western Pine Road.

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

(Continued on Page 5)

REGULAR BCC AGENDA – Continued

7. Continued…

D. Continued…

After reviewing the request for forgiveness of liens, staff made the determination that the request does not fall within the criteria that would allow the County Administrator to act on the Board's behalf and grant relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Lien's, Section III, H2.

| |
|---|
| **Motion:** Move to drop<br>**For Information:** Commissioner Barry advised that once the property was in compliance, he would be happy to readdress the issue. |
| **Made by:** Commissioner Barry<br>**Seconded by:** Commissioner Underhill |
| **Disposition:** Carried unanimously |

8. 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:

A. The following four Public Hearings on the agenda:

(1) The 9:01 a.m. Public Hearing, advertised in the *Pensacola News Journal* on July 11, 2019, for consideration of the designation of Atwood, Ensley, Oakfield, and Cantonment Community Redevelopment Areas as Brownfield Areas;

(2) The 9:02 a.m. Public Hearing, advertised in the *Pensacola News Journal* on July 3, 2019, for consideration of an amendment of Ordinance 2001-6, Section 42-310 (a) (9);

(3) The 9:15 a.m. Public Hearing, advertised in the *Pensacola News Journal* on May 27, 2019, for consideration of an Ordinance amending the Future Land Use Map - SSA-2019-01; and

(4) The 9:16 a.m. Public Hearing, advertised in the *Pensacola News Journal* on June 24, 2019, for consideration of the renewal of a Recycling Permit for an asphalt/concrete crushing recycling and processing facility located at 3300 Godwin Lane, Pensacola, FL, Bellview Site Contractors, Inc.; and

(Continued on Page 6)

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16911** **8. B.**
**BCC Regular Meeting**
**Meeting Date:** 10/03/2019
**Issue:** Lien Relief - 29 Pen Haven Drive
**From:** Janice Gilley, County Administrator
**Organization:** County Administrator's Office
**CAO Approval:**

## RECOMMENDATION:
September 17, 2019, Communication from Rachel L. Johnson requesting Lien relief from property located at 29 Pen Haven Drive and 61 Pen Haven Drive.

Recommendation: That the Board review and consider the Lien relief request made by Rachel L. Johnson, against 29 Pen Haven Drive and 61 Pen Haven Drive.

## BACKGROUND:
N/A

## BUDGETARY IMPACT:
N/A

## LEGAL CONSIDERATIONS/SIGN-OFF:
If approved by the Board, the County Attorney's Office will prepare the release.

## PERSONNEL:
N/A

## POLICY/REQUIREMENT FOR BOARD ACTION:
The Board of County Commissioners (BCC) has the authority to review and consider lien relief requests.

## IMPLEMENTATION/COORDINATION:
N/A

## Attachments

Lien Relief Request from Rachel L. Johnson

9-17-19

Sharon Pitts,

My name is Rachel L Johnson, I was referred to you by Sandra Slay(Code Enforcement Lien Officer)

I would like to petition the board in reference to outstanding liens, I am not responsible of.

I purchased a tax deed property 29 Pen Haven Dr. Pensacola, FL 32506

Reference # 342S301151008005

Tax Account #071705000

I was charged for an old lien 09/01/2017-11/19/2018 in the amount of$10,580.00

Also, I was charged for a property I didn't purchase,61 Pen Haven Dr Pensacola, FL Case No CE 07 06 0601.

I am requesting a refund for outstanding liens I am not responsible for.

Thank you

Rachel Johnson

Email : lgjoiv8215@gmail.com

Phone : (850) 716-5947

**PAM CHILDERS**
CLERK OF THE CIRCUIT COURT
ARCHIVES AND RECORDS
CHILDSUPPORT
CIRCUIT CIVIL
CIRCUIT CRIMINAL
COUNTY CIVIL
COUNTY CRIMINAL
DOMESTIC RELATIONS
FAMILY LAW
JURY ASSEMBLY
JUVENILE
MENTAL HEALTH
MIS
OPERATIONAL SERVICES
PROBATE
TRAFFIC

**COUNTY OF ESCAMBIA**
**OFFICE OF THE**
**CLERK OF THE CIRCUIT COURT**

**BRANCH OFFICES**
**ARCHIVES AND RECORDS**
**JUVENILE DIVISION**
**CENTURY**

CLERK TO THE BOARD OF
COUNTY COMMISSIONERS
OFFICIAL RECORDS
COUNTY TREASURY
AUDITOR

**PAM CHILDERS, CLERK OF THE CIRCUIT COURT**
**High Bid Tax Deed Sale**

**Cert # 004040 of 2015** **Date** 02/05/2018
**Name** LOLA SALE-8/20/19-29 PEN HAVEN DR, PENSACOLA FL 32506

**Cash Summary**

| | |
|---|---|
| Cash Deposit | $0.00 |
| Total Check | $29,487.62 |
| Grand Total | $29,487.62 |

PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

Escambia County Government Complex • 221 Palafox Place Ste 110 • PENSACOLA, FLORIDA 32502
(850) 595-3793 • FAX (850) 595-4827 • http://www.clerk.co.escambia.fl.us

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019075544 8/28/2019 1:13 PM
OFF REC BK: 8154 PG: 1845 Doc Type: TXD
Recording $10.00 Deed Stamps $205.10

# TAX DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

**This instrument was prepared by:**
**Pam Childers, Clerk of the Circuit Court**
**Escambia County Courthouse**
**Pensacola, Florida**

**WHEREAS** the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed under Tax Certificate No. 04040 was issued on June 1, 2015; and due notice of sale having been published and mailed as required by law, and no person entitled so to do having appeared to redeem said land, such land was on the 5th day of February, 2018, offered for sale at public auction for cash to the highest bidder, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notices thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and after ninety (90) days from said offering for public sale **RACHEL L JOHNSON** having requested that said land be sold to them for the minimum bid fixed by law, and having paid said minimum bid in the amount of $29,240.02;

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS** that the County of Escambia, State of Florida, in consideration of the premises, and in consideration of said sum of $29,240.02, the minimum bid fixed by law, and in pursuance of the statutes in such cases made and provided, does hereby grant, bargain, sell and convey to the said **RACHEL L JOHNSON** 29 PEN HAVEN DR PENSACOLA FL 32506 their heirs and assigns forever, the following described land in Escambia County, Florida, to wit:

**LT 8 BLK 5 1ST ADDN TO PEN HAVEN PB 3 P 14 OR 4211 P 194 CA 173**

**** Property previously assessed to: CHRISTIAN R DAZA SYLVIA L DAZA**

**SECTION 34, TOWNSHIP 2 SOUTH, RANGE 30 WEST**
**REFERENCE NUMBER 342S301151008005**
**TAX ACCOUNT NUMBER 071705000**

provided, however, that said land shall continue subject to and liable for any unpaid taxes thereon.

**IN TESTIMONY WHEREOF**, by virtue of authority in me vested by law, and for and on behalf of the County of Escambia, State of Florida, as Clerk of the Circuit Court for said County, I have executed this deed and have hereunto set my official seal this 20th day of August, 2019.

**PAM CHILDERS,**
**Clerk of the Circuit Court**
**Escambia County, Florida**

WITNESSES:
Mylinda Johnson
Emily Hogg

(OFFICIAL SEAL)

**State of Florida**
**County of Escambia**

Before me, the undersigned, personally appeared PAM CHILDERS, to me well known and personally known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 20th day of August, 2019.

Recorded in Public Records 3/20/2019 2:57 PM OR Book 8065 Page 375, Instrument #2019024831, Pam Childers Clerk of the Circuit Court Escambia County, FL. Recording $10.00

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

**Case No:** CE170200627
**Location:** 29 PEN HAVEN DR
**PR #:** 342S301151008005

ESCAMBIA COUNTY, FLORIDA

vs.

DAZA, CHRISTIAN R &
SYLVIA L
29 PEN HAVEN DR
PENSACOLA, FL 32506

## Cost Order

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances:

Escambia County made certain Repairs to bring the property into compliance and that the repairs were reasonable and necessary. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated .

Itemized Cost

| | | |
|---|---|---|
| Daily fines | $8880.00 | $20.00 Per Day From: 09/01/2017To: 11/19/2018 |
| Court Cost | ~~$1100.00~~ | 550.00 |
| County Abatement Fees | $1,150.00 | |
| Administrative Costs | $0.00 | |

Total: ~~$11130.00~~ $10,580.00

DONE AND ORDERED at Escambia County, Florida on March 12 2019

John B. Trawick
Special Magistrate
Office of Environmental Enforcement

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019076643 9/3/2019 10:34 AM
OFF REC BK: 8156 PG: 1945 Doc Type: ROL

**STATE OF FLORIDA**
**COUNTY OF ESCAMBIA**

## CANCELLATION OF LIEN

Case No. CE 17 02 00627

The Code Enforcement Special Master Order dated 08/01/2017, created pursuant to Section 30-34(d) of Escambia County Code of Ordinances and recorded as a lien on 08/04/2017 against Christian R. Daza and Sylvia L. Daza , whose address is 29 Pen Haven Drive, Pensacola, FL 32506, is hereby satisfied by payment in full to Pam Childers, Clerk of the Circuit Court, Escambia County, FL, on this 3rd day of September, 2019.

Official Records Book/Page: 7755/1726, 7755/1992 and 8065/375

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By: _____
Deputy Clerk

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before the undersigned deputy clerk, personally appeared Mylinda Johnson, personally known to me and known to me to be the individual described by said name who executed the foregoing cancellation as Deputy Clerk to Pam Childers, Clerk of the Circuit Court, and acknowledged before me that she executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 3rd day of September, 2019.

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By: _____
Deputy Clerk

Prepared by
Pam Childers
Clerk of the Circuit Court

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019076644 9/3/2019 10:34 AM
OFF REC BK: 8156 PG: 1946 Doc Type: ROL

**STATE OF FLORIDA**
**COUNTY OF ESCAMBIA**

# CANCELLATION OF LIEN

Case No. CE 07 06 0601

The Code Enforcement Special Master Order dated 08/25/2007, created pursuant to Section 30-34(d) of Escambia County Code of Ordinances and recorded as a lien on 08/31/2007 against Juan R. and Christian R. Daza , whose address is 61 Pen Haven Drive, Pensacola, FL 32506, is hereby satisfied by payment in full to Pam Childers, Clerk of the Circuit Court, Escambia County, FL, on this 3rd day of September, 2019.

Official Records Book 6210, Page 196 and Official Records Book 6210, Page 467

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By: _____
Deputy Clerk

CLERK OF CIRCUIT COURT • ESCAMBIA COUNTY, FLORIDA •

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before the undersigned deputy clerk, personally appeared Mylinda Johnson, personally known to me and known to me to be the individual described by said name who executed the foregoing cancellation as Deputy Clerk to Pam Childers, Clerk of the Circuit Court, and acknowledged before me that she executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 3rd day of September, 2019.

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By: _____
Deputy Clerk

CIRCUIT COURT • ESCAMBIA COUNTY, FLORIDA •

Prepared by
Pam Childers
Clerk of the Circuit Court

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

ESCAMBIA COUNTY, FLORIDA

Vs.

Case No.: 07-06-0601
Location: 61 Pen Haven Drive
PR# 342S30-1151-022-006

Juan R. Daza & Christian R. Daza
29 Pen Haven Drive
Pensacola, FL 32506

**ORDER**

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the respondent or representative, JUAN DAZA 42-196(5) as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the Code of Ordinances 42-196(A)

has occurred and continues.

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

ESCAMBIA COUNTY, FLORIDA

Vs.

Case No.: 07-06-0601
Location: 61 Pen Haven Drive
PR# 342S30-1151-022-006

Juan R. Daza & Christian R. Daza
29 Pen Haven Drive
Pensacola, FL. 32506

**ORDER**

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the respondent or representative, JUAN DAZA 42-196(5) as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the Code of Ordinances 42-196(A)

has occurred and continues.

**Sharon R. Pitts** Johnson, Rachel

**From:** Sandra F Slay
**Sent:** Wednesday, September 4, 2019 10:10 AM
**To:** Stephen G. West; Sharon R. Pitts
**Cc:** Beth A. Larrieu; Timothy R. Day; Heather Mahoney (COC)
**Subject:** Re: Lien Relief Request - 29 Pen Haven;

All:

Please pull this request. I just spoke with the owner and the lien was paid in full as of yesterday from the funds collected at the tax deed sale.

What Ms Johnson is asking now is lien relief and to be reimbursed the $8,880.00 in daily fines. Steve does the Lien Relief Policy even cover a request such as this? And if not who should I direct her to?

Please let me know how to handle this request, she's expecting a refund check.

Thanks
Sam

---

**From:** Stephen G. West <sgwest@myescambia.com>
**Sent:** Thursday, August 29, 2019 4:01 PM
**To:** Sharon R. Pitts <SharonPitts@myescambia.com>
**Cc:** Sandra F Slay <SFSLAY@myescambia.com>; Beth A. Larrieu <balarrie@myescambia.com>
**Subject:** Lien Relief Request - 29 Pen Haven;

Sharon:

Attached for Janice's consideration is a request for relief from code enforcement liens. The hard costs must be paid, but Janice has the authority to grant relief from some or all of the administrative fines.

The minimum amount that must be paid (hard costs) is ~~$1,700.~~ $2500. or $4200.
The full amount of the liens (hard costs plus administrative fines) is $10,580.
Janice can agree to accept any amount between those two numbers in exchange for a release of the liens.

Also attached is a form of letter and release. You will need to insert the amount Janice selects in the space provided in each form.

I assume that you can handle the rest, but please let me know if you or Janice have any questions.

Steve

Stephen G. West, Senior Assistant County Attorney
Office of the County Attorney
221 Palafox Place, Suite 430
Pensacola, FL 32502

Phone: (850) 595-4970
Fax: (850) 595-4979

2019 Form Letter for Janice's Signature (00384480.docx)
2019 Partial Release of Lien Form (00384481.docx)
Lien Relief Request - 29 Pen Haven Drive (00384628.pdf)

**Sharon R. Pitts**

**From:** Sandra F Slay
**Sent:** Wednesday, September 4, 2019 10:27 AM
**To:** Sharon R. Pitts
**Subject:** Fw: Lien Relief Request - 29 Pen Haven;

---

**From:** Stephen G. West <sgwest@myescambia.com>
**Sent:** Wednesday, September 4, 2019 10:18 AM
**To:** Sandra F Slay <SFSLAY@myescambia.com>
**Cc:** Beth A. Larrieu <balarrie@myescambia.com>
**Subject:** RE: Lien Relief Request - 29 Pen Haven;

You can't stop her from bringing her request to the BCC, but there is no authority for the BCC to grant her request.

---

**From:** Sandra F Slay <SFSLAY@myescambia.com>
**Sent:** Wednesday, September 4, 2019 10:15 AM
**To:** Stephen G. West <sgwest@myescambia.com>
**Cc:** Beth A. Larrieu <balarrie@myescambia.com>
**Subject:** Re: Lien Relief Request - 29 Pen Haven;

I didn't think so. So where would she go to make this request? I'm not taking it to the board. Should she make her request in writing and ask to be placed on Written Communication?

---

**From:** Stephen G. West <sgwest@myescambia.com>
**Sent:** Wednesday, September 4, 2019 10:13 AM
**To:** Sandra F Slay <SFSLAY@myescambia.com>
**Cc:** Beth A. Larrieu <balarrie@myescambia.com>
**Subject:** RE: Lien Relief Request - 29 Pen Haven;

Sam:

The lien relief policy does not provide any authority for reimbursements.

---

**From:** Sandra F Slay <SFSLAY@myescambia.com>
**Sent:** Wednesday, September 4, 2019 10:10 AM
**To:** Stephen G. West <sgwest@myescambia.com>; Sharon R. Pitts <SharonPitts@myescambia.com>
**Cc:** Beth A. Larrieu <balarrie@myescambia.com>; Timothy R. Day <TRDAY@myescambia.com>; Heather Mahoney (COC) <HMAHONEY@escambiaclerk.com>
**Subject:** Re: Lien Relief Request - 29 Pen Haven;

All:

Please pull this request. I just spoke with the owner and the lien was paid in full as of yesterday from the funds collected at the tax deed sale.

What Ms Johnson is asking now is lien relief and to be reimbursed the $8,880.00 in daily fines. Steve does the Lien Relief Policy even cover a request such as this? And if not who should I direct her to?

Please let me know how to handle this request, she's expecting a refund check.

Thanks
Sam

---

**From:** Stephen G. West <sgwest@myescambia.com>
**Sent:** Thursday, August 29, 2019 4:01 PM
**To:** Sharon R. Pitts <SharonPitts@myescambia.com>
**Cc:** Sandra F Slay <SFSLAY@myescambia.com>; Beth A. Larrieu <balarrie@myescambia.com>
**Subject:** Lien Relief Request - 29 Pen Haven;

Sharon:

Attached for Janice's consideration is a request for relief from code enforcement liens. The hard costs must be paid, but Janice has the authority to grant relief from some or all of the administrative fines.

The minimum amount that must be paid (hard costs) is $1,700.
The full amount of the liens (hard costs plus administrative fines) is $10,580.
Janice can agree to accept any amount between those two numbers in exchange for a release of the liens.

Also attached is a form of letter and release. You will need to insert the amount Janice selects in the space provided in each form.

I assume that you can handle the rest, but please let me know if you or Janice have any questions.

Steve

Stephen G. West, Senior Assistant County Attorney
Office of the County Attorney
221 Palafox Place, Suite 430
Pensacola, FL 32502
Phone: (850) 595-4970
Fax: (850) 595-4979

## Sharon R. Pitts

**From:** Stephen G. West
**Sent:** Thursday, August 29, 2019 4:01 PM
**To:** Sharon R. Pitts
**Cc:** Sandra F Slay; Beth A. Larrieu
**Subject:** Lien Relief Request - 29 Pen Haven;
**Attachments:** 00384480.docx; 00384481.docx; 00384628.pdf

**Follow Up Flag:** Follow up
**Flag Status:** Flagged

Sharon:

Attached for Janice's consideration is a request for relief from code enforcement liens. The hard costs must be paid, but Janice has the authority to grant relief from some or all of the administrative fines.

The minimum amount that must be paid (hard costs) is $1,700.
The full amount of the liens (hard costs plus administrative fines) is $10,580.
Janice can agree to accept any amount between those two numbers in exchange for a release of the liens.

Also attached is a form of letter and release. You will need to insert the amount Janice selects in the space provided in each form.

I assume that you can handle the rest, but please let me know if you or Janice have any questions.

Steve

Stephen G. West, Senior Assistant County Attorney
Office of the County Attorney
221 Palafox Place, Suite 430
Pensacola, FL 32502
Phone: (850) 595-4970
Fax: (850) 595-4979

2019 Form Letter for Janice's Signature (00384480.docx)
2019 Partial Release of Lien Form (00384481.docx)
Lien Relief Request - 29 Pen Haven Drive (00384628.pdf)

August 29, 2019

Rachel Johnson
29 Pen Haven Drive
Pensacola, FL 32506

Re: Your Request for Lien Relief

Dear Ms. Johnson:

I have reviewed and will approve your request for relief from the environmental enforcement lien on your property at 29 Pen Haven Drive in exchange for payment of $_____.

Within thirty (30) days of the date of this letter, please contact the Clerk of the Court at the following address to arrange for payment of the amount necessary to record the release or set up a payment plan. (Please note that in addition to the amount shown above, the Clerk is required to collect certain other administrative costs associated with processing and recording the Release.)

Heather Mahoney, Director of Judicial Services
Official Records Division
221 Palafox Place
Pensacola, FL 32502
Phone: (850) 595-3930

I have executed the release and forwarded it to the Clerk's Official Records Division. The Clerk will record the release once full payment has been received.

Please feel free to call me if you have any questions or require any additional information.

Very truly yours,

Janice P. Gilley
County Administrator

cc: Heather Mahoney, Director, Judicial Services
Sandra Slay, Division Manager, Environmental Code Enforcement

This document prepared by:
Office of the County Attorney
221 Palafox Place, Suite 430
Pensacola, FL 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

**PARTIAL RELEASE OF LIEN**

In consideration for payment of $_____, the following lien is released from the property owned by Rachel L. Johnson, located at 29 Pen Haven Drive, Pensacola, Florida, as more particularly described in the Tax Deed recorded in Official Record Book 8154 at page 1845 of the public records of Escambia County:

Lien created by the orders of the Environmental Enforcement Special Magistrate recorded in Official Record Book 7755 at pages 1726 and 1992, and Official Record Book 8065 at page 375 of the public records of Escambia County, Florida.

Nothing in this Partial Release shall otherwise impair, alter, or diminish the lien or the operation of the lien against the property of any other person named in the lien, and in all other respects, the lien remains in full force and effect.

Executed this _____ day of _____, 2019.

ESCAMBIA COUNTY, FLORIDA

_____
Janice P. Gilley, County Administrator

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Janice P. Gilley as County Administrator of Escambia County, a political subdivision of the State of Florida. She (___) is personally known to me, or (__) has produced current _____ as identification.

_____
Signature of Notary Public

_____
Printed Name of Notary Public

This document prepared by:
Office of the County Attorney
221 Palafox Place, Suite 430
Pensacola, FL 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

**PARTIAL RELEASE OF LIEN**

In consideration for payment of $_____, the following lien is released from the property owned by Rachel L. Johnson, located at 29 Pen Haven Drive, Pensacola, Florida, as more particularly described in the Tax Deed recorded in Official Record Book 8154 at page 1845 of the public records of Escambia County:

Lien created by the orders of the Environmental Enforcement Special Magistrate recorded in Official Record Book 7755 at pages 1726 and 1992, and Official Record Book 8065 at page 375 of the public records of Escambia County, Florida.

Nothing in this Partial Release shall otherwise impair, alter, or diminish the lien or the operation of the lien against the property of any other person named in the lien, and in all other respects, the lien remains in full force and effect.

Executed this _____ day of _____, 2019.

ESCAMBIA COUNTY, FLORIDA

_____
Janice P. Gilley, County Administrator

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Janice P. Gilley as County Administrator of Escambia County, a political subdivision of the State of Florida. She (___) is personally known to me, or (__) has produced current _____ as identification.

_____
Signature of Notary Public

_____
Printed Name of Notary Public

## Sharon R. Pitts

**From:** Sandra F Slay
**Sent:** Tuesday, September 3, 2019 6:48 AM
**To:** Sharon R. Pitts
**Cc:** Chips Kirschenfeld; Timothy R. Day
**Subject:** Fw: Fee Appeal Request

**Follow Up Flag:** Follow up
**Flag Status:** Flagged

Good morning Ms. Pitts,

I am following up on a lien relief request that was sent over for review by the county administrator on 7/09/19.

The current owner has requested for an update on the status of his request.

Thank you for your help with this matter.

Sam

---

**From:** Williams Financial Enterprises <parley@willfinent.com>
**Sent:** Friday, August 30, 2019 2:24 PM
**To:** Sandra F Slay <SFSLAY@myescambia.com>
**Subject:** Re: Fee Appeal Request

Sandra,

Just checking on the status of this request. Has there been any progress?

Parley Williams
4358817038

On May 29, 2019, at 6:40 AM, Sandra F Slay <SFSLAY@myescambia.com> wrote:

> Good morning Mr. Williams,
>
> I apologize for the confusion but this is the first time I have received your email or request. Ms. Gilly must have overlooked your first email. Either way I'm on it now and will need a few things from you before I can send your request forward for review.
>
> Please fill out and return to me the attached document along with all records it's requesting. Once I receive the form and documents and verify the property is clear of any code violations I can send it over to legal for review.

Thank you
Sandra

---

**From:** Williams Financial Enterprises <parley@willfinent.com>
**Sent:** Friday, May 24, 2019 12:54 PM
**To:** Sandra F Slay
**Subject:** Fwd: Fee Appeal Request

Ma,
I submitted the following back in March and have not hear anything back. I called in to inquire and was told it didn't appear that anything had been done on this and was given your email address. I would like to get this moving forward if I can. Is there anything else needed? Thanks.

Respectfully,
Williams Financial Enterprises LLC
Parley Williams
456 NW 161st Rd
Clinton MO 64735
435-881-7038

Begin forwarded message:

> **From:** Parley Williams <parley@willfinent.com>
> **Date:** March 28, 2019 at 4:13:23 PM CDT
> **To:** "jkgilly@myescambia.com" <jkgilly@myescambia.com>
> **Subject: Fee Appeal Request**
>
> I would like to request an appeal of fees on property 108 Elm St, Pensacola which I purchased on a tax deed sale and have now brought into compliance. I do not live local so I would also like to receive a call or conference call during any court proceedings at my cell number 435-881-7038. Please let me know if there are any additional requirements.
>
> Williams Financial Enterprises LLC
> Parley Williams
> 456 NW 161st Rd
> Clinton MO 64735
> 435-881-7038

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

<Lien Relief Application Step 1.pdf>

**Application for Relief from Environmental Enforcement Lien**

Due to the volume of requests for relief from environmental enforcement liens received by Escambia County, applicants are asked to provide the information in Part I below in order to ensure that their application can be processed in a timely manner.

**Part I** (to be completed by the Applicant)

Please provide the following information:

A. Name, address, and telephone number of the person completing this form:

Rachel Johnson 29 Pen haven Dr.
850 716-5947

B. The street address or tax account number for the property that is the subject of your request.

29 Pen Haven Dr

C. The full legal name of the current owner of the property referenced in section B:

7755 Book 172 page Anthony N. Smith or Christian Silvia

D. Attach to this form a copy of the current owner's recorded deed or certificate of title.

E. Attach to this form a copy of the recorded environmental enforcement lien(s) that you believe have attached to the property.

F. Attach to this form a brief explanation of why you think the County should approve your request.

**Part II** (to be completed by the Division of Environmental Code Enforcement)

A. Are conditions on the property in compliance with the requirements of the Escambia County Code of Ordinances?

☑ Yes

☐ No (describe) We are Renovation to the home's property has been cleaned

B. The following costs and fines have accrued on the lien(s) referenced in Part I.

Court Costs: $550.00

Abatement Costs: 1,150.00

Administrative Fines: 8,880.00

total $ 10,580.00

Rachel L Johnson
29 Pen Haven Dr.
Pensacola, FL 32506
850.716.5947
lgjwiv82815@gmail.com

Proposal
29 Pen Haven Dr
Pensacola, FL
32506

To whom this may concern,

I Rachel L. Johnson the new owner of 29 Pen Haven Dr Pensacola, FL. 32506, would like to request a relief from environmental enforcement lien. During the time the lien was placed on 29 Pen Haven Dr. DAZA Christian & Sylvia or Smith Anthony N. were the current owner.

The lien was placed on 29 Pen Haven Dr. 9/1/2017 til 11/19/18, I Purchased the property 29 Pen Haven Dr 8/20/19.

There was an open case, as the owner ~~if~~ have took ownership of the property. I have maintain the past over growth, nuisance condition, and cleaned the property up. ~~and~~

I am requesting today a refund of lien amount, and close open case on the property located at 29 Pen Haven Dr. Pensacola, FL 32506.

Sincerely,
Owner Rachel Johnson

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

**Case No:** CE170200627
**Location:** 29 PEN HAVEN DR
**PR #:** 342S301151008005

ESCAMBIA COUNTY, FLORIDA

vs.

DAZA, CHRISTIAN R &
SYLVIA L
29 PEN HAVEN DR
PENSACOLA, FL 32506

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019024831 3/20/2019 2:57 PM
OFF REC BK: 8065 PG: 375 Doc Type: CEL1
Recording $10.00

## Cost Order

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances:

Escambia County made certain Repairs to bring the property into compliance and that the repairs were reasonable and necessary. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated .

Itemized Cost

| | | |
|---|---|---|
| Daily fines | $8880.00 | $20.00 Per Day From: 09/01/2017To: 11/19/2018 |
| Court Cost | ~~$1100.00~~ 550.00 | |
| County Abatement Fees | $1,150.00 | |
| Administrative Costs | $0.00 | |
| Total: | ~~$11130.00~~ $10,580.00 | |

DONE AND ORDERED at Escambia County, Florida on March 12 2019.

John B. Trawick
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 3/20/2019 2:57 PM OR Book 8065 Page 375, Instrument #2019024831, Pam Childers Clerk of the Circuit Court Escambia County, FL. Recording $10.00

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

Case No: CE170200627
Location: 29 PEN HAVEN DR
PR #: 3425301151008005

ESCAMBIA COUNTY, FLORIDA

vs.

DAZA, CHRISTIAN R &
SYLVIA L
29 PEN HAVEN DR
PENSACOLA, FL 32506

**Cost Order**

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances:

Escambia County made certain Repairs to bring the property into compliance and that the repairs were reasonable and necessary. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated .

Itemized Cost

| | | |
|---|---|---|
| Daily fines | $8880.00 | $20.00 Per Day From: 09/01/2017To: 11/19/2018 |
| Court Cost | ~~$1100.00~~ $50.00 | |
| County Abatement Fees | $1,150.00 | |
| Administrative Costs | $0.00 | |

Total: ~~$11130.00~~ $10,580.00

DONE AND ORDERED at Escambia County, Florida on March 12 2019

John B. Trawick
Special Magistrate
Office of Environmental Enforcement

**PAM CHILDERS**
CLERK OF THE CIRCUIT COURT
ARCHIVES AND RECORDS
CHILDSUPPORT
CIRCUIT CIVIL
CIRCUIT CRIMINAL
COUNTY CIVIL
COUNTY CRIMINAL
DOMESTIC RELATIONS
FAMILY LAW
JURY ASSEMBLY
JUVENILE
MENTAL HEALTH
MIS
OPERATIONAL SERVICES
PROBATE
TRAFFIC

**COUNTY OF ESCAMBIA**
**OFFICE OF THE**
**CLERK OF THE CIRCUIT COURT**

**BRANCH OFFICES**
**ARCHIVES AND RECORDS**
**JUVENILE DIVISION**
**CENTURY**

CLERK TO THE BOARD OF
COUNTY COMMISSIONERS
OFFICIAL RECORDS
COUNTY TREASURY
AUDITOR

**PAM CHILDERS, CLERK OF THE CIRCUIT COURT**
**High Bid Tax Deed Sale**

**Cert # 004040 of 2015** **Date** 02/05/2018
**Name** LOLA SALE-8/20/19-29 PEN HAVEN DR, PENSACOLA FL 32506

**Cash Summary**

| | |
|---|---|
| Cash Deposit | $0.00 |
| Total Check | $29,487.62 |
| Grand Total | $29,487.62 |

PAM CHILDERS
Clerk of the Circuit Court

By:
Deputy Clerk

Escambia County Government Complex • 221 Palafox Place Ste 110 • PENSACOLA, FLORIDA 32502
(850) 595-3793 • FAX (850) 595-4827 • http://www.clerk.co.escambia.fl.us

0066092 / Office AU #

11-24 / 1210(8)

# CASHIER'S CHECK

SERIAL #: 6609201779

ACCOUNT#: 4861-513265

Remitter: RACHEL JOHNSON
Purchaser: RACHEL JOHNSON
Purchaser Account: 8750016601
Operator I.D.: u854042 u266936
Funding Source: Electronic Items(s)

**August 20, 2019**

PAY TO THE ORDER OF ***ESCAMBIA COUNTY CLERK COURT***

***Twenty-nine thousand four hundred eighty-seven dollars and 62 cents*** **$29,487.62**

Payee Address: 29 PEN HEAVEN DR PENSACOLA,FL 32506- US
Memo: PAYMENT FOR PROPERTY

WELLS FARGO BANK, N.A.
21 E GARDEN ST
PENSACOLA, FL 32502
FOR INQUIRIES CALL (480) 394-3122

NOTICE TO PURCHASER – IF THIS INSTRUMENT IS LOST, STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION AND REISSUANCE. AS A CONDITION TO CANCELLATION AND REISSUANCE, WELLS FARGO BANK MAY IMPOSE A FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

VOID IF OVER US $ 29,487.62

**NON-NEGOTIABLE**

## Purchaser Copy

FB004 M4203 60119784

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

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017060025 8/4/2017 10:04 AM
OFF REC BK: 7755 PG: 1726 Doc Type: CEO
Recording $44.00

**PETITIONER**
ESCAMBIA COUNTY FLORIDA,

**VS.**

**CASE NO: CE#17-02-00627**
**LOCATION: 29 Pen Haven Dr**
**PR# 342S301151008005**

**Daza Christian R & Sylvia L**
**29 Pen Haven Dr**
**Pensacola, FL 32506**
**RESPONDENT**

**ORDER**

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

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

_____

- ☐ 42-196 (d) Overgrowth

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

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

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

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

☐ 82-171 Mandatory Residential Waste Collection

☐ 82-15 Illegal Burning

☐ 82-5 Littering Prohibited

☐ LDC Chapter 3 Commercial in residential and non permitted use

☐ LDC Chapter 2 Article 3 Land Disturbance without permits

☐ LDC Chapter 5 Article 8 Prohibited Signs, Un-permitted Sign ROW

☐ LDC Sec 4-7.9 Outdoor Storage_____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that **RESPONDENT** shall have until August 31, **2017** to correct the violation and to bring the violation into compliance.

Corrective action shall include:

- [x] Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- [ ] Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- [x] Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.
- [ ] Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- [ ] Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- [ ] Immediately cease burning and refrain from future burning
- [ ] Remove all refuse and dispose of legally and refrain from future littering
- [ ] Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- [ ] Obtain necessary permits or cease operations
- [ ] Acquire proper permits or remove sign(s)
- [ ] Other _____
- [ ] Other _____
- [ ] Other _____
- [ ] Other _____
- [ ] Other _____

If you fail to fully correct the violation within the time required, you will be assessed a fine of $ 90.00 per day, commencing September 1, 2017. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measurers are necessary to abate the violation for you These measurers could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of $ 1,100 are awarded in favor of Escambia County as the prevailing party against **RESPONDENT.**

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

**You have the right** to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 3363 W Park Place, Pensacola, Florida 32505 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than **30 days** from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

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

**DONE AND ORDERED** at Escambia County, Florida on the 1st day of August, 2017.

John B Trawick
~~Special~~ Magistrate
Office of Environmental Enforcement

## Sharon R. Pitts

**From:** Timothy R. Day
**Sent:** Friday, August 30, 2019 9:55 AM
**To:** Beth A. Larrieu; Sharon R. Pitts
**Cc:** Sandra F Slay
**Subject:** FW: Nuisance Abatement Liens-Code Enforcement

**Follow Up Flag:** Follow up
**Flag Status:** Flagged

Sharon/Beth:

Can you help track down these pending nuisance abatement liens please?

Thanks

Tim

---

**From:** Sandra F Slay <SFSLAY@myescambia.com>
**Sent:** Friday, August 30, 2019 8:31 AM
**To:** Chips Kirschenfeld <JTKIRSCHE@myescambia.com>; Timothy R. Day <TRDAY@myescambia.com>; Melissa A. Reber <MAREBER@myescambia.com>
**Subject:** Fw: Nuisance Abatement Liens-Code Enforcement

Requesting your assistance with this issue. We have no idea if Steve West is still sitting on these Nuisance Abatement liens or if they are still in Ms. Gilley hands. Could someone please track them down and make sure they are signed?

We have got to get these liens filed with the Clerk's Office.

Thank you both for your help and be safe

Sam

---

**From:** Melissa A. Reber <MAREBER@myescambia.com>
**Sent:** Friday, August 30, 2019 7:59 AM
**To:** Sandra F Slay <SFSLAY@myescambia.com>
**Subject:** Fw: Nuisance Abatement Liens-Code Enforcement

Still no update on the Nuisance Abatement Liens, see correspondence below

**From:** Sandra F Slay <SFSLAY@myescambia.com>
**Sent:** Tuesday, August 27, 2019 8:21 AM
**To:** Timothy R. Day <TRDAY@myescambia.com>; Melissa A. Reber <MAREBER@myescambia.com>
**Subject:** Re: Nuisance Abatement Liens-Code Enforcement

Thanks Tim. We really need to get them filed

---

**From:** Timothy R. Day <TRDAY@myescambia.com>
**Sent:** Monday, August 26, 2019 6:25 PM
**To:** Melissa A. Reber <MAREBER@myescambia.com>
**Cc:** Sandra F Slay <SFSLAY@myescambia.com>
**Subject:** Re: Nuisance Abatement Liens-Code Enforcement

Will follow up with Janice in the am

Sent from my iPhone

On Aug 26, 2019, at 5:09 PM, Melissa A. Reber <MAREBER@myescambia.com> wrote:

> Tim-Sam
>
> Just letting you know I haven't received any additional information regarding the status of those Nuisance Abatement liens. See below
>
> Melissa
>
> **From:** Sandra F Slay <SFSLAY@myescambia.com>
> **Date:** August 16, 2019 at 10:00:49 AM CDT
> **To:** "Melissa A. Reber" <MAREBER@myescambia.com>
> **Cc:** "Timothy R. Day" <TRDAY@myescambia.com>
> **Subject: Re: Nuisance Abatement Liens-Code Enforcement**
>
> We need to get these signed and filed with the clerks office as soon as possible
>
> Sent from my iPhone
>
> On Aug 16, 2019, at 9:38 AM, Melissa A. Reber <MAREBER@myescambia.com> wrote:
>
> > I have heard nothing sent I sent the Nuisance Abatement lien's back over for Administrator's Gilley's signature. See below

**From:** Melissa A. Reber <MAREBER@myescambia.com>
**Sent:** Tuesday, August 6, 2019 2:50 PM
**To:** Stephen G. West <sgwest@myescambia.com>; Deana E. Stallworth <destallw@myescambia.com>
**Cc:** Timothy R. Day <TRDAY@myescambia.com>; Beth A. Larrieu <balarrie@myescambia.com>; Sandra F Slay <SFSLAY@myescambia.com>; Kia M. Johnson <KMJOHNSON@myescambia.com>
**Subject:** Nuisance Abatement Liens-Code Enforcement

Steve/Deana:

Sam has asked me to correct the issues with the legal description on the attached Nuisance Abatement Liens and forward them back based on her responses in the email below.

Thank you all for your assistance in this matter

**Officer Melissa Reber** #681
Abatement's
Environmental Enforcement
M-Fri 7- 3:30
(850) 554-2760
mareber@myescambia.com

www.myescambia.com/code411

<Outlook-gczknphi.png>

---

**From:** Sandra F Slay <SFSLAY@myescambia.com>
**Sent:** Wednesday, July 31, 2019 6:19 AM
**To:** Stephen G. West <sgwest@myescambia.com>; Deana E. Stallworth <destallw@myescambia.com>
**Cc:** Timothy R. Day <TRDAY@myescambia.com>; Melissa A. Reber <MAREBER@myescambia.com>; Beth A. Larrieu <balarrie@myescambia.com>
**Subject:** Re: Nuisance Abatement Liens-Code Enforcement

Steve,

The name issue was a malfunction of our software merging which we have addressed. We should have caught that and will be more aware as well as the legal description.

As for the dollar amount the Board has made it painfully clear to us they want us to continue to use the SA ordinance as a tool for abatement regardless of the amount for abatement. Tim had discussed with the Board to limit the amount fees to $1,500.00 but the Board was not in favor of that. They clearly stated they do not care the cost but to continue to use the SA ordinance as we have been.

Saying this we do try to do a rough estimate in our heads as to the cost and if we feel it will be extremely high we redirect the case through the SM process. Unfortunately we or the contractors are not always able to catch the full cost on the front end. There are times when the abatement has started the contractors uncover more items/debris then all were aware of.

I do agree with you the original intent was to use this ordinance as a quick overgrowth and trash abatement but demands by the Board has changed things.

Thank you and please let me know if I can be of further assistance

Sam

---

**From:** Stephen G. West <sgwest@myescambia.com>
**Sent:** Monday, July 29, 2019 9:37 AM
**To:** Deana E. Stallworth <destallw@myescambia.com>
**Cc:** Timothy R. Day <TRDAY@myescambia.com>; Sandra F Slay <SFSLAY@myescambia.com>; Melissa A. Reber <MAREBER@myescambia.com>; Beth A. Larrieu <balarrie@myescambia.com>
**Subject:** RE: Nuisance Abatement Liens-Code Enforcement

Deana:

These are not appropriate. I have several concerns. The names of the owners are incorrect, and the legal descriptions are incomplete. Also, significantly, the summary abatement process is supposed to be used only for minor violations; it should not be used for violations that generate thousands of dollars in abatement costs.

---

**From:** Deana E. Stallworth <destallw@myescambia.com>
**Sent:** Monday, July 29, 2019 8:47 AM
**To:** Stephen G. West <sgwest@myescambia.com>
**Cc:** Kia M. Johnson <KMJOHNSON@myescambia.com>
**Subject:** FW: Nuisance Abatement Liens-Code Enforcement

Hi Steve,

Please see the attached for your review. In the past, when I've received these from Melissa, I asked Kia to review and confirm appropriateness. I've cc'd Kia in case I'm misunderstanding that these are yours now. Thanks!

**Deana Stallworth**
Assistant to the County Administrator (Interim)

Escambia County Board of County Commissioners
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-3935
deana_stallworth@myescambia.com
<image001.png>

---

**From:** Melissa A. Reber <MAREBER@myescambia.com>
**Sent:** Monday, July 29, 2019 8:39 AM
**To:** Deana E. Stallworth <destallw@myescambia.com>
**Subject:** Nuisance Abatement Liens-Code Enforcement

Good Morning Deana:

Attached are 3 Nuisance Abatement Liens for Mrs. Gilley's signature of approval

Thanks

**Officer Melissa Reber** #681
Abatement's
Environmental Enforcement
M-Fri 7- 3:30

(850) 554-2760
mareber@myescambia.com

www.myescambia.com/code411

<image002.png>

## Alain Espinosa

**From:** Sharon R. Pitts
**Sent:** Thursday, September 19, 2019 12:24 PM
**To:** Alain Espinosa
**Subject:** FW: 29 Pen Haven

FYI

*Sharon Pitts*

Assistant to the County Administrator
Escambia County
221 Palafox Place
Pensacola, FL 32502
SharonPitts@MyEscambia.com
(850) 595-4947

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

---

**From:** Emily Hogg (COC)
**Sent:** Wednesday, September 4, 2019 10:32 AM
**To:** Sandra F Slay <SFSLAY@myescambia.com>; Mylinda Johnson (COC) <MJOHNSON@escambiaclerk.com>; Heather Mahoney (COC) <HMAHONEY@escambiaclerk.com>
**Cc:** Whitney Coppage (COC) <WCOPPAGE@escambiaclerk.com>; Janice K. Gilly <JKGILLY@myescambia.com>; Sharon R. Pitts <SharonPitts@myescambia.com>
**Subject:** RE: 29 Pen Haven

She told me that code enforcement told her that, and I said, I have no idea but that we would pay what we had out of overbid.
I think she is very confused.

**Emily Hogg, Tax Deeds/Official Records**
PAM CHILDERS, Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County
(850) 595-3793

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

---

**From:** Sandra F Slay
**Sent:** Wednesday, September 04, 2019 10:27 AM
**To:** Mylinda Johnson (COC); Heather Mahoney (COC)
**Cc:** Emily Hogg (COC); Whitney Coppage (COC); Janice K. Gilly; Sharon R. Pitts
**Subject:** Re: 29 Pen Haven

Yes ma'am she must have. I was totally thrown for a loop when she requested her check.

Thank you all for your help

Sam

---

**From:** Mylinda Johnson (COC) <MJOHNSON@escambiaclerk.com>
**Sent:** Wednesday, September 4, 2019 10:25 AM
**To:** Sandra F Slay <SFSLAY@myescambia.com>; Heather Mahoney (COC) <HMAHONEY@escambiaclerk.com>
**Cc:** Emily Hogg (COC) <EHOGG@escambiaclerk.com>; Whitney Coppage (COC) <WCOPPAGE@escambiaclerk.com>; Janice K. Gilly <JKGILLY@myescambia.com>
**Subject:** RE: 29 Pen Haven

I believe she purchased the property from the Lands Available list. We paid both liens of record. One was attached to 29 Pen Haven, one to 61 Pen Haven.
We would not tell her if she was granted relief she would be entitled to the overbid funds, the prior owner or other lien holders of record would be entitled to those funds.
She must have misunderstood a conversation she had with Emily.

Thanks,
Mylinda

**Mylinda K. Johnson, Official Records**
PAM CHILDERS, Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County
850-595-4813

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

**From:** Sandra F Slay
**Sent:** Wednesday, September 04, 2019 10:13 AM
**To:** Heather Mahoney (COC); Mylinda Johnson (COC)
**Subject:** Fw: 29 Pen Haven

Morning Ladies,

Ms. Johnson purchased the above property at a tax sale on 8/20/19. She contacted me last week requesting lien relief. For some reason she's thinking if she is granted relief from the county she will be getting a check for the amount released from the lien. She stated something like the $10,000 she paid and was told by "Emily" if she gets relief she would be reimbursed that amount lien amount.

Is this something the clerk's office tells new buyers? And has the clerk ever refunded someone after a lien relief was granted?

She's expecting a check for the daily fines in the amount of $8,880.00.

Thank you both

Sam

---

**From:** RJs TastyPlatesLLC <lgjwiv82815@gmail.com>
**Sent:** Wednesday, September 4, 2019 9:48 AM
**To:** Sandra F Slay <SFSLAY@myescambia.com>
**Subject:** Re: 29 Pen Haven

I was told that liens was apart of the 29,somn thousand and if I request for lien relief it was possibility I could get something back... I'm not trying to pay out any more money... The new case had been closed so what portion are you talking about? Because I can't afford to pay for anything

On Wed, Sep 4, 2019, 9:42 AM RJs TastyPlatesLLC <lgjwiv82815@gmail.com> wrote:

> Please give me a call
> 8507165947

On Wed, Sep 4, 2019, 9:39 AM Sandra F Slay <SFSLAY@myescambia.com> wrote:

There will not be a check. The lien was never paid but as the new owner you are requesting the daily fines be reduced or remove from the total lien amount. If approved you wil have to pay the court cost of $550 plus the abatement cost of $1,150.00.

---

**From:** RJs TastyPlatesLLC <lgjwiv82815@gmail.com>
**Sent:** Wednesday, September 4, 2019 9:11 AM
**To:** Sandra F Slay <SFSLAY@myescambia.com>
**Subject:** Re: 29 Pen Haven

Good morning Sandra
If Approved will the check come in the mail?
Or, will I pick it up from your office?

On Fri, Aug 30, 2019, 10:06 AM RJs TastyPlatesLLC <lgjwiv82815@gmail.com> wrote:

Great, thank you so much!

On Fri, Aug 30, 2019, 6:06 AM Sandra F Slay <SFSLAY@myescambia.com> wrote:

Ms. Johnson,

Just wanted to follow up with you to let you know our attorney's office has completed their review of your request and did forward it on to the County Administrator yesterday. I've ask the new aid to the Administrator to copy me just as soon as the letter is approved. Once I get a copy I will forward it to you and you should also receive one in the mail.

I will be out of the office the week of Sept. 9th. If it should be approved that week you may get it in the mail before I'm able to forward to you.

Best of luck with your business and lien request. Be safe.

Sandra

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

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

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16615** **Public Hearings 10.**

**BCC Regular Meeting**

**Meeting Date:** 10/03/2019

**Issue:** 5:31 p.m. Public Hearing - Vacation of a Portion of Unopened Right-of-Way Known as Rentz Avenue

**From:** Joy Jones, Director

**Organization:** Engineering

**CAO Approval:**

---

## RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of the Petition to Vacate a Portion of Unopened Right-of-Way Known as Rentz Avenue, as petitioned by Michele Mayfield Slowey-Blankenship.

That the Board take the following action concerning the Petition to Vacate a Portion of Unopened Right-of-Way Known as Rentz Avenue:

A. Approve or deny the Petition to Vacate a Portion of Unopened Right-of-Way Known as Rentz Avenue (approximately 0.40 acres), as petitioned by Michele Mayfield Slowey-Blankenship;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

The real property mentioned in this Petition to Vacate is located in Commission District 2.

## BACKGROUND:

This portion of Rentz Avenue is an unopened right-of-way located on the south side of Gulf Beach Highway. The Petitioner's family has owned the property located at 2531 Gulf Beach Highway since 1951, and the Petitioner is requesting that the County vacate a portion of the unopened right-of-way west of her property known as Rentz Avenue (approximately 0.40 acres). Petitioner's recent survey of the property show the driveway and fence encroach into this portion of unopened right-of-way.

Staff has reviewed the request and there are objections to this request since the ongoing Beach Haven Drainage Project may need to utilize the existing right-of-way for infrastructure. Planning and Zoning staff noted that the subject area serves as a buffer between this property's residential zoning and the heavy commercial/light industrial zoning to the west. Should that adjacent parcel be later developed for commercial use, buffering will be required of the developer of the commercial-use property.

Emerald Coast Utility Authority (ECUA) has no infrastructure in the subject area; however, they would like to retain a Utility Easement for potential future sewer expansion projects along Gulf Beach Highway. Gulf Power will need an Anchor Easement for the subject area. AT&T, MCI, Peoples Water Service, Quanta Telecommunication Services, and Pensacola Energy state that they have no objections to this Petition to Vacate.

**BUDGETARY IMPACT:**

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

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Not Applicable.

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

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

---

**Attachments**

Hold Harmless_Rentz Ave
Resolution_Rentz Ave
Certification and Mailing List_Rentz Ave
Notice of Adoption_Rentz Ave
Proof of Publication_Rentz Ave
Aerial Map-Rentz Ave

---

# HOLD/HARMLESS AGREEMENT

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

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

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

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

A PORTION OF PUBLIC RIGHT OF WAY OF RENTZ AVENUE (80' RIGHT OF WAY) MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 65, BEACH HAVEN, A SUBDIVISION AS RECORDED IN DEED BOOK 46 AT PAGE 51 IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED N08°09'29"E ALONG THE EASTERLY RIGHT OF WAY LINE OF RENTZ AVENUE (80' RIGHT OF WAY) FOR A DISTANCE OF 350.00 FEET TO THE SOUTHWEST CORNER OF LOT 5, BLOCK 65 OF SAID BEACH HAVEN SUBDIVISION AND THE POINT OF BEGINNING; THENCE CONTINUE N08°09'29"E ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 239.70 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF GULF BEACH HIGHWAY (96' RIGHT OF WAY); THENCE PROCEED S70°50'57"W ALONG THE SOUTHERLY RIGHT OF WAY EXTENSION OF SAID GULF BEACH HIGHWAY FOR A DISTANCE OF 90.03 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF RENTZ AVENUE (80' RIGHT OF WAY); THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY EXTENSION PROCEED S08°09'29"W ALONG THE WESTERLY RIGHT OF WAY LINE OF RENTZ AVENUE (80' RIGHT OF WAY) FOR A DISTANCE OF 197.96 FEET; THENCE PROCEED S81°31'32"E FOR A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING. ALL BEING IN A PORTION OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA. CONTAINING 0.40 ACRES MORE OR LESS.

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

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

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

Executed in the presence of:

Russell J. Pfister
Witness
Russell J. Pfister
Print or type name

Mary Young White
Witness
Mary Young White
Print or type name

Michele Mayfield Slowey-Blankenship
Petitioner(s)
Michele Mayfield Slowey-Blankenship
Print or type name(s)

Date: May 21st, 2019

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of May, 2019, by Michele Blakenship. He/She is (___) personally known to me, (X) produced current Florida/Other Virginia driver's license as identification, and/or (___) produced current _____ as identification.

Samantha Mitchell
Notary Public
Samantha Mitchell
Print or type name

(Notary Seal must be affixed)

SAMANTHA MITCHELL
Notary Public-State of Florida
Commission # GG 318826
My Commission Expires
April 02, 2023

Commission Expires: April 2, 2023
Commission Number: GG 318826

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By_____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By_____
Deputy Clerk

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

RESOLUTION NUMBER R_____-_____

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

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

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

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 65, BEACH HAVEN, A SUBDIVISION AS RECORDED IN DEED BOOK 46 AT PAGE 51 IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED N08°09'29"E ALONG THE EASTERLY RIGHT OF WAY LINE OF RENTZ AVENUE (80' RIGHT OF WAY) FOR A DISTANCE OF 350.00 FEET TO THE SOUTHWEST CORNER OF LOT 5, BLOCK 65 OF SAID BEACH HAVEN SUBDIVISION AND THE POINT OF BEGINNING; THENCE CONTINUE N08°09'29"E ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 239.70 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF GULF BEACH HIGHWAY (96' RIGHT OF WAY); THENCE PROCEED S70°50'57"W ALONG THE SOUTHERLY RIGHT OF WAY EXTENSION OF SAID GULF BEACH HIGHWAY FOR A DISTANCE OF 90.03 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF RENTZ AVENUE (80' RIGHT OF WAY); THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY EXTENSION PROCEED S08°09'29"W ALONG THE WESTERLY RIGHT OF WAY LINE OF RENTZ AVENUE (80' RIGHT OF WAY) FOR A DISTANCE OF 197.96 FEET; THENCE PROCEED S81° 31'32"E FOR A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING. ALL BEING IN A PORTION OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA. CONTAINING 0.40 ACRES MORE OR LESS.

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

WHEREAS, Petitioner(s), Michele Mayfield Slowey-Blankenship, has caused to be published on September 5, A.D., 2019, notice in a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held at 5:31 p.m. on October 3, 2019 in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

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

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

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

2. That the following described property acquired for public road rights-of-way, alleyway, or other public purposes is hereby vacated, abandoned, and closed;

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 65, BEACH HAVEN, A SUBDIVISION AS RECORDED IN DEED BOOK 46 AT PAGE 51 IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED N08°09'29"E ALONG THE EASTERLY RIGHT OF WAY LINE OF RENTZ AVENUE (80' RIGHT OF WAY) FOR A DISTANCE OF 350.00 FEET TO THE SOUTHWEST CORNER OF LOT 5, BLOCK 65 OF SAID BEACH HAVEN SUBDIVISION AND THE POINT OF BEGINNING; THENCE CONTINUE N08°09'29"E ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 239.70
FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF GULF BEACH HIGHWAY (96' RIGHT OF WAY); THENCE PROCEED S70°50'57"W ALONG THE SOUTHERLY RIGHT OF WAY EXTENSION OF SAID GULF BEACH HIGHWAY FOR A DISTANCE OF 90.03 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF RENTZ AVENUE (80' RIGHT OF WAY); THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY EXTENSION PROCEED S08°09'29"W ALONG THE WESTERLY RIGHT OF WAY LINE OF RENTZ AVENUE (80' RIGHT OF WAY) FOR A DISTANCE OF 197.96 FEET; THENCE PROCEED S81°31'32"E FOR A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING. ALL BEING IN A PORTION OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA. CONTAINING 0.40 ACRES MORE OR LESS.

Gulf Power now known as Nextera Energy and Emerald Coast Utilities Authority wish to retain an easement over the described property.

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

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

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By_____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By_____
Deputy Clerk

Adopted:_____

CERTIFICATION OF PROPERTY OWNERS
WITHIN 1000 FEET

The undersigned petitioner(s), do es hereby certify that the individuals whose names and addresses are attached, represent all of those individuals owning property which lies within 1000 feet of the public road rights-of-way, alleyway, or other land which is subject to the Petition to Vacate, Abandon, and Close Certain Public Road Rights-of-Way, Alleyway or Other Lands, dated 8-17-19.

Michele Mayfield Stowey-Blankenship
Petitioner(s)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned authority, personally appeared Michele Mayfield Stowey-Blankenship who is personally known to me or who have/has produced Drivers License as identification and who is/are known to me to be the individual(s) described in and who acknowledged that she executed the foregoing Certification for the uses and purposes described herein.

WITNESS my hand and official seal this 17 day of August 2019 A.D., 2019.

Notary Public

Alton L. Parker
Print or type name

ALTON LEE PARKER NOTARY PUBLIC #217591 COMMONWEALTH OF VIRGINIA

Commission Number:
Commission Expires:

Mailing List Rentz Ave Vacation

Unique Owners + Addr

| | D | E | F | G | H | I |
|---|---|---|---|---|---|---|
| 1 | Compl | OName1 | Address Label Line 1 | Addr Line 2 | Addr Line 3 | Addr Line 4 |
| 2 | | ABAD VIRGINIA E | VIRGINIA B ABAD | 407 RENTZ AVE | PENSACOLA, FL 32507 | |
| 3 | | ACER LLC | ACER LLC | 7889 COUNTY RD 19 | FOLEY, AL 36535 | |
| 4 | | ACKERMAN HELE | HELEN E ACKERMAN | 435 OLD HOMESTEAD TRL | DULUTH, GA 30097 | |
| 5 | | ADAMS TRINA M | TRINA MARIE ADAMS | 617 CALHOUN AVE | PENSACOLA, FL 32507 | |
| 6 | 1 | ALFORD JERRY \ | JERRY W ALFORD | 614 RENTZ AVE | PENSACOLA, FL 32507 | |
| 7 | | ALTHAUS SUZAN | SUZANNE K WILSON ALTHAUS | 413 CALHOUN AVE | PENSACOLA, FL 32507 | |
| 8 | 1 | AMICK LLC | AMICK LLC | 2456 BOWLING GREEN WAY | CANTONMENT, FL 32533 | |
| 9 | | ANDERSON RICH | RICHARD L ANDERSON | 1815 BAINBRIDGE AVE | PENSACOLA, FL 32507 | |
| 10 | 1 | AUGUSTA HOLDI | AUGUSTA HOLDINGS LLC | PO BOX 4208 | PENSACOLA, FL 32507 | |
| 11 | | BAISDEN DOROT | DOROTHY E BAISDEN LIFE EST | 611 RENTZ AVE | PENSACOLA, FL 32507 | |
| 12 | 1 | BAKER FRANK A | FRANK A BAKER | 714 RENTZ AVE | PENSACOLA, FL 32507 | |
| 13 | 1 | BALL BRENTS R | BRENTS R BALL | 1806 BLAKELY AVE | PENSACOLA, FL 32507 | |
| 14 | 1 | BEAL JAMES L JF | JAMES L BEAL JR & LIINDA L BEAL | 2621 GULF BEACH HWY | PENSACOLA, FL 32507 | |
| 15 | | BEE TX REAL ES | BEE TX REAL ESTATE INVESTMENT LLC | 6289 WILCREST #3202 | HOUSTON, TX 77072 | |
| 16 | | BERTOLLA DENN | DENNY BERTOLLA | 249 PRESTON AVE | SHREVEPORT, LA 71105 | |
| 17 | | BEUMER BREND | BRENDA LYNN BEUMER | 13880 PERDIDO KEY DR | PENSACOLA, FL 32507 | |
| 18 | | BIRTSCH PROPE | BIRTSCH PROPERTIES LLC | 8380 RALEIGH CIR | PENSACOLA, FL 32534 | |
| 19 | 1 | BLANTON SANDY | SANDY BLANTON | TEAM SANDY BLATON REALTY INC | 1225 W GREGORY ST | PENSACOLA, FL 32502 |
| 20 | | BONILLA ATILAN | ATILANO B BONILLA | 2305 GRUNDY ST (2303) | PENSACOLA, FL 32507 | |
| 21 | | BRAY ROBERT S | ROBERT S & GEORGIA BRAY | 304 RENTZ AVE | PENSACOLA, FL 32507 | |
| 22 | | CARPENTER MAI | TRUSTEE FOR CARPENTER MARSHALL O JR | 2120 DOG TRACK RD | PENSACOLA, FL 32506 | |
| 23 | 1 | CIRCLE K STORE | CIRCLE K STORES | C/O PROPERTY TAX DEPT DC17 | PO BOX 52085 | PHOENIX, AZ 85072 |
| 24 | | CLEMENTS CECI | CECIL C JR CLEMENTS | 1920 ROANOKE AVE | LOUISVILLE, KY 40205-1416 | |
| 25 | | COMMANDER CC | COLEMAN J COMMANDER | 2725 MERCADO AVE | PENSACOLA, FL 32507 | |
| 26 | 1 | CRAVEN THOMA | THOMAS L CRAVEN | 21 FIELD ST | BRIDGEWATER, NJ 08807 | |

| | D | E | F | G | H | I |
|---|---|---|---|---|---|---|
| 27 | 1 | CROLEY BETTY I | BETTY L CROLEY | 2611 GULF BEACH HWY | PENSACOLA, FL 32507 | |
| 28 | | DAY ALLAN L & | ALLAN L DAY | 415 CALHOUN AVE | PENSACOLA, FL 32507 | |
| 29 | | DEGRAAF CHRIS | CHRIS DEGRAAF | 2405 GRUNDY ST | PENSACOLA, FL 32507 | |
| 30 | | DELACRUZ ROB | ROBERT F DELACRUZ | 926 N 63RD AVE | PENSACOLA, FL 32506 | |
| 31 | 1 | DIOCESE OF PEN | DIOCESE OF PENSACOLA TALLAHASSEE | 11 N B ST | PENSACOLA, FL 32502 | |
| 32 | | DIXON JOSEPH D | JOSEPH D DIXON | 9101 CARIBBEAN DR | PENSACOLA, FL 32506 | |
| 33 | | DOBBINS HENRY | HENRY DOBBINS | 202 RUBERIA AVE | PENSACOLA, FL 32507 | |
| 34 | | DRAKE TRICIA | TRICIA DRAKE | 615 CALHOUN AVE | PENSACOLA, FL 32507 | |
| 35 | 1 | DUNCAN MICHAE | MICHAEL DUNCAN | 626 CALHOUN AVE | PENSACOLA, FL 32507 | |
| 36 | | EBERHARD THE | THERESA EBERHARD | 621 CALHOUN AVE | PENSACOLA, FL 32507 | |
| 37 | | EDWARDS BRET | BRET SANDON EDWARDS | 1916 BLAKELY AVE | PENSACOLA, FL 32507 | |
| 38 | | ENNIS HO THI LE | HO THI LE ENNIS | 1620 S FAIRFIELD DR | PENSACOLA, FL 32507 | |
| 39 | 1 | EPLEY CORA L | CORA L EPLEY | 617 BREMEN AVE | PENSACOLA, FL 32507 | |
| 40 | 1 | ESCAMBIA COUN | ESCAMBIA COUNTY | 221 PALAFOX PL STE 420 | PENSACOLA, FL 32502 | |
| 41 | | ESCOBAR EDWA | EDWARD ESCOBAR | 3707 SUNNYSIDE ST | PENSACOLA, FL 32507 | |
| 42 | 1 | EST OF GEORGE | EST OF GEORGE W GRIMM | C/O GARY N GRIMM | 711 BREMEN AVE | PENSACOLA, FL 32507 |
| 43 | | EZ DOES IT LLC | EZ DOES IT LLC | 3422 BARRANCAS AVE | PENSACOLA, FL 32507 | |
| 44 | 1 | FLORIDA STATE | FLORIDA STATE OF DEPARTMENT OF TRANSPORTATION | PO BOX 607 | CHIPLEY, FL 32428 | |
| 45 | | FLOYD SHANTEL | SHANTEL FLOYD | 1815 BLAKELY AVE | PENSACOLA, FL 32507 | |
| 46 | | FLUCK D OZELLE | D OZELLE FLUCK | 319 CALHOUN AVE | PENSACOLA, FL 32507 | |
| 47 | | FONTANILLA MA | MARIA V FONTANILLA | 1625 S FAIRFIELD DR | PENSACOLA, FL 32507 | |
| 48 | | FULLER JAMES D | JAMES D FULLER TRUSTEE FOR JAMES D FULLER LIVING | 3595 ASHLAND AVE | PENSACOLA, FL 32534 | |
| 49 | | FURMAN MARC | MARC FURMAN | 710 CALHOUN AVE | PENSACOLA, FL 32507 | |
| 50 | 1 | GABLE MARY CA | MARY CARDEN GABLE | 107 W WINTHROP AVE | PENSACOLA, FL 32507 | |
| 51 | | GARDINER DENN | DENNIS GARDINER | 1705 BLAKELY AVE | PENSACOLA, FL 32507 | |
| 52 | | GATDULA ALFRE | ALFREDO G GATDULA | 2704 GRAUPERA ST | PENSACOLA, FL 32507 | |
| 53 | 1 | GEREGA ANDRE | ANDREY GEREGA | 2801 SUMMER STREAM DR | KENNESAW, GA 30152 | |
| 54 | | GILMORE BRIAN | BRIAN D GILMORE | 3003 SEABROOK ST | PENSACOLA, FL 32505 | |

| | D | E | F | G | H | I |
|---|---|---|---|---|---|---|
| 55 | 1 | GRANTHAM TIMC | TIMOTHY SCOTT & CATHRYN GAY GRANTHAM | 1475 OLD BRIDGE RD | CANTONMENT, FL 32533 | |
| 56 | | GRIZZARD SONN | SONNY S GRIZZARD | 1720 BAINBRIDGE AVE | PENSACOLA, FL 32507 | |
| 57 | | GROTHAUS PAU | PAULINE S & GROTHAUS | 8618 JEFFERSON AVE | MUNSTER, IN 46321 | |
| 58 | | GUEVARA MART | MARTA A GUEVARA | 4002 ITURBIDE ST | CORPUS CHRISTI, TX 78405 | |
| 59 | | HANKINS SPENC | SPENCER J & HANKINS | 2300 GRUNDY ST | PENSACOLA, FL 32507 | |
| 60 | | HARVILLE TIMOT | TIMOTHY J HARVILLE | 616 A RENTZ AVE | PENSACOLA, FL 32507 | |
| 61 | | HASTINGS DONA | HASTINGS DONAVA CLEATON M EST OF | 1821 BAINBRIDGE AVE | PENSACOLA, FL 32507 | |
| 62 | 1 | HAWKINS HOME | HOMER W HAWKINS | 700 RENTZ AVE | PENSACOLA, FL 32507 | |
| 63 | 1 | HAYDEN MICHAE | MICHAEL D HAYDEN | 421 RENTZ AVE | PENSACOLA, FL 32507 | |
| 64 | | HENDRICKS LES | LESTER W HENDRICKS | 625 CALHOUN AVE | PENSACOLA, FL 32507 | |
| 65 | | HICKS JAMES L & | JAMES L CLAUDIA HICKS | 415 BREMEN AVE | PENSACOLA, FL 32507 | |
| 66 | 1 | JACKSON JARVI | JARVIS A JACKSON | 200 MAIDELINE AVE | SANFORD, NC 27332-7900 | |
| 67 | 1 | JEFFRIES DIANE | DIANE MARIE JEFFRIES | 408 RENTZ AVE | PENSACOLA, FL 32507 | |
| 68 | | JOHNSON KEITH | KEITH D JOHNSON | 913 CATSKILL LN | PENSACOLA, FL 32507 | |
| 69 | 1 | JONES JONNY L | JONNY LYNN JONES | 635 RENTZ AVE | PENSACOLA, FL 32507 | |
| 70 | | JONES LEON L JI | LEON L JONES JR | 409 BREMEN AVE | PENSACOLA, FL 32507 | |
| 71 | | KALMIA LLC | KALMIA LLC | 3422 BARRANCAS AVE | PENSACOLA, FL 32507 | |
| 72 | 1 | KEENE ADAM | ADAM KEENE | 715 BREMEN AVE | PENSACOLA, FL 32507 | |
| 73 | | KIEL GARY CHRI | GARY CHRISTOPHER KIEL | 252 LENDON LANE | LAWRENCEVILLE, GA 30043 | |
| 74 | | KNOTT CHARLES | CHARLES H KNOTT | 703 CALHOUN AVE | PENSACOLA, FL 32507 | |
| 75 | | KOWALCHYK MI | MICHAEL E KOWALCHYK | 525 CALHOUN AVE | PENSACOLA, FL 32507 | |
| 76 | | LABERGE CHER | CHER DENMON LABERGE | 706 CALHOUN AVE | PENSACOLA, FL 32507 | |
| 77 | | LABERGE CHER | CHER DENMON LABERGE | 711 CALHOUN AVE | PENSACOLA, FL 32507 | |
| 78 | | LAMBERT SARA | SARA BRITT LAMBERT | 1912 S FAIRFIELD DR | PENSACOLA, FL 32507 | |
| 79 | | LARKIN BARBAR | BARBARA L LARKIN LIFE ESTATE | 2324 GRUNDY ST | PENSACOLA, FL 32507 | |
| 80 | 1 | LOFTIS MARINE | LOFTIS MARINE DIVISION INC | 6610 BON BAY DR | MILTON, FL 32583 | |
| 81 | | LONG MARY SUE | MARY SUE LONG LIFE EST | WILLIAM E. LONG | 1510 E YONGE STREET | PENSACOLA, FL 32503 |
| 82 | | MACE DONNA M | DONNA M MACE | 1726 BAINBRIDGE AVE | PENSACOLA, FL 32507 | |
| 83 | | MANSPEAKER DI | DICA FAYE MANSPEAKER | 1116 E KING ST | QUINCY, FL 32352-3945 | |
| 84 | | MARTIN JIMMY L | JIMMY LEE MARTIN | 2002 BLAKELY AVE | PENSACOLA, FL 32507 | |

Mailing List Rentz Ave Vacation

Unique Owners + Addr

| | D | E | F | G | H | I |
|---|---|---|---|---|---|---|
| 85 | | MARTINE VICTOR | VICTOR C MARTINE | 306 BREMEN AVE | PENSACOLA, FL 32507 | |
| 86 | 1 | MARTINEZ JUAN | JUAN J SANCHEZ MARTINEZ | 1814 BLAKELY AVE | PENSACOLA, FL 32507 | |
| 87 | 1 | MARTINEZ ROGE | ROGELIO T & ELISA D MARTINEZ | 300 BREMEN AVE | PENSACOLA, FL 32507 | |
| 88 | 1 | MAX ANDY C & M | ANDY C MAX & MARIA KWASIN | 405 CALHOUN AVE | PENSACOLA, FL 32507-2827 | |
| 89 | | MAYFIELD ALBE | EST OF ALBERT MAYFIELD II | C/O MICHELE SLOWEY BLANKENSHIP | 72 WEBSTER AVE | PORTSMOUTH, VA 23704 |
| 90 | 1 | MCCAIN JACK B | JACK B MCCAIN | 7194 BALKOM ST | MILTON, FL 32583 | |
| 91 | | MCLELLAN WILL | WILLIAM G MCLELLAN | 1055 BROWNFIELD RD | PENSACOLA, FL 32526-8071 | |
| 92 | | MCVICAR ROBE | ROBERT W MCVICAR | 413 GREVE RD | PENSACOLA, FL 32507 | |
| 93 | 1 | MEISEL DAVID L | ESTATE OF RONDA V H MEISEL | C/O DAVID L MEISEL | 424 RENTZ AVE | PENSACOLA, FL 32508 |
| 94 | | MENGEL LOWEL | LOWELL C MENGEL SR | 1920 BAINBRIDGE AVE | PENSACOLA, FL 32507 | |
| 95 | 1 | MERCER SANDR | EST OF SANDRA D MERCER | C/O ANGELINA DONALDSON | 1831 FELDON LN | CANTONMENT, FL 32533 |
| 96 | 1 | MERRITT LINDA | LINDA LOUISE MERRITT | 2501 GULF BEACH HWY | PENSACOLA, FL 32507 | |
| 97 | | MOCK LYDIA G | LYDIA G MOCK | 1848 S 245TH PL | DES MOINES, WA 98198 | |
| 98 | | MOODISPAUGH | EST OF MARIE E MOODISPAUGH | 2200 ALBANY AVE | PENSACOLA, FL 32507 | |
| 99 | | MORELAND JAM | JAMES M EST OF JAMES M MORELAND | C/O CLAUDETTE MORELAND | 107 CYPRESS ROAD | PERRY, FL 32348 |
| 100 | 1 | MORTON CELIA | CELIA ANN MORTON & Rose Mary Edlund | 1921 LARKSPUR CIR | PENSACOLA, FL 32534 | |
| 101 | 1 | MOYE CREGORY | CREGORY EARL MOYE | 701 BREMAN AVE | PENSACOLA, FL 32506 | |
| 102 | | MURRAY SHARO | SHARON L ANDERSEN MURRAY | 1700 S FAIRFIELD DR | PENSACOLA, FL 32507 | |
| 103 | | NEWTON MILES | MILES K NEWTON JR | 211 SYRCLE DR NW | PENSACOLA, FL 32507 | |
| 104 | | NGUYEN TRI HU | TRI HUU NGUYEN | 8614 W CAROLE LN | GLENDALE, AZ 85305 | |
| 105 | | NKW PENSACOL | NKW PENSACOLA LLC | 4770 BISCAYNE BLVD #1400 | MIAMI, FL 33137 | |
| 106 | 1 | NOCON ALLEN & | ALLEN NOCON & MARIA ELEN P GAJO | 5848 EAST BAY BLVD | GULF BREEZE, FL 32563 | |
| 107 | | NORRIS KEVIN | KEVIN NORRIS | 1800 SIDNEY AVE APT 5-217 | PORT ORCHARD, WA 98366 | |
| 108 | | NORRIS KEVIN L | KEVIN L NORRIS | 1503B GUM ST | FORT DIX, NJ 08640 | |
| 109 | 1 | NORTHERN HOR | NORTHERN HORIZONS LLC | PO BOX 1144 | GULF BREEZE, FL 32561 | |
| 110 | | NOT SO EZ LLC | NOT SO EZ LLC | 3422 BARRANCAS AVE | PENSACOLA, FL 32507 | |
| 111 | 1 | OBLEPIAS ADOL | ADOLF D & FLOR OBLEPIAS | 12191 GREGORY AVE | GULFPORT, MS 39503 | |
| 112 | | ORLANDO REAL | ORLANDO REALTY GROUP LLC | PO BOX 692225 | ORLANDO, FL 32819 | |

Mailing List Rentz Ave Vacation

Unique Owners + Addr

| | D | E | F | G | H | I |
|---|---|---|---|---|---|---|
| 113 | 1 | PAGEQUEST PR | PAGEQUEST PROPERTIES LLC | 38 S BLUE ANGEL PKWY # 385 | PENSACOLA, FL 32506 | |
| 114 | | PARKER DAVID C | DAVID C PARKER | 1116 WOODBERNE WAY | TALLAHASSEE, FL 32304 | |
| 115 | 1 | PATCHES I INC T | PATCHES I INC TRUSTEE | 3707 SUNNYSIDE ST | PENSACOLA, FL 32507 | |
| 116 | 1 | PAUL-RANEY LIN | LINDA PAUL-RANEY TRUSTEE | 2902 GREYSTONE DR | PACE, FL 32571 | |
| 117 | | PEAT DANIEL & | DANIEL PEAT | 302 RENTZ AVE | PENSACOLA, FL 32507 | |
| 118 | | PEZDIRTZ MICH | MICHAEL & KARIANNE C PEZDIRTZ | 418 CALHOUN AVE | PENSACOLA, FL 32507 | |
| 119 | 1 | PIGG DEBRA S | DEBRA S PIGG | 620 CALHOUN AVE | PENSACOLA, FL 32507 | |
| 120 | | PRICE CASEY R | CASEY R PRICE | 2204 GRUNDY ST | PENSACOLA, FL 32507 | |
| 121 | | PRICE VIRGINIA | VIRGINIA H PRICE | 411 CALHOUN AVE | PENSACOLA, FL 32507 | |
| 122 | 1 | RAY BARBARA H | BARBARA H RAY | 7421 ST JAMES PL | PENSACOLA, FL 32506 | |
| 123 | 1 | RAY JOYCE A | JOYCE A RAY | C/O RAY RONNIE | 38 KENNINGTON DR | PENSACOLA, FL 32507 |
| 124 | | REED DAVID C | DAVID C REED | 2505 SELMA ST | PENSACOLA, FL 32507 | |
| 125 | | RIDDER GEORG | GEORGE RIDDER | 2404 SELMA ST | PENSACOLA, FL 32507 | |
| 126 | | RIDDLESPRIGGE | PIERRE D RIDDLESPRIGGER | 707 CALHOUN AVE | PENSACOLA, FL 32507 | |
| 127 | | ROBERTS WILLI | WILLIAM W ROBERTS | 405 WINTON AVE | PENSACOLA, FL 32507 | |
| 128 | 1 | ROGERS MARY E | EST OF MARY E ROGERS | C/O HELEN DAUGHDRILL | 22813 ALAMOSA DR | MOSS POINT, MS 39562 |
| 129 | | ROSENBUSH BE | BERNARD ROSENBUSH | 53 ARCADIA | TUSCALOOSA, AL 35404 | |
| 130 | 1 | ROSS KEITH A | KEITH A ROSS | 2713 WADE AVE | PENSACOLA, FL 32507 | |
| 131 | 1 | ROSS MANAGEM | ROSS MANAGEMENT LLC | 2713 WADE AVE | PENSACOLA, FL 32507 | PENSACOLA, |
| 132 | | S & P FLORIDA L | S & P FLORIDA LAND CORPORATION | C/O J C DAVIS | 100 INGALLS DR | FL 32506-5259 |
| 133 | | SAND FIG LLC TH | THE SAND FIG LLC | 2250 JUNIPER CT | GOLDEN, CO 80401 | |
| 134 | | SAND ROBERT S | ROBERT S & CAROLYN E SAND | 2713 TALBERT ST | PENSACOLA, FL 32507 | |
| 135 | | SANDE CAROLY | CAROLYN E SANDE | 1922 ALBANY AVE | PENSACOLA, FL 32507 | |
| 136 | | SCALF DAVID L & | DAVID L & CAROL L SCALF | 416 CALHOUN AVE | PENSACOLA, FL 32506 | |
| 137 | | SEILKIRK SCOTT | SCOTT SEILKIRK | 1226 FOXTREE TRAIL | APOPKA, FL 32712 | |
| 138 | | SHEDD JERRY L | JERRY L SHEDD | 1921 S FAIRFIELD DR | PENSACOLA, FL 32507 | |
| 139 | | SHERIDAN ANGE | ANGELA MOIRA SHERIDAN | 2603 SELMA ST | PENSACOLA, FL 32507 | |
| 140 | | SMITH RUSSELL | RUSSELL SMITH | 5574 PONTE VERDE CT | PENSACOLA, FL 32507 | |
| 141 | | ST MICHAEL LLC | ST MICHAEL LLC | PO BOX 36331 | PENSACOLA, FL 32516 | |
| 142 | 1 | STARR ESTELLE | ESTELLE STARR | 2602 GRAUPERA ST | PENSACOLA, FL 32507 | |

| | D | E | F | G | H | I |
|---|---|---|---|---|---|---|
| 143 | | THOMAS PATRIC | PATRICIA A THOMAS | 712 CALHOUN AVE | PENSACOLA, FL 32507 | |
| 144 | 1 | TORIO ROMEO B | ROMEO B & ROSALINDA TORIO | 6824 LAKE JOANNE DR | PENSACOLA, FL 32506 | |
| 145 | 1 | TRAXEL WILLIAM | WILLIAM A TRAXEL | 901C ARMFIELD CIR APT 104 | NORFOLK, VA 23505 | |
| 146 | 1 | TURNER CHARLE | CHARLES D & MONICA C TURNER | 1201 DESMONDE DR | PENSACOLA, FL 32505 | |
| 147 | | TURNER RICARD | RICARDO TURNER | 1019 W LLOYD ST | PENSACOLA, FL 32501 | |
| 148 | | UNDERWOOD HE | HELEN H UNDERWOOD | 1709 BLAKELY AVE | PENSACOLA, FL 32507 | |
| 149 | 1 | US BANK NATION | US BANK NATIONAL ASSOCIATION TRUSTEE FOR | 8950 CYPRESS WATERS BOULEVARD | COPPELL, TX 75019 | |
| 150 | 1 | VISION OF THE C | VISION OF THE CROSS INC | 19551 FOWLER LN | SUMMERDALE, AL 36580 | |
| 151 | | VOELTZ RICHAR | RICHARD VOELTZ | 317 CALHOUN AVE | PENSACOLA, FL 32507 | |
| 152 | | VOGT AMY | AMY VOGT | 404 SUMMIT RIDGE PL APT 112 | LONGWOOD, FL 32779 | |
| 153 | | WALDROUP FRA | FRANK E WALDROUP SR | 241 FRANK CLOUD RD | HUNTSVILLE, TX 77320 | |
| 154 | | WEST KARL G LI | KARL G LIFE EST WEST | 2016 S FAIRFIELD DR | PENSACOLA, FL 32507 | |
| 155 | | WEST SHANNON | SHANNON K WEST | 2600 SELMA ST | PENSACOLA, FL 32507 | |
| 156 | 1 | WESTWOOD DA | DAVID R WESTWOOD III | 34204 WIDELL | LILLIAN, AL 36549 | |
| 157 | | WEYBURN RUTH | RUTHIE WEYBURN | 1813 BLAKELY AVE | PENSACOLA, FL 32507 | |
| 158 | 1 | WILLIAMS JESSI | JESSIE LEON WILLIAMS | 1822 BAINBRIDGE AVE | PENSACOLA, FL 32507 | |
| 159 | | WILLIAMS KENNI | KENNETH CAMERON WILLIAMS | 2612 SELMA ST | PENSACOLA, FL 32507 | |
| 160 | | WILLIAMS TERIK | TERIKA WILLIAMS | 1821 BLAKELY AVE | PENSACOLA, FL 32507 | |
| 161 | 1 | WILLIAMSON DE | DENNIS L & LEILANI R WILLIAMSON | 406 RENTZ AVE | PENSACOLA, FL 32507 | |
| 162 | | WILLIAMSON LIL | LILIAN WILLIAMSON | 2101 MAGNOLIA LN | MOBILE, AL 36605 | |
| 163 | 1 | WILSON ALTHAU | ALTHAUS & SUZANNE K WILSON | 413 CALHOUN AVE | PENSACOLA, FL 32507 | |
| 164 | | WILSON CREEK | WILSON CREEK VIEW LLC | 2909 CASCADE DR | PLANO, TX 75025 | |

JOE LEWIS
REO TRUST 2017-REO1

1209 MANHATTEN AVE STE 19
US BANK TRUST NATIONAL TRUSTEE

MANHATTEN BEACH, CA 90266
15480 LAGUNA CANYON RD STE 100 IRVINE, CA 92618

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

NOTICE IS HEREBY GIVEN that on October 3, A.D., 2019, in accordance with Sections 336.09 and 336.10, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners Policy Manual, the Board of County Commissioners of Escambia County, Florida, adopted a resolution vacating, abandoning and closing use of that certain public road rights-of-way, alleyway, or other land in Escambia County, Florida, described as follows:

A PORTION OF PUBLIC RIGHT OF WAY OF RENTZ AVENUE (80' RIGHT OF WAY) MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 65, BEACH HAVEN, A SUBDIVISION AS RECORDED IN DEED BOOK 46 AT PAGE 51 IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED N08°09'29"E ALONG THE EASTERLY RIGHT OF WAY LINE OF RENTZ AVENUE (80' RIGHT OF WAY) FOR A DISTANCE OF 350.00 FEET TO THE SOUTHWEST CORNER OF LOT 5, BLOCK 65 OF SAID BEACH HAVEN SUBDIVISION AND THE POINT OF BEGINNING; THENCE CONTINUE N08°09'29"E ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 239.70 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF GULF BEACH HIGHWAY (96' RIGHT OF WAY); THENCE PROCEED S70°50'57"W ALONG THE SOUTHERLY RIGHT OF WAY EXTENSION OF SAID GULF BEACH HIGHWAY FOR A DISTANCE OF 90.03 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF RENTZ AVENUE (80' RIGHT OF WAY); THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY EXTENSION PROCEED S08°09'29"W ALONG THE WESTERLY RIGHT OF WAY LINE OF RENTZ AVENUE (80' RIGHT OF WAY) FOR A DISTANCE OF 197.96 FEET; THENCE PROCEED S81°31'32"E FOR A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING. ALL BEING IN A PORTION OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA. CONTAINING 0.40 ACRES MORE OR LESS.

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

Dated this _____day of _____, A.D., 2019.

Board of County Commissioners
Escambia County, Florida

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

# STATE OF FLORIDA

County of Escambia

Before the undersigned authority personally appeared Michael P. Driver who is personally known to me and who on oath says that he is Publisher of The Escambia Sun Press, a weekly newspaper published at (Warrington) Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a NOTICE in the matter of PUBLIC HEARING

PUBLIC HEARING - 10-03-2019 - VACATE A PORTION OF RENTZ AVE

in the _____ Court was published in said newspaper in the issues of

SEPTEMBER 5, 2019

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

PUBLISHER

Sworn to and subscribed before me this 5TH day of SEPTEMBER A.D., 2019

PAULA D. TURNER
NOTARY PUBLIC

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

**NOTICE OF PUBLIC HEARING ON PETITION TO VACATE, ABANDON, AND CLOSE EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS OTHER PLACES USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF, TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.**

TO WHOM IT MAY CONCERN:

Notice is hereby given that a public hearing will be held on October 3, A.D., 2019, at 5:31 p.m., in the Board of County Commissioner's meeting room, on the 1st floor of the Ernie Lee Magaha Government Building, Room 100, 221 Palafox Place, Pensacola, Florida, to consider the feasibility of vacating, closing, and abandoning the following described public road rights-of-way, alleyway or other land dedicated for public use:

A PORTION OF PUBLIC RIGHT OF WAY OF RENTZ AVENUE (80' RIGHT OF WAY) MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 65, BEACH HAVEN, A SUBDIVISION AS RECORDED IN DEED BOOK 46 AT PAGE 51 IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED N08°09'29"E ALONG THE EASTERLY RIGHT OF WAY LINE OF RENTZ AVENUE (80' RIGHT OF WAY) FOR A DISTANCE OF 350.00 FEET TO THE SOUTHWEST CORNER OF LOT 5, BLOCK 65 OF SAID BEACH HAVEN SUBDIVISION AND THE POINT OF BEGINNING; THENCE CONTINUE N08°09'29"E ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 239.70 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF GULF BEACH HIGHWAY (96' RIGHT OF WAY); THENCE PROCEED S70°50'57"W ALONG THE SOUTHERLY RIGHT OF WAY EXTENSION OF SAID GULF BEACH HIGHWAY FOR A DISTANCE OF 90.03 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF RENTZ AVENUE (80' RIGHT OF WAY); THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY EXTENSION PROCEED S08°09'29"W ALONG THE WESTERLY RIGHT OF WAY LINE OF RENTZ AVENUE (80' RIGHT OF WAY) FOR A DISTANCE OF 197.96 FEET; THENCE PROCEED S81°31'32"E FOR A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING. ALL BEING IN A PORTION OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA. CONTAINING 0.40 ACRES MORE OR LESS.

Board of County Commissioners
Escambia County, Florida

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

Any person who decides to appeal any decision made by any board, agency or commission with respect to any matter considered at its meeting or hearing, will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meeting, such person may need to independently secure a record which should include the testimony or evidence on which the appeal is to be based on.

# REQUEST TO VACATE: A PORTION OF UNOPENED RIGHT-OF-WAY KNOWN AS RENTZ AVENUE
## Petitioner: Michele Slowey

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MLW 5/15/19 DISTRICT 2

2016
Aerial Photo

**Petitioner's Property**

**Area To Be Vacated**

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16594** **Public Hearings 11.**
**BCC Regular Meeting**
**Meeting Date:** 10/03/2019
**Issue:** 5:32 p.m. Public Hearing - Vacation of a Portion of Unopened Right-of-Way Known as Boyd Avenue
**From:** Joy Jones, Director
**Organization:** Engineering
**CAO Approval:**

## RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of the Petition to Vacate a Portion of Unopened Right-of-Way Known as Boyd Avenue, as petitioned by Cindy A. Naumowicz, as Successor Trustee of the Marguerite Ann Arenberg Living Trust dated April 6, 2011, represented by Daniel P. Saba, Esquire.

That the Board take the following action concerning the Petition to Vacate a Portion of Unopened Right-of-Way Known as Boyd Avenue:

A. Approve or deny the Petition to Vacate a Portion of Unopened Right-of-Way Known as Boyd Avenue, (approximately 0.18 acres), as petitioned by Cindy A. Naumowicz, as Successor Trustee of the Marguerite Ann Arenberg Living Trust dated April 6, 2011, represented by Daniel P. Saba, Esquire;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

The real property mentioned in this Petition to Vacate is located in Commission District 4.

## BACKGROUND:

This portion of Boyd Avenue runs from Olive Road to Interstate 10. The Petitioner's family has owned the property located at 3575 Nobles Street for 30 years. The Petitioner is requesting the county to vacate the unopened right-of-way east of her property known as Boyd Avenue (approximately 0.18 acres).

Staff has reviewed the request and there are no concerns or issues other than possible encroachments in the unopened right-of-way (fencing).

Utility companies have been contacted. AT&T, Emerald Coast Utilities Authority, Pensacola Public Works Department, and Transcore, Inc., have no concerns nor issues with the vacation request.

Gulf Power has no facilities in the area, however, they did mention that there is a power pole east of the unopened right-of-way that services the Petitioner's home and the neighbor to the east of the unopened right-of-way. If either resident requests that the power pole be moved, the resident, not Gulf Power, would be liable for the expense.

Pensacola Energy does not have an interest in maintaining an easement through the vacated area. However, an active natural gas main is currently in the right-of-way, but no one is tapped into it. A No Objection Letter was issued by Pensacola Energy and the main will be capped at the Petitioner's expense if the Petition to Vacate is approved.

**BUDGETARY IMPACT:**

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

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Not Applicable.

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

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

---

**Attachments**

Hold Harmless_Boyd Ave
Resolution_Boyd Ave
Certification & List_Boyd Ave
Notice of Adoption_Boyd Ave
Proof of Publication_Boyd Ave
Aerial Map_Boyd Ave
Pensacola Engergy Letter_Boyd Ave

---

HOLD/HARMLESS AGREEMENT

WHEREAS, Cindy A. Naumowicz as successor trustee of the Marguerite Ann Arenberg Living Trust Dated April 6, 2011 hereafter called "Petitioner(s)" has requested that the Board of County Commissioners of Escambia County, Florida, on behalf of Escambia County, vacate certain public road rights-of-way, alleyway, or other lands pursuant to the provisions of Section 336.09, Florida Statutes, and Vacation Policy - Section III(A) of the Board of County Commissioners; and

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

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

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

That portion of Walton Avenue (Plat), now known as Boyd Avenue (Field) pursuant to the plat of Tippin Subdivision recorded in Plat Book 3, Page 39, of the public records for Escambia County, Florida, lying south of Nobles Street and lying north of the northerly right of way line of Interstate 10 adjacent to Blocks 4 and 15 of Tippin Subdivision.

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

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

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

Executed in the presence of:

Witness

Leslie Mann
Print or type name

Witness

Print or type name

Petitioner(s)
Cindy A. Naumowicz
Print or type name(s)

Date: 8/29/19

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29 day of August, 2019, by Cindy A. Naumowicz. He/She is (___) personally known to me, (X) produced current Florida/Other FL DL driver's license as identification, and/or (___) produced current _____ as identification.

Notary Public

Print or type name

(Notary Seal must be affixed)

CODY LAYMON
Commission #GG 161874
My Commission Expires
November 20, 2021

Commission Expires: 11-20-21
Commission Number: GG161874

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By_____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By_____
Deputy Clerk

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

RESOLUTION NUMBER R_____-_____

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

WHEREAS, Cindy A. Naumowicz as successor trustee of the Marguerite Ann Arenberg Living Trust Dated April 6, 2011 has petitioned this Board to vacate, abandon, and close the following public rights-of-way, alleyway, or other lands and to renounce and disclaim the right of Escambia County, Florida and of the public, and;

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

That portion of Walton Avenue (Plat), now known as Boyd Avenue (Field) pursuant to the plat of Tippin Subdivision recorded in Plat Book 3, Page 39, of the public records for Escambia County, Florida, lying south of Nobles Street and lying north of the northerly right of way line of interstate 10 adjacent to Blocks 4 and 15 of Tippin Subdivision.

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

WHEREAS, Petitioner(s), Cindy A. Naumowicz as successor trustee of the Marguerite Ann Arenberg Living Trust Dated April 6, 2011, has caused to be published on _____, A.D., 2019, notice in a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held at 5:32 p.m. on October 3, 2019 in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

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

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

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

2. That the following described property acquired for public road rights-of-way, alleyway, or other public purposes is hereby vacated, abandoned, and closed;

That portion of Walton Avenue (Plat), now known as Boyd Avenue (Field) pursuant to the plat of Tippin Subdivision recorded in Plat Book 3, Page 39, of the public records for Escambia County, Florida, lying south of Nobles Street and lying north of the northerly right of way line of interstate 10 adjacent to Blocks 4 and 15 of Tippin Subdivision.

Nextera Energy formerly known as Gulf Power wishes to retain an easement over the area described above and wants it noted that if the Petitioner wants the power pole relocated, all costs associated would be that of the Petitioner.

Pensacola Energy has a natural gas main in the above described area. Petitioner has agreed to pay $915.00 to Pensacola Energy to have the main capped off. After the fee is paid Pensacola Energy will issue a No Objection Letter and will have no concerns with the described area and will not require an easement.

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

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

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By_____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By_____
Deputy Clerk

Adopted:_____

CERTIFICATION OF PROPERTY OWNERS
WITHIN 500 FEET

The undersigned petitioner(s), do es hereby certify that the individuals whose names and addresses are attached, represent all of those individuals owning property which lies within 500 feet of the public road rights-of-way, alleyway, or other land which is subject to the Petition to Vacate, Abandon, and Close Certain Public Road Rights-of-Way, Alleyway or Other Lands, dated May 17, 2019.

Petitioner(s)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Cindy A. Naumowicz as successor trustee of the Marguerite Ann Arenberg Living Trust dated April 6, 2011

Before me, the undersigned authority, personally appeared Cindy A. Naumowicz who _____ personally known to me or who have/has produced FL lic N520-101-56-523-1 as identification and who is/are known to me to be the individual(s) described in and who acknowledged that _____ executed the foregoing Certification for the uses and purposes described herein.

WITNESS my hand and official seal this 3rd day of Sept, A.D., 2019.

Notary Public

Print or type name

TERESA D. BIRD
Commission # GG269470
My Commission Expires
October 18, 2022

Commission Number:
Commission Expires:

FAWCETT, KENNETH
1118 DUNMIRE ST
PENSACOLA, FL 32504

FULFORD, CLIFTON B & MARTHA J
1200 DUNMIRE ST
PENSACOLA, FL 32504

MELVILLE, RICHARD H & JACKLYN G
1204 DUNMIRE ST
PENSACOLA, FL 32504

LUMPKINS, MICHAEL
PO BOX 4182
PENSACOLA, FL 32507-0182

MASSEY, MICHAEL K
1171 VISTA LN
CANTONMENT, FL 32533

DAVIS, BYRON EST OF
1208 DUNMIRE ST
PENSACOLA, FL 32504

BRENDAN INVESTMENTS INC
9515-D HOLSBERRY RD
PENSACOLA, FL 32534

cc:
Escambia County Engineering Dept.
3363 West Park Place
Pensacola, FL 32505

MORALES, CHRISTIAN & ELIZABETH
7685 HENDRIX AVE
PENSACOLA, FL 32514

WHITE, LOUANNE BURNS
7735 HENDRIX AVE
PENSACOLA, FL 32514

SCHELLIN, THOMAS & SUSAN
4885 FRANCISCO
PENSACOLA, FL 32504

MOWERY, SCOTT V
3064 FALMOUTH DR
CHESAPEAKE, VA 23321

RUSSELL JAMIE J
7129 BELGIUM CIR
PENSACOLA, FL 32526

GORUM, JERRELL LOMAX SR
& GORUM, JERRELL L. II
3781 NOBLES ST
PENSACOLA, FL 32514

NOBLES PENSACOLA PROPERTIES LLC
C/O ADAM BURG
3394 SOFT BREEZE CIRCLE
MELBOURNE, FL 32904

JOHNSON, MONTEEN R EST OF C/O WAYNE S KING
43 FIELD CREST LN 2302
DOTHAN, AL 36301

WHITE, ROBERT ANTHONY
3789 NOBLES ST, APT B
PENSACOLA, FL 32514

OCONNELL, JOHN P & NATASHA M
7620 HENDRIX AVE
PENSACOLA, FL 32514

LAVELLE, ROXANNE RACHEL
7641 BOYD AVE
PENSACOLA, FL 32514

ANDERSON, ROGER C
3560 NOBLES ST
PENSACOLA, FL 32514

MAJERUS ALAN
7 ROSEA DR
PENSACOLA, FL 32507

MOWERY, JERRY ALVIN
3556 NOBLES ST
PENSACOLA, FL 32514

CLARK, JOHN MATTHEW & BECKY
3554 NOBLES ST
PENSACOLA, FL 32514

DEMOSS, JOSHUA
3711 RAINES ST
PENSACOLA, FL 32514

SIMONDS, GREGORY E
3731 RAINES ST
PENSACOLA, FL 32514

RAINES, RAYMOND C
3733 RAINES ST
PENSACOLA, FL 32514

ALLEN, JAMES ROSS
3745 RAINES ST
PENSACOLA, FL 32514

STIMMELL, DARLENE
7691 HENDRIX AVE
PENSACOLA, FL 32514

WEHRY, MARK A & LAURA M
6440 DUNLIETH PLACE
PENSACOLA, FL 32504

WOODHAM, PAULA S BAXLEY
7687 HENDRIX AVE
PENSACOLA, FL 32514

VAROS, PETER J JR
3515 NOBLES ST
PENSACOLA, FL 32514

ROLAND, GARY L
1319 MOONLIGHT DR
CANTONMENT, FL 32533

WHITE, THEODORE & MYRTLE MARIE
3559 NOBLES ST
PENSACOLA, FL 32514

MAJERUS, ELAINE
3720 SCHIFKO RD
CANTONMENT, FL 32533

CHADWICK, KEVIN J
7625 BOYD AVE
PENSACOLA, FL 32514

MCGOWIN, GERRY
3527 RAINES ST
PENSACOLA, FL 32514

LEGEAR, ASHLEY N
3539 RAINES ST
PENSACOLA, FL 32514

WOOD, WILLIAM J LIFE EST & BYBELLA K
3551 RAINES ST
PENSACOLA, FL 32514

LAPID, PHILLIP O & EDNA
7671 BOYD AVE
PENSACOLA, FL 32514-6308

FAGERSTROM, EMILE F & JEAN
7695 BOYD AVE
PENSACOLA, FL 32514

WILLIAMS, DALE R
3821 NOBLES ST
PENSACOLA, FL 32514

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
221 PALAFOX PL, STE 420
PENSACOLA, FL 32502

TYLER, RICHARD F
1120 DUNMIRE ST
PENSACOLA, FL 32504

LUPTON, PETER N
1122 DUNMIRE ST
PENSACOLA, FL 32504

SHIVER, KIMBERLY
1124 DUNMIRE ST
PENSACOLA, FL 32504

KEHOE, WILLIAM R
PO BOX 1296
GULF BREEZE, FL 32562

FALZONE, ROBERT A & HOLLAD MARY F EST OF
10297 VINTAGE DR
PENSACOLA, FL 32514-7495

AVILA, JOSUE & VEGA-PEREZ KAREN J
1190 DUNMIRE ST
PENSACOLA, FL 32504

HARGROVE, APRIL
2727 SUMMERTREE LN
GULF BREEZE, FL 32563

DEAN, TANIA
8219 EMPEROR RD
PENSACOLA, FL 32514

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

NOTICE IS HEREBY GIVEN that on October 3, _____, A.D., 20 19 ____, in accordance with Sections 336.09 and 336.10, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners Policy Manual, the Board of County Commissioners of Escambia County, Florida, adopted a resolution vacating, abandoning and closing use of that certain public road rights-of-way, alleyway, or other land in Escambia County, Florida, described as follows:

That portion of Walton Avenue (Plat), now known as Boyd Avenue (Field) pursuant to the plat of Tippin Subdivision recorded in Plat Book 3, Page 39, of the public records for Escambia County, Florida, lying south of Nobles Street and lying north of the northerly right of way line of interstate 10 adjacent to Blocks 4 and 15 of Tippin Subdivision.

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

Dated this _____day of _____, A.D., 20 19 ____.

Board of County Commissioners
Escambia County, Florida

THE SUMMATION WEEKLY

A Weekly Publication of the Escambia-Santa Rosa Bar Association Since 2014

**NOTICE OF PUBLIC HEARING ON PETITION TO VACATE, ABANDON, AND CLOSE EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS OTHER PLACES USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF, TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.**

TO WHOM IT MAY CONCERN:

Notice is hereby given that a public hearing will be held on October 3 A.D., 2019, at 5:32 p.m. , in the Board meeting room, on the 1st floor of the Ernie Lee Magaha Government Building, Board Chambers, Room 100, 221 Palafox Place, Pensacola, Florida, for the Board of County Commissioners to consider the advisability of vacating, abandoning, and closing the following described public streets, rights-of-way, alleyways, roads, highways, other places used for travel, or other lands dedicated for public use or purposes, or any portions thereof:

That portion of Walton Avenue (Plat), now known as Boyd Avenue (Field) pursuant to the plat of Tippin Subdivision recorded in Plat Book 3, Page 39, of the public records for Escambia County, Florida, lying south of Nobles Street and lying north of the northerly right of way line of Interstate 10 adjacent to Blocks 4 and 15 of Tippin Subdivision.

Said petition has been filed by Cindy A. Naumowicz as successor trustee of the Marguerite Ann Arenberg Living Trust Dated April 6, 2011 and you, as an individual whose property lies within 500 feet of said dedicated road rights-of-way, alleyway or other land are entitled to notice of Public Hearing on said petition. If you have any questions, please contact the Real Estate Acquisition Division of the County Engineering Department, at 595-3440.

Persons who need an accommodation, pursuant to the American Disabilities Act, in order to attend or participate in the above meetings, should contact the County Administrator's office at 595-4900 at least 72 hours in advance of the meeting.

1WR8/28NOH

Before the undersigned authority personally appeared Malcolm G. Ballinger who under oath says that he is Publisher of The Summation Weekly Newspaper published at Pensacola in Escambia & Santa Rosa County, Florida; that the attached copy of the advertisement, being a notice in the matter of Notice of Public Hearing in the Escambia Court was published in said newspaper in and was printed and released on August 28, 2019.

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

X _____

MALCOLM G. BALLINGER, PUBLISHER

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, Bridget A. Roberts, this 29th day of August 2019, by Malcolm G. Ballinger, who is personally known to me.

X _____

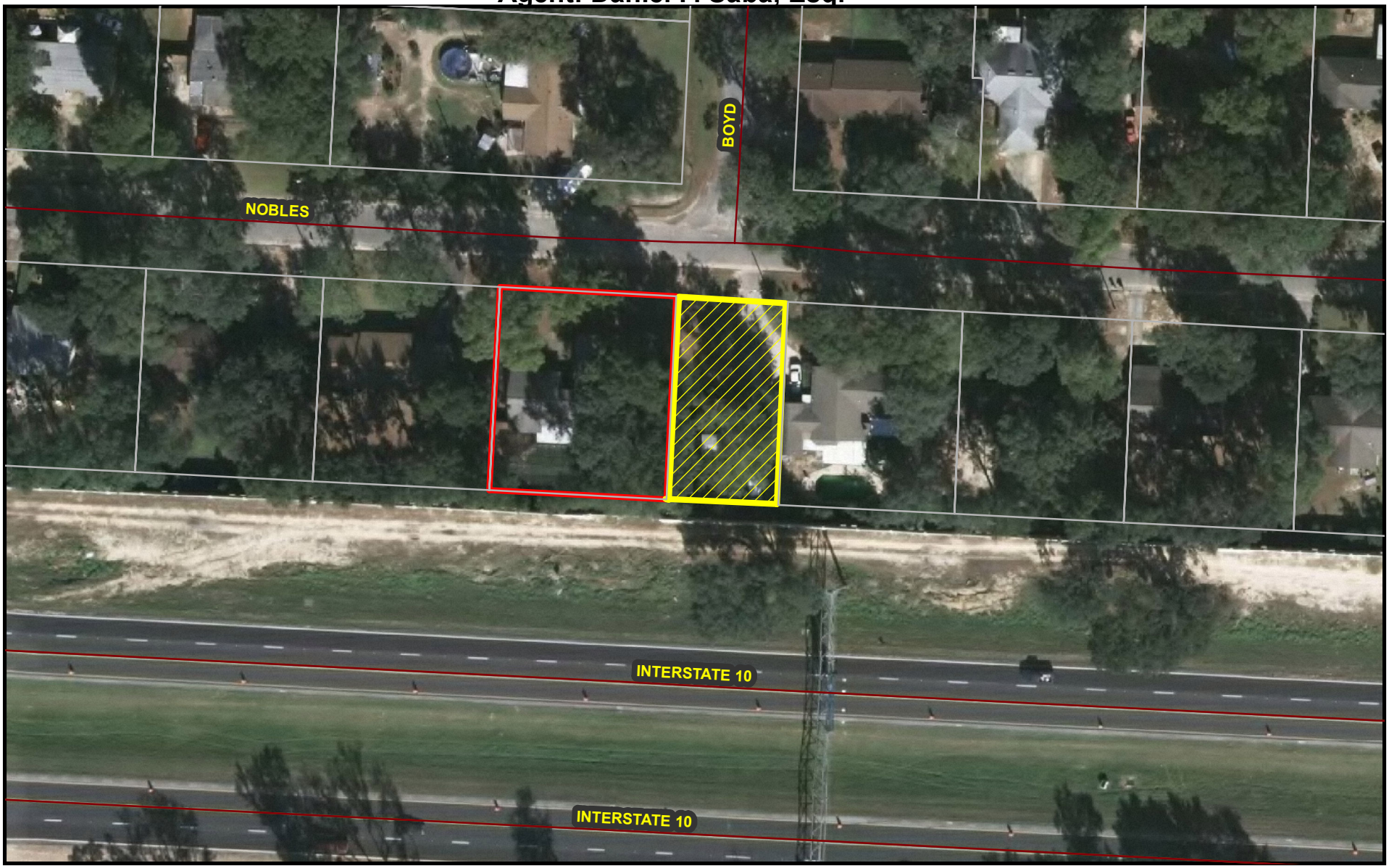
BRIDGET A. ROBERTS, NOTARY PUBLIC

Bridget A. Roberts
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG023500
Expires 8/22/2020

# REQUEST TO VACATE: A PORTION OF UNOPENED RIGHT-OF-WAY KNOWN AS BOYD AVENUE BETWEEN NOBLES STREET AND INTERSTATE 10

**Petitioner: Cindy A Naumowicz**

**Agent: Daniel P. Saba, Esq.**




ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MLW 6/10/19 DISTRICT 4

2016
Aerial Photo

**Petitioner's Property**

**Area To Be Vacated**

July 17, 2019

Amanda Fahnestock
Legal Assistant to Daniel P. Saba
Locklin, Saba, Locklin & Jones, P.A.
4557 Chumuckla Highway
Pace, FL 32571

Re: Vacate Request for a Portion of Boyd Ave.

Ms. Fahnestock,

Pensacola Energy has reviewed the Petition to Vacate a portion of Boyd Avenue. A natural gas main currently exists in the right-of-way of the unopened portion of Boyd Avenue south of Nobles Street right-of-way. With the agreement presented by your office from Ms. Naumowicz to pay the cost to cap and abandon the existing gas main in the amount of $915.00, Pensacola Energy has no objection to the Petition to Vacate you submitted.

If you are interested in moving forward or have additional questions, please contact me at (850) 474-5319.

Sincerely,

Diane Moore
Gas Distribution Engineer
Pensacola Energy

cc; Mrs. Dena L Faessel, Administrator of Operations

I have received the invoice in the amount of $915.00 from Pensacola Energy for "labor and materials to perform steel stopper and cut, cap and abandon steel gas main." I agree to pay this invoice should Escambia County vacate the portion of unopened right-of-way of Boyd Avenue as requested in the Petition to Vacate.

Date: 7/9/19

Cindy Naumowicz
as Successor Trustee of the
Marguerite Ann Arenberg Living Trust
Dated April 6, 2011

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16918** **Public Hearings 12.**
**BCC Regular Meeting**
**Meeting Date:** 10/03/2019
**Issue:** 5:33 p.m. Public Hearing to Consider an Ordinance to Repeal Section 99-1 - 99-2 and Dissolve ECATA as a Dependent Special District
**From:** ALISON ROGERS, County Attorney
**Organization:** County Attorney's Office
**CAO Approval:**

## RECOMMENDATION:
5:33 p.m. Public Hearing to Consider an Ordinance to Repeal Section 99-1 - 99-2 and Dissolve the Escambia County Area Transit Authority as a Dependent Special District

Recommendation: That the Board adopt, and authorize the Chairman to sign, an Ordinance to repeal Volume I, Chapter 99, Section 99-1 through 99-2 of the Escambia County Code of Ordinances and dissolve the Escambia County Area Transit Authority as a Dependent Special District of Escambia County for the purpose of providing public transportation.

## BACKGROUND:
The proposed Ordinance will repeal Ordinance 2018-8, codified as Volume I, Chapter 99, Section 99-1 through 99-2 of the Escambia County Code of Ordinances, which established the Escambia County Area Transit Authority as a Dependent Special District of Escambia County and formally adopted the Charter of the Escambia County Area Transit Authority. The purpose, powers, functions, and duties for which the District was created will be assumed by the Escambia County Board of County Commissioners.

## BUDGETARY IMPACT:
N/A

## LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Ordinance was drafted by Senior Assistant County Attorney, Kristin D. Hual, and advertised in the Pensacola News Journal on September 21, 2019.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

A copy of the Ordinance will be filed with the Florida Department of State and the Florida Department of Economic Opportunity, Special District Accountability Program.

---

**Attachments**

Draft Ordinance

Final Ordinance

---

**ORDINANCE 2019-_____**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA REPEALING VOLUME I, CHAPTER 99, SECTION 99-1 - 99-2 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; DISSOLVING THE ESCAMBIA COUNTY AREA TRANSIT AUTHORITY AS A DEPENDENT SPECIAL DISTRICT OF ESCAMBIA COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF ESCAMBIA COUNTY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** pursuant to Chapters 125 and 189, Florida Statutes, the Board of County Commissioners of Escambia County, Florida has the authority to create, merge, and dissolve dependent special districts; and

**WHEREAS,** on February 15, 2018, the Board of County Commissioners enacted Ordinance 2018-8, codified as Volume I, Chapter 99, Section 99-1 through 99-2 of the Escambia County Code of Ordinances, establishing the Escambia County Area Transit Authority as a Dependent Special District of Escambia County, Florida for the purpose of providing public transportation in Escambia County and adopting the Charter of the Escambia County Area Transit Authority; and

**WHEREAS,** the Board of County Commissioners finds that repealing said Ordinance and dissolving the Escambia County Area Transit Authority as a Dependent Special District of Escambia County, Florida serves an important public purpose.

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

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

**Section 2. Repealer.** Volume I, Chapter 99, Section 99-1 through 99-2 of the Escambia County Code of Ordinances is hereby repealed in its entirety.

**Section 3. Dissolution.** Pursuant to Chapters 125 and 189, Florida Statutes, the Escambia County Area Transit Authority, established by duly enacted ordinance as a Dependent Special District of Escambia County, Florida for the purpose of providing public transportation in Escambia County, is hereby dissolved.

**Section 4. 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 as 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 5. 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 of Ordinances 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.

DRAFT

**Section 6.** **Effective Date**. This Ordinance shall become effective upon receipt of official acknowledgment of the Clerk of the Board of County Commissioners from the Florida Department of State that this Ordinance has been filed with the Florida 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**

**(SEAL)**

**ENACTED:**

**FILED WITH DEPARTMENT OF STATE:**

**EFFECTIVE:**

DRAFT

**ORDINANCE 2019-_____**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA REPEALING VOLUME I, CHAPTER 99, SECTION 99-1 - 99-2 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; DISSOLVING THE ESCAMBIA COUNTY AREA TRANSIT AUTHORITY AS A DEPENDENT SPECIAL DISTRICT OF ESCAMBIA COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF ESCAMBIA COUNTY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** pursuant to Chapters 125 and 189, Florida Statutes, the Board of County Commissioners of Escambia County, Florida has the authority to create, merge, and dissolve dependent special districts; and

**WHEREAS,** on February 15, 2018, the Board of County Commissioners enacted Ordinance 2018-8, codified as Volume I, Chapter 99, Section 99-1 through 99-2 of the Escambia County Code of Ordinances, establishing the Escambia County Area Transit Authority as a Dependent Special District of Escambia County, Florida for the purpose of providing public transportation in Escambia County and adopting the Charter of the Escambia County Area Transit Authority; and

**WHEREAS,** the Board of County Commissioners finds that repealing said Ordinance and dissolving the Escambia County Area Transit Authority as a Dependent Special District of Escambia County, Florida serves an important public purpose.

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

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

**Section 2. Repealer.** Volume I, Chapter 99, Section 99-1 through 99-2 of the Escambia County Code of Ordinances is hereby repealed in its entirety.

**Section 3. Dissolution.** Pursuant to Chapters 125 and 189, Florida Statutes, the Escambia County Area Transit Authority, established by duly enacted ordinance as a Dependent Special District of Escambia County, Florida for the purpose of providing public transportation in Escambia County, is hereby dissolved.

**Section 4. 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 as 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 5. 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 of Ordinances 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 6.** **Effective Date**. This Ordinance shall become effective upon receipt of official acknowledgment of the Clerk of the Board of County Commissioners from the Florida Department of State that this Ordinance has been filed with the Florida 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: Kristin D. Hual, SACA

Date: 09-24-2019

**(SEAL)**

**ENACTED:**

**FILED WITH DEPARTMENT OF STATE:**

**EFFECTIVE:**

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16916** **Public Hearings 13.**
**BCC Regular Meeting**
**Meeting Date:** 10/03/2019
**Issue:** 5:34 p.m. Public Hearing Regarding the Fiscal 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local Solicitation
**From:** MARCUS FAULKNER, ECSO Grant Coordinator
**Organization:** Escambia County Sheriff's Office
**CAO Approval:**

## RECOMMENDATION:

5:34 p.m. Public Hearing Regarding the Fiscal year 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local Solicitation.

Recommendation: That the Board take the following action concerning the "Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2019 Local Solicitation":

A. Ratify the electronic submission of the Application for the "Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2019 Local Solicitation" funds; total estimated amount of funds for Escambia County, Florida, is $114,870;

B. Authorize the Sheriff of Escambia County, Florida, to act as the Implementing Agency and Designee for the Chairman of the Board of County Commissioners for the Grant Program, to include the following:

1. Review and approve the online Grant Application;
2. Make the necessary Assurances and Certifications as to the expenditure of funds under the Program; and
3. Sign or validate online any other Program requirements, as may be required by the funding authority; and

C. Authorize the Chairman to sign or validate online any other Program requirements, as may be required by the funding authority, relating to the Chief Executive of the County.

## BACKGROUND:

The Department of Justice requires applicants allow for public comment prior to the award of any funding under this program on its intended uses to the extent applicable law or established procedures make such opportunity available. The grantee will use the JAG grant to support law enforcement initiatives. Specifically, to fund the overtime salaries for sworn law enforcement officers for following units: Bike Patrol. Primary objective is the reduction of street level crimes through effective neighborhood bike patrol policing in Escambia County Florida.

## BUDGETARY IMPACT:

There are no matching grant requirements for this grant.

## LEGAL CONSIDERATIONS/SIGN-OFF:

Applicants must provide an opportunity for the public to comment on their JAG application. The manner in which the public is notified and given an opportunity to comment, as well as the pertinent dates, should be included In the Review Narrative portion of the application. If the requirement is not met at the time of submission, BJA will process the application, but funds will be withheld until documentation confirming the public comment requirement was completed has been submitted. Common forms of public notification include website and newspaper postings, and city council, tribal council, and county board hearings that are open to the public.

## PERSONNEL:

Escambia County Sheriffs Office will coordinate all necessary activities including programmatic and serve as the fiscal agent for this grant.

## POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

## IMPLEMENTATION/COORDINATION:

Escambia County Sheriffs Office will coordinate all necessary activities including programmatic and and serve as the fiscal agent for this grant.

---

### Attachments

JAG 19 Local Solicitation
Signature Page Chairman

---

OMB No. 1121-0329
Approval Expires 11/30/2020

**U.S. Department of Justice**
Office of Justice Programs
*Bureau of Justice Assistance*

# Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2019 Local Solicitation

**CFDA #: 16.738**
**Solicitation Release Date: July 25, 2019**

**Application Deadline: *8:*00 p.m. eastern time on August 23, 2019**

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) is seeking applications for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal law enforcement efforts to prevent or reduce crime and violence.

This solicitation incorporates the OJP Grant Application Resource Guide by reference. The OJP Grant Application Resource Guide provides guidance to applicants for the preparation and submission to OJP of applications for funding. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provisions in the "Financial Information" section of the OJP Grant Application Resource Guide.

## Eligibility

Only units of local government may apply under this solicitation. By law, for purposes of the JAG Program, the term "unit of local government" includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., a mayor)

properly executes, and the unit of local government submits, the "Certifications and Assurances by Chief Executive of Applicant Government" attached to this solicitation as Appendix A.

Eligible allocations under JAG are posted annually on the JAG web page.

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

## Contact Information

For technical assistance with submitting an application, contact the Grants Management System (GMS) Support Hotline at 888–549–9901, option 3, or via email at GMS.HelpDesk@usdoj.gov. The GMS Support Hotline operates 24 hours a day, 7 days a week, including on federal holidays.

An applicant that experiences unforeseen GMS technical issues beyond its control that prevent it from submitting its application by the deadline must email the National Criminal Justice Reference Service (NCJRS) Response Center at grants@ncjrs.gov **within 24 hours after the application deadline** in order to request approval to submit its application after the deadline. For information on reporting technical issues, see "Experiencing Unforeseen GMS Technical Issues" under **How to Apply (GMS)** in the OJP Grant Application Resource Guide.

For assistance with any other requirement of this solicitation, applicants may contact the NCJRS Response Center by telephone at 1–800–851–3420; via TTY at 301–240–6310 (hearing impaired only); by email at grants@ncjrs.gov; by fax to 301–240–5830, or by web chat at https://webcontact.ncjrs.gov/ncjchat/chat.jsp. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date. Applicants also may contact the appropriate BJA State Policy Advisor.

### Post-Award Legal Requirements Notice

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, and all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance). OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application.

For additional information on these legal requirements, see the "Administrative, National Policy, and Other Legal Requirements" section in the OJP Grant Application Resource Guide.

### Deadline details

Applicants must register in the OJP Grants Management System (GMS) at https://grants.ojp.usdoj.gov/ prior to submitting an application under this solicitation. All applicants must register, even those that previously registered in GMS. Select the "Apply Online" button associated with the solicitation title. All registrations and applications are due by 8 p.m. eastern time on August 23, 2019.

For additional information, see the "**How to Apply (GMS)**" section in the OJP Grant Application Resource Guide.

# Contents


A. Program Description ..... 5
Overview ..... 5
Program-specific Information ..... 5
Permissible uses of JAG Funds – In general ..... 5
Limitations on the use of JAG funds ..... 6
Requirements specific to "disparate" jurisdictions ..... 10
Required compliance with applicable federal laws ..... 10
BJA Areas of Emphasis ..... 12
Objectives ..... 14
Evidence-based Programs or Practices ..... 14
Information Regarding Potential Evaluation of Programs and Activities ..... 14
B. Federal Award Information ..... 15
Type of Award ..... 15
Financial Management and System of Internal Controls ..... 16
Budget and Financial Information ..... 16
Cost Sharing or Match Requirement ..... 16
Pre-agreement Costs (also known as Pre-award Costs) ..... 16
Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs ..... 16
Costs Associated with Language Assistance (if applicable) ..... 17
C. Eligibility Information ..... 17
D. Application and Submission Information ..... 17
What an Application Should Include ..... 17
How to Apply ..... 22
E. Application Review Information ..... 22
Review Process ..... 22
F. Federal Award Administration Information ..... 22
Federal Award Notices ..... 22
Administrative, National Policy, and Other Legal Requirements ..... 22
Information Technology (IT) Security Clauses ..... 22
Statutory and Regulatory Requirements; Award Conditions ..... 23
General Information about Post-federal Award Reporting Requirements ..... 24
G. Federal Awarding Agency Contact(s) ..... 24
H. Other Information ..... 24
Freedom of Information Act and Privacy Act (5 U.S.C. § 552 and 5 U.S.C. § 552a) ..... 24
Provide Feedback to OJP ..... 24

Appendix A: Certifications and Assurances by the Chief Executive ..... 25
Appendix B: Certain relevant federal laws, as in effect on April 8, 2019 ..... 27
Appendix C: Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE) ..... 33
Appendix D: Additional Award Purposes ..... 34
Appendix E: Application Checklist ..... 37

# Edward Byrne Memorial
# Justice Assistance Grant (JAG) Program
# FY 2019 Local Solicitation
# CFDA #16.738

## A. Program Description

**Overview**
The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and units of local government. BJA will award JAG Program funds to eligible units of local government under this FY 2019 JAG Program Local Solicitation. (A separate solicitation will be issued for applications to BJA directly from states.)

**Statutory Authority:** The JAG Program is authorized by Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (Public Law No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).

**Program-specific Information**

**Permissible uses of JAG Funds – In general**
In general, JAG funds awarded to a unit of local government under this FY 2019 solicitation may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for **criminal justice**, including any one or more of the following:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)
- Mental health programs and related law enforcement and corrections programs

Additionally, JAG funds awarded to a unit of local government under this FY 2019 solicitation may be used for any purpose indicated Appendix D.

In connection with all of the above purposes (including those indicated in the appendix), it should be noted that the statute defines “criminal justice” as “activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend

criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency."

**Limitations on the use of JAG funds**

Prohibited uses of funds – JAG funds may not be used (whether directly or indirectly) for any purpose prohibited by federal statute or regulation, including those purposes specifically prohibited by the JAG Program statute as set out at 34 U.S.C. § 10152.

JAG funds may not be used (directly or indirectly) for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Additionally, **JAG funds may not be used (directly or indirectly) to pay for any of the following items unless the BJA Director certifies that extraordinary and exigent circumstances exist,** making them essential to the maintenance of public safety and good order:

- Vehicles, vessels, or aircraft*
- Luxury items
- Real estate
- Construction projects (other than penal or correctional institutions)
- Any similar items

*Police cruisers, police boats, and police helicopters are allowable vehicles under JAG and do not require BJA certification.

**For information about requesting BJA certification for a listed prohibited item (including Unmanned Aircraft, Unmanned Aerial Vehicles and/or Unmanned Aerial System purchases) or for examples of allowable vehicles that do not require BJA certification, refer to the JAG FAQs.**

***Cap on use of JAG award funds for administrative costs*** – Up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award.

***Prohibition of supplanting; no use of JAG funds as match*** – JAG funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities. See the JAG FAQs for examples of supplanting.

Although supplanting is prohibited, as discussed under What An Application Should Include, leveraging of federal funding is encouraged.

Absent specific federal statutory authority to do so, JAG award funds may not be used as a match for the purposes of other federal awards.

***Other restrictions on use of funds*** – If a unit of local government chooses to use its FY 2019 JAG funds for particular, defined types of expenditures, it must satisfy certain preconditions.

- Body-Worn Cameras (BWC) - A unit of local government that proposes to use FY 2019 JAG award funds to purchase BWC equipment, or to implement or enhance BWC programs, must provide OJP with a certification(s) that each unit of local government law enforcement agency receiving the equipment or implementing the program has policies and procedures in place related to BWC equipment usage, data storage and access, privacy considerations, and training. The certification form related to BWC policies and procedures can be found at: https://www.bja.gov/Funding/BodyWornCameraCert.pdf.

  A unit of local government that proposes to use JAG funds for BWC-related expenses will have funds withheld until the required certification is submitted and approved by OJP. If the unit of local government proposes to change project activities to utilize JAG funds for BWC-related expenses after the award is accepted, the unit of local government must submit the signed certification to OJP at that time.

  Further, before making any subaward for BWC-related expenses, the unit of local government JAG recipient must collect a completed BWC certification from the proposed subrecipient. Any such certifications must be maintained by the unit of local government JAG recipient, and made available to OJP upon request.

  **The BJA BWC Toolkit provides model BWC policies and best practices to assist departments in implementing BWC programs.**

  Apart from the JAG Program, BJA provides funds under the Body-Worn Camera Policy and Implementation Program (BWC Program). The BWC Program allows jurisdictions to develop and implement policies and practices required for effective program adoption and address program factors, including the purchase, deployment, and maintenance of camera systems and equipment; data storage and access; and privacy considerations. Interested units of local government may wish to refer to the BWC web page for more information. Units of local government should note, however, that JAG funds may not be used as any part of the 50 percent match required by the BWC Program.

- Body Armor - Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the following requirements are met: The body armor must have been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. In addition, body armor purchased must be made in the United States. Finally, body armor purchased with JAG funds must be "uniquely fitted vests," which means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage, through a combination of: 1) correctly-sized panels and carrier, determined through appropriate measurement, and 2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. The requirement that body armor be "uniquely fitted" does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of OJP's efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor (Active Standard ASTM E3003) available at no cost. The Personal Armor Fit Assessment checklist is excerpted from ASTM E3003.

  A unit of local government that proposes to use FY 2019 JAG award funds to purchase body armor must provide OJP with a certification(s) that each unit of local government

law enforcement agency receiving body armor has a written "mandatory wear" policy in effect. *See* 34 U.S.C. § 10202(c). The certification form related to mandatory wear can be found at: www.bja.gov/Funding/BodyArmorMandatoryWearCert.pdf. There are no requirements regarding the nature of the policy other than it specify when mandatory wear is required for uniformed officers on duty. FAQs related to the mandatory wear policy requirement can be found at ojp.gov/bvpbasi/docs/FAQsBVPMandatoryWearPolicy.pdf. A mandatory wear concept and issues paper and a model policy are available at the BVP Customer Support Center, at vests@usdoj.gov or toll free at 1–877–758–3787.

A unit of local government that proposes to use JAG funds to purchase body armor will have funds withheld until the required certification is submitted and approved by OJP. If the unit of local government proposes to change project activities to utilize JAG funds to purchase body armor after the award is accepted, the unit of local government must submit the signed certification to OJP at that time.

Further, before making any subaward for the purchase of body armor, the unit of local government JAG recipient must collect a completed mandatory wear certification from the proposed subrecipient. Any such certifications must be maintained by the local government JAG recipient, and made available to OJP upon request.

Apart from the JAG program, BJA provides funds under the Bulletproof Vest Partnership (BVP) Program. The BVP Program is designed to provide a critical resource to state and local law enforcement agencies for the purchase of ballistic-resistant and stab-resistant body armor. For more information on the BVP Program, including eligibility and application, refer to the BVP web page. Units of local government should note, however, that JAG funds may not be used as any part of the 50 percent match required by the BVP Program. It is also important to note that **pursuant to the BVP program statute, at 34 U.S.C. § 10532(c), the use of JAG funding by a unit of local government may impact its eligibility for funding under the BVP program. If a unit of local government uses JAG funds to purchase armor vests, that unit of local government cannot also receive funding under the BVP program in the same fiscal year.** For additional information on the BVP Program and eligibility restrictions related to receipt of JAG funding, review the BVP FAQs.

- Interoperable Communications - Units of local government (and any subrecipients) that use FY 2019 JAG funds to support emergency communications activities (including the purchase of interoperable communications equipment and technologies such as Voice over Internet Protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission [FCC] Waiver Order) should review current SAFECOM guidance at: https://www.dhs.gov/safecom. This guidance is updated annually to provide current information on emergency communications policies, eligible costs, best practices, and technical standards for state, local, tribal, and territorial grantees investing federal funds in emergency communications projects. Additionally, emergency communications projects funded with FY 2019 JAG funds should support the Statewide Communication Interoperability Plan (SCIP) and be coordinated with the full-time statewide interoperability coordinator (SWIC) in the state of the project. As the central coordination point for a state's interoperability effort, the SWIC plays a critical role and can serve as a valuable resource. SWICs are responsible for the implementation of SCIP through coordination and collaboration with the emergency response community. The U.S. Department of Homeland Security Office

of Emergency Communications maintains a list of SWICs for each of the states and territories. Contact OEC@hq.dhs.gov for more information. All communications equipment purchased with FY 2019 JAG Program funding should be identified during quarterly performance metrics reporting.

Further, information-sharing projects funded with FY 2019 JAG funds must comply with DOJ's Global Justice Information Sharing Initiative guidelines, as applicable, in order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community. Recipients (and subrecipients) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. Recipients (and subrecipients) will be required to document planned approaches to information sharing and describe compliance with GSP and an appropriate privacy policy that protects shared information or provide detailed justification for why an alternative approach is recommended.

For JAG applicants considering implementing communications technology projects, it is worthwhile to consider the First Responder Network Authority (FirstNet) Program. The Middle Class Tax Relief and Job Creation Act of 2012 (47 U.S.C. §§ 1401 *et seq.*) established FirstNet as an independent authority within the National Telecommunications and Information Administration (NTIA). FirstNet's statutory mission is to take all actions necessary to ensure the establishment of a nationwide public safety broadband network (NPSBN). NPSBN will use the 700 MHz D block spectrum to provide Long-Term Evolution (LTE)-based broadband services and applications to public safety entities. The network is based on a single, national network architecture that will evolve with technological advances and initially consist of a core network and radio access network. While mission-critical voice communications will continue to occur on land mobile radio (LMR), in time, FirstNet is expected to provide public safety entities with mission-critical broadband data capabilities and services including, but not limited to: messaging, image sharing, video streaming, group text, voice, data storage, applications, location-based services, and quality of service, priority, and preemption. This reliable, highly secure, interoperable, and innovative public safety communications platform will bring 21st century tools to public safety agencies and first responders, allowing them to get more information quickly and helping them to make faster and better decisions. For more information on FirstNet services, the unique value of the FirstNet network to public safety, and how to subscribe for the FirstNet service, should your state or territory opt in, visit www.FirstNet.gov. To learn about FirstNet's programs and activities, including its consultation and outreach with public safety, the state planning process, FirstNet's history and promise and how it plans to ensure that the FirstNet network meets the needs of public safety, visit www.FirstNet.gov or contact info@firstnet.gov.

- DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database - If JAG Program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the Federal Bureau of Investigation (FBI) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non- governmental DNA database without prior express written approval from BJA.

  In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not acceptable for entry into CODIS.

Entry of Records into State Repositories - As appropriate and to the extent consistent with law, a condition will be imposed that would require the following: with respect to any "program or activity" that receives federal financial assistance under this solicitation that is likely to generate or upgrade court dispositions or other records that are relevant to National Instant Background Check System (NICS) determinations (which includes any dispositions or records whatsoever that involve any "alien [who] is illegally or unlawfully in the United States" (18 U.S.C. § 922(g)(5)(A) (generally prohibiting any such alien to possess any firearm or ammunition)), a system must be in place to ensure that all such NICS-relevant dispositions or records that are generated or upgraded are made available in timely fashion to state repositories/databases that are accessed by NICS.

**Requirements specific to "disparate" jurisdictions**

According to the JAG program statute, a "disparity" may exist between the funding eligibility of a county and its associated municipalities. *See* 34 U.S.C. § 10156(d)(4). Three different types of disparities may exist:

- The first type is a zero-county disparity. This situation exists when one or more municipalities within a county are eligible for a direct award but the county is not, yet the county is responsible for providing criminal justice services (such as prosecution and incarceration) for the municipality. In this case, the county is entitled to part of the municipality's award because it shares the cost of criminal justice operations, although it may not report crime data to the FBI. This is the most common type of disparity.

- A second type of disparity exists when both a county and a municipality within that county qualify for a direct award, but the award amount for the municipality exceeds 150 percent of the county's award amount.

- The third type of disparity occurs when a county and multiple municipalities within that county are all eligible for direct awards, but the sum of the awards for the individual municipalities exceeds 400 percent of the county's award amount.

Jurisdictions identified by BJA as disparate must identify a fiscal agent that will submit a joint application for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. A memorandum of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the authorized representative for each participating jurisdiction. The signed MOU should be attached to the application. For a sample MOU, see: www.bja.gov/Funding/JAGMOU.pdf.

Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions. Unless specified differently, any reference in this solicitation to "applicant" or "recipient" includes each fiscal agent applying on behalf of a disparate group. Further, "subrecipients" includes those disparate jurisdictions that receive award funding from the fiscal agent, rather than directly from OJP.

**Required compliance with applicable federal laws**

By law, the chief executive (e.g., the mayor) of each unit of local government that applies for an FY 2019 JAG award must certify that the unit of local government will "comply with all

provisions of [the JAG Program statute] and all other applicable Federal laws." To satisfy this requirement, each unit of local government applicant must submit a properly executed Certifications and Assurances by the Chief Executive of the Applicant Government using the form shown in Appendix A.

All applicants should understand that OJP awards, including certifications provided in connection with such awards, are subject to review by DOJ, including by OJP and by the DOJ Office of the Inspector General. Applicants also should understand that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in a certification submitted to OJP in support of an application may be the subject of criminal prosecution, and also may result in civil penalties and administrative remedies for false claims or otherwise. Administrative remedies that may be available to OJP with respect to an FY 2019 award include suspension or termination of the award, placement on the DOJ high risk grantee list, disallowance of costs, and suspension or debarment of the recipient.

**National Incident-Based Reporting System (NIBRS) 3 percent set-aside**
In FY 2016, the Federal Bureau of Investigation (FBI) formally announced its intention to sunset the Uniform Crime Reporting (UCR) Program's traditional Summary Reporting System (SRS) and replace it with the UCR Program's National Incident-Based Reporting System (NIBRS). By January 1, 2021, the FBI intends for NIBRS to be the law enforcement crime data reporting standard for the nation.

By statute, JAG Program awards are calculated using summary Part 1 violent crime data from the FBI's UCR Program. *See* 34 U.S.C. § 10156. Once SRS has been replaced by NIBRS, JAG award amounts will be calculated using NIBRS data. In preparation for the FBI's 2021 NIBRS compliance deadline, beginning in FY 2018, BJA requires, through the application of a special condition, that direct JAG award recipients not certified by their state (or, as applicable, the FBI) as NIBRS compliant to dedicate 3 percent of their JAG award toward achieving full compliance with the FBI's NIBRS data submission requirements under the UCR Program. The 3 percent requirement will assist state and local jurisdictions in working toward compliance to ensure they continue to have critical criminal justice funding available through JAG when SRS is replaced by NIBRS in FY 2021.

The requirement for a NIBRS set-aside will be applicable to all jurisdictions in a disparate group, but will not otherwise be applied to subawards. That is, the unit of local government serving as fiscal agent for a disparate group will be required by special condition to require each of the other jurisdictions in the disparate group to set aside 3 percent of FY 2019 JAG funds received by that jurisdiction to be used for NIBRS compliance activities, unless that jurisdiction has had the requirement waived by BJA, as described below. Units of local government must clearly indicate in their application narratives and budgets what projects will be supported with this 3 percent set-aside.

The following are examples of costs and projects that relate to NIBRS implementation at the state or local level that could be funded under the JAG Program: software, hardware, and labor that directly support or enhance a state or agency's technical capacity for collecting, processing, and analyzing data reported by local law enforcement (LE) agencies and then submitting NIBRS data to the FBI; training personnel responsible for the state's Incident Based Reporting (IBR) program on receiving, processing, analyzing, and validating incident-based data from local LE agencies in their state; training local agencies in how to collect and submit NIBRS data; and technical assistance for LE agency personnel responsible for (1) managing

the agency's crime incident data, (2) processing and validating the data, and (3) extracting and submitting IBR data to the state UCR Program, according to the states, and/or directly to the FBI, according to the NIBRS standard.

BJA will waive the set-aside requirement for units of local government that have been certified as NIBRS compliant by their state, or directly by the FBI, as of the posting date of this solicitation. Units of local government that achieve full compliance with NIBRS after receiving an award should email evidence of NIBRS compliance (certification of NIBRS compliance from their state or the FBI) to their State Policy Advisor listed in OJP's Grants Management System (GMS). Upon review of the documentation submitted, BJA will confirm the NIBRS compliance and then issue a Grant Adjustment Notice (GAN) to clear any withholding special condition associated with the NIBRS set-aside requirement. Units of local government must retain documentation on file that demonstrates the certification of NIBRS compliance. Such documentation must be made available for BJA review, upon request. Please note that in order for a state to certify NIBRS compliance of a unit of local government, that state must first be certified as NIBRS compliant by the FBI. In FY 2019 and forward, this requirement is applicable to all JAG recipients, meaning tribal jurisdictions must set aside the 3 percent for NIBRS compliance.

**BJA Areas of Emphasis**

BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments, and that an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation between federal, state, and local law enforcement. BJA intends to focus much of its work on the areas of emphasis described below, and encourages each recipient of an FY 2019 JAG award to join federal law enforcement agencies in addressing these challenges.

Reducing Violent Crime – Recognizing that crime problems, including felonious possession and use of a firearm and/or gang violence, illegal drug sales and distribution, human trafficking, and other related violent crime, vary from community to community, BJA encourages units of local government to tailor their programs to the local crime issues, and to be data-informed in their work. Units of local government should consider investing JAG funds in programs to combat illegal gun violence, and to improve the process for ensuring that persons prohibited from purchasing guns (see, e.g., 18 U.S.C. § 922(g)) are prevented from doing so, by utilizing technology such as eTrace and NIBIN to analyze evidence as well as by enhancing complete, accurate, and timely reporting to the FBI's NICS. Units of local government are also encouraged to coordinate with United States Attorneys Offices and Project Safe Neighborhood (PSN) grantees in order to leverage funding for violence reduction projects, and to coordinate their law enforcement activities with those of federal law enforcement agencies, such as the FBI, the Bureau of Alcohol, Tobacco, Firearms, and Explosives, the Drug Enforcement Administration, the United States Marshals Service, and the Department of Homeland Security.

Officer Safety and Wellness – The issue of law enforcement safety and wellness is an important priority for BJA and DOJ. According to the *2018 Preliminary End-of-Year Law Enforcement Fatalities Report*, released by the National Law Enforcement Officers Memorial Fund (NLEOMF), 2018 saw 144 law enforcement law enforcement line-of-duty deaths nationwide. This is a 12 percent increase over 2017, which had 129 line-of-duty deaths. Firearms-related deaths were the leading cause of law enforcement deaths (52) – a

13 percent increase when compared to 2017. Among those deaths, 14 occurred during an attempt to arrest a suspect, 8 while conducting an investigative activity, 6 while responding to a domestic or public disturbance, and 5 as a result of being ambushed. Additionally, there were 50 traffic-related deaths. Forty-two officers died due to circumstances other than firearms or traffic, the majority being job-related illnesses.

Based on the latest report (2017) from the FBI's Law Enforcement Officers Killed and Assaulted (LEOKA) data, there appeared to be a continuing increase in assaults against law enforcement officers between 2016 and 2017. In 2017 there were 60,211 assaults versus 57,180 assaults in 2016. Of those assaulted, 17,476 were injured compared to 16,535 injured in 2016. The 2017 LEOKA data show that 21 officers died as a result of investigative or enforcement duties, 6 during pursuits, and 5 were ambushed.

BJA sees a vital need to continue to focus on tactical officer safety concerns as well as on the health and wellness of law enforcement as that may have a direct effect on officer performance and safety. It is important for law enforcement to have the tactical skills necessary, and also to be physically and mentally well, to perform, survive, and be resilient in the face of the demanding duties of the profession. BJA encourages units of local government to use JAG funds to address these needs by providing training, and paying for tuition and travel expenses related to attending trainings such as those available through the BJA VALOR Initiative and soon to be available through the National Officer Safety Initiative program, as well as funding for health and wellness programs for law enforcement officers.

Southwest Border Rural Law Enforcement – Securing U.S. borders (and internationally accessible waterways and airports) is critically important to the reduction, intervention, and prevention of transnational drug-trafficking networks, gangs, and combating all forms of human trafficking and related sexual assaults within the United States (including sex and labor trafficking of foreign nationals and U.S. citizens of all sexes and ages). Smuggling and trafficking operations to, from, and within the United States contribute to a significant increase in violent crime and U.S. deaths, to include law enforcement. BJA encourages units of local government using JAG funds to support law enforcement hiring, training, and technology enhancement, as well as information sharing, cooperation, and coordination among federal, state, local, tribal, and territorial law enforcement agencies to help address these problems.

Responding to the Opioid Crisis – The opioid crisis is a public health emergency and responding to the crisis is one of DOJ's top priorities. In 2017, more than 72,000 Americans lost their lives to drug overdoses, according to the Centers for Disease Control and Prevention (CDC). In 2016, 63,632 Americans died from fatal drug overdoses and 52,404 died in 2015 (CDC). The majority of these deaths can be attributed to opioids. Law enforcement plays a vital role in efforts to stem overdoses, save lives, and fight illegal opioid distribution and abuse. BJA encourages local governments to use JAG funds to support law enforcement actions to fight the opioid epidemic such as addressing the supply of both diverted prescription drugs and illegal drugs, and supporting first responders when encountering overdoses. JAG funds can also be used for training and safety measures to prepare for potential encounters with synthetic opioids such as fentanyl. This may include covering the cost of providing naloxone to all officers and the cost of fentanyl detection testing.

**Objectives**
In general, the FY 2019 JAG Program is designed to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. Although the JAG Program provides assistance directly to states, through pass- through (and similar) requirements, the JAG Program also is designed to assist units of local government with respect to criminal justice.

As discussed in more detail in the General Information about Post-federal Award Reporting Requirements discussion, a unit of local government that receives an FY 2019 JAG award will be required to produce various types of reports and to submit data related to performance measures and accountability. The objectives are directly related to the JAG Program accountability measures at https://bjapmt.ojp.gov/help/jagdocs.html.

The Objectives are directly related to the performance measures that demonstrate the results of the work completed, as discussed under What an Application Should Include.

**Evidence-based Programs or Practices**
OJP strongly emphasizes the use of data and evidence in policy making and program development in criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices, see the OJP Grant Application Resource Guide.

A useful matrix of evidence-based policing programs and strategies is available through BJA's Matrix Demonstration Project. BJA offers a number of program models designed to effectively implement promising and evidence-based strategies through the BJA "Innovation Suite" of programs including Innovations in Policing, Prosecution, Supervision, Reentry, and others (see https://www.bja.gov/Programs/CRPPE/innovationssuite.html). BJA encourages units of local government to use JAG funds to support these "crime innovation" strategies, including effective partnerships with universities and research partners and with non-traditional criminal justice partners.

**Information Regarding Potential Evaluation of Programs and Activities**
Applicants should note OJP may conduct or support an evaluation of the programs and activities funded under this solicitation. For additional information, see the OJP Grant Application Resource Guide section, entitled, "Information Regarding Potential Evaluation of Programs and Activities."

**BJA Success Stories**
The BJA-sponsored Success Stories web page features projects that have demonstrated success or shown promise in reducing crime and positively impacting communities. This web page is a valuable resource for states, localities, territories, tribes, and criminal justice professionals who seek to identify and learn about JAG and other successful BJA-funded projects linked to innovation, crime reduction, and evidence-based practices. **BJA strongly encourages the recipient to submit success stories annually (or more frequently).**

If a unit of local government has a success story it would like to submit, it may be submitted through My BJA account, using "Add a Success Story" and the Success Story Submission form. Register for a My BJA account using this registration link.

## B. Federal Award Information

BJA estimates that it will make up to 1,147 local awards totaling an estimated $84,500,000.

Awards of at least $25,000 are 4 years in length, and performance periods will be from October 1, 2018 through September 30, 2022. Extensions beyond this period may be made on a case-by-case basis at the discretion of BJA and must be requested via GMS no fewer than 30 days prior to the grant end date.

Awards of less than $25,000 are 2 years in length, and performance periods will be from October 1, 2018 through September 30, 2020. Extensions of up to 2 years can be requested for these awards via GMS no fewer than 30 days prior to the grant end date, and will be automatically granted upon request.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by statute.

**Type of Award**
BJA expects that any award under this solicitation will be in the form of a grant. See the "Administrative, National Policy, and Other Legal Requirements" section of the OJP Grant Application Resource Guide for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants.

JAG awards are based on a statutory formula as described below:

Once each fiscal year's overall JAG Program funding level is determined, BJA works with the Bureau of Justice Statistics (BJS) to begin a four-step grant award calculation process, which, in general, consists of:

(1) Computing an initial JAG allocation for each state, based on its share of violent crime and population (weighted equally).

(2) Reviewing the initial JAG allocation amount to determine if the state allocation is less than the minimum award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on its share of violent crime and population.

(3) Dividing each state's final award amount (except for the territories and District of Columbia) between the state and its units of local governments at a rate of 60 and 40 percent, respectively.

(4) Determining unit of local government award allocations, which are based on their proportion of the state's 3-year violent crime average. If the "eligible award amount" for a particular unit of local government, as determined on this basis, is $10,000 or more, then the unit of local government is eligible to apply directly to OJP (under the JAG Local solicitation) for a JAG award. If the "eligible award amount" to a

particular unit of local government, as determined on this basis, is less than $10,000, however, the funds are not made available for a direct award to that particular unit of local government, but instead are added to the amount that otherwise would have been awarded to the state. (Additional requirements related to "disparate" jurisdictions are summarized above).

**Financial Management and System of Internal Controls**
Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities[1]) must, as described in the Part 200 Uniform Requirements[2] as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See OJP Grant Application Resource Guide for additional information.

**Budget Information**
Trust Fund – Units of local government may draw down JAG funds either in advance or on a reimbursement basis. Non-federal entities must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 CFR 200.305(b)(8)). Subrecipients that draw down JAG funds in advance are subject to the same requirement and must first establish an interest-bearing account.

Tracking and reporting regarding JAG funds used for administrative costs – As indicated earlier, up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award. Administrative costs (when utilized) must be tracked separately; a recipient must report in separate financial status reports (SF-425) those expenditures that specifically relate to each particular JAG award during any particular reporting period.

No commingling – Both the unit of local government recipient and all subrecipients of JAG funds are prohibited from commingling funds on a program-by-program or project-by-project basis. **For this purpose, use of the administrative JAG funds to perform work across all active awards in any one year is not considered commingling.**

**Cost Sharing or Match Requirement**
The JAG Program does not require a match. However, if a successful application proposes a voluntary match amount, and OJP approves the budget, the total match amount incorporated into the approved budget becomes mandatory and subject to audit.

For additional cost sharing and match information, see the DOJ Grants Financial Guide at https://ojp.gov/financialguide/DOJ/index.htm..

**Pre-agreement Costs (also known as Pre-award Costs)**
Pre-agreement costs are costs incurred by the applicant prior to the start date of the period of performance of the grant award.

OJP does **not** typically approve pre-agreement costs. An applicant must request and obtain the prior written approval of OJP for any such costs. All such costs incurred prior to award and prior to approval of the costs are incurred *at the sole risk* of the applicant. (Generally, no applicant should incur project costs *before* submitting an application requesting federal funding for those costs.) Should there be extenuating circumstances that make it appropriate for OJP to consider approving pre-agreement costs, the applicant may contact the point of contact listed on the title page of this solicitation for the requirements concerning written requests for approval. If approved in advance by OJP, award funds may be used for pre-agreement costs, consistent

with the recipient's approved budget and applicable cost principles. See the section on "Costs Requiring Prior Approval" in the DOJ Grants Financial Guide at https://ojp.gov/financialguide/DOJ/index.htm for more information.

**Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs**
OJP strongly encourages every applicant that proposes to use award funds for any conference-, meeting-, or training-related activity (or similar event) to review carefully—before submitting an application—the OJP and DOJ policy and guidance on approval, planning, and reporting of such events. See the OJP Grant Application Resource Guide for information.

**Costs Associated with Language Assistance (if applicable)**
See the OJP Grant Application Resource Guide for information on costs associated with language assistance that may be allowable.

## C. Eligibility Information

For information on eligibility, see the title page.

For information on cost sharing or match requirements, see Section B. Federal Award Information.

## D. Application and Submission Information

**What an Application Should Include**
See the "Application Elements and Formatting Instructions" section of the OJP Grant Application Resource Guide for information on, among other things, what happens to an application that does not contain all the specified elements. (This solicitation expressly modifies the "Application Elements and Formatting Instructions" section of the OJP Grant Application Resource Guide by not incorporating paragraph two of that section (referring to nonresponsive applications or applications missing critical elements not "[proceeding] to peer review").)

1. **Application for Federal Assistance (Standard Form (SF)-424)**
   The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the OJP Grant Application Resource Guide for additional information on completing the SF-424.

   **Intergovernmental Review:** This solicitation ("funding opportunity") is subject to Executive Order 12372. An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: https://www.whitehouse.gov/wp-content/uploads/2017/11/Intergovernmental_-Review-_SPOC_01_2018_OFFM.pdf. If the applicant's State appears on the SPOC list, the applicant must contact the State SPOC to find out about, and comply with, the State's process under E.O. 12372. In completing the SF-424, an applicant whose State appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. (An applicant whose State does not appear on the SPOC list should answer question 19 by selecting the response that the: "Program is subject to E.O. 12372, but has not been selected by the State for review.").

**2. Project Identifiers**

Applications should identify at least three and no more than ten project identifiers that would be associated with proposed project activities. The list of identifiers can be found at www.bja.gov/funding/JAGIdentifiers.pdf.

**3. Program Narrative**

The following sections **should** be included as part of the program narrative[1]:

**(a)** Description of the Issues – Identify the unit of local government's strategy/funding priorities for the FY 2019 JAG funds, the subgrant award process and timeline, and a description of the programs to be funded over the grant period. Units of local government are strongly encouraged to prioritize the funding on evidence-based projects.

**(b)** Project Design and Implementation – Describe the unit of local government's strategic planning process, if any, that guides its priorities and funding strategy. This should include a description of how the local community is engaged in the planning process and the data and analysis utilized to support the plan; it should identify the stakeholders currently participating in the strategic planning process, the gaps in the needed resources for criminal justice purposes, and how JAG funds will be coordinated with state and related justice funds.

**(c)** Capabilities and Competencies – Describe any additional strategic planning/coordination efforts in which the units of local government participates with other criminal justice juvenile justice agencies in the state.

**(d)** Plan for Collecting the Data Required for this Solicitation's Performance Measures – OJP will require each successful applicant to submit specific performance data that demonstrate the results of the work carried out under the award. The performance data directly relate to the objectives identified under "Objectives" in Section A. Program Description.

Post award, recipients will be required to submit quarterly performance metrics through BJA's Performance Measurement Tool (PMT), located at: https://bjapmt.ojp.gov. The application should describe the applicant's plan for collection of all of the performance measures data listed in the JAG Program accountability measures at: https://bjapmt.ojp.gov/help/jagdocs.html.

Applicants should visit OJP's performance measurement page at www.ojp.gov/performance for an overview of performance measurement activities at OJP.

The application should demonstrate the applicant's understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the

[1] For information on subawards (including the details on proposed subawards that should be included in the application), see "Budget and Associated Documentation" under Section D. Application and Submission Information.

required data should it receive funding.

Please note that applicants are **not** required to submit performance data with the application. Performance measures information is included as an alert that successful applicants will be required to submit performance data as part of the reporting requirements under an award.

**Note on Project Evaluations**
An applicant that proposes to use award funds through this solicitation to conduct project evaluations should follow the guidance under Note on Project Evaluations in the OJP Grant Application Resource Guide.

**4. Budget and Associated Documentation**
See the Budget Preparation and Submission Information section of the OJP Grant Application Resource Guide for details on the Budget Detail Worksheet, and on budget information and associated documentation, such as information on proposed subawards, proposed procurement contracts under awards, and pre-agreement costs. **Please note that the budget narrative should include a full description of all costs, including funds set aside for NIBRS project(s) and administrative costs (if applicable).**

General requirement for federal authorization of any subaward; statutory authorizations of subawards under the JAG Program statute. Generally, a recipient of an OJP award may not make subawards ("subgrants") unless the recipient has specific federal authorization to do so. Unless an applicable statute or DOJ regulation specifically authorizes (or requires) particular subawards, a recipient must have authorization from OJP before it may make a subaward.

**JAG subawards that are required or specifically authorized by statute (see 34 U.S.C. § 10152(a) and 34 U.S.C. § 10156) do not require prior approval to authorize subawards. This includes subawards made by states under the JAG Program.**
A particular subaward may be authorized by OJP because the recipient included a sufficiently detailed description and justification of the proposed subaward in the application as approved by OJP. If, however, a particular subaward is not authorized by federal statute or regulation, and is not sufficiently described and justified in the application as approved by OJP, the recipient will be required, post-award, to request and obtain written authorization from OJP before it may make the subaward.

If an applicant proposes to make one or more subawards to carry out the federal award and program, and those subawards are not specifically authorized (or required) by statute or regulation, the applicant should: (1) identify (if known) the proposed subrecipient(s), (2) describe in detail what each subrecipient will do to carry out the federal award and federal program, and (3) provide a justification for the subaward(s), with details on pertinent matters such as special qualifications and areas of expertise. Pertinent information on subawards should appear not only in the Program Narrative but also in the Budget Detail Worksheet and budget narrative.

**5. Indirect Cost Rate Agreement (if applicable)**
See the Budget Preparation and Submission Information section of the OJP Grant Application Resource Guide for information.

**6. Tribal Authorizing Resolution (if applicable)**

The following two paragraphs in this solicitation expressly modify the "Tribal Authorizing Resolution" provisions in the OJP Grant Application Resource Guide. An applicant is to follow the guidance in these two paragraphs instead of the guidance stated under the "Tribal Authorizing Resolution" heading in the Guide.

An application in response to the solicitation may require inclusion of information related to a tribal authorizing resolution. A tribe, tribal organization, or third party that proposes to provide direct services or assistance to residents on tribal lands should include in its application a resolution, letter, affidavit, or other documentation, as appropriate, that demonstrates (as a legal matter) that the applicant has the requisite authorization from the tribe(s) to implement the proposed project on tribal lands. In those instances when an organization or consortium of tribes applies for an award on behalf of a tribe or multiple specific tribes, the application should include appropriate legal documentation, as described above, from all tribes that would receive services or assistance under the award. A consortium of tribes for which existing consortium bylaws allow action without support from all tribes in the consortium (i.e., without an authorizing resolution or comparable legal documentation from each tribal governing body) may submit, instead, a copy of its consortium bylaws with the application.

An applicant unable to submit an application that includes a fully executed (i.e., signed) copy of legal appropriate documentation, as described above, consistent with the applicable tribe's governance structure, should submit an unsigned, draft version of such legal documentation as part of its application (except for cases in which, with respect to a tribal consortium applicant, consortium bylaws allow action without the support of all consortium member tribes). If selected for funding, OJP will make use of and access to award funds contingent on receipt of the fully executed legal documentation.

**7. Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high-risk status)**

Every OJP applicant (other than an individual applying in his or her personal capacity) is required to download, complete, and submit the OJP Financial Management and System of Internal Controls Questionnaire (Questionnaire) at https://ojp.gov/funding/Apply/Resources/FinancialCapability.pdf as part of its application. See the OJP Grant Application Resource Guide for additional information and submission instructions for this Questionnaire.

**8. Disclosure of Lobbying Activities**

Each applicant must complete and submit this information. See the OJP Grant Application Resource Guide for additional information and submission instructions for this disclosure.

**9. Certifications and Assurances by the Chief Executive of the Applicant Government**

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and the unit of local government submits, the "Certifications and Assurances by the Chief Executive of the Applicant Government" attached to this solicitation as Appendix A.

Please note that this certification takes the place of the review narrative attachment and contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied. More specifically, this certification documents that the JAG application was made available for review by the governing body of the unit of local government, or by an organization designated by that governing body, for a period that was not fewer than 30 days before the application was submitted to BJA and that that an opportunity to comment on this application was provided to citizens prior to the application submission to the extent applicable law or established procedures make such opportunity available.

OJP will not deny an application for an FY 2019 award for failure to submit these "Certifications and Assurances by the Chief Executive of the Applicant Government" by the application deadline, but a unit of local government will not be able to access award funds (its award will include a condition that withholds funds) until it submits these certifications and assurances, properly-executed by the chief executive of the unit of local government (e.g., the mayor).

**10. Applicant Disclosure of Pending Applications**

Each applicant is to disclose whether it has (or is proposed as a subrecipient under) any pending applications for federally funded grants or cooperative agreements that (1) include requests for funding to support the same project being proposed in the application under this solicitation, and (2) would cover any identical cost items outlined in the budget submitted to OJP as part of the application under this solicitation. For additional information on the submission requirements for this disclosure, see the OJP Grant Application Resource Guide.

**11. Applicant Disclosure and Justification – DOJ High Risk Grantees[2](if applicable)**

An applicant that is designated as a DOJ High Risk Grantee is to submit in GMS, as a separate attachment to its application, information that OJP will use, among other pertinent information, to determine whether it will consider or select the application for an award under this solicitation. The file should be named "DOJ High Risk Grantee Applicant Disclosure and Justification." (See, also, "Review Process," below, under Section E. Application Review Information, for a brief discussion of how such information may considered in the application review process.) See the OJP Grant Application Resource Guide for additional information and submission instructions for this disclosure.

**12. Research and Evaluation Independence and Integrity**

If an application proposes research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. For additional information regarding demonstrating research/evaluation independence and integrity, including appropriate safeguards, see the OJP Grant Application Resource Guide.

**13. Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)**

Each applicant must provide responses to the following questions as an attachment to the application:

[2] A "DOJ High Risk Grantee" is a recipient that has received a DOJ High-Risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, or noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible.

(1) Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?
(2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?
(3) If yes to either:
- Please provide a copy of each law or policy.
- Please describe each practice.
- Please explain how the law, policy, or practice complies with 8 U.S.C. § 1373.

See Appendix C for a template that applicants may use to prepare this attachment.

**How to Apply**
An applicant must submit its application through the Grants Management System (GMS), which provides support for the application, award, and management of awards at OJP. Find information, registration and submission steps on how to apply in GMS in response to this solicitation under **How to Apply (GMS)** in the OJP Grant Application Resource Guide.

## E. Application Review Information

**Review Process**
OJP is committed to ensuring a fair and open process for making awards. BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with the solicitation. See the OJP Grant Application Resource Guide for information on the application review process for this solicitation.

In addition, if OJP anticipates that an award will exceed $250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

**Important note on FAPIIS:** An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

## F. Federal Award Administration Information

**Federal Award Notices**
See the OJP Grant Application Resource Guide for information on award notifications and instructions.

**Administrative, National Policy, and Other Legal Requirements**
OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application. See the OJP Grant Application Resource Guide for additional information on administrative, national policy, and other legal requirements.

**Information Technology (IT) Security Clauses**
An application in response to this solicitation may require inclusion of information related to information technology security. See the OJP Grant Application Resource Guide for information on information technology security.

**Statutory and Regulatory Requirements; Award Conditions**
If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with award conditions, as well as all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed at the time of award acceptance).

OJP strongly encourages prospective applicants to review information on post-award legal requirements generally applicable to FY 2019 OJP awards and common OJP award conditions **prior** to submitting an application.

Individual FY 2019 awards made pursuant to this solicitation will, as appropriate and to the extent consistent with law, include conditions that will require the recipient (and any subrecipient) that accepts the award to do various things, with respect to the "program or activity" that would receive federal financial assistance thereunder. **Although the specific terms of each of those conditions are what will govern the awards**, included among such conditions will be some that, **generally speaking**, will require the recipient (and any subrecipient) that accepts the award to do some or all of the following:

- Not to violate 8 U.S.C. § 1373 (prohibiting restrictions on—
  (1) communication to/from the Department of Homeland Security (DHS) of information regarding the citizenship or immigration status of any individual; and
  (2) maintaining, or exchanging with any government entity, information regarding the immigration status of any individual).

- Not to violate 8 U.S.C. § 1644 (prohibiting restrictions on communication to/from DHS of information regarding the immigration status of an alien).

- Not to publicly disclose federal law enforcement information in an attempt to conceal, harbor, or shield certain individuals from detection, including in violation of 18 U.S.C. §§ 1071 or 1072, or 8 U.S.C. § 1324(a).

- Not to impede the exercise of the authority of the federal government under 8 U.S.C. § 1266(a) & (c) (authorizing arrest and detention of certain aliens and providing that the federal government "shall take into custody" certain criminal aliens "when the alien is released") and 8 U.S.C. § 1231(a)(4) (relating to removal from the United States of aliens after detention/confinement at the federal, state, and local level), specifically by requiring such recipients to provide (where feasible) at least 48 hours' advance notice to DHS regarding the scheduled release date and time of an alien in the recipient's custody when DHS requests such notice in order to take custody of the alien pursuant to the Immigration and Nationality Act.

- Not to impede the exercise by DHS agents, "anywhere in or outside the United States" (8 C.F.R. § 287.5(a)(1)), of their authority under 8 U.S.C. § 1357(a)(1) to "interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," specifically by requiring such recipients to permit DHS agents to have access to any

correctional facility in order to meet with an alien (or an individual believed to be an alien) and inquire as to his right to be or remain in the United States.

The reasonable costs (to the extent not reimbursed under any other federal program) of complying with these conditions, including honoring any duly authorized request from DHS that is encompassed by these conditions, will be allowable costs under the award.

**General Information about Post-federal Award Reporting Requirements**
In addition to the deliverables described in Section A. Program Description, any recipient of an award under this solicitation will be required to submit the following reports and data.

Required reports. Recipients typically must submit quarterly financial status reports, semi-annual progress reports, final financial and progress reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

See the OJP Grant Application Resource Guide for additional information on specific post-award reporting requirements, including performance measures data.

Accountability metrics data must be submitted through BJA's Performance Measurement Tool (PMT), available at https://bjapmt.ojp.gov. The accountability measures are available at: https://bjapmt.ojp.gov/help/jagdocs.html. (Note that if a law enforcement agency receives JAG funds from a state, the state must submit quarterly accountability metrics data related to training that officers have received on use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.)

OJP may restrict access to award funds if a recipient of an OJP award fails to report required performance measure data in a timely manner.

## G. Federal Awarding Agency Contact(s)

For OJP contact(s), see the title page of this solicitation.

For contact information for GMS, see the title page.

## H. Other Information

**Freedom of Information and Privacy Act (5 U.S.C. § 552 and 5 U.S.C. § 552a)**
All applications submitted to OJP (including all attachments to applications) are subject to the federal Freedom of Information Act (FOIA) and to the Privacy Act. See the OJP Grant Application Resource Guide for information on DOJ and OJP processes with regard to application information requested pursuant to FOIA.

**Provide Feedback to OJP**
To assist OJP in improving its application and award processes, OJP encourages applicants to provide feedback on this solicitation, the application submission process, and/or the application review process. See the OJP Grant Application Resource Guide for information on providing solicitation feedback to OJP.

## Appendix A

### Certifications and Assurances by the Chief Executive of the Applicant Government

**Template for use by the chief executive of the applicant unit of local government.**

Visit https://www.bja.gov/Funding/FY2019LocalJAGCEOCertification.pdf to download the most up-to-date version.

**Note:** By law, for purposes of the JAG Program, the term “states” includes the District of Columbia, the Commonwealth of Puerto Rico, the Northern Mariana Islands, the U.S. Virgin Islands, Guam, and American Samoa.

**U.S. DEPARTMENT OF JUSTICE**
**OFFICE OF JUSTICE PROGRAMS**

## Edward Byrne Justice Assistance Grant Program FY 2019 Local Solicitation

### Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2019 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.

2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (*e.g.*, city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.

4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.

5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.

6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

| | |
|---|---|
| Signature of Chief Executive of the Applicant Unit of Local Government | Date of Certification |
| Printed Name of Chief Executive | Title of Chief Executive |
| Name of Applicant Unit of Local Government | |

Rev. March 6, 2019

## Appendix B

## Certain relevant federal laws, as in effect on April 8, 2019

### 8 U.S.C. § 1373

**Communication between government agencies and the Immigration and Naturalization Service**

**(a) In general**

Notwithstanding any other provision of Federal, State, or local law, a Federal, State, or local government entity or official may not prohibit, or in any way restrict, any government entity or official from sending to, or receiving from, the Immigration and Naturalization Service information regarding the citizenship or immigration status, lawful or unlawful, of any individual.

**(b) Additional authority of government entities**

Notwithstanding any other provision of Federal, State, or local law, no person or agency may prohibit, or in any way restrict, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status, lawful or unlawful, of any individual:

**(1)** Sending such information to, or requesting or receiving such information from, the Immigration and Naturalization Service.

**(2)** Maintaining such information.

**(3)** Exchanging such information with any other Federal, State, or local government entity.

**(c) Obligation to respond to inquiries**

The Immigration and Naturalization Service shall respond to an inquiry by a Federal, State, or local government agency, seeking to verify or ascertain the citizenship or immigration status of any individual within the jurisdiction of the agency for any purpose authorized by law, by providing the requested verification or status information.

### 8 U.S.C. § 1644

**Communication between State and local government agencies and Immigration and Naturalization Service**

Notwithstanding any other provision of Federal, State, or local law, no State or local government entity may be prohibited, or in any way restricted, from sending to or receiving from the Immigration and Naturalization Service information regarding the immigration status, lawful or unlawful, of an alien in the United States.

### 8 U.S.C. § 1226(a) & (c)

**Apprehension and detention of aliens**

(a) Arrest, detention, and release

On a warrant issued by the Attorney General, an alien may be arrested and detained pending a decision on whether the alien is to be removed from the United States. Except as provided in subsection (c) and pending such decision, the Attorney General--

(1) may continue to detain the arrested alien; and
(2) may release the alien on--
(A) bond of at least $1,500 with security approved by, and containing conditions prescribed by, the Attorney General; or
(B) conditional parole; but
(3) may not provide the alien with work authorization (including an "employment authorized" endorsement or other appropriate work permit), unless the alien is lawfully admitted for permanent residence or otherwise would (without regard to removal proceedings) be provided such authorization.

***

(c) Detention of criminal aliens
(1) Custody
The Attorney General shall take into custody any alien who--
(A) is inadmissible by reason of having committed any offense covered in section 1182(a)(2) of this title,
(B) is deportable by reason of having committed any offense covered in section 1227(a)(2)(A)(ii), (A)(iii), (B), (C), or (D) of this title,
(C) is deportable under section 1227(a)(2)(A)(i) of this title on the basis of an offense for which the alien has been sentence1 to a term of imprisonment of at least 1 year, or
(D) is inadmissible under section 1182(a)(3)(B) of this title or deportable under section 1227(a)(4)(B) of this title,

when the alien is released, without regard to whether the alien is released on parole, supervised release, or probation, and without regard to whether the alien may be arrested or imprisoned again for the same offense.

(2) Release
The Attorney General may release an alien described in paragraph (1) only if the Attorney General decides pursuant to section 3521 of Title 18 that release of the alien from custody is necessary to provide protection to a witness, a potential witness, a person cooperating with an investigation into major criminal activity, or an immediate family member or close associate of a witness, potential witness, or person cooperating with such an investigation, and the alien satisfies the Attorney General that the alien will not pose a danger to the safety of other persons or of property and is likely to appear for any scheduled proceeding. A decision relating to such release shall take place in accordance with a procedure that considers the severity of the offense committed by the alien.

**8 U.S.C. § 1231(a)(4)**

(a) Detention, release, and removal of aliens ordered removed
*******

**4) Aliens imprisoned, arrested, or on parole, supervised release, or probation**

**(A) In general**
Except as provided in section 259(a) of title 42 and paragraph (2), the Attorney General may not remove an alien who is sentenced to imprisonment until the alien is released from imprisonment. Parole, supervised release, probation, or possibility of arrest or further imprisonment is not a reason to defer removal.

**(B) Exception for removal of nonviolent offenders prior to completion of sentence of imprisonment**

The Attorney General is authorized to remove an alien in accordance with applicable procedures under this chapter before the alien has completed a sentence of imprisonment-

i. in the case of an alien in the custody of the Attorney General, if the Attorney General determines that (I) the alien is confined pursuant to a final conviction for a nonviolent offense (other than an offense related to smuggling or harboring of aliens or an offense described in section 1101(a)(43)(B), (C), (E), (I), or (L) of this title and (II) the removal of the alien is appropriate and in the best interest of the United States; or

ii. in the case of an alien in the custody of a State (or a political subdivision of a State), if the chief State official exercising authority with respect to the incarceration of the alien determines that (I) the alien is confined pursuant to a final conviction for a nonviolent offense (other than an offense described in section 1101(a)(43)(C) or (E) of this title), (II) the removal is appropriate and in the best interest of the State, and (III) submits a written request to the Attorney General that such alien be so removed.

**(C) Notice**

Any alien removed pursuant to this paragraph shall be notified of the penalties under the laws of the United States relating to the reentry of deported aliens, particularly the expanded penalties for aliens removed under subparagraph (B).

**(D) No private right**

No cause or claim may be asserted under this paragraph against any official of the United States or of any State to compel the release, removal, or consideration for release or removal of any alien.

**8 U.S.C. § 1324(a)**

**Bringing in and harboring certain aliens**

(a) Criminal penalties

(1)(A) Any person who—

i. knowing that a person is an alien, brings to or attempts to bring to the United States in any manner whatsoever such person at a place other than a designated port of entry or place other than as designated by the Commissioner, regardless of whether such alien has received prior official authorization to come to, enter, or reside in the United States and regardless of any future official action which may be taken with respect to such alien;

ii. knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law, transports, or moves or attempts to transport or move such alien within the United States by means of transportation or otherwise, in furtherance of such violation of law;

iii. knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law, conceals, harbors, or shields from detection, or attempts to conceal, harbor, or shield from detection, such alien in any place, including any building or any means of transportation;

iv. encourages or induces an alien to come to, enter, or reside in the United States, knowing or in reckless disregard of the fact that such coming to, entry, or residence is or will be in violation of law; or

v. (v)(I) engages in any conspiracy to commit any of the preceding acts, or

vi. (II) aids or abets the commission of any of the preceding acts, shall be punished as provided in subparagraph (B).

(B) A person who violates subparagraph (A) shall, for each alien in respect to whom such a violation occurs—

I. in the case of a violation of subparagraph (A)(i) or (v)(I) or in the case of a violation of subparagraph (A)(ii), (iii), or (iv) in which the offense was done for the purpose of commercial advantage or private financial gain, be fined under title 18, imprisoned not more than 10 years, or both;

II. in the case of a violation of subparagraph (A)(ii), (iii), (iv), or (v)(II), be fined under title 18, imprisoned not more than 5 years, or both;

III. in the case of a violation of subparagraph (A)(i), (ii), (iii), (iv), or (v) during and in relation to which the person causes serious bodily injury (as defined in section 1365 of title 18) to, or places in jeopardy the life of, any person, be fined under title 18, imprisoned not more than 20 years, or both; and

IV. in the case of a violation of subparagraph (A)(i), (ii), (iii), (iv), or (v) resulting in the death of any person, be punished by death or imprisoned for any term of years or for life, fined under title 18, or both.

(C) It is not a violation of clauses (ii) or (iii) of subparagraph (A), or of clause (iv) of subparagraph (A) except where a person encourages or induces an alien to come to or enter the United States, for a religious denomination having a bona fide nonprofit, religious organization in the United States, or the agents or officers of such denomination or organization, to encourage, invite, call, allow, or enable an alien who is present in the United States to perform the vocation of a minister or missionary for the denomination or organization in the United States as a volunteer who is not compensated as an employee, notwithstanding the provision of room, board, travel, medical assistance, and other basic living expenses, provided the minister or missionary has been a member of the denomination for at least one year.

(2) Any person who, knowing or in reckless disregard of the fact that an alien has not received prior official authorization to come to, enter, or reside in the United States, brings to or attempts to bring to the United States in any manner whatsoever, such alien, regardless of any official action which may later be taken with respect to such alien shall, for each alien in respect to whom a violation of this paragraph occurs-

(A) be fined in accordance with title 18 or imprisoned not more than one year, or both; or

(B) in the case of-

(i) an offense committed with the intent or with reason to believe that the alien unlawfully brought into the United States will commit an offense against the United States or any State punishable by imprisonment for more than 1 year,

(ii) an offense done for the purpose of commercial advantage or private financial gain, or

(iii) an offense in which the alien is not upon arrival immediately brought and presented to an appropriate immigration officer at a designated port of entry,

be fined under title 18 and shall be imprisoned, in the case of a first or second violation of subparagraph (B)(iii), not more than 10 years, in the case of a first or second violation of

subparagraph (B)(i) or (B)(ii), not less than 3 nor more than 10 years, and for any other violation, not less than 5 nor more than 15 years.

(3)(A) Any person who, during any 12-month period, knowingly hires for employment at least 10 individuals with actual knowledge that the individuals are aliens described in subparagraph (B) shall be fined under title 18 or imprisoned for not more than 5 years, or both.

(B) An alien described in this subparagraph is an alien who-

(i) is an unauthorized alien (as defined in section 1324a(h)(3) of this title), and

(ii) has been brought into the United States in violation of this subsection.

(4) In the case of a person who has brought aliens into the United States in violation of this subsection, the sentence otherwise provided for may be increased by up to 10 years if-

(A) the offense was part of an ongoing commercial organization or enterprise;

(B) aliens were transported in groups of 10 or more; and

(C)(i) aliens were transported in a manner that endangered their lives; or

(ii) the aliens presented a life-threatening health risk to people in the United States.

**8 U.S.C. § 1357(a)**

**Powers of immigration officers and employees**

(a) Any officer or employee of the Service authorized under regulations prescribed by the Attorney General shall have power without warrant—

**(1)** to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States;

**(2)** to arrest any alien who in his presence or view is entering or attempting to enter the United States in violation of any law or regulation made in pursuance of law regulating the admission, exclusion, expulsion, or removal of aliens, or to arrest any alien in the United States, if he has reason to believe that the alien so arrested is in the United States in violation of any such law or regulation and is likely to escape before a warrant can be obtained for his arrest, but the alien arrested shall be taken without unnecessary delay for examination before an officer of the Service having authority to examine aliens as to their right to enter or remain in the United States;

**(3)** within a reasonable distance from any external boundary of the United States, to board and search for aliens any vessel within the territorial waters of the United States and any railway car, aircraft, conveyance, or vehicle, and within a distance of twenty-five miles from any such external boundary to have access to private lands, but not dwellings, for the purpose of patrolling the border to prevent the illegal entry of aliens into the United States;

**(4)** to make arrests for felonies which have been committed and which are cognizable under any law of the United States regulating the admission, exclusion, expulsion, or removal of aliens, if he has reason to believe that the person so arrested is guilty of such felony and if there is likelihood of the person escaping before a warrant can be obtained for his arrest, but the person arrested shall be taken without unnecessary delay before the nearest available officer empowered to commit persons charged with offenses against the laws of the United States; and

**(5)** to make arrests-

**(6)** for any offense against the United States, if the offense is committed in the officer's or employee's presence, or

**(7)** for any felony cognizable under the laws of the United States, if the officer or employee has reasonable grounds to believe that the person to be arrested has committed or is committing such a felony,

**(8)** if the officer or employee is performing duties relating to the enforcement of the immigration laws at the time of the arrest and if there is a likelihood of the person escaping before a warrant can be obtained for his arrest.

Under regulations prescribed by the Attorney General, an officer or employee of the Service may carry a firearm and may execute and serve any order, warrant, subpoena, summons, or other process issued under the authority of the United States. The authority to make arrests under paragraph (5)(B) shall only be effective on and after the date on which the Attorney General publishes final regulations which (i) prescribe the categories of officers and employees of the Service who may use force (including deadly force) and the circumstances under which such force may be used, (ii) establish standards with respect to enforcement activities of the Service, (iii) require that any officer or employee of the Service is not authorized to make arrests under paragraph (5)(B) unless the officer or employee has received certification as having completed a training program which covers such arrests and standards described in clause (ii), and (iv) establish an expedited, internal review process for violations of such standards, which process is consistent with standard agency procedure regarding confidentiality of matters related to internal investigations.

**8 U.S.C. § 1366(1) & (3)**

**Annual report on criminal aliens**

Not later than 12 months after September 30, 1996, and annually thereafter, the Attorney General shall submit to the Committees on the Judiciary of the House of Representatives and of the Senate a report detailing—

(1) the number of illegal aliens incarcerated in Federal and State prisons for having committed felonies, stating the number incarcerated for each type of offense;

***

(3) programs and plans underway in the Department of Justice to ensure the prompt removal from the United States of criminal aliens subject to removal;

***.

## Appendix C

**Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)**

Each applicant must provide responses to the following questions as an attachment to the application:

(1) Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?

(2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?

(3) If yes to either:
- Please provide a copy of each law or policy;
- Please describe each practice; and
- Please explain how the law, policy, or practice complies with section 1373.

Note: Responses to these questions must be provided by the applicant to BJA as part of the JAG application. Further, the requirement to provide this information applies to all tiers of JAG funding, for all subawards made to state or local government entities, including public institutions of higher education. All subrecipient responses must be collected and maintained by the direct recipient of JAG funding and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

## Appendix D

**Additional purposes for which JAG funds awarded to a unit of local government under this FY 2019 solicitation may be used:**

**(a)** To enforce state and local laws that establish offenses similar to offenses established in 21 U.S.C. § 801 et seq., to improve the functioning of the **criminal justice** system, with emphasis on violent crime and serious offenders, by means including providing additional personnel, equipment, training, technical assistance, and information systems for the more widespread apprehension, prosecution, adjudication, detention, and rehabilitation of persons who violate these laws, and to assist the victims of such crimes (other than compensation), including—

(1) demand-reduction education programs in which law enforcement officers participate;

(2) multi-jurisdictional task-force programs that integrate federal, state, and local drug-law-enforcement agencies and prosecutors for the purpose of enhancing inter-agency co-ordination and intelligence, and facilitating multi-jurisdictional investigations;

(3) programs designed to target the domestic sources of controlled and illegal substances, such as precursor chemicals, diverted pharmaceuticals, clandestine laboratories, and cannabis cultivations;

(4) providing community and neighborhood programs that assist citizens in preventing and controlling crime, including special programs that address the problems of crimes committed against the elderly and special programs for rural jurisdictions;

(5) disrupting illicit commerce in stolen goods and property;

(6) improving the investigation and prosecution of white-collar crime, organized crime, public-corruption crimes, and fraud against the government, with priority attention to cases involving drug-related official corruption;

(7)(A) improving the operational effectiveness of law enforcement through the use of crime-analysis techniques, street-sales enforcement, schoolyard-violator programs, and gang-related and low-income-housing drug-control programs; and

(B) developing and implementing anti-terrorism plans for deep-draft ports, international airports, and other important facilities;

(8) career-criminal prosecution programs, including the development of proposed model drug-control legislation;

(9) financial investigative programs that target the identification of money-laundering operations and assets obtained through illegal drug trafficking, including the development of proposed model legislation, financial investigative training, and financial information-sharing systems;

(10) improving the operational effectiveness of the court process, by expanding prosecutorial, defender, and judicial resources, and implementing court-delay-reduction programs;'

(11) programs designed to provide additional public correctional resources and improve the corrections system, including treatment in prisons and jails, intensive-supervision programs, and long-range corrections and sentencing strategies;

(12) providing prison-industry projects designed to place inmates in a realistic working and training environment that will enable them to acquire

marketable skills and to make financial payments for restitution to their victims, for support of their own families, and for support of themselves in the institution;

(13) providing programs that identify and meet the treatment needs of adult and juvenile drug-dependent and alcohol-dependent offenders;

(14) developing and implementing programs that provide assistance to jurors and witnesses, and assistance (other than compensation) to victims of crimes;

(15)(A) developing programs to improve drug-control technology, such as pretrial drug-testing programs, programs that provide for the identification, assessment, referral to treatment, case-management and monitoring of drug-dependent offenders, and enhancement of state and local forensic laboratories; and

(B) developing programs to improve **criminal justice** information systems (including automated fingerprint identification systems) to assist law enforcement, prosecution, courts, and corrections organizations;

(16) innovative programs that demonstrate new and different approaches to enforcement, prosecution, and adjudication of drug offenses and other serious crimes;

(17) addressing the problems of drug trafficking and the illegal manufacture of controlled substances in public housing;

(18) improving the criminal and juvenile justice system's response to domestic and family violence, including spouse abuse, child abuse, and abuse of the elderly;

(19) drug-control evaluation programs that the state and units of local government may utilize to evaluate programs and projects directed at state drug-control activities;

(20) providing alternatives to prevent detention, jail, and prison for persons who pose no danger to the community;

(21) programs of which the primary goal is to strengthen urban enforcement and prosecution efforts targeted at street drug sales;

(22) programs for the prosecution of driving while intoxicated charges and the enforcement of other laws relating to alcohol use and the operation of motor vehicles;

(23) programs that address the need for effective bindover systems for the prosecution of violent 16- and 17-year-old juveniles, in courts with jurisdiction over adults, for the crimes of—

(A) murder in the first degree;
(B) murder in the second degree;
(C) attempted murder;
(D) armed robbery when armed with a firearm;
(E) aggravated battery or assault when armed with a firearm;
(F) criminal sexual penetration when armed with a firearm; and
(G) drive-by shootings as described 18 U.S.C. § 36;

(24) law-enforcement and prevention programs relating to gangs or to youth who are involved or at risk of involvement in gangs;

(25) developing or improving, in a forensic laboratory, a capability to analyze DNA for identification purposes; and

(26) developing and implementing anti-terrorism training programs and procuring equipment for use by local law-enforcement authorities; and

**(b)** To reduce crime and improve public safety, including but not limited to, the following:

(1)(A) hiring, training, and employing on a continuing basis new, additional law enforcement officers and necessary support personnel;

(B) paying overtime to presently-employed law enforcement officers and necessary support personnel for the purpose of increasing the number of hours worked by such personnel; and

(C) procuring equipment, technology, and other material directly related to basic law-enforcement functions;

(2) enhancing security measures—

(A) in and around schools; and

(B) in and around any other facility or location that is considered by the unit of local government to have a special risk for incidents of crime;

(3) establishing crime-prevention programs that may, though not exclusively, involve law-enforcement officials and that are intended to discourage, disrupt, or interfere with the commission of criminal activity, including neighborhood-watch and citizen-patrol programs, sexual-assault and domestic-violence programs, and programs intended to prevent juvenile crime;

(4) establishing or supporting drug courts;

(5) establishing early-intervention and -prevention programs for juveniles, in order to reduce or eliminate crime;

(6) enhancing the adjudication process of cases involving violent offenders, including violent juvenile offenders;

(7) enhancing programs under **(a)**, above;

(8) establishing co-operative task forces between adjoining units of local government to work co-operatively to prevent and combat criminal activity, particularly criminal activity that is exacerbated by drug- or gang-related involvement; and

(9) establishing a multi-jurisdictional task force, particularly in rural areas, composed of law-enforcement officials representing units of local government, that works with Federal law-enforcement officials to prevent and control crime.

**Appendix E**
**Application Checklist**

## Edward Byrne Memorial Justice Assistance Grant (JAG) Program:

## FY 2019 Local Solicitation

This application checklist has been created as an aid in developing an application.

**What an Applicant Should Do:**

*Prior to Registering in GMS:*
_____ Acquire a DUNS Number (see the OJP Grant Application Resource Guide)
_____ Acquire or renew registration with SAM (see the OJP Grant Application Resource Guide)

*To Register with GMS*:
_____ For new users, acquire a GMS username and password*
(see the OJP Grant Application Resource Guide)
_____ For existing users, check GMS username and password* to ensure account access
(see the OJP Grant Application Resource Guide)
_____ Verify SAM registration in GMS (see the OJP Grant Application Resource Guide)
_____ Search for correct funding opportunity in GMS
(see the OJP Grant Application Resource Guide)
_____ Select correct funding opportunity in GMS (see the OJP Grant Application Resource Guide)
_____ Register by selecting the "Apply Online" button associated with the funding opportunity title
(see the OJP Grant Application Resource Guide)
_____ Read OJP policy and guidance on conference approval, planning, and reporting available at ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm
(see the OJP Grant Application Resource Guide)
_____ If experiencing technical difficulties in GMS, contact the NCJRS Response Center
(see page 2)

*Password Reset Notice – GMS users are reminded that while password reset capabilities exist, this function is only associated with points of contact designated within GMS at the time the account was established. Neither OJP nor the GMS Help Desk will initiate a password reset unless requested by the authorized official or a designated point of contact associated with an award or application.

**Overview of Post-Award Legal Requirements:**

_____ Review the "Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2019 Awards" in the OJP Funding Resource Center at https://ojp.gov/funding/index.htm.

**Scope Requirement:**

_____ The federal amount requested is within the allowable limit(s) of the FY 2019 JAG Allocations List as listed on BJA's JAG web page.

**Eligibility Requirement:** Only units of local government may apply under this solicitation. By law, for purposes of the JAG Program, the term "units of local government" includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision ofa state; or, it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes.

**What an Application Should Include:**

_____ Application for Federal Assistance (SF-424) (see page 17)
_____ Intergovernmental Review (see page 17)
_____ Project Identifiers (see page 18)
_____ Program Narrative (see page 18)
_____ Budget and Associated Documentation (see page 19)
_____ Indirect Cost Rate Agreement (if applicable) (see page 19)
_____ Tribal Authorizing Resolution (if applicable) (see page 20)
_____ Financial Management and System of Internal Controls Questionnaire (see page 20)
_____ Disclosure of Lobbying Activities (SF-LLL) (if applicable) (see page 20)
_____ Certifications and Assurances by Chief Executive (see Appendix A)
_____ Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE) (see Appendix C)
_____ OJP Certified Standard Assurances (see page 20)
_____ Applicant Disclosure of Pending Applications (see page 21)
_____ Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable) (see page 21)
_____ Research and Evaluation Independence and Integrity (if applicable) (see page 21)

**U.S. DEPARTMENT OF JUSTICE**
**OFFICE OF JUSTICE PROGRAMS**

## Edward Byrne Justice Assistance Grant Program FY 2019 Local Solicitation

### Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2019 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.

2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (*e.g.*, city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.

4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.

5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.

6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

| Signature of Chief Executive of the Applicant Unit of Local Government | Date of Certification |
|---|---|
| Lumon J. May | Chairman |
| Printed Name of Chief Executive | Title of Chief Executive |

Escambia County Florida
Name of Applicant Unit of Local Government

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

**BY:_____**
**DEPUTY CLERK**

Rev. March 6, 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-16858** **Clerk & Comptroller's Report 14. 1.**
**BCC Regular Meeting** **Consent**
**Meeting Date:** 10/03/2019
**Issue:** August 2019 Investment Report
**From:** Pam Childers, Clerk of the Circuit Court & Comptroller
**Organization:** Clerk & Comptroller's Office

## Recommendation:

Recommendation Concerning Acceptance of the August 31, 2019, Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended August 31, 2019, as required by Ordinance Number 95-13; on August 31, 2019, the portfolio market value was $345,933,653 and portfolio earnings totaled $930,540 for the month. The short term portfolio achieved a yield of 2.18%. The long-term CORE portfolio achieved a yield of 1.68%.

## Attachments

August 2019 Investment Report

# INVESTMENT PORTFOLIO SUMMARY REPORT

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

**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**
**August 31, 2019**

## INVESTMENT PORTFOLIO COMPOSITION

| | Market Value | |
|---|---|---|
| SUMMARY OF INVESTMENT ALLOCATION | July 31, 2019 | August 31, 2019 |
| Bank Accounts | $21,601,922 | $51,196,114 |
| Local Government Investment Pools[1] | $74,047,755 | $79,199,228 |
| Local Government Investment Pools[2] | $73,091,584 | $48,591,860 |
| Certificates of Deposit | $76,141,698 | $76,844,369 |
| Money Market Mutual Fund | $702,059 | $428,702 |
| U.S. Treasury Bond/Notes | $51,448,994 | $60,197,980 |
| Federal Agency Bond/Note | $15,429,898 | $8,623,793 |
| Municipal Bonds | $2,858,958 | $2,859,365 |
| Corporate Notes | $18,870,591 | $17,992,242 |
| Total Portfolio Assets: | **$334,193,458** | **$345,933,653** |
| **Current Month Earnings:** | **$401,507** | **$930,540** |
| **Fiscal Year to Date Earnings:** | **$6,691,280** | **$7,621,820** |

*[1] FL PRIME, FLCLASS, FL-FIT*
*[2] FL TRUST*

## SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

| SHORT TERM PORTFOLIO: | July 31, 2019 | August 31, 2019 |
|---|---|---|
| **Market Value** | **$244,882,959** | **$255,831,571** |
| **Short Term Portfolio Yield:[3]** | **2.25%** | **2.18%** |
| Benchmark: S&P GIP Index 30 Day Gross of Fees Yield: | 2.41% | 2.23% |
| **Fiscal YTD Earnings:** | **$5,537,474** | **$6,340,273** |

| LONG TERM CORE PORTFOLIO: | July 31, 2019 | August 31, 2019 |
|---|---|---|
| **Market Value** | **$89,310,499** | **$90,102,082** |
| **CORE Portfolio Yield to Maturity at Market:** | **2.02%** | **1.68%** |
| Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index: | 1.94% | 1.57% |
| **CORE Portfolio Total Return:** | **-0.03%** | **0.79%** |
| Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index: | -0.12% | 0.81% |
| **Effective Duration (Years)** | **1.59** | **1.76** |
| Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index: | | 1.78 |
| **Fiscal YTD Earnings:** | **$1,153,806** | **$1,281,547** |

*[3] Short Term Yield calculated without BoA Operating Accounts (ECR) JUL 19*

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

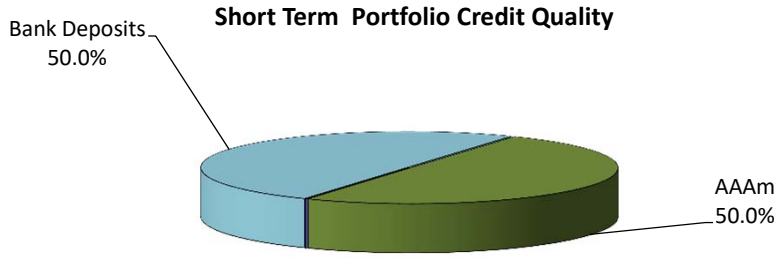
## SHORT TERM INVESTMENT PORTFOLIO:

**PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:**

| Investment Type | Market Value | Percent Allocation |
|---|---|---|
| Bank of America Checking Account | $ 51,196,114 | 20.0% |
| Certificates of Deposit | 76,844,369 | 30.0% |
| Local Government Investment Pools* | 79,199,228 | 31.0% |
| Local Government Investment Pools** | 48,591,860 | 19.0% |
| Total Short Term Portfolio Assets: | **$ 255,831,571** | 100.0% |

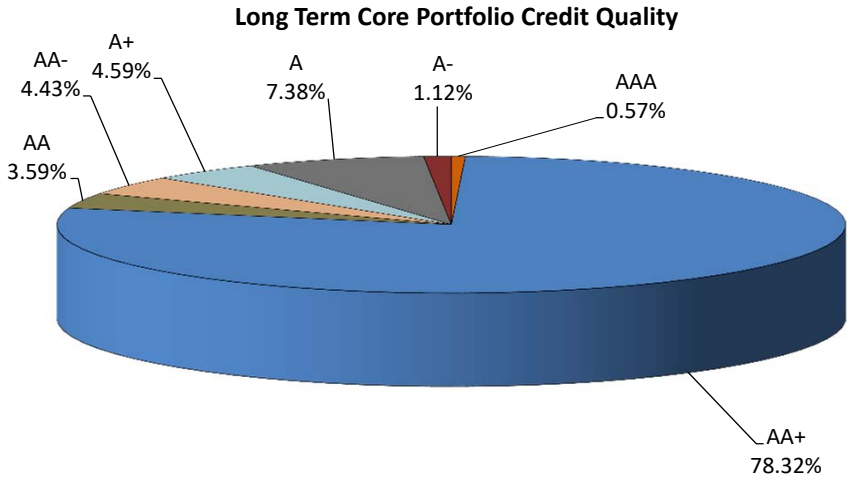
**FL PRIME, FLCLASS, FL-FIT*

***FL TRUST*




## LONG TERM INVESTMENT PORTFOLIO:

| Investment Type | Market Value | Percent Allocation |
|---|---|---|
| U.S. Treasury Bond / Note | $ 60,197,980 | 66.8% |
| Federal Agency Bond / Note | 8,623,793 | 9.6% |
| Municipal Obligations | 2,859,365 | 3.2% |
| Corporate Note | 17,992,242 | 20.0% |
| Money Market Mutual Fund - Federated Government | 428,702 | 0.5% |
| Total Long Term Core Portfolio Assets: | **$ 90,102,082** | **100.0%** |



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

| Security Type | Market Value | Percent Allocation | Permitted by Policy | In Compliance |
|---|---|---|---|---|
| United States Treasury Securities | 60,197,980 | 17.4% | 100% | Yes |
| Federal Instrumentalities | 8,623,793 | 2.5% | 50% | Yes |
| Local Government Investment Pools | 127,791,088 | 36.9% | 75% | Yes |
| Certificates of Deposit | 76,844,369 | 22.2% | 50% | Yes |
| Corporate Notes | 17,992,242 | 5.2% | 25% | Yes |
| State and/or Local Government Debt | 2,859,365 | 0.8% | 25% | Yes |
| Bank Accounts - Bank of America | 51,196,114 | 14.80% | 100% | Yes |
| Money Market Mutual Fund | 428,702 | 0.1% | 50% | Yes |
| **Total Investment Holdings** | **345,933,653** | **100.0%** | | |

| Individual Issuer Breakdown | Market Value | Percent Allocation | Permitted by Policy | In Compliance |
|---|---|---|---|---|
| American Honda Finance | 419,768 | 0.1% | 5% | Yes |
| Apple Inc. Corporate Notes | 1,013,491 | 0.3% | 5% | Yes |
| BBVA | 25,786,652 | 7.5% | 15% | Yes |
| Centennial Bank | 20,331,626 | 5.9% | 15% | Yes |
| Caterpillar INC | 749,970 | 0.2% | 5% | Yes |
| Cisco Systems Inc. | 2,031,226 | 0.6% | 5% | Yes |
| City of New York | 1,699,881 | 0.5% | 5% | Yes |
| Coca-Cola Company | 328,850 | 0.1% | 5% | Yes |
| Deere & Company | 1,207,359 | 0.3% | 5% | Yes |
| Fannie Mae | 6,476,609 | 1.9% | 5% | Yes |
| Federal Home Loan Bank (FHLB) | 2,147,184 | 0.6% | 25% | Yes |
| Fidelity Institutional Government MMF | 428,702 | 0.1% | 25% | Yes |
| FLCLASS | 5,263,022 | 1.5% | 25% | Yes |
| FL-FIT | 15,028,972 | 4.3% | 25% | Yes |
| Florida Prime (SBA) | 58,907,234 | 17.0% | 25% | Yes |
| Florida Local Government Investment Trust | 48,591,860 | 14.0% | 25% | Yes |
| Hancock Bank | 5,031,526 | 1.5% | 15% | Yes |
| Home Depot Inc. | 469,191 | 0.1% | 5% | Yes |
| Honeywell International | 749,102 | 0.2% | 5% | Yes |
| Intel Corporation | 1,013,016 | 0.3% | 5% | Yes |
| International Business Machines | 997,991 | 0.3% | 5% | Yes |
| JP Morgan Chase Corporate Notes | 1,007,908 | 0.3% | 5% | Yes |
| Mastercard | 753,306 | 0.2% | 5% | Yes |
| Merck & CO INC | 761,828 | 0.2% | 5% | Yes |
| Microsoft Corporate Notes | 508,149 | 0.1% | 5% | Yes |
| Mississippi State | 759,916 | 0.2% | 5% | Yes |
| Oracle Corp | 1,014,767 | 0.3% | 5% | Yes |
| Pepsico, Inc. | 1,008,566 | 0.3% | 5% | Yes |
| Proctor & Gamble Co | 667,919 | 0.2% | 5% | Yes |

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

| Individual Issuer Breakdown | Market Value | Percent Allocation | Permitted by Policy | In Compliance |
|---|---|---|---|---|
| Servisfirst Bank | 25,694,565 | 7.4% | **15%** | **Yes** |
| State Street Corporation | 1,005,763 | 0.3% | **5%** | **Yes** |
| The Walt Disney Corporation | 509,175 | 0.1% | **5%** | **Yes** |
| Toyota Motor Corp | 605,194 | 0.2% | **5%** | **Yes** |
| United Parcel Service Inc. | 505,353 | 0.1% | **5%** | **Yes** |
| United States Treasury Securities | 60,197,980 | 17.4% | **100%** | **Yes** |
| University of WA Taxable Revenue Bonds | 399,568 | 0.1% | **5%** | **Yes** |
| Visa Inc | 664,351 | 0.2% | **5%** | **Yes** |
| **Total Investment Holdings** | **345,933,653** | **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-16863** **Clerk & Comptroller's Report 14. 2.**
**BCC Regular Meeting** **Consent**
**Meeting Date:** 10/03/2019
**Issue:** TDT Collection Date for the July 2019 Returns
**From:** Pam Childers, Clerk of the Circuit Court & Comptroller
**Organization:** Clerk & Comptroller's Office

## Recommendation:

Recommendation Concerning Acceptance of TDT Collection Data for the Month of July 2019 Returns Received in August 2019

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the July 2019 returns received in the month of August 2019, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the eleventh month of collections for the Fiscal Year 2019; total collections for the month of July 2019 returns was $2,027,585.89; this is a 4.2% decrease from July 2018 returns; total collections year to date are 8.47% more than the comparable time frame in Fiscal Year 2018.

## Attachments

July 2019 TDT Collections Received in August ADA

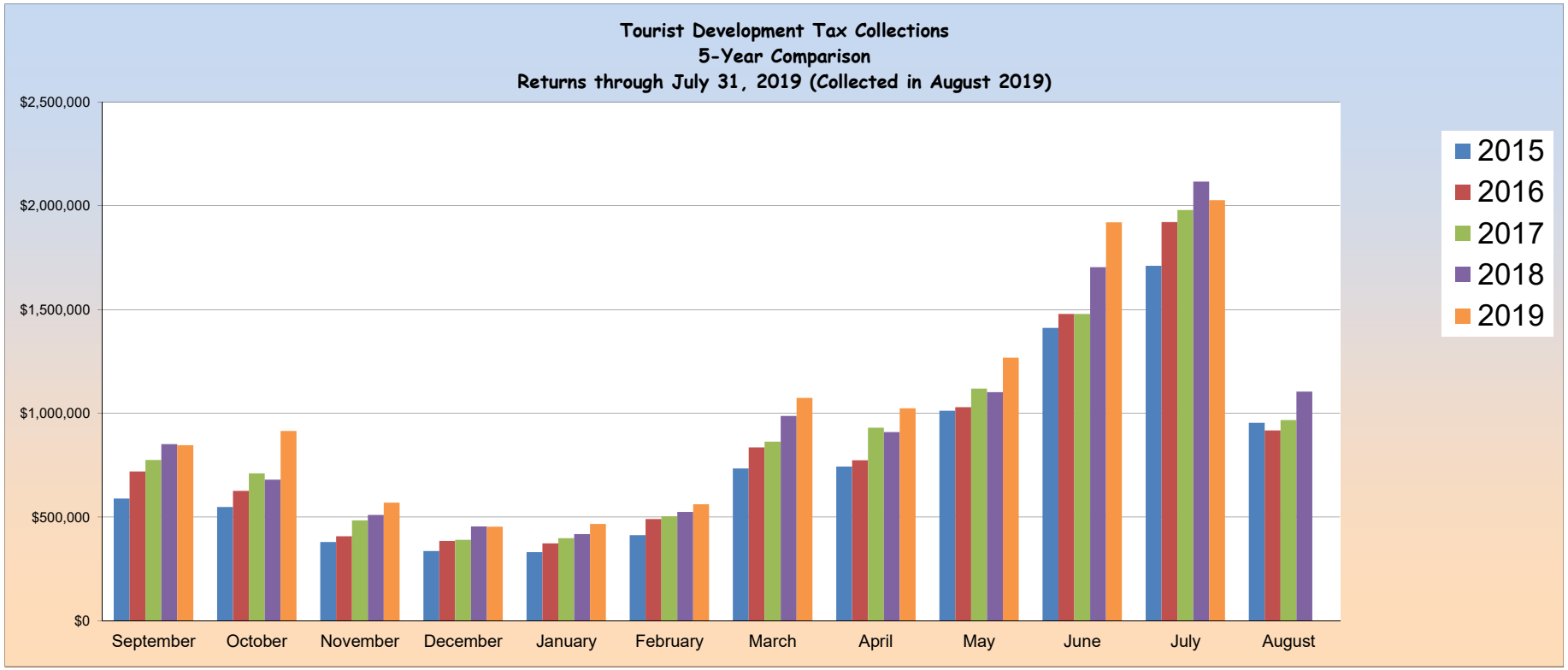
**FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA**

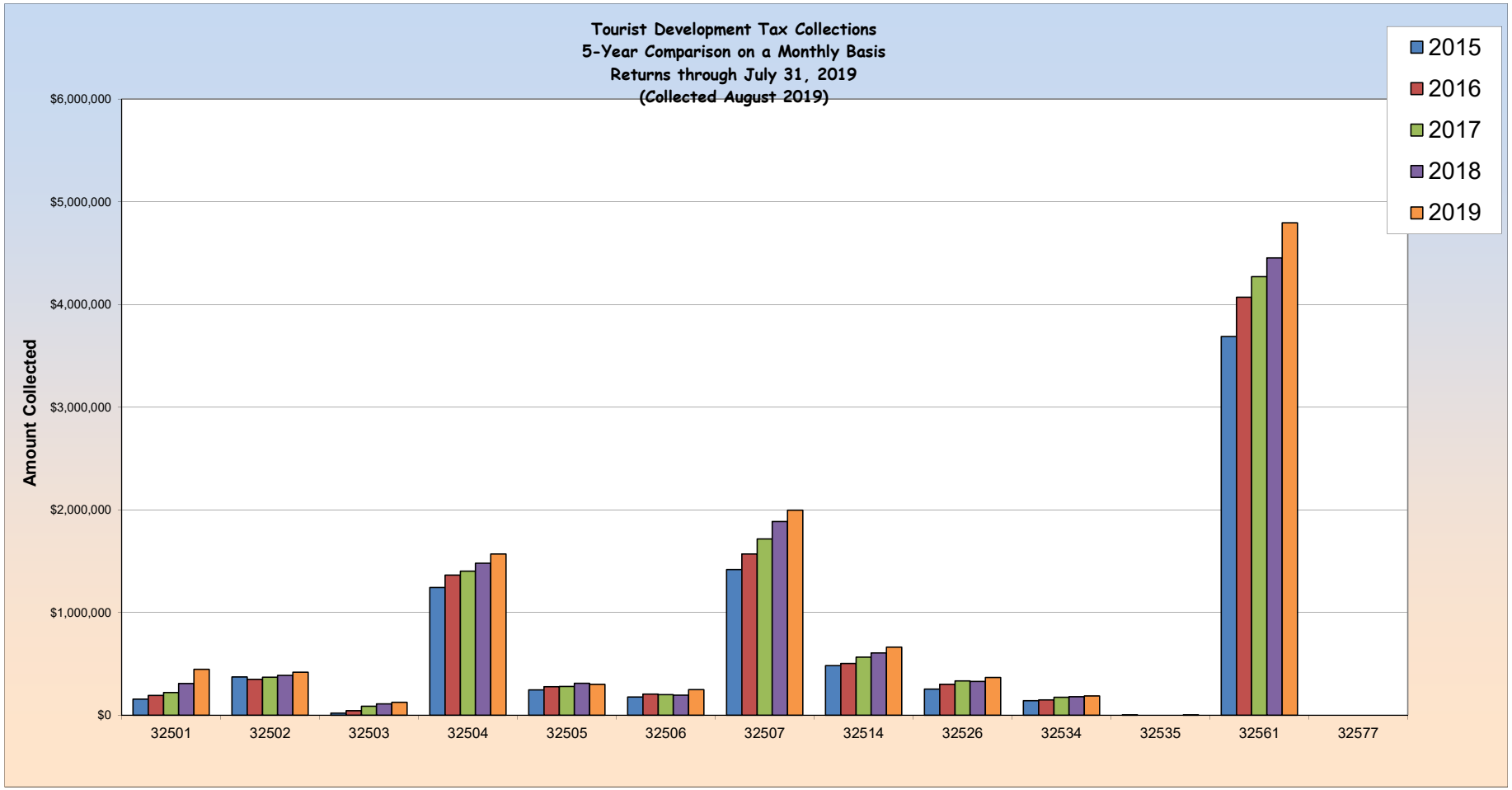
**REPORTED IN FISCAL YEAR FORMAT**

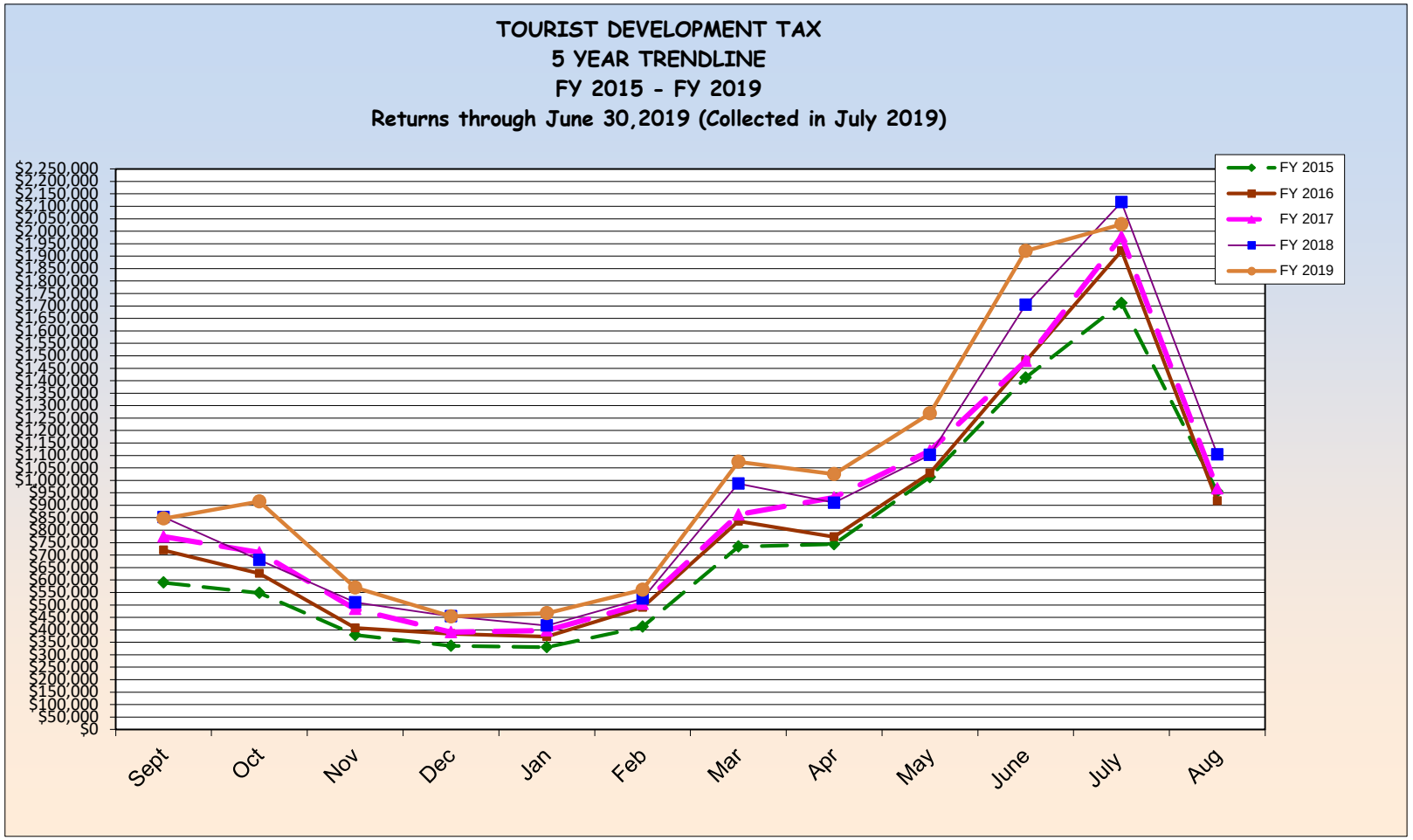
**ESCAMBIA COUNTY FLORIDA**

**AS OF August 2019**

| Zip Code | Fiscal Year 2019 YTD Collected | Fiscal Year 2018 YTD Collected | Difference | % Change |
|---|---|---|---|---|
| 32501 | 448,685 | 310,021 | 138,664 | 45% |
| 32502 | 419,534 | 388,812 | 30,722 | 8% |
| 32503 | 126,392 | 111,788 | 14,604 | 13% |
| 32504 | 1,570,496 | 1,480,922 | 89,574 | 6% |
| 32505 | 300,119 | 312,191 | (12,072) | -4% |
| 32506 | 249,042 | 195,304 | 53,738 | 28% |
| 32507 | 1,998,168 | 1,887,294 | 110,874 | 6% |
| 32514 | 662,550 | 606,375 | 56,175 | 9% |
| 32526 | 367,925 | 330,709 | 37,216 | 11% |
| 32534 | 187,578 | 179,310 | 8,268 | 5% |
| 32535 | 1,972 | 1,381 | 591 | 43% |
| 32561 | 4,794,689 | 4,453,760 | 340,929 | 8% |
| 32562 | - | - | - | 0% |
| 32577 | 249 | 438 | (189) | -43% |
| **Total** | **$ 11,127,399** | **$ 10,258,304** | **$ 869,095** | **8%** |


Tourist Development Tax Collections
5-Year Comparison
Returns through July 31, 2019 (Collected in August 2019)
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
September
October
November
December
January
February
March
April
May
June
July
August
2015
2016
2017
2018
2019


Tourist Development Tax Collections
5-Year Comparison on a Monthly Basis
Returns through July 31, 2019
(Collected August 2019)
Amount Collected
$6,000,000
$5,000,000
$4,000,000
$3,000,000
$2,000,000
$1,000,000
$0
2015
2016
2017
2018
2019
32501
32502
32503
32504
32505
32506
32507
32514
32526
32534
32535
32561
32577


TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2015 - FY 2019
Returns through June 30,2019 (Collected in July 2019)
FY 2015
FY 2016
FY 2017
FY 2018
FY 2019
Sept
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
June
July
Aug

**FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA**
**ESCAMBIA COUNTY FLORIDA**
**FISCAL YEAR 2019**
**AS OF August 31, 2019**

| | Zip Code | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | 32501 | | 32502 | | 32503 | | 32504 | | 32505 | |
| Month of Collection | Downtown Area | % OF Total | Other Downtown Area | % OF Total | Cordova Mall & South Area | % OF Total | Davis & Scenic Hwy South of I-10 including Airport Area | % OF Total | South of Michigan Av East of Mobile Hwy West of Pace Blvd | % OF Total |
| 10/18 | **33,060** | 4% | **29,038** | 3% | **8,340** | 1% | **120,568** | 14% | **16,401** | 2% |
| 11/18 | **33,959** | 4% | **40,218** | 4% | **10,154** | 1% | **159,394** | 17% | **29,404** | 3% |
| 12/18 | **27,415** | 5% | **26,588** | 5% | **8,206** | 1% | **116,496** | 20% | **15,901** | 3% |
| 01/19 | **28,240** | 6% | **23,782** | 5% | **7,469** | 2% | **91,184** | 20% | **15,205** | 3% |
| 02/19 | **23,598** | 5% | **24,054** | 5% | **7,452** | 2% | **104,269** | 22% | **12,833** | 3% |
| 03/19 | **29,658** | 5% | **27,844** | 5% | **8,483** | 2% | **108,984** | 19% | **13,846** | 2% |
| 04/19 | **46,045** | 4% | **43,442** | 4% | **12,291** | 1% | **157,318** | 15% | **33,638** | 3% |
| 05/19 | **43,988** | 4% | **41,551** | 4% | **12,653** | 1% | **149,918** | 15% | **23,995** | 2% |
| 06/19 | **47,530** | 4% | **47,539** | 4% | **15,211** | 1% | **166,944** | 13% | **36,439** | 3% |
| 07/18 | **64,506** | 3% | **56,965** | 3% | **18,169** | 1% | **187,876** | 10% | **52,882** | 3% |
| 08/18 | **70,686** | 3% | **58,515** | 3% | **17,962** | 1% | **207,544** | 10% | **49,577** | 2% |
| **Total** | **448,685** | **4%** | **419,534** | **4%** | **126,392** | 1% | **1,570,496** | **14%** | **300,119** | **3%** |

| | Zip Code | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | 32506 | | 32507 | | 32514 | | 32526 | | 32534 | |
| Month of Collection | Lillian Hwy & Highway 98 Area | % OF Total | Bayou Chico to Perdido Key South of Sorrento Area | % OF Total | Palafox & Scenic Hwy North of I-10 Area | % OF Total | Mobile Hwy North of Michigan Avenue Area | % OF Total | I-10 & Pensacola Blvd North Area | % OF Total |
| 10/18 | **23,343** | 3% | **148,106** | 17% | **47,657** | 6% | **25,767** | 3% | **13,922** | 2% |
| 11/18 | **27,659** | 3% | **145,682** | 16% | **64,824** | 7% | **37,969** | 4% | **18,767** | 2% |
| 12/18 | **16,253** | 3% | **68,914** | 12% | **50,181** | 9% | **29,878** | 5% | **14,944** | 3% |
| 01/19 | **11,089** | 2% | **46,182** | 10% | **46,077** | 10% | **23,426** | 5% | **13,288** | 3% |
| 02/19 | **16,729** | 4% | **66,290** | 14% | **41,588** | 9% | **20,889** | 4% | **10,179** | 2% |
| 03/19 | **11,373** | 2% | **85,945** | 15% | **54,012** | 10% | **22,508** | 4% | **9,693** | 2% |
| 04/19 | **25,421** | 2% | **174,844** | 16% | **69,638** | 6% | **37,999** | 4% | **17,683** | 2% |
| 05/19 | **22,567** | 2% | **150,836** | 15% | **62,460** | 6% | **33,350** | 3% | **17,293** | 2% |
| 06/19 | **22,280** | 2% | **213,867** | 17% | **72,203** | 6% | **39,488** | 3% | **20,480** | 2% |
| 07/18 | **28,150** | 1% | **450,320** | 23% | **74,539** | 4% | **48,245** | 3% | **24,977** | 1% |
| 08/18 | **44,177** | 2% | **447,183** | 22% | **79,370** | 4% | **48,406** | 2% | **26,351** | 1% |
| **Total** | **249,042** | 2% | **1,998,168** | 18% | **662,550** | 6% | **367,925** | 3% | **187,578** | 2% |

| | Zip Code | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | 32535 | | 32561 | | 32562 | | 32577 | | | |
| Month of Collection | Century (Other) Area | % OF Total | Pensacola Beach Area | % OF Total | Other | % OF Total | Molino Area | % OF Total | Total Month | % OF Total |
| 10/18 | **209** | 0% | **380,137** | 45% | **-** | 0% | **92** | 0% | **846,640** | 100% |
| 11/18 | **-** | 0% | **346,703** | 38% | **-** | 0% | **40** | 0% | **914,773** | 100% |
| 12/18 | **369** | 0% | **193,908** | 34% | **-** | 0% | **23** | 0% | **569,078** | 100% |
| 01/19 | **-** | 0% | **147,642** | 33% | **-** | 0% | **34** | 0% | **453,617** | 100% |
| 02/19 | **220** | 0% | **138,270** | 30% | **-** | 0% | **-** | 0% | **466,370** | 100% |
| 03/19 | **181** | 0% | **188,341** | 34% | **-** | 0% | **-** | 0% | **560,868** | 100% |
| 04/19 | **176** | 0% | **455,965** | 42% | **-** | 0% | **26** | 0% | **1,074,487** | 100% |
| 05/19 | **219** | 0% | **465,816** | 45% | **-** | 0% | **-** | 0% | **1,024,645** | 100% |
| 06/19 | **254** | 0% | **586,236** | 46% | **-** | 0% | **34** | 0% | **1,268,504** | 100% |
| 07/18 | **169** | 0% | **914,032** | 48% | **-** | 0% | **-** | 0% | **1,920,830** | 100% |
| 08/18 | **175** | 0% | **977,640** | 48% | **-** | 0% | **-** | 0% | **2,027,586** | 100% |
| **Total** | **1,972** | 0% | **4,794,689** | 43% | **-** | 0% | **249** | 0% | **11,127,398** | |

**FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA**
**ESCAMBIA COUNTY FLORIDA**
**FISCAL YEAR 2018**
**AS OF August 2018**

| | Zip Code | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | 32501 | | $ 32,502 | | 32503 | | 32504 | | 32505 | |
| | | | | | Cordova | | Davis & Scenic Hwy | | South of Michigan Av | |
| Month of Collection | Downtown Area | % OF Total | Other Downtown Area | % OF Total | Mall & South Area | % OF Total | outh of I-10 includi Airport Area | % OF Total | East of Mobile Hwy West of Pace Blvd | % OF Total |
| 10/17 | $ 20,189 | 2% | $ 33,110 | 4% | $ 8,054 | 1% | $ 127,370 | 15% | $ 26,827 | 3% |
| 11/17 | $ 15,305 | 2% | $ 30,151 | 4% | $ 7,908 | 1% | $ 112,522 | 17% | $ 16,690 | 2% |
| 12/17 | $ 15,278 | 3% | $ 26,266 | 5% | $ 7,092 | 1% | $ 103,569 | 20% | $ 15,923 | 3% |
| 01/18 | $ 14,881 | 3% | $ 22,042 | 5% | $ 7,184 | 2% | $ 93,898 | 21% | $ 18,961 | 4% |
| 02/18 | $ 16,581 | 4% | $ 20,599 | 5% | $ 6,278 | 2% | $ 93,500 | 22% | $ 17,664 | 4% |
| 03/18 | $ 23,638 | 5% | $ 27,222 | 5% | $ 7,113 | 1% | $ 99,293 | 19% | $ 21,179 | 4% |
| 04/18 | $ 34,008 | 3% | $ 38,474 | 4% | $ 11,949 | 1% | $ 152,410 | 15% | $ 34,756 | 4% |
| 05/18 | $ 34,862 | 4% | $ 40,502 | 4% | $ 11,202 | 1% | $ 142,785 | 16% | $ 31,626 | 3% |
| 06/18 | $ 34,292 | 3% | $ 40,063 | 4% | $ 12,965 | 1% | $ 152,719 | 14% | $ 35,518 | 3% |
| 07/18 | $ 48,038 | 3% | $ 51,902 | 3% | $ 14,956 | 1% | $ 189,236 | 11% | $ 42,120 | 2% |
| 08/18 | $ 52,947 | 3% | $ 58,481 | 3% | $ 17,086 | 1% | $ 213,620 | 10% | $ 50,925 | 2% |
| **Total** | **$ 310,021** | **3%** | **$ 388,812** | **4%** | **$ 111,788** | 1% | **$ 1,480,922** | **14%** | **$ 312,191** | **3%** |

| | Zip Code | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | 32506 | | 32507 | | 32514 | | 32526 | | 32534 | |
| | Lillian Hwy | | Bayou Chico to | | Palafox & Scenic | | Mobile Hwy North | | I-10 & | |
| Month of Collection | & Highway 98 Area | % OF Total | Perdido Key South of Sorrento Area | % OF Total | Hwy North of I-10 Area | % OF Total | of Michigan Avenue Area | % OF Total | Pensacola Blvd North Area | % OF Total |
| 10/17 | $ 17,729 | 2% | $ 141,510 | 17% | $ 48,279 | 6% | $ 28,141 | 3% | $ 16,787 | 2% |
| 11/17 | $ 14,116 | 2% | $ 117,580 | 17% | $ 45,400 | 7% | $ 25,079 | 4% | $ 13,812 | 2% |
| 12/17 | $ 12,723 | 2% | $ 58,984 | 12% | $ 41,547 | 8% | $ 24,823 | 5% | $ 11,206 | 2% |
| 01/18 | $ 10,887 | 2% | $ 44,414 | 10% | $ 38,809 | 9% | $ 24,691 | 5% | $ 10,404 | 2% |
| 02/18 | $ 10,328 | 2% | $ 59,924 | 14% | $ 39,584 | 9% | $ 22,010 | 5% | $ 10,365 | 2% |
| 03/18 | $ 11,701 | 2% | $ 85,625 | 16% | $ 39,610 | 8% | $ 22,481 | 4% | $ 11,745 | 2% |
| 04/18 | $ 18,397 | 2% | $ 167,734 | 17% | $ 62,926 | 6% | $ 33,533 | 3% | $ 19,546 | 2% |
| 05/18 | $ 18,378 | 2% | $ 135,773 | 15% | $ 58,839 | 6% | $ 32,623 | 4% | $ 17,144 | 2% |
| 06/18 | $ 20,256 | 2% | $ 200,553 | 18% | $ 65,249 | 6% | $ 31,913 | 3% | $ 18,518 | 2% |
| 07/18 | $ 28,979 | 2% | $ 430,950 | 25% | $ 78,631 | 5% | $ 40,285 | 2% | $ 23,202 | 1% |
| 08/18 | $ 31,811 | 2% | $ 444,248 | 21% | $ 87,501 | 4% | $ 45,131 | 2% | $ 26,579 | 1% |
| **Total** | **$ 195,304** | 2% | **$ 1,887,294** | 18% | **$ 606,375** | 6% | **$ 330,709** | 3% | **$ 179,310** | 2% |

| | Zip Code | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | 32535 | | 32561 | | 32562 | | 32577 | | | |
| | Century | | Pensacola | | | | | | | |
| Month of Collection | (Other) Area | % OF Total | Beach Area | % OF Total | Other | % OF Total | Molino Area | % OF Total | Total Month | % OF Total |
| 10/17 | $ 138 | 0% | $ 383,626 | 45% | $ - | 0% | $ 16 | 0% | $ 851,776 | 100% |
| 11/17 | $ 186 | 0% | $ 281,499 | 41% | $ - | 0% | $ 50 | 0% | $ 680,298 | 100% |
| 12/17 | $ 200 | 0% | $ 192,757 | 38% | $ - | 0% | $ 35 | 0% | $ 510,405 | 100% |
| 01/18 | $ 88 | 0% | $ 167,637 | 37% | $ - | 0% | $ 17 | 0% | $ 453,912 | 100% |
| 02/18 | $ - | 0% | $ 120,225 | 29% | $ - | 0% | $ - | 0% | $ 417,058 | 100% |
| 03/18 | $ 304 | 0% | $ 174,793 | 33% | $ - | 0% | $ 33 | 0% | $ 524,739 | 100% |
| 04/18 | $ 171 | 0% | $ 412,832 | 42% | $ - | 0% | $ 85 | 0% | $ 986,822 | 100% |
| 05/18 | $ 173 | 0% | $ 386,040 | 42% | $ - | 0% | $ 64 | 0% | $ 910,012 | 100% |
| 06/18 | $ 120 | 0% | $ 490,084 | 44% | $ - | 0% | $ 60 | 0% | $ 1,102,309 | 100% |
| 07/18 | $ - | 0% | $ 756,088 | 44% | $ - | 0% | $ 29 | 0% | $ 1,704,415 | 100% |
| 08/18 | $ - | 0% | $ 1,088,179 | 51% | $ - | 0% | $ 49 | 0% | $ 2,116,558 | 100% |
| **Total** | **$ 1,381** | 0% | **$ 4,453,760** | 43% | $ - | 0% | **$ 438** | 0% | **$ 10,258,304** | |

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

| | | **THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2010-2019** | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Month Of | For The | | | | | | | | | | |
| Collection | Month Of | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 |
| OCT | SEP | $ 274,902 | $ 321,850 | $ 343,637 | $ 398,300 | $ 385,209 | $ 442,268 | $ 539,766 | $ 580,905 | $ 638,832 | $ 634,980 |
| NOV | OCT | $ 238,423 | $ 276,214 | $ 304,579 | $ 325,198 | $ 335,284 | $ 411,054 | $ 469,351 | $ 532,757 | $ 510,223 | $ 686,080 |
| DEC | NOV | $ 214,475 | $ 226,459 | $ 244,845 | $ 254,898 | $ 236,608 | $ 284,253 | $ 305,743 | $ 362,364 | $ 382,803 | $ 426,808 |
| JAN | DEC | $ 164,750 | $ 192,546 | $ 212,164 | $ 207,117 | $ 230,300 | $ 251,856 | $ 288,130 | $ 292,783 | $ 340,434 | $ 340,213 |
| FEB | JAN | $ 171,885 | $ 192,262 | $ 200,843 | $ 205,954 | $ 233,879 | $ 247,492 | $ 279,148 | $ 298,406 | $ 312,794 | $ 349,778 |
| MAR | FEB | $ 201,473 | $ 241,571 | $ 270,226 | $ 283,812 | $ 286,019 | $ 309,204 | $ 367,477 | $ 377,962 | $ 393,553 | $ 420,651 |
| APR | MAR | $ 330,261 | $ 397,690 | $ 464,002 | $ 518,242 | $ 510,758 | $ 550,693 | $ 626,572 | $ 646,982 | $ 740,116 | $ 805,865 |
| MAY | APR | $ 358,871 | $ 417,733 | $ 447,350 | $ 455,554 | $ 506,593 | $ 557,617 | $ 580,106 | $ 698,384 | $ 682,509 | $ 768,484 |
| JUN | MAY | $ 417,285 | $ 510,038 | $ 542,048 | $ 601,927 | $ 679,428 | $ 759,528 | $ 771,756 | $ 839,021 | $ 826,731 | $ 951,378 |
| JUL | JUN | $ 510,928 | $ 708,757 | $ 876,396 | $ 946,229 | $ 982,133 | $ 1,059,211 | $ 1,109,041 | $ 1,109,689 | $ 1,278,312 | $ 1,440,623 |
| AUG | JUL | $ 535,005 | $ 871,107 | $ 930,410 | $ 1,021,761 | $ 1,170,208 | $ 1,283,566 | $ 1,440,991 | $ 1,484,514 | $ 1,587,419 | $ 1,520,689 |
| | | | | | | | | | | | |
| | TOTAL | **$ 3,418,258** | **$ 4,356,228** | **$ 4,836,500** | **$ 5,218,992** | **$ 5,556,420** | **$ 6,156,741** | **$ 6,778,081** | **$ 7,223,768** | **$ 7,693,726** | **$ 8,345,549** |

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

| | | **ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2010-2019** | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Month Of | For The | | | | | | | | | | |
| Collection | Month Of | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2,019 |
| OCT | SEP | $ 91,634 | $ 107,283 | $ 114,546 | $ 132,767 | $ 128,403 | $ 147,425 | $ 179,922 | $ 193,635 | $ 212,944 | $ 211,660 |
| NOV | OCT | $ 79,474 | $ 92,072 | $ 101,526 | $ 108,399 | $ 111,761 | $ 137,018 | $ 156,450 | $ 177,586 | $ 170,074 | $ 228,693 |
| DEC | NOV | $ 71,492 | $ 75,487 | $ 81,615 | $ 84,966 | $ 78,869 | $ 94,751 | $ 101,914 | $ 120,788 | $ 127,601 | $ 142,269 |
| JAN | DEC | $ 54,917 | $ 64,182 | $ 70,721 | $ 69,039 | $ 76,767 | $ 83,950 | $ 96,043 | $ 97,594 | $ 113,478 | $ 113,404 |
| FEB | JAN | $ 57,295 | $ 64,087 | $ 66,948 | $ 68,651 | $ 77,960 | $ 82,497 | $ 93,049 | $ 99,469 | $ 104,265 | $ 116,593 |
| MAR | FEB | $ 67,158 | $ 80,524 | $ 90,075 | $ 94,604 | $ 95,340 | $ 103,068 | $ 122,492 | $ 125,987 | $ 131,185 | $ 140,217 |
| APR | MAR | $ 110,087 | $ 132,563 | $ 154,667 | $ 172,747 | $ 170,253 | $ 183,564 | $ 208,857 | $ 215,661 | $ 246,707 | $ 268,622 |
| MAY | APR | $ 119,624 | $ 139,244 | $ 149,117 | $ 151,851 | $ 168,864 | $ 185,872 | $ 193,369 | $ 232,795 | $ 227,503 | $ 256,161 |
| JUN | MAY | $ 139,095 | $ 170,013 | $ 180,683 | $ 200,642 | $ 226,476 | $ 253,176 | $ 257,252 | $ 279,674 | $ 275,577 | $ 317,126 |
| JUL | JUN | $ 170,309 | $ 236,252 | $ 292,132 | $ 315,410 | $ 327,378 | $ 353,070 | $ 369,680 | $ 369,896 | $ 426,104 | $ 480,208 |
| AUG | JUL | $ 178,335 | $ 290,369 | $ 310,137 | $ 340,587 | $ 390,069 | $ 427,855 | $ 480,330 | $ 494,838 | $ 529,140 | $ 506,896 |
| | | | | | | | | | | | |
| TOTAL | | **$ 1,139,419** | **$ 1,452,076** | **$ 1,612,167** | **$ 1,739,664** | **$ 1,852,140** | **$ 2,052,247** | **$ 2,259,361** | **$ 2,407,923** | **$ 2,564,577** | **$ 2,781,850** |

# 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-16907** **Clerk & Comptroller's Report 14. 3.**
**BCC Regular Meeting** **Consent**
**Meeting Date:** 10/03/2019
**Issue:** Document Provided for Filing with the Board's Minutes
**From:** Pam Childers, Clerk of the Circuit Court & Comptroller
**Organization:** Clerk & Comptroller's Office

## Recommendation:

Recommendation Concerning a Document Provided for Filing with the Board's Minutes

That the Board accept, for filing with the Board's Minutes, the 2019 Annual Investment Report for Fiscal Year ended September 30, 2019, for the Escambia County Sheriff's Office.

## Attachments

19 Sheriff Annual Investment report 9.30.19

Sheriff **DAVID MORGAN**

MEMORANDUM

TO: Honorable Lumon May
Chairman, Board of County Commissioners

FROM: David Morgan, Sheriff

DATE: October 1, 2019

RE: Annual Investment Report FYE 09/30/19

---

As required by Paragraph 218.415(15), Florida Statutes, please accept this Annual Investment Report.

This report includes all investments held in the Sheriff's Office portfolio and earnings.

If there are any questions, please do not hesitate to contact Henrique Dias at 436-9541.

PAM CHILDERS
CLERK & COMPTROLLER
FILED
2019 SEP 20 A 10:59
ESCAMBIA COUNTY, FL

DM/dlc

Enclosure (1) "Annual Investment Report"

# ANNUAL INVESTMENT REPORT

# 2019

**Sheriff David Morgan**

# FYE 9/30/19

# Table of Contents


- **Investment Policy**
- **Attachment A ( List of Public Depositories)**
- **Attachment B (Investment Policy Internal Controls)**
- **Investments**
    - General Fund Interest Income
    - Other Accounts

# INVESTMENT POLICY

Escambia County Sheriff's Office

FYE 9/30/19

# ESCAMBIA COUNTY SHERIFF'S OFFICE
Pensacola, Florida

David Morgan, Sheriff

| General Order | Subject: Investment Policy | | Number: 345 |
|---|---|---|---|
| Issue Date: 12/04/2009 | Effective Date: 05/24/2016 | Review Date: 05/2018 | Review Responsibility: **Sheriff** **Chief Deputy** **Chief Financial Officer** |
| Distribution Code: **All Members** | Rescinds: | Amended: **02/20/2014** | |
| Related Documents: | | | |
| CFA Reference: | | | |

**PURPOSE:** The purpose of this general order is to prescribe procedures for the investing of surplus funds held by the Escambia County Sheriff's Office.

**POLICY:** All surplus funds that are held by or for the Escambia County Sheriff's Office will be invested in such a manner so that certain objectives are achieved, in particular the safety of the principle invested and the liquidity of the funds that are invested. The investment of these funds is governed by Florida Statute.

**PROCEDURE:**

**345.1**
**Investment Objectives**

1. When surplus funds are invested, each investment opportunity will follow certain objectives. These objectives are, in order of priority:

   a. Safety - Funds entrusted to the Sheriff represent funds belonging to the people of Escambia County. Therefore, the primary objective of this investment policy is to provide for the protection of investment capital.

   b. Liquidity - The Sheriff's Office portfolio will provide sufficient liquidity so that funds are available for timely satisfaction of financial obligations.

   c. Return on investment - Within safety and liquidity limitations, a reasonable rate of return should be obtained on Sheriff's Office investments.

2. The performance of the Escambia County Sheriff's Office investments will be compared on an annual basis with the appropriate indices published in a national financial publication. Such indices will be selected by the Chief Financial Officer to reflect returns on investments with a minimum of risk.

**345.2**
**Prudence and Ethical Standard**

It is imperative that certain standards be established and followed concerning the investment of funds held by the Sheriff. Of those standards, the prudent person standard is defined as follows:

1. Investments will be made with judgment and care, under the circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the income to be derived.

2. Officers and employees involved in the investment process will refrain from personal business activity that could conflict with proper conduct of the investment program, or which could impair their ability to make impartial investment decisions. In addition, those persons will disclose to the Sheriff any material of financial interest or personal relationship which could cause a conflict of interest.

**345.3**
**Authorized Investments**

1. The Local Government Surplus Trust Fund or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969, F.S.S. 163.01.

2. Security and Exchange registered money market funds with the highest credit quality rating from a recognized rating agency.

3. Saving accounts in state-certified depositories, as defined in F.S.S. 280.02(16)

4. Certificates of Deposit in a state certified depository.

5. Notes, Bonds, T-Bills, or other direct obligations of the United States Treasury.

6. Federal agencies and instruments.

7. Repurchase agreements.

8. Prior to investing in any derivative product or reverse repurchase agreement, the Chief Financial Officer will review the provisions of F.S.S. 218.415(5).

**345.4**
**Maturity and Liquidity Requirements**

The investment portfolio will be constructed in such a manner as to provide sufficient liquidity to pay obligations as they become due. To the extent possible, investment maturities will be matched with known cash needs and anticipated cash flow.

**345.5**
**Portfolio Composition and Diversification**

Prudent investing necessitates that the portfolio be diversified as to instruments and dealers. Investments will be diversified to the extent practical to control risk of loss from over concentration of assets in specific maturity, issuer, instrument, dealer, or bank through which these instruments are bought and sold. Diversification strategies within the established guidelines will be reviewed and, if necessary, revised by the Chief Financial Officer on a periodic basis.

1. The following maximum limits are guidelines for diversification by instrument:

    a. Government Advantage Interest Accounts 100%,

    b. Certificates of Deposit 0%,

    c. Treasury Bills/Notes 0%,

    d. Other United Stated Governmental Agencies 0%,

    e. State investment pool interest bearing accounts (i.e. Savings, NOW) 0%.

2. The Sheriff may revise these guidelines for specific circumstances.

3. Government Advantage Account;

    a. The Government Advantage Account combines the features and conveniences of a full-service demand deposit account with the advantage of paying interest on excess balances. It also offers additional features that simplify operations and may help reduce overhead on cash management and investment activities.

    b. Funds in Government Advantage Accounts are demand deposits, not investments. Therefore, the FDIC insures them for the first $100,000. Additionally, the bank collaterizes the funds in the account to the fullest extent required by state law under Section 280.

c. Interest payments are determined monthly. At the end of each month, the account analysis system computes the average ledger balance, average float, and average positive collected balance. Compensating balances and the balance to offset services rendered are subtracted from the average positive collected balance to arrive at the net balance available amount. (An earnings credit rate equal to the Treasury bill interest rate will be used.) The interest is then paid on the dollars remaining after the service charges are covered. The interest is paid to the account on the 10th of the following month.

**345.6**
**Authorized Investment Institutions and Dealers**

The Escambia County Sheriff's Office will only purchase securities from brokers, dealers, or banks that have met certain criteria. Criteria for approval includes but is not limited to:

1. Banks and Savings and Loan Associations must meet requirements as a qualified depository as determined by the State of Florida.

2. Brokers and dealers must be listed on the Federal Reserve Bank of New York as primary government securities dealer.

3. Brokers and dealers must provide certification of having read this policy.

4. Repurchase agreements will be conducted only with principals and not through third parties acting as agents.

**345.7**
**Third Party Custodial Agreements**

1. All securities purchased by the Escambia County Sheriff's Office will be properly designated as assets of the Sheriff's Office and may be held in safekeeping by a third party custodial institution.

2. No withdrawal of securities, in whole or part, will be made from safekeeping without authorization of the Chief Financial Officer.

3. The Chief Financial Officer is authorized to execute, on behalf of the Sheriff, third party custodial agreement(s) with banks and other financial institutions. Such agreements may include the following:

   a. Letters of authority from the Sheriff;

   b. Details as to the responsibilities of each party;

   c. Method of notification of security purchases, sales, and delivery;

d. Procedures related to repurchase agreements;

e. Wire transfers;

f. Safekeeping and transaction costs;

g. Procedures in case of wire transfer failure or other mishaps; and

h. A description of the liabilities of each party.

4. Certificates of deposit or other time deposits do not need to be placed with a third party custodian, as they are collateralized through F.S.S. 280.

**345.8**
**Bid Requirements**

1. When feasible and appropriate, a competitive bid process will be used.

2. The primary investment instrument used by the Sheriff's Office is the Government Advantage Interest Account, with the principal being the bank balance at the end of a work period. Overall banking services will be by bid.

3. To obtain the best mix of low cost service fees and highest rates of return, various types of accounts may be packaged as a group. This decision will be at the Sheriff's discretion.

4. The group may include both interest bearing and non-interest bearing accounts.

5. Bidding will be done on a 3 to 5 year cycle.

6. Bid scoring will be done using a weighted matrix system for quantitative type answers.

   a. If a clear winner does not emerge, a qualitative analysis will be used to make the final decision.

   b. If a winner did not submit the highest interest rate, an explanation will be attached stating the reason(s) for the final selection.

7. All bids will be retained according to current bidding policy.

**345.9**
**Internal Controls**

The Chief Financial Officer will establish and monitor a set of controls designed to protect the Sheriff's Office funds and assure proper accounting and reporting of securities transactions.

**345.10**
**Reporting**

The Chief Financial Officer will prepare periodic reports, at least annually, for presentation to the Sheriff and the Board of County Commissioners. The report(s) will include the following:

1. Securities in the portfolio by class or type;
2. Book value;
3. Income earned; and
4. Market value as of date of the report.

---

**Approved**

| ***SIGNED*** | ***05/24/2016*** |
|---|---|
| **David Morgan, Sheriff**<br>**Escambia County, Florida** | **Date** |

# ATTACHMENT A

Escambia County Sheriff's Office

FYE 9/30/19

## ACTIVE QUALIFIED PUBLIC DEPOSITORY LIST

The following Qualified Public Depositories (QPDs) are authorized to hold public deposits. The cities and states listed are the home office locations. QPDs marked with an asterisk have limited the amount of public deposits they will administer. QPDs having a date beside their name are in the process of withdrawing from the program and shall not receive or retain public deposits after the date shown. They may, however, have certain obligations to the program after that date with which they must comply before concluding the withdrawal process.

| FEIN | INSTITUTION | HOME OFFICE LOCATION |
|---|---|---|
| 591846933 | AMERANT BANK, N.A. | CORAL GABLES, FL |
| 161764661 | AMERICAN MOMENTUM BANK | COLLEGE STATION, TX |
| 592430369 | AMERICAN NATIONAL BANK | OAKLAND PARK, FL |
| 581111076 | AMERIS BANK | MOULTRIE, GA |
| 202502516 | ANCHOR BANK | JUNO BEACH, FL |
| 720218544 | ANTHEM BANK & TRUST | PLAQUEMINE, LA |
| 651066544 | APOLLO BANK | MIAMI, FL |
| 591008568 | AXIOM BANK, N.A. | MAITLAND, FL |
| 591485307 | BAC FLORIDA BANK | CORAL GABLES, FL |
| 640117230 | BANCORPSOUTH BANK | TUPELO, MS |
| 202768792 | BANESCO USA | CORAL GABLES, FL |
| 132614394 | BANK LEUMI USA | NEW YORK, NY |
| 941687665 | BANK OF AMERICA, N.A. | CHARLOTTE, NC |
| 591024375 | BANK OF BELLE GLADE | BELLE GLADE, FL |
| 208376899 | BANK OF CENTRAL FLORIDA | LAKELAND, FL |
| 591447189 | BANK OF TAMPA, THE | TAMPA, FL |
| 591050700 | BANK OF THE SOUTH | PENSACOLA, FL |
| 270217289 | BANKUNITED, N.A. | MIAMI LAKES, FL |
| 630476286 | BBVA USA | BIRMINGHAM, AL |
| 593672784 | BEACH COMMUNITY BANK | FORT WALTON BEACH, FL |
| 362085229 | BMO HARRIS BANK, N.A. | CHICAGO, IL |
| 561074313 | BRANCH BANKING AND TRUST COMPANY | WINSTON-SALEM, NC |
| 590153930 | BRANNEN BANK | INVERNESS, FL |
| 370613731 | BUSEY BANK | CHAMPAIGN, IL |
| 640156695 | CADENCE BANK, N.A. | ATLANTA, GA |
| 593277398 | CAPITAL CITY BANK | TALLAHASSEE, FL |
| 630258819 | CCB COMMUNITY BANK | ANDALUSIA, AL |
| 710009885 | CENTENNIAL BANK | CONWAY, AR |
| 592979916 | CENTERSTATE BANK, N.A. | WINTER HAVEN, FL |
| 205909064 | CENTRAL BANK | TAMPA, FL |
| 592664950 | CHARLOTTE STATE BANK & TRUST | PORT CHARLOTTE, FL |
| 135266470 | CITIBANK, N.A. | SIOUX FALLS, SD |
| 590193780 | CITIZENS BANK AND TRUST | FROSTPROOF, FL |
| 590557762 | CITIZENS BANK OF FLORIDA | OVIEDO, FL |
| 593018034 | CITIZENS FIRST BANK | THE VILLAGES, FL |
| 591297458 | CITY NATIONAL BANK OF FLORIDA | MIAMI, FL |
| 590201970 | COLUMBIA BANK | LAKE CITY, FL |
| 593472696 | COMMUNITY BANK & TRUST OF FLORIDA | OCALA, FL |
| 640154830 | COMMUNITY BANK OF MISSISSIPPI | FOREST, MS |
| 593611444 | COMMUNITY BANK OF THE SOUTH | MERRITT ISLAND, FL |
| 590795359 | COMMUNITY STATE BANK | STARKE, FL |
| 591521267 | CONTINENTAL NATIONAL BANK | MIAMI, FL |
| 591451065 | CREWS BANK & TRUST | ARCADIA, FL |

## ACTIVE QUALIFIED PUBLIC DEPOSITORY LIST

The following Qualified Public Depositories (QPDs) are authorized to hold public deposits. The cities and states listed are the home office locations. QPDs marked with an asterisk have limited the amount of public deposits they will administer. QPDs having a date beside their name are in the process of withdrawing from the program and shall not receive or retain public deposits after the date shown. They may, however, have certain obligations to the program after that date with which they must comply before concluding the withdrawal process.

| FEIN | INSTITUTION | HOME OFFICE LOCATION |
|---|---|---|
| 592976493 | DRUMMOND COMMUNITY BANK | CHIEFLAND, FL |
| 591259357 | EASTERN NATIONAL BANK | MIAMI, FL |
| 650765849 | EDISON NATIONAL BANK | FORT MYERS, FL |
| 611433431 | ENGLEWOOD BANK & TRUST | ENGLEWOOD, FL |
| 591387466 | EXECUTIVE NATIONAL BANK | MIAMI, FL |
| 310676865 | FIFTH THIRD BANK | CINCINNATI, OH |
| 208075599 | FINEMARK NATIONAL BANK & TRUST | FORT MYERS, FL |
| 590242465 | FIRST BANK | CLEWISTON, FL |
| 202945754 | FIRST BANK OF THE PALM BEACHES | WEST PALM BEACH, FL |
| 593528089 | FIRST CITRUS BANK | TAMPA, FL |
| 590612190 | FIRST CITY BANK OF FLORIDA * | FORT WALTON BEACH, FL |
| 261462549 | FIRST COLONY BANK OF FLORIDA | MAITLAND, FL |
| 590969721 | FIRST FEDERAL BANK | LAKE CITY, FL |
| 202951094 | FIRST FLORIDA BANK | DESTIN, FL |
| 208397856 | FIRST FLORIDA INTEGRITY BANK | NAPLES, FL |
| 593526917 | FIRST HOME BANK | ST. PETERSBURG, FL |
| 592312147 | FIRST NATIONAL BANK NORTHWEST FLORIDA | PANAMA CITY, FL |
| 590242830 | FIRST NATIONAL BANK OF MOUNT DORA, THE | MOUNT DORA, FL |
| 592648115 | FIRST NATIONAL BANK OF PASCO | DADE CITY, FL |
| 590675658 | FIRST NATIONAL BANK OF SOUTH MIAMI | SOUTH MIAMI, FL |
| 590877517 | FIRST NATIONAL BANK OF WAUCHULA | WAUCHULA, FL |
| 580379465 | FIRST SOUTHERN BANK | WAYCROSS, GA |
| 650790413 | FIRST STATE BANK OF THE FLORIDA KEYS | KEY WEST, FL |
| 620201385 | FIRST TENNESSEE BANK N.A. | MEMPHIS, TN |
| 660183103 | FIRSTBANK PUERTO RICO | SAN JUAN, PR |
| 650980079 | FLAGLER BANK | WEST PALM BEACH, FL |
| 592475686 | FLORIDA CAPITAL BANK, N.A. | JACKSONVILLE, FL |
| 590788761 | FNBT BANK | FORT WALTON BEACH, FL |
| 590199400 | GROVE BANK & TRUST | MIAMI, FL |
| 640169065 | HANCOCK WHITNEY BANK | GULFPORT, MS |
| 593584666 | HEARTLAND NATIONAL BANK | SEBRING, FL |
| 720218470 | IBERIABANK | LAFAYETTE, LA |
| 261783674 | INTRACOASTAL BANK | PALM COAST, FL |
| 134994650 | JPMORGAN CHASE BANK, N.A. | COLUMBUS, OH |
| 590549169 | LAFAYETTE STATE BANK | MAYO, FL |
| 204694103 | LEGACY BANK OF FLORIDA | BOCA RATON, FL |
| 593559141 | MADISON COUNTY COMMUNITY BANK | MADISON, FL |
| 200235207 | MAINSTREET COMMUNITY BANK OF FLORIDA | DELAND, FL |
| 650644585 | MARINE BANK & TRUST COMPANY | VERO BEACH, FL |
| 420335350 | MIDWESTONE BANK | IOWA CITY, IA |
| 361561860 | NORTHERN TRUST COMPANY, THE | CHICAGO, IL |
| 592237280 | OCEAN BANK | MIAMI, FL |
| 010914314 | ONE FLORIDA BANK | ORLANDO, FL |

## ACTIVE QUALIFIED PUBLIC DEPOSITORY LIST

The following Qualified Public Depositories (QPDs) are authorized to hold public deposits. The cities and states listed are the home office locations. QPDs marked with an asterisk have limited the amount of public deposits they will administer. QPDs having a date beside their name are in the process of withdrawing from the program and shall not receive or retain public deposits after the date shown. They may, however, have certain obligations to the program after that date with which they must comply before concluding the withdrawal process.

| FEIN | INSTITUTION | HOME OFFICE LOCATION |
|---|---|---|
| 042764211 | ONEUNITED BANK | BOSTON, MA |
| 592437764 | PACIFIC NATIONAL BANK | MIAMI, FL |
| 203037095 | PARADISE BANK | BOCA RATON, FL |
| 591510993 | PEOPLES BANK OF GRACEVILLE | GRACEVILLE, FL |
| 581171935 | PEOPLESSOUTH BANK | COLQUITT, GA |
| 592689717 | PILOT BANK | TAMPA, FL |
| 580137310 | PINELAND BANK | ALMA, GA |
| 592648364 | PNB COMMUNITY BANK | NICEVILLE, FL |
| 221146430 | PNC BANK, N.A. | WILMINGTON, DE |
| 522126008 | POPULAR BANK | NEW YORK, NY |
| 260474086 | PRIME MERIDIAN BANK | TALLAHASSEE, FL |
| 262155465 | PROFESSIONAL BANK | CORAL GABLES, FL |
| 261740755 | PROGRESS BANK AND TRUST | HUNTSVILLE, AL |
| 593244348 | RAYMOND JAMES BANK, N.A. | ST. PETERSBURG, FL |
| 630371391 | REGIONS BANK | BIRMINGHAM, AL |
| 640220550 | RENASANT BANK | TUPELO, MS |
| 610197400 | REPUBLIC BANK & TRUST COMPANY | LOUISVILLE, KY |
| 590193820 | SEACOAST NATIONAL BANK | STUART, FL |
| 203341252 | SEASIDE NATIONAL BANK & TRUST | ORLANDO, FL |
| 202451671 | SERVISFIRST BANK | HOMEWOOD, AL |
| 204091629 | SMARTBANK | PIGEON FORGE, TN |
| 580214350 | SOUTHEASTERN BANK | DARIEN, GA |
| 650878433 | SUNSTATE BANK | MIAMI, FL |
| 580466330 | SUNTRUST BANK | ATLANTA, GA |
| 590580845 | SURETY BANK | DELAND, FL |
| 580201800 | SYNOVUS BANK | COLUMBUS, GA |
| 010137770 | TD BANK, N.A. | WILMINGTON, DE |
| 592532510 | TERRABANK | MIAMI, FL |
| 640878155 | THE FIRST, A NATIONAL BANKING ASSOCIATION | HATTIESBURG, MS |
| 580288090 | THE HERITAGE BANK | HINESVILLE, GA |
| 593531592 | TIAA, FSB DBA EVERBANK | JACKSONVILLE, FL |
| 140578631 | TRUSTCO BANK | GLENVILLE, NY |
| 640180810 | TRUSTMARK NATIONAL BANK | JACKSON, MS |
| 310841368 | U.S. BANK N.A. | CINCINNATI, OH |
| 522371258 | U.S. CENTRUTY BANK | DORAL, FL |
| 630838750 | UNITED BANK | ATMORE, AL |
| 590489540 | UNITED SOUTHERN BANK | UMATILLA, FL |
| 221186387 | VALLEY NATIONAL BANK | PASSAIC, NJ |
| 590500870 | WAUCHULA STATE BANK | WAUCHULA, FL |
| 941347393 | WELLS FARGO BANK, N.A. | SIOUX FALLS, SD |
| 821914784 | WINTER PARK NATIONAL BANK | WINTER PARK, FL |

Updated September 16, 2019

# ATTACHMENT B

Escambia County Sheriff's Office

FYE 9/30/19

# OFFICE OF THE SHERIFF
# ESCAMBIA COUNTY, FLORIDA
# INVESTMENT POLICAY INTERNAL CONTROLS

The controls are designed to protect the Sheriff's Office funds and to insure proper accounting and reporting of securities transactions. The controls will included, but are not limited to the following:

1. All securities purchased or sold will be transferred only under "delivery vs. payment" (d.v.p.) method to insure that funds or securities are not released until all criteria relating to the specific transaction are met.

2. The Chief Financial Officer is authorized to accept on behalf of and in the name of the Escambia County Sheriff's Office, bank trust receipts or confirmation as evidence of actual delivery of the obligation or securities in return for investment of funds.

3. Trust receipts or confirmations will fully describe the various obligation or securities held.

4. The receipt or confirmation will state that the investment is held in the name of the Escambia County Sheriff's Office.

5. Written documentation and/or confirmation of telephone transactions and/or wire transactions will be maintained.

6. There will be adequate separation of duties with clear delegation of authority among personnel handling investment functions.

7. Custodial safekeeping will be properly utilized.

8. Operation review and performance evaluation and reporting, interim and/or annual, will be completed by the Chief Financial Officer.

9. There will be an avoidance of bearer type securities.

10. There will be an avoidance of deliver type securities.

11. There will be specific limitations regarding securities losses and remedial actions will be taken as soon as possible should such losses occur.

12. A wire transfer agreement with the custodial bank outlining the various controls and security provisions for making and receiving wire transfers will be developed.

13. Prohibition of collusion will be developed into such controls.

# INVESTMENTS

Escambia County Sheriff's Office

FYE 9/30/19

**General Fund Interest Income**

At 9/30/19The Escambia County Sheriff's Office earned for the fiscal year the following amounts :

| | | |
|---|---|---|
| Oct | $ | 90.42 |
| Nov | $ | 93.43 |
| Dec | $ | 90.42 |
| Jan | $ | 93.43 |
| Feb | $ | 93.43 |
| Mar | $ | 84.39 |
| Apr | $ | 93.43 |
| May | $ | 90.41 |
| June | $ | 93.43 |
| July | $ | 84.38 |
| Aug | $ | 74.74 |
| Sep | $ | 74.74 |
| | | |
| Total for fiscal year 2019 | **$** | **1,056.65** |

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-16915** **Clerk & Comptroller's Report 14. 4.**
**BCC Regular Meeting** **Consent**
**Meeting Date:** 10/03/2019
**Issue:** Disposition of Records
**From:** Pam Childers, Clerk of the Circuit Court & Comptroller
**Organization:** Clerk & Comptroller's Office

## Recommendation:

Recommendation Concerning Disposition of Records

That the Board approve Records Disposition Document No. 695, for disposition of Board of County Commissioners' Records, Item 32, Minutes: Official Meetings, for the period of January 1, 2019, through May 31, 2019, in accordance with State Retention Schedule GS1, since the permanent records have been digitally imaged.

## Attachments

Records Disposition Doc 695

# RECORDS DISPOSITION DOCUMENT

NO. 695

PAGE 1 OF 1 PAGES

**1. AGENCY NAME and ADDRESS**

**HONORABLE PAM CHILDERS**
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
190 GOVERNMENTAL CENTER
PENSACOLA, FL 32502

**2. AGENCY CONTACT (Name and Telephone Number)**

**Heather Mahoney, Official Records**
For: Clerk to the Board

**(850) 595 - 3937 Ext.**

**3. NOTICE OF INTENTION:** The scheduled records listed in Item 5 are to be disposed of in the manner checked below (specify only one).

☒ a. Destruction ☐ b. Microfilming and Destruction ☐ c. Other _____

**4. SUBMITTED BY:** I hereby certify that the records to be disposed of are correctly represented below, that any audit requirements for the records have been fully justified, and that further retention is not required for any litigation pending or imminent.

Signature | **PAM CHILDERS** *Escambia County Florida Clerk of the Circuit Court & Comptroller* Name and Title | Date

**5. LIST OF RECORD SERIES**

| a. Schedule No. | b. Item No. | c. Title | d. Retention | e. Inclusive Dates | f. Volume In Cubic Feet | g. Disposition Action and Date Completed After Authorization |
|---|---|---|---|---|---|---|
| GS1 | 32 | MINUTES: OFFICIAL MEETINGS (TRANSCRIPTS: THE DOCUMENTS HAVE BEEN DIGITALLY IMAGED) | Permanent | January 1, 2019, through May 31, 2019 | 6.0 | |

**6. DISPOSAL AUTHORIZATION:** Disposal for the above listed records is authorized. Any deletions or modifications are indicated.

Custodian/Records Management Liaison Officer Date

**7. DISPOSAL CERTIFICATE:** The above listed records have been disposed of in the manner and on the date shown in column g.

Signature Date

Name and Title

Witness

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-16908** **Clerk & Comptroller's Report 14. 5.**
**BCC Regular Meeting** **Consent**
**Meeting Date:** 10/03/2019
**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 September 12, 2019;

B. Accept, for filing with the Board's Minutes, the Report of the Gary Sansing Public Forum held September 19, 2019;

C. Approve the Minutes of the Regular Board Meeting held September 19, 2019; and

D. Approve the Minutes of the Second Public Hearing of the Board of County Commissioners Regarding the Fiscal Year 2019-2020 County-Wide Budget held September 23, 2019.

## Attachments

20190912 CW Report
20190919 Public Forum Report
20190919 Regular BCC Meeting Minutes
20190923 Second Budget PH Minutes

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

**SEPTEMBER 12, 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
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Janice Gilley, County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office
Shamara Jernigan, Agenda Program Coordinator, 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 9:00 a.m.

2. Was the Meeting Properly Advertised?

   The C/W was advised that the Clerk's office did not receive the proof of publication for the C/W Workshop.

FOR INFORMATION: The Board discussed the Tech Park and potential plans for it, as well as the importance and necessity of setting aside money for training of the local workforce.

AGENDA ITEMS – Continued

3. ECUA Septic to Sewer Update

A. Board Discussion – The C/W viewed and discussed a PowerPoint presentation, which was also provided in hard copy, entitled *Emerald Coast Utilities Authority (ECUA) Sewer Expansion Program*, presented by Stacy Hayden, Director of Engineering at ECUA, and Tim Haag, Director of Utility Services and Planning at ECUA, and the C/W:

(1) Heard a brief introduction from Mr. Haag explaining that the sewer expansion program began in the late 1990s and that the current project is in the Brownsville area;

(2) Was advised by Mr. Hayden that:

- Sewer service through the expansion program has been provided to approximately 6,100 properties
- ECUA has spent over $45 million since the program's inception, and to date, over 4,600 septic tanks have been abandoned as a result of existing homes connecting to the sewer system
- The conversion rate from septic to sewer is approximately 76%
- ECUA typically waives the sewer impact fee of $1,600 for the first year to assist with new connections
- The average cost for new connection is approximately $7,000 and this cost is expected to rise
- Prioritization of expanded sewer service is generally conducted by evaluating proximity of septic systems to potable water wells, water bodies, the history of septic system failure in the area, soil conditions, and property owner participation
- ECUA frequently coordinates with other agencies to expand the sewer system during their capital improvement projects
- In the Brownsville community, the intended benefit is to improve water quality in Bayou Chico and the Pensacola Bay system and to provide a foundation for economic development along the community's major corridors of Cervantes Street, Mobile Highway, and "W" Street
- ECUA is interested in partnering with Escambia County to submit an appropriations request to the State through the legislative delegation for a 2 Phase stormwater improvement project in the Brownsville community
- Currently, a new sewer main is being installed on Lee Street between "T" Street and Kirk Street
- ECUA does not have available funding to commit to these 2 phase projects, but they have coordinated with County staff to join efforts to request funding for $2.5 million for Phase 1 and $4.5 million for Phase 2 from the State

(Continued on Page 3)

AGENDA ITEMS – Continued

3. Continued…

A. Continued…

(2) Continued…

- If funding can be secured at the requested levels, ECUA can then coordinate with the Florida Department of Transportation (FDOT) to install a sewer system along Cervantes Street and Mobile Highway prior to the FDOT roadway project initiation, which would represent a significant cost savings to the taxpayers and ECUA rate payers

(3) Was advised by Commissioner Bender that he would like to get an overview of all sewer services and the percentage of sewer in the County;

(4) Upon inquiry from Commissioner Bergosh, was advised by Mr. Hayden that the goal is to get citizens on gravity sewer versus low pressure, there are various ways the cost is covered for the switch from septic to sewer, citizens are made aware of the costs and the increase in bills, and that the switch is often driven by residents;

(5) Was advised by Commissioner Underhill that he is disappointed that Navy Boulevard is not included in the expansion and that he has concerns about the increase in cost of living;

(6) Was advised by Mr. Hayden that the targeted areas have the best chance of success when asking for appropriations from the State;

(7) Heard comments from Commissioner May regarding the need to lobby the Department of Environmental Protection (DEP) and the championing of the bill;

(8) Was advised by Mr. Haag that Navy Boulevard has not been placed on a shelf and is still central to the long-term plan, and that DEP's support has primarily focused on areas with natural springs;

(9) In response to inquiry from Commissioner Bergosh, was advised by Mr. Hayden that ECUA does not require citizens to convert from septic to sewer;

(10) Discussed the potential of increased costs to existing businesses in Brownsville and whether those businesses would have the choice on conversion to sewer;

(Continued on Page 4)

AGENDA ITEMS – Continued

3. Continued…

A. Continued…

(11) Heard comments from Tim Day, Environmental Programs Manager, advising that the benefits of conversion from septic to sewer does not only take into consideration the existing businesses in Brownsville, but also the ability to develop the infrastructure to the highest and best use, and that there are incentives to convert for the first twelve months, but those incentives are lost beyond that time period;

(12) Was advised by Commissioner Barry that he was supportive of allowing ECUA and their lobbyist to take the lead and the County acting as a supportive agent; he would also like to have ECUA follow up with his office concerning other areas in his district;

(13) Heard comments from Commissioner Bender regarding moving the sewer treatment facility and his desire to see entities working closer together on coordinating projects;

(14) Heard comments from Commissioner May concerning the importance of improving the Brownsville corridor and his concerns over the funding if the appropriations do not come through;

(15) Was advised by Mr. Hayden that Lee Street is currently in the budget, but the other phases are not;

(16) Heard comments from Commissioner Underhill regarding the lack of a District 3 representative on the ECUA Board and the recommendation to send a letter to the Governor; and heard comments from Commissioner May advising that a letter is in progress; and

(17) Was advised by Mr. Hayden that ECUA has set aside $500,000 for the Lee Street project and that Escambia County's Community Redevelopment Agency has set aside $500,000; and

B. Board Direction – None.

AGENDA ITEMS – Continued

4. Legislative Agenda

A. Board Discussion – The C/W viewed and discussed a PowerPoint presentation, which was also provided in hard copy, entitled *Legislature Appropriation Requests,* presented by David Forte, Traffic and Transportation Manager, and Tim Day, Environmental Programs Manager, and the C/W:

(1) Was advised by Mr. Forte that:

- The State Legislature is looking for projects that will have "regional impacts" (economic development, congestion relief, environmental, freight, hurricane evacuations, etc.) and there is a November 15, 2019, deadline
  - Looking for 2-3 requests per local agency, but there is no minimum/maximum requirement
  - Looks highly on "shovel ready" projects, but all project phases can be requested
  - Local match/contribution increases interest
- Projects that could impact State Work Programs could pose challenges if ultimately approved by the Governor's Office
- Staff's proposed requests
  - Pine Forest Road Capacity Project – I-10 to Highway 297A
  - FDOT 5 Year Work Program Support
  - Brownsville Septic to Sewer Expansion Project
  - Estuary Program
  - Palafox Workforce Development Master Plan

(2) Discussed the Pine Forest Road Capacity Project; alternative methods of accomplishing the widening; the importance of not jeopardizing the Beulah Interchange and the Transportation Trust Fund; acquiring right-of-way and using it as a local match; and safety issues on Pine Forest and getting off the Interstate on Exit 5;

(3) Agreed that there was a better way to take on this project than as a Legislative ask; and was advised by Mr. Forte that FDOT is looking at improving Exit 5 as part of the four-laning of Nine Mile Road;

(4) Heard comments from Commissioner Underhill and Andrew Holmer, Development Services Manager, regarding a parcel of property for sale on Pine Forest Road and the Development Order on that Property;

(Continued on Page 6)

AGENDA ITEMS – Continued

4. Continued…

A. Continued…

(5) Discussed the FDOT 5 Year Work Program Support; was advised by Mr. Forte that the Department has programmed approximately $420 million to Escambia County; and agreed to unanimously support the Program with a letter of support;

(6) Discussed the Brownsville Septic to Sewer Expansion; was advised by Mr. Day that it would be a good water project; and agreed to drop the project off the County's list and support the project with ECUA taking the lead and the County being the supportive agency;

(7) Was advised by Mr. Day that the Estuary Program has two parts, which includes developing a long-term strategic action plans and the funding of mini-grants;

(8) Discussed whether this project would compete with the Brownsville septic to sewer project; was advised by Mr. Day that in his opinion the projects are different enough to not compete; and was advised by Commissioner Underhill that he would pull his support for this project if it puts the Brownsville project at risk;

(9) Agreed to support this request and have staff fill out the applications once they are fine-tuned with a list of projects, but asked staff to find out if there were any risks to the other projects and to bring it back before the Board if there were; and

(10) Discussed the Palafox Workforce Development Master Plan and agreed that this would be an excellent RESTORE project, but not a legislative ask; and

B. Board Direction – None.

COMMISSIONER MAY WAS ABSENT DURING THE DISCUSSION OF THIS ITEM

5. Progress Update on the New Correctional Facility

This agenda item was not discussed.

AGENDA ITEMS – Continued

6. ECAT Update

A. Board Discussion – The C/W viewed and discussed a PowerPoint presentation, which was also provided in hard copy, entitled *Escambia County Area Transit Comprehensive Operations Analysis Phase 2 Route Modifications,* presented by Tonya Ellis, Interim Mass Transit Director, and the C/W:

(1) Was advised by Ms. Ellis that:

- The four key areas identified to improve service for ECAT (Escambia County Area Transit) include: safety and security, system efficiency, customer experience, and employee engagement
- These elements have been shared with the Union
- A Homeland Security Transit System Safety Assessment has been scheduled in order to get additional funding
- ECAT is working with the West Florida Regional Planning Council and the TPO (Transportation Planning Organization) on bus stop accessibility
- Customer surveys are being completed and new technologies are being looked at
- ECAT has been selected for a potential pilot program by the FDOT for mobile ticketing
- National ridership is down around 8% and ECAT's ridership is down around 6%
- The routes with the largest ridership are around the Davis Highway area and Cordova Mall and areas with low ridership include the NAS to Airport route, the 12th Avenue East Pensacola Heights route, and the beach jumper routes
- Regarding the City versus the County, currently over 30% of ridership and locations are within the City and the remaining portion is within the County

(2) Heard comments and discussion from the Committee regarding infrastructure (such as shelters and benches) at bus stops and advertising dollars, including how they could be increased and are currently utilized;

(3) Was advised by Ms. Ellis that a grant has been applied for to increase ADA compliance and amenities on the street;

(4) Requested that staff bring back a plan for increasing ADA compliance and the number of benches at bus stops so that the Board can take a vote and align finances;

(5) Was advised by Ms. Ellis that ECAT's farebox fixed route recovery rate is at 10.6% for 2019 and that the revenue from the Summer Wheels program is around $9,665 per year;

(Continued on Page 8)

AGENDA ITEMS – Continued

6. ECAT Update

A. Continued…

(6) Heard Commissioner Barry's request for staff to bring back a recommendation to the Board to implement the program all year, discussed the requirements to access this program, including age ranges and school attendance, and considered working with UWF to potentially reimburse a portion of fares for UWF students with funds set aside for a joint project;

(7) Was advised by Commissioner Underhill that ECAT's farebox recovery rate is below average and he is not supportive of free rides to some but not others while mass transit is already inefficient;

(8) In response to inquiry from Commissioner Bergosh, was advised by Ms. Ellis that ECAT has met with Navy Federal and the West Florida Regional Planning Council to look at a potential route and that park and ride lots are being considered;

(9) Was advised by Ms. Ellis that after public outreach events and comment periods, the updated recommended route modifications include:

- Route 41 – Keep route, except Hyde Park Road to Firestone Boulevard and add service to Pensacola International Airport
- Route 57 – Keep Saturday service, no service beyond Corry Station main entrance gate, add service to Peachtree Commons (Twin Oaks) Apartments
- Route 59A – Eliminate route, portions of route 59A are added to Routes 41 and 59X
- Route 59X – Add service at 10:00 a.m. and last trip at 8:35 p.m. (weekday); Sunday through Thursday service starts at 10:00 a.m. and ends at 7:50 p.m.; Friday through Saturday service astarts at 10:00 a.m. and ends at 1:10 a.m.; add service on New Warrington Road
- Route 61 – Keep Saturday service, begin route at ECAT Transfer Center, terminate south end service at Casino Beach, and increase from three to five trips daily
- Route 64 – Keep Friday service, run service from Memorial Day through Labor Day

(10) Ms. Ellis advised that public hearings would be required for route changes of the magnitude presented;

(Continued on Page 9)

AGENDA ITEMS – Continued

6. ECAT Update

A. Continued…

(11) Was advised by Commissioner Underhill that he feels these modifications are moving in the right direction and that he is interested to see how the changes affect core routes; and

(12) Agreed that the route modifications are good as presented, and asked Ms. Ellis to work with County Administrator Gilley to bring recommendations back to the Board for approval; and

B. Board Direction – None.

7. Firefighter Cancer Benefits

This agenda item was not discussed.

8. Adjourn

Vice Chairman Barry declared the C/W Workshop adjourned at 12:16 p.m.

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

**SEPTEMBER 19 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
Janice Gilley, County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office
Krykyt Fisher, Office Assistant III, Clerk and Comptroller's Office
Shamara Jernigan, Agenda Program Coordinator, County Administrator'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 Gary Sansing Public Forum to Order at 8:31 a.m.

2. Speakers

   The Board heard comments from the following individuals:

   Margaret Hostetter  Kevin Wade  Melissa Pino

3. Adjournment

   Chairman May declared the Gary Sansing Public Forum adjourned at 8:43 a.m.

**MINUTES OF THE REGULAR MEETING OF**
**THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

**SEPTEMBER 19, 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
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Janice Gilley, County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office
Krykyt Fisher, Office Assistant III, Clerk and Comptroller's Office
Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office

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

Minutes prepared by: DeLana Allen-Busbee

## REGULAR BCC AGENDA

1. Call to Order

   Chairman May called the Regular Meeting of the Board of County Commissioners to order at 9:00 a.m.

2. Invocation

   The Board observed a moment of silence.

3. Pledge of Allegiance to the Flag

   Commissioner Barry led the Pledge of Allegiance to the Flag.

REGULAR BCC AGENDA – Continued

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

| |
|---|
| **Motion:** Move as amended |
| **Made by:** Commissioner Barry<br>**Seconded by:** Commissioner Underhill |
| **Disposition:** Carried unanimously |

5. Commissioners' Forum:

   A. District 1 – Commissioner Bergosh provided comments;

   B. District 4 – Commissioner Bender provided comments;

   C. District 5 – Commissioner Barry provided comments;

   D. District 3 – Commissioner May provided comments; and

   E. County Administrator Gilley also provided comments

6. 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 Board of County Commissioners – Escambia County, Florida, Meeting Schedule September 16 – September 20, 2019,* as published in the *Pensacola News Journal* on September 14, 2019.

| |
|---|
| **Motion:** Move the waiving of the reading |
| **Made by:** Commissioner Underhill<br>**Seconded by:** Commissioner Bergosh |
| **Disposition:** Carried unanimously |

**CLERK & COMPTROLLER'S REPORT** – Honorable Pam Childers, Clerk of the Circuit Court and Comptroller

## I. CONSENT AGENDA

1. Recommendation: That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections for the June 2019 returns received in the month of July 2019, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the tenth month of collections for the Fiscal Year 2019; total collections for the month of June 2019 returns was $1,920,830.02; this is a 12.70% increase over June 2018 returns; total collections year to date are 11.52% more than the comparable time frame in Fiscal year 2019.

| |
|---|
| **Motion:** Move the Clerk's Report Items 1 through 5 |
| **Made by:** Commissioner Underhill<br>**Seconded by:** Commissioner Bergosh |
| **Disposition:** Carried unanimously |

2. Recommendation: That the Board adopt and authorize the Chairman to sign, the Resolution [R2019-91] authorizing the write-off of $10,854.64 of returned checks and accounts receivables in various funds of the County that have been determined to be uncollectible debts.

| |
|---|
| **Motion:** Move the Clerk's Report Items 1 through 5 |
| **Made by:** Commissioner Underhill<br>**Seconded by:** Commissioner Bergosh |
| **Disposition:** Carried unanimously |

3. Recommendation: That the Board accept, for filing with the Board's Minutes, the Oaths of Office for Escambia County Health Facilities Authority Board Members Arthur J. Hall, Jr. and J. H. Keith Bullock, who were each reappointed to new four-year terms by the Board of County Commissioners on August 15, 2019.

| |
|---|
| **Motion:** Move the Clerk's Report Items 1 through 5 |
| **Made by:** Commissioner Underhill<br>**Seconded by:** Commissioner Bergosh |
| **Disposition:** Carried unanimously |

CLERK & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

4. Recommendation: That the Board accept, for filing with the Board's Minutes, the certified proof of publication of the advertisement of the Notice of Intent by the Escambia Clerk of Court to initiate forfeiture by September 1, 2019, against unclaimed monies held by the Office of the Clerk of the Circuit Court and Comptroller, as published in the Escambia Sun Press on July 18, 2019.

| |
|---|
| **Motion:** Move the Clerk's Report Items 1 through 5 |
| **Made by:** Commissioner Underhill<br>**Seconded by:** Commissioner Bergosh |
| **Disposition:** Carried unanimously |

5. Recommendation: That the Board take the following action concerning Minutes and Reports prepared by the Clerk to the Board's office:

   A. Approve the Minutes of the Escambia County Area Transit Authority Meeting held September 5, 2019;

   B. Accept, for filing with the Board's Minutes, the Reports of the Agenda Work Session and the Gary Sansing Public Forum held September 5, 2019;

   C. Approve the Minutes of the Regular Board Meeting held September 5, 2019; and

   D. Approve the Minutes of the First Public Hearing of the Board of County Commissioners Regarding the Fiscal Year 2019/2020 County-Wide Budget held September 10, 2019.

| |
|---|
| **Motion:** Move the Clerk's Report Items 1 through 5 |
| **Made by:** Commissioner Underhill<br>**Seconded by:** Commissioner Bergosh |
| **Disposition:** Carried unanimously |

**GROWTH MANAGEMENT REPORT –** Horace Jones, Director, Development Services Department

## I. ACTION ITEMS

1. Recommendation: That the Board review and adopt the Resolution [R2019-92] and fee schedule and the pertinent provisions contained therein and attached as Exhibit "A" to the Resolution.

| |
|---|
| **Motion:** Move the Item<br>**For Information:** This Resolution provides for certain reduced fees and other provisions related to opting out of the Mid-West Escambia County Plan. |
| **Made by:** Commissioner Barry<br>**Seconded by:** Commissioner Bergosh |
| **Disposition:** Carried unanimously |
| **Speaker(s):** Jacqueline Rogers and Theresa Blackwell |

2. Recommendation: That the Board take the following action concerning a two-year, at-large appointment/reappointment to the Escambia County Planning Board:

   A. Reappoint Alan Gray effective September 19, 2019, through September 18, 2021;

   OR

   B. Appoint Van Hibberts effective September 19, 2019, through September 18, 2021;

   OR

   C. Appoint Robert Rollins effective September 19, 2019, through September 18, 2021;

   OR

   D. Appoint Brian Harris effective September 19, 2019, through September 18, 2021.

| |
|---|
| **Motion:** Move that we drop Item 2 of the Growth Management Report<br>**For Information:** Director Jones advised the Board that he would like this item dropped and brought back to the October 17, 2019, meeting. |
| **Made by:** Commissioner Underhill<br>**Seconded by:** Commissioner Barry |
| **Disposition:** Carried unanimously |

GROWTH MANAGEMENT REPORT – Continued

## II. CONSENT AGENDA

1. Recommendation: That the Board authorize the scheduling of the following Public Hearings for October 3, 2019:

   A. 5:48 p.m. - A Public Hearing - Large Scale Map Amendment - LSA-2019-01 (second of two public hearings)

   *Summary: Applicant is requesting to change the Future Land Use of a 98.03 (+/-) acres on Frank Reeder Rd from P, Public to MU-U, Mixed-Use Urban*

   B. 5:49 p.m.- A Public Hearing to amend the Official Zoning Map to include the following Rezoning Case heard by the Planning Board on August 6, 2019:

| | |
|---|---|
| **Case No.:** | **Z-2019-08** |
| Address: | 5501 Frank Reeder Road and 9045 Security Place |
| Property Reference No.: | 05-1S-31-1101-000-000 |
| Property Size: | 98.03 (+/-) acres |
| From: | None, No zoning designation |
| To: | HC/LI, Heavy Commercial & Light Industrial district (25 du/acre) |
| FLU Category: | MU-U, Mixed-Use Urban (pending approval LSA-2019-01) |
| Commissioner District | 5 |
| Requested by: | Adam Cobb, Emmanuel Sheppard & Condon, Agent for Navy Federal Credit Union, Owner |
| Planning board Recommendation: | Approval |
| Speakers: | Sally Fox, Margaret Hostetter, Melissa Pino |

| |
|---|
| **Motion:** Move the Consent Agenda with the amendment<br>**For Information:** Director Jones advised the Board that item B was amended to District 1 instead of District 5. |
| **Made by:** Commissioner Underhill<br>**Seconded by:** Commissioner Bergosh |
| **Disposition:** Carried unanimously |

**COUNTY ADMINISTRATOR'S REPORT –** Janice Gilley, County Administrator

## I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1. Recommendation: That the Board take the following action regarding the Clinical Externship Education Affiliation Agreement between Escambia County and the Fortis Institute for the provision of allowing emergency medical billing students to participate in health care educational activities utilizing the County's EMS Billing facilities:

   A. Approve the Clinical Externship Education Affiliation Agreement with the Fortis Institute, Pensacola, Florida, to allow medical billing students to receive billing experience under the auspices of Escambia County Public Safety Department commencing the effective date of the Agreement until terminated by either party; and

   B. Authorize the County Administrator to execute the Agreement.

| |
|---|
| **Motion:** Move the Technical Public Service Agenda in its entirety |
| **Made by:** Commissioner Underhill<br>**Seconded by:** Commissioner Bergosh |
| **Disposition:** Carried unanimously |

2. Recommendation: That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, allowing the number of sound decibels to exceed 70 dbA (sound level measurement when measured by a sound level meter at or within the property boundary of the receiving land use) for the Fireworks Event from a Barge on the Soundside of Quietwater Beach for the Soundside Merchants Association Lighted Boat Parade on December 7, 2019, from 8:00 p.m., to 8:30 p.m.

| |
|---|
| **Motion:** Move the Technical Public Service Agenda in its entirety |
| **Made by:** Commissioner Underhill<br>**Seconded by:** Commissioner Bergosh |
| **Disposition:** Carried unanimously |

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

3. Recommendation: That the Board take the following action concerning the Work Annex Commissary Agreement, PD 13-14.044:

   A. Authorize the termination of PD 13-14.044, effective March 31, 2020, in order to put this Agreement's termination in sync with the Jail's Inmate Commissary Agreement (PD 13-14.063); and

   B. Authorize the County Administrator to sign the notice of termination.

| |
|---|
| **Motion:** Move the Technical Public Service Agenda in its entirety |
| **Made by:** Commissioner Underhill<br>**Seconded by:** Commissioner Bergosh |
| **Disposition:** Carried unanimously |

4. Recommendation: That the Board approve the Request for Disposition of Property Form for the Corrections Department, listing four items. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be approved for disposal.

| |
|---|
| **Motion:** Move the Technical Public Service Agenda in its entirety |
| **Made by:** Commissioner Underhill<br>**Seconded by:** Commissioner Bergosh |
| **Disposition:** Carried unanimously |

5. Recommendation: That the Board approve the 13 Request for Disposition of Property Forms for the Mosquito Control Division under the Department of Natural Resources Management, for property that is described and listed on the Disposition Forms, with reasons for the disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested the items be disposed of in compliance with Florida Statute Chapter 388.323 under the Florida Department of Agriculture and Consumer Services, Mosquito Control Division.

| |
|---|
| **Motion:** Move the Technical Public Service Agenda in its entirety |
| **Made by:** Commissioner Underhill<br>**Seconded by:** Commissioner Bergosh |
| **Disposition:** Carried unanimously |

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

6. Recommendation: That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Local Agency Program (LAP) Supplemental Agreement No. 001, between the State of Florida Department of Transportation and Escambia County, for the design of the Escambia County Ferry Landing at Quietwater Beach PH II Project:

   A. Ratify the Chairman's signature for the State of Florida Department of Transportation LAP Supplemental Agreement No. 001, between the State of Florida Department of Transportation and Escambia County, for the design of the Escambia County Ferry Landing at Quietwater Beach PH II Project, which updates FDOT's Exhibit 1 within the executed Agreement; and

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

| |
|---|
| **Motion:** Move the Technical Public Service Agenda in its entirety |
| **Made by:** Commissioner Underhill<br>**Seconded by:** Commissioner Bergosh |
| **Disposition:** Carried unanimously |

7. Recommendation: That the Board approve and authorize the Chairman to sign the Second Amendment to the Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc., to reallocate funding in the amount of $235,000, from personnel related expenses to direct programming activities and $205,000, from operations related expenses to direct programming activities within the approved Fiscal Year 2018-2019 Budget, as revised in Exhibit "A." This Amendment is for Visit Pensacola, Inc., only and does not include Pensacola Sports Association (PSA), and Arts, Culture, and Entertainment (ACE). There is no change in the Fiscal Year 2018-2019 total budget allocation to Visit Pensacola.

| |
|---|
| **Motion:** Move the Technical Public Service Agenda in its entirety |
| **Made by:** Commissioner Underhill<br>**Seconded by:** Commissioner Bergosh |
| **Disposition:** Carried unanimously |

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

8. Recommendation: That the Board confirm the hiring of William “Bart” Siders as the Director of Information Technology with an annual salary of $105,809 per year, a $400 monthly vehicle allowance, plus benefits as outlined in the offer letter, to be effective Monday, October 21, 2019. This position is currently budgeted in the Fiscal year 2019 - 2020 Budget and will replace the interim Director of Information Technology, Scott McDonald.

   [Funding: Fund 001, General Fund, Cost Center 270102, Object Code 51201]

| |
|---|
| **Motion:** Move the Technical Public Service Agenda in its entirety |
| **Made by:** Commissioner Underhill<br>**Seconded by:** Commissioner Bergosh |
| **Disposition:** Carried unanimously |

9. Recommendation: That the Board support the annual "Day of Caring" on Friday, October 4, 2019, sponsored by the United Way of Escambia County, as a public purpose, thereby authorizing:

   A. Employees participating will receive Administrative Leave for each hour they participate, up to a maximum of eight hours;

   B. Employees who normally work Monday through Thursday, four, 10 hour days, would receive straight time Compensatory Leave for each hour they participate instead of getting paid overtime, unless payment is otherwise in accordance with collective bargaining Agreements; and

   C. If their participation lasts less than four hours, the employees are expected to return to work.

| |
|---|
| **Motion:** Move the Technical Public Service Agenda in its entirety |
| **Made by:** Commissioner Underhill<br>**Seconded by:** Commissioner Bergosh |
| **Disposition:** Carried unanimously |

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

10. Recommendation: That the Board approve and authorize the Chairman to sign the Dedication of Public Right-of-Way Easement for a proposed 57-foot-wide by 811-foot-long easement along the western side of the County's recently acquired pit parcel located off of Godwin Lane, as requested by Patrick Resmondo.

    This property is located in Commission District 1.

| |
|---|
| **Motion:** Move the Technical Public Service Agenda in its entirety |
| **Made by:** Commissioner Underhill<br>**Seconded by:** Commissioner Bergosh |
| **Disposition:** Carried unanimously |

## II. BUDGET/FINANCE CONSENT AGENDA

1. Recommendation: That the Board approve and authorize the Chairman to sign the Annual Certified Budget for Mosquito Control for Fiscal Year 2019-2020, as required by the Florida Department of Agriculture and Consumer Services, Division of Agricultural Environmental Services, relating to the Mosquito Control Division, Department of Natural Resources Management.

   [Funding: Fund 106, Mosquito and Arthropod Control, Cost Center 220703, M & A State One Funds]

| |
|---|
| **Motion:** Move Items 1 and 2 as they are |
| **Made by:** Commissioner Barry<br>**Seconded by:** Commissioner Underhill |
| **Disposition:** Carried unanimously |

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2. Recommendation: That the Board approve and authorize the County Administrator to execute the following Change Order #1 to Dynamic Security, Inc., adding funds for security coverage at the Ernie Lee Magaha Government Complex and the Central Office Complex for the remainder of the fiscal year, as specified:

| | |
|---|---|
| Department: | County Administration |
| Type of Change Order: | Addition |
| Change Amount: | $13,000 |
| Vendor: | Dynamic Security, Inc. |
| Project Name: | N/A |
| Contract: | PD 15-16.051 |
| Purchase Order #: | 190246 |
| Change Order #: | 1 |
| Original Award Amount: | $55,000 |
| Cumulative Amount of COs through this Change Order: | $13,000 |
| New PO Total: | $68,000 |

Due to documented concerns regarding the safety of employees and the public during ingress and egress at the Central Office Complex, security coverage was added to the facility in March 2019, increasing the utilization of this purchase order.

[Funding Source: General Fund 001, Cost Center 110201 - $13,000]

| |
|---|
| **Motion:** Move Items 1 and 2 as they are |
| **Made by:** Commissioner Barry<br>**Seconded by:** Commissioner Underhill |
| **Disposition:** Carried unanimously |

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

3. Recommendation: That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of $50,000, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Public Safety Department, for Fiscal Year 2019/2020:

| | Vendor | Amount | Contract Number |
|---|---|---|---|
| A. | Uniti Fiber, LLC<br>Vendor Number: 193781<br>911 Network<br>Fund: 145 (E-911)<br>Cost Center: 330404 | $52,000 | PD 18-19.044 |
| B. | Bound Tree Medical<br>Vendor Number:<br>02153<br>Medical Supplies/Equipment<br>Fund: 408 (EMS)<br>Cost Center: 330302 | $124,000 | PD 14-15.083 |
| C. | Bound Tree Medical<br>Vendor Number: 02153<br>Pharmaceutical<br>Supplies Fund: 408<br>(EMS)<br>Cost Center: 330302 | $22,000 | PD 14-15.084 |
| D. | City of Pensacola<br>Vendor Number: 406544<br>Support of 9-1-1<br>Telecommunications<br>Fund: 145 (E911<br>Operations) Cost<br>Center: 330404 | $246,000 | Agreement with Automatic Renewal, as amended. Approved by BCC 01/23/1996 |

(Continued on Page 14)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

3. Continued…

| | | | |
|---|---|---|---|
| E. | Henry Schein, Inc.<br>Vendor Number: 131760<br>Medical<br>Supplies/Equipment<br>Fund: 408 (EMS)<br>Cost Center: 330302 | $165,000 | MMCAP<br>MMS18016 |
| F. | Henry Schein, Inc.<br>Vendor Number: 131760<br>Pharmaceutical<br>Supplies Fund: 408<br>(EMS)<br>Cost Center: 330302 | $50,000 | Blanket Purchase Order |
| G. | Cardinal Health Vendor:<br>030976<br>Pharmaceutical /Medical<br>Supplies Fund:<br>408(EMS)<br>Cost Center: 330302 | $90,000 | Florida State Contract 268-000-0401 |
| H. | Howell Truck & Giant<br>Tire Service Vendor<br>Number: 410406<br>Fire Apparatus Tire<br>Repair Fund: 143 (Fire<br>Protection) Cost Center:<br>330206 | $80,000 | Blanket Purchase Order |
| I. | Howell Truck & Giant<br>Tire Service Vendor<br>Number: 410406<br>Fire Apparatus Tire<br>Repair Fund: 408 (EMS)<br>Cost Center: 330302 | $60,000 | Blanket Purchase Order |

(Continued on Page 15)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

3. Continued…

| | | | |
|---|---|---|---|
| J. | Verizon Wireless Vendor: 220218 Cell Service Fund: 001 (General) 408 (EMS) Cost Centers: 330402,330403,330801, 330302 | $75,000 | Florida State Contract 1011-008C |
| K. | Verizon Wireless Vendor: 220218 Cell Service Fund: 143 (Fire Protection) Cost Center: 330206 | $50,268 | Florida State Contract 1011-008C |
| L. | Galls, Inc. Vendor: 070290 Uniforms Fund: 001 (General) 408 (EMS Cost Centers: 330402, 330403, 330302 | $135,000 | PD 16-17.093 |
| M. | Galls, Inc. Vendor: 070290 Uniforms Fund: 143 (Fire) Cost Center: 330206 | $80,000 | PD 16-17.093 |
| N. | Ward International Trucks, LLC Vendor Number: 230580 Ambulance Repair Fund: 408 (EMS) Cost Center: 330302 | $550,000 | Blanket Purchase Order |

(Continued on Page 16)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

3. Continued…

| | | | |
|---|---|---|---|
| O. | Ward International Trucks, LLC Vendor Number: 230580 Apparatus Repair Fund: 143 (Fire Services) Cost Center: 330206 | $50,000 | Blanket Purchase Order |
| P. | G & S Holdings, LLC Vendor Number: 050992 Apparatus Repair Fund: 143 (Fire Services) Cost Center: 330206 | $125,000 | Blanket Purchase Order |
| Q. | Teleflex Vendor Number: 425904 Medical Supplies Fund: 408 (EMS) Cost Center: 330302 | $100,000 | Blanket Purchase Order |
| R. | Infor Public Sector, Inc. Vendor Number: 090615 Fund: 001 (General) 145 (Fire) 408 (EMS) Cost Centers: 330403, 330206, 330302 | $61,754 | Original Equipment Manufacturer Maintenance Renewal |
| S. | McKesson Medical-Surgical, Inc. Vendor Number: 423474 Medical Supplies Fund: 408 EMS Cost Center: 330302 | $75,000 | MMCAP MMS18000 Blanket Purchase Order |

(Continued on Page 17)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

3. Continued…

| | | | |
|---|---|---|---|
| T. | Knowles On Site Repair, Inc. Vendor Number: 423016 Apparatus Repair<br>Fund: 145 (Fire)<br>Cost Center: 330206 | $100,000 | Blanket Purchase Order |
| U. | Sunbelt Fire, Inc.<br>Vendor Number: 195886<br>Fund: 145 (Fire)<br>Cost Center: 330206 | $250,000 | Blanket Purchase Order |
| V. | Ten-8 Fire Equipment Inc Vendor Number: 200935<br>Fund: 145 (Fire)<br>Cost Center: 330206 | $90,000 | PD 18-19.003 |
| W. | AT&T<br>Vendor Number: 010542<br>911 Communications<br>Fund:145 (E-911)<br>Cost Center: 330404 | $192,000 | Annual Support Service for Original Equipment |

| |
|---|
| **Motion:** Drop it and bring it back |
| **Made by:** Commissioner Barry<br>**Seconded by:** Commissioner Underhill |
| **Disposition:** Carried unanimously |

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

4. Recommendation: That the Board, for the Fiscal Year 2019/2020, approve the issuance of blanket and/or individual Purchase Orders in excess of $50,000, based upon previously awarded Contracts, contractual Agreements or annual requirements for the Library Services Department as follows:

| | Vendor/Contractor | Amount | Contract Number |
|---|---|---|---|
| A. | American Facility Services<br>Vendor Number: 012106<br>Facility Cleaning Services<br><br>Fund: 113 (Library Fund)<br>Cost Center: 110501 (Operations)<br>Amount: $115,000 | $115,000 | PD 17-18.014 |
| B. | Blue Arbor, Inc.<br>Vendor Number: 023818<br>Temporary Labor Services<br><br>Fund: 113 (Library Fund)<br>Cost Center: 110501 (Operations)<br>Amount: $310,000 | $310,000 | PD 14-15.041 |
| C. | Dynamic Security Services, Inc.<br>Vendor Number: 010368<br>Facility Security Services<br><br>Fund: 113 (Library Fund)<br>Cost Center: 110501 (Operations)<br>Amount: $90,000 | $90,000 | PD 15-16.051 |
| D. | Brodart<br>Vendor Number: 025970<br>Library Materials<br><br>Fund: 113 (Library Fund)<br>Cost Center: 110501 (Operations)<br>Amount: $290,000 | $290,000 | 55101500-ACS-17-1 |

(Continued on Page 19)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

4. Continued…

| | | | |
|---|---|---|---|
| E. | Midwest Tape<br>Vendor Number: 133307<br>Library Materials<br><br>Fund: 113 (Library Fund)<br>Cost Center: 110501 (Operations)<br>Amount: $160,000 | $160,000 | 55101500-ACS-17-1 |
| | | | |

| |
|---|
| **Motion:** Move the Item |
| **Made by:** Commissioner Barry<br>**Seconded by:** Commissioner Bergosh |
| **Disposition:** Carried unanimously |

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

5. Recommendation: That the Board approve the issuance of blanket and/or individual Purchase Orders, in excess of $50,000, for the Fiscal Year 2019-2020, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements, for the Information Technology Department, Information Technology Telecommunications, and Information Technology Library Services, as follows:

| | Vendors/Contractor | Amounts | Contract Numbers |
|---|---|---|---|
| A. | CDW LLC<br>CDW Government LLC<br>Vendor Number: 026963<br>Adobe Renewal and AutoCad<br>Fund: 001<br>Cost Center: 270102 | $60,000 | |
| B. | Cox Communications<br>Vendor Number: 423771<br>Internet Services, PRI Services, Metro-E<br>Funds: 001 – General Fund<br>Cost Center: 270103 IT/Telecommunications<br>Fund: 113 – Library Fund<br>Cost Centers: 110503 IT/Library Services | $90,000 | |
| C. | Environmental Systems Research Institute (ESRI)<br>Vendor Number: 051291<br>Geographical Information Systems Software Support and Maintenance<br>Fund: 001 – General Fund<br>Cost Center: 270102 IT | $80,000 | |
| D. | Microsoft Corporation<br>Vendor Number: V0000577<br>Microsoft Services and Support shared with Sheriff<br>Fund: 001 – General Fund<br>Cost Center: 270102 IT | $100,000 | |

(Continued on Page 21)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

5. Continued…

| | | | |
|---|---|---|---|
| E. | PC Specialists, Inc.<br>DBA Technology Integration Group (TIG)<br>Vendor Number: 150525<br>Maintenance Renewal, switches, routers, VOIP Equipment, and Professional services<br>Funds: 001 – General Fund<br>Cost Centers: 270102 IT<br>Cost Center 270103 – IT/Telecommunications<br>Fund: 113 – Library Fund<br>Cost Center: 110503 IT/Library Services | $400,000 | State of Florida Contract 43220000-WSCA-14-ACS<br>State of Florida NASPO Contract: AR2472 |
| F. | SHI<br>Vendor Number: 193696<br>Volume Licensing Agreement W/Microsoft Corp<br>Fund: 001 – General Fund<br>Cost Center: 270102 IT<br>Fund: 113 – Library Fund<br>Cost Center: 110503 IT/Library Services | $750,000 | State of Florida Contract #43230000-15-02 |
| G. | SmartCop, Inc.<br>Vendor Number: 193560<br>Jail Management System<br>Fund: 001 General Funds<br>Cost Center: 270102 | $80,000 | |
| H. | South Central Planning & Development Commission<br>Vendor Number: 424032<br>MyGovernmentOnline.org Services<br>Fund: 001 – General Fund<br>Cost Center 270102 IT | $90,000 | |

(Continued on Page 22)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

5. Continued…

| | | | |
|---|---|---|---|
| I. | Uniti Fiber/Southern Light<br>Vendor Number: 193781<br>Internet Services<br>Fund: 001 General Fund<br>Cost Center: 270103 IT/Telecommunications<br>Fund: 113 – Library Fund<br>Cost Center: 110503 IT/Library Services | $350,000 | PD 14-15.099 |

| |
|---|
| **Motion:** Move the Item |
| **Made by:** Commissioner Bergosh<br>**Seconded by:** Commissioner Underhill |
| **Disposition:** Carried unanimously |

6. Recommendation: That the Board approve and authorize the Chairman to sign the Low Income Pool Letter of Agreement between Escambia County Board of County Commissioners on behalf of Escambia Community Clinics, Inc. (ECC), D/B/A Community Health Northwest Florida, Inc., and the State of Florida, Agency for Health Care Administration, allowing the ECC to participate in the Agency for Health Care Administration's Low Income Pool, in an amount not to exceed $385,637.

   The Letter of Agreement will allow the ECC, to participate in the Agency for Health Care Administration's (AHCA) Low Income Pool, which will provide matching funds to ECC for the costs of uncompensated charity care for low-income individuals who are uninsured. The County will send AHCA $385,637, and AHCA will return to ECC a total of $827,143.

| |
|---|
| **Motion:** Move the Item |
| **Made by:** Commissioner Barry<br>**Seconded by:** Commissioner Bergosh |
| **Disposition:** Carried unanimously |

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

7. Recommendation: That the Board take the following action concerning Chubb Cyber Enterprise Risk Management Insurance and Public Officials Liability:

   A. Approve the payment to USI Insurance Services, LLC, in the amount of $24,381, for Cyber, Enterprise Risk Management Insurance written through Chubb Group of Insurance Companies (ACE American Insurance Company) for the period of October 1, 2019, through September 30, 2020; and

   B. Approve the payment to USI Insurance Services, LLC in the amount of $45,110, for Public Officials Liability written through Chubb Group of Insurance Companies (ACE American Insurance Company) for the period of October 1, 2019, through September 30, 2020.

   [Funding: Fund 501, Internal Service, Cost Center 140835, Object Code 54501]

| |
|---|
| **Motion:** Move the Item |
| **Made by:** Commissioner Barry<br>**Seconded by:** Commissioner Underhill |
| **Disposition:** Carried unanimously |

8. Recommendation: That the Board approve the payment to the Florida Municipal Insurance Trust for the Workers' Compensation Insurance renewal for Escambia County, effective October 1, 2019, through September 30, 2020, in the amount of $1,425,041, with a $100,000 per occurrence deductible.

   [Funding: Fund 501, Internal Service, Cost Center 140834, Object Code 54501]

| |
|---|
| **Motion:** Move the Item |
| **Made by:** Commissioner Barry<br>**Seconded by:** Commissioner Bergosh |
| **Disposition:** Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers |

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Recommendation: That the Board take the following action concerning General Lines Insurance Agent:

   A. Approve the utilization of the first of two possible one-year renewal periods provided for under the Agreement of June 16, 2016 (PD 15-16.039); and

   B. Approve the payment to USI Insurance Services, LLC, in the amount of $130,000, in accordance with PD 15-16.039, General Lines Insurance Agent and the amended Agreement of November 16, 2017, for the period of October 1, 2019, through September 30, 2020.

   [Funding: Fund 501, Internal Service, Cost Center 140835, Object Code 54501]

| |
|---|
| **Motion:** Move the Item in the affirmative |
| **Made by:** Commissioner Bender<br>**Seconded by:** Commissioner Bergosh |
| **Disposition:** Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers |

10. Recommendation: That the Board approve the following concerning Business Auto Liability Insurance for Escambia County Area Transit:

    Payment to USI Insurance Services, LLC, for the Business Auto Insurance Policy, written through Preferred Governmental Insurance Trust (PGIT) for Escambia County Area Transit (ECAT), with a $1,000,000 Auto Liability limit and statutory Personal Injury Protection, effective October 1, 2019, through September 30, 2020, in the amount of $92,647, with a $10,000 deductible.

    This is the optional second year of coverage effective October 1, 2019, through September 30, 2020, as approved by Board action on 09/20/2018.

    [Funding: Fund 501, Internal Service, Cost Center 140835, Object Code 54501]

| |
|---|
| **Motion:** Move 10 in the affirmative |
| **Made by:** Commissioner Bender<br>**Seconded by:** Commissioner Barry |
| **Disposition:** Carried unanimously |

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

11. Recommendation: That the Board take the following action concerning insurance for the Escambia County Jail:

A. Approve the payment to USI Insurance Services, LLC, for the Law Enforcement Liability Insurance policy written through AB Risk (Wholesale Broker) and issued through Public Risk Underwriters of Texas underwritten by QBE Specialty Insurance company effective October 01, 2019, through September 30, 2020, in the amount of $515,000 with a $100,000 deductible; and

B. Approve the payment to USI Insurance Services, LLC, for the Professional Liability (Medical Malpractice) Insurance policy written through AB Risk (Wholesale Broker) and issued through Pro-Praxis Insurance and underwritten by certain underwriters at Lloyd's, London, effective October 1, 2019, through September 30, 2020, in the amount of $193,307, with a $75,000 deductible.

[Funding: Fund 501, Internal Service, Cost Center 140835, Object Code 54501]

| |
|---|
| **Motion:** Move to approve A and B |
| **Made by:** Commissioner Bender<br>**Seconded by:** Commissioner Barry |
| **Disposition:** Carried unanimously |

12. Recommendation: That the Board approve and authorize the County Administrator to execute the following Change Order on Purchase Order 181180, to H2Engineering:

| | |
|---|---|
| Department: | Facilities Management |
| Type: | Addition |
| Amount: | $56,590 |
| Vendor: | H2Engineering |
| PO#: | 181180 |
| Fund | 311 (Series 2017 Project Fund) |
| Cost Center: | 290408 (County Jail Facility) |
| Account: | 56201 (Buildings) |
| Original PO Amount | $305,000 |
| New PO Amount: | $361,590 |

(Continued on Page 26)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Continued…

[Funding: Fund 311, Series 2017 Project Fund, Cost Center 290408, County Jail Facility, Object Code 56201, Buildings, Project #14SH2728, Detention Facilities]

| |
|---|
| **Motion:** Move the Item in the affirmative |
| **Made by:** Commissioner Underhill<br>**Seconded by:** Commissioner Bender |
| **Disposition:** Carried unanimously |

13. Recommendation: That the Board, for Fiscal Year 2019/2020, approve the issuance of blanket and/or individual Purchase Orders, in excess of $50,000, based upon previously-awarded Contracts, Contractual Agreements or annual requirements for the Public Works Department, as follows:

| | | | |
|---|---|---|---|
| A | **Verizon Wireless** (Vendor #220218)<br>Cell, GTAC and Tablet Svc<br>Fund 175, Cost Center 260101, 54101<br>(Road Admin) | $100,000 | |
| B | **McPherson Companies, Inc.** (Vendor #130667)<br>Gasoline and Diesel Fuel<br>Fund 001, Cost Center 260107, 55204<br>(SRI Public Works) | $150,000 | |
| C | **Charles Neely Corp.** (Vendor #150532)<br>DBA PR Chemical & Paper Supply<br>Fund 001, Cost Center 260107, 55201<br>(SRI Public Works) | $125,000 | PD 18-19.041 |
| D | **Blue Arbor, Inc.** (Vendor #023818)<br>Temporary Labor Services<br>Fund 001, Cost Center 260107, 53401<br>(SRI Public Works) | $250,000 | PD 17-18.055 |
| E | **Southern Energy Company, Inc.** (Vendor #034871)<br>Gasoline and Diesel Fuel<br>Fund 501, Cost Center 260206, 55204<br>(Fuel Distribution) | $6,500,000 | PD 16-17.087 |
| F | **Vulcan Signs** (Vendor #220810)<br>Sign Maintenance<br>Fund 175, Cost Center 260106, 55201<br>(Sign Maintenance) | $75,000 | |

(Continued on Page 27)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Continued…

| | | | |
|---|---|---|---|
| G | **Steadham Enterprises** (Vendor #010105)<br>DBA A-1 Small Engines<br>Small Engine Parts<br>Fund 175, Cost Center 260201, 54601<br>(Fleet Maintenance) | $110,000 | PD 15-16.006 |
| H | **Gulf Coast Truck & Equipment Co.** (Vendor #072900)<br>Heavy Truck Parts/Supplies<br>Fund 175, Cost Center 260201, 56401<br>(Fleet Maintenance) | $100,000 | Proprietary Parts, Mack Brand Trucks |
| I | **Beard Equipment Company** (Vendor #022300)<br>Heavy Equipment Parts<br>Fund 175, Cost Center 260201, 54601<br>(Fleet Maintenance) | $100,000 | Proprietary Parts John Deere Equip |
| J | **Tractor & Equipment Co, Inc.** (Vendor #202301)<br>Heavy Equipment Parts<br>Fund 175, Cost Center 260201, 54601<br>(Fleet Maintenance) | $150,000 | Proprietary Parts, Komatsu Equipment |
| K | **Thompson Tractor Co, Inc.** (Vendor #010781)<br>Heavy Equipment Parts (CAT)<br>Fund 175, Cost Center 260201, 54601<br>(Fleet Maintenance) | $100,000 | Proprietary Parts, Caterpillar Equipment |
| L | **Howell's Truck & Giant Tire Svc, Inc.** (Vendor #410406) Light & Heavy Equipment Tires<br>Fund 175, Cost Center 260201, 54601<br>(Fleet Maintenance) | $100,000 | State Contract 25172500-WSCA-15-ACS |
| M | **Southern Tire Mart, LLC** (Vendor #426199)<br>Light & Heavy Equipment Tires<br>Fund 175, Cost Center 260201, 54601<br>(Fleet Maintenance) | $100,000 | State Contract 25172500-WSCA-15-ACS |
| N | **ATI NAPA** (Vendor #015006)<br>Parts, Supplies, Repair & Maintenance<br>Fund 175, Cost Center 260201, 54601<br>(Fleet Maintenance) | $100,000 | |

(Continued on Page 28)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Continued…

| | | | |
|---|---|---|---|
| O | **ATI Traction** (Vendor #203005)<br>Parts, Supplies, Repair & Maintenance<br>Fund 175, Cost Center 260201, 54601<br>(Fleet Maintenance) | $100,000 | |
| P | **Network Fleet, Inc.** (Vendor #420510)<br>GPS Hardware, Installation & Monitoring<br>Fund 175, Cost Center 260201, 55201 & 53401<br>(Fleet Maintenance) | $225,000 | GS-07F-5559R |
| Q | **ATI NAPA** (Vendor #015006)<br>Oil/Grease and Lubricant<br>Fund 175, Cost Center 260102, 55201<br>(Road Maintenance) | $100,000 | PD 18-19.038 |
| R | **Panhandle Grading & Paving** (Vendor #160114)<br>Road Construction Material<br>Fund 175, Cost Center 260102, 55301<br>(Road Maintenance) | $75,000 | PD 17-18.096 |
| S | **Marshall Baron Investments, Inc.** (Vendor #013789) DBA Arcadia Culvert Metal Pipe<br>Fund 175, Cost Center 260102, 55301<br>(Road Maintenance) | $75,000 | |
| T | **Roads, Inc. of NWF** (Vendor #182328)<br>Asphalt<br>Fund 175, Cost Center 260102, 55301<br>(Road Maintenance) | $200,000 | PD 17-18.096 |
| U | **Woerner Landscape Source, Inc.** (Vendor #233840)<br>Sod<br>Fund 175, Cost Center 260102, 55301<br>(Road Maintenance) | $75,000 | |
| V | **Mid South Paving** (Vendor #133305)<br>Road Construction Materials<br>Fund 175, Cost Center 260102, 55301<br>(Road Maintenance) | $75,000 | PD 17-18.096 |

(Continued on Page 29)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Continued…

| | | | |
|---|---|---|---|
| W | **Ferguson Enterprises, Inc.** (Vendor #060880)<br>a/k/a Ferguson Mill Supply<br>Polyethylene Pipe<br>Fund 175, Cost Center 260102, 55301<br>(Road Maintenance) | $100,000 | |
| X | **American Concrete Supply, Inc.** (Vendor #011899)<br>Concrete<br>Fund 175, Cost Center 260102, 55301<br>(Road Maintenance) | $75,000 | |

| |
|---|
| **Motion:** Move the Item |
| **Made by:** Commissioner Barry<br>**Seconded by:** Commissioner Underhill |
| **Disposition:** Carried unanimously |

14. Recommendation: That the Board, for Fiscal Year 2019/2020, approve the issuance of blanket and/or individual Purchase Orders, in excess of $50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements for the Corrections Department, as follows:

| | Vendor/Contractor | Amount | Contract Number |
|---|---|---|---|
| A. | Attenti US, Inc.<br>Vendor Number: 010097<br>Electronic Monitoring Services<br><br>Fund: 001 (General)<br>Cost Center: 290307 (Pre-Trial Release)<br>Amount: $85,860<br><br>Fund: 114 (Misdemeanor Probation)<br>Cost Center: 290301 (Misdemeanor Probation)<br>Amount: $26,424 | $112,284 | WSCA-NASPO Contract #00212 as provided for in PD 15-16.017 |

(Continued on Page 30)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

14. Continued…

| | | | |
|---|---|---|---|
| B. | Drug Free Workplaces, Inc.<br>Vendor Number: 042368<br>Drug Screening Services<br><br>Fund: 001 (General)<br>Cost Center: 290307 (Pre-Trial Release)<br>Amount: $43,800<br><br>Fund: 114 (Misdemeanor Probation)<br>Cost Center: 290301 (Misdemeanor Probation)<br>Amount: $22,500<br><br>Fund: 114 (Misdemeanor Probation)<br>Cost Center: 290305 (Residential Probation)<br>Amount: $250<br><br>Fund: 114 (Misdemeanor Probation)<br>Cost Center: 290306 (Pre-Trial Diversion)<br>Amount: $450 | $67,000 | PD 18-19.020 |
| C. | Aramark Corporation<br>Vendor Number: 013778<br>Escambia County Jail Food Service and Commissary Services<br><br>Fund: 001 (General)<br>Cost Center: 290401 (Detention)<br>Amount: $1,325,147<br><br>Fund: 111 (Detention/Jail Commissary)<br>Cost Center: 290406 (Detention/Jail Commissary)<br>Amount: $72,179 | $1,397,326 | PD 13-14.063 and<br>PD 13-14.065 |

(Continued on Page 31)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

14. Continued…

| | | | |
|---|---|---|---|
| D. | Baptist Hospital, Inc.<br>Vendor Number: 400239<br>Emergency Inmate Medical Care<br><br>Fund: 001 (General)<br>Cost Center: 290402 (Inmate Medical)<br>Amount: $731,868 | $731,868 | Related to Emergency Inmate Medical Care |
| E. | Bob Barker Company, Inc.<br>Vendor Number: 020807<br>Laundry, Cleaning and Operating Supplies<br><br>Fund: 001 (General)<br>Cost Center: 290401 (Detention)<br>Amount: $74,000<br><br>Fund: 111 (Detention/Jail Commissary)<br>Cost Center: 290406 (Detention/Jail Commissary)<br>Amount: $96,000 | $170,000 | PD 18-19.041 |
| F. | Charles Neely Corp. DBA PR Chemical and Paper Supply<br>Vendor Number: 150532<br>Laundry, Cleaning and Operating Supplies<br><br>Fund: 001 (General)<br>Cost Center: 290401 (Detention)<br>Amount: $121,808<br><br>Fund: 111 (Detention/Jail Commissary)<br>Cost Center: 290406 (Detention/Jail Commissary)<br>Amount: $110,500 | $232,308 | PD 18-19.041 |

(Continued on Page 32)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

14. Continued…

| | | | |
|---|---|---|---|
| G. | Diamond Drugs<br>Vendor Number: 041283<br>Inmate Pharmacy Services<br><br>Fund: 001 (General)<br>Cost Center: 290402 (Inmate Medical)<br>Amount: $1,421,383 | $1,421,383 | PD 16-17.005 |
| H. | Galls, LLC<br>Vendor Number: 070290<br>Corrections Department Uniforms<br><br>Fund: 001 (General)<br>Cost Center: 290401 (Detention)<br>Amount: $71,289<br><br>Fund: 001 (General)<br>Cost Center: 290402 (Inmate Medical)<br>Amount: $1,884 | $73,173 | PD 18-19.048 |
| I. | George Smith<br>Vendor Number: 071238<br>Part-Time Physician Services; Inmate Medical<br><br>Fund: 001 (General)<br>Cost Center: 290402 (Inmate Medical)<br>Amount: $105,600 | $105,600 | PD 17-18.034 |
| J. | Locumtenens Holdings, LLC/Locumtenens.com, LLC<br>Vendor Number: 422395<br>Psychiatric Services; Inmate Medical<br><br>Fund: 001 (General)<br>Cost Center: 290402 (Inmate Medical)<br>Amount: $220,800 | $220,800 | PD 17-18.003 |

(Continued on Page 33)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

14. Continued…

| | | | |
|---|---|---|---|
| K. | Renal Care Group of the Southeast<br>Vendor Number: 420520<br>Inmate Dialysis Services<br><br>Fund: 001 (General)<br>Cost Center: 290402 (Inmate Medical)<br>Amount: $70,000 | $70,000 | Related to Emergency Inmate Medical Care |
| L. | Transition House<br>Vendor Number: XXXXXX<br>Residential Substance Abuse Treatment Program<br><br>Fund: 111 (Detention/Jail Commissary)<br>Cost Center: 290406 (Detention/Jail Commissary)<br>Amount: $100,000 | $100,000 | PD 18-19.073 |
| M. | Sacred Heart Health Systems<br>Vendor Number: 421701<br>Emergency Inmate Medical Care and Lab Testing<br><br>Fund: 001 (General)<br>Cost Center: 290402 (Inmate Medical)<br>Amount: $468,360 | $468,360 | Related to Emergency Inmate Medical Care |
| N. | Walton County Sheriff's Office<br>Vendor Number: 230384<br>Inmate Care and Custody<br><br>Fund: 001 (General)<br>Cost Center: 290401 (Detention)<br>Amount: $4,220,704<br><br>Fund: 001 (General)<br>Cost Center: 290402 (Inmate Medical)<br>Amount: $70,000 | $4,290,704 | Agreement BCC Approved 07/06/2017 |

(Continued on Page 34)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

14. Continued…

| | | | |
|---|---|---|---|
| O. | The Merchants Company<br>Vendor Number: 132992<br>Food Service Supplies; Escambia County Work Annex<br><br>Fund: 175 (Transportation Trust)<br>Cost Center: 290202 (Care and Custody)<br>Amount: $85,000 | $85,000 | PD 16-17.024 |
| P. | Sysco Gulf Coast, Inc.<br>Vendor Number: 196366<br>Food Service Supplies; Escambia County Work Annex<br><br>Fund: 175 (Transportation Trust)<br>Cost Center: 290202 (Care and Custody)<br>Amount: $55,000 | $55,000 | PD 16-17.024 |

| |
|---|
| **Motion:** Move the Item, extracting the item about the in-house program, "L" |
| **Made by:** Commissioner Barry<br>**Seconded by:** Commissioner Bender |
| **Disposition:** Carried unanimously |

15. Recommendation: That the Board approve the utilization of the second of two possible one-year renewal periods provided for under Section 2 of the following Agreements covered by PD 16-17.024:

A. Agreement Relating to Food Service Supplies, PD 16-17.024, between Sysco Gulf Coast, Inc., and Escambia County, Florida; and

B. Agreement Relating to Food Service Supplies, PD 16-17.024, between The Merchants Company, Inc., and Escambia County, Florida.

[Funding: Fund 175, Transportation Trust Fund; Cost Center 290202]

| |
|---|
| **Motion:** Move the Item |
| **Made by:** Commissioner Barry<br>**Seconded by:** Commissioner Bender |
| **Disposition:** Carried unanimously |

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

16. Recommendation: That the Board take the following action regarding purchase of CEW's (Conducted Electrical Weapons), also known as Tasers and accessories:

A. Authorize the County to utilize the National Purchasing Partners (NPP) d/b/a NPPGov, a national competitively solicited purchasing cooperative, Contract Number 1510, in accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval; and

B. Authorize the issuance of a Purchase Order for the purchase of Axon Enterprise, Inc., CEW's (Conducted Electrical Weapons), also known as Tasers and accessories, per Contract quotation Q-219230-43672.757GL, for the Corrections Department of Escambia County, Florida, to Axon Enterprise, Inc., in the amount of $88,786.

There are no local businesses able to sell CEW's (Conducted Electrical Weapons), also known as Tasers, therefore the Board-adopted policy regarding local businesses having the opportunity to bid is not applicable.

[Funding: Fund 352, LOST III, Cost Center 290407, Object Code 56401 Project Number 19SH4198]

| |
|---|
| **Motion:** Move the Item |
| **Made by:** Commissioner Barry<br>**Seconded by:** Commissioner Bergosh |
| **Disposition:** Carried unanimously |

17. Recommendation: That the Board take the following action regarding the purchase of Motorola portable radios, subscriber programing and accessories:

A. Authorize the County to utilize the NASPO ValuePoint Contract, a national competitively solicited purchasing cooperative, Contract Number 06913, in accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval; and

B. Authorize the issuance of a Purchase Order for the purchase of Motorola portable radios, subscriber programing and accessories, per contract quotation QU0000480738, for the Corrections Department of Escambia County, Florida, to Motorola Solutions, Inc., in the amount of $50,041.20.

(Continued on Page 36)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

17. Continued…

[Funding: Fund 352, LOST III, Cost Center 290407, Object Code 56401 Project Number 19SH4198]

| |
|---|
| **Motion:** Move the Item in the affirmative |
| **Made by:** Commissioner Underhill<br>**Seconded by:** Commissioner Barry |
| **Disposition:** Carried unanimously |

18. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, and Triple Point Industries, LLC, per the terms and conditions of solicitation PD 18-19.088, Chemical Water Treatment, for a period of one year, with options for up to two additional one-year renewals, for a maximum of thirty-six months, effective upon execution of the Agreement, in the amount of $14,928 annually.

This solicitation was emailed to 60 registrants in Vendor Registry representing 41 firms; 38 firms viewed the solicitation and 21 firms downloaded the solicitation. One bid response was received.

[Funding: Fund 001, General Fund; Cost Center 310203, Facilities Maintenance, Object Code 54601, Repairs and Maintenance]

| |
|---|
| **Motion:** Move the Item in the affirmative |
| **Made by:** Commissioner Underhill<br>**Seconded by:** Commissioner Barry |
| **Disposition:** Carried unanimously |

19. Recommendation: That the Board approve and authorize the County Administrator to sign a Purchase Order between Escambia County, Florida, and Pediatric Emergency Standards, Inc., for 60 Pediatric Resuscitation Units, per the terms and conditions of PD 18-19.058, Pediatric Resuscitation System for a total amount of $52,301.80.

[Funding: Fund 110, Grant, Cost Center 330318, Object Code 56401, $39,831; and Fund 408, EMS, Cost Center 330302, Object Code 56401, $12,470.80]

| |
|---|
| **Motion:** Move the Item |
| **Made by:** Commissioner Bergosh<br>**Seconded by:** Commissioner Bender |
| **Disposition:** Carried unanimously |

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

20. Recommendation:

A. That the Board approve, and authorize the County Administrator to execute, the following three Change Orders, adding funds for parts to repair the ECAT Fleet, other County Department fleets, and the Paratransit ECCT Fleet; and

B. Ratify the County Administrators signature on two change orders 190409-3 and 190409-4. Due to an oversight, these change orders were processed without prior approval of the Board.

| | | | |
|---|---|---|---|
| DEPARTMENT: | Mass Transit | Mass Transit | Mass Transit |
| DIVISION: | Maintenance | Maintenance | Maintenance |
| TYPE: | Addition | Addition | Addition |
| AMOUNT: | $10,000 | $10,000 | $20,000 |
| VENDOR: | Pete Moore Chevrolet | Creative Bus Sales | Gillig |
| PURCHASE ORDER: | 190409 | 190481 | 190520 |
| CHANGE ORDER: | 5 | 2 | 4 |
| ORIGINAL AWARD AMOUNT: | $40,000 | $40,000 | $85,000 |
| Change Order #1 | $10,000 | $9,000 | -$17,000 |
| Change Order #2 | $40,000 | N/A | $10,000 |
| Change Order #3 | $3,000 | N/A | $7,000 |
| Change Order #4 | $7,000 | N/A | N/A |
| CUMULATIVE AMOUNT OF CHANGE ORDERS THROUGH THIS CHANGE ORDER: | $70,000 | $19,000 | $20,000 |
| NEW PURCHASE ORDER TOTAL: | $110,000 | $59,000 | $105,000 |

[Funding: Funding is available in Fund 104, Mass Transit, Outside Fleet Maintenance, Cost Center 211213, Object Code 54606 in the amount of $20,000 - the cumulative total needed for PO 190409 and PO 190481. Funding of $20,000 needed for PO 190520 is available in Fund 104, Mass Transit, Fleet Maintenance, Cost Center 211217, Object Code 54606.]

| |
|---|
| **Motion:** Move the Item |
| **Made by:** Commissioner Barry<br>**Seconded by:** Commissioner Bender |
| **Disposition:** Carried unanimously |

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

21. Recommendation: That the Board take the following action concerning the acceptance of the donation of a Public Road and Right-of-Way Easement (approximately 0.0150 acres) for the traffic island located on Mariners Oaks Court from Mariners Oaks Homeowners Association, Inc.:

A. Accept the donation of a Public Road and Right-of-Way Easement for the traffic island located on Mariners Oaks Court for road improvements;

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

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

D. Authorize the Chairman or Vice Chairman to accept the Easement as of 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 1.

[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.

Funds for removal of the traffic island are available in Local Option Sales Tax (LOST) III Neighborhood Improvement Program (NIP) – Traffic Calming - Fund 352, Cost Center 210107, Object Code 56301, Project Number 12EN1738.]

| |
|---|
| **Motion:** Move the Item |
| **Made by:** Commissioner Bergosh<br>**Seconded by:** Commissioner Barry |
| **Disposition:** Carried unanimously |

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

22. Recommendation: That the Board approve the third one-year renewal of the Agreement for Security Services with Dynamic Security Services Inc. d/b/a Dynamic Security Inc., per PD 15-16.051 Security Services for Various County Buildings, which include the Ernie Lee Magaha Government Complex, West Florida Public Libraries, County (Corrections) Office Building, and the Central Office Complex. The original Agreement was approved by the Board on August 4, 2016, with subsequent one-year renewals approved on October 5, 2017, and September 20, 2018. This is the third of four one-year renewal options, per the Agreement.

    [Funding Source: General Fund 001, Cost Center 110201 (Ernie Lee Magaha, Central Office Complex); General Fund 001, Cost Center 290307 (County Office Building); Library Fund 113, Cost Center 110501 (West Florida Public Libraries)]

| |
|---|
| **Motion:** Move the Item |
| **Made by:** Commissioner Barry<br>**Seconded by:** Commissioner Underhill |
| **Disposition:** Carried unanimously |

23. Recommendation: That the Board approve the issuance of individual Purchase Orders, in excess of $50,000, for Fiscal Year 2019-2020, based upon previously awarded Contracts and/or Agreements, as follows:

| | | |
|---|---|---|
| A. | Gentry and Associates, LLC<br>Vendor Number: 071229<br>State Lobbyist Contract, PD 17-18.052<br>Fund: 001<br>Cost Center: 110201 / 53101<br>BCC Approved: July 5, 2018 | $60,000 |
| B. | Alcalde and Fay LTD, Inc.<br>Vendor Number: 010368<br>Federal Lobbyist Contract, PD 16-17.038<br>Fund: 001<br>Cost Center: 110201 / 53101<br>BCC Approved: July 18, 2017 | $82,000 |

(Continued on Page 40)

II. BUDGET/FINANCE CONSENT AGENDA – Continued

23. Continued…

| | | |
|---|---|---|
| C. | Dynamic Security Services, Inc.<br>Vendor Number: 042841<br>Security Services, PD 15-16.051<br>Fund: 001<br>Cost Center: 110201 / 53101<br>BCC Approved: August 4, 2016, October 5, 2017, and September 20, 2018 | $90,000 |

| |
|---|
| **Motion:** Move the Item in the affirmative |
| **Made by:** Commissioner Underhill<br>**Seconded by:** Commissioner Barry |
| **Disposition:** Carried unanimously |

24. Recommendation: That the Board take the following action concerning the current multi-year Agreements with CPC Office Technologies, for the lease and maintenance of copying and printing equipment:

A. Ratify the multi-year lease and maintenance Agreements that are already in effect and authorize the County Administrator to sign new Agreements reflecting the appropriate signature authority;

B. Award a Purchase Order to CPC Office Technologies, in the amount of $25,863, according to the multi-year Agreement for the lease of copying and printing equipment for the Office of the Trial Court Administrator, which includes offices in Escambia, Santa Rosa, and Okaloosa Counties; and

C. Award a Purchase Order to CPC Office Technologies, in the amount of $4,176, according to the multi-year maintenance Agreement associated with the lease of copying and printing equipment for the Office of the Trial Court Administrator, which includes offices in Escambia, Santa Rosa, and Okaloosa Counties.

[Funding: Fund 115, Article V Court Administration, Cost Centers 410503, 410515, 410516, 410502, Object Codes 54401 and 54601]

| |
|---|
| **Motion:** Move the Item |
| **Made by:** Commissioner Barry<br>**Seconded by:** Commissioner Bergosh |
| **Disposition:** Carried unanimously |

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

25. Recommendation: That the Board approve the Funding Allocation of $1,500 from Commissioner Lumon May's Discretionary Fund to New Beginnings Publishing 28th Anniversary Year Celebration and Awards Program.

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

| |
|---|
| **Motion:** Move Items 25 and 26 together in the affirmative |
| **Made by:** Commissioner Barry<br>**Seconded by:** Commissioner Bergosh |
| **Disposition:** Carried unanimously |

26. Recommendation: That the Board approve the Funding Allocation of $1,500 from Commissioner Lumon May's Discretionary Fund to sponsor the Pensacola High School Football Booster Club.

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

| |
|---|
| **Motion:** Move Items 25 and 26 together in the affirmative |
| **Made by:** Commissioner Barry<br>**Seconded by:** Commissioner Bergosh |
| **Disposition:** Carried unanimously |

COUNTY ADMINISTRATOR'S REPORT – Continued

## III. FOR DISCUSSION

1. Recommendation: 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. Council on Aging of West Florida, in the amount of $7,500;
   B. Beulah Academy of Science PTSA, in the amount of $1,000;
   C. Beulah Middle School PTSA, in the amount of $1,500;
   D. WSRE-TV Foundation, Inc., in the amount of $5,000; and
   E. American Legion Auxiliary Unit 340, in the amount of $1,000.

   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]

| |
|---|
| **Motion:** Move III-1, Items A, B, C, D, and E in the affirmative |
| **Made by:** Commissioner Underhill<br>**Seconded by:** Commissioner Barry |
| **Disposition:** Carried unanimously |

2. Recommendation: That the Board approve a change in the service days and hours the Westside Branch Library is open to the public and the addition of hours at the Brownsville Community Center Library. This change will allow nine more public service hours per week at no additional expense to the County.

| |
|---|
| **Motion:** Move that we drop the Item |
| **Made by:** Commissioner Underhill<br>**Seconded by:** Commissioner Barry |
| **Disposition:** Carried unanimously |

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

3. Recommendation: That the Board take the following action regarding the acquisition of real property (approximately 5.48 acres) located at 3330, 3360, and 3380 West Park Place, from Fairfield Drive Properties, LLC:

   A. Authorize the purchase of three parcels of real property located at 3330, 3360, and 3380 West Park Place (approximately 5.48 acres), owned by Fairfield Drive Properties, LLC, for the Delano/Herman Streets Drainage Improvement Project, for $1,400,000, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

   B. Approve, by super-majority vote, the Contract for Sale and Purchase for the acquisition of three parcels of real property located at 3330, 3360, and 3380 West Park Place (approximately 5.48 acres) from Fairfield Drive Properties, LLC, for $1,400,000; and

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

   [Funding Source: Fund 352, Local Option Sales Tax (LOST) III/Hazard Mitigation Grant Program (HMGP), Cost Center 210124, Object Code 56101, Project 17EN3743. Funds spent toward this project are eligible for reimbursement through the HMGP. The additional acquisition cost ($165,000) will be covered by LOST III, Cost Center 210107, Object Code 56101, Project #12EN1763.]

   These properties are located in Commission District 3.

| |
|---|
| **Motion:** Move that we drop Item #3 to give the Administrator an opportunity to further staff the issue |
| **Made by:** Commissioner Underhill<br>**Seconded by:** Commissioner Bender |
| **Disposition:** Carried unanimously |

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

4. Recommendation: That the Board take the following action regarding the conveyance of the Restrictive Easements to the United States by and through the Department of the Navy:

   A. Approve the conveyance of the following Restrictive Easements to the United States, by and through the Department of the Navy, in consideration for payment and otherwise pursuant to the terms of the Encroachment Protection Contribution Agreements:

| Property Location | Approximate Acreage | Amount |
|---|---|---|
| 613 South Navy Boulevard | 0.47 | $70,000 (appraised value) |
| 615 & 617 South Navy Boulevard | 0.72 | $119,000 (appraised value) |
| 621 South Navy Boulevard | 0.19 | $59,500 (appraised value) |
| 4100 Block of Blue Angel Parkway | 8.955 | $187,000 (50% of the County's interest) |

   B. Adopt, and authorize the Chairman to execute, the Resolutions [R2019-93, R2019-94, R2019-95, and R2019-96] approving the conveyance of the Restrictive Easements in accordance with the Encroachment Protection Contribution Agreements; and

   C. Authorize the Chairman or Vice Chairman to execute the Encroachment Protection Contribution Agreements, Restrictive Easements, and any other documents necessary to complete the transaction.

   [Funding: Incidental expenses related to the sale of the easements will be covered by Fund 352, LOST III, Cost Center 220102, NESD Capital Projects, Object Code 56101, Project 19NE4188, Defense Infrastructure Match.]

   The subject properties are located in Commission District 2.

| |
|---|
| **Motion:** Move the Item in the affirmative |
| **Made by:** Commissioner Underhill<br>**Seconded by:** Commissioner Bergosh |
| **Disposition:** Carried unanimously |

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

5. Recommendation: That the Board take the following action concerning the Waste Services Department PN60193 CAT D8T Track Type Tractor:

   During the regular Board of County Commissioners (BCC) meeting on 09/05/2019, the Board removed CAR II-9 from the Agenda, and requested that staff obtain additional information associated with the Certified Rebuild of a County-owned CAT D8T PN60193. Based on discussion and direction from the Board, staff was to conduct a full cost benefit analysis comparing the certified rebuild unit with the purchase of a new unit. Key areas to address were residual value, cooperative purchasing contracts and warranties. Staff's findings have been included in the Recommendation background.

   Considering the performance history of previous Certified Rebuilds, costs savings, residual value risk, procurement timeline, and the ability to repurpose an existing asset, performing a certified rebuild is the preferred option.

   A. Approve and authorize the issuance of a Purchase Order Contract to Thompson Tractor, Inc., SS 18-19.001, in the amount of $568,192.63, for a Certified Rebuild of the County owned PN60193 CAT D8T Track Type Tractor;

      OR

   B. Approve the procurement of a new Heavy Waste Handler Track Type Tractor, per BCC procurement policies, to include pricing from a competitively solicited cooperative purchasing Contract.

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

| |
|---|
| **Motion:** Move the Item and approve the rebuild |
| **Made by:** Commissioner Bergosh<br>**Seconded by:** Commissioner Underhill |
| **Disposition:** Carried unanimously |
| **Speaker(s):** Rucker Brown |

**COUNTY ATTORNEY'S REPORT** – Alison Rogers, County Attorney

## I. FOR ACTION

1. Recommendation: That the Board authorize the scheduling of a public hearing on Thursday, October 3, 2019, at 5:33 p.m. to consider an Ordinance repealing Volume I, Chapter 99, Section 99-1 through 99-2 and dissolving the Escambia County Area Transit Authority as a Dependent Special District of Escambia County for the purpose of providing public transportation.

| |
|---|
| **Motion:** Move the Item in the affirmative |
| **Made by:** Commissioner Underhill<br>**Seconded by:** Commissioner Barry |
| **Disposition:** Carried unanimously |
| **Speaker(s):** Michael Lowery |

2. Recommendation: That the Board take the following action:

   A. Approve the sale to Gulf Power Company of Pipeline Easements over six County parcels in exchange for payment of $35,000; and

   B. Authorize the Chairman or Vice Chairman to execute the Pipeline Easements, Acknowledgment of Payment Due to Owner, and any other documents necessary to complete the transaction.

| |
|---|
| **Motion:** Move it |
| **Made by:** Commissioner Barry<br>**Seconded by:** Commissioner Bergosh |
| **Disposition:** Carried unanimously |

## II. FOR DISCUSSION

1. Recommendation: That the Board discuss giving conceptual approval to the salary proposal presented by Doctor Tim Gallagher, expected Interim Medical Examiner, to District One Medical Examiner Support (DOMES) for the period beginning October 1, 2019.

| |
|---|
| **Motion:** Move to support both Items in the affirmative<br>**For Information:** County Attorney Rogers advised the Board that she wanted to verbally add a second part to her item, which is that the Board agree to retain Dr. Thogmartin at a rate of $180 per hour on an as-needed basis to help the State Attorney in the recruitment of potential candidates for Medical Examiner. |
| **Made by:** Commissioner Underhill<br>**Seconded by:** Commissioner Bender |
| **Disposition:** Carried 4-1, with Commissioner Bergosh voting "no" |

COUNTY ATTORNEY'S REPORT – Continued

## III. FOR INFORMATION

1. Recommendation: That the Board accept the following informational report concerning the National Prescription Opiate Litigation, Case No. 1:17-MD-2804.

| |
|---|
| **Disposition:** No action taken |
| **Speaker(s):** Margaret Hostetter |

## ITEMS ADDED TO THE AGENDA – COMMISSIONER JEFFREY W. BERGOSH

1. Recommendation: That the Board approve funding for $500 for Gulf Coast Kids House – "Breaking the Silence Luncheon" fundraiser on October 8, 2019, from Commissioner Jeff Bergosh's discretionary money, and approve a Purchase Order for this purpose.

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

| |
|---|
| **Motion:** Move your add-ons in the affirmative |
| **Made by:** Commissioner Underhill<br>**Seconded by:** Commissioner Bergosh |
| **Disposition:** Carried 4-0, with Commissioner May having left the meeting |

2. Recommendation: That the Board approve funding for $1,500 for Boy Scouts of America/Gulf Coast Council, "46th Annual Jerry Pate Boy Scout Invitational Gold Tournament" on October 24, 2019, from Commissioner Jeff Bergosh's discretionary money, and approve a Purchase Order for this purpose.

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

| |
|---|
| **Motion:** Move your add-ons in the affirmative |
| **Made by:** Commissioner Underhill<br>**Seconded by:** Commissioner Bergosh |
| **Disposition:** Carried 4-0, with Commissioner May having left the meeting |

**ITEMS ADDED TO THE AGENDA – COMMISSIONER STEVEN L. BARRY**

1. Recommendation: That the Board approve and authorize the Chairman's signature for a letter of support to the Department of Economic Opportunity for the Florida Job Growth Grant Application for the infrastructure improvements of The Bluffs project.

| |
|---|
| **Motion:** Approve the Chairman's signature on the Florida Job Growth Grant Fund Application |
| **Made by:** Commissioner Bender<br>**Seconded by:** Commissioner Underhill |
| **Disposition:** Carried 3-0, with Commissioner May and Commissioner Bergosh having left the meeting |

**ANNOUNCEMENTS** – None.

**ADJOURNMENT**

There being no further business to come before the Board, Vice Chairman Barry declared the Regular Meeting of the Board of County Commissioners adjourned at 11:04 a.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST:

Pam Childers
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

Approved: October 3, 2019

**MINUTES OF THE SECOND PUBLIC HEARING OF THE BOARD OF COUNTY COMMISSIONERS REGARDING THE FISCAL YEAR 2019/2020 COUNTY-WIDE BUDGET**

**SEPTEMBER 23, 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
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Janice Gilley, County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office
Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office

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

Minutes prepared by: DeLana Allen-Busbee

**AGENDA NUMBER**

1. Call to Order

   Chairman May called the Second Budget Public Hearing to order at 5:35 p.m.

2. Was the Meeting Properly Advertised?

   The Board was advised by DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office, that the *Notice of Proposed Tax Increase* and the *Budget Summary, County of Escambia – Fiscal Year 2019/2020*, were advertised in the *Pensacola News Journal* on September 20, 2019; the *Notice of Proposed Tax Increase* did include the date and time of the Public Hearing.

AGENDA NUMBER – Continued

3. Adoption of the Agenda

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

| |
|---|
| **Motion:** Move that we accept the agenda as advertised |
| **Made by:** Commissioner Underhill<br>**Seconded by:** Commissioner Barry |
| **Disposition:** Carried unanimously |

4. 5:31 p.m. Public Hearing

   A. Presentation of the Budget for Fiscal Year 2019/2020

   The Board was advised by County Administrator Gilley that:

   (1) This is the second of two required Public Hearings for the Board to adopt the Fiscal Year 2019/2020 Budget;

   (2) At its first Public Hearing held September 10, 2019, the Board of County Commissioners (BCC) adopted the Tentative Millage Rates and Budget for Fiscal Year 2019/2020; the law requires that, prior to consideration of the Final Budget, an explanation of the "Rolled Back Rate" be provided and entered into the records; the "Rolled Back Rate" is a computed millage rate that would generate the same amount of ad valorem tax dollars as the prior Fiscal Year, based on the proposed year's tax roll, excluding new construction;

   (3) The millage rates tentatively approved by the Board on September 10, 2019, are 6.6165 for the County-wide millage rate, .3590 for the Library Municipal Services Taxing Unit (MSTU), and .6850 for the Sheriff's Law Enforcement Municipal Services Taxing Unit; the aggregate of these millage rates proposed for Fiscal Year 2019/2020 is 4.32% above the "Rolled Back Rate" certified by the Property Appraiser; this represents the percentage increase in property taxes tentatively adopted by the Board;

   (4) Staff has recommended one amendment to the Fiscal Year 2019/2020 Tentative Budget; this amendment for an increase of $1,663,104, is for recommended adjustments to the Tentative Budget; and

   (5) The revised budget will result in a balanced unified budget for Fiscal Year 2019/2020 of $493,429,327, which is 3.41% more than the adopted Fiscal Year 2018/2019 Budget of $477,164,386; and

(Continued on Page 3)

AGENDA NUMBER – Continued

4. Continued…

B. Public Forum Speaker(s):

| | | |
|---|---|---|
| Sigrid Solgard | Melissa Pino | William “Cadillac” Banks |
| Connie Bookman | Laura Gilliam | Steve Hayes |
| Greg Strader | Arnetha Welcome | Robert Overton |
| Lewis Bear | Carolyn Shearman | Christine Kelly Fausel |
| Scott Luth | Cheryl Howard | |
| Costella Paige | Brian Wyer | |

The Board discussed funding for Outside Agencies; agreed that before funding is disbursed, organizations must answer the questions sent to them by staff; advised staff to put the funds for the Civic Center in a holding pattern for the future; made no changes to the funds placed in the Fiscal Year 2019/2020 amount adopted columns at the First Budget Public Hearing; and placed the following funding amounts in the Fiscal Year 2019/2020 amount adopted columns:

| Agency | FY 2020 Amount |
|---|---|
| Keep Pensacola Beautiful, Inc. | $51,000 |
| Gulf Coast Veteran’s Advocacy Council, Inc. | $5,000 |
| African-American Heritage Society | $30,000 |
| Gulf Coast Minority Chamber of Commerce, Inc. | $60,000 |
| West FL Historic Preservation Board, Inc. | $200,000 |
| Century Economic Development Initiative | $50,000 |
| Junior Achievement of Northwest Florida | $20,000 |
| Escambia County School Readiness Coalition | $238,875 |
| Naval Aviation Museum | $100,000 |
| Visit Pensacola (Three Cents TDT) | $5,945,000 |
| Visit Pensacola (Fourth Cent TDT) | $1,804,534 |
| PEDC | $600,000 |
| Summer Youth Pogram (Discussed adding new line/tab for this program) | $50,000 |

4. Continued…

C. Adoption of the Final Millage Resolution for Fiscal Year 2019/2020

Chairman May advised that the Chair would entertain a motion to adopt the Millage Resolution [R2019-97], presented in the agenda backup, of 6.6165 mills for the County-wide millage rate, .3590 for the Library MSTU [Municipal Services Taxing Unit], and .6850 for the Sheriff's Law Enforcement MSTU for Fiscal Year 2019/2020.

| |
|---|
| **Motion:** I would make that motion |
| **Made by:** Commissioner Barry<br>**Seconded by:** Commissioner Underhill |
| **Disposition:** Carried unanimously |

D. Adoption of a Resolution Amending the Tentative Fiscal Year 2019/2020 Budget

Recommendation: That the Board adopt the Resolution [R2019-98] amending the Fiscal Year 2019/2020 Tentative Budget in the increased amount of $1,663,104, for the following funds:

- General Fund
- Code Enforcement Fund
- Other Grants and Projects Fund
- Library Fund
- Article V Fund
- Development Review Fees Fund
- SHIP Fund
- Fire Protection Fund
- Community Redevelopment Fund
- Transportation Trust Fund
- MSBU Assessment Program
- Local Option Sales Tax IV Fund

(Continued on Page 4)

4. Continued…

D. Continued…

- Solid Waste Fund
- Building Inspection Fund
- Emergency Services Fund

| |
|---|
| **Motion:** I would make that motion<br>**For Information:** Stephan Hall, Budget Manager, and County Administrator Gilley, provided a synopsis of the changes encompassed in the budget amendment for the Board. |
| **Made by:** Commissioner Barry<br>**Seconded by:** Commissioner Bergosh |
| **Disposition:** Carried 4-1, with Commissioner Underhill voting “no” |

E. Adoption of the Final Budget Resolution for Fiscal Year 2019/2020

Chairman May advised that the Chair would entertain a motion to adopt the Final Budget Resolution [R2019-99] of $493,429,327, for Fiscal Year 2019/2020.

| |
|---|
| **Motion:** So moved, the stated motion for the full budget<br>**For Information:** County Attorney Rogers advised the Board to take a vote on the full amount of the budget, and then to take a second vote clarifying that Commissioner May was abstaining from the vote for Pathways for Change. |
| **Made by:** Commissioner Barry<br>**Seconded by:** Commissioner Bergosh |
| **Disposition:** Carried 4-1, with Commissioner Underhill voting “no” |

| |
|---|
| **Motion:** Move the funding for Pathways for Change<br>**For Information:** County Attorney Rogers advised the Board to take a vote on the full amount of the budget, and then to take a second vote clarifying that Commissioner May was abstaining from the vote for Pathways for Change. |
| **Made by:** Commissioner Barry<br>**Seconded by:** Commissioner Bergosh |
| **Disposition:** Carried 3-1, with Commissioner Underhill voting “no” and Commissioner May abstaining and filing Form 8B, Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers |

AGENDA NUMBER – Continued

5. Adoption of the Fiscal Year 2019/2020 Annual Budget for the Santa Rosa Island Authority

| |
|---|
| **Motion:** So moved<br>**For Information:** Chairman May advised that the Chair would entertain a motion to adopt the Fiscal Year 2019/2020 Annual Budget for the Santa Rosa Island Authority. |
| **Made by:** Commissioner Underhill<br>**Seconded by:** Commissioner Bender |
| **Disposition:** Carried unanimously |

6. Items Added to the Agenda

   There were no items added to the agenda.

**ADJOURNMENT**

There being no further business to come before the Board, Chairman May declared the Second Budget Public Hearing regarding the Fiscal Year 2019/2020 County-wide Budget of the Board of County Commissioners adjourned at 8:01 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST:

Pam Childers
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

Approved: October 3, 2019

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16839** **Growth Management Report 14. 1.**
**BCC Regular Meeting**
**Meeting Date:** 10/03/2019
**Issue:** Review of Rezoning Cases Heard by the Planning Board on September 3, 2019
**From:** HORACE JONES, Director
**Organization:** Development Services

## RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Cases Heard by the Planning Board on September 3, 2019

That the Board take the following action concerning the rezoning cases heard by the Planning Board on September 3, 2019:

A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2019-13 and Z-2019-14 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-2019-13** |
| Address: | 2071 Atwood Drive |
| Property Reference No.: | 18-1S-30-5201-000-024 |
| Property Size: | 3.50 (+/-) acres |
| From: | Com, Commercial district (25 du/acre) |
| To: | HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses (25 du/acre) |
| FLU Category: | MU-U, Mixed-Use Urban |
| Commissioner District: | 4 |
| Requested by: | Wiley C. "Buddy" Page, Agent for Dorothy Thompson, Owner |
| Planning Board Recommendation: | **Applicant requested that the case be pulled and the PB granted that request.** |

| | |
|---|---|
| Speakers: | Buddy Page |
| **2. Case No.:** | **Z-2019-14** |
| Address: | 9500 Hillview Drive |
| Property Reference: | 05-1S-30-0407-190-001 |
| Property Size: | 0.34 (+/-) acres |
| From: | MDR, Medium Density Residential district (10 du/acre) |
| To: | Com, Commercial district (25 du/acre) |
| FLU Category: | MU-U, Mixed-Use Urban |
| Commissioner District: | 5 |
| Requested by: | Wiley C. "Buddy" Page, Agent for Jennifer Reese, Owner |
| Planning Board Recommendation: | Denial |
| Speakers: | Buddy Page, Eric Reese, Jennifer Reese, Christine Pack, Larry Downs, Jr. |

## BACKGROUND:

The above cases were owner initiated and heard at the September 3, 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 request(s).

**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-2019-14

---

# Z-2019-14

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

---

Case #: Z-2019-14
Applicant: Wiley C. "Buddy" Page, Agent for Jennifer Reese, Owner

Address: 9500 Hillview Drive
Property Size: .34 (+/-) acres
From: MDR, Medium Density Residential district (10 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 3rd day of September 2019, commencing at approximately 9:00 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:
WAYNE BRISKE, Chairman
District 5

TIM PYLE, Vice Chairman — REID RUSHING
District 2 — At Large

ERIC FEARS — JAY INGWELL
District 4 — District 1

- - -

PATTY HIGHTOWER — STEPHEN OPALENIK
School Board — Navy representative

PLANNING BOARD STAFF PRESENT:
KIA JOHNSON, ESQUIRE
Assistant County Attorney

HORACE JONES, Director
ALLYSON LINDSAY
JON FISHER
CALEB MacCARTEE



INDEX OF WITNESSES


| WITNESSES | PAGE |
|---|---|
| WILEY C. "BUDDY" PAGE | 7 |
| ERIC REESE | 29 |
| JENNIFER REESE | 32 |
| CHRISTINE PACK | 48 |
| PAULA ADAMS DOTY | 55 |
| LARRY DOWNS, JR | 57 |
| ROBERT HUFFMAN | 60 |


- - -

INDEX OF PROCEEDINGS


| | |
|---|---|
| PROCEEDINGS | 4 |
| CERTIFICATE OF REPORTER | 78 |




P R O C E E D I N G S

THE CHAIRMAN: We'll go directly to our next case. That is Case Z-2019-14.

Mr. Buddy Page is also the agent for this one, agent for Jennifer Reese who is the owner, 9500 Hillview Drive. This is .34 plus-minus acres, from Medium Density Residential district to Commercial district.

Members of the Board, at this time I'll ask if there's been any ex parte communication between you, the applicant, applicant's agents, attorneys, witnesses, fellow Planning Board members or anyone from the general public prior to this hearing.

Also ask that you disclose if you have visited the subject property, and also disclose if you are a relative or business associate of any of the parties involved.

And start with Steve.

Good morning, Steve.

MR. OPALENIK: Good morning.

No. No to all.

THE CHAIRMAN: Thank you.

MS. HIGHTOWER: Good morning.

No to all.
MR. PYLE: Mr. Chair, no to all. I'm familiar with the location.
THE CHAIRMAN: Thank you.
Chairman, no to all.
MR. FEARS: No to all.
MR. INGWELL: No to all.
MR. RUSHING: No to all.
THE CHAIRMAN: All right. Thank you.
Staff, in this case, was notice of the hearing sent to all interested parties?
MS. LINDSAY: Yes, sir, it was.
THE CHAIRMAN: Okay. And was it properly posted on the subject property?
MS. LINDSAY: Yes, sir.
THE CHAIRMAN: Okay. Mr. Page, do you have any objection to the maps and photography?
MR. PAGE: No, sir.
THE CHAIRMAN: All right. He's indicated he's okay with that, so we'll ask the staff to present maps and photography.
MR. MacCARTEE: Thank you.
Caleb MacCartee, urban planner, Escambia County.
First we have the location map for



Z-2019-14.
Here we have the zoning map showing the subject property zoned MDR, Medium Density Residential.
Our future land-use map, mixed-use urban, of the subject property.
And our existing land-use map, showing the surrounding existing land uses.
This is the aerial photography on the subject property.
And we also have a subdivisions map and some supplemental documents that are forthcoming in the findings.
Surrounding development from the 500-foot buffer.
This is our notice of public hearing rezoning sign.
This is looking southwest across Hillview.
This is looking south onto Hillview.
Looking east onto the property, showing the single-family residence.
And looking north along Hillview.
This is looking directly west across Hillview towards the development.
That concludes the maps and photography of



this case.
THE CHAIRMAN: Okay.
Board members, any questions of the maps or photography?
(No response.)
THE CHAIRMAN: All right. Mr. Page.
---
WILEY C. "BUDDY" PAGE, having been previously sworn, was examined and testified further as follows:
---
THE CHAIRMAN: Good morning, sir. You've been previously sworn in.
And if you'll please state your name and address for this case.
MR. PAGE: Mr. Chairman, good morning.
Buddy Page, 5337 Hamilton Lane in Pace, Florida.
THE CHAIRMAN: Good morning, sir.
Buddy, have you received a copy of the rezoning hearing package with the staff's findings of fact?
MR. PAGE: I have.
THE CHAIRMAN: All right.
And do you understand that you have the



burden of providing substantial, competent evidence that this proposed rezoning is consistent with the Comprehensive Plan, furthers the goals, objectives and policies of that plan, and is not in conflict with the Land Development Code?
MR. PAGE: I do.
THE CHAIRMAN: All right.
Go ahead, sir.
MR. PAGE: Thank you, Mr. Chairman.
I might say at the outset, I don't normally wear a hat inside. I've had some sutures, some things removed off the top of my head. And I wouldn't want to scare anyone with the display that I have up there right now.
THE CHAIRMAN: We're glad you're doing well.
MR. PAGE: Thank you.
Mr. Chairman, the findings from the staff, in terms of Criterion A, consistency with the Comprehensive Plan, the staff findings we concur with. They indicate that it is consistent.
Under the findings clause under item B, consistency with the Land Development Code, there are a number of citations and references,

Mr. Chairman, that are made.

I'd like to read under permitted uses for what we're asking for. It says, "Permitted uses within a commercial district are limited to the following:

"One, residential. The following residential uses are allowed throughout the district but within a predominantly C, future land-use category." And it goes on. But we're not in that category.

And it allows a number of things, listed A, B and C and D. But C and D I wanted to specifically reference. And that is that under the commercial categories, as we know, single-family dwellings are allowed and two-family dwellings are allowed.

I wanted to read that because in some of the summaries later on, there's no reference to anything in the commercial district except commercial. And we'll get to that, and that will become a little plainer when we reach that juncture.

Mr. Chairman, under the location analysis, it indicates several things as far as locational criteria. It has to be along an arterial or



collector road or within a quarter mile of an intersection with an arterial street. It has to be in close proximity to a traffic generator, basically about 600 trips per day.

And I would point out, Mr. Chairman, if we could at this moment pause and go back to the aerial photo of the properties.

THE CHAIRMAN: Okay.

MR. PAGE: The commercial properties further down. Even further.

MS. LINDSAY: That's as far as it goes.

MR. PAGE: I think that next one might provide some clarity. And that's the location.

Mr. Chairman, you will notice in that particular aerial, if you come down Barranger to the intersection, right on that particular corner, this morning I drove through that parking lot. That is a Burger King on one corner where the pointer is. And adjacent and to the west is a brand new Krispy Kreme. They were painting the interior of both of those this morning.

And I mention those to you because all through here we talk about locational criteria being on major roads. And we took some



criticism in our narrative because our particular one is on a local road. There seems to be some inconsistency in exactly what the thinking is of a local road and how it's used.

But in this particular case, both of those have been -- They probably will get an occupancy certificate within the next 10 days. Both of them empty out onto local roads on both sides.

And I would also point out, further west you'll see the property that's outlined in the rectangle. And then you'll see an area that's outlined in red.

That particular area that's outlined in red has five commercial establishments in it. And in each and every case, those commercial establishments empty out onto local roads.

As a matter of fact, if you . . . If we go back now to the ground photography along the roadway . . . At ground level, not an aerial.

MS. LINDSAY: Those?

MR. PAGE: Those, yes.

We can pause right here. You can look and see where the white stripe is across the street. That particular white stripe is an exit for the project. It has two exits on the east side.



That's one of them, the northerly most one. And it empties out right onto a local road. And as a matter of fact, the camera -- the photographer was standing right on the subject property looking across the street.

If you notice that there are two cars there. The one in the very center of the picture itself, if you look over the shoulder to that or look to the back from there, there is a drive-through right on that particular corner. And this is right across the street with a local road access.

If we could go to the next one, please. And the next one. Next one.

THE CHAIRMAN: Mr. Page -- I'm sorry -- while you were describing that picture on page 29 of the package, you said the photographer was standing on the subject property.

MR. PAGE: Well, probably right in front of the fence on the subject property. More than likely -- and I don't know for sure if the photographer's even here, but it's probably on the right-of-way in front of the property.

THE CHAIRMAN: Okay. All right.

MR. PAGE: Now, if we could just continue

Page 13

on to where it swings around to the right, insofar as the photography goes. Let's pause right here for just a moment.

The driveway that you see right closest to us is one of the entrance and exitways into the property of Dodge, which is right next door.

But more importantly, the concrete driveway that you see just above that is the entranceway into, Mr. Chairman, the subject property.

If you look across the street, you will see a black mailbox. That mailbox is the mailbox delivery site for the subject property that we're looking at today.

You also will notice a fence behind that. It's actually further north than the mailbox. That is the northernmost boundary line of the commercial property that's right across the street from our subject property.

Mr. Chairman, just for locational purposes, I wanted to be sure the Board understood that the entire project across the street that has a whole host of commercial uses comes out onto this particular roadway.

Moreover, this one -- this particular road

Page 14

continues north and comes around to University Parkway, allowing students to come down, use this road, come in the side road, and go through any one of the two drive-ins that are in this particular commercial establishment right across the street, again, emptying onto entrance and exit onto local roads.

So the notion that we have in here that says that this is on a local road and has some demerits for that reason, I don't think is very well founded.

And, again, because the two newest facilities that are there, again, the Krispy Kreme and the Burger King, were refused access directly out onto the highway, to the Nine Mile Road. So they come out on a local road, which fronts them exactly like a local road fronts this particular piece of property, Mr. Chairman.

THE CHAIRMAN: Mr. Page, on this picture that's up on the screen right now, this gravel or dirt driveway that we're looking at, what did you say that was?

MR. PAGE: If I'm not mistaken, that leads into the drainage pond.

VOICE IN THE AUDIENCE: Buddy.

Page 15

MR. PAGE: Yes.

VOICE IN THE AUDIENCE: That is our -- that's actually our driveway, so --

MR. PAGE: Am I too far up?

VOICE IN THE AUDIENCE: The gravel is actually our driveway. That fence across the street is the commercial property.

MR. PAGE: Okay.

VOICE IN THE AUDIENCE: That's the property --

MR. PAGE: All right.

Mr. Chairman, I'm one driveway off. I apologize.

THE CHAIRMAN: Okay. Let me just lay some ground rules out here.

I'm not trying to be rude, but we're recording everything verbatim in quasi-judicial, and so if it doesn't get said into the microphone, it's not going to get picked up. So we have to make sure all testimony comes in there.

So, Mr. Page, if you'll just restate so it's very clear on the record, what you've got.

MR. PAGE: Mr. Chairman, the owner just corrected me to say that that gravel driveway

Page 16

we're looking at there is actually his driveway, and it drives into his particular piece of property.

THE CHAIRMAN: So Dodge's driveway would be further south?

MR. PAGE: Further south from this, yes, sir.

THE CHAIRMAN: Okay.

MR. PAGE: Although they share a common boundary line.

THE CHAIRMAN: Okay.

MR. PYLE: Mr. Page -- Mr. Chair, if you'll give me a little leeway, I just wanted to verify -- and I think it's important -- that the Krispy Kreme and the Burger King do not have access to Nine Mile Road directly.

MR. PAGE: That's correct.

MR. PYLE: And their main access and egress is through either Plainfield or Barranger; is that correct?

MR. PAGE: Yes, sir, local roads.

MR. PYLE: Thank you.

MR. PAGE: So Mr. Chairman, moving, then, to item C, compatibility with surrounding areas -- or surrounding uses, rather, Mr.

Page 17

Chairman, I always go back and reread the county's definition in the Land Development Code for what constitutes compatibility.

And it's just one sentence. Compatible: A condition in which land uses, activities or conditions can coexist in relative harmony to each other in a stable fashion over time, such that no use, activity or condition is unduly negatively impacted directly or indirectly by another use, activity or condition.

Mr. Chairman, I think we have ample examples up and down Nine Mile Road where we have commercial-zoned property backed up to residential property, which to me would suggest that over the years that has been a compatible relationship. And this would be very similar to that same type of thing.

Further, Mr. Chairman, it reads that the proposed amendment is not compatible with surrounding residential uses in the area. We have commercial next door to residential right now.

And they go into an inventory, within 500 feet of the impact area on saying what is there. And they also talk about commercial properties

Page 18

located to the south of the property, but they state that more intense uses in a commercial district would not be compatible with the surrounding residential uses.

And, again, we have commercial next door to residential in this entire area. And moreover -- And I hate to keep saying it, but they empty out onto local roads.

What we are asking for is no different than what is actually, Mr. Chairman, on the ground as we speak.

Item D, spot zoning. The conclusion we agree with, that it's not spot zoning.

And in conclusion, Mr. Chairman, Criterion E, appropriate with changed conditions. I think the staff acknowledges that there is a considerable amount of changed conditions in that area.

And we're certainly consistent and agree with Criterion E.

Mr. Chairman, in terms of traffic in that particular area, I have the DOT software for p.m. peak hour, peak direction trip generation.

The Dodge's food store, which is a 24-hour operation, with 12 tanks -- or 12 pumping

Page 19

stations generates 6,511 vehicles per day.

I would say that probably a third of those may go to the side streets, and a third, a third and maybe a third go back out onto Nine Mile Road.

But in terms of a commercial use generating traffic, Dodge's, no matter if they're here or Mobile or Fort Walton or anywhere else, they are the tall pole in the tent when it comes to generating p.m. peak hour, peak direction trips. And I say that only to emphasize the fact that a lot of those 6,000-odd vehicles are entering out onto local roads, Mr. Chairman.

So in conclusion, we would ask that the Board adopt finding A from the staff.

We would ask under item B, rather than the staff analysis, that the compatibility analysis that we have submitted, together with the verbal presentation here today, be adopted rather than staff B.

And staff C allows residential use within that commercial zoning category that we're asking for. So we think that we're consistent with that, and we would ask that you adopt our

Page 20

presentation for item C as well.

D is no spot zoning. We concur with that.

And E, changing conditions. The staff acknowledges that.

So, Mr. Chairman, we're consistent with A, D and E. We would ask that the Board consider adopting those.

And under B and C, we would ask that you consider adopting our findings and other information that we presented to the Board today.

THE CHAIRMAN: All right, Mr. Page. I have a question. And this is maybe for staff or yourself.

But these aerials that we're looking at right now on page 27 of the findings of fact, that's not really what's on the ground right now.

These are old pictures, correct? Right now where Foosackly's and retail shops and all that, that's been developed into commercial property, as well as where the Krispy Kreme and Burger King -- Those homes have been removed, and there's now commercial buildings there; is that correct?

MR. MacCARTEE: Yeah. These maps are from aerial photography taken in 2016. There is significant development on the surrounding properties. We tried to detail them with the surrounding development map, as listed here.

As Mr. Page did state, there is a multiresidential -- or excuse me -- a multiretail phase development consisting of retail and restaurant directly across the street.

And, of course, we have a well established Dodge's that has been there for a while.

MR. JONES: Right.

MR. MacCARTEE: Also, in reference to the Burger King and Krispy Kreme, they are located along Nine Mile Road as well, yet this subject parcel has frontage along a residential street. All the existing development has frontage along the arterial street of Nine Mile Road.

THE CHAIRMAN: Well, I mean, what is the zoning of that property that I guess is kind of north of where it says "retail shop space three"? Kind of cuts that house in half. What is the zoning of that parcel?

MR. MacCARTEE: Yeah. All that is



commercial zoning. And north of there to the west above the multiretail shops area, that is HDR, high-density residential.

The subject property to the west is MDR, medium-density. So you have a higher density of residential, but they are all single-family residential in there.

THE CHAIRMAN: Okay. But on that one I was talking about on page 27 that -- I see it now. That is commercial over there as well, that parcel right there.

MR. MacCARTEE: That house -- that house is currently not there.

THE CHAIRMAN: Right.

MR. MacCARTEE: Google maps probably has a more updated version. That house is not there. That is now an existing stormwater pond on that parcel.

It does have frontage basically along Baron Miller, but I would say all this property came in as a minor subdivision, as you see configured there.

That was one single piece of property as of about a year and a half ago. That went through a commercial minor subdivision process



or a development review, and now it's in that existing configuration. That standalone piece of property is a stormwater pond.

THE CHAIRMAN: Okay. But it was given the designation as commercial, even though it's a separate parcel from the ones that front on Nine Mile Road. It is that one.

MR. MacCARTEE: Yes. Historically been commercial, all that property there.

THE CHAIRMAN: And that one fronts on Baron Miller Road.

MR. MacCARTEE: Correct.

THE CHAIRMAN: Okay.

MR. JONES: And, see -- and I know we have not got into the facts or findings yet, but just I do want to reiterate something.

Those properties, they were the original zoning. Those properties were the original existing zoning.

This request is for -- to -- is to take a residential property and to change it to commercial on a local street. Those parcels are for Nine Mile Road.

They met the criteria of infill development, plus they had a road frontage off



of Nine Mile Road.

We -- And, staff, we want to state some things further. We need to be mindful that that's why staff basically is concern -- is considering that this does not meet the criteria because we've got to be mindful of commercial -- my word; it's not a planning word -- of commercial creep into further -- into further of these residential subdivided areas.

So that's why -- And this is definitely -- this is where you're rezoning to commercial. Those other properties, they had been met, road frontage off of Nine Mile Road, infill development, and they have existing zoning category of commercial.

So those are the things I want to basically state at this point, Mr. Briske, to help elaborate.

THE CHAIRMAN: Absolutely.

I'm just trying to make sure I have a good picture of what's around it.

So in this picture, this appears to be a picture of the parcel we were just discussing, a current picture of the development.

And would you say over to the right side

of that picture, that 25-mile-an-hour speed sign is kind of . . .

MR. MacCARTEE: It's right at the beginning of the subject property, yes. It goes into the residential subdivision, correct.

THE CHAIRMAN: So it's directly across the street from the other . . .

MR. MacCARTEE: Right.

So if you look down north along Hillview, the subject property, the driveway does front the new commercial development.

But Mr. Jones has stated that doesn't necessarily equate to be compatible and necessarily agree that the rezoning request will be applicable for that property to go commercial as well.

THE CHAIRMAN: Okay. We're going to let you go through the entire findings, but the key here is that I think the applicant is saying that the ingress and egress is off of this local road.

MR. MacCARTEE: Yes.

THE CHAIRMAN: Even though the property might have an address of Nine Mile Road.

MR. MacCARTEE: Right.



MR. JONES: That's a fact.

THE CHAIRMAN: Okay.

MR. PYLE: Mr. Chairman, I think that's a point I want to make sure I understood this correctly.

When you state that it has frontage on Nine Mile Road, great. However, like the Burger King and the Krispy Kreme, there is no ingress and egress by way of Nine Mile Road. It is solely through Hillview Drive on that particular property.

MR. MacCARTEE: Correct.

MR. JONES: Correct.

MR. PYLE: Okay.

MR. FEARS: It's really just a matter of exposure and criteria does not address . . .

MR. JONES: It's the county -- staff does not like having commercial access off of local roads, our access department.

However, we do understand that we cannot control the state.

MR. MacCARTEE: Correct.

MR. JONES: We cannot.

And the state -- Nine Mile Road is a state road, and they have some access points on there.



That's why -- that's why they will not allow that, but there was already so many driveways coming off Nine Mile Road.

But, again, we understand this is a rezoning to allow for this to get to this point, because there's a subdivision that's right behind it.

So do we want to continue to allow for this commercial intrusion on a local road? Yes, those existing access points, they are there, but they met infill development as well, plus they have the correct zoning notice at the time of the development.

This property is not. It is a single-family zoning district going to a much more higher zoning category that could open up the door for more adverse uses abutting that subdivision.

MR. PAGE: Mr. Chairman, I wonder if we might be able to -- Well, right here. This is what I was going to ask for.

If you take a look at -- If that round circle is a clock, if you go over to nine o'clock, you will see a commercial piece of property there. That is a home that was built



in 1925, zoned commercial, and is likely going to be on the market for commercial development before long.

They're going to be faced with the same type of situation, where they don't front on the road, and they don't go any deeper than some of the already commercial lines that have been drawn east and west across the top of the property. And that's going to be something that will have to be dealt with as well.

In addition, if you look to the right side of Barranger Drive, that entire area is commercial right across the street from medium-density residential.

So we have a mixture of things that are going on in that area. And I only point out all of these side entrances to show that our particular project is not any different than what has been allowed in that area over the years, whether it be by DOT refusal, the county could work out some type of policy with them in that regard.

MR. JONES: Okay.

MR. PAGE: But that's not happening.

So we have to go with what we have now,

Page 29

and that is allowing these to entrance and exit onto a local road, Mr. Chairman.
THE CHAIRMAN: All right.
We'll give you a chance to summarize at the end.
MR. PAGE: Thank you.
THE CHAIRMAN: Did you have any other witnesses you wanted to bring forth?
MR. PAGE: No.
MR. JONES: Y'all want to speak?
VOICE IN THE AUDIENCE: Yes.
MR. JONES: Okay.
THE CHAIRMAN: Okay.
MR. JONES: I think -- Are y'all the property owners?
VOICES IN THE AUDIENCE: Yes, sir.
THE CHAIRMAN: All right. Come forward.
Go ahead and be sworn in and state your name and address for the record.

---

ERIC REESE, upon being duly sworn, was examined and testified as follows:

---

MR. REESE: Eric Reese, 8925 Scenic Hills Drive, Pensacola, Florida.

Page 30

Good morning.
THE CHAIRMAN: Good morning.
MR. REESE: Can we bring the photos back up of the aerial shot where the house is across the street from the subject property?
No, sir. Keep going down. It's an aerial photo, not a street photo.
If you see across the street from the blue box, there's a house that used to be across when I bought this property. That house was residential, not zoned commercial. That lot across from me was residential, medium density.
It was rezoned commercial with all the adjoining properties, which is now Foosackly's; First Watch; hair-cutting place; cell phone place, so on, and so forth.
All of that property opens up onto a local road. All four entrances open up to local roads. Not the first one of them open to Nine Mile, including Burger King, like Mr. Page said.
But like I said, when we bought the property, across the street from us was residential. We are now engulfed in commercial property on all sides.
So that's all I really have to say. I

Page 31

just wanted to get that point across, that he keeps saying the property across to us was zoned commercial, but it was not. There was a house there. And it was residential when we bought this house.
MR. MacCARTEE: Mr. Chairman, I would say the gentleman here is not listed as the property owner. He's not the authorized agent. Ms. Jennifer Reese is. And in an unfortunate circumstance, that -- that is not on the warranty deed that this gentleman is the property owner.
THE CHAIRMAN: Okay.
MR. MacCARTEE: And not an authorized agent. Mr. Buddy Page is.
THE CHAIRMAN: Mr. Page, you know the procedure. You can call him as a witness.
MR. PAGE: Mr. Chairman, I would call him as a witness.
THE CHAIRMAN: Okay.
MR. JONES: Just in case there's any challenges.
THE CHAIRMAN: Okay. So you're calling him as a witness. And his testimony is part of your case; is that correct?

Page 32

MR. PAGE: That's correct.
THE CHAIRMAN: Okay.
MR. PAGE: Thank you, Mr. Chairman.
THE CHAIRMAN: Now, do you wish to call Ms. Reese as well?
MR. PAGE: Do you want to add anything? You do.
MS. REESE: Yes.
MR. PAGE: Yes.
A second witness, Mr. Chairman.
THE CHAIRMAN: Okay. Thank you.

---

JENNIFER REESE, upon being duly sworn, was examined and testified as follows:

---

THE CHAIRMAN: Good morning. If you'll just be sworn in, and then state your name and address.
MS. REESE: Jennifer Reese, 8925 Scenic Hills Drive, Pensacola, Florida 32514.
I am the actual property owner, so I just wanted to kind of reiterate.
When we purchased the property, it was residential. And we purchased it with the intent to use it as an investment, whether we

Page 33

were going to flip it or make it a rental housing project.

And right about the time that we were getting ready to do that project is when everything was torn down and made commercial. That kind of put our project on hold.

We feel like all of the commercial properties that went around at that time brought our residential property value down.

We felt like at that time maybe we should rezone it to commercial to, you know, keep the property value up.

And everything on all sides, like everybody is saying, red all around it is commercial.

Now, if you . . . Where the Foosackly's is on the left, the red stops. Their back is residential. That's understandable, you know, maybe not to go that far, but where our particular property is, is surrounded and touching all of that other commercial.

Mr. Page also said all up and down Nine Mile Road you've got many neighborhoods on Nine Mile Road that have commercial in the front.

Let's look at Fox Run. Okay? Quail Run.

Page 34

Multiple neighborhoods on Nine Mile Road all have commercial in the front that all have side entrances on their main road in and out of that residential area.

So I don't think ours is any different. We do want to improve the property as commercial. We're going to do good things with it and make it fit the area. That's our intention.

Thank you.

THE CHAIRMAN: Okay.

Jon.

MR. FISHER: John Fisher, urban planner.

Just for clarification on the previous speaker, they kept saying this was not zoned for commercial, that this property was -- the property across the street was rezoned.

There was no rezoning for any of those parcels there. It's a commercial-zoned property which does allow for residential use.

MR. JONES: Yes. Yes.

MR. FISHER: So there's residential use by the property appraisers, but the zoning will allow -- the zoning is commercial, which can allow for residential use.

Page 35

So I just wanted to clarify that for the public and staff. And just remember that our code is all about frontage on arterial roads. You have to have road frontage to meet the compatibility analysis, a major arterial road to make these commercially viable.

THE CHAIRMAN: Okay. Just two questions, following up.

Was that parcel commercial when we redid all of the zoning categories and everything like that, so --

MR. JONES: Yes, sir.

THE CHAIRMAN: -- it was already commercial when it went in for a minor subdivision change?

MR. JONES: Yes, sir.

THE CHAIRMAN: Okay.

MR. JONES: Thank you.

When we were going through this new -- I know you -- with all of the rezonings and the new maps, and on, it was directly. We could not downzone nobody.

And as John stated, he stated that commercial does -- can allow -- with consistent future land-use category, you can have

Page 36

residential uses in a commercial zoning with a consistent future land-use category.

THE CHAIRMAN: Okay.

MR. INGWELL: Can you provide a time frame for that?

MR. JONES: A time frame for?

MR. INGWELL: When it was commercial?

MR. JONES: Always. Our records indicate that it's always.

THE CHAIRMAN: So back to -- zoning was implemented in '89?

MR. JONES: Basically, I would say yes, but there was -- there was a code change afterwards. And then we put a lot of record -- but when the Land Development Code was adopted, which I think was in 1990, something like that -- It was.

THE CHAIRMAN: '93 or '96?

MR. JONES: Yes. Yes. During the '90s time span.

MR. FISHER: Chair, for the record, John Fisher. The previous zoning for all those four parcels was C-1.

THE CHAIRMAN: Okay.

MR. JONES: Yes.

THE CHAIRMAN: Okay.
MR. FISHER: And they were in R-1, the parcel that's the subject.
THE CHAIRMAN: Okay. Okay. Any other questions before we let staff do their presentation?
(No response.)
THE CHAIRMAN: Okay. All right.
Who's going to be presenting?
MR. MacCARTEE: I would just add, and to reiterate Mr. Jones and Mr. Fisher, that commercial property doesn't necessarily mean that you can use it as commercial.
MR. JONES: Absolutely.
MR. MacCARTEE: Due to the location criteria. If it's zoned commercial, it does have to meet the location criteria, as outlined in the LDC, in particular, to any properties that may be down any other roads that may be commercial. All that location criteria has to be in planning.
We'll go to the findings here for Z-2019-14.
Concerning Criterion A, consistent with the Comprehensive Plan. We found that the



zoning request was consistent with the intent and purpose of future land-use category mixed-use urban.
Concerning Criterion B, consistent with the Land Development Code, our findings of fact state that the proposed amendment is not consistent with the intent and purpose of the Land Development Code.
Commercial district establishes appropriate areas and land-use regulations for general commercial activities, especially the retailing of commodities and services.
The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts.
To maintain compatibility with the 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.
The proposed amendment does not meet the location criteria, as stated in Section 3-10(e), due to the property being located along a local



road and is abutting a single-family residential district of MDR.
The applicant has submitted a compatibility analysis. The Planning Board or the BCC have the right to waive the location criteria upon reviewing the compatibility analysis submitted by the applicant.
The parcel has not been rezoned by the landowner from mixed-use commercial or industrial zoning assigned by the county. The parcel is not within a county redevelopment district.
MR. PAGE: Mr. Chairman, I don't think the overhead is following what Caleb is reading from.
I believe, for example, it's talking about Atwood, Greg and Northcross on Olive Road. I think that's the first one.
MR. JONES: Yes.
MS. LINDSAY: Sorry about that.
THE CHAIRMAN: Thank you, Mr. Page. I wasn't looking at the screen. Thank you.
MR. PAGE: That's it.
MR. MacCARTEE: All right.
Continuing on, Criterion C, compatible



with the surrounding uses of the permitted uses of the proposed zoning.
Obviously those anticipated by the rezoning are compatible, as defined in Chapter 6, with the surrounding uses.
Our findings state that the proposed amendment is not compatible with the surrounding residential uses in the area.
Within the 500-foot radius impact area, staff observed property with the rezoning districts commercial, HDR, high-density residential, and MDR.
The current property has an established residential use. The commercial uses for the proposed rezoning is compatible with the properties located to the south of the property, yet those properties have frontages along Nine Mile Road, an arterial road.
In particular, the gas station property that adjoins this property is part of the same residential subdivision of the subject property. A single-family residential use is located on the site.
Single-family residential uses are located to the north of the property and have frontages

along the local streets.

The more intense uses of this commercial zoning districts would not be compatible with the residential uses adjoining the property and to the north of the subject property, as the majority of the surrounding properties is residential.

The proposed rezoning to commercial would encroach on the existing and well-established residential subdivision.

The proposed rezoning will promote strip commercial development in the residential area. The applicant has submitted a copy of the plat depicting the commercial property.

See Exhibit A, Plainfield Subdivision. And we also have subdivision maps that we referenced earlier, pointing out Plainfield.

All site plan regulations, such as parking, buffering and uses would have to meet all the Land Development Code regulations.

This is our subdivision map referred to as Exhibit B, which is to simply establish that, yes, Dodge's was a part of this Plainfield older subdivision, but it's on the corner of Nine Mile and another road. The development has been



there for a while. Under the guise of how it was brought in, I'm not sure. But at that time it was approved for a gas station, of course.

THE CHAIRMAN: Krispy Kreme and the Burger King are also part of that Plainfield Subdivision.

MR. MacCARTEE: Yes.

And could you pull the Plainfield Subdivision map?

So this is the actual subdivision. We orient this to the north, of course.

You would see that the site is in orange. And the Dodge's was a part of that subdivision at one time.

MR. JONES: And let me say something there.

Thank you, Caleb, for that map. If you could leave it right there.

And you see what that lot is. We're just trying to -- we're just trying to look at it for the subdivision.

If you continue this trend, that whole block could turn around and become commercial. And that's . . . Staff does not support that because you do want to protect the integrity of



that residential community development off of Nine Mile Road that's there, yes.

We do want to try to protect that residential nature because you have another block. You have a lot. I can't read the lot number.

Up the block and all of that will be commercial. Then you'll have much -- and that's not -- that's not good planning, and it does not meet the intent and the purpose and the criteria of the Land Development Code.

MR. MacCARTEE: Continuing on, Criterion D, appropriate if spot zoning.

Findings show that the proposed zoning, commercial, would not be spot zoning by definition.

However, the district, as defined, would not be transitional in character between the adjoining districts.

The difference within those districts would be significant, in that the commercial district allows for more intense commercial than the residential uses of the MDR district.

The current area to the south has a concentration of commercial zoning and uses



already in place.

The subject property has a residential use. The parcel does adjoin a parcel to the north, which currently is a single-family with MDR zoning but also adjoins a much more intense zoning commercial to the south. The subject property also fronts a local road.

Criterion E, appropriate with changed or changing conditions.

Of course, as we saw, the land uses development conditions have changed with the commercial development across the street to the south and to the west, southwest -- southeast -- excuse me.

Within the surrounding area, the new residential uses have been established within the existing commercial zoning district. Exhibit C, surrounding development, will show that.

That concludes our findings at this time. I would state that the residential uses, that the intrusion into the subdivision is a concern with this rezoning case.

It's unique that there is commercial zoning abutting and there is commercial

Page 45

development across the street.
However, Hillview is a local road, and this -- it is a platted subdivision that the encroachment and intensity would allow it to be more intense in uses and abutting not just one but three other single-family residences if the rezoning is approved.
THE CHAIRMAN: Okay. Thank you.
Any questions of staff?
(No response.)
THE CHAIRMAN: Okay. We're going to go into the public comment portion now.
For those members of the public who wish to speak on this matter, please note that the Planning Board bases its decision on the approval conditions and exceptions described in 2-7.2 of the Escambia County Land Development Code.
Those are the items listed on the Board up there. Those are the only items that we can consider when we are looking at something like this. Okay? So please keep your comments limited to those.
During our deliberations, the Planning Board does not consider general statements of

Page 46

support or opposition. Accordingly, please limit your testimony to the approval conditions and exceptions described in 2-7.2.
Please also note that only those individuals who are present today and give testimony on the record will be allowed to speak at the subsequent hearing before the Board of County Commissioners.
Mr. Reese, I know you were called as a witness.
Did you also wish to speak as a member of the public on this matter? You had that option.
MR. REEESE: No, sir.
THE CHAIRMAN: Okay. All right. I think Ms. Reese has left the room.
MR. PYLE: Mr. Chairman, excuse me. I want to be clear with Mr. Reese that in his earlier statement, would that allow him to speak, if necessary, at future Board of County Commissioners, or by just choosing not to speak by the public, will that disallow him to speak?
THE CHAIRMAN: We'll ask our Board attorney. Kia, good morning.
MS. JOHNSON: It would be best if he could speak briefly at this time.

Page 47

THE CHAIRMAN: To preserve that right.
MS. JOHNSON: To preserve that right.
THE CHAIRMAN: Okay. Sir, you have been previously sworn in.
MR. REESE: Yes, sir.
THE CHAIRMAN: I guess because we're in quasi-judicial, it's a little bit more formality. And the Board of County Commission only let people who have spoken speak at that meeting.
Now, you were a witness, but now you're speaking as a member of the public.
- - -
ERIC REESE, having been previously sworn, was examined and testified further as follows:
- - -
MR. REESE: Okay. Thank you, gentlemen -- ladies and gentlemen. Thank you staff.
My name's Eric Reese. I live at 8925 Scenic Hills Drive, Pensacola.
And I just want to say I support everything Buddy Page presented to you today.
THE CHAIRMAN: Okay.
MR. REESE: Thank you.
THE CHAIRMAN: Thank you.

Page 48

Now, the same thing goes with Mrs. Reese. Is she coming back?
MR. REESE: No, sir.
THE CHAIRMAN: She's not coming back. Okay.
So she spoke as a witness, but not as a member of the public. Okay.
Our next speaker is Christine Pack.
Good morning, ma'am. If you'll please be sworn in and then state your name and address for the record.
- - -
CHRISTINE PACK, upon being duly sworn, was examined and testified as follows:
- - -
MS. PACK: Good morning.
THE CHAIRMAN: Good morning.
MS. PACK: First I'd like to state my name is Christine Pack. I live at the 9748 Hillview Drive.
And if I could ask for the plat map to be put back up, please.
I've lived at 9748 since 1990, so I can address some of this questionable, when did this happen, when did this happen.

Page 49

The Dodge's originally was a plot of land that was commercial. It was owned by an attorney. He sold it, obviously.

Across the street where the new shopping center is, that was owned by the Miller family. That was the original homestead. It was zoned commercial. And it probably took a while, but they did sell it.

And the other thing I'd like to say about that particular shopping center is, like the Burger King and the . . . my favorite, the Krispy Kreme, they have to come out on the sides, so one entrance is from Baron Miller. The other is from Hillview Drive.

The reason why -- and I think it has been spoken to -- is that the state road, Highway -- Nine Mile Road, does not permit them to enter and exit off of Nine Mile. That seems to be a new thing now. I don't understand it.

Even the Walmart, which is further up on Nine Mile, has to have side entrances off of Nine Mile.

I do have photographs that I'd like to put in, if it's all right.

THE CHAIRMAN: Okay. If you'll submit

Page 50

them to the staff members.

Can you please tell us what the photographs are of and who took them?

MS. PACK: Okay. I took the photographs at various times in the progression of this property.

I'll give you a little history on that, too. The occupant of this house had lived there many years and passed away. She sold -- the son actually sold the property. I spoke to him briefly. He lives in California.

We have a very --

THE CHAIRMAN: Hold on just a second. Stop her time, please.

We have to qualify them because we're in quasi-judicial. We have to bring them in as evidence. Okay?

MS. PACK: Okay.

THE CHAIRMAN: So you took each of these pictures yourself?

MS. PACK: I did.

THE CHAIRMAN: And over what time frame were those pictures taken?

MS. PACK: Probably about a month.

THE CHAIRMAN: About a month.

Page 51

MS. PACK: Yes.

THE CHAIRMAN: Recently?

MS. PACK: Yes. Only -- well, before the sign was put up for the meeting of the Planning Board.

THE CHAIRMAN: Okay.

MS. PACK: And then after.

THE CHAIRMAN: So within about the last month or two --

MR. PACK: Yes.

THE CHAIRMAN: -- you have taken those pictures?

MS. PACK: Yes.

THE CHAIRMAN: How many total pictures do we have?

MS. PACK: I don't know.

MR. MacCARTEE: Looks like we have about 15 photographs?

MS. PACK: (Nods head up and down.)

THE CHAIRMAN: Okay.

MR. JONES: And, Chairman, if I may, there is no order. There's no labeling.

So we're going to ask if they do accept them, that she can help us label them --

MS. PACK: Certainly.

Page 52

MR. JONES: -- accordingly.

MS. PACK: I'm sorry. I just don't have --

MR. JONES: So once the Board got them, they won't say what's all this about? So make sure that they are not just pictures with no direction of what they are.

THE CHAIRMAN: Okay.

Kia, are you okay with that, doing it that way?

MS. JOHNSON: Yes, Mr. Chairman.

THE CHAIRMAN: Okay. Thank you.

MS. PACK: I apologize.

THE CHAIRMAN: That's okay.

We just have a certain order we have to do them in --

MS. PACK: Right.

THE CHAIRMAN: -- because this is quasi-judicial.

Chair will enter a motion to accept Mrs. Pack's photographs, approximately 15 photos. And the staff will work with her to label them at a later time.

Do we have a motion?

MR. PYLE: So moved.

Page 53

THE CHAIRMAN: Motion to accept.
Do we have a second?
MR. RUSHING: Second.
THE CHAIRMAN: Second.
All those in favor say aye.
(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
(No response.)
THE CHAIRMAN: Okay. So these will be listed as overall exhibit as Christine Pack photographs, and then you'll label them individually with documentation, so . . . Okay. Go ahead, ma'am. Thank you.
MS. PACK: Okay. Can I also have the map that had all the red and the . . .
VOICE IN THE AUDIENCE: Yellow.
MS. PACK: . . . yellow. I'm not good at that.
MR. JONES: That's all right. We're here to help you.
MS. PACK: I was a teacher. I did things by color.
Nope. Yep. That one. Okay.
The commercial property next to Barranger, which is on your far right, is an apartment

Page 54

complex, with no egress onto Barranger. Just want to make that clear.
The house on Hillview is behind a holding pond. Is behind a holding pond that Dodge's put in. It does look across the street. That is true, to the back parking lot of the shopping center, which also has a holding pond. So it kind of like looks across the street. You'll see that in some of the photographs.
I think my point, I totally agree with the -- maybe I don't understand all of Chapter 3, and this, that, and the next thing. But the thing that concerns myself and my neighbors, who could not be here today, for various reasons is that we have a housing development. It's our neighborhood. And if . . . Stop?
MR. PYLE: Ma'am, if you'll finish your thought.
MS. PACK: Okay. If we allow a business -- and it is a business; it's a construction business -- to come in and set up shop, who's to say the next house isn't going to get it? And that goes to urban sprawl. And we don't want it in our neighborhood.
MR. JONES: Mr. Chairman, just trying to

Page 55

help her out.
If you don't mind, could we ask her specifically does she support or she doesn't support? She didn't say that at the beginning so we could be clear of what, for the record.
MS. PACK: I do not support it.
THE CHAIRMAN: Thank you for clarification, Horace.
Okay. Paula Adams Dotty -- Doty.
MS. DOTY: Some days I'm Dotty. Probably Dotty today, but it's Doty.
THE CHAIRMAN: Okay.
- - -
PAULA ADAMS DOTY, upon being duly sworn, was examined and testified as follows:
- - -
MS. DOTY: Paula Adams Doty. I defer to Christine Pack.
THE CHAIRMAN: I'm sorry?
MS. DOTY: I defer to Christine Pack.
THE CHAIRMAN: Okay. You're going to donate your time to her?
MS. DOTY: Yes.
THE CHAIRMAN: Okay. We do allow for donation of time. She can come back up and

Page 56

speak for your time period.
MS. DOTY: Okay. Thank you.
THE CHAIRMAN: Now, I just want to make clear that if you donate your time, you personally will not be allowed to speak at the BCC.
MS. DOTY: That's fine.
THE CHAIRMAN: Okay. All right.
MS. PACK: The only reason I would like to continue speaking is to verify the fact that this is a neighborhood. It is not a business establishment, a place for businesses.
Yes, we do get traffic from Dodge's, as Mr. Page indicated. I don't think it's 6,000 cars, but we get more traffic going to Nativity Catholic Church every Sunday.
I would like to state that children -- people are moving into our neighborhood, young families. It's vibrant. It's not us old folks all the way.
I'm not directly impacted by this. I live further north of David Street. But it's my neighborhood. And I just want to finish with that.
If you have any questions about the

Page 57

photographs -- I think they speak well. The only thing I would add to those photographs is when the county put the sign for the meeting, this hearing, they put it on the right-of-way.

Mr. Reese's sign went up, and they lifted that and put it behind. And I did take pictures of that. But one of my neighbors moved it back to the right-of-way so everyone could see it. And it again was moved behind his sign. I don't know why. But anyway, I'm supposed to tell you that.

Thank you for your time.

THE CHAIRMAN: All right. Thank you, ma'am.

Mr. Larry Downs, Jr.

Good morning, sir. Please be sworn in, and state your name and address for the record.

- - -

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

- - -

MR. DOWNS: Larry Downs, Jr., 12156 Havburg Drive, Pensacola, Florida.

Compatibility. That's what I want to speak on. You know, there's . . . Mr. Page has

Page 58

already discussed and so has the owner that there's commercial property there.

This has been going on, just like Mr. Horace said, you know, for always. You know, those -- those properties were zoned commercial before they were commercial, which I'm assuming that those residential lots were zoned residential before they were residential.

So compatibility. There's got to be some way for these people that are right there to have some sort of commercial use, something.

Because why should they . . . You know, maybe it's not somebody who bought it for an investment. Maybe it's the actual owner who now has to live next to -- Maybe it's the one next to it, behind it on the second row.

My parents' place has been in a residential neighborhood, which is Downs Plumbing, for over 30 years. And it works perfectly fine. Same way with Gulf Coast Traffic Engineering. You know they're on Kipling.

And there's businesses all up and down those neighborhoods. And compatibility is in the -- I guess would be a perception. You know,

Page 59

who gets to decide those things, and who gets to devalue people's property? You know. Or their rightful use of it?

And, you know, who gets to pick and choose? Obviously, y'all do. And then, obviously, the Board has to approve or deny what y'all choose.

But I believe what we're dealing with here is their property is next to commercial property, right next to it. There's got to be something that they can use that property for other than as a residential use.

And then, of course, it's a conundrum because then you got the one next to it, you know, and then the one next to it.

There's got to be some type of gradual way to get this to where it's not a huge impact but people can use their properties. Maybe some type of, you know, real estate office. Maybe a dental office, something. There's got to be some kind of way to go from pure commercial of 6,000-plus vehicles to maybe just, you know, a few.

Anyways, I'm for what Mr. Buddy Page has presented for this property and the property

Page 60

owner. It's a smaller property. They're going to have to go through everything else, all the other hoops and hurdles that this department and every other overreaching government department requires.

So I'm sure they're not going to be able to build a giant facility there, so let them have their property rights.

Thank you.

THE CHAIRMAN: Thank you, Mr. Downs.

Robert Huffman.

Yes, sir.

Sir, if you'll be sworn in and state your name and address for the record.

- - -

ROBERT HUFFMAN, upon being duly sworn, was examined and testified as follows:

- - -

MR. HUFFMAN: My name is Robert Huffman, and I reside at 9511 Barranger Drive.

Could we bring that plat map back up? The colored on that was just up?

I'm just -- I've never attended one of these before. I'm just going to be pretty short. I'm just going to state for the record

Page 61

I'm in disagreement with zoning this commercial.
I'm two houses behind on Barranger, behind the new Krispy Kreme. And my concern is just going to be, you know, encroachment into the neighborhood.
THE CHAIRMAN: Okay.
MR. HUFFMAN: Thank you.
THE CHAIRMAN: All right. Thank you, sir. All right.
I don't think I've missed anyone that has signed up for this case, but is there anyone who has not already spoken on this case that wishes to speak?
(No response.)
THE CHAIRMAN: All right. Hearing none, I will hereby close the public comment portion of the meeting.
Mr. Page, if you'd like to come forward and make a closing statement.
MR. PAGE: No closing, Mr. Chairman.
THE CHAIRMAN: Okay. Nothing else.
Staff, anything else?
MR. MacCARTEE: I would just reiterate the location criteria, the local road, residential subdivision, intrusion of the commercial

Page 62

development is primarily the intent that some of these criteria cannot be met in this case.
THE CHAIRMAN: Okay.
Mr. Downs actually brought up a very good point. We wrestle with this all the time, is the transitional period between the commercial and residential area. And it's always a big struggle.
And there are some things in the code that require the development review process to pick up, and things like fencing, and shrubbery, and things like that, that help with that transition.
But if we could, staff, can we bring up what are the allowed uses in MDR right now? I'd like to just kind of look at that, and then compare it with what we allow in the commercial.
MR. MacCARTEE: Yes.
The primary intent of the medium-density residential zoning district is single-family residential.
THE CHAIRMAN: Okay. Would there be a zoning district between MDR and commercial that would allow for them to operate a small, low-intensity office, kind of along the lines of

Page 63

what Mr. Downs is suggesting, that there be a transitional period there?
MR. MacCARTEE: I think what you're referring to may be the high-density mixed-use zoning district or low-density mixed-use zoning district, LDMU, HDMU.
There are a mix of uses concerning residential and commercial activities, small scale.
I would say for the record the location criteria for any nonresidential use that would be reviewed at the DRC level, site plan review level, it would be hard to meet any of the commercial uses unless the road was, a, reclassified by the county engineer as a collector of some sort. But this is not on a corner lot such as the other ones.
I would say that if that was the case, and if that was the direction of the Board, it would still be severely limited to only residential and not necessarily commercial. That's kind of beyond this point.
But, again, the location criteria, it would still be in effect regardless of what the zoning is in general.

Page 64

MR. JONES: Yes. Yes. Very good.
And just to reiterate very briefly, yes, whether it's low-density mixed-use or high-density mixed-use, the location criteria still must be met. It still must be met.
That is part of the Land Development Code. That is the -- That's the black and white Land Development Code.
This Board, you can take into consideration of what Mr. Page presented, but the black and white language of the Land Development Code, it is a local road, whether it's low-density mixed-use or high-density mixed-use, whether it's a real estate office or whatever, meeting that criteria, unless the Board still reviews it and, say, provides some type of findings that they nullify what staff has done, that criteria still must be met, the black and white language of that requirement as contained within the Land Development Code. But the Board can make a decision otherwise.
MR. PYLE: Mr. Chair, Mr. Jones earlier stated something I just kind of disagree with and said basically that this is poor planning.
And I don't . . . Why I disagree is, I

don't think it's planning at all. It is -- it is -- this is all reactionary. And this is why we're in the conundrum that we're in.

MR. JONES: Yes, sir. Agree with that.

MR. PYLE: We're having to deal with something. And you're going to draw the line. I appreciate that. And I appreciate the black and white nature of the letter of the law, but I always -- it's really distasteful to restrict an owner's usage, especially when I think the cat was let out of the bag about five years ago.

I think everybody that utilizes UWF or lives in that neighborhood knows these side roads like the back of their hand because that's the only way you can really get around that area. I mean, that's just the reality of it.

And I tend to weigh on the applicant and the agent in these cases. I don't just necessarily go to the folks that live in the neighborhood because it's not in my back yard, but I also understand that the applicant also knew what the property was when it was purchased, and that was a fact of life.

Now, I concur with Mr. Buddy's findings regarding -- I mean, everybody else uses that



access. It sounds counterintuitive. You're saying it has frontage on Nine Mile Road, but, oh, well, we don't use it.

I get it. And it's probably safer to state it, in their infinite wisdom -- I don't know -- but, you know, it seems to be, yeah, but that's on the corner with Nine Mile Road.

So what? You can't use it. You still have to use these side roads, which, in my opinion, backs up Mr. Page's argument.

I think what's before us is -- I tend to weigh the neighbors who -- they bought it when it was a neighborhood. So did the applicant. They bought it, and they also knew what the zoning was.

And they have a great argument. I just think this is not planning. This is in no shape or form or fashion planning. This is reaction. And every case that we have just seen is due to the same issue. It's a reactionary land-use property rights, so on, and so forth, against what we have already in the books and what we can and cannot do.

MR. JONES: Mr. Pyle, if I may, good collaboration and the feedback.



And, Mr. Briske, based upon what Mr. Downs stated, now, there is a zoning category, if the staff so wishes, that could allow for a more scaled-down -- Because commercial has many, many uses.

THE CHAIRMAN: Right.

MR. JONES: Many adverse -- many adverse uses. For example, low-density mixed-use zoning category. It would allow for a -- I'm just asking Mr. Page -- low-density mixed-use category.

It would allow for neighborhood-type uses with a scale. Now, yes, the location criteria still has to be met, but the Board can say -- can provide an alternative, if the Board so desires.

But with a scale of the size of 6,000 square feet, with more real estate offices, doctor offices, which could be more transitional because of the corner lot, more smaller scale, because the lot size is very, very constrained anyway. So office, dental office, pet parlor, all those -- personal service shop, something that may be more amenable or more acceptable to the community with that low-density mixed-use



development, with that small scale of 6,000 square feet building site.

So that is a neighborhood-type, commercial-type use that may be more transitional, that may work and still work with the -- still work with the corner lot.

As you go from the subdivision. Then you go to a more commercial-type use. Then you more -- neighborhood use. Then you go to the higher end, with road frontage off of Nine Mile, with sitting on Nine Mile Road.

So that may --

THE CHAIRMAN: I mean, that's really the conundrum that we're in --

MR. JONES: Yes.

THE CHAIRMAN: -- is that we don't have a transition period.

We go directly from commercial, and then it's got to go right to residential. These type of things, even if -- even if he was suggesting that he go to this use, we would still have to override the staff's findings --

MR. JONES: Yes. Absolutely.

THE CHAIRMAN: -- of the locational criteria --

MR. JONES: Yes.
THE CHAIRMAN: -- and still -- so that may be something that we need to look into in future workshops, that we need to have that transitional period.
I mean, what Mr. Downs said is exactly right. It needs to kind of step down as you go into the neighborhood because not -- I mean, what happens when you max out, and all of your properties along the arterial road are gone? Now you have nowhere for any additional businesses to grow.
So I think we'd be limiting any kind of growth at all. And, I mean, you know, I'm not necessarily saying I disagree with the people that are living next door to it. They don't want to see this come in.
But I'm just saying, I think as a county and as a Board, we need to do more planning than reacting is exactly a very good way of putting it.
So, Mr. Page, you raised your hand, so come forward. We haven't started a motion yet.
MR. PAGE: Mr. Chairman, while that sounds good, I think we would get right back into a



position of being classified as a spot zoning because this lot is very small, unless there is something that would be more comprehensive than that.
And if it was a spot zoning and the Board approved it, it would be subject to challenge under 163. And that would simply just delay, delay and delay. We would prefer to be consistent with what we requested.
Understand what's been offered. And if that's a type of offering on a larger scale, that might work out well. But this is just a very, very small lot.
And, Mr. Chairman, your concern about that is very timely. We have two major projects, not to -- not to get off of the subject here. But we have two major projects that are going to be coming forward that are going to be the same type of situation.
And they should be probably before the Board in October or November, one of the two. But today we'd rather just go with what we have, so we don't risk a challenge because of spot zoning.
THE CHAIRMAN: Okay. So you'd like to



continue to move forward as is?
MR. PAGE: Yes, sir.
THE CHAIRMAN: With your stated findings. Okay.
MR. JONES: And, Mr. Briske, just to help summarize this up, again, we do need to note this again, that this is changing a zoning category.
This is a rezoning. What that's involved with is an existing well-established neighborhood. We do want to make sure -- The Board is saying -- Board -- everything is going around.
It was -- it was . . . We looked at this very carefully, but we do need to be mindful of the fact that zoning -- that zoning -- you have to look at the subdivisions.
We do want to continue that trend of moving forward and changing the zoning categories that's abutting our subdivision.
Those are -- that's a well established neighborhood. And plus, those commercial-zoned properties are already there. So that's the -- We do understand. We can see what's on the map. But continuing with that pattern, that's the



decision that this Planning Board has got to look at and look into.
MR. PAGE: Mr. Chairman, just an additional comment. We had four speakers. Two of the speakers -- I think I heard the lady speaker indicate that they live considerably further up the road than right on the site.
Mr. Downs, I think, lives way over to the left-hand side of the county. Mr. Huffman lives on Barranger, which is a side road. These were the four speakers that showed up.
The speakers next door to the north and next door to the east and probably for several homes around that were notified, and they're not here.
Mr. Chairman, I hear what's being said about this is a cohesive neighborhood, but the neighbor most affected apparently did not show up today.
THE CHAIRMAN: Okay. All right. It might be difficult to get here. These are during work hours, so I can't consider that, I believe.
MR. PYLE: I concur. But I also say that it cuts both ways. I -- Again, I always find it incumbent upon the agent to -- again, this is my

Page 73

opinion and nothing more than that.
Everybody may disagree with this, but I always think in these cases, and I think it's incumbent upon the agent making a change that would affect the neighborhood, whether they live next door or at the very end of that neighborhood they bought into at the time that everybody purchased, it was still under this idea that it was a residential neighborhood.
It's incumbent upon the agent to persuade and/or gain favor with those folks in the neighborhood with whatever it is they're going to do, seeing how we cannot take that into consideration. But that's just my opinion.
THE CHAIRMAN: Anyone else want to comment before we call for a motion?
MR. INGWELL: Only question I have is, does the state have any plans for that portion of Nine Mile, as far as like turn lanes? Is there anything in the works?
MR. JONES: Only thing I know, there's a lot of construction going on on Nine Mile Road. We don't know where they are going with that. There's lots of construction going on, so we really don't know.

Page 74

MR. FISHER: John Fisher, senior planner.
As a CCC member, there's nothing in the five-year program for that area at all.
MR. JONES: Right.
THE CHAIRMAN: Okay.
MR. FEARS: Is there a FLU map?
MR. MacCARTEE: The FLU is mixed-use urban abutting the commercial.
MR. FEARS: So there's reckoning coming anyway.
MR. JONES: Not necessarily. Not necessarily. That does not -- The future land-use map does not mean that's the future that is going to have more mixed-use urban. Does allow for residential and commercial. That does not mean that more commercial is going -- it's just a range of zoning categories. Range of uses that is in effect right now.
MR. FEARS: Very hard to see any other path of behavior, given today's expanding climate.
MS. HIGHTOWER: Mr. Briske.
THE CHAIRMAN: Yes, Ms. Hightower.
MS. HIGHTOWER: I'm not really a member of the group, but I have been sitting here a few

Page 75

years.
And I just wanted to reiterate what Mr. Jones was talking about. The land that is zoned commercial at this time was zoned there.
And I just want to ask Mr. Jones, if you were to change this zoning, does that become the argument for future cases?
THE CHAIRMAN: Let's go ahead and answer on the record, Mr. Jones. We'll get you on the record with this.
MR. JONES: Yes. That is always a possibility.
And I know -- and I've been to -- and I've been knowing Mr. Page a long time -- that if that is done, that someone can reference this as, well, you did for this case, and so, therefore, that's a possibility that you could be establishing precedent, so -- and that's what -- that's what we've got to try to stay with.
Staff always tries to stay with the code and let the Board make the hard decisions.
THE CHAIRMAN: You say that, but the Board does have the authority to override the locational criteria and accept his.

Page 76

MR. JONES: Yes, sir. Yes, you do, yes, sir.
THE CHAIRMAN: I mean, it's really not your final decision. We make the recommendation, and then the Commissioners make the final decision.
MR. JONES: Yes, they do.
Thank you for the correction, Mr. Briske. You're right.
THE CHAIRMAN: All right. Does anybody want to make a motion?
MR. PYLE: Nobody wants to make a motion, but I will.
In Case Z-2019-14 and in support of staff's findings, not allowing this to pass at this time.
THE CHAIRMAN: Okay. So it would be denial of the rezoning request. Okay.
Do we have a second for that?
MR. INGWELL: Second.
THE CHAIRMAN: Okay. Any further discussion?
(No response.)
THE CHAIRMAN: All those in favor of the motion say aye.

(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
MR. FEARS: Nay.
THE CHAIRMAN: We have one opposition.
Motion carries. So it's a recommended denial to the Board of County Commissioners, with one opposition on the case.
MR. DOWNS: Who was that opposition?
THE CHAIRMAN: Mr. Fears.
Okay. At this time, we've been going for quite a while. And I've gone through a sneezing fit, so let's go ahead and take about a five-minute break. Please come back quickly to your seats, and then we'll get started again.
(Hearing concluded at 10:18 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. B.**

**Meeting Date:** 09/03/2019
**CASE :** Z-2019-14
**APPLICANT:** Wiley C. "Buddy" Page, Agent for Jennifer Reese, Owner
**ADDRESS:** 9500 Hillview Drive
**PROPERTY REF. NO.:** 05-1S-30-0407-190-001
**FUTURE LAND USE:** MU-U, Mixed-Use Urban
**DISTRICT:** 5
**OVERLAY DISTRICT:** N/A
**BCC MEETING DATE:** 10/03/2019

---

**SUBMISSION DATA:**
**REQUESTED REZONING:**

**FROM:** MDR, Medium Density Residential district (10 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.

**CPP FLU 1.3.1 Future Land Use Categories.** The Mixed-Use Urban (MU-U) Future Land Use (FLU) category is intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Range of allowable uses include: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic, limited agriculture. The maximum residential density is 25 dwelling units per acre.

**CPP FLU 1.5.1 New Development and Redevelopment in Built Areas.** To promote the efficient use of existing public roads, utilities, and service infrastructure, the County will encourage 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).

**CPP FLU 2.1.2 Compact Development.** To promote compact development, FLUM amendments and residential rezonings to allow higher residential densities may be allowed in the Mixed-Use Urban (MU-U) and Mixed-Use Suburban (MU-S) future land use categories.

**FINDINGS**

The proposed amendment to Commercial is consistent with the intent and purpose of Future Land Use category MU-U, as stated in CPP FLU 1.3.1. The range of allowable uses under the MU-U FLU category provides for a mixture of commercial and residential development, as described in the application. The property is located in an area around Nine Mile Road that has been under redevelopment for the past several years. The project will promote the use of existing public roads, utilities and infrastructure, fulfilling the requirements under CPP FLU 1.5.1. The proposed rezoning would also promote higher residential density in the MU-U FLU category as stated in CPP FLU 2.1.2.

**Criterion b., LDC Sec. 2-7.2(b)(4)**

**Consistent with The Land Development Code**

The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3.

**Sec. 3-2.7 Medium Density Residential district (MDR).**

**(a) Purpose.** The Medium Density Residential (MDR) district establishes appropriate areas and land use regulations for residential uses at medium densities within suburban or urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density than the Low Density Residential district. Residential uses within the MDR district are limited to single-family and two-family dwellings. The district allows non-residential uses that are compatible with suburban and urban residential neighborhoods.

**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 medical 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.

**(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.

**FINDINGS**

The proposed amendment **is not** consistent with the intent and purpose of the Land Development Code. The Commercial district establishes appropriate areas and land use regulations for general commercial activities, especially the retailing of commodities and services. The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts. To maintain compatibility with surrounding uses, all commercial operations within the Commercial district are limited to the confines of buildings and not allowed to produce undesirable effects on surrounding property. The proposed amendment **does not** meet the location criteria requirements, as stated in Sec. 3-10(e), due to the property being located along a local road and is abutting a single-family residential zoning district of MDR. The applicant has submitted a compatibility analysis. The Planning Board or the BCC have the right to waive the locational criteria upon reviewing the compatibility analysis submitted by the applicant. The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county. The parcel is not within a county redevelopment district.

**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 not compatible** with surrounding residential uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts Com, HDR (High-Density Residential), and MDR. The current property has an established residential use. The commercial uses for the proposed rezoning **is compatible** with the properties located to the south of the subject property, yet those properties have frontages along Nine Mile Road, an arterial road. In particular, the gas station property that adjoins the property is apart of the same residential subdivision of the subject property. A single family residential use is located on the site. Single family residential uses are located to the north of the property and have frontages on local streets. The more intense uses of the Com zoning district **would not be compatible** with the residential use adjoining the site and to the north of the subject parcel as the majority of the surrounding property is residential. The proposed rezoning to Com would encroach on the existing and well-established residential subdivision. The proposed rezoning would promote strip commercial development in the residential area. The applicant has submitted a copy of the plat depicting the commercial property. See exhibit A "Plainfield Subdivision" and exhibit B "Subdivisions". All site plan regulations such as parking, buffering and uses would have to meet all the Land Development Code regulations.

**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 proposed zoning of Com would not be spot zoning by definition, however the district **would not be transitional** in character between the adjoining districts. The differences with those districts would be significant in that the Com district allows for more intense commercial than the residential uses of the MDR district. The current area to the south has a concentration of commercial zoning and uses already in place. The subject parcel has a residential use. The parcel does adjoin a parcel to the north which is a current single family resident with a MDR zoning,

but also joins a much more intense zoning Com to the south. The subject parcel also fronts a local road.

**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**

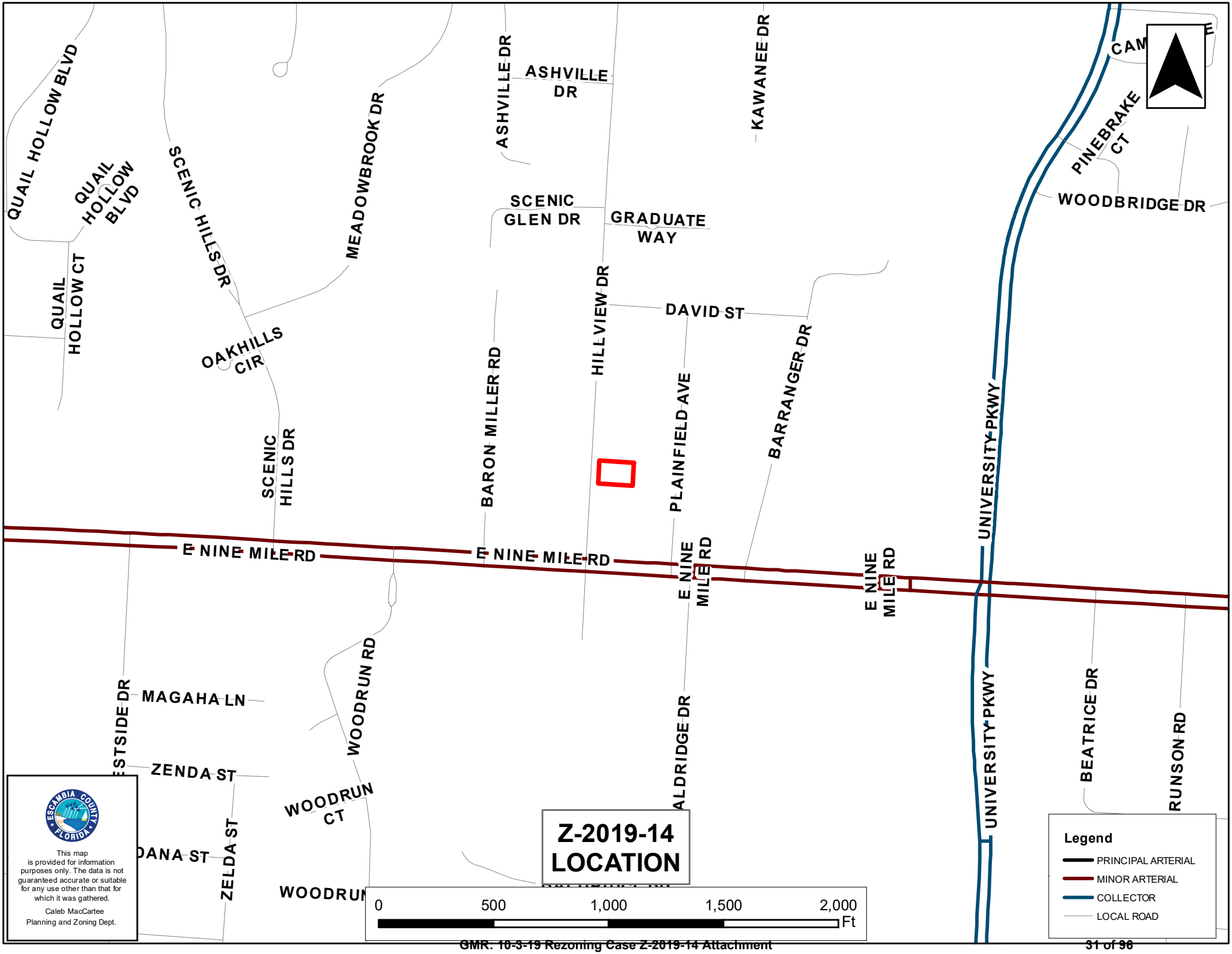
The land uses or development conditions within the area surrounding the property of rezoning **have changed.** Directly west of the subject property is a new retail development. Within the area surrounding the property, new retail uses have been established within the existing Com zoning district. See exhibit C "Surrounding Development" map.

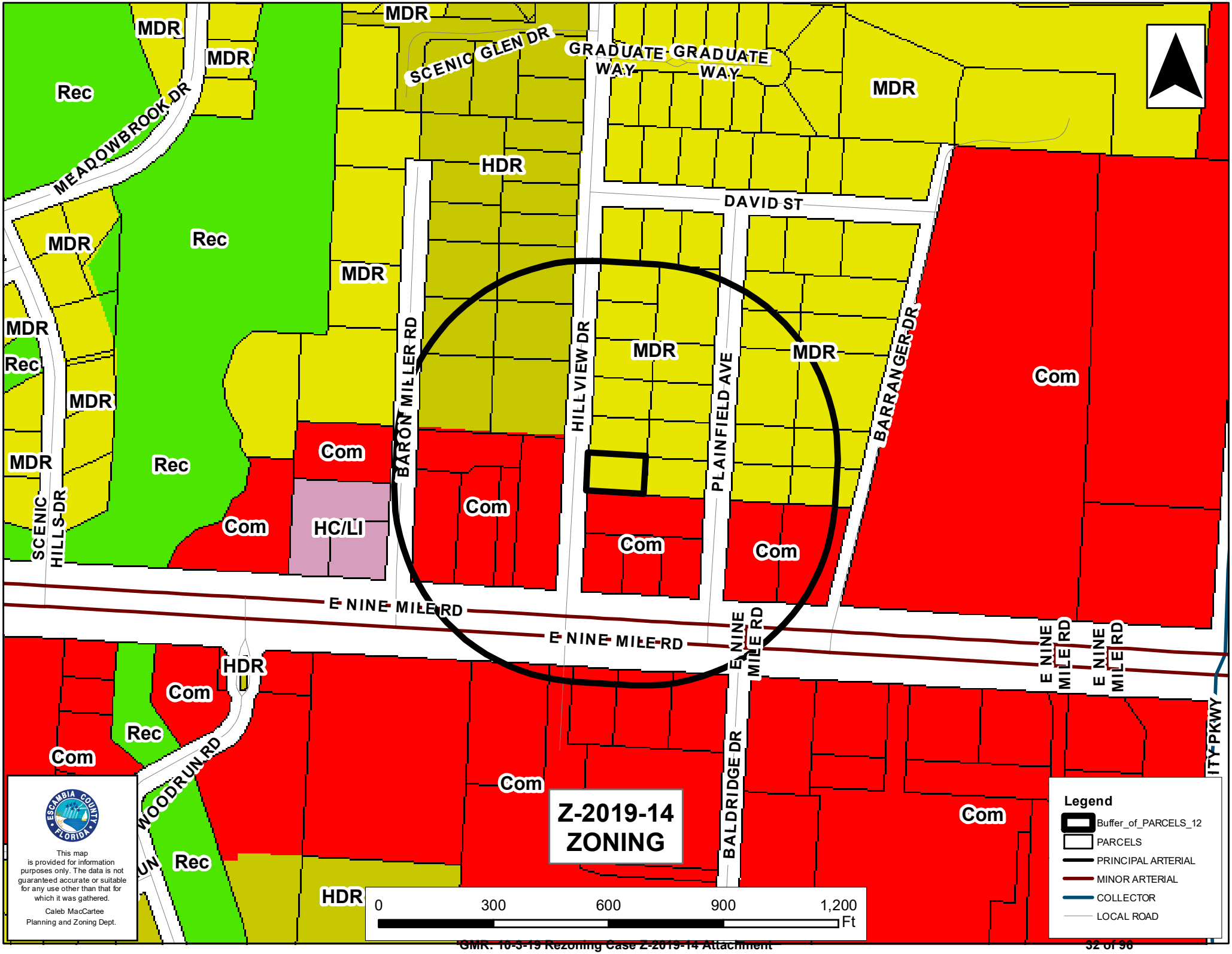
---

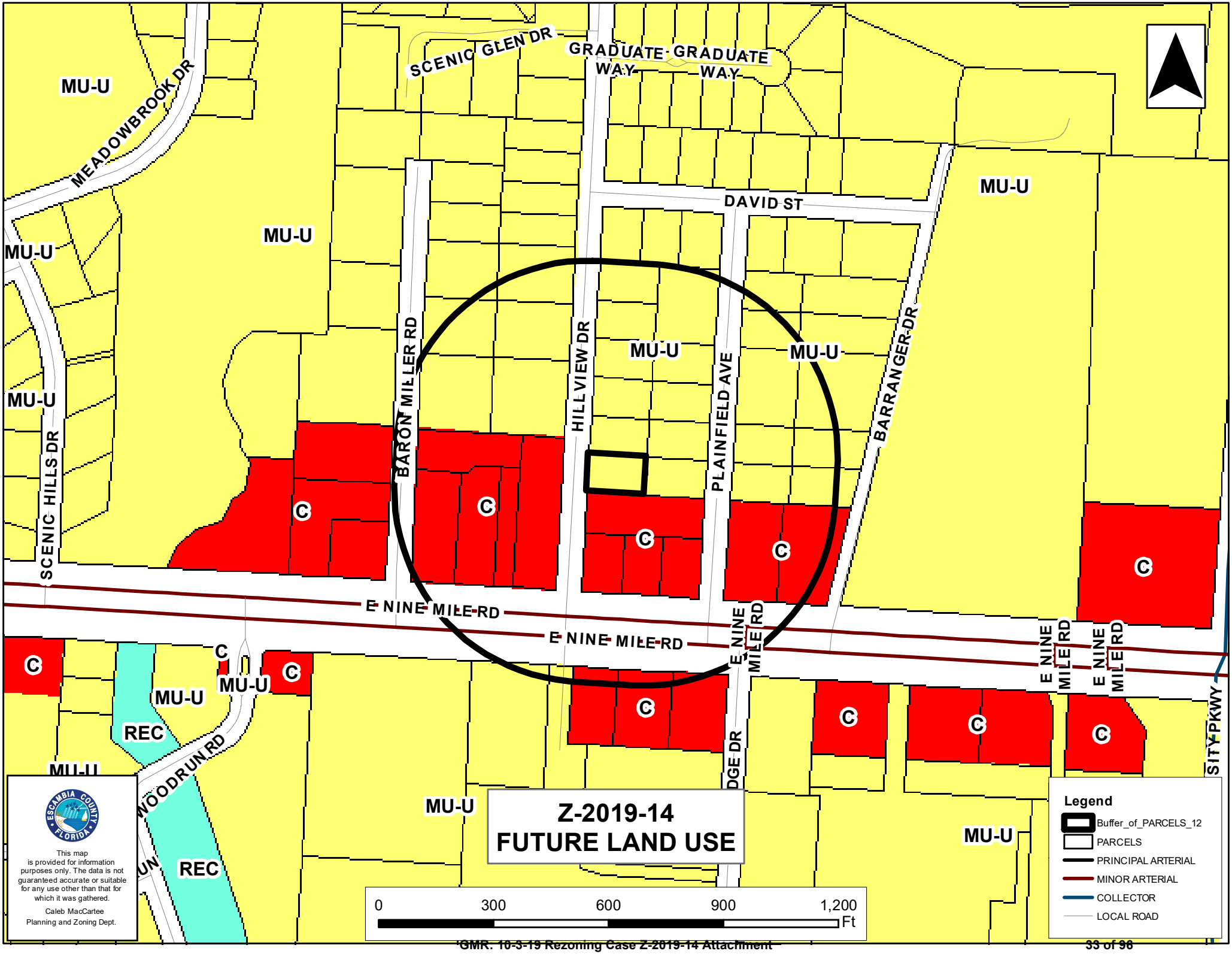
**Attachments**

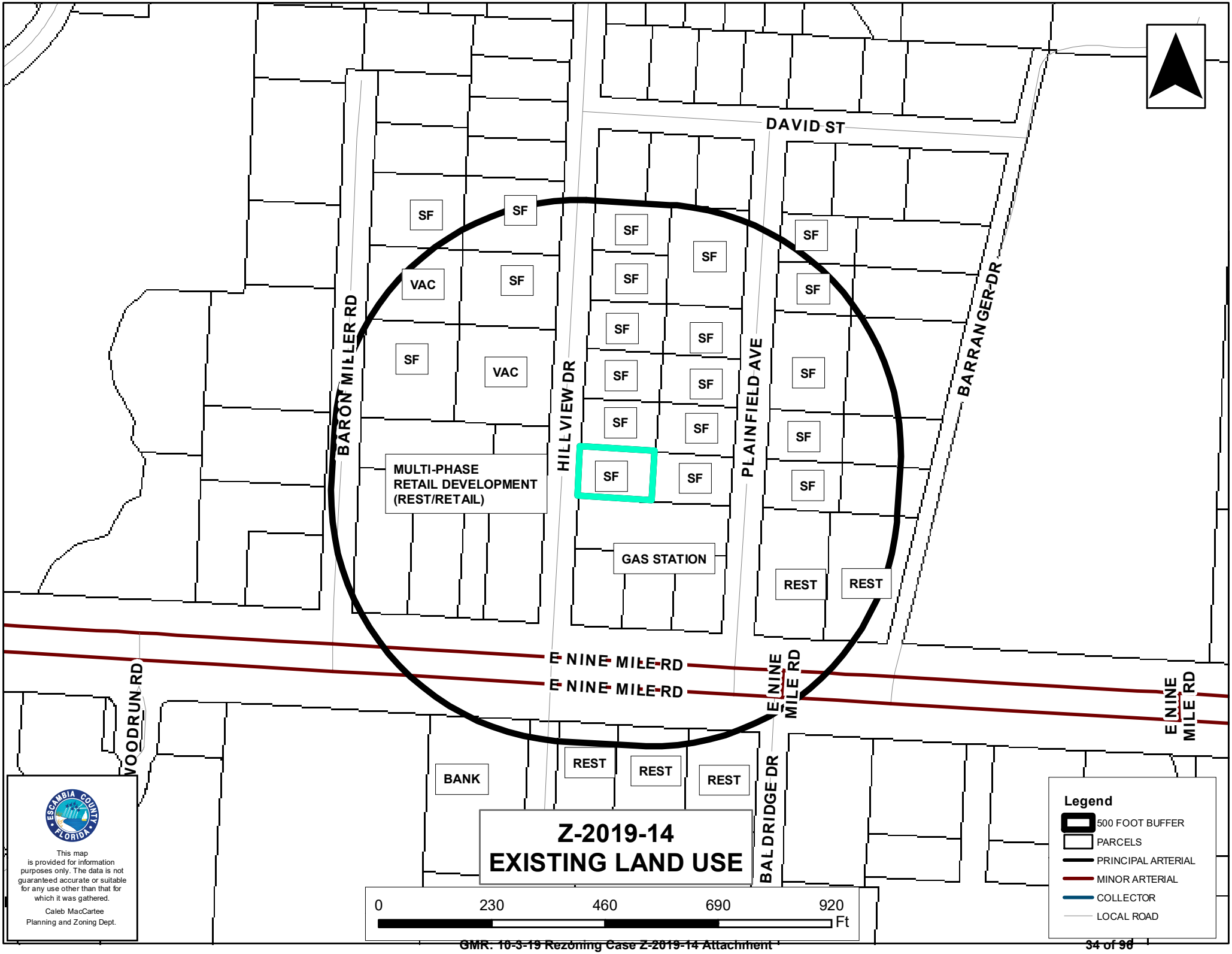
Working case file 14

---

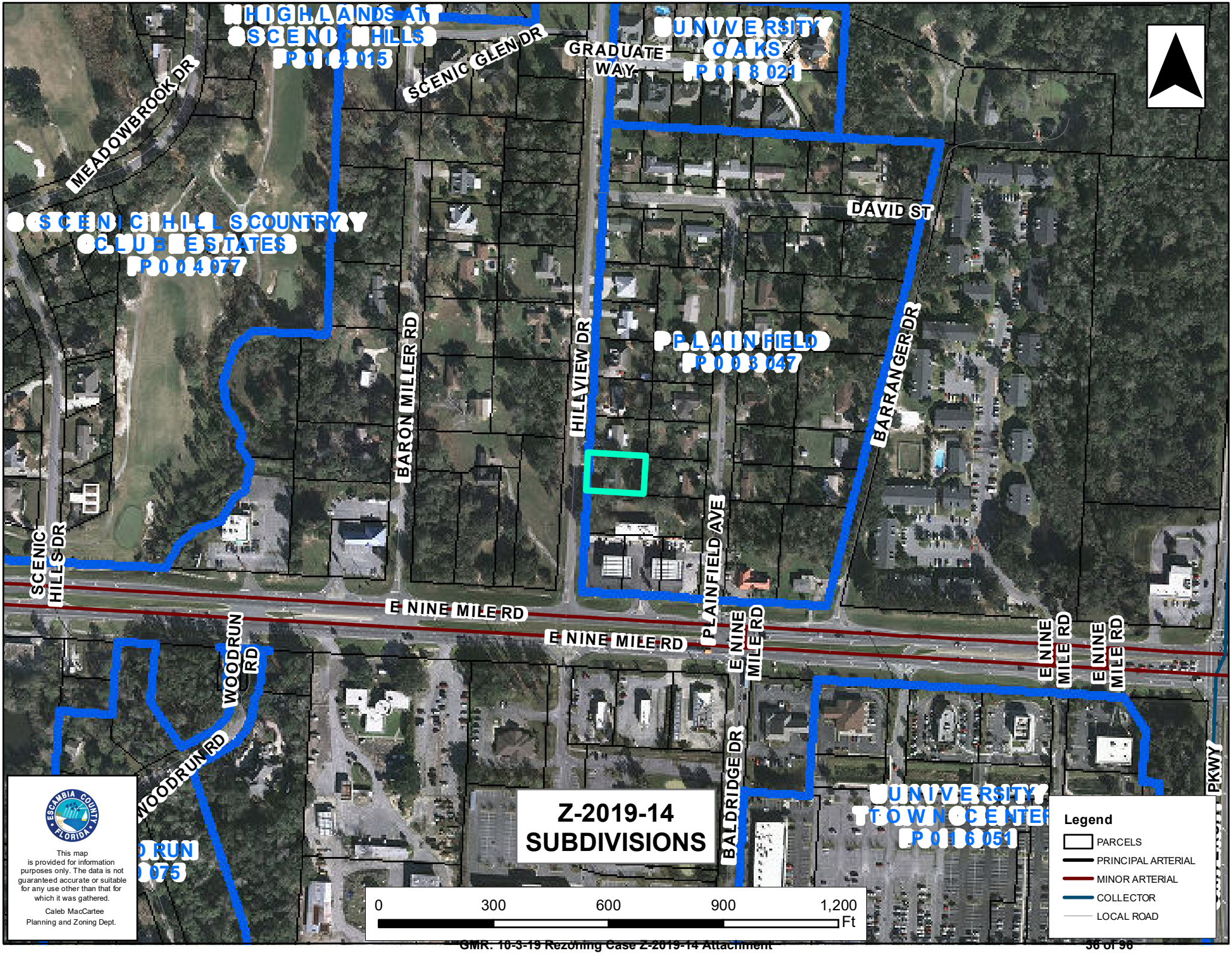

QUAIL HOLLOW BLVD
QUAIL HOLLOW BLVD
QUAIL HOLLOW CT
SCENIC HILLS DR
MEADOWBROOK DR
ASHVILLE DR
ASHVILLE DR
KAWANEE DR
SCENIC GLEN DR
GRADUATE WAY
HILLVIEW DR
DAVID ST
OAKHILLS CIR
SCENIC HILLS DR
BARON MILLER RD
PLAINFIELD AVE
BARRANGER DR
PINEBRAKE CT
WOODBRIDGE DR
UNIVERSITY PKWY
E NINE MILE RD
E NINE MILE RD
E NINE MILE RD
E NINE MILE RD
WESTSIDE DR
MAGAHA LN
WOODRUN RD
ZENDA ST
WOODRUN CT
DANA ST
ZELDA ST
WOODRUN
ALDRIDGE DR
UNIVERSITY PKWY
BEATRICE DR
RUNSON RD
Z-2019-14 LOCATION
0
500
1,000
1,500
2,000
Ft
Legend
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.
Caleb MacCartee
Planning and Zoning Dept.

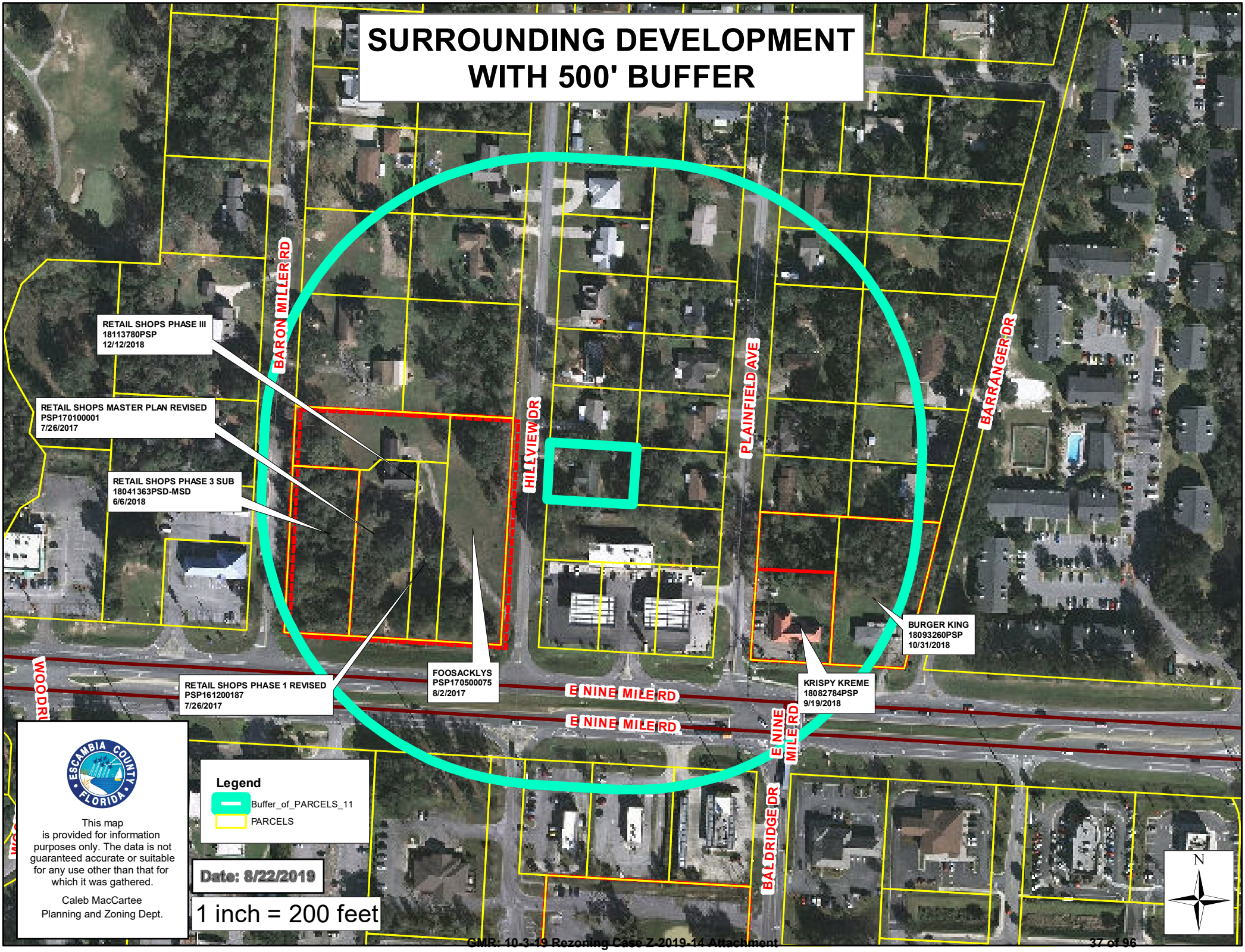

MDR
MDR
MDR
SCENIC GLEN DR
GRADUATE WAY
GRADUATE WAY
MDR
Rec
MEADOWBROOK DR
HDR
DAVID ST
MDR
Rec
MDR
MDR
Rec
MDR
BARON MILLER RD
HILLVIEW DR
MDR
PLAINFIELD AVE
MDR
BARRANGER DR
Com
MDR
Rec
MDR
SCENIC HILLS DR
Com
Com
HC/LI
Com
Com
Com
E NINE MILE RD
E NINE MILE RD
E NINE MILE RD
E NINE MILE RD
E NINE MILE RD
HDR
Com
Rec
Com
WOODRUN RD
Com
BALDRIDGE DR
Com
Rec
HDR
Z-2019-14
ZONING
0
300
600
900
1,200
Ft
Legend
Buffer_of_PARCELS_12
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Caleb MacCartee
Planning and Zoning Dept.


MU-U
MEADOWBROOK DR
SCENIC GLEN DR
GRADUATE WAY
GRADUATE WAY
DAVID ST
SCENIC HILLS DR
BARON MILLER RD
HILLVIEW DR
PLAINFIELD AVE
BARRANGER DR
C
E NINE MILE RD
REC
WOODRUN RD
SITY PKWY
Z-2019-14
FUTURE LAND USE
0
300
600
900
1,200
Ft
Legend
Buffer_of_PARCELS_12
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.
Caleb MacCartee
Planning and Zoning Dept.


DAVID ST
BARON MILLER RD
HILLVIEW DR
PLAINFIELD AVE
BARRANGER DR
SF
VAC
MULTI-PHASE
RETAIL DEVELOPMENT
(REST/RETAIL)
GAS STATION
REST
BANK
E NINE MILE RD
E NINE MILE RD
E NINE MILE RD
WOODRUN RD
BALDRIDGE DR
Z-2019-14
EXISTING LAND USE
0
230
460
690
920
Ft
Legend
500 FOOT BUFFER
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.
Caleb MacCartee
Planning and Zoning Dept.

HILLVIEW DR
PLAINFIELD AVE
Z-2019-14
AERIAL
0
100
200
300
400
Ft
Legend
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.
Caleb MacCartee
Planning and Zoning Dept.


HIGHLANDS AT SCENIC HILLS P014015
SCENIC GLEN DR
GRADUATE WAY
UNIVERSITY OAKS P018021
MEADOWBROOK DR
SCENIC HILLS COUNTRY CLUB ESTATES P004077
DAVID ST
BARON MILLER RD
HILLVIEW DR
PLAINFIELD P003047
BARRANGER DR
SCENIC HILLS DR
E NINE MILE RD
E NINE MILE RD
PLAINFIELD AVE
E NINE MILE RD
E NINE MILE RD
E NINE MILE RD
WOODRUN RD
WOODRUN RD
BALDRIDGE DR
UNIVERSITY TOWN CENTER P016051
PKWY
Z-2019-14
SUBDIVISIONS
0
300
600
900
1,200
Ft
Legend
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.
Caleb MacCartee
Planning and Zoning Dept.


SURROUNDING DEVELOPMENT WITH 500' BUFFER
RETAIL SHOPS PHASE III
18113780PSP
12/12/2018
RETAIL SHOPS MASTER PLAN REVISED
PSP170100001
7/26/2017
RETAIL SHOPS PHASE 3 SUB
18041363PSD-MSD
6/6/2018
RETAIL SHOPS PHASE 1 REVISED
PSP161200187
7/26/2017
FOOSACKLYS
PSP170500075
8/2/2017
BURGER KING
18093260PSP
10/31/2018
KRISPY KREME
18082784PSP
9/19/2018
BARON MILLER RD
HILLVIEW DR
PLAINFIELD AVE
BARRANGER DR
E NINE MILE RD
E NINE MILE RD
E NINE MILE RD
BALDRIDGE DR
WOO DR
Legend
Buffer_of_PARCELS_11
PARCELS
Date: 8/22/2019
1 inch = 200 feet
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.
Caleb MacCartee
Planning and Zoning Dept.
N

**PUBLIC HEARING SIGN**

**LOOKING SOUTHWEST ACROSS HILLVIEW**

**LOOKING SOUTH ON TO HILLVIEW**

LOOKING EAST ONTO PROPERTY

LOOKING NORTH ALONG HILLVIEW

**LOOKING WEST ACROSS HILLVIEW**

**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:** **July 17, 2019**

**RE:** **Transportation & Traffic Operations (TTO) Comments – Z-2019-14**

TTO Staff has reviewed the Rezoning Case Z-2019-12 9500 Hillview Drive (MDR to Com), agenda item for the Planning Board meeting scheduled for August 6, 2019. Please see the below comments.

Hillview Drive is a two-lane local roadway without paved shoulders. It is approximately 20 feet wide with a right-of-way of 66 feet. 9500 Hillview Drive is roughly 563 feet north of E Nine Mile Road.

Neither the County nor the Florida Department of Transportation have projects scheduled on Hillview Drive.

Per the Florida-Alabama TPO's Congestion Management Process Plan, East Nine Mile Road is classified as a Minor Arterial with a Maximum LOS of D and a corresponding daily volume threshold of 17,700. Near Hillview Drive, the daily volume on Nine Mile Road is 15,500. Hillview Drive is classified as a local street and assumed to be functioning within its allowable capacity for traffic volumes. The most recent daily traffic count on Hillview Drive was 950.

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., Engineering Department Director**
**Allyson Lindsay, Development Services Department**

Z-2019-12


# 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:**
**Parcel: 05-1S-30-0407-190-001**
**Owner: Jennifer Reese**
**Address: 9500 Hillview Drive**

Dear Mr. Jones:

The attached application requests Planning Board consideration for the rezoning of the referenced parcel from MDR Medium Density Residential to Commercial.

The application contains the required filing fee together with additional information regarding proof of ownership, location maps and a compatibility analysis.

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

19062151PPB

## Rezoning Application

FOR OFFICE USE ONLY - Case Number: Z-2019-12 Accepted by: AL PB Meeting: 8/6/19

1. **Contact Information:**

   A. **Property Owner/Applicant:** Jennifer Reese

   Mailing Address: 8925 Scenic Hill Drive Pensacola, Florida 32514

   Business Phone: _____ Cell: 850-390-6473

   Email: jeremy@rnlig.com

   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: 9500 Hillview Drive

   Parcel ID (s): 05-1S-30-0407-190-001

   B. Total acreage of the subject property: 0.3479ac

   C. Existing Zoning: MDR

   Proposed Zoning: Commercial

   FLU Category: MU-U

   D. Is the subject property developed (if yes, explain): Rental unit on site

   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.**

Owner intends to utilize site for retail uses allowed under the Commercial zoning classification.

**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 category is listed as an permitted use under the Mixed Use Urban FLU categories per CPP FLU 1.3.1 which states " The Mixed-Use Urban (MU-U) category is intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Range of uses include residential, retail and services, professional office, light industrial, recreational facilities, public and civic, limited agriculture."

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 category is consistent with the intent and stated purposes of the LDC as particularily found at Sec. 3-2-10 which states: The Commercial district establishes appropriate areas and land use regulations for general commercial activities, especially the retailing of commodities and services. The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed use districts."

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.
Property zoning within a 500' radius include Commercial, High and Medium Density Residential classifications.

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
A large commercial development is under construction directly across the street from the subject property

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.
The subject site is adjacent to Dodge's Fried Chicken Convenience Center to the south and across the street from a large commercial development across the street.

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.

**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): 05-1S-30-0407-190-001

Property Address: 9500 Hillview Drive Pensacola, FL 32514

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 21 DAY OF September, YEAR OF 2017.

| | | |
|---|---|---|
| Jennifer Reese | Jennifer Reese | 9/21/17 |
| Signature of Property Owner | Printed Name of Property Owner | Date |
| | | |
| Signature of Property Owner | Printed Name of Property Owner | Date |

## AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

**(if applicable)**

As owner of the property located at 9500 Hillview Drive Pensacola, FL 32514, Florida, property reference number(s) 05-1S30-0407-190-001 I hereby designate Wiley C."Buddy" Page for the sole purpose of completing this application and making a presentation to the Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property. This Limited Power of Attorney is granted on this _____ day of _____ the year of, _____, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: Wiley C."Buddy" Page Email: budpage1@att.net

Address: 5337 Hamilton Lane Pace, Florida 32571 Phone: 850-232-9853

| Signature of Property Owner | Printed Name of Property Owner | Date |
|---|---|---|
| Jennifer Reese | Jennifer Reese | 7/27/18 |
| | | |

| Signature of Property Owner | Printed Name of Property Owner | Date |
|---|---|---|
| | | |

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 27 day of July 2018, by _____.

Personally Known ☑ OR Produced Identification ☐. Type of Identification Produced: _____

| Signature of Notary | Printed Name of Notary |
|---|---|
| Jaime Moreau | Jaime Moreau |

(Notary Seal)

JAIME SMITHEE MOREAU
MY COMMISSION # FF969355
EXPIRES March 08, 2020
FloridaNotaryService.com

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 | Printed Name Owner/Agent | Date |
|---|---|---|
| Jennifer Reese | Jennifer Reese | 7/27/18 |
| | | |
| Signature of Owner | Printed Name of Owner | Date |

STATE OF Florida COUNTY OF Escambia The foregoing instrument was acknowledged before me this 27 day of July 2018, by _____.

Personally Known ☒ OR Produced Identification ☐. Type of Identification Produced: _____

| Signature of Notary | Printed Name of Notary |
|---|---|
| Jaime Moreau | Jaime Moreau |

(notary seal) JAIME SMITHEE MOREAU
MY COMMISSION # FF969355
EXPIRES March 08, 2020
FloridaNotaryService.com

Recorded in Public Records 3/17/2017 3:14 PM OR Book 7681 Page 1658,
Instrument #2017019582, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording $27.00 Deed Stamps $350.00

THIS INSTRUMENT PREPARED BY:
Partnership Title Company, LLC
1015 North 12th Avenue
Pensacola, FL 32501
File # 17FL-5879

# WARRANTY DEED

**TAX ID # 05-1S-30-0407-190-001**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS: That Scott Darryl Hines Grantor*, Address: 4129 El Camino Way, Apt L, Palo Alto, CA 94306, for and in consideration of Ten Dollars ($10.00) and other good and valuable considerations the receipt of which is hereby acknowledged has bargained, sold, conveyed and granted unto: Jennifer Reese , a married woman Grantee*, Address: 8925 Scenic Hill Drive, Pensacola, Florida 32514, grantee's heirs, executors, administrators and assigns, forever, the following described property, situate, lying and being in the County of Escambia, State of Florida, to wit:

**SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION**
**The above described property is not the homestead of the Grantor herein.**

Subject to taxes for current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed. Subject also to oil, gas and mineral reservations of record.

Said grantor does fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

*Wherever used herein, the term "grantee/grantor" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto, the use of singular member shall include the plural, and the plural the singular, the use of any gender shall include the genders.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal this 16 day of March, 2017.

Signed, sealed and delivered
in the presence of:

Scott Darryl Hines

Witness #1 Sign: MPandit
Witness #1 Print Name: MAULIK ANIL PANDIT

Witness #2 Sign: Victoria Santa Cruz
Witness #2 Print Name: Victoria Santa Cruz

STATE OF California
COUNTY OF SANTA CLARA

THE FOREGOING INSTRUMENT was acknowledged before me this 16 day of March, 2017, by Scott Darryl Hines, who have provided drivers' licenses as identification, and who did take an oath.

My Commission expires: DEC·10·2018

MPandit
Notary Public

(Notary Seal)

MAULIK ANIL PANDIT
COMM. #2089752
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My Comm. Exp. Dec. 10, 2018

## EXHIBIT "A"

## LEGAL DESCRIPTION

Lot 19, Block 1, Plainfield Subdivision, a subdivision of a portion of Section 5, Township 1 South, Range 30 West, according to plat filed in Plat Book 3 at Page 47 of the public records of Escambia County, Florida.

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

**General Information**

| | |
|---|---|
| **Reference:** | 051S300407190001 |
| **Account:** | 013943100 |
| **Owners:** | REESE JENNIFER |
| **Mail:** | 8925 SCENIC HILL DR<br>PENSACOLA, FL 32514 |
| **Situs:** | 9500 HILLVIEW DR 32514 |
| **Use Code:** | SINGLE FAMILY RESID |
| **Taxing Authority:** | COUNTY MSTU |
| **Tax Inquiry:** | Open Tax Inquiry Window |

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

**Assessments**

| Year | Land | Imprv |
|---|---|---|
| 2018 | $16,625 | $59,343 |
| 2017 | $16,625 | $54,206 |
| 2016 | $16,625 | $51,476 |

Disclaime

Amendment 1/Portabil

File for New Homestead

**Sales Data**

| Sale Date | Book | Page | Value | Type | Official Records (New Window) |
|---|---|---|---|---|---|
| 03/16/2017 | 7681 | 1658 | $50,000 | WD | View Instr |
| 11/28/2016 | 7628 | 388 | $100 | OT | View Instr |
| 01/1977 | 1082 | 138 | $100 | WD | View Instr |

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

**2018 Certified Roll Exemptio**
None

**Legal Description**
LT 19 BLK 1 PLAINFIELD PB 3 P

**Extra Features**
None

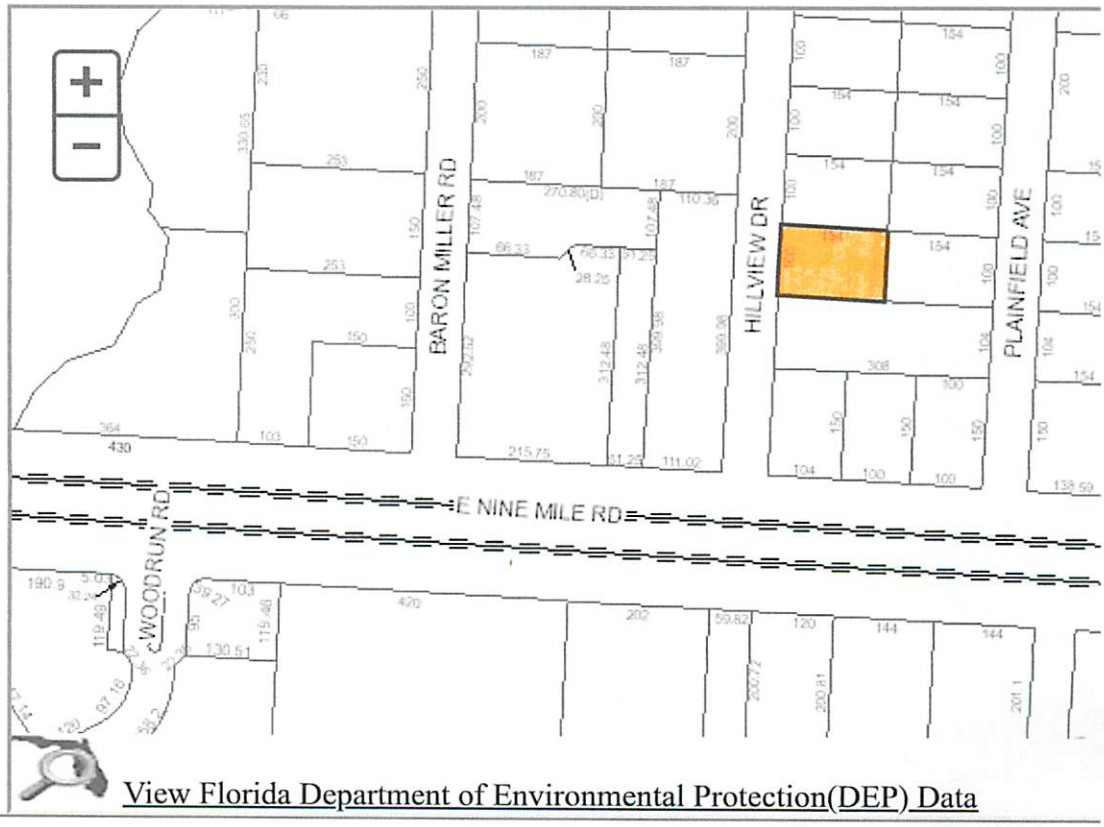
**Parcel Information**

**Section Map Id:**
05-1S-30

**Approx. Acreage:**
0.3479

**Zoned:**
MDR

**Evacuation & Flood Information**
Open Report




View Florida Department of Environmental Protection(DEP) Data

# Compatibility Analysis

9500 Hillview Drive (formally Jones Drive)
Parcel No. 05-1S-30-0407-190-001

As shown on the attached location map, this site is located just north of 9 Mile Road adjacent and north of Dodge's Connivance store. The site measures some 0.35 acres and is zoned MDR Medium Density Residential with a Future Land Use classification of MU-U Mixed Use Urban. The applicant seeks to change the zoning to Commercial to allow the site and existing building to be used for retail sales or service.

The site is located in the 9500 block of Hillview Drive which runs from 9 Mile Road on the south north and east to the Azalea Trace retirement community. With growth from the University, Hillview Drive serves as a bypass allowing southbound UWF traffic to turn west at the traffic light then south to 9 Mile Road thus bypassing the congested intersection of University Parkway and 9 Mile Road. As a result of the increased traffic the county has installed traffic bumps/humps to slow down the increased traffic. Recently the county approved a new retail center directly across the street from the subject property. This approval denied direct 9 Mile Road traffic access for the project requiring a side entrance and exit using Hillview Drive one of which is across from the subject site (see attached photos). This new development has several eating establishments favored by students which use Hillview Drive for travel.

The area surrounding the site is largely zoned HDR and MDR to the north with commercial to the west, and south of the site. Adjacent neighbor Dodge's is a 24 hour convenience store and eatery. Like the new retail development mentioned earlier, Dodge's has an entrance way allowing ingress and egress to and from Hillview Drive. The proposed change and use, while it would constitute infill, would promote compact development and not promote ribbon or strip commercial development. Much development exists along 9 Mile Road with adjacent residential properties suggesting the two uses can and do exist with a compatible relationship.

# PLAINFIELD

ESCAMBIA COUNTY, FLORIDA

## A SUBDIVISION OF A PORTION OF SECTION 5, T1S, R30W

J. W. COOK
REG. SURVEYOR

SCALE • 1" = 100'

PENSACOLA, FLA.
DECEMBER 1955

PB 3 PG 47

### DEDICATION

MRS. BERTA D. BARRANGER, A WIDOW, THE OWNER OF THE LAND HEREON DESCRIBED AND SUBDIVIDED, HEREBY APPROVE AND ADOPT THIS PLAT THEREOF AND DEDICATE TO THE USE OF THE PUBLIC, THE STREETS AS INDICATED HEREON.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF-

Barbara J. Vaccia — Berta D. Barranger (SEAL)

J. W. Cook

### STATE OF FLORIDA
### COUNTY OF ESCAMBIA

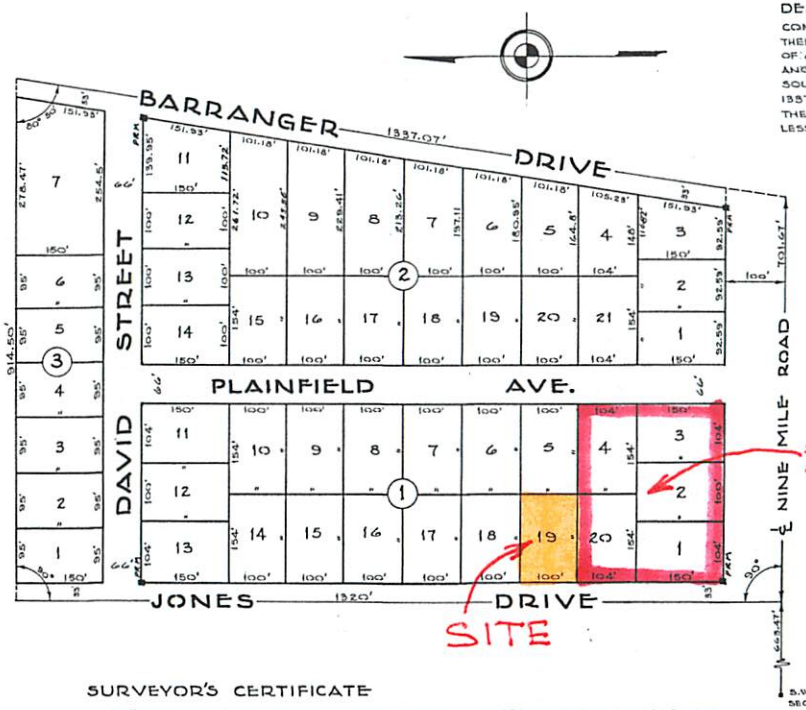
BEFORE THE SUBSCRIBER PERSONALLY APPEARED MRS. BERTA D. BARRANGER, KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND SHE ACKNOWLEDGED THAT SHE EXECUTED THE SAME THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 13th DAY OF DECEMBER 1955.

J. W. Cook

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 12-19-55

NOTARY SEAL




### DESCRIPTION

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 5, T1S, R30W, THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 5 A DISTANCE OF 663.47 FEET TO POINT OF BEGINNING, THENCE NORTH AT RIGHT ANGLE 1320 FEET, THENCE EAST AT RIGHT ANGLE 914.50 FEET, THENCE SOUTHERLY WITH AN INTERIOR ANGLE OF 80°50' A DISTANCE OF 1337.07 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION, THENCE WEST ALONG SAID LINE 701.67 FEET TO POINT OF BEGINNING LESS THE SOUTH 100 FEET FOR ½ OF THE NINE MILE ROAD.

### CERTIFICATE OF APPROVAL OF COUNTY COMMISSIONERS

I, LANGLEY BELL, COUNTY CLERK OF ESCAMBIA COUNTY, FLA., HEREBY CERTIFY THAT THE WITHIN PLAT, BEING PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR MEETING HELD THIS DAY OF DECEMBER 1955, WAS APPROVED FOR FILING BY THE SAID BOARD AND I, CLERK OF SAID BOARD INSTRUCTED SO TO CERTIFY HEREON.

Langley Bell

COUNTY CLERK ESCAMBIA COUNTY, FLA.

### COUNTY CLERK'S CERTIFICATE

I, LANGLEY BELL, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLA. HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 10275 OF THE 1925 ACTS OF THE LEGISLATURE OF FLA.) AND THE SAME WAS FILED FOR RECORD ON THE DAY OF DECEMBER 1955, AND IN PLAT BOOK NO. 3 OF SAID COUNTY AT PAGE NO. 47.

Langley Bell

CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FLA.

### SURVEYOR'S CERTIFICATE

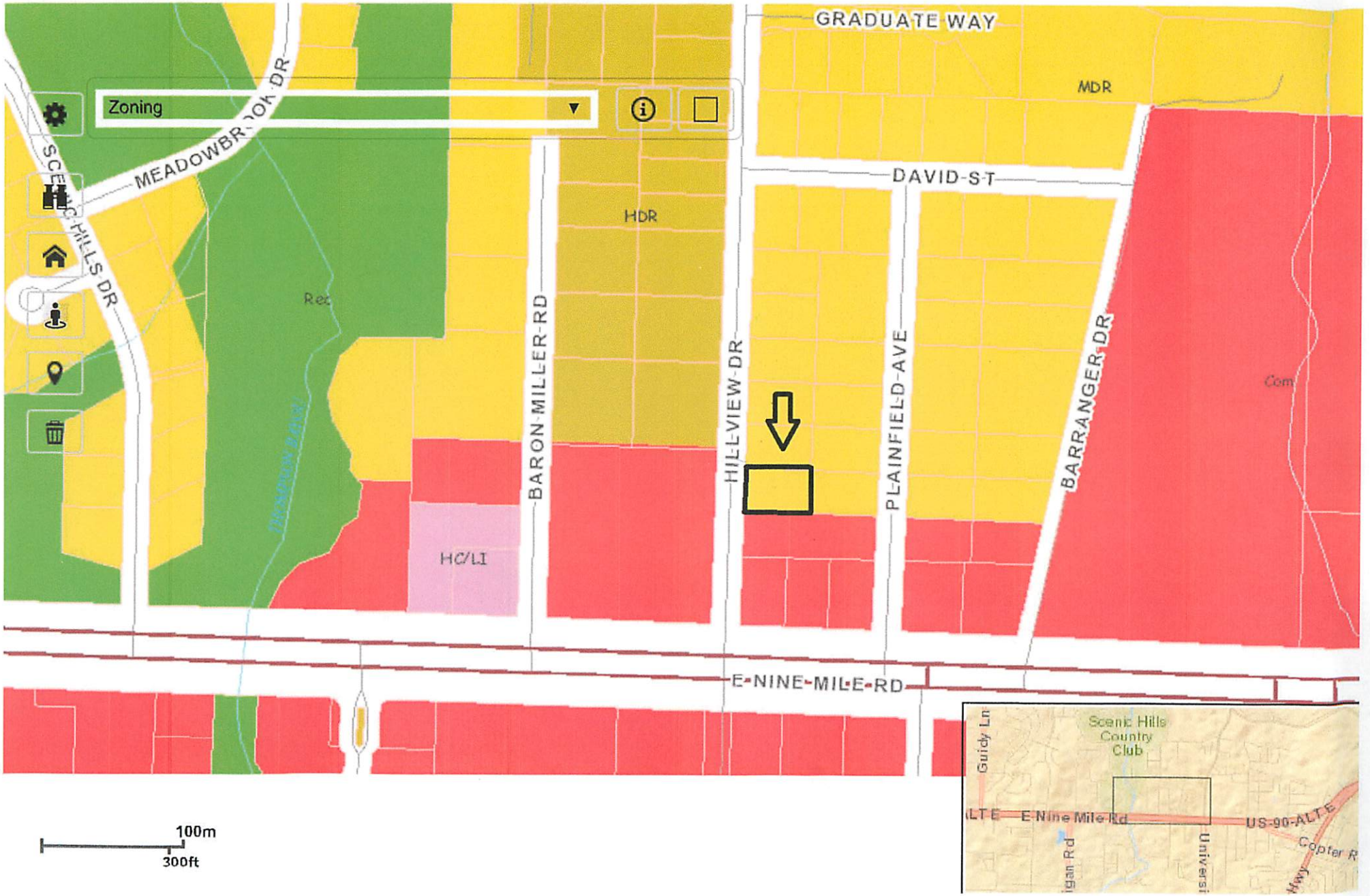
I HEREBY CERTIFY THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND HEREON DESCRIBED; THAT SAID LAND HAS BEEN SUBDIVIDED AND STAKED AS INDICATED; THAT PERMANENT REFERENCE MONUMENTS (INDICATED P.R.M.) HAVE BEEN PLACED AS REQUIRED BY THE PLAT ACT (CHAPTER 10275 OF THE 1925 ACTS OF THE LEGISLATURE OF FLORIDA) THAT THE SIGN (') MEANS FEET OR MINUTE AND THAT THE SIGN (°) MEANS DEGREES.

J. W. Cook

LAND SURVEYOR FLA. REG. CERT. NO. 456

47

# ZONING = MDR


Zoning
GRADUATE WAY
MDR
DAVID ST
HDR
MEADOWBROOK DR
SCENIC HILLS DR
Rec
BARON MILLER RD
HILLVIEW DR
PLAINFIELD AVE
BARRANGER DR
Com
HC/LI
E NINE MILE RD
100m
300ft
Scenic Hills Country Club
Guidy Ln
E Nine Mile Rd
US-90-ALT E
Copter R

# A BOUNDARY SURVEY AND LOCATION OF IMPROVEMENTS

LEGEND:

| | |
|---|---|
| R/W | Right of way |
| ● | 1/2" Capped iron rod set #7073 |
| ◔ | 1/2" Capped iron rod found #noted |
| ⊕ | 1/2" iron rod found |
| ○ | 1" iron pipe found |
| ◑ | Crimped iron pipe found |
| —— x —— | Chain link fence |

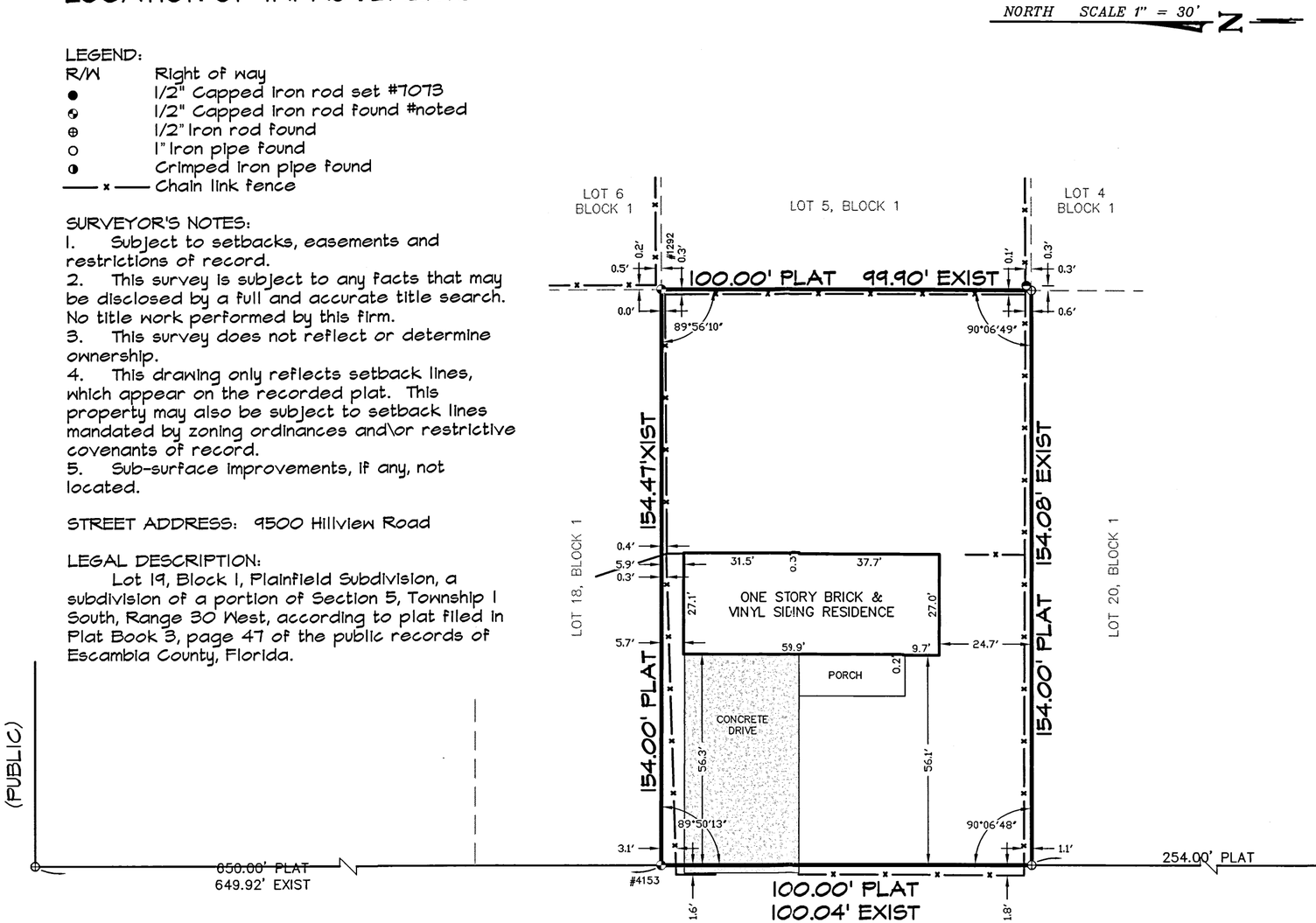
SURVEYOR'S NOTES:

1. Subject to setbacks, easements and restrictions of record.
2. This survey 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 survey 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.
5. Sub-surface improvements, if any, not located.

STREET ADDRESS: 9500 Hillview Road

LEGAL DESCRIPTION:

Lot 19, Block 1, Plainfield Subdivision, a subdivision of a portion of Section 5, Township 1 South, Range 30 West, according to plat filed in Plat Book 3, page 47 of the public records of Escambia County, Florida.




Source of information

Measurements made in accordance with United States Standards.

Bearing Reference N.A.

Ordered By MR. JEREMY REESE Elevation Reference

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. **LB No. 7073**

☐ **David D. Glaze**, PSM #5605 ☐ **Walter J. Glaze**, PSM #6190

This survey is valid only if it contains the original seal and original signature of the signing surveyor.


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


DAVID D. GLAZE LICENSE NUMBER No. 5605 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

| SHEET | OF |
|---|---|
| 1 | 1 |

File No. B-13074
Job No. 38048-18
Scale 1" = 30'
Date of Survey 11-8-2018
Date of Plat 11-8-2018
Date of Revision
FB 1658 PG 16-17
FB PG
Encroachments FENCES

Drawn By PMJ
Checked By DDG

# Development Services Department
Escambia County, Florida

~~PRE 171000026~~
1906215 PPR

## PLANNING BOARD
## REZONING PRE-APPLICATION SUMMARY FORM

05-1S-30-0407-190-001
Property Reference Number

Buddy Page
Name

9500 Hillview
Address

☐ Owner ☑ Agent

Referral Form Included? Y / (N)

MAPS PREPARED

☑ Zoning
☑ FLU
☐ Aerial
☐ Other:_____

PROPERTY INFORMATION

Current Zoning: MDR Size of Property: .34 +/-
Future Land Use: ~~MU~~ Com Commissioner District: 5
Overlay/AIPD: no Subdivision: Plainfield
Sanitary Sewer ✓ Septic Tank_____
Redevelopment Area*:_____

*For more info please contact the CRA at 595-3217 prior to application submittal.

COMMENTS

Desired Zoning: Com

Is Locational Criteria applicable? yes If so, is a compatibility analysis required? yes

Rezone to Commercial for retail services. Locational criteria will be difficult to meet, on a local roadway - Hillview It is part of a recorded S/D. Compatibility documentation is required. Currently a SFD on site. Want retail store DRC pre-app requested prior

☐ Applicant will contact staff for next appointment
☐ Applicant decided against rezoning property
☐ Applicant was referred to another process
☐ BOA ☒ DRC ☐ Other:_____
Process Name

Staff present: A Cam Date: 10/4/17

Applicant/Agent Name & Signature: [signature] 3-8-18

No comment made by any persons associated with the County during any pre-application conference or discussion shall be considered eiter as approval or rejection of the proposed development, development plans, and/or outcome of any process.

3363 West Park Place Pensacola, FL 32505
(850) 595-3475 * FAX: (850) 595-3481

# 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

2 CASES

# Escambia County Planning Board
## Public Hearing
## Speaker Request Form

Please Print Clearly

**Meeting Date:** 9-3

**Rezoning Quasi-judicial Hearing**

**Rezoning Case #:** Z 2019-13 Z2019-14

V In Favor _____ Against

OR

**Regular Planning Board Meeting**

**Agenda Item Number/Description:** _____

*Name: PUDDY PAGE

*Address: 5337 Hamilton Ln *City, State, Zip: Pace FL

Email Address: budpage1@att.net Phone: 2329853

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

**********

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

01/2016

# 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

spoke as witness & member of public

Please Print Clearly

**Meeting Date:** 9/3/19

**Rezoning Quasi-judicial Hearing**

**Rezoning Case #:** Z-2019-14

**OR**

**Regular Planning Board Meeting**

**Agenda Item Number/Description:** _____

✓ In Favor _____ Against

*Name: Eric Reese

*Address: 8925 Scenic Hills Dr. *City, State, Zip: Pensacola, FL 32514

Email Address: ReeseCsinc@gmail.com Phone: 850-390-6473

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

**********

## Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

# BOARD OF COUNTY COMMISSIONERS
# ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

# Escambia County Planning Board
## Public Hearing
## Speaker Request Form

spoke as witness

Please Print Clearly

**Meeting Date:** 9/3/19

**Rezoning Quasi-judicial Hearing**
**Rezoning Case #:** Z-2019-14

**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: jenniferareese@gmail.com Phone: 850-454-4278

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

Please indicate if you:
☑ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

**********

## Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

01/2016

# 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:** 9-3-19

**Rezoning Quasi-judicial Hearing**
**Rezoning Case #:** Z-2019-14

OR

**Regular Planning Board Meeting**
**Agenda Item Number/Description:** _____

_____ In Favor X Against

*Name: Christine B. Pack

*Address: 9748 Hillview Dr *City, State, Zip: Pensacola

Email Address: packroger@hotmail.com Phone: 850 748 0714

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.

Exhibits A
13 pictures

01/2016

# 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

Did not speak
Donated time to Christine pack

## Escambia County Planning Board
## Public Hearing
## Speaker Request Form

Please Print Clearly

**Meeting Date:** ~~9/3/19~~ 9/3/19

**Rezoning Quasi-judicial Hearing**
**Rezoning Case #:** Z-2019-14

OR

**Regular Planning Board Meeting**
**Agenda Item Number/Description:** _____

_____ In Favor X Against

*Name: Paula Adams Doty

*Address: 1014 Windchime Way *City, State, Zip: Peola FL 32503

Email Address: pjcdoty@GMAIL.COM Phone: 850-607-7115

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

**********

### Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

# BOARD OF COUNTY COMMISSIONERS
# ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

# Escambia County Planning Board
## Public Hearing
## Speaker Request Form

Please Print Clearly

**Meeting Date:** Sept 3, 2019

**Rezoning Quasi-judicial Hearing**

**Rezoning Case #:** 2-2019-14

OR

**Regular Planning Board Meeting**

**Agenda Item Number/Description:** _____

✓ In Favor _____ Against

*Name: Larry Dawns Jr.

*Address: _____ *City, State, Zip: _____

Email Address: _____ Phone: 8505546414

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

**********

## Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

# BOARD OF COUNTY COMMISSIONERS
# ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

# Escambia County Planning Board
## Public Hearing
## Speaker Request Form

spoke at P.B.

Please Print Clearly

**Meeting Date:** 9-3-2019

**Rezoning Quasi-judicial Hearing**
**Rezoning Case #:** Z-2019-14

OR

**Regular Planning Board Meeting**
**Agenda Item Number/Description:** _____

_____ In Favor X Against

*Name: ROBERT HUFFMAN

*Address: 9511 BARRANGER DR *City, State, Zip: PENSACOLA, FL 32514

Email Address: [redacted] Phone: [redacted]

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.

REESE
850-454-4278
NOTICE OF
PUBLIC HEARING
REZONING
CASE NO.: Z-2019-14
CURRENT ZONING: MDR
PROPOSED ZONING: COM
PLANNING BOARD
DATE: 09/03/19 TIME: 8:30 a.m.
LOCATION OF HEARING
ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE
BOARD MEETING ROOM
BOARD OF COUNTY COMMISSIONERS
DATE: 10/03/19 TIME: 5:45 p.m.
LOCATION OF HEARING

1 of 15

public hearing sign

NOTICE OF
PUBLIC HEARING
REZONING
CASE NO: Z-2019-14
CURRENT ZONING MDR PROPOSED ZONING COM
PLANNING BOARD
DATE 09/03/19 TIME 8:30 a.m.
LOCATION OF HEARING
BOARD OF COUNTY COMMISSIONERS
DATE 10/03/19 TIME 5:15 p.m.
LOCATION OF HEARING

2 of 15

public hearing sign

REESE
CONSTRUCTION SERVICES
850-454-4278
LIC# CBC1262141

3 of 15

public hearing sign
(moved)

4 of 15

facing property

5 of 15

facing property

6 of 15

facing property

7 of 15

facing property

8 of 15

facing property

9 of 15

facing property

10 of 15

facing property

11 of 15

facing property

9500

12 of 15

facing property

13 of 15

facing property

14 of 15

property overgrowth

15 of 15

facing property

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16841** **Growth Management Report 14. 2.**
**BCC Regular Meeting** **Public Hearing**
**Meeting Date:** 10/03/2019
**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 September 3, 2019, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

## BACKGROUND:

Rezoning case Z-2019-14 was heard by the Planning Board on September 3, 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-2019-14** |
| Address: | 9500 Hillview Dr. |
| Property Reference No.: | 05-1S-30-0407-190-001 |
| Property Size: | 0.34 (+/-) acres |
| From: | MDR, Medium Density Residential district (10 du/acre) |
| To: | Com, commercial district (25 du/acre) |
| FLU Category: | MU-U, Mixed-Use Urban |

**Section 2. Severability.**

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

**Section 3. Inclusion in Code.**

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68; and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “article,” or such other appropriate word or phrase in order to accomplish such intentions.

**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:**

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16842** **Growth Management Report 14. 3.**
**BCC Regular Meeting** **Public Hearing**
**Meeting Date:** 10/03/2019
**Issue:** 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map, LSA-2019-02
**From:** HORACE JONES, Director
**Organization:** Development Services

## RECOMMENDATION:

5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map, LSA-2019-02

That the Board of County Commissioners (BCC) review and transmit to the Department of Economic Opportunity (DEO), an Ordinance amending the Comprehensive Plan 2030, Chapter 7, the Future Land Use Element, Policy FLU 1.1.1, (LSA-2019-02) changing the FLU category of a parcel, which is located within Section 25, Township 1N, Range 30W, and which is identified as Parcel ID number 25-1N-30-1003-000-000 totaling 14.5 (+/-) acres, located on a private road, Pate Street, from Mixed-Use Urban (MU-U) to Industrial (I); changing a parcel within Section 25, Township 1N, Range 30W, and which is identified as Parcel ID number 25-1N-30-1006-000-000 totaling 11.0 (+/-) acres, located on Pate Street, from Mixed-Use Urban (MU-U) to Industrial (I); changing a parcel within Section 25, Township 1N, Range 30W, and which is identified as Parcel ID number 25-1N-30-1006-000-001 totaling 10.6 (+/-) acres, located on Pate Street, from Mixed-Use Urban (MU-U) to Industrial (I).

This is the first of two public hearings before the Board of County Commissioners.

## BACKGROUND:

The applicant requests a Future Land Use (FLU) map amendment to change the FLU category of 36.1 (+/-) acres from Mixed-Use (MU-U) to Industrial (I). The current zoning designation of the referenced parcels is Heavy Commercial Light Industrial (HC/LI). Rezoning case Z-2019-15 is pending on the approval of this FLU map amendment. The rezoning case Z-2019-15 has been submitted to rezone the property from HC/LI to Industrial (I). The FLU amendment proposed will expand the existing Gulf Power Crist Plant.

**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 Kia M. Johnson, 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.

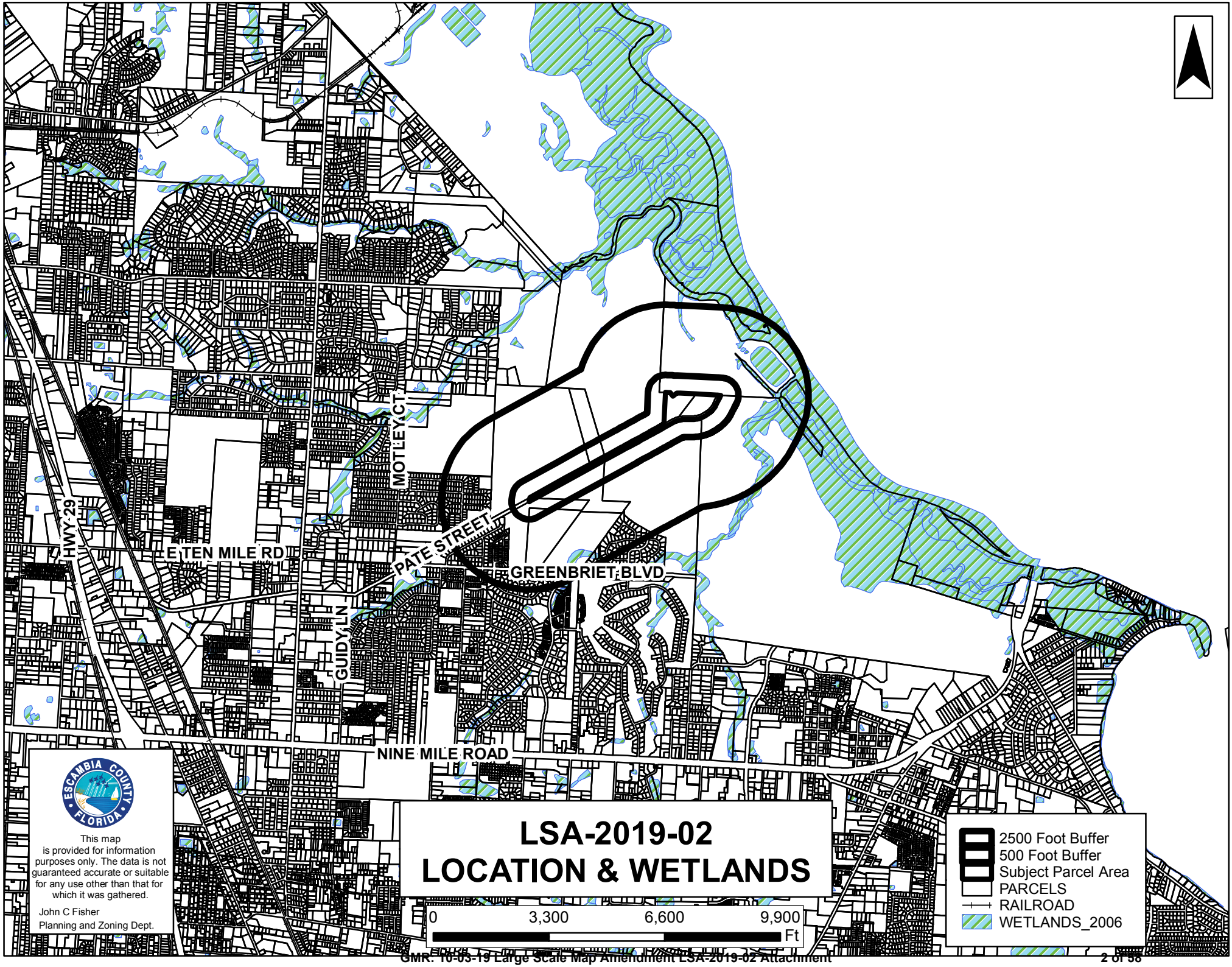
---

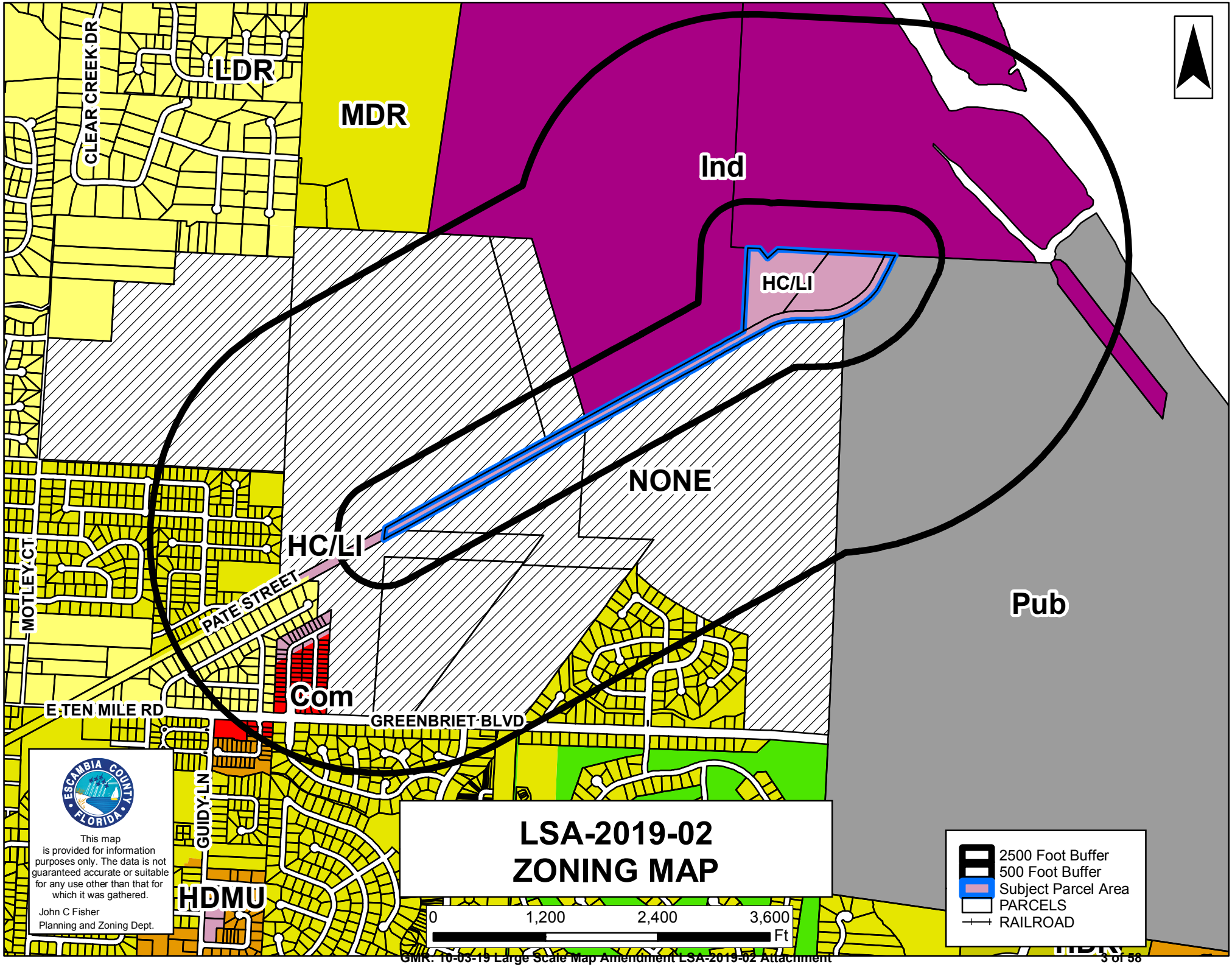
**Attachments**

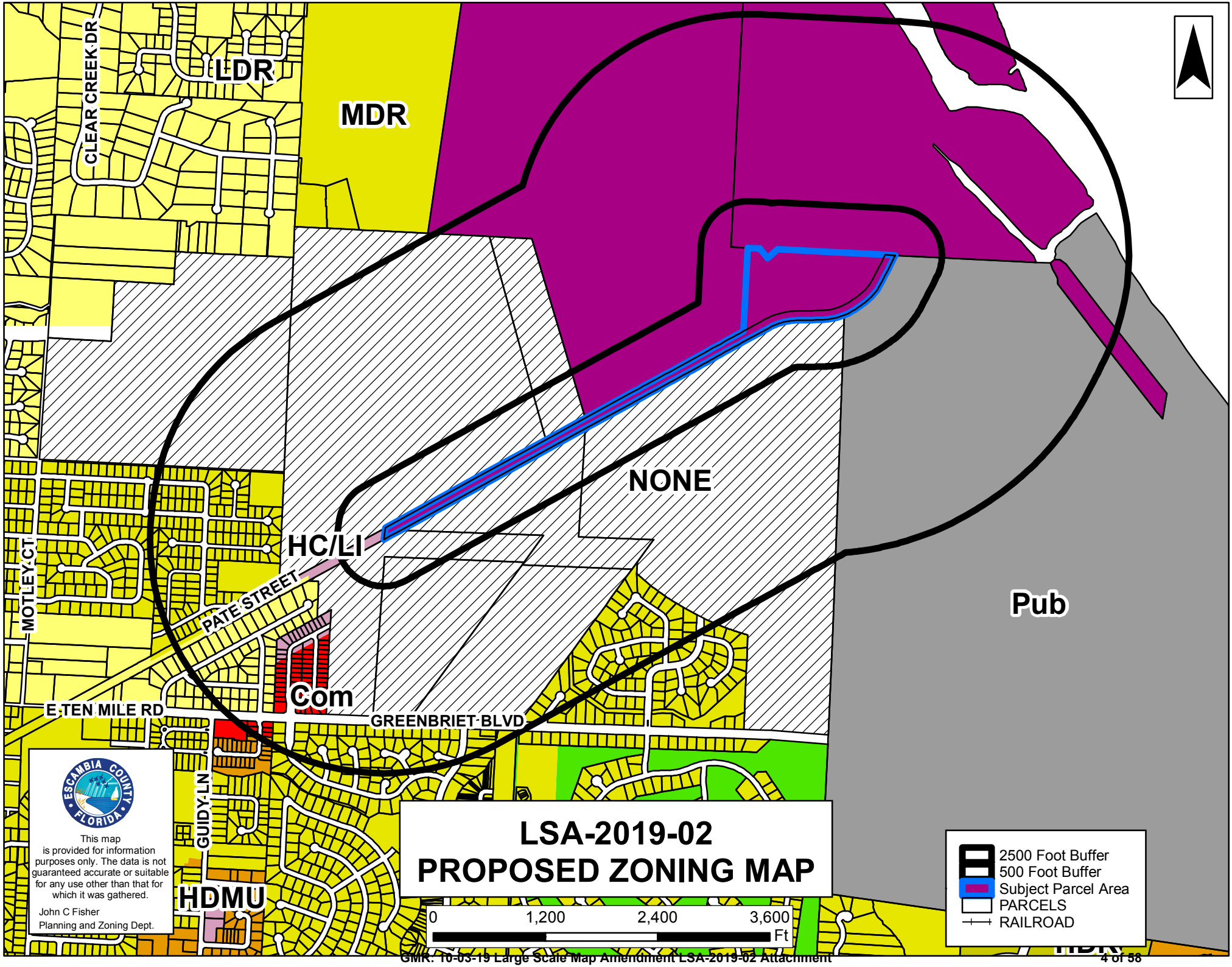
LSA-2019-02 Working Case File
Draft Ordinance

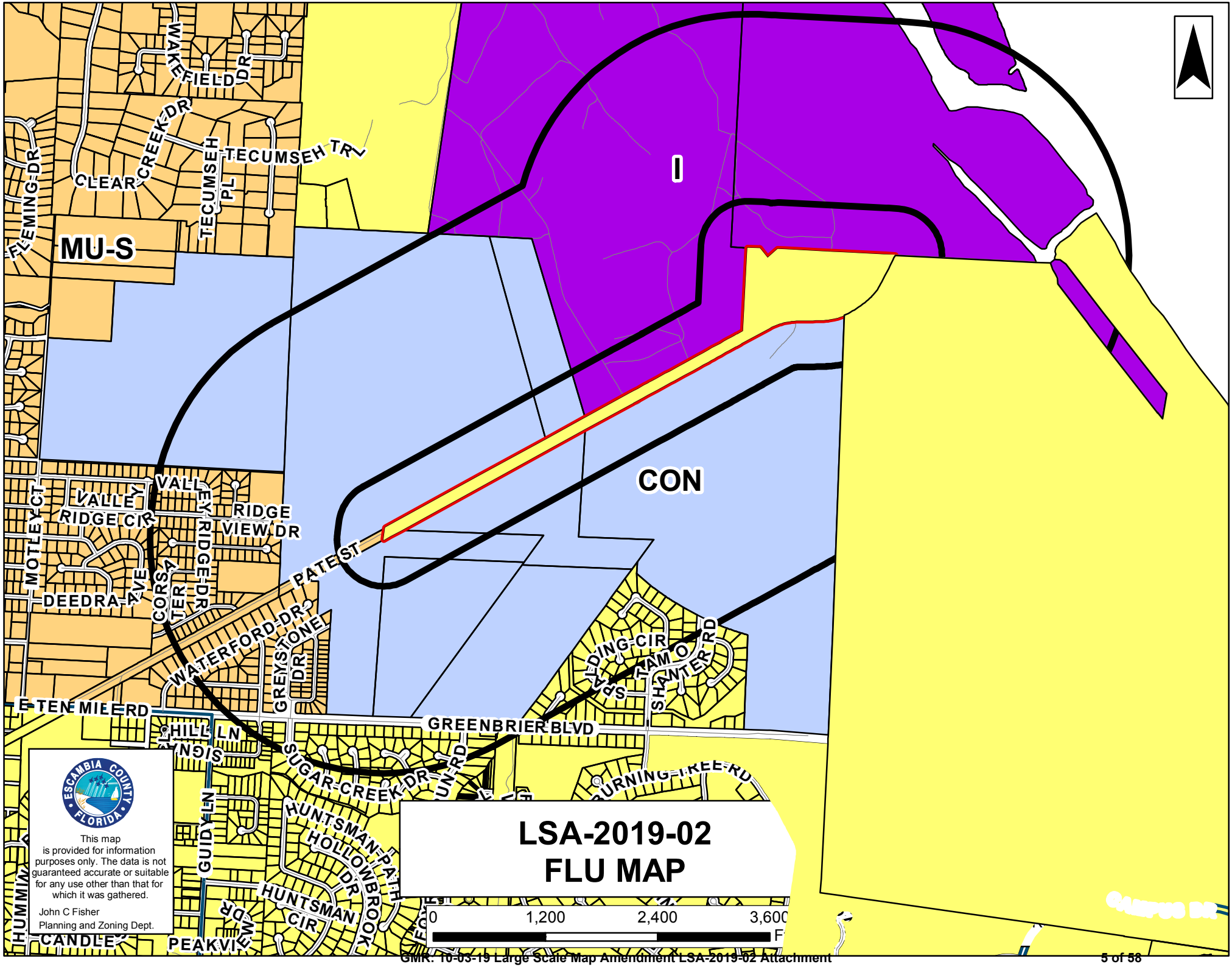
---

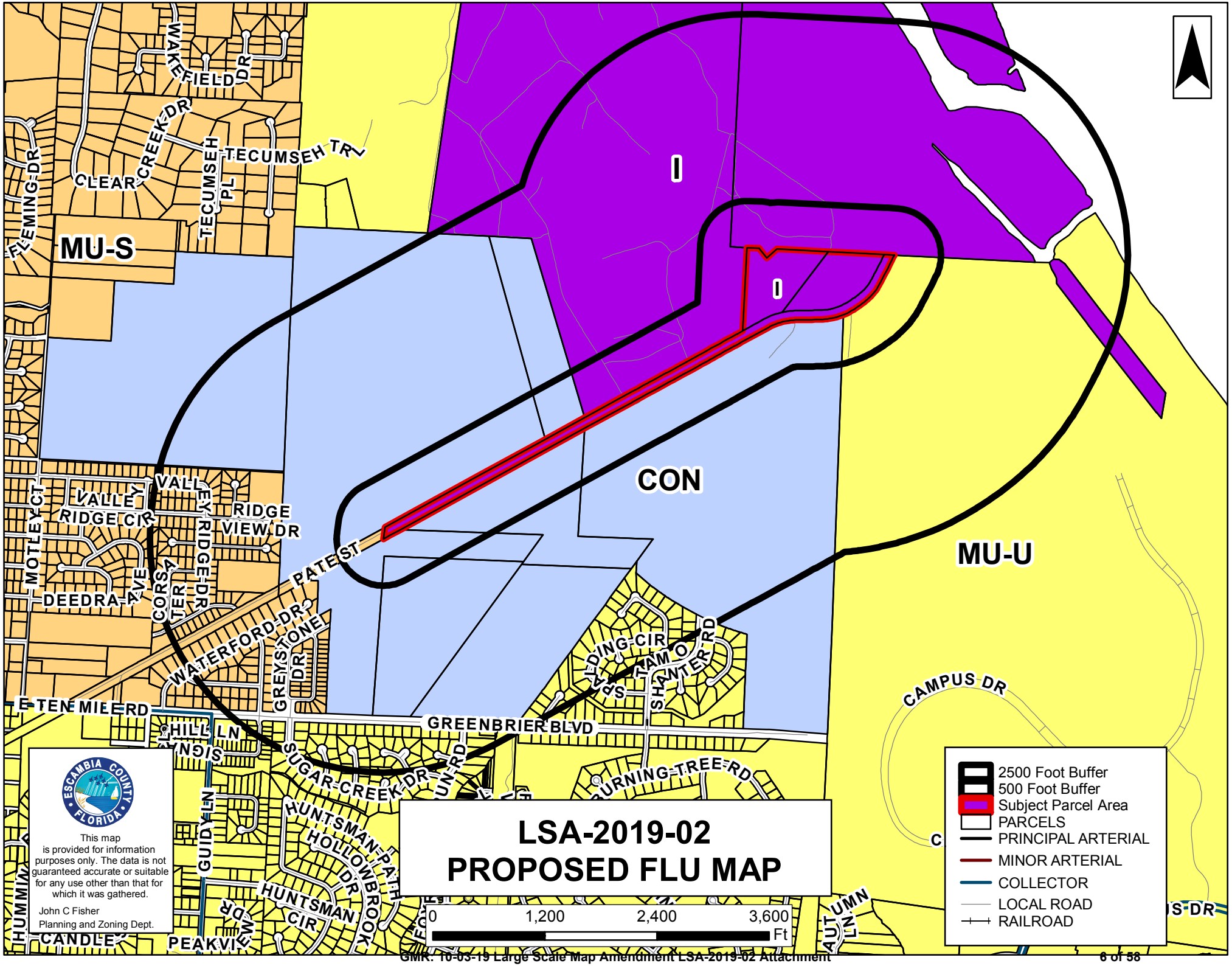
# LSA-2019-02

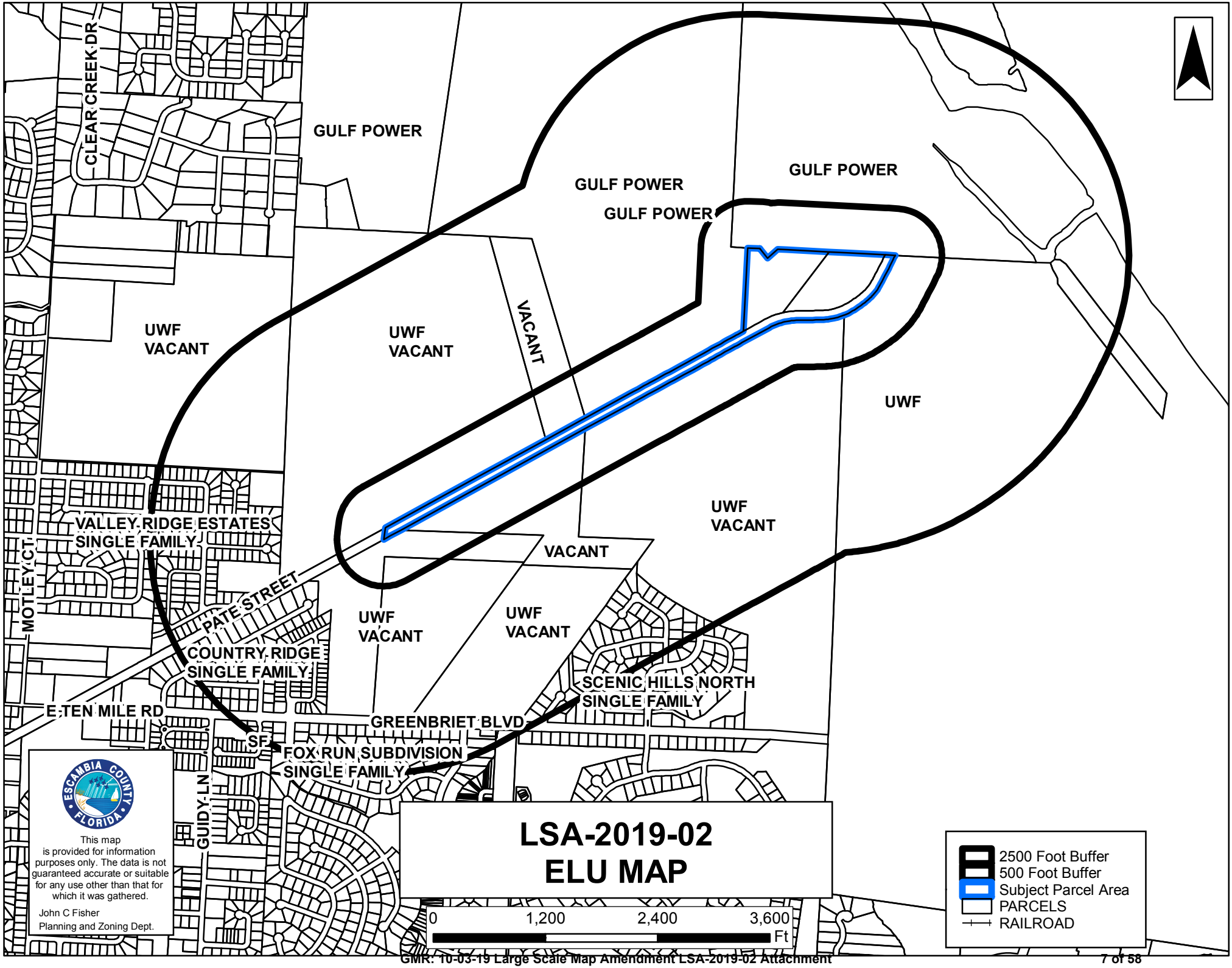

HWY 29
E TEN MILE RD
GUIDY LN
MOTLEY CT
PATE STREET
GREENBRIET BLVD
NINE MILE ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.
LSA-2019-02
LOCATION & WETLANDS
0
3,300
6,600
9,900
Ft
2500 Foot Buffer
500 Foot Buffer
Subject Parcel Area
PARCELS
RAILROAD
WETLANDS_2006

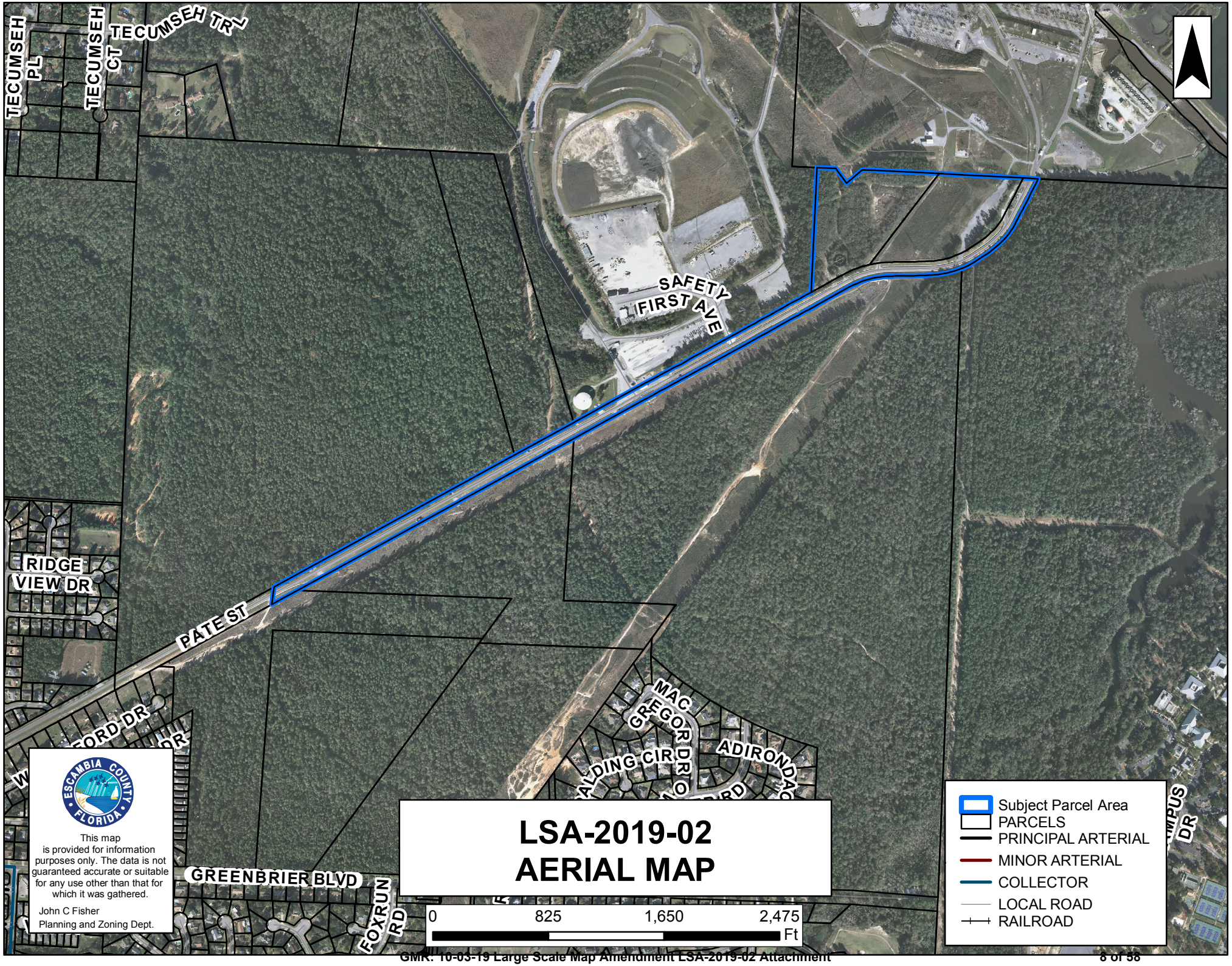

LDR
MDR
Ind
HC/LI
NONE
HC/LI
Pub
Com
HDMU
CLEAR CREEK DR
MOTLEY CT
PATE STREET
E TEN MILE RD
GREENBRIET BLVD
GUIDY LN
LSA-2019-02
ZONING MAP
0
1,200
2,400
3,600
Ft
2500 Foot Buffer
500 Foot Buffer
Subject Parcel Area
PARCELS
RAILROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.

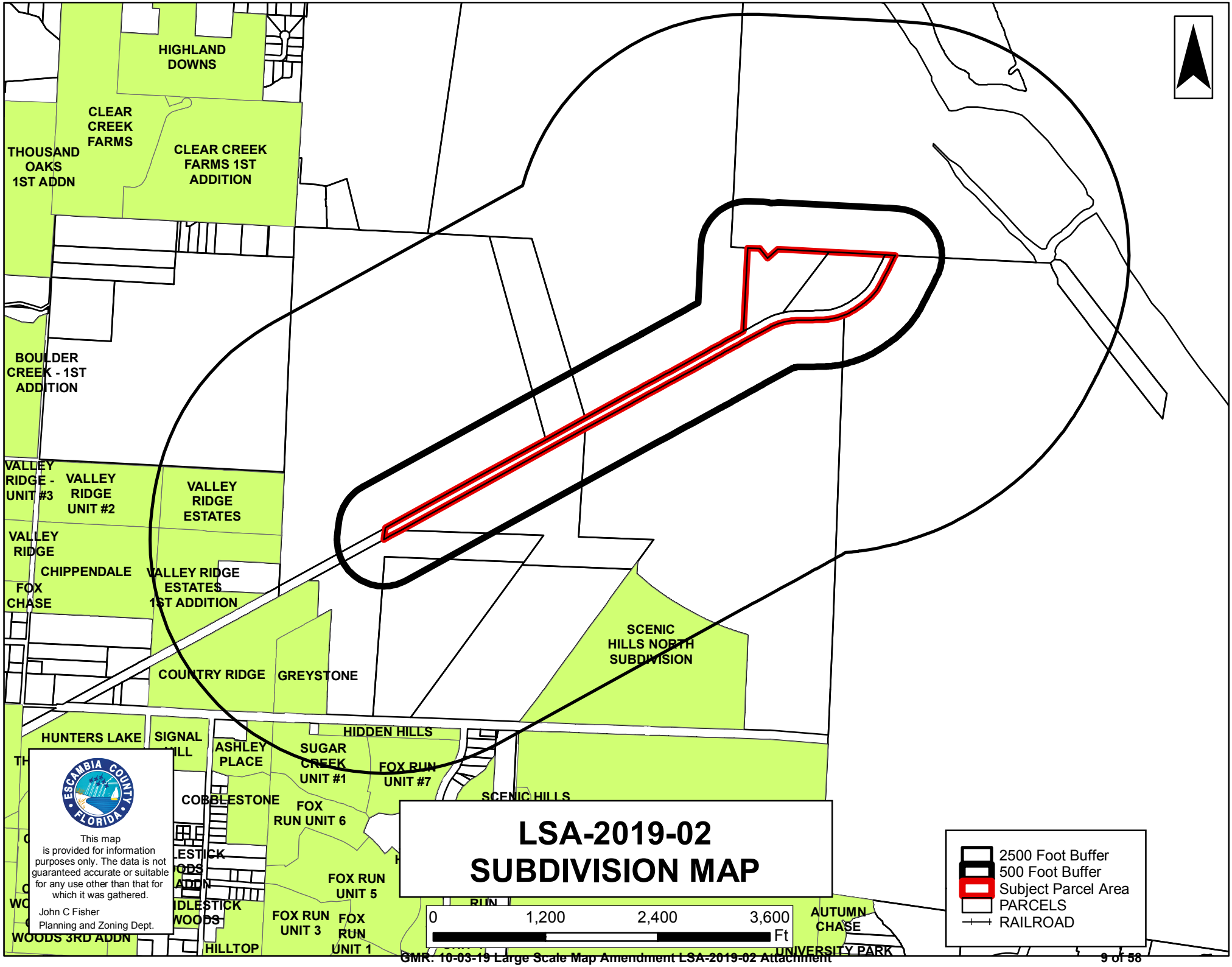

LDR
MDR
CLEAR CREEK DR
NONE
HC/LI
Pub
MOTLEY CT
PATE STREET
Com
E TEN MILE RD
GREENBRIET BLVD
GUIDY LN
HDMU
LSA-2019-02
PROPOSED ZONING MAP
0
1,200
2,400
3,600
Ft
2500 Foot Buffer
500 Foot Buffer
Subject Parcel Area
PARCELS
RAILROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.

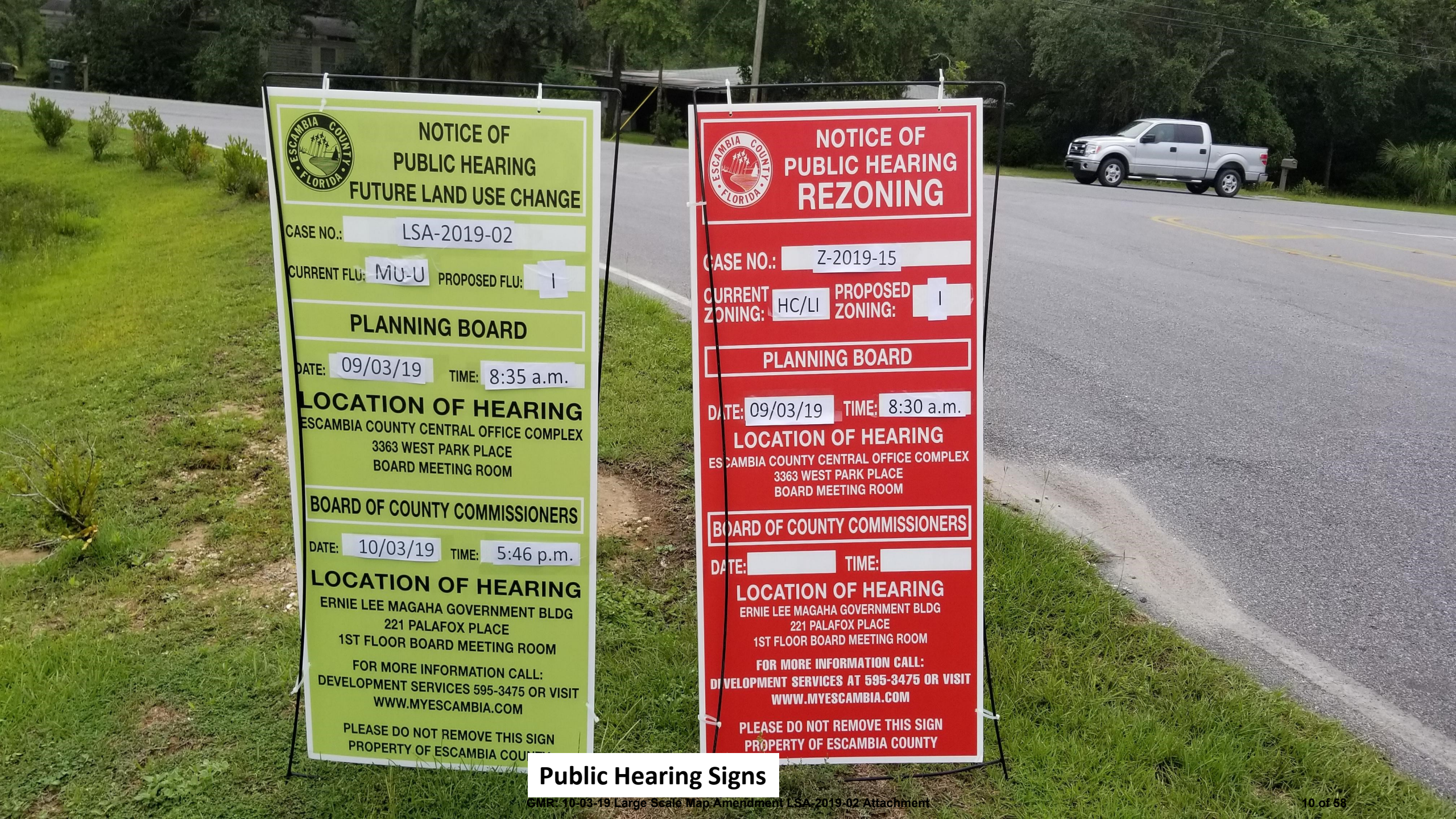

I
MU-S
CON
MAKEFIELD DR
CLEAR CREEK DR
TECUMSEH TRL
TECUMSEH PL
FLEMING DR
VALLEY RIDGE CT
VALLEY RIDGE CIR
VALLEY RIDGE VIEW DR
MOTLEY CT
DEEDRA AVE
CORSAIR TER
VALLEY RIDGE DR
PATEST
WATERFORD DR
GREYSTONE DR
E TEN MILE RD
GREENBRIER BLVD
HILL LN
SIGN
SUGAR CREEK DR
GUIDY LN
HUNTSMAN PATH
HOLLOWBROOK DR
HUNTSMAN CIR
PEAKVIEW DR
CANDLE
HUMMI
SHANTER RD
BURNING TREE RD
LSA-2019-02
FLU MAP
0
1,200
2,400
3,600
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.
John C Fisher
Planning and Zoning Dept.


I
I
CON
MU-S
MU-U
MAKEFIELD DR
CLEAR CREEK DR
TECUMSEH TRV
TECUMSEH PL
FLEMING DR
VALLEY CT
VALLEY RIDGE CIR
VALLEY RIDGE VIEW DR
MOTLEY CT
DEEDRA AVE
CORSAIR TER
VALLEY RIDGE DR
PATEST
WATERFORD DR
GREYSTONE DR
E TEN MILE RD
HILL LN
SIGNATURE LN
GREENBRIER BLVD
SUGAR CREEK DR
GUIDY LN
HUNTSMAN PATH
HOLLOWBROOK DR
HUNTSMAN CIR
PEAKVIEW DR
CANDLE
HUMMI
SHANTER RD
CAMPUS DR
BURNING TREE RD
AUTUMN LN
2500 Foot Buffer
500 Foot Buffer
Subject Parcel Area
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
0
1,200
2,400
3,600
Ft
LSA-2019-02
PROPOSED FLU MAP
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.


CLEAR CREEK DR
GULF POWER
GULF POWER
GULF POWER
GULF POWER
UWF
VACANT
UWF
VACANT
VACANT
UWF
UWF
VACANT
VALLEY RIDGE ESTATES
SINGLE FAMILY
MOTLEY CT
VACANT
PATE STREET
UWF
VACANT
UWF
VACANT
COUNTRY RIDGE
SINGLE FAMILY
SCENIC HILLS NORTH
SINGLE FAMILY
E TEN MILE RD
GREENBRIET BLVD
SF
FOX RUN SUBDIVISION
SINGLE FAMILY
GUIDY LN
This map
is provided for information
purposes only. The data is not
guaranteed accurate or suitable
for any use other than that for
which it was gathered.
John C Fisher
Planning and Zoning Dept.
LSA-2019-02
ELU MAP
0
1,200
2,400
3,600
Ft
2500 Foot Buffer
500 Foot Buffer
Subject Parcel Area
PARCELS
RAILROAD


TECUMSEH PL
TECUMSEH CT
TECUMSEH TRL
SAFETY FIRST AVE
RIDGE VIEW DR
PATE ST
MAC GREGOR DR
ADIRONDACK RD
GREENBRIER BLVD
FOXRUN RD
DR
LSA-2019-02
AERIAL MAP
0
825
1,650
2,475
Ft
Subject Parcel Area
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.


HIGHLAND DOWNS
CLEAR CREEK FARMS
THOUSAND OAKS 1ST ADDN
CLEAR CREEK FARMS 1ST ADDITION
BOULDER CREEK - 1ST ADDITION
VALLEY RIDGE - UNIT #3
VALLEY RIDGE UNIT #2
VALLEY RIDGE ESTATES
VALLEY RIDGE
CHIPPENDALE
FOX CHASE
VALLEY RIDGE ESTATES 1ST ADDITION
SCENIC HILLS NORTH SUBDIVISION
COUNTRY RIDGE
GREYSTONE
HUNTERS LAKE
SIGNAL HILL
ASHLEY PLACE
SUGAR CREEK UNIT #1
HIDDEN HILLS
FOX RUN UNIT #7
COBBLESTONE
FOX RUN UNIT 6
SCENIC HILLS
FOX RUN UNIT 5
FOX RUN UNIT 3
FOX RUN UNIT 1
AUTUMN CHASE
UNIVERSITY PARK
WOODS 3RD ADDN
HILLTOP
LSA-2019-02
SUBDIVISION MAP
0 1,200 2,400 3,600 Ft
2500 Foot Buffer
500 Foot Buffer
Subject Parcel Area
PARCELS
RAILROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.




**Public Hearing Signs**

Looking South From Pate Street

**Looking Southwest from Pate Street**

**Looking West From Gulf Power Property**

**Looking North onto Gulf Power Property**

# Letter of Transmittal

the planning collaborative

Date: July 16, 2019

To: Allyson Lindsay
Escambia County
Planning and Zoning Division
3363 W. Park Place
Pensacola, FL 32505

From: Allara Mills Gutcher, AICP
Managing Principal
the planning collaborative
2311 Lee Street
Lynn Haven, FL 32444

Project Name: Crist Plant Future Land Use Map (FLUM) Amendment

Purpose: FLUM amendment for September 3, 2019 Planning Board

Materials Submitted:

1) Letter of Transmittal (this document)
2) Letter of Request
3) Future Land Use Map Amendment Application including:
   - Proof of Ownership (tax assessments)
   - Survey with Legal Descriptions of Parcels
   - Street Map
   - Future Land Use Map
   - Cultural Resources Analysis
   - Wellhead Protection Zones Map
   - Flood Zone and Wetlands Map
4) Check for $2,969.50

All materials are also submitted via electronic transfer to malindsay@myescambia.com

Allara Mills-Gutcher, AICP
the planning collaborative
allara@theplanningcollaborative.com
850.319.9180

July 16, 2019

RE: Crist Plant Parcels Future Land Use Map Amendment

Dear Andrew:

This letter is submitted in request for consideration of a Future Land Use Map amendment for three parcels located on North Pate Street. These three parcels include:

25 1N 30 1003 000 000 (14.5 acres, roadway)
25 1N 30 1006 000 000 (11 acres)
25 1N 30 1006 000 001 (10.6 acres)

The request is to amend the parcels from Mixed Use-Urban to Industrial. These parcels are owned by Gulf Power, and are associated with the Crist Plant. The size of these parcels combined is 36.1 acres. Two lie along the north side of Pate Street, and are located to the north and east of the Plant security gate. The third includes the roadway and right-of-way of Pate Street itself, and extends northeast from the plant guard gate.

The Future Land Use Map amendment of these three parcels does not require any concurrency analysis. The development of these parcels is solely purposed for the expansion of the existing plant. This development will allow the facility to increase the existing capacity. There will be no increase in solid waste, potable water or sanitary sewer demand to serve the development. A transportation analysis is unneeded as existing employees will maintain the equipment and operations of the new facilities. All stormwater facilities will be designed according to the applicable requirements of Escambia County and will be reflected on the site plan submittal forthcoming. No residential development is part of this plan for development, and therefore there will be no impact to the school system nor to the recreation and park facilities.

This request is in compliance with all policies of the Escambia County Comprehensive Plan. The request meets the intent of the Industrial Future Land Use category as stated in Policy FLU 1.3.1. Specifically, “Industrial areas shall facilitate continued industrial operations within the County”. The expansion of the Crist Plant will provide for additional capacity and reliable energy production for eventual delivery to end-users within the region.

Additionally, Objective FLU 2.1 and Objective FLU 2.2 incorporate policy that provides Gulf Power with the ability to serve and provide additional energy through the expansion of existing development within

areas where infrastructure and services exist, and provide for cost-efficient services. These two criteria are met through the planned expansion of the current Gulf Power site.

This site lies outside of the Coastal High Hazard Area, and therefore this development is not within a high-risk site accordingly (See Policy COA 1.1.1 which regulates development prone to flooding and storm hazards).

The site also lies outside of any Wellhead Protection Zone and therefore no impact will be made to any public potable water supply. Although there are wellheads on the Gulf Power property, these are used for industrial purposes and are not potable water wells. Please see the Wellhead Protection Zone map attached to the application.

Finally, no environmentally sensitive lands exist on these parcels, including any jurisdictional wetlands. Any protected trees will be evaluated and mitigated, if applicable, prior to the issuance of any site plan approval or development order.

This letter of request accompanies a complete application package and exhibits for a Future Land Use Map amendment. Please let me know if you need any additional information or have any questions.

Best Regards,

Allara Mills-Gutcher, AICP
Managing Principal

Attachments:

- Completed application
- Proof of ownership (tax notices)
- Legal description
- Street Map
- Future Land Use Map
- Cultural Resource Desktop Survey
- Wellhead Map
- Flood Zones and Wetlands Map

## FUTURE LAND USE MAP AMENDMENT APPLICATION

## CHECKLIST

1. **X** **Owner(s) Name, Home Address and Telephone Number. An email address is optional (see form herein).**

2. **X** **Letter of request, including reason(s) for map amendment and desired future land use category**

3. **X** **Completed Application which includes (Notarized Affidavit of Ownership and Authorization, Notarized Affidavit of Ownership and Limited Power of Attorney if agent will act in owner's behalf, and Concurrency Determination Acknowledgement.)**

4. **X** **Proof of Ownership (Copy of Warranty Deed or Tax Notice) Also need copy of Contract for Sale if the change of ownership has not yet been recorded.**

5. **X** **Street Map depicting general property location**

6. **X** **Legal Description of exact property area proposed for a future land use map amendment, including:**
   - ___ **Street Address**
   - ___ **Property Reference Number(s)**
   - ___ **Boundary Survey**
   - ___ **Total acreage requested for amendment**

7. **X** **Land Use Map Amendment Application fee**

8. **X** **Complete Data and Analysis (See applicable page herein)**

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

## FUTURE LAND USE MAP AMENDMENT APPLICATION

---

**(THIS SECTION FOR OFFICE USE ONLY):**

**TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT** _____
**LARGE SCALE FLU AMENDMENT** X
**Current FLU:** MU-U **Desired FLU:** I **Zoning:** HC/I **Taken by:** A. Lindsay
**Planning Board Public Hearing, date(s):** 9/3/19

**BCC Public Hearing, proposed date(s):** 10/3/19

**Fees Paid** _____ **Receipt #** _____ **Date:** _____

---

**OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL**

Name: Gulf Power Company

Address:
1 Energy Place

City: Pensacola State: Florida Zip Code: 32520

Telephone: ( 561 ) 691-2766

Email: _____

---

**DESCRIPTION OF PROPERTY:**

Street address: 11999 N. Pate Street

Pensacola, FL 32514

Subdivision:

None

Property reference number: Section 25 Township 1N Range 30W

Parcel _____ Lot _____ Block _____

25 1N 30 1006 000 000, 25 1N 30 1006 000 001, and 25 1N 30 1003 000 000

Size of Property (acres) 36.1 combined

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

## AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

**By my signature, I hereby certify that:**

1) I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and

4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and

5) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

SAM A. FORREST 7/16/19

Signature (Property Owner) Printed Name Date

Allara Mills-Gutcher June 20, 2019

Signature (Agent's Name (or owner if representing oneself) Printed Name Date

Address: 2311 Lee Street

City: Lynn Haven State: FL Zip: 32444

Telephone ( 850 ) 319 - 9180 Fax # ( ) - none

Email: allara@theplanningcollaborative.com

STATE OF Florida
COUNTY OF Palm Beach

The forgoing instrument was acknowledged before me this 16 day of July, year of 2019 by, Sam A. Forrest who ( ) did (✓) did not take an oath. He/she is (✓) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current _____ as identification.

Maritza Miranda-Wise 7/16/19 Maritza Miranda-Wise

Signature of Notary Public Date Printed Name of Notary

My Commission Expires May 30, 2021 Commission No. GG 078373

(Notary seal must be affixed)

MARITZA MIRANDA-WISE
MY COMMISSION # GG 078373
EXPIRES: May 30, 2021
Bonded Thru Notary Public Underwriters

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

## AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at 11999 Pate Street, Pensacola, Florida, Property Reference Number(s) 251N30 1003 000 000, 251N30 1006 000 000 & 251N30 1006 000 001, I hereby designate Allara Mills-Gutcher, for the sole purpose of completing this application and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the Board of County Commissioners, to request a change in the Future Land Use on the above referenced property.

This Limited Power of Attorney is granted on this 16 day of July, the year of 2019, and is effective until the Board of County Commissioners has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Planning and Zoning Department.

| | | |
|---|---|---|
| Signature of Property Owner | 7/16/19 Date | SAM A. FORREST Printed Name of Property Owner |
| Allara M Gutcher Signature of Agent | June 20, 2019 Date | Allara Mills-Gutcher Printed Name of Agent |

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 16 day of July, year of 2019, by Sam A. Forrest who ( ) did (✓) did not take an oath.

He/she is (✓) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current _____ as identification.

| | | |
|---|---|---|
| Maritza Miranda-Wise Signature of Notary Public | 7/16/19 Date | Maritza Miranda-Wise Printed Name of Notary Public |

Commission Number GG 078373 My Commission Expires May 30, 2021

(Notary seal must be affixed)

MARITZA MIRANDA-WISE
MY COMMISSION # GG 078373
EXPIRES: May 30, 2021
Bonded Thru Notary Public Underwriters

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

**FUTURE LAND USE MAP AMENDMENT APPLICATION**
**CONCURRENCY DETERMINATION ACKNOWLEDGMENT**

Project name: Crist Plant

Property reference #: Section 25 Township 1N Range 30W

Parcel # 25 1N 30 1006 000 000 and 25 1N 30 1006 000 001 and 25 1N 30 1003 000 000

Project Address: 11999 Pate Street, also addressed as Steam Plant Road

I/We acknowledge and agree that no future development permit (other than a rezoning/reclassification) shall be approved for the subject parcel(s) prior to the issuance of a certificate of concurrency for such proposed development based on the densities and intensities contained within such future development permit application.

I/We also acknowledge and agree that no development permit or order (other than a rezoning /reclassification) will be issued at that time unless at least one of the concurrency management system standards is met as contained in the Escambia County Code of Ordinances, Part II, Section 6.04, namely:

(1) The necessary facilities and services are in place at the time a development permit is issued; or

(2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or

(3) The necessary facilities are under construction at the time a permit is issued; or

(4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision or construction of the facility or service must commence within one (1) year of the Development Order or Permit; or

(5) The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.

(6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

**I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 16 DAY OF July , 2019**

**Owner's signature** — SAM A. FORREST **Owner's name (print)**

**Agent's signature** — Allara Mills-Gutcher, AICP **Agent's name (print)**

## DATA AND ANALYSIS REQUIREMENTS

1. A comparative analysis of the impact of both the current and the proposed future land use categories on the following items, presented in tabular format, based on data taken from professionally accepted existing sources, such as the US Census, State University System of Florida, National Wetland Inventory Maps, regional planning councils, water management districts, or existing technical studies. The data should show that the infrastructure is available to support the most intense development allowed under the requested Future Land Use category, regardless of what type of development is proposed.

   A. Sanitary Sewer

   B. Solid Waste Disposal

   C. Potable Water

   D. Stormwater Management

   E. Traffic

   F. Recreation and Open Space

   G. Schools

   Please see accompanying transmittal letter.

   The data and analysis should also support the requested future land use category by reflecting a need for that category. For example, a future land use request from Agricultural to Residential would need an analysis demonstrating the need for additional Residential acreage in the County.

2. Proximity to and impact on the following:

   A. Wellheads (indicate distance and location to nearest wellhead)

   B. Historically significant sites (available from Florida Master Site File, Division of Historical Resources; email *sitefile@dos.state.fl.us* ) Request form attached.

   C. Natural Resources, including wetlands (a wetlands survey is highly recommended if wetlands are located on the property)

   Please see accompanying exhibits and transmittal letter.

3. An analysis of consistency with the Escambia County Comprehensive Plan, with reference to applicable sections therein

   Please see accompanying transmittal letter.

# Scott Lunsford, CFC • Escambia County Tax Collector

EscambiaTaxCollector.com facebook.com/ECTaxCollector twitter.com/escambiatc

SCAN TO PAY ONLINE

## Notice of Ad Valorem and Non-Ad Valorem Assessments

| ACCOUNT NUMBER | MILLAGE CODE | ESCROW CODE | PROPERTY REFERENCE NUMBER |
|---|---|---|---|
| | | | |

PROPERTY ADDRESS: EXEMPTIONS:

## AD VALOREM TAXES

| TAXING AUTHORITY | MILLAGE RATE | ASSESSED VALUE | EXEMPTION AMOUNT | TAXABLE AMOUNT | TAXES LEVIED |
|---|---|---|---|---|---|
| | | | | | |

TOTAL MILLAGE AD VALOREM TAXES

| LEGAL DESCRIPTION | NON-AD VALOREM ASSESSMENTS | | |
|---|---|---|---|
| | TAXING AUTHORITY | RATE | AMOUNT |
| | | | |

NON-AD VALOREM ASSESSMENTS

**Pay online at EscambiaTaxCollector.com**

*Payments must be in U.S. funds drawn from a U.S. bank*

COMBINED TAXES AND ASSESSMENTS

| | | | | | |
|---|---|---|---|---|---|
| | | | | | |

RETAIN FOR YOUR RECORDS

DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

Make checks payable to:

**Scott Lunsford, CFC**
**Escambia County Tax Collector**
P.O. BOX 1312
PENSACOLA, FL 32591

**Pay online at EscambiaTaxCollector.com**

*Payments in U.S. funds from a U.S. bank*

| ACCOUNT NUMBER |
|---|
| |
| **PROPERTY ADDRESS** |
| |

| PAY ONLY ONE AMOUNT |
|---|
| AMOUNT IF PAID BY |
| AMOUNT IF PAID BY |
| AMOUNT IF PAID BY |
| AMOUNT IF PAID BY |
| AMOUNT IF PAID BY |

DO NOT FOLD, STAPLE, OR MUTILATE

GULF POWER CO
1 ENERGY PL
PENSACOLA, FL 32520-0093
REAL ESTATE

GULF POWER CO
1 ENERGY PL
PENSACOLA, FL 32520-0093
REAL ESTATE

GMR: 10-03-19 Large Scale Map Amendment LSA-2019-02 Attachment 24 of 58

# Scott Lunsford, CFC • Escambia County Tax Collector

EscambiaTaxCollector.com facebook.com/ECTaxCollector twitter.com/escambiatc

SCAN TO PAY ONLINE

## Notice of Ad Valorem and Non-Ad Valorem Assessments

| ACCOUNT NUMBER | MILLAGE CODE | ESCROW CODE | PROPERTY REFERENCE NUMBER |
|---|---|---|---|
| | | | |

PROPERTY ADDRESS: EXEMPTIONS:

## AD VALOREM TAXES

| TAXING AUTHORITY | MILLAGE RATE | ASSESSED VALUE | EXEMPTION AMOUNT | TAXABLE AMOUNT | TAXES LEVIED |
|---|---|---|---|---|---|

TOTAL MILLAGE AD VALOREM TAXES

## LEGAL DESCRIPTION

## NON-AD VALOREM ASSESSMENTS

| TAXING AUTHORITY | RATE | AMOUNT |
|---|---|---|

NON-AD VALOREM ASSESSMENTS

**Pay online at EscambiaTaxCollector.com**

*Payments must be in U.S. funds drawn from a U.S. bank*

**COMBINED TAXES AND ASSESSMENTS**

| | | | | | |
|---|---|---|---|---|---|
| | | | | | |

RETAIN FOR YOUR RECORDS

DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

| ACCOUNT NUMBER |
|---|
| |
| **PROPERTY ADDRESS** |
| |

Make checks payable to:

**Scott Lunsford, CFC**
**Escambia County Tax Collector**
P.O. BOX 1312
PENSACOLA, FL 32591

**Pay online at EscambiaTaxCollector.com**

*Payments in U.S. funds from a U.S. bank*

| PAY ONLY ONE AMOUNT |
|---|
| AMOUNT IF PAID BY |
| AMOUNT IF PAID BY |
| AMOUNT IF PAID BY |
| AMOUNT IF PAID BY |
| AMOUNT IF PAID BY |

**DO NOT FOLD, STAPLE, OR MUTILATE**

BEG AT SW COR OF CRIST STEAM PLANT PROP DB
171 P 277 N 89 DEG 14 MIN 23 SEC E AL
See Additional Legal on Tax Roll

# Scott Lunsford, CFC • Escambia County Tax Collector

EscambiaTaxCollector.com facebook.com/ECTaxCollector twitter.com/escambiatc

SCAN TO PAY ONLINE

## Notice of Ad Valorem and Non-Ad Valorem Assessments

| ACCOUNT NUMBER | MILLAGE CODE | ESCROW CODE | PROPERTY REFERENCE NUMBER |
|---|---|---|---|
| | | | |

PROPERTY ADDRESS: EXEMPTIONS:

## AD VALOREM TAXES

| TAXING AUTHORITY | MILLAGE RATE | ASSESSED VALUE | EXEMPTION AMOUNT | TAXABLE AMOUNT | TAXES LEVIED |
|---|---|---|---|---|---|

TOTAL MILLAGE AD VALOREM TAXES

## LEGAL DESCRIPTION

## NON-AD VALOREM ASSESSMENTS

| TAXING AUTHORITY | RATE | AMOUNT |
|---|---|---|

NON-AD VALOREM ASSESSMENTS

**Pay online at EscambiaTaxCollector.com**

*Payments must be in U.S. funds drawn from a U.S. bank*

**COMBINED TAXES AND ASSESSMENTS**

| | | | | | |
|---|---|---|---|---|---|
| | | | | | |

RETAIN FOR YOUR RECORDS

DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

| ACCOUNT NUMBER |
|---|
| |
| **PROPERTY ADDRESS** |
| |

Make checks payable to:

**Scott Lunsford, CFC**
**Escambia County Tax Collector**
P.O. BOX 1312
PENSACOLA, FL 32591

**Pay online at EscambiaTaxCollector.com**

*Payments in U.S. funds from a U.S. bank*

| PAY ONLY ONE AMOUNT |
|---|
| AMOUNT IF PAID BY |
| AMOUNT IF PAID BY |
| AMOUNT IF PAID BY |
| AMOUNT IF PAID BY |
| AMOUNT IF PAID BY |

DO NOT FOLD, STAPLE, OR MUTILATE

100 FT BY 6502 FT ACROSS SEC DB 171 P 538

**PAY DELINQUENT TAXES BY CASH, CASHIER'S CHECK OR MONEY ORDER**

Jul 31, 2019
0.00
If R[illegible]VD

**PAY DELINQUENT TAXES BY CASH, CASHIER'S CHECK OR MONEY ORDER**

Please see accompanying report attached to this application.

# Florida Master Site File TRS Search

Preliminary Investigation of Previously Recorded Cultural Resources

To request a search for previously recorded cultural resources, fill in the **Township** (circle North or South), **Range** (circle East or West), & **Section** number(s) of your project area.

**Please include a photocopy of the appropriate USGS quad map with your project area clearly marked.**

***Township***: 1N (North **or** South) ***Range***: 30W (East **or** West)

***Sections*** (include all affected): 25

**County** (include all affected): Escambia **USGS Quad** (if known): _____

---

***Township***: _____ (North **or** South) ***Range***: _____ (East **or** West)

***Sections*** (include all affected): _____

**County** (include all affected): _____ **USGS Quad** (if known): _____

---

***Township***: _____ (North **or** South) ***Range***: _____ (East **or** West)

***Sections*** (include all affected): _____

**County** (include all affected): _____ **USGS Quad** (if known): _____

---

***Township***: _____ (North **or** South) ***Range***: _____ (East **or** West)

***Sections*** (include all affected): _____

**County** (include all affected): _____ **USGS Quad** (if known): _____

---

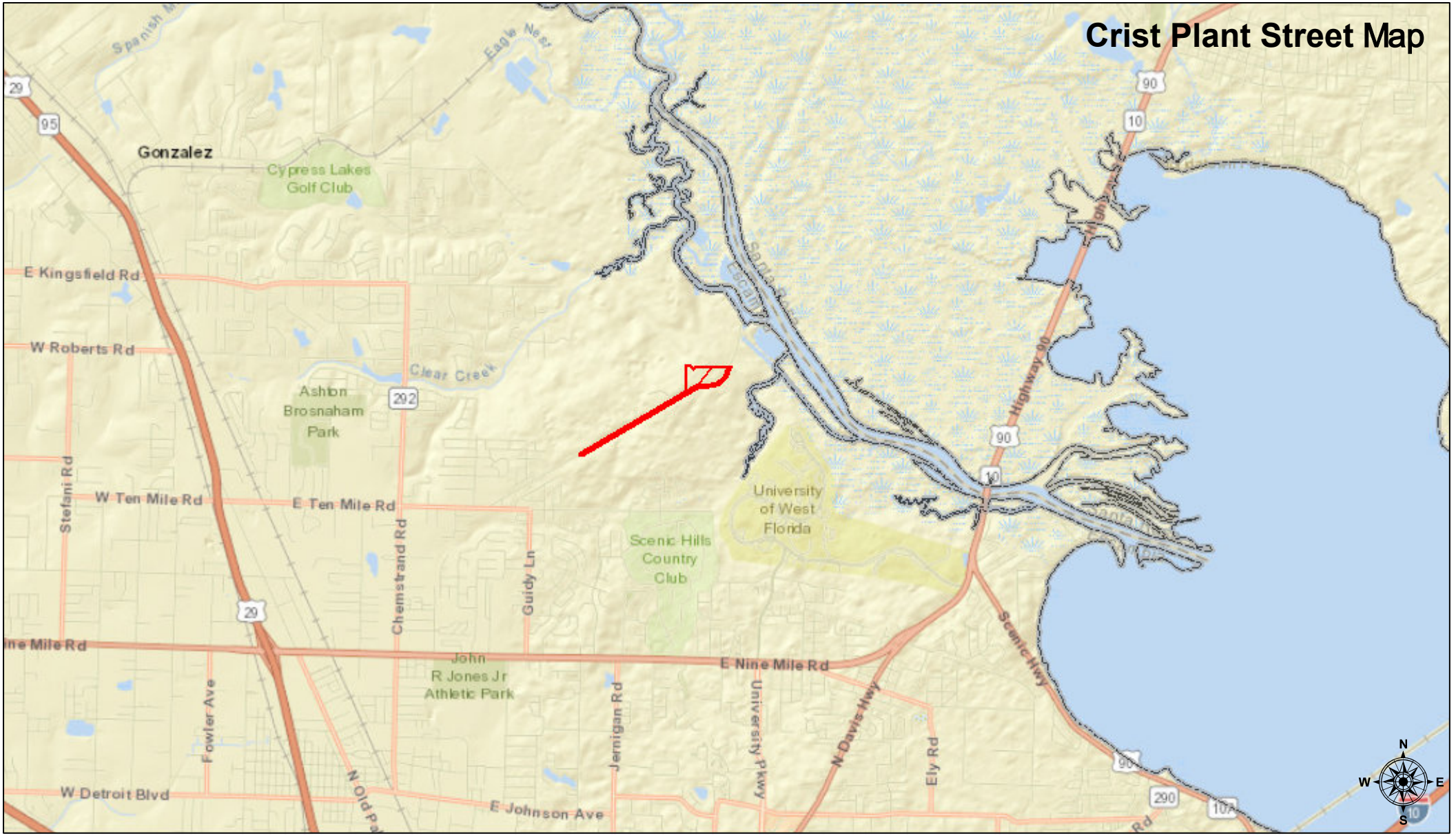
Return To: Name: _____
Organization: _____
Phone: _____ Fax: _____
Address: _____
_____
Email: _____

**Agency/Permit/Project requiring search:** _____

## Florida Master Site File

Division of Historical Resources / R.A. Gray Building
500 South Bronough St., Tallahassee, Florida 32399-0250
Phone 850.245.6440 / Fax 850.245.6439 / Email sitefile@dos.state.fl.us

Office Use Only --H:\DEV SRVCS\FOR-000 Forms\Application Packet Forms-2016\Large & Small Scale Admendment\FLU Application New Fees 6_05_17.docx
(Note: print from Adobe (.pdf) version)




July 11, 2019

**polygonLayer**

Override 1

County Outline

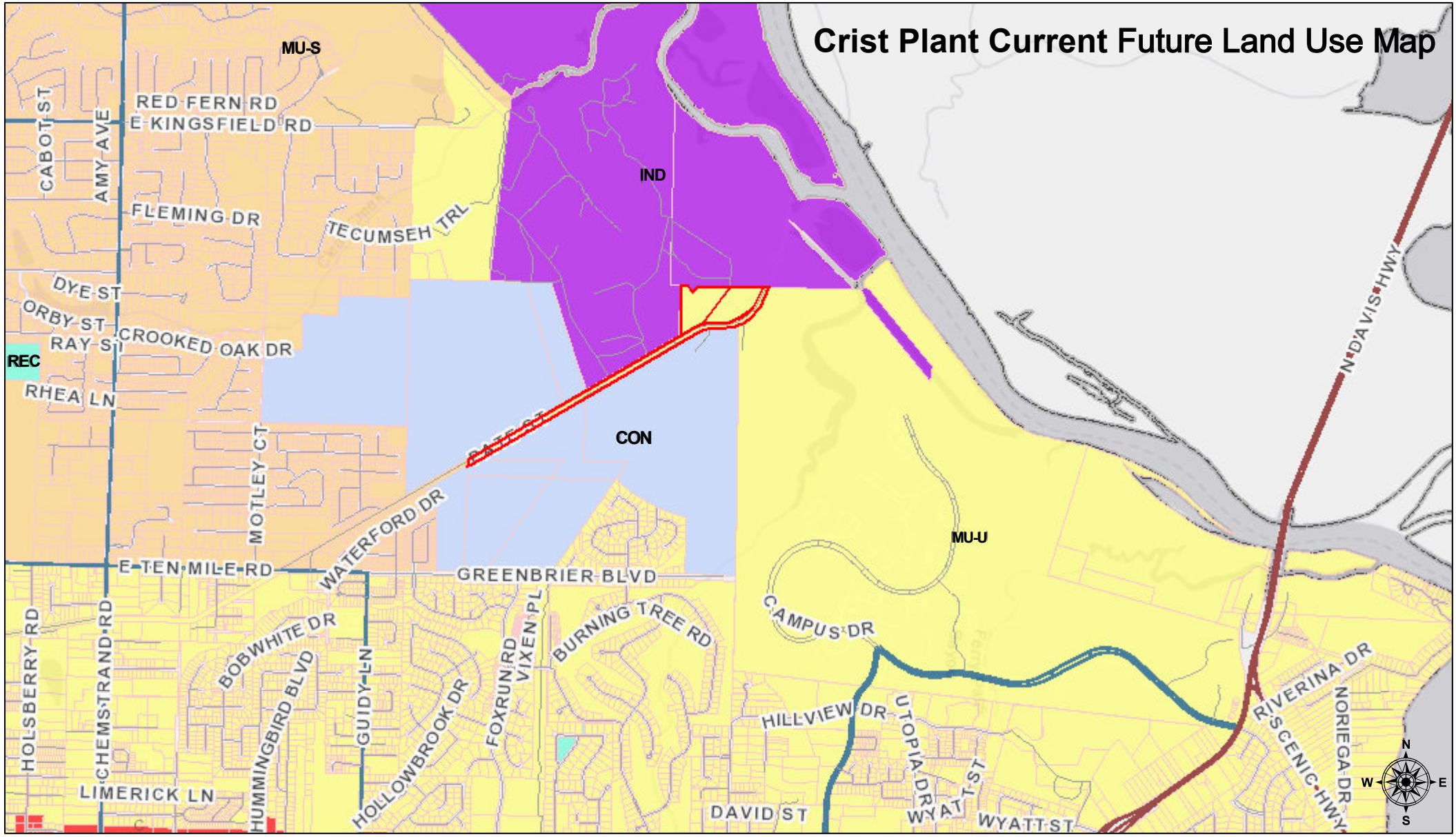
Subject Parcels

1:66,092

0 0.5 1 2 mi

0 0.75 1.5 3 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community




July 11, 2019

**polygonLayer**

Override 1

**Streets**

PRINCIPAL ARTERIAL

MINOR ARTERIAL

COLLECTOR

LOCAL ROAD

Parcels

SUBJECT PARCELS

1:33,046

0 0.275 0.55 1.1 mi

0 0.45 0.9 1.8 km

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

# CULTURAL RESOURCES DESKTOP ANALYSIS OF THE GULF POWER CRIST PLANT PROPERTY, ESCAMBIA COUNTY, FLORIDA


| | |
|---|---|
| **CONSULTANT:** | SEARCH<br>700 N. 9th Avenue, Pensacola, Florida 32501 |
| **PRINCIPAL INVESTIGATOR:** | Steve RabbySmith, MA, RPA |
| **ARCHAEOLOGIST:** | Jessica Barnett, MS, RPA |
| **CLIENT:** | Gulf Power Company |
| **DATE:** | September 2017 |


In September 2017, SEARCH completed a desktop analysis of the Gulf Power Crist Plant property in Escambia County, Florida. This desktop review was conducted at the request of Gulf Power as part of a periodic status report on the power plant conditions. The total study area is approximately 917 acres (371 hectares) and is currently the site of an active power plant located just above the western bank of the Escambia River in eastern Escambia County (**Figure 1**). The present desktop analysis was conducted with the purpose of identifying cultural resource potential and previously recorded historic properties, including those that are listed, or may be eligible for listing, in the National Register of Historic Places (NRHP).

The Florida Master Site File (FMSF) database was reviewed for any previous surveys or previously recorded resources (**Figure 2**). This review also includes an assessment of archaeological site probability, which was based on soil drainage (**Figure 3**), distance to water, topography, and prior disturbance. In addition, historic maps and aerial photographs were reviewed to determine if historic age structures (minimum of 50 years old) are located in the study area (**Figures 4-6**). For the purposes of this desktop analysis, the study area was defined as Gulf Power Company's property encompassing the Crist Plant.

Review of the FMSF database (updated July 2017) indicates that 11 previously conducted cultural resources surveys and one previously conducted data recovery project intersect the study area. These investigations are listed in **Table 1**. In addition to previously recorded site locations, **Figure 2** depicts the locations of previously conducted surveys contained in the FMSF GIS data. Six of the previously conducted investigations documented cultural resources within the present study area. Cultural resources consist of 11 archaeological sites (see **Figure 2**; **Table 2**). Four of these sites were initially documented during reconnaissance level studies carried out by the University of West Florida (UWF), including an archaeological research project for the Escambia Bay drainage basin (FMSF Survey No. N/A), a northwest Florida mill site survey (FMSF Survey No. 3533), and a reconnaissance survey for colonial period sites in west Florida (FMSF Survey No. 6112). These studies identified a prehistoric Pensacola period and possible Woodland and Archaic period midden site (8ES00957), a Woodland period artifact scatter (8ES01041), a twentieth-century American site (8ES01957), and two sites with prehistoric, colonial, and American period components (8ES02949 and 8ES02950). Among these sites, 8ES02949 and 8ES02950 were evaluated as potentially eligible by the State Historic

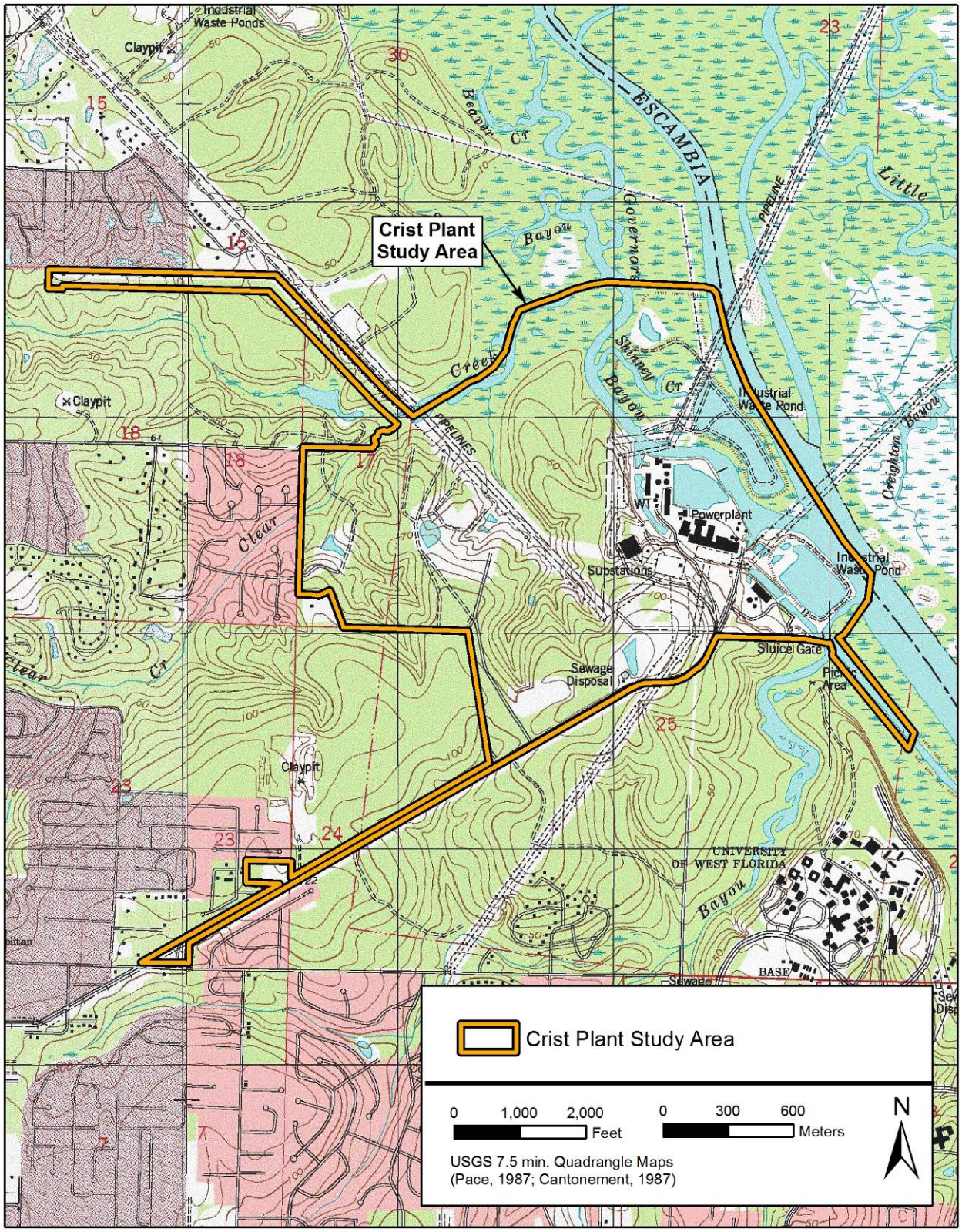



**Figure 1. Gulf Power Crist Plant study area.**

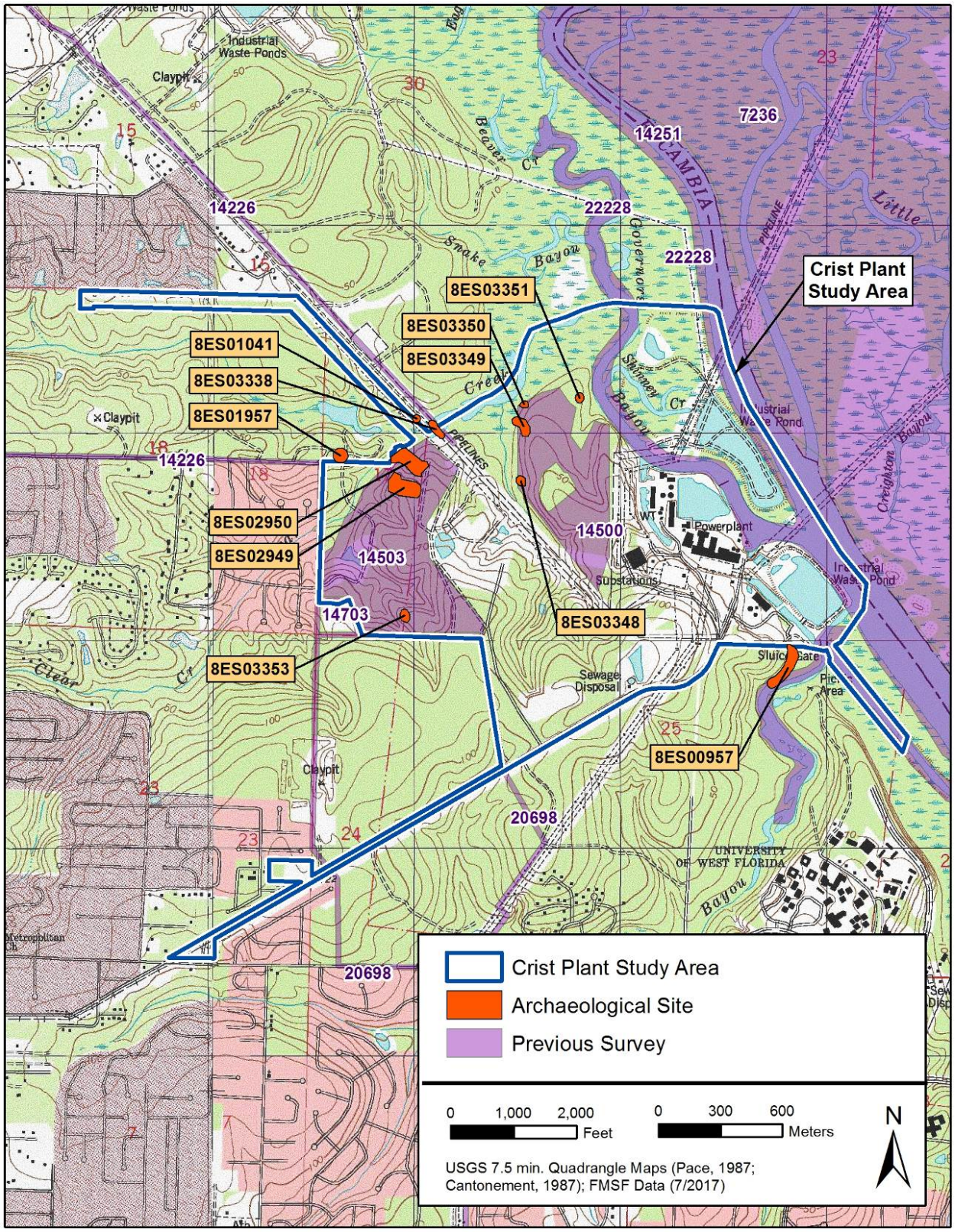



**Figure 2. Previously recorded sites within the Gulf Power Crist Plant study area.**

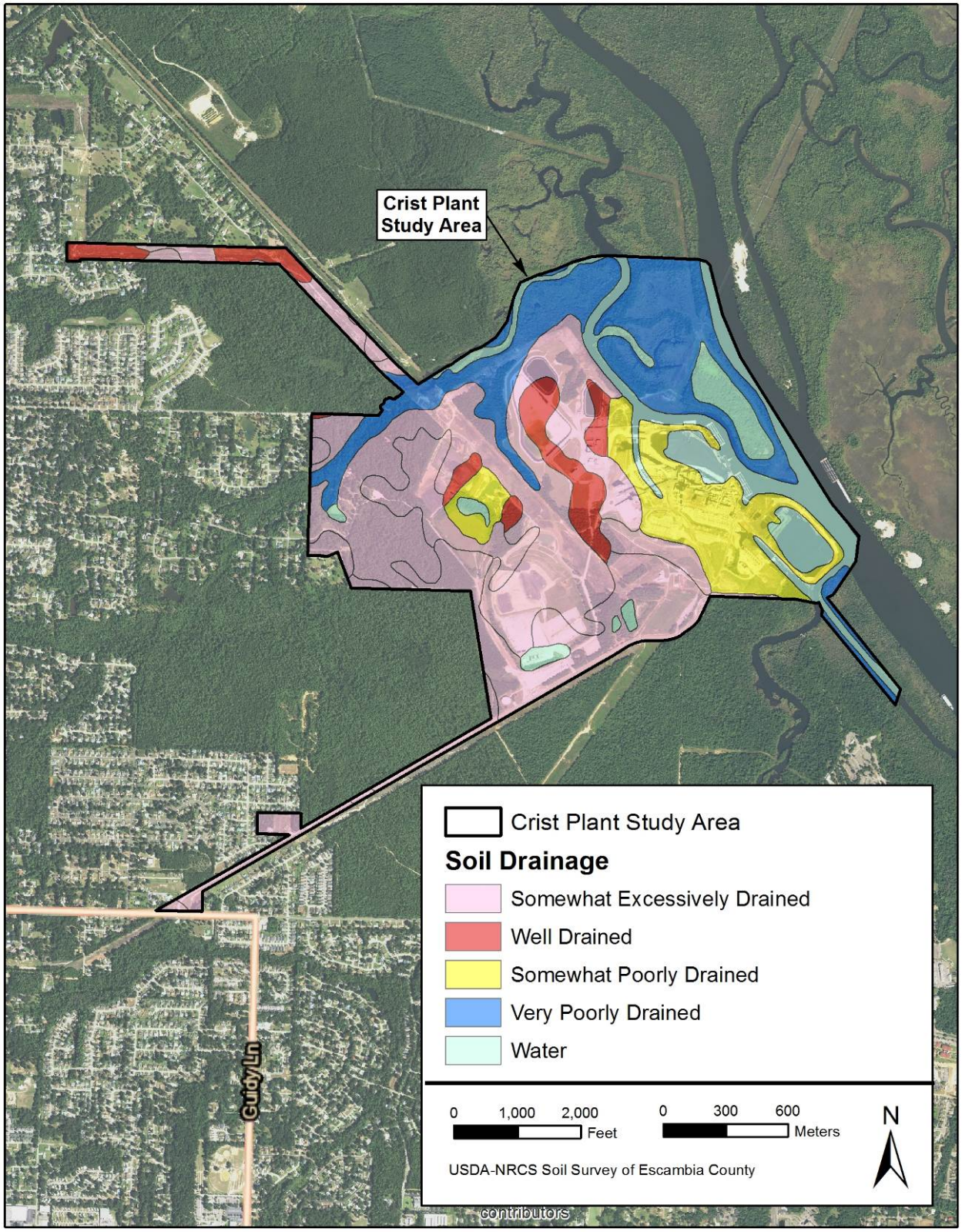



**Figure 3. Soil drainage for the Gulf Coast Crist Plant study area.**

**Figure 4. 1890 Norton map depicting the study area.**

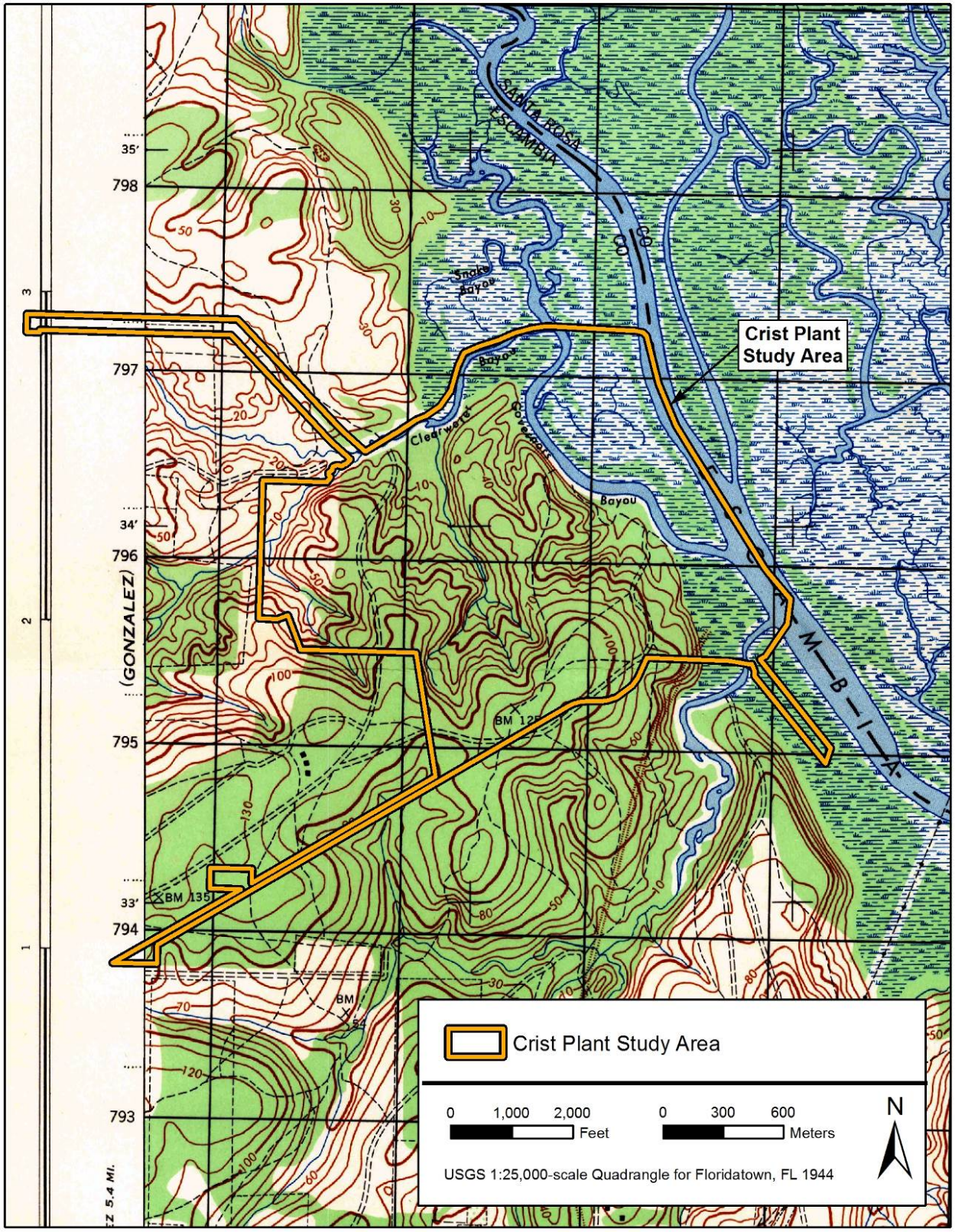



**Figure 5. 1944 USGS quadrangle map depicting the study area.**

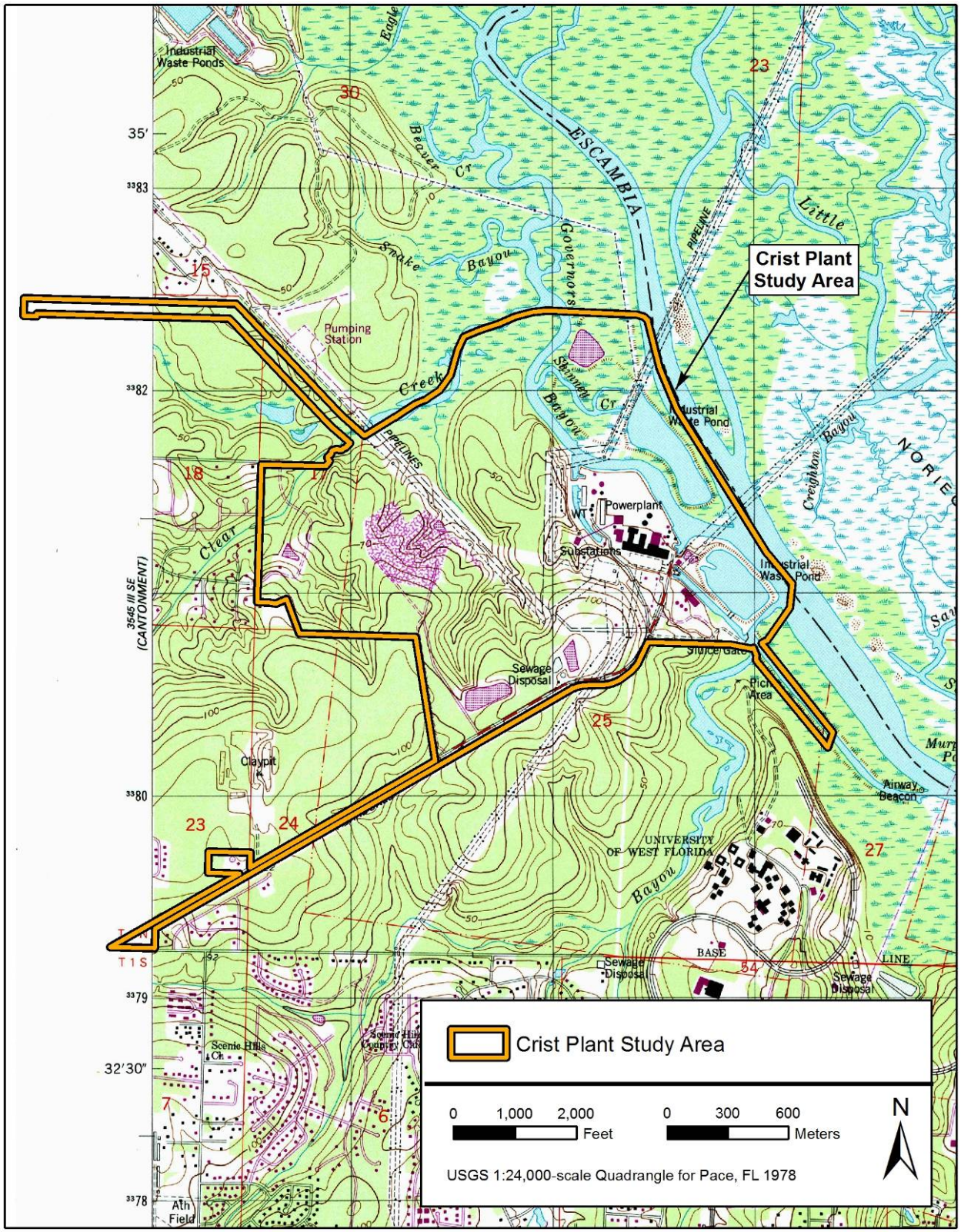



**Figure 6. 1978 USGS quadrangle map depicting the study area.**

**Table 1. Previous Cultural Resources Investigations Intersecting the Gulf Power Crist Power Plant Study Area.**

| FMSF No. | Title | Date | Author |
|---|---|---|---|
| N/A | Escambia Bay Drainage Archaeological Research Project | 1985 | UWF |
| 3533 | Northwest Florida Mill Survey | 1993 | UWF |
| 6112 | Colonial Site Reconnaissance in West Florida | 2000 | UWF |
| 7236 | Pace Area Historic Preservation Plan | 2002 | UWF |
| 14226 | Phase I Archaeological and Historical Survey of the Proposed Emerald Coast Utilities Authority Main Street WWTP Relocation Pipeline Routes, Lift Stations, Rapid Infiltration Basins, and Central Water Reclamation Facility Addition, Escambia County, Florida | 2007 | PCI |
| 14251 | Underwater Remote Sensing and Terrestrial Cultural Resources Survey, Escambia River Channel and Mackey Island Disposal Area, Escambia County, Florida | 2005 | d'Aigle, Robert P. |
| 14500 | An Archaeological and Historical Survey of the 69-Acre Gypsum Site 1, Gulf Power Company Crist Plant, Escambia County, Florida | 2007 | PCI |
| 14503 | An Archaeological and Historical Survey of the 96 Acre Gypsum Site 2, Gulf Power Company Crist Plant, Escambia County, Florida | 2007 | PCI |
| 14703 | Clements Realignment Addendum to an Archaeological and Historical Survey of the Proposed Emerald Coast Utilities Authority Main Street WWTP Relocation Pipeline Routes, Lift Stations, Rapid Infiltration Basins, and Central Water Reclamation Facility Addition, Escambia County, Florida | 2007 | PCI |
| 16543 | Archaeological Mitigation of Sites 8ES02949 and 8ES02950, Gulf Power Company Crist Plant, Escambia County, Florida | 2009 | PCI |
| 20698 | Option 3 Pipeline Re-route Addendum to an Archaeological and Historical Survey of Proposed Emerald Coast Utilities Authority Main Street WWTP Relocation Pipeline Routes, Lift Stations, Rapid Infiltration Basins, and Central Water Reclamation Facility Add | 2007 | PCI |
| 22228 | Archaeological Reconnaissance Survey of the Escambia River, Deadhead Logging Recovery, from Chumuckla Springs to Escambia Bay in Pensacola, Florida | 2009 | Franklin, Marianne |

**Table 2. Previously Recorded Cultural Resources within the Gulf Power Crist Plant Study Area.**

| FMSF No. | Site Name | Time Period | Surveyor Evaluation | SHPO Evaluation |
|---|---|---|---|---|
| 8ES00957 | Gulf Power | Pensacola | Insufficient Information | Not Evaluated |
| 8ES01041 | Clear Creek 1 | Prehistoric; Weeden Island AD 450–1000 | Insufficient Information | Not Evaluated |
| 8ES01957 | LM 92-124 | Twentieth-century American | Insufficient Information | Not Evaluated |
| 8ES02949 | Clear Creek Upland | Prehistoric with ceramics; British 1763–1783; Second Spanish Period 1783–1821; American Territorial 1824–1845 | Eligible | Eligible |
| 8ES02950 | Clear Creek Terrace | Archaic; prehistoric with ceramic; British 1763–1783; Second Spanish Period 1783–1821; American Territorial 1824–1845; African American | Eligible | Eligible |
| 8ES03338 | Clear Creek Tram | Nineteenth-century American 1821–1899; Poss. twentieth-century, American | Insufficient Information | Potentially Eligible |
| 8ES03348 | GP Gypsum 1.1 | Prehistoric with ceramics; Woodland | Ineligible | Ineligible |
| 8ES03349 | GP Gypsum 1.2 | Weeden Island AD 450–1000; Weeden Island II | Ineligible | Ineligible |

**Table 2. Previously Recorded Cultural Resources within the Gulf Power Crist Plant Study Area.**

| FMSF No. | Site Name | Time Period | Surveyor Evaluation | SHPO Evaluation |
|---|---|---|---|---|
| 8ES03350 | GP Gypsum 1.3 | Archaic; Prehistoric with ceramics | Ineligible | Ineligible |
| 8ES03351 | GP Gypsum 1.4 | Prehistoric with ceramics; Woodland | Ineligible | Ineligible |
| 8ES03353 | GP Gypsum 2.1 | Prehistoric with ceramics; Woodland | Ineligible | Ineligible |

Preservation Officer (SHPO). Sites 8ES00957, 8ES01041, and 8ES01957 were not evaluated as part of these reconnaissance investigations.

Four of the sites within the study area (8ES03348, 8ES03349, 8ES03350, and 8ES03351) were recorded as part of Panamerican Consultants Inc.'s (PCI) 2007 survey of the Gypsum Site 1 (FMSF Survey No. 14500), which investigated the northern and central portions of the current study area. All four sites were identified as prehistoric, with three containing pottery most likely dating to the Weeden Island period (see **Table 2**). All four sites were determined ineligible for the NRHP by the SHPO.

In 2007, PCI conducted another survey within the Gulf Power Crist Plant property for the Gypsum Site 2 project (FMSF Survey No. 14503), which covered much of the western portion of the present study area. PCI recorded one previously unrecorded site, 8ES03353, and revisited three previously recorded sites, 8ES01041, 8ES02949, and 8ES02950. 8ES03353 was documented as a light density prehistoric artifact scatter, possibly dating to the Woodland Period. This site was evaluated as ineligible for the NRHP by SHPO. PCI found no evidence of 8ES01041 in its previously plotted location, and, therefore, there was insufficient information to assess the site for the NRHP. Sites 8ES02949 and 8ES02950 were considered eligible by the surveyors and by the SHPO as having the rare potential to provide important information to prehistory and history (Criterion D). Because these sites were to be adversely affected by construction, PCI conducted data recovery excavations in 2008 during FMSF Survey No. 16543. These sites were deemed to be adequately mitigated as a result of the data recovery.

Site 8ES03338 was documented during the survey for the relocation of the Emerald Coast Utility Authority wastewater treatment plant relocation project carried out by PCI in 2007 (FMSF Survey No. 14226). The site is a nineteenth-century tram or log pen dam believed to be affiliated with McVoy's Mill Site (8ES01965), a nineteenth- and twentieth-century NRHP eligible resource located immediately upstream. SHPO evaluated the site as potentially eligible for the NRHP.

An assessment for probability on the Gulf Power Crist Plant property examined a number of environmental variables, including soil drainage, topography, and proximity to fresh water. Soils in the study area are primarily somewhat excessively drained and well drained, particularly along the ridges and ridge slopes that occupy the majority of the western half of the Crist Plant property. This area also offers the best relief from the low lying marshes and flood plains associated with Escambia River and the tributaries that dissect the Crist Plant property, including Governors Bayou and Clear Creek. Soil drainage near these streams and marshes are very poorly drained to somewhat poorly drained. These conditions exist primarily along the

eastern and northern portions of the study area. Based on the physical setting of the study area, much of the western half presents a high probability for cultural resources, as demonstrated by the high number of previously documented sites in the area. Because of the low topography, poor soil drainage, and disturbance from construction of the Crist Plant, the eastern portions of the study area have a low probability for terrestrial archaeological sites. However, the potential for submerged sites is moderate to high.

Various maps and other documentation were reviewed to assess the potential for historic resources in the study area and to better understand the historic development in the vicinity. The Crist Plant was brought online in January 1945 by the Gulf Power Company. Named for James F. Crist, the president of Gulf Power from 1948 to 1955, the coal-powered plant provides energy for customers throughout northwest Florida. The earliest map examined during the present study (Norton 1890; see **Figure 4**) shows little detail, but does indicate railroads, major hydrological features, and a number of communities in the vicinity, including Ferry Pass, Gonzales, Powelton, and Escambia. The 1944 US Geological Survey (USGS) *Floridatown, Fla.* 7.5 minute topographic map depicts the study area just prior to construction of the Crist Plant. This map indicates no development within the study area and only an isolated concentration of buildings in the vicinity west of the study area. The 1978 USGS *Pace, Fla.* 7.5 minute topographic map depicts the power plant, along with substations, transmission lines, fuel pipelines, a water tower, several industrial waste ponds, and sewage disposal areas. The UWF campus appears approximately one-half mile to the south, and residential development is scattered across the surrounding area.

## CONCLUSIONS AND RECOMMENDATIONS

This desktop review of the Gulf Power Crist Plant property indicates a substantial number of previous intensive cultural resources surveys, as well as reconnaissance level investigations, that have occurred across significant portions of the property. These studies have identified 11 archaeological sites, including those with prehistoric, colonial, and American period cultural components. SHPO has evaluated all but five of these sites as ineligible for the NRHP. Three sites (8ES00957, 8ES01041, and 8ES01957) have not been evaluated, and two (8ES02949 and 8ES02950) were determined to be eligible for the NRHP. Sites 8ES02949 and 8ES02950 were subject to data recovery in 2008 to mitigate impacts from the Gypsum Site 2 project and should require no further consideration. As warranted, the unevaluated sites 8ES00957, 8ES01041, and 8ES01957 should be further examined to ascertain the potential for inclusion in the NRHP. In addition, should ground-disturbing activity occur in any of the few remaining unsurveyed portions of the Crist Plant property, a cultural resources survey should be performed prior to ground disturbance. Historic maps indicate little potential for historic buildings or structures in many parts of the study area; however, portions of the Crist Plant facility were completed in 1945 and, therefore, meet the minimum 50-year age requirement for NRHP consideration. As warranted by future alterations or development, the Crist Plant should be surveyed as an architectural feature and assessed for inclusion in the NRHP.

## REFERENCES CITED


d'Aigle, Robert P.

2005 *Underwater Remote Sensing and Terrestrial Cultural Resource Survey, Escambia River Channel and Mackey Island Disposal Area, Escambia County, Florida.* Florida Master Site File Survey No. 14251. On file, Florida Division of Historical Resources, Tallahassee.

Franklin, Marianne

2009 *Archaeological Reconnaissance Survey of the Escambia River, Deadhead Logging Recovery, from Chumuckla Springs to Escambia Bay in Pensacola, FL.* Florida Master Site File Survey No. 22228. On file, Florida Division of Historical Resources, Tallahassee.

Norton, Charles Ledyard

1890 *A Handbook of Florida* (Map of the Vicinity of Pensacola). Electronic document, historicalmaps.arcgis.com/usgs/, accessed September 12, 2017.

Panamerican Consultants, Inc. (PCI)

2007a *Archaeological and Historical Survey of the Proposed Emerald Coast Utilities Authority Main Street WWTP Relocation Pipeline Routes, Lift Stations, Rapid Infiltration Basins, and Central Water Reclamation Facility Addition, Escambia County, Florida.* Florida Master Site File Survey No. 14226. On file, Florida Division of Historical Resources, Tallahassee.

2007b *An Archaeological and Historical Survey of the 69-Acre Gypsum Site 1, Gulf Power Company Crist Plant, Escambia County, Florida.* Florida Master Site File Survey No. 14500. On file, Florida Division of Historical Resources, Tallahassee.

2007c *An Archaeological and Historical Survey of the 96.84-acre Gypsum Site 2, Gulf Power Company Crist Plant, Escambia County, Florida*. Florida Master Site File Survey No. 14503. On file, Florida Division of Historical Resources, Tallahassee.

2007d *Option 3 Pipeline Re-Route Addendum to an Archaeological and Historical Survey of the Proposed Emerald Coast Utilities Authority Main Street WWTP Relocation Pipeline Routes, Lift Stations, Rapid Infiltration Basins, and Central Water Reclamation Facility Addition, Escambia County, Florida.* Florida Master Site File Survey No. 20698. On file, Florida Division of Historical Resources, Tallahassee.

2007e Clements Realignment Addendum to *Archaeological and Historical Survey of the Proposed Emerald Coast Utilities Authority Main Street WWTP Relocation Pipeline Routes, Lift Stations, Rapid Infiltration Basins, and Central Water Reclamation Facility Addition, Escambia County, Florida.* Florida Master Site File Survey No. 14703. On file, Florida Division of Historical Resources, Tallahassee.

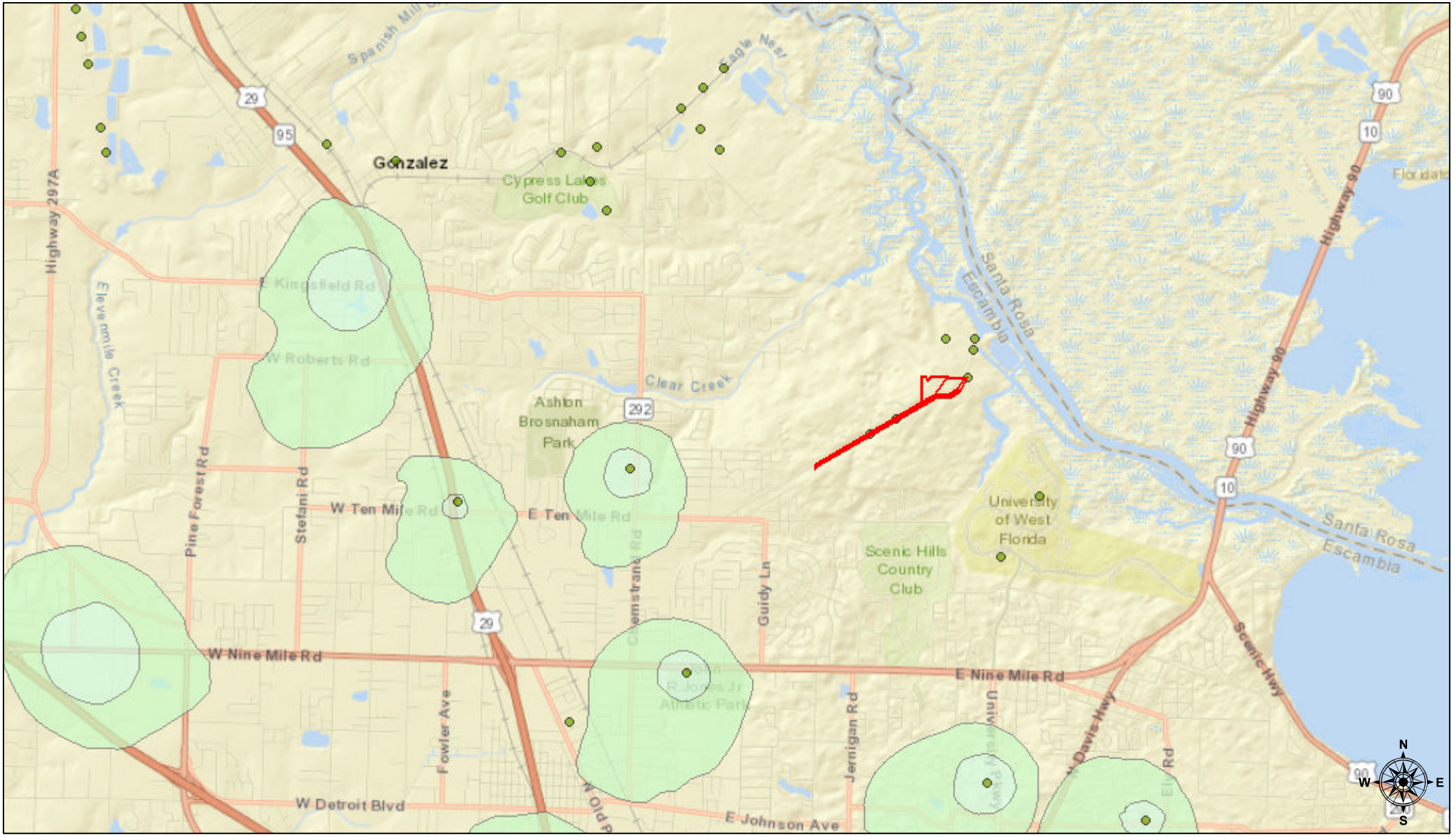
2009 *Archaeological Mitigation of Sites 8ES02949 and 8SES02950, Gulf Power Company Crist Plant, Escambia County Florida.* Florida Master Site File Survey No. 16543. On file, Florida Division of Historical Resources, Tallahassee.

US Department of Agriculture – Natural Resources Conservation Service (USDA-NRCS)
2017 *Soil Survey of Escambia County.* Electronic document, https://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/survey/, accessed September 12, 2017.

US Geological Survey (USGS)
1944 *Floridatown Quadrangle.* Electronic document, historicalmaps.arcgis.com/usgs/, accessed September 12, 2017.
1978 *Pace Quadrangle.* Electronic document, historicalmaps.arcgis.com/usgs/, accessed September 12, 2017.

University of West Florida (UWF)
1985 *Escambia Bay Drainage Archaeological Research Project.* University of West Florida, Pensacola.
1993 *Northwest Florida Mill Survey.* Florida Master Site File Survey No. 3533. On file, Florida Division of Historical Resources, Tallahassee.
2000 *Colonial Site Reconnaissance in West Florida*. Florida Master Site File Survey No. 6112. On file, Florida Division of Historical Resources, Tallahassee.
2002 *Pace Area Historic Preservation Plan*. Florida Master Site File Survey No. 7236. On file, Florida Division of Historical Resources, Tallahassee.

# Wellhead Protection Zones




July 12, 2019

**polygonLayer**

Override 1

Well Head Protection Area Wells

Well Head Protection Area - 7 Year

Well Head Protection Area - 20 Year

Subject Parcels

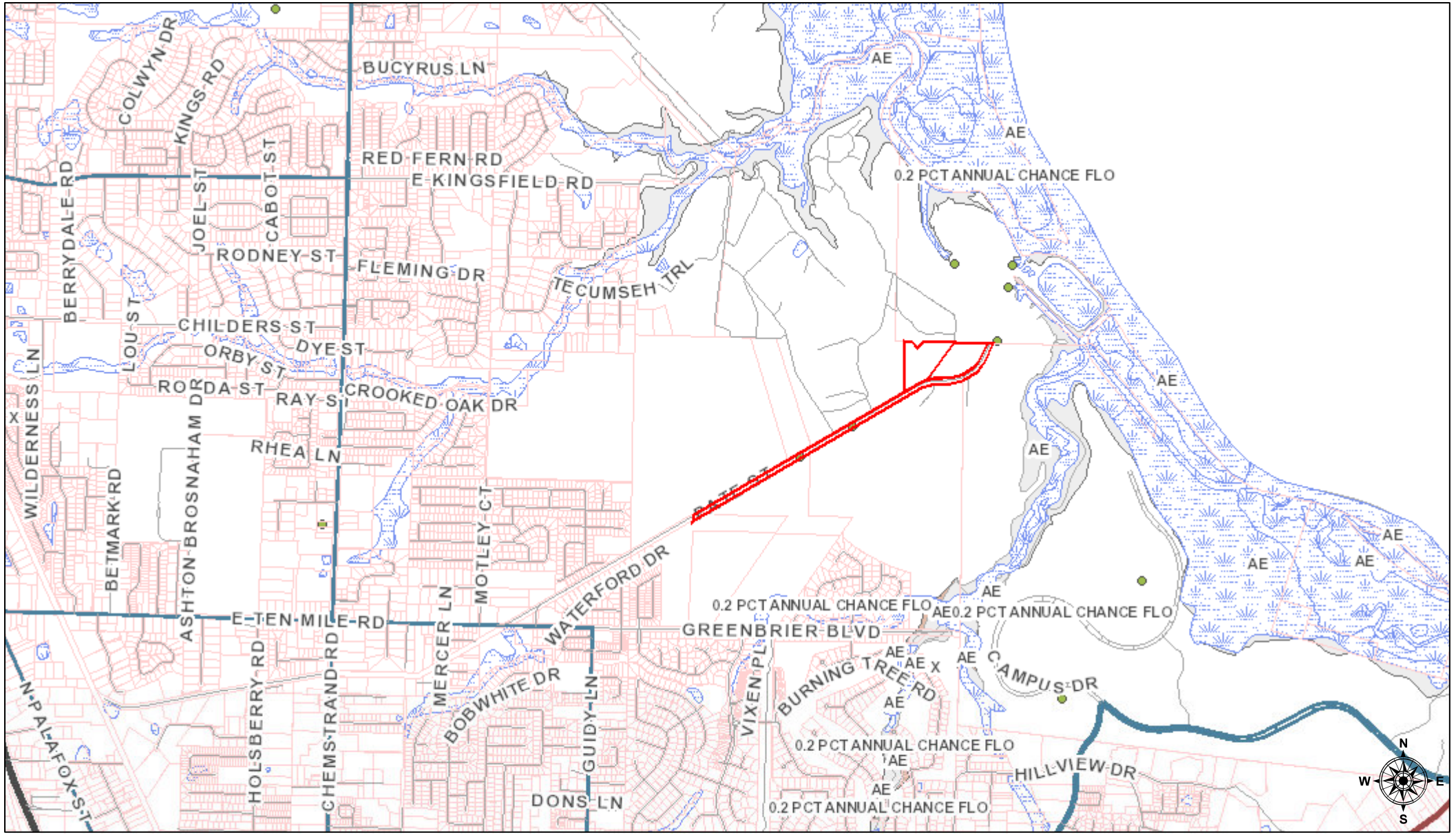
1:66,092

0 0.5 1 2 mi

0 0.75 1.5 3 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

# Flood Zone and Wetlands Map




July 12, 2019

1:33,046

0 0.275 0.55 1.1 mi

0 0.45 0.9 1.8 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

**polygonLayer**

Override 1

**Streets**

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- Parcels
- Well Head Protection Area Wells
- Subject Parcels
- Wetlands
- Flood Zones

LEGAL DESCRIPTION:

PARCEL 1

Commence at the southwest corner of the Crist Steam Plant Property according to the deed recorded in Deed Book 171 at page 277 of the public records of Escambia County, Florida; thence North 89 degrees 14'23" East along the south line of said Crist Steam Plant Property for a distance of 453.39 feet to the point of beginning; thence continue North 89 degrees 14'23" East along said south line for a distance of 655.01 feet; South 23 degrees 42'23" West for a distance of 304.87 feet to the point of curvature of a circular curve concave to the northwest, having a radius of 569.08 feet and a central angle of 30 degrees 28'21"; thence Southwesterly along the arc of said curve (chord distance of 299.11 feet and chord bearing of South 38 degrees 56'34" West) for an arc distance of 302.66 feet to the point of tangency of said curve; thence South 54 degrees 10'45" West for a distance of 101.50 feet to the point of curvature of a circular curve concave to the northwest, having a radius of 573.49 feet and central angle of 31 degrees 10'34"; thence Southwesterly along the arc of said curve (a chord distance of 308.23 feet and a chord bearing of South 69 degrees 46'05" West) for an arc distance of 312.06 feet to the point of tangency of said curve; thence South 85 degrees 21'25" West for a distance of 273.80 feet to the point of curvature of a circular curve concave to the southeast, having a radius of 682.70 feet and central angle of 16 degrees 17'53"; thence Southwesterly along the arc of said curve (a chord distance of 193.54 feet and a chord bearing of South 77 degrees 12'28" West) for an arc distance of 194.20 feet; thence North 33 degrees 34'23" East for a distance of 881.94 feet to the point of beginning; containing 10.60 acres, more or less, and all lying and being in Section 25, Township 1 North, Range 30 West, Escambia County, Florida. Subject to a 250 foot wide Gulf Power Company Easement and a 150' Gulf Power Company Easement.

PARCEL 2

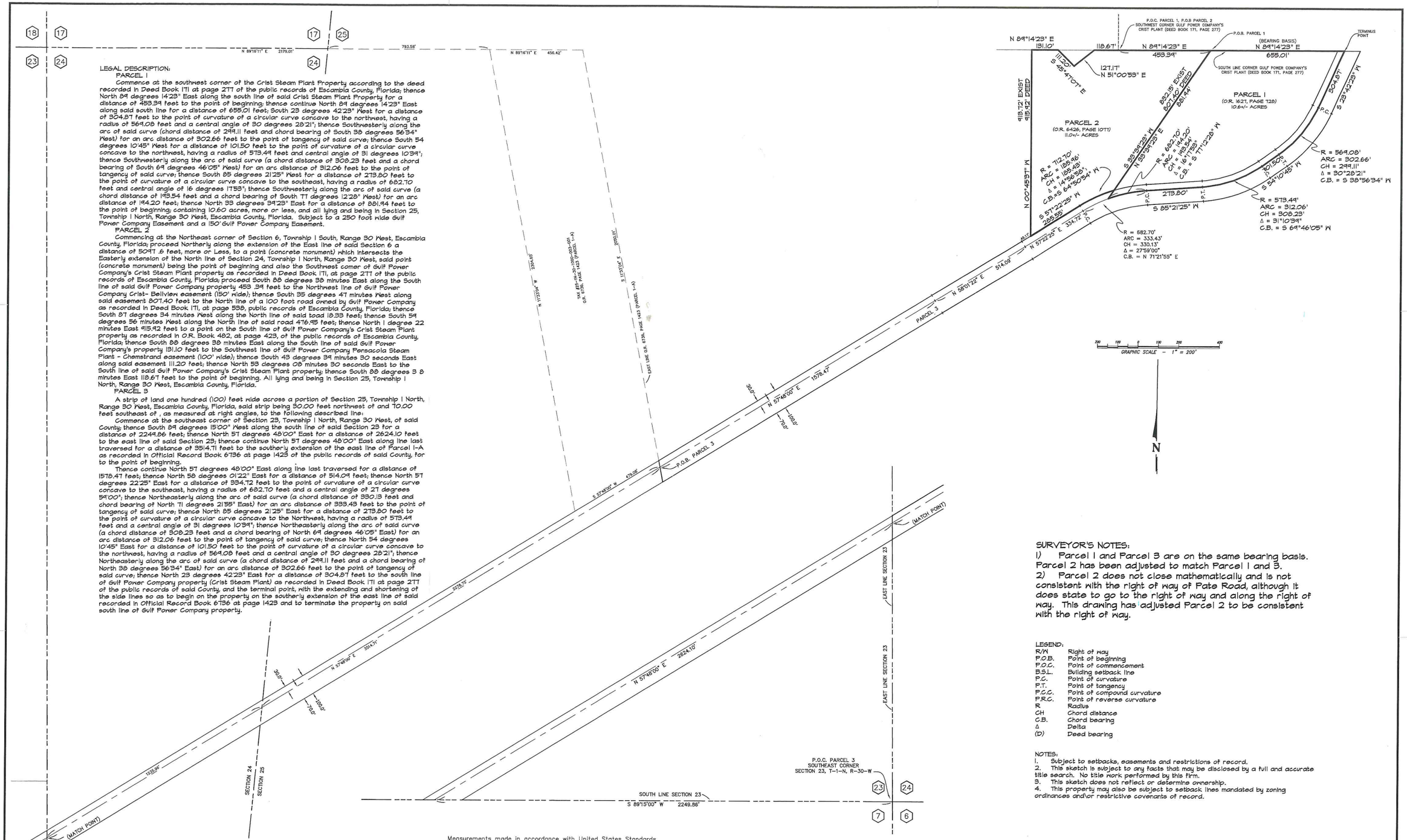
Commencing at the Northeast corner of Section 6, Township 1 South, Range 30 West, Escambia County, Florida; proceed Northerly along the extension of the East line of said Section 6 a distance of 5097.6 feet, more or less, to a point (concrete monument) which intersects the Easterly extension of the North line of Section 24, Township 1 North, Range 30 West, said point (concrete monument) being the point of beginning and also the Southwest corner of Gulf Power Company's Crist Steam Plant property as recorded in Deed Book 171, at page 277 of the public records of Escambia County, Florida; proceed South 88 degrees 38 minutes East along the South line of said Gulf Power Company property 453.39 feet to the Northwest line of Gulf Power Company Crist- Bellview easement (150' wide); thence South 35 degrees 47 minutes West along said easement 807.40 feet to the North line of a 100 foot road owned by Gulf Power Company as recorded in Deed Book 171, at page 538, public records of Escambia County, Florida; thence South 87 degrees 34 minutes West along the North line of said road 18.33 feet; thence South 54 degrees 56 minutes West along the North line of said road 476.95 feet; thence North 1 degree 22 minutes East 915.42 feet to a point on the South line of Gulf Power Company's Crist Steam Plant property as recorded in O.R. Book 482, at page 423, of the public records of Escambia County, Florida; thence South 88 degrees 38 minutes East along the South line of said Gulf Power Company's property 131.10 feet to the Southwest line of Gulf Power Company Pensacola Steam Plant - Chemstrand easement (100' wide); thence South 43 degrees 39 minutes 30 seconds East along said easement 111.20 feet; thence North 53 degrees 08 minutes 30 seconds East to the South line of said Gulf Power Company's Crist Steam Plant property; thence South 88 degrees 38 minutes East 118.67 feet to the point of beginning. All lying and being in Section 25, Township 1 North, Range 30 West, Escambia County, Florida.

PARCEL 3

A strip of land one hundred (100) feet wide across a portion of Section 25, Township 1 North, Range 30 West, Escambia County, Florida, said strip being 30.00 feet northwest of and 70.00 feet southeast of , as measured at right angles, to the following described line:

Commence at the southeast corner of Section 23, Township 1 North, Range 30 West, of said County; thence South 89 degrees 15'00" West along the south line of said Section 23 for a distance of 2249.86 feet; thence North 57 degrees 48'00" East for a distance of 2624.10 feet to the east line of said Section 23; thence continue North 57 degrees 48'00" East along the last traversed for a distance of 3514.71 feet to the southerly extension of the east line of Parcel 1-A as recorded in Official Record Book 6736 at page 1423 of the public records of said County, for to the point of beginning.

Thence continue North 57 degrees 48'00" East along line last traversed for a distance of 1578.47 feet; thence North 58 degrees 01'22" East for a distance of 514.09 feet; thence North 57 degrees 22'25" East for a distance of 334.72 feet to the point of curvature of a circular curve concave to the southeast, having a radius of 682.70 feet and a central angle of 27 degrees 59'00"; thence Northeasterly along the arc of said curve (a chord distance of 330.13 feet and chord bearing of North 71 degrees 21'55" East) for an arc distance of 333.43 feet to the point of tangency of said curve; thence North 85 degrees 21'25" East for a distance of 273.80 feet to the point of curvature of a circular curve concave to the Northwest, having a radius of 573.49 feet and a central angle of 31 degrees 10'34"; thence Northeasterly along the arc of said curve (a chord distance of 308.23 feet and a chord bearing of North 69 degrees 46'05" East) for an arc distance of 312.06 feet to the point of tangency of said curve; thence North 54 degrees 10'45" East for a distance of 101.50 feet to the point of curvature of a circular curve concave to the northwest, having a radius of 569.08 feet and a central angle of 30 degrees 28'21"; thence Northeasterly along the arc of said curve (a chord distance of 299.11 feet and a chord bearing of North 38 degrees 56'34" East) for an arc distance of 302.66 feet to the point of tangency of said curve; thence North 23 degrees 42'23" East for a distance of 304.87 feet to the south line of Gulf Power Company property (Crist Steam Plant) as recorded in Deed Book 171 at page 277 of the public records of said County, and the terminal point, with the extending and shortening of the side lines so as to begin on the property on the southerly extension of the east line of said recorded in Official Record Book 6736 at page 1423 and to terminate the property on said south line of Gulf Power Company property.




SURVEYOR'S NOTES:

1) Parcel 1 and Parcel 3 are on the same bearing basis. Parcel 2 has been adjusted to match Parcel 1 and 3.
2) Parcel 2 does not close mathematically and is not consistent with the right of way of Pate Road, although it does state to go to the right of way and along the right of way. This drawing has adjusted Parcel 2 to be consistent with the right of way.

LEGEND:

| | |
|---|---|
| R/W | Right of way |
| P.O.B. | Point of beginning |
| P.O.C. | Point of commencement |
| B.S.L. | Building setback line |
| P.C. | Point of curvature |
| P.T. | Point of tangency |
| P.C.C. | Point of compound curvature |
| P.R.C. | Point of reverse curvature |
| R | Radius |
| CH | Chord distance |
| C.B. | Chord bearing |
| Δ | Delta |
| (D) | Deed bearing |

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 property may also be subject to setback lines mandated by zoning ordinances and/or restrictive covenants of record.

Measurements made in accordance with United States Standards.

Bearing Reference NORTH BASED ON THE SOUTH LINE OF DEED BOOK 171 PAGE 277 AS N 89°14'23" E (DEED CALL PARCEL 1)

Ordered By: MR. ROBERT LEONARD Elevation Reference

Encroachments

Source of Information: TAX MAPS; PUBLIC RECORDS; SURVEYS ON FILE WITH THIS FIRM; MAPS BY GULF POWER COMPANY

A VISUAL AID OF A PORTION OF SECTION 25, T-1-N, R-30-W


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


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

This survey is valid only if it contains the original seal and original signature of the signing surveyor.

LB No. 7078

NOT VALID WITHOUT SEAL AND SIGNATURE

SHEET 1 OF 1

File No. C-8134
Job No. 38244-19
Scale 1" = 200'
Date of Survey
Date of Plat T-12-2019
Date of Revision T-15-2019
FB PG.
FB PG.
Drawn by PMJ
Checked By DDG

**Comprehensive Plan**
**Large-Scale Future Land Use Map Amendment at Gulf Power Crist Plant**
**Staff Analysis**

## General Data

| | |
|---|---|
| **Project Name:** | LSA 2019-02 – Amending the Comprehensive Plan, Chapter 7, 2030 FLU map. |
| **Location:** | Pate Street |
| **Parcel #s:** | 25-1N-30-1003-000-000, 25-1N-30-1006-000-000, 25-1N-30-1006-000-001. |
| **Acreage:** | 14.5 (+/-) acres, 11.0 (+/-) acres, 10.6 (+/-) acres = 36.1 (+/-) acres. |
| **Request:** | Mixed-Use Urban (MU-U) to Industrial (I). |
| **Agent:** | Escambia County |
| **Meeting Dates:** | Planning Board, September 3, 2019<br>BCC October 3, 2019 (Transmittal) |

## Site Description and Summary of Proposed Amendment:

The area includes parcels 25-1N-30-1003-000-000, 25-1N-30-1006-000-000, 25-1N-30-1006-000-001, located east of the security gate as part of private road parcel Pate Street adjoining parcels located at the north end of Pate Street. The northern boundary abuts the existing Crist Plant. The property subject area to the south currently vacant is not zoned and owned by University of West Florida (UWF). The property subject area to the southeast is wooded and separated by a bayou where on the other side is the current developed UWF site. The southeast site is currently zoned Public (P) and owned by UWF.

**Mixed-Use Urban.** "Intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole." The range of allowable uses is "residential, retail and services, professional office, light industrial, recreational facilities, public and civic." The FLU has a maximum residential density of 25 du/acre and a maximum floor area ratio (FAR) of 2.0.

**Industrial.** "Intended for a mix of industrial development and ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties. Industrial areas shall facilitate continued industrial operations within the county and proved jobs and employment security for present and future residents." "Range of Allowable Uses: Light to industrial, ancillary retail and office. No new residential development is allowed."

## Analysis of Availability of Facilities and Services:

The availability of public facilities and services for the site of a Future Land Use map amendment requires analysis of the general demands of its proposed use. All specific level of service (LOS) standards established by Escambia County are evaluated for compliance during the review processes prescribed by the LDC for approval of proposed development.

**Sanitary Sewer Service.**

***CP Policy INF 1.1.7 Level of Service (LOS) Standards.*** *Average LOS standard for wastewater service is 210 gallons per residential connection per day, and the peak LOS will be 350 gallons per residential connection per day. For nonresidential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC), as may be recalculated by the service provider from time to time, and on the size of the nonresidential water meter. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

***CP Policy INF 1.1.11 Required New Service Connection.*** *All new structures intended for human occupancy will connect to the ECUA wastewater system unless ECUA has determined that it is not feasible to provide wastewater service to the proposed structures. Those structures not required to connect to the ECUA wastewater system will not be issued a building permit until the applicant has obtained the appropriate permit from the Health Department.*

**Analysis:** The subject property is within the service area of the Emerald Coast Utility Authority (ECUA) for sanitary sewer. Any new proposed development will have a complete reviewed during the Development Review Process.

**Solid Waste Disposal.**

***CP Policy INF 2.1.2 Perdido Landfill Operation.*** *Escambia County will provide and operate the Perdido Landfill so as to accommodate the municipal solid waste disposal needs of the entire County.*

***CP Policy INF 2.1.4 Level of Service (LOS) Standards.*** *The LOS standard for solid waste disposal will be 6 pounds per capita per day.*

**Analysis:** Escambia County continues to maintain its adopted solid waste LOS commitments. The Department of Waste Services reported in its 2018 solid waste LOS analysis that the current build-out for disposal at the Perdido Landfill will provide solid waste disposal capacity through 2045.

**Potable Water Service.**

***CP Policy INF 4.1.4 Concurrency Management.*** *Escambia County will ensure the provision of potable water facilities concurrent with the demand for such facilities but no later than the certificate of occupancy, as created by development or redevelopment through the implementation of the Concurrency Management System.*

***CP Policy INF 4.1.6 Developer Responsibility.*** *The cost of water line extensions made necessary by new development will be the responsibility of the developer unless otherwise funded by the service provider.*

***CP Policy INF 4.1.7 Level of Service (LOS) Standards.*** *The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

**Analysis:** The subject area is within the service area of ECUA for potable water and meets the adopted level of services standards in the Comprehensive Plan. Any new proposed development will have a complete review during the Development Review Process.

**Stormwater Management.**

***CP Policy INF 3.1.5 Concurrency Management.*** *Escambia County will ensure the provision of stormwater management facilities concurrent with the demand for such facilities as created by development or redevelopment through implementation of the Concurrency Management System.*

***CP Policy INF 3.1.6 Developer Responsibilities.*** *Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.*

***CP Policy INF 3.1.7 Level of Service (LOS) Standards.*** *Stormwater management LOS will be monitored through the provisions in the LDC design standards.*

**Analysis:** *Compliance with adopted stormwater management provisions that implement these policies would be reviewed and confirmed prior to any site development plan approval, regardless of the proposed FLU change or use.*

**Streets and Access.**

***CP Policy MOB 1.1.1 Level of Service (LOS) Standards.*** *Levels of Service (LOS) will be used to evaluate facility capacity. Escambia County will adopt LOS standards for all roadways as indicated in the LDC. The standards for SIS facilities may be revised based on changes to the federal classification of these roadways. These standards are not regulatory but provide a basis by which the County may monitor congestion and coordinate needed improvements with FDOT.*

**Analysis:** The FLU amendment is for an expansion of the Crist Plant. Any new development will have to submit for Development Review Process.

**Transportation & Traffic Operations (TTO) Comments – LSA-2019-02**

TTO Staff has reviewed the Large Scale Amendment Case LSA-2019-02 agenda item for the Planning Board meeting scheduled for September 3, 2019 regarding the three properties on Pate Road. Please see the below comments.

Pate Road is a two-lane facility with the roadway width of 24 feet and right-of-way width of 100 feet.

Escambia County does not have any capital improvement projects scheduled for this roadway within its Capital Improvements Program. In addition, the Florida Department of Transportation does not show any projects on Pate Road in planning, design or construction within its 5 Yr. Work Program.

Pate Road is classified as a local street and assumed to be functioning within its allowable capacity for traffic volumes.

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.

**Public School Facilities.**

***CP Policy ICE 1.3.1 Interlocal Agreement for Public School Facility Planning.*** *In cooperation with the School Board and the local governments within Escambia County, the County will implement the Interlocal Agreement for Public School Facility Planning (herein Interlocal Agreement) that establishes procedures for coordination and sharing of information, planning processes, and implementation.*

**Analysis:** The FLU amendment does not include any impact on public schools.

**Analysis of Suitability of Amendment for Proposed Use:**

The suitability of a Future Land Use map amendment for its proposed use requires an analysis of the characteristics of the site and its resources relative to Comprehensive Plan (CP) goals, objectives, and policies. For these purposes, suitability is the degree to which the existing characteristics and limitations of land and water are compatible with the proposed use or development. Compliance with specific regulations and standards established by Escambia County, including those for public facilities and services, are evaluated during the development review processes prescribed by the LDC for approval of proposed development.

**Impact on Land Use.**

***CP Policy 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 in Table 1* [of the Escambia County Comprehensive Plan].

**Analysis:** The referenced Comprehensive Plan table describes for a mix of industrial development and ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties. Industrial areas shall facilitate continued

industrial operations within the county and proved jobs and employment security for present and future residents." "Range of Allowable Uses: Light to industrial, ancillary retail and office. No new residential development is allowed."

Approval of the amendment would allow for zoning to be consistent with the existing land use that is owned by Gulf Power and create a consisted zoning for the existing use that is currently already developed.

**Impact on Wellheads.**

***CP Policy CON 1.4.1 Wellhead Protection.*** *Escambia County will provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions will establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.*

**Analysis:** The property is not located in a wellhead protection area. The FLU Amendment will not impact the area. Any new development will have to submit for Development Review Process.

**Impact on Historically Significant Sites.**

***CP Policy FLU 1.2.1 State Assistance.*** *Escambia County will utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County and will utilize guidance, direction, and technical assistance received from this agency.*

**Analysis:** The FLU amendment does not have any significant impacts. During times of development review if any historic or archeological resources or structures are discovered the county will take the appropriate guidance, direction and technical assistance. In September 2017, Consultant: Search, conducted at the request of Gulf Power as part of a periodic status report on the overall 917 acres found no historic or archaeological significant on the subject parcels for the FLUM request.

**Impact on the Natural Environment.**

***CP Policy CON 1.1.2 Wetland and Habitat Indicators.*** *Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval.*

***CP Policy CON 1.1.6 Habitat Protection.*** *Escambia County will coordinate with the FDEP, FFWCC, and other state or federal agencies so as to provide the fullest protection to marine or wildlife habitats that may be impacted by existing or proposed development within the County.*

***CP Policy CON 1.3.1 Stormwater Management.*** *Escambia County will protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.*

***CP Policy CON 1.3.6 Wetland Development Provisions.*** *Development in wetlands will not be allowed unless sufficient uplands do not exist to avoid a taking. In this case, development in wetlands will be restricted to allow residential density uses as indicated by the LDC:*

***CP Policy CON 1.6.3 Tree Protection.*** *Escambia County will protect trees through LDC provisions.*

**Analysis:** The proposed FLU amendment will not have an impact beyond existing development at this time. The FLU amendment application includes a report by consultant Search of wetlands have been documented. As well the Escambia County's own wetland survey of the property is attached in the submittal application. Any natural resource issues will be appropriately addressed at the county Development Review process at the time of development.

**Urban Sprawl**

***CP Objective FLU 1.3 Future Land Use Map Designations.*** *Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.*"

**Analysis:** The proposed FLU amendment would discourage urban sprawl through the characteristics of the existing development pattern and already developed area.

**CP Policy FLU 2.2.1 Location.** Public facilities and services will be located to minimize their cost and negative impacts on the natural environment and maximize their efficiency. Cost alternatives, impacts on the environment, and levels of efficiency will be discussed during the design phase and bid process utilized by the County to accomplish the installation or location of public facilities and/or services. In addition, the County will coordinate with the ECUA, other water and/or sewer providers, and state or federal agencies with facilities located in the County or with plans to expand existing facilities or create new facilities in the County. Among other things, it is the intent of this policy that public facilities and services are available to support the densities and intensities of uses provided by this Plan and the FLUM and that there is adequate and suitable land available for such utility facilities.

**CP Policy FLU 2.2.4 Existing Facilities**. Prior to embarking on the construction of new capital improvements, Escambia County will consider the feasibility of upgrading or rehabilitating existing facilities to determine if the rehabilitation of present facilities would be in the best interest of the County and its citizens.

**Analysis:** The proposed FLU amendment site being proposed is solely purposed for the expansion of the existing plant. This development will allow the facility to increase the existing capacity. There will be no increase in solid waste, potable water or sanitary sewer demand to serve the development.

Under section **1-1.7.3 Nonconformance.** Lawfully established and maintained uses, structures, site conditions, and lots made nonconforming by later adoption or

amendment of any land development regulations may continue, subject to the nonconformance provisions of Article 2.The provisions protect the interests of owners in continuing to use their property while providing the community a gradual remedy for existing undesirable conditions resulting from nonconformance. Actions that would expand nonconformance are prohibited and actions that would make nonconformance more permanent are restricted. Nothing in the LDC shall be interpreted as authorizing or approving the continuation or expansion of any uses, structures, conditions, or lots not lawfully established according to regulations in effect at the time of establishment.

**Article 2 Nonconformance**

**Sec. 1-2.1 Purpose of article.**

The purpose of this article is to establish land use regulations that define the legal status of nonconformance with LDC regulations, prohibit the expansion of any nonconformance, restrict activities that would make any nonconformance more permanent, and correct nonconformance to the extent practical. This article establishes specific provisions through which nonconforming uses, structures, lots and site conditions may be maintained, altered or reconstructed, and conditions under which the nonconformance is terminated.

**Sec. 1-2.2 General conditions.**

**(a) Continuation.** Lawfully established and maintained uses, structures, lots and site conditions that no longer comply with one or more land development regulations may continue in productive use as legal exceptions to those regulations only as prescribed by the nonconformance provisions of this article and related sections of the LDC. In allowing the continuation of such nonconformance it remains the intent of the LDC to prohibit the expansion and limit the alteration or reconstruction of nonconformities, and to discourage the continuation of those that are inconsistent with the purposes of applicable regulations. Where multiple nonconformities exist, each must comply with the provisions regarding their lawful continuation.

**(b) Nonconformance status.** Any nonconformance status of a use, structure, lot or site condition runs with the land and is not lost by changes of ownership, or management. However, once nonconforming status is lost, the use, structure, lot or condition shall comply with current LDC regulations. For the purposes of determining whether the right to continue a nonconformance is lost, all of the activities and structures on a lot are generally to be considered as a whole. For example, a unit vacancy in a nonconforming multi-tenant building does not result in the loss of the right to rent the unit if the use of the building as a whole is maintained.

**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:** **August 19, 2019**

**RE:** **Transportation & Traffic Operations (TTO) Comments – LSA-2019-02**

TTO Staff has reviewed the Large Scale Amendment Case LSA-2019-02 agenda item for the Planning Board meeting scheduled for September 5, 2019 regarding the three properties on Pate Road . Please see the below comments.

Pate Road is a two-lane facility with the roadway width of 24 feet and right-of-way width of 100 feet.

Escambia County does not have any capital improvement projects scheduled for this roadway within its Capital Improvements Program. In addition, the Florida Department of Transportation does not show any projects on Pate Road in planning, design or construction within its 5 Yr. Work Program.

Pate Road is classified as a local street and assumed to be functioning within its allowable capacity for traffic volumes.

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., Engineering Department Director
John C. Fisher, 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

certified Land use planner Qualified as Expert

Please Print Clearly

**Meeting Date:** Sept 3 2019

**Rezoning Quasi-judicial Hearing** OR **Regular Planning Board Meeting**

**Rezoning Case #:** ~~RE~~ Z-2019-15 **Agenda Item Number/Description:** ~~RE~~ LSA 2019-02

V In Favor _____ Against

*Name: Allara Mills-Guthier (Agent)

*Address: 2311 Lee St *City, State, Zip: Lynn Haven 32444

Email Address: allara@theplanningcollaborative.com Phone:

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

**********

## Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

# BOARD OF COUNTY COMMISSIONERS
# ESCAMBIA COUNTY, FLORIDA

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:** 9/3/19

**Rezoning Quasi-judicial Hearing**

**Rezoning Case #:** LSA 2019-02

OR

**Regular Planning Board Meeting**

**Agenda Item Number/Description:**

chemical Engineering Degree Qualified as Expert in Engineering & Construction

✓ In Favor _____ Against

*Name: WILLIAM FLIPPIN

*Address: 700 University Blvd *City, State, Zip: Juno Beach, FL 33408

Email Address: williamflippin@mac.com Phone: 561-622-1629

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

**********

## Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

01/2016

# 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:** 9-3

**Rezoning Quasi-judicial Hearing**

**Rezoning Case #:** _____

OR

**Regular Planning Board Meeting**

**Agenda Item Number/Description:** LSA-2019-02

✓ In Favor _____ Against

*Name: Lacy Dennis 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.*

**********

## Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

01/2016

# 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:** Sep 3

**Rezoning Quasi-judicial Hearing**

**Rezoning Case #:** _____

OR

**Regular Planning Board Meeting**

**Agenda Item Number/Description:** 6A

_____ In Favor _____ Against

*Name: Melissa Pino

*Address: 413 SE Baublits Drive *City, State, Zip: _____

Email Address: melissawpino@gmail.com Phone: _____

How did you hear about the rezoning case: ☐ Mail ☑ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

**********

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

# BOARD OF COUNTY COMMISSIONERS
# ESCAMBIA COUNTY, FLORIDA

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:** _____

**Rezoning Quasi-judicial Hearing**

**Rezoning Case #:** _____

_____ In Favor _____ Against

OR

**Regular Planning Board Meeting**

**Agenda Item Number/Description:** Gulf Power LSA-2019-02

*Name: Margaret Hostetter

*Address: 328 E. Sunset Av. *City, State, Zip: Pensacola

Email Address: Margaret080808@gmail.com Phone: 850-512-7048

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

**********

## Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

01/2016

# 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:** 9/3/19

**Rezoning Quasi-judicial Hearing**
**Rezoning Case #:** Z-2019-15

OR

**Regular Planning Board Meeting**
**Agenda Item Number/Description:** _____

_____ In Favor _____ Against

*Name: Kevin Wade

*Address: 413 SE Baublits Drive *City, State, Zip: Pensacola

Email Address: Ikevinwade@gmail.com Phone: (850) 377-7414

How did you hear about the rezoning case: ☐ Mail ☒ Internet ☐ Sign

Please indicate if you:
☒ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

**********

## Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

01/2016

**LEGAL REVIEW**

(COUNTY DEPARTMENT USE ONLY)

Document: LSA-2019-02 Christ Plant.

Date: 07/25/2019

Date requested back by: 08/08/2019

Requested by: John C Fisher

Phone Number: 850-595-4651

(LEGAL USE ONLY)

Legal Review by Kim M. Johnson

Date Received: 7-25-19

✓ 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 PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL, WHICH IS LOCATED WITHIN SECTION 25, TOWNSHIP 1N, RANGE 30W, AND WHICH IS IDENTIFIED AS PARCEL ID NUMBER 25-1N-30-1003-000-000 TOTALING 14.5(+/-) ACRES, LOCATED ON A PRIVATE ROAD, PATE STREET, FROM MIXED USE URBAN (MU-U) TO INDUSTRIAL (I); CHANGING A PARCEL WITHIN SECTION 25, TOWNSHIP 1N, RANGE 30W, AND WHICH IS IDENTIFIED AS PARCEL ID NUMBER 25-1N-30-1006-000-000 TOTALING 11.0(+/-) ACRES, LOCATED AT PATE STREET, FROM MIXED USE URBAN (MU-U) TO INDUSTRIAL (I); CHANGING A PARCEL WITHIN SECTION 25, TOWNSHIP 1N, RANGE 30W, AND WHICH IS IDENTIFIED AS PARCEL ID NUMBER 25-1N-30-1006-000-001 TOTALING 10.6(+/-) ACRES, LOCATED AT PATE STREET, FROM MIXED USE URBAN (MU-U) TO INDUSTRIAL (I); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and

**WHEREAS**, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

**WHEREAS**, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to consider changes (amendments) to the Comprehensive Plan; and

**WHEREAS**, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

**NOW, THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of Escambia County, Florida, as follows:

**Section 1. Purpose and Intent**

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

**Section 2. Title of Comprehensive Plan Amendment**

This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment 2019-02."

**Section 3. Changes to the 2030 Future Land Use Map**

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use changes:

(A) A parcel of land which is located within Section 25, Township 1N, Range 30W, parcel number 25-1N-30-1003-000-000 and totaling 14.5 (+/-) acres, located at Greenbrier Boulevard as a private road called Pate Street, as more particularly described in the Boundary Survey produced by David D. Glaze, registered land surveyor from Pitman Glaze and Associates, Inc., dated 07/15/2019, attached as Exhibit A, from Mixed-Use Urban (MU-U) to Industrial (I).

(B) A parcel of land which is located within Section 25, Township 1N, Range 30W, parcel number 25-1N-30-1006-000-000 and totaling 11.0 (+/-) acres, located on a private road called Pate Street, as more particularly described in the Boundary Survey produced by David D. Glaze, registered land surveyor from Pitman Glaze and Associates, Inc., dated 07/15/2019, attached as Exhibit A, from Mixed-Use Urban (MU-U) to Industrial (I).

(C) A parcel of land which is located within Section 25, Township 1N, Range 30W, parcel number 25-1N-30-1006-000-001 and totaling 10.6 (+/-) acres, located on a private road called Pate Street, as more particularly described in the Boundary Survey produced by David D. Glaze, registered land surveyor from Pitman Glaze and Associates, Inc., dated 07/15/2019, attached as Exhibit A, from Mixed-Use Urban (MU-U) to Industrial (I).

**Section 4. Severability**

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

**Section 5. Inclusion in the Code**

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that the sections, subsections and other provisions of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

**INTENTIONALLY LEFT BLANK**

**Section 6. Effective Date**

Pursuant to Section 163.3184(3)(c)(4), Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

**DONE AND ENACTED** this_____ day of _____, 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

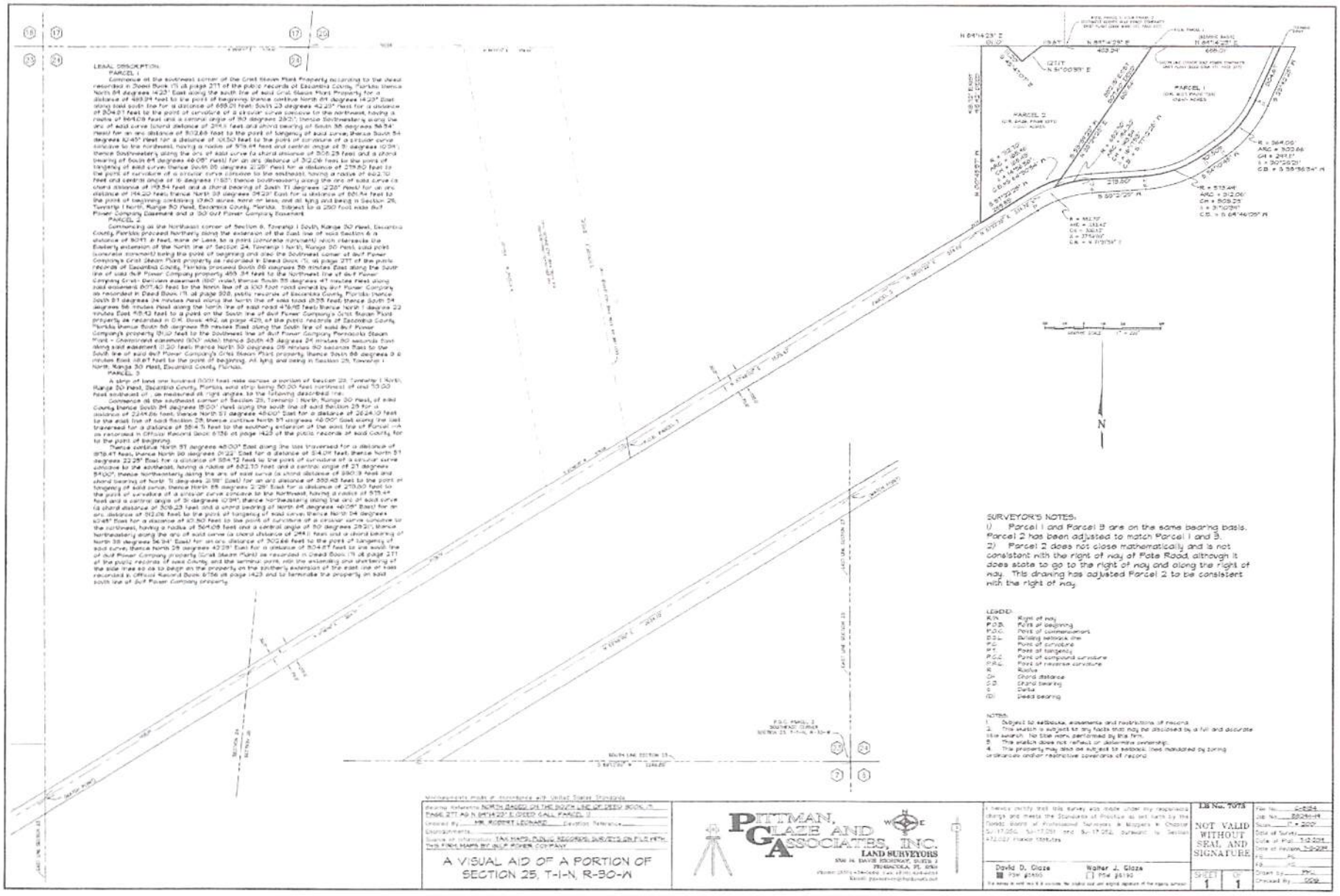
Approved as to form and legal sufficiency.

By/Title: Kim M. Johnson, ACA
Date: 8-8-19

(SEAL)

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

DRAFT



LEGAL DESCRIPTION:

PARCEL 1

Commence at the southwest corner of the Grist Steam Plant Property according to the deed recorded in Deed Book 171 at page 277 of the public records of Escambia County, Florida; thence North 84 degrees 14'23" East along the south line of said Grist Steam Plant Property for a distance of 489.24 feet to the point of beginning; thence continue North 84 degrees 14'23" East along said south line for a distance of 668.01 feet; South 23 degrees 42'23" West for a distance of 804.01 feet to the point of curvature of a circular curve concave to the northwest, having a radius of 869.09 feet and a central angle of 153 degrees 29'01"; thence Southwesterly along the arc of said curve (chord distance of 249.5 feet and chord bearing of South 36 degrees 56'54" West) for an arc distance of 1032.66 feet to the point of tangency of said curve; thence South 54 degrees 52'45" West for a distance of 1430.50 feet to the point of curvature of a circular curve concave to the northwest, having a radius of 979.69 feet and central angle of 31 degrees 10'31"; thence Southwesterly along the arc of said curve (a chord distance of 526.23 feet and a chord bearing of South 69 degrees 48'08" West) for an arc distance of 532.06 feet to the point of tangency of said curve; thence South 85 degrees 23'28" West for a distance of 279.80 feet to the point of curvature of a circular curve concave to the southeast, having a radius of 662.70 feet and central angle of 16 degrees 11'51"; thence southwesterly along the arc of said curve (a chord distance of 193.54 feet and a chord bearing of South 77 degrees 23'28" West) for an arc distance of 194.20 feet; thence North 30 degrees 04'29" East for a distance of 661.54 feet to the point of beginning containing 13.140 acres, more or less, and all lying and being in Section 25, Township 1 North, Range 30 West, Escambia County, Florida. Subject to a 250 foot wide Gulf Power Company Easement and a 30 foot Power Company Easement.

PARCEL 2

Commencing at the Northeast corner of Section 8, Township 1 South, Range 30 West, Escambia County, Florida; proceed Northerly along the extension of the East line of said Section 6 a distance of 80.11 feet, more or less, to a point (concrete monument) which intersects the Easterly extension of the North line of Section 24, Township 1 North, Range 30 West, said point (concrete monument) being the point of beginning and also the Southwest corner of Gulf Power Company's Grist Steam Plant property as recorded in Deed Book 171 at page 277 of the public records of Escambia County, Florida; proceed South 89 degrees 58 minutes East along the South line of said Gulf Power Company property 455.34 feet to the Northwest line of Gulf Power Company Grist-Bellview easement (100' wide); thence South 35 degrees 41 minutes West along said easement 677.40 feet to the North line of a 100 foot road owned by Gulf Power Company as recorded in Deed Book 171 at page 308, public records of Escambia County, Florida; thence South 81 degrees 24 minutes West along the North line of said road 8.55 feet; thence South 34 degrees 56 minutes West along the North line of said road 476.05 feet; thence North 1 degree 23 minutes East 49.42 feet to a point on the South line of Gulf Power Company's Grist Steam Plant property as recorded in O.R. Book 452, at page 429, of the public records of Escambia County, Florida; thence South 89 degrees 58 minutes East along the South line of said Gulf Power Company's property 81.00 feet to the Southwest line of Gulf Power Company Pensacola Steam Plant - Chemstrand easement (800' wide); thence South 45 degrees 24 minutes 30 seconds East along said easement 31.20 feet; thence North 30 degrees 08 minutes 30 seconds East to the South line of said Gulf Power Company's Grist Steam Plant property; thence South 89 degrees 9 6 minutes East 18.67 feet to the point of beginning, all lying and being in Section 25, Township 1 North, Range 30 West, Escambia County, Florida.

PARCEL 3

A strip of land one hundred (100') feet wide across a portion of Section 25, Township 1 North, Range 30 West, Escambia County, Florida, said strip being 50.00 feet northwest of and 50.00 feet southeast of, as measured at right angles to the following described line:

Commence at the southeast corner of Section 25, Township 1 North, Range 30 West, of said County; thence South 84 degrees 15'00" West along the south line of said Section 25 for a distance of 2244.06 feet; thence North 51 degrees 48'00" East for a distance of 2624.10 feet to the east line of said Section 25; thence continue North 51 degrees 48'00" East along the last traversed for a distance of 38.4 ft. feet to the southerly extension of the west line of Parcel "A" as recorded in Official Records Book 6156 at page 1423 of the public records of said County, for the point of beginning.

Thence continue North 51 degrees 48'00" East along the last traversed for a distance of 878.47 feet; thence North 90 degrees 01'22" East for a distance of 814.09 feet; thence North 51 degrees 22'28" East for a distance of 584.72 feet to the point of curvature of a circular curve concave to the southeast, having a radius of 682.10 feet and a central angle of 21 degrees 54'00"; thence northeasterly along the arc of said curve (a chord distance of 890.9 feet and chord bearing of North 71 degrees 21'28" East) for an arc distance of 650.40 feet to the point of tangency of said curve; thence North 89 degrees 2'28" East for a distance of 270.80 feet to the point of curvature of a circular curve concave to the Northwest, having a radius of 575.44 feet and a central angle of 31 degrees 10'34"; thence northeasterly along the arc of said curve (a chord distance of 309.23 feet and a chord bearing of North 64 degrees 46'08" East) for an arc distance of 312.06 feet to the point of tangency of said curve; thence North 04 degrees 53'48" East for a distance of 67.80 feet to the point of curvature of a circular curve concave to the northwest, having a radius of 364.08 feet and a central angle of 50 degrees 28'21"; thence Northeasterly along the arc of said curve (a chord distance of 249.1 feet and a chord bearing of North 30 degrees 04'34" East) for an arc distance of 300.66 feet to the point of tangency of said curve; thence North 29 degrees 43'23" East for a distance of 804.87 feet to the west line of Gulf Power Company property Grist Steam Plant as recorded in Deed Book 171 at page 277 of the public records of said County, and the terminus point, with the extending and shortening of the side lines so as to begin on the property on the southerly extension of the east line of said recorded A Official Record Book 6756 at page 1423 and to terminate the property on said south line of Gulf Power Company property.




SURVEYOR'S NOTES:

1) Parcel 1 and Parcel 3 are on the same bearing basis. Parcel 2 has been adjusted to match Parcel 1 and 3.

2) Parcel 2 does not close mathematically and is not consistent with the right of way of Pate Road, although it does state to go to the right of way and along the right of way. This drawing has adjusted Parcel 2 to be consistent with the right of way.

LEGEND:

| | |
|---|---|
| R/W | Right of way |
| P.O.B. | Point of beginning |
| P.O.C. | Point of commencement |
| B.S.L. | Building setback line |
| P.C. | Point of curvature |
| P.T. | Point of tangency |
| P.C.C. | Point of compound curvature |
| P.R.C. | Point of reverse curvature |
| R | Radius |
| CH | Chord distance |
| C.B. | Chord bearing |
| Δ | Delta |
| (D) | Deed bearing |

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 property may also be subject to setback lines mandated by zoning ordinances and/or restrictive covenants of record.

Monuments made in accordance with United States Standards

Bearing Reference: NORTH BASED ON THE SOUTH LINE OF DEED BOOK 171 PAGE 277 AS N 84°14'23" E DEED CALL PARCEL 2

Checked By: DR. ROBERT LEONARD Elevation Reference:

Encroachments:

Source of Information: TAX MAPS, PUBLIC RECORDS, SURVEYS ON FILE WITH THIS FIRM, MAPS BY GULF POWER COMPANY

A VISUAL AID OF A PORTION OF SECTION 25, T-1-N, R-30-W

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
5561 N. DAVIS HIGHWAY, SUITE 2
PENSACOLA, FL 32503
Phone: (850) 438-9661 FAX: (850) 438-9662
Email: pgaassociates@bellsouth.net

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, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

David D. Glaze — Walter J. Glaze
PSM #6965 — PSM #6190

The seals appearing on this document were authorized by the undersigned and comply with Florida Statute 472.027

LB No. 7075

NOT VALID WITHOUT SEAL AND SIGNATURE

SHEET 1 OF 1

| | |
|---|---|
| File No. | 04-084 |
| Job No. | 2004-84 |
| Scale | 1" = 200' |
| Date of Survey | |
| Date of Plat | 3-2-05 |
| Date of Revision | 3-9-05 |
| F.B. | PG |
| P.B. | PG |
| Drawn By | JPC |
| Checked By | DDG |

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16843** **Growth Management Report 14. 4.**
**BCC Regular Meeting** **Public Hearing**
**Meeting Date:** 10/03/2019
**Issue:** 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map, SSA-2019-02
**From:** HORACE JONES, Director
**Organization:** Development Services

## RECOMMENDATION:

5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map, SSA-2019-02

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending Chapter 7, the Future Land Use Element, Policy FLU 1.1.1, (SSA-2019-02) changing the Future Land Use (FLU) category of a parcel within Section 52, Township 2S, Range 30W, Parcel ID number 2501-012-002, totaling 1.29 (+/-) acres, located on Coast Road, from Commercial (C) to Mixed-Use Urban (MU-U).

## BACKGROUND:

The small-scale amendment to the FLU of the Comprehensive Plan proposes to change the FLU category of a 1.29 (+/-) acre parcel from Commercial (C) to Mixed-Use Urban (MU-U). The parcel is currently wooded and surrounded by non-residential uses mostly of a general commercial character with the exception of an adjoining more intensive auto paint and body shop with outside storage. The amendment is proposed to eliminate the Commercial FLU-based restriction on the subject parcel that allows residential development only when secondary to commercial development. The proposed FLU change would expand an existing adjoining area of MU-U to include the parcel.

## BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

## LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Kia M. Johnson, Assistant County Attorney. Any recommendations or legal sufficiency comments made in that review are also attached herein.

**PERSONNEL:**

No additional personnel are required for implementation of this Ordinance.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The proposed Ordinance is required by Comprehensive Plan policies to "designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas." Amendment of the FLU Map to designate such land uses requires public hearing review and recommendation by the Board prior to approval by the BCC.

**IMPLEMENTATION/COORDINATION:**

This Ordinance amending the FLUM of the Comprehensive Plan will be filed with the Department of State following adoption by the BCC.

Implementation of this Ordinance will consist of an amendment to the FLUM and distribution of a copy of the adopted Ordinance to staff and interested citizens.

The proposed Ordinance was prepared by the Development Services Department, in cooperation with the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

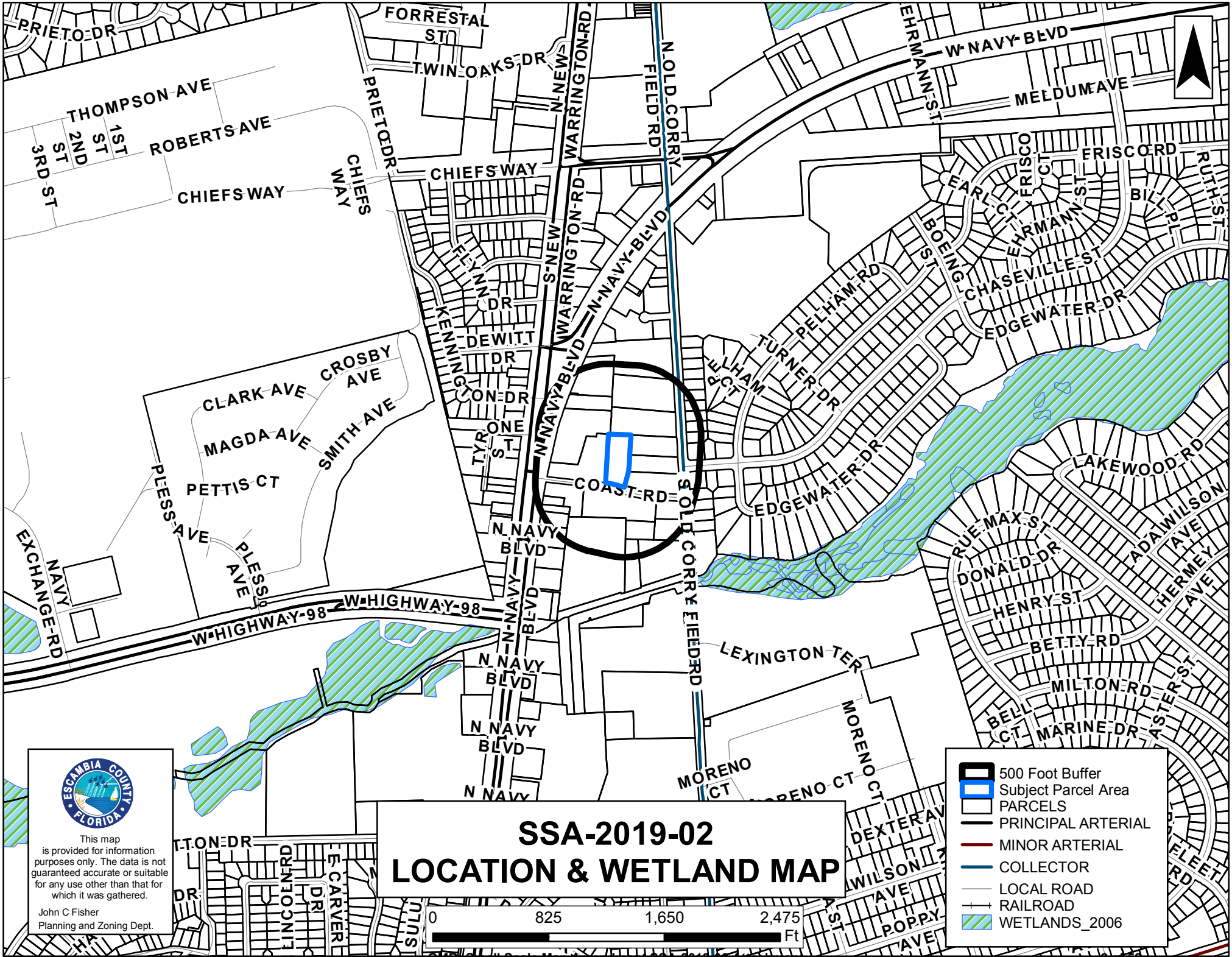
---

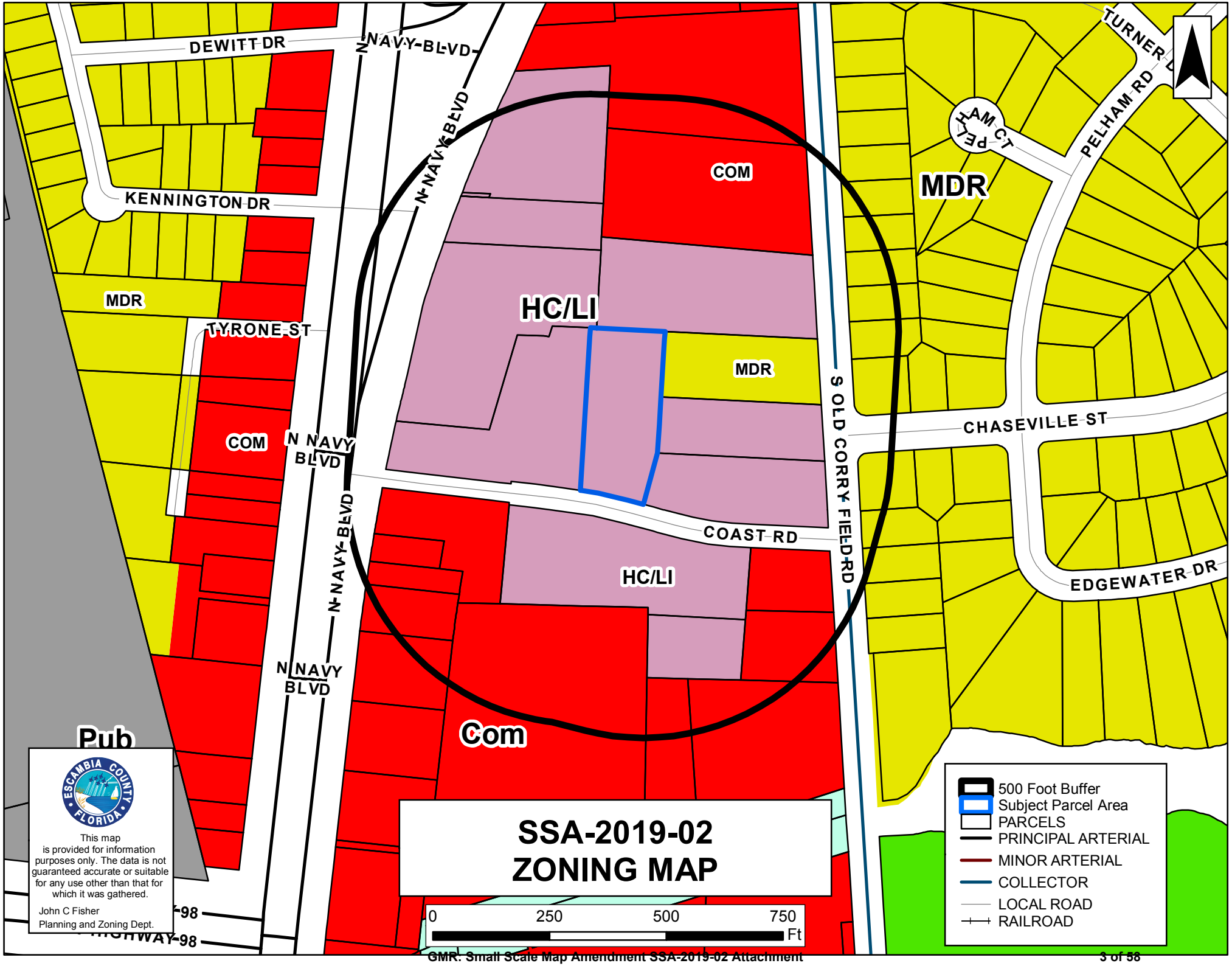
**Attachments**

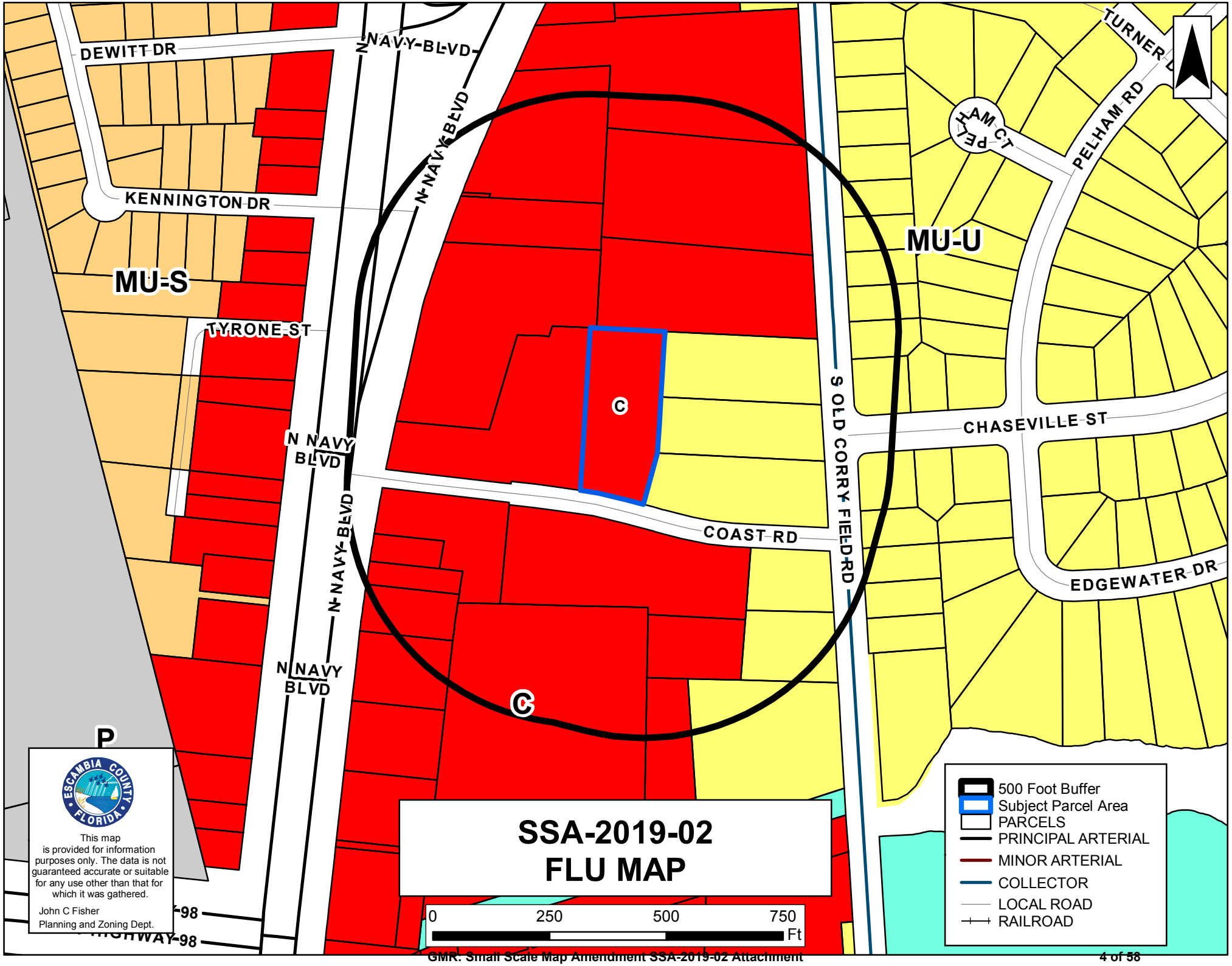
SSA-2019-02 Working Case File
Draft Ordinance
Clean Ordinance

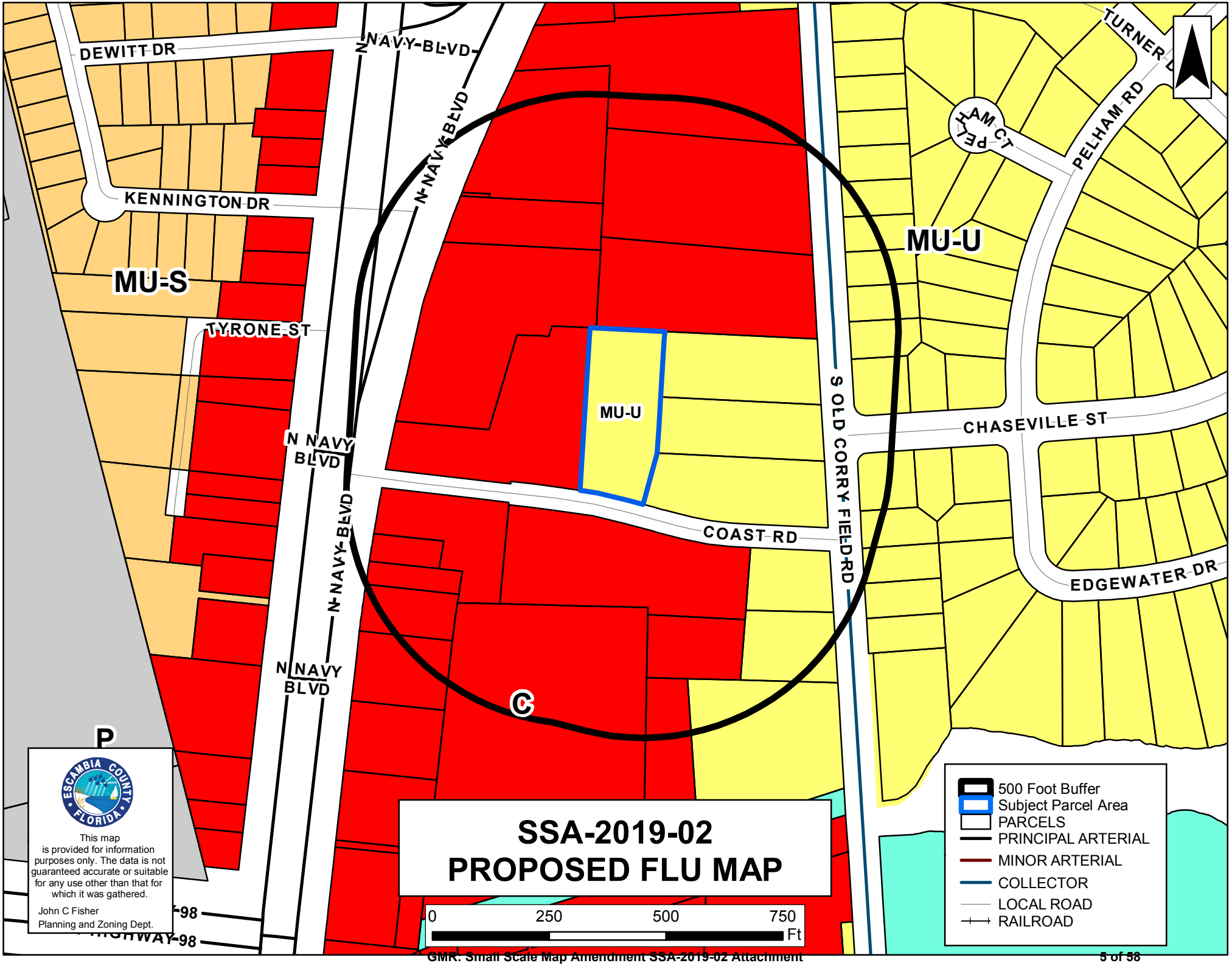
---

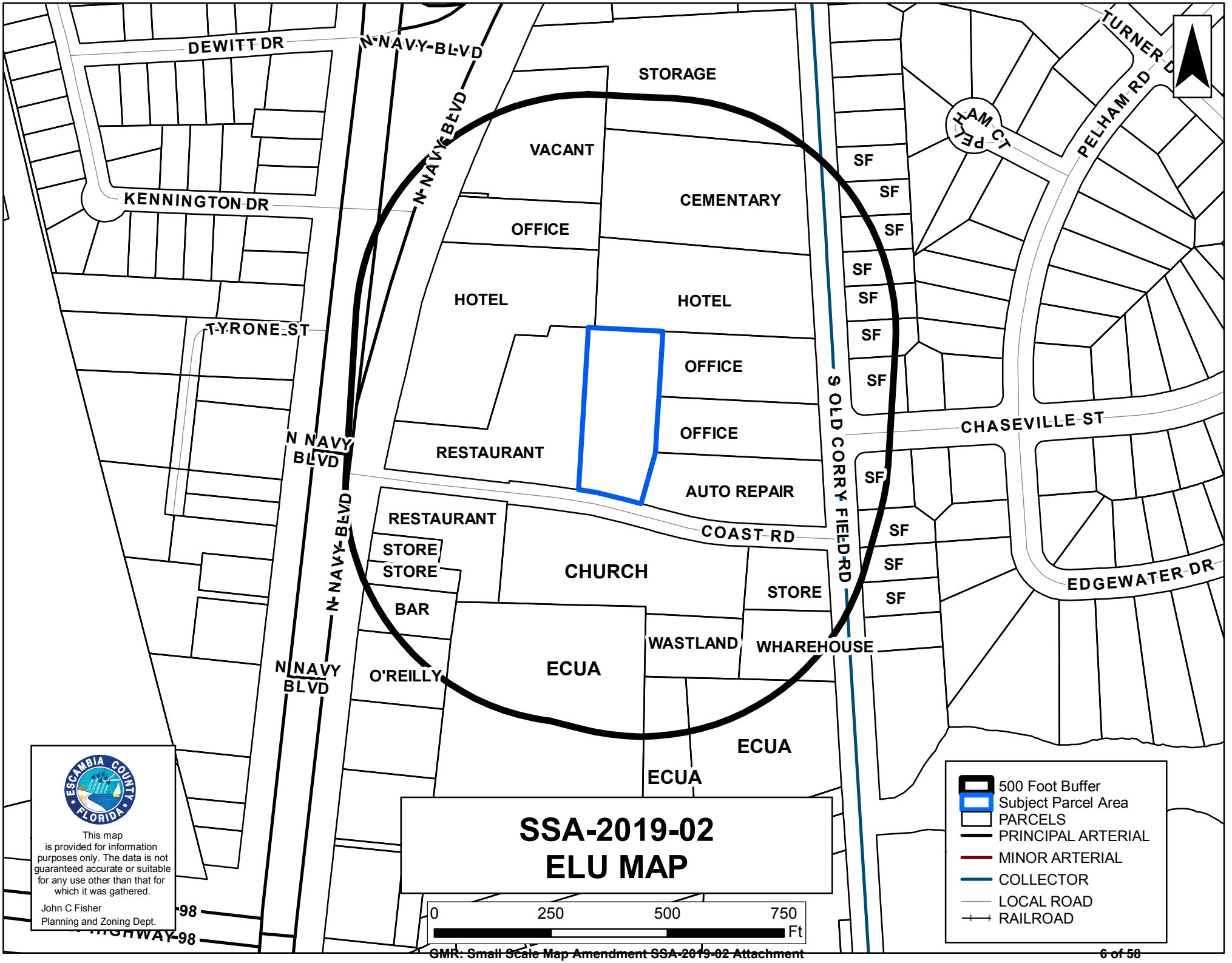
# SSA-2019-02


SSA-2019-02
LOCATION & WETLAND MAP
500 Foot Buffer
Subject Parcel Area
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
WETLANDS_2006
0
825
1,650
2,475
Ft
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.
PRIETO DR
FORRESTAL ST
TWIN OAKS DR
THOMPSON AVE
ROBERTS AVE
1ST ST
2ND ST
3RD ST
CHIEFS WAY
N NEW WARRINGTON RD
N OLD CORRY FIELD RD
W NAVY BLVD
EHRMANN ST
MELDUM AVE
FRISCO RD
FRISCO CT
EARL CT
EHRMANN ST
BILL PL
RUTH ST
BOEING ST
CHASEVILLE ST
EDGEWATER DR
PELHAM RD
TURNER DR
PELHAM CT
FLYNN DR
KENNINGTON DR
DEWITT DR
ONE ST
TYRON DR
S NEW WARRINGTON RD
N NAVY BLVD
COAST RD
S OLD CORRY FIELD RD
CROSBY AVE
CLARK AVE
MAGDA AVE
SMITH AVE
PETTIS CT
PLESS AVE
NAVY EXCHANGE RD
W HIGHWAY 98
LAKEWOOD RD
RUE MAX ST
DONALD DR
ADA WILSON AVE
HERMEY AVE
HENRY ST
BETTY RD
MILTON RD
BELL CT
MARINE DR
LEXINGTON TER
MORENO CT
DEXTER AV
WILSON AVE
POPPY AVE
LINCOLN RD
E CARVER DR

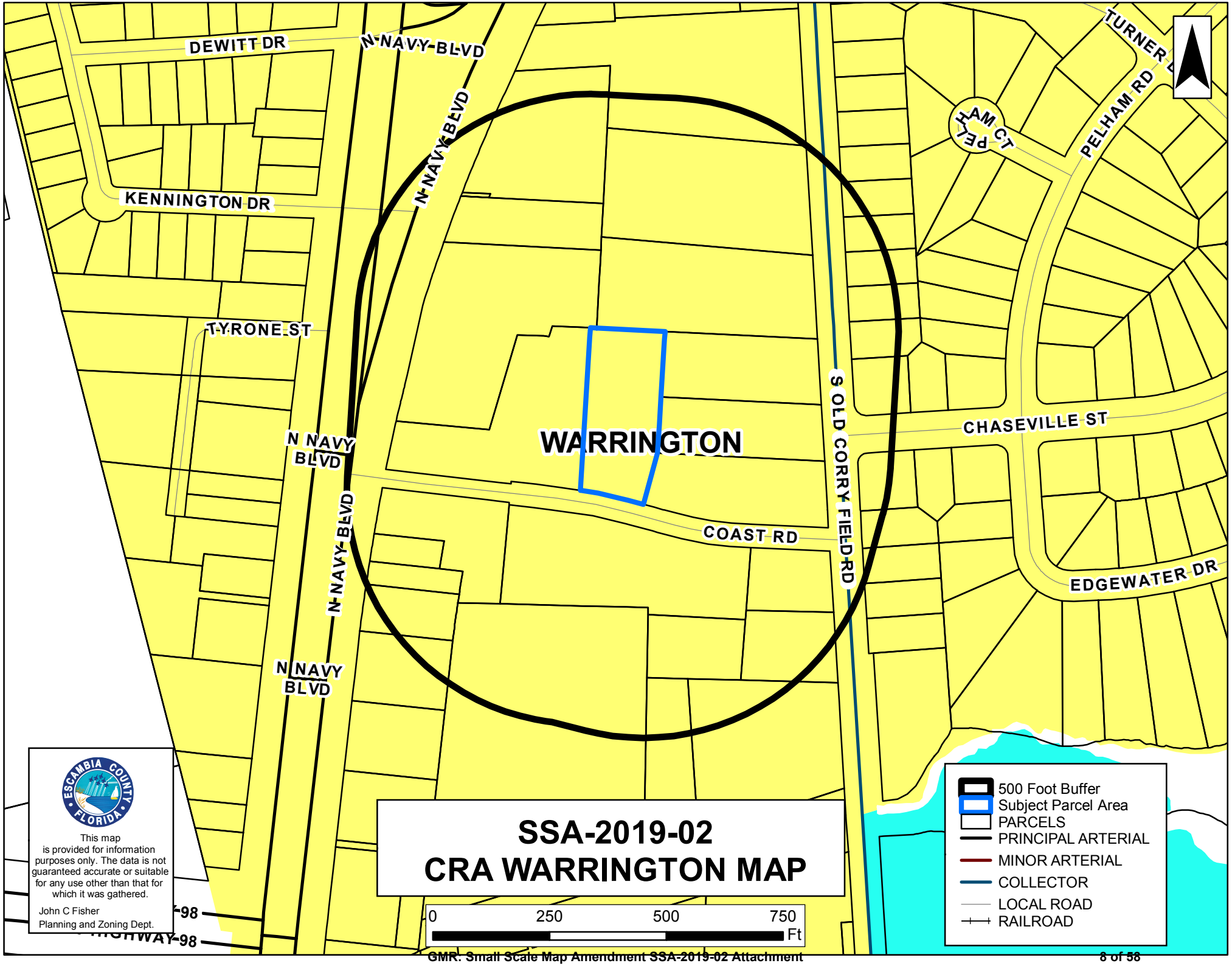

DEWITT DR
N NAVY BLVD
KENNINGTON DR
TYRONE ST
COM
MDR
HC/LI
COM
MDR
N NAVY BLVD
COAST RD
HC/LI
N NAVY BLVD
N NAVY BLVD
Com
Pub
S OLD CORRY FIELD RD
CHASEVILLE ST
EDGEWATER DR
PELHAM CT
PELHAM RD
TURNER D
MDR
HIGHWAY-98
SSA-2019-02
ZONING MAP
0
250
500
750
Ft
500 Foot Buffer
Subject Parcel Area
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.

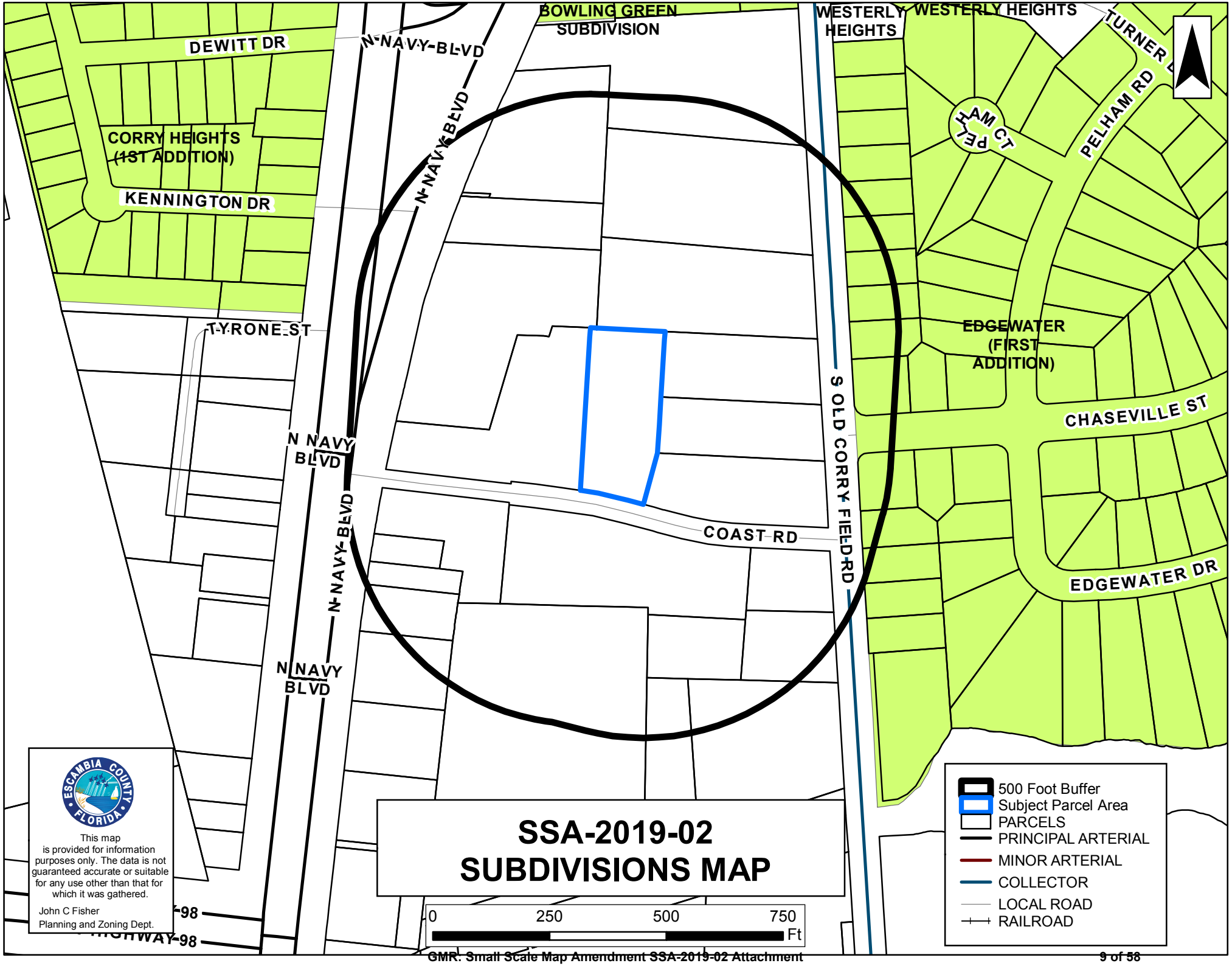

DEWITT DR
N NAVY BLVD
KENNINGTON DR
N NAVY BLVD
MU-S
MU-U
TYRONE ST
C
N NAVY BLVD
S OLD CORRY FIELD RD
CHASEVILLE ST
COAST RD
N NAVY BLVD
EDGEWATER DR
N NAVY BLVD
C
P
PELHAM CT
PELHAM RD
TURNER D
SSA-2019-02
FLU MAP
0
250
500
750
Ft
500 Foot Buffer
Subject Parcel Area
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.


DEWITT DR
N NAVY BLVD
KENNINGTON DR
N NAVY BLVD
MU-S
MU-U
TYRONE ST
MU-U
N NAVY BLVD
S OLD CORRY FIELD RD
CHASEVILLE ST
COAST RD
N NAVY BLVD
N NAVY BLVD
EDGEWATER DR
PELHAM CT
PELHAM RD
TURNER
C
P
SSA-2019-02
PROPOSED FLU MAP
0 250 500 750
Ft
500 Foot Buffer
Subject Parcel Area
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.


DEWITT DR
N NAVY BLVD
KENNINGTON DR
TYRONE ST
N NAVY BLVD
N NAVY BLVD
N NAVY BLVD
STORAGE
VACANT
CEMENTARY
OFFICE
HOTEL
HOTEL
OFFICE
OFFICE
RESTAURANT
AUTO REPAIR
RESTAURANT
STORE
STORE
BAR
CHURCH
STORE
WASTLAND
WHAREHOUSE
O'REILLY
ECUA
ECUA
ECUA
S OLD CORRY FIELD RD
COAST RD
CHASEVILLE ST
EDGEWATER DR
PELHAM RD
PELHAM CT
TURNER D
SF
SF
SF
SF
SF
SF
SF
SF
SF
SF
SF
SSA-2019-02
ELU MAP
0
250
500
750
Ft
500 Foot Buffer
Subject Parcel Area
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.

KENNINGTON DR
N NAVY BLVD
TYRONE ST
N NAVY BLVD
N NAVY BLVD
N NAVY BLVD
S OLD CORRY FIELD RD
CHASEVILLE ST
COAST RD
SSA-2019-02
AERIAL MAP
0
160
320
480
Ft
Subject Parcel Area
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.


DEWITT DR
N NAVY BLVD
N NAVY BLVD
KENNINGTON DR
TYRONE ST
N NAVY BLVD
N NAVY BLVD
N NAVY BLVD
WARRINGTON
S OLD CORRY FIELD RD
COAST RD
CHASEVILLE ST
EDGEWATER DR
PELHAM CT
PELHAM RD
TURNER
HIGHWAY 98
HIGHWAY 98
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.
John C Fisher
Planning and Zoning Dept.
SSA-2019-02
CRA WARRINGTON MAP
0
250
500
750
Ft
500 Foot Buffer
Subject Parcel Area
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD


BOWLING GREEN SUBDIVISION
WESTERLY HEIGHTS
WESTERLY HEIGHTS
TURNER D
DEWITT DR
N NAVY BLVD
CORRY HEIGHTS (1ST ADDITION)
KENNINGTON DR
N NAVY BLVD
PELHAM CT
PELHAM RD
EDGEWATER (FIRST ADDITION)
T-YRONE ST
S OLD CORRY FIELD RD
CHASEVILLE ST
N NAVY BLVD
COAST RD
N NAVY BLVD
EDGEWATER DR
N NAVY BLVD
SSA-2019-02
SUBDIVISIONS MAP
0
250
500
750
Ft
500 Foot Buffer
Subject Parcel Area
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.

**Public Hearing Sign on Site**

# Looking North Into Site From North Side of Coast Road

# Looking Northwest to Site Across Coast Road

# Looking North to Site Across Coast Road

# Looking East Along Coast Road Toward Old Corry Field Road

# Looking Southwest From Site Across Coast Road

# Looking West Along Coast Road Toward Navy Blvd

# Looking West Along Coast Road Toward Navy Blvd

**Coast 50 LLC**
**Landry Leidner**
**Beau Bryant**
**1249 S Old Corry Field Rd.**
**Pensacola, FL 32507**

July 10, 2019

Board Members,

I, Landry Leidner and my partner Beau Bryant are requesting a Future Land Use Change in order to build a multifamily project. As builders, we understand the challenge to build affordable housing. We feel new, efficient rental units can help with the lack of affordable housing. With the expansion of Corry Station and NAS, we feel the subject area is in need of rental housing.

Sincerely,

Landry Leidner, Manager

Beau Bryant, Manager

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of July, 2019, by Landry Leidner, as Manager of Coast 50, LLC, and Beau Bryant, as Manager of Coast 50, LLC, who did (did not) take an oath. They are (X) personally known to me, ( ) produced current Florida/Other Driver's License, and/or ( ) produced current _____
as identification.

Christine Folmar 7/10/19 Christine Folmar

Signature Of Notary Public Date Printed Name of Notary

My Commission Expires 9/5/2020 Commission No. GG026575
(Notary Seal Must be Affixed)

CHRISTINE FOLMAR
MY COMMISSION #GG026575
EXPIRES: SEP 05, 2020
Bonded through 1st State Insurance

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

## FUTURE LAND USE MAP AMENDMENT APPLICATION

SSA-2019-02

**(THIS SECTION FOR OFFICE USE ONLY):**

**TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT** ✓
**LARGE SCALE FLU AMENDMENT** _____

**Current FLU:** Com **Desired FLU:** MU-U **Zoning:** _____ **Taken by:** Lindsay

**Planning Board Public Hearing, date(s):** 9-3-19

**BCC Public Hearing, proposed date(s):** 10-3-19

**Fees Paid** 2,122.50 **Receipt #** _____ **Date:** 7/17/19

**OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL**

Name: ~~COAST~~ 50 LLC / Landry Kridel & Brad Bryant

Address: 1249 old Corry Field Rd

City: Pensacola State: fl Zip Code: 32507

Telephone: (850) 450.4656

Email: christy@bluewatersignaturehomes.com

**DESCRIPTION OF PROPERTY:**

Street address: 50 Coast RD. Pensacola FL. 32507

Subdivision:

Property reference number: Section 52 Township 2S Range 30W

Parcel _____ Lot _____ Block _____

Size of Property (acres) 1.29 AC

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

## AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

**By my signature, I hereby certify that:**

1) I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and

4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and

5) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

LL — LANDRY LEIDNER — 6-27-2019
Signature (Property Owner) — Printed Name — Date

LL — Landry Leidner — 6-27-2019
Signature (Agent's Name (or owner if representing oneself)) — Printed Name — Date

Address: 1249 Old Corry Field Rd

City: Pensacola State: FL Zip: 32507

Telephone (850) 554 - 8524 Fax # ( ) ____ - ____

Email: leidnerbuilders@yahoo.com

STATE OF Florida
COUNTY OF Escambia

The forgoing instrument was acknowledged before me this 27th day of June, year of 2019 by, Landry Leidner who ( ) did (X) did not take an oath. He/she is (X) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current ____ as identification.

Christine Folmar 6/27/19 — Christine Folmar
Signature of Notary Public — Date — Printed Name of Notary
My Commission Expires 9/5/2020 Commission No. GG026575
(Notary seal must be affixed)

CHRISTINE FOLMAR
MY COMMISSION #GG026575
EXPIRES: SEP 05, 2020
Bonded through 1st State Insurance

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

**FUTURE LAND USE MAP AMENDMENT APPLICATION**
**CONCURRENCY DETERMINATION ACKNOWLEDGMENT**

Project name: COAST 50 APARTMENTS

Property reference #: Section_____Township_____Range

Parcel # 522530250101200 2

Project Address: 50 COAST Rd PENSACOLA FL 32507

I/We acknowledge and agree that no future development permit (other than a rezoning/reclassification) shall be approved for the subject parcel(s) prior to the issuance of a certificate of concurrency for such proposed development based on the densities and intensities contained within such future development permit application.

I/We also acknowledge and agree that no development permit or order (other than a rezoning /reclassification) will be issued at that time unless at least one of the concurrency management system standards is met as contained in the Escambia County Code of Ordinances, Part II, Section 6.04, namely:

(1) The necessary facilities and services are in place at the time a development permit is issued; or

(2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or

(3) The necessary facilities are under construction at the time a permit is issued; or

(4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision or construction of the facility or service must commence within one (1) year of the Development Order or Permit; or

(5) The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.

(6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

**I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS _____DAY OF _____, 20_____**

LL CANDRY LEIDNER

**Owner's signature** **Owner's name (print)**

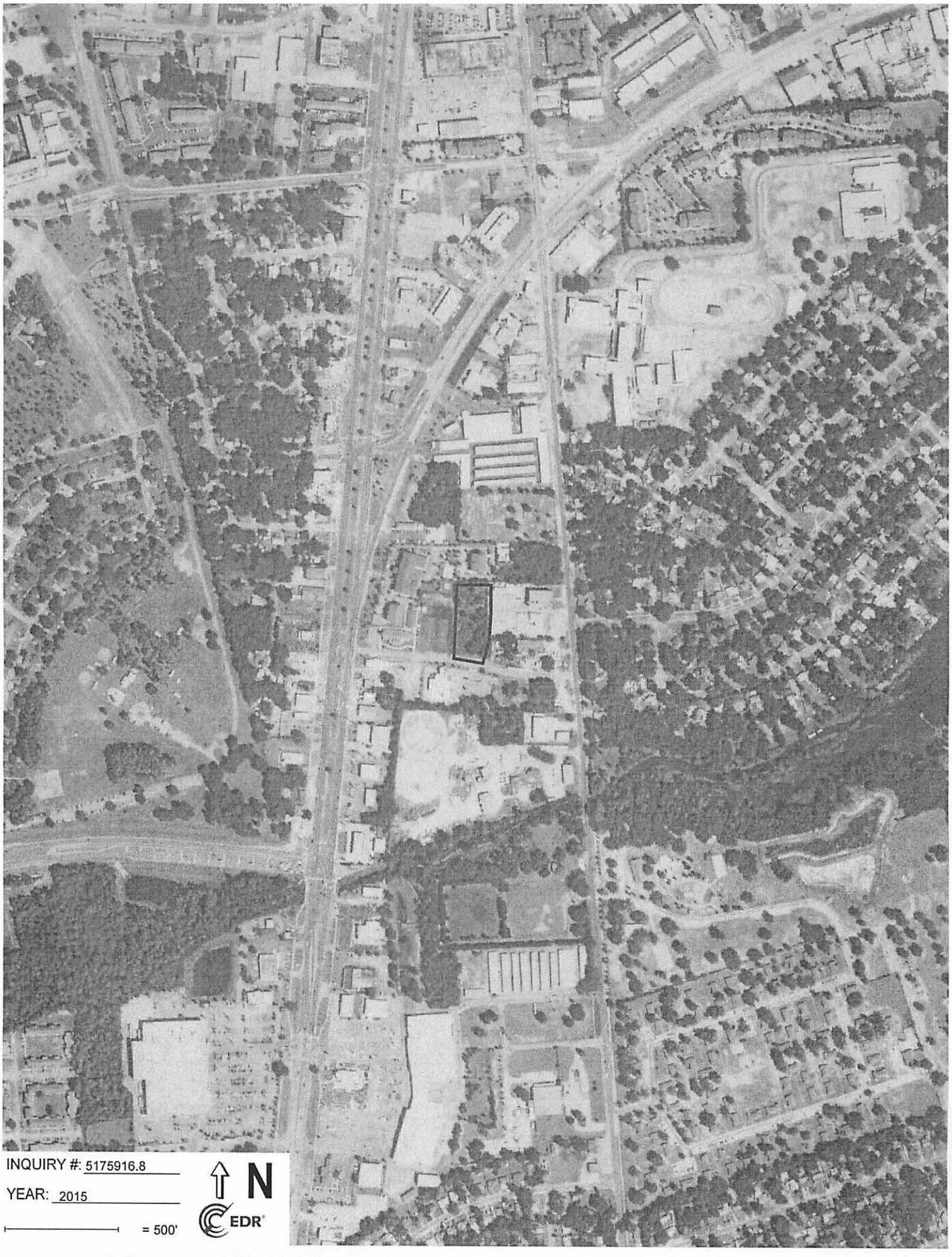
**Agent's signature** **Agent's name (print)**

# PHYSICAL SETTING SOURCE MAP - 5175916.2s

- County Boundary
- Major Roads
- Contour Lines
- Earthquake epicenter, Richter 5 or greater
- Water Wells
- Public Water Supply Wells
- Cluster of Multiple Icons
- Groundwater Flow Direction
- Indeterminate Groundwater Flow at Location
- Groundwater Flow Varies at Location
- Closest Hydrogeological Data
- Oil, gas or related wells
- Sink holes

| | |
|---|---|
| SITE NAME: Commercial Vacant Land<br>ADDRESS: 50 Coast Road<br>Pensacola FL 32507<br>LAT/LONG: 30.401347 / 87.275411 | CLIENT: PSI, Inc.<br>CONTACT: Ryan Parson<br>INQUIRY #: 5175916.2s<br>DATE: February 02, 2018 10:47 am |

Copyright © 2018 EDR, Inc. © 2015 TomTom Rel. 2015.


INQUIRY #: 5175916.8
YEAR: 2015
= 500'
N
EDR

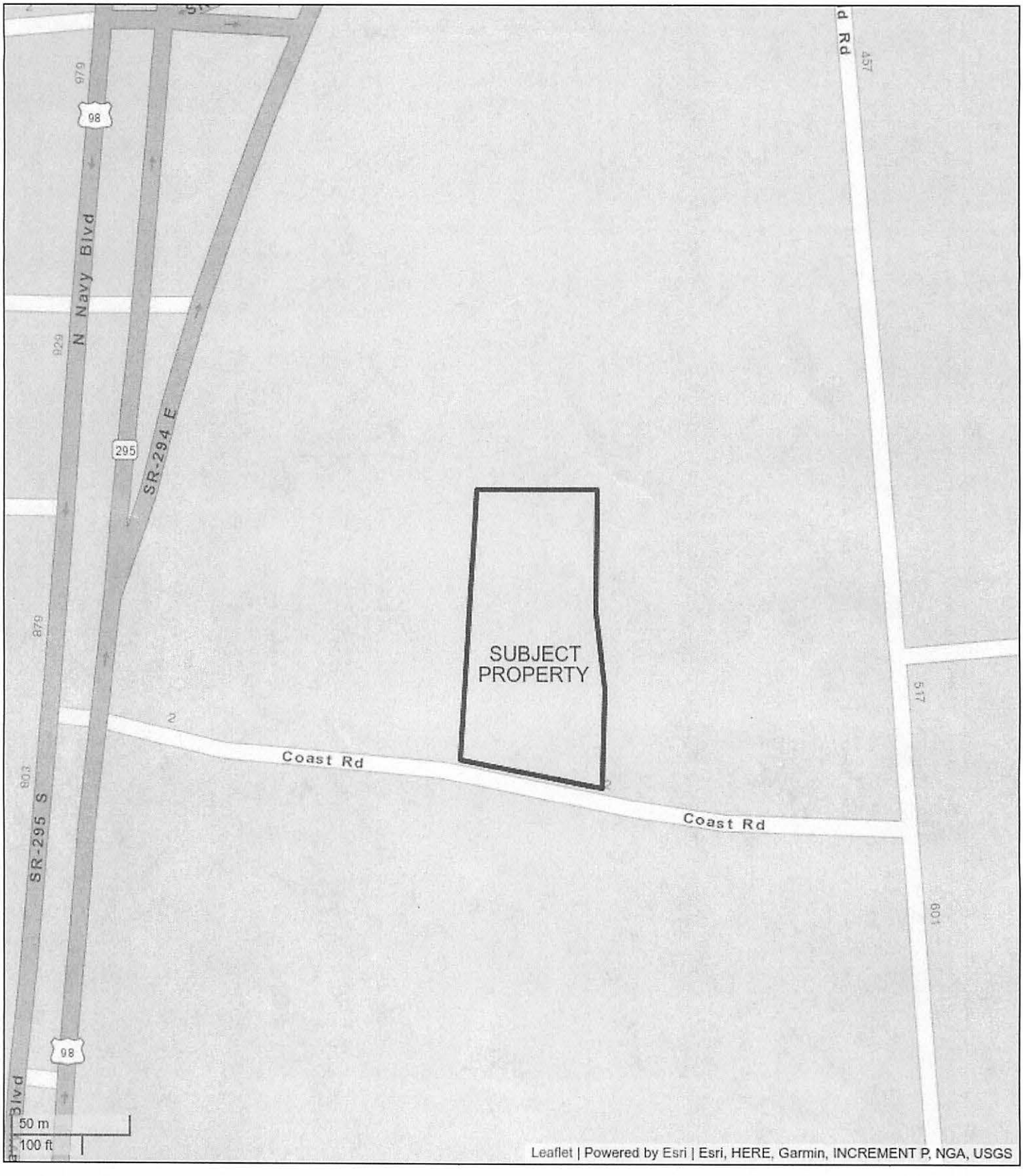
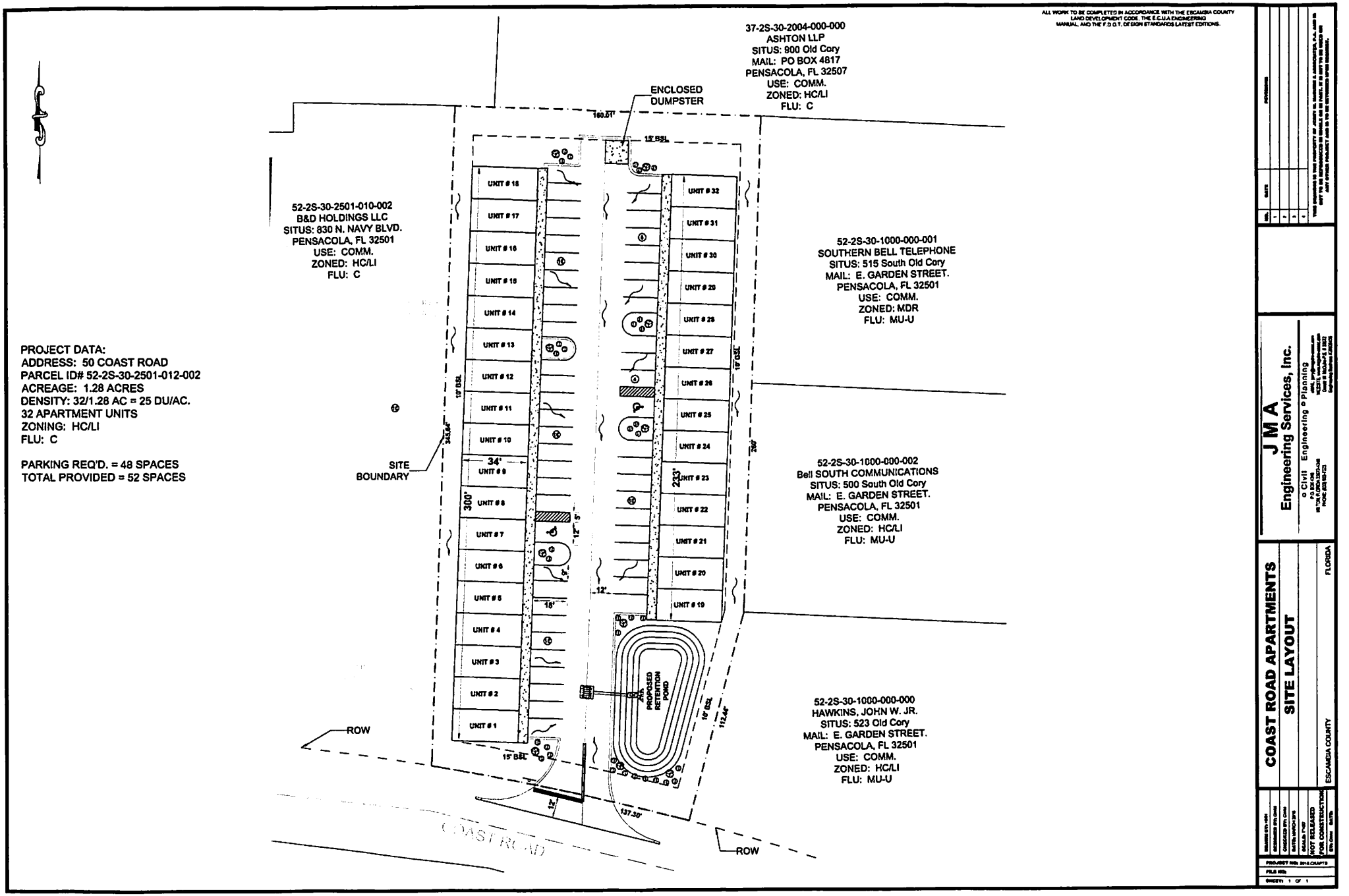


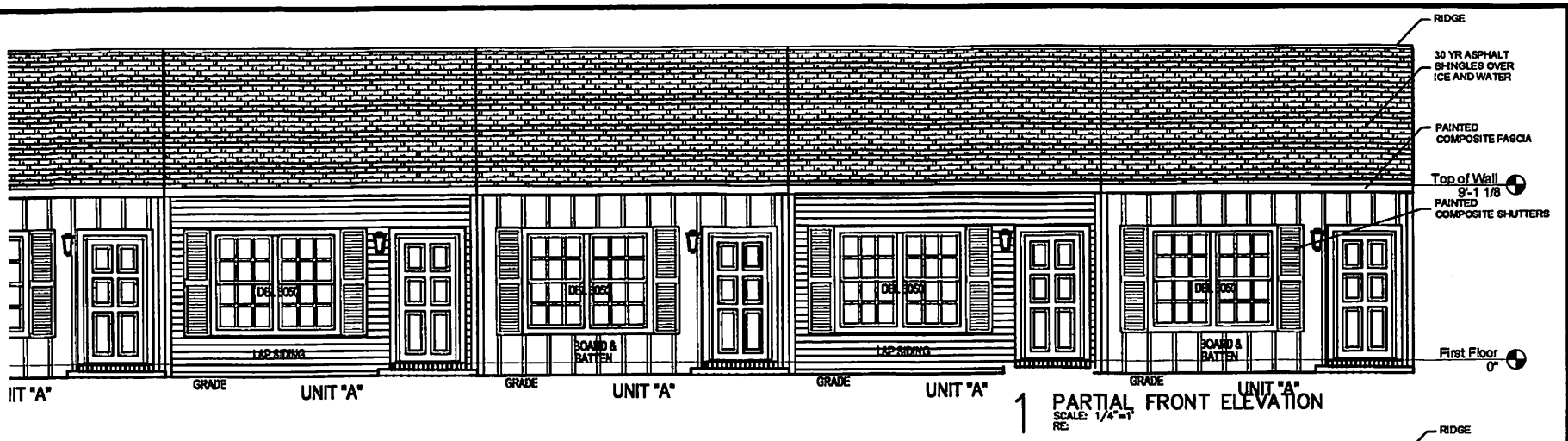

**Figure 3 - Street Map**

Commercial Vacant Land

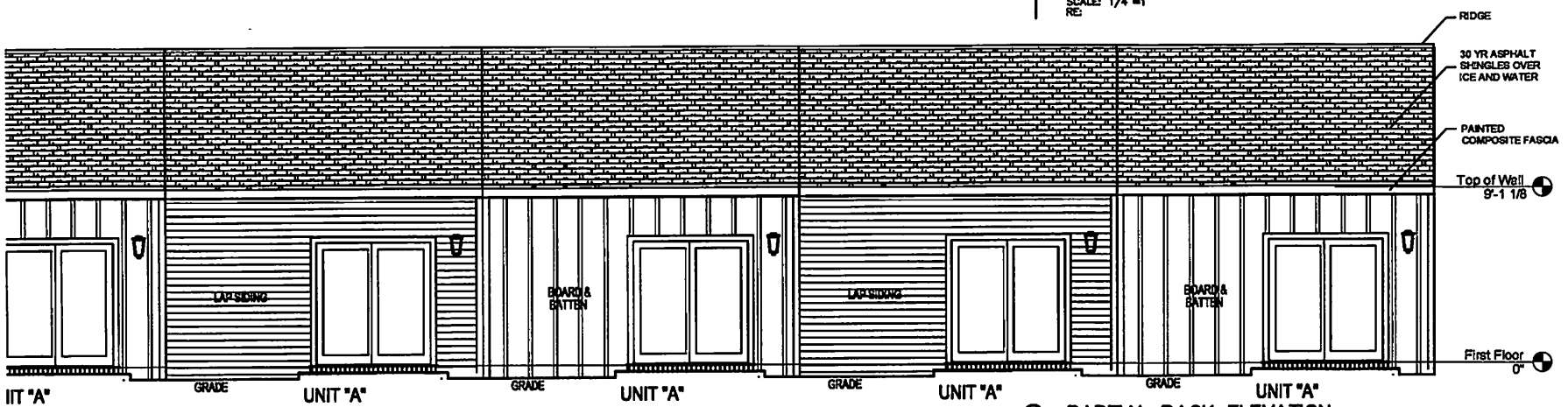
50 Coast Road

Pensacola, Escambia County, Florida

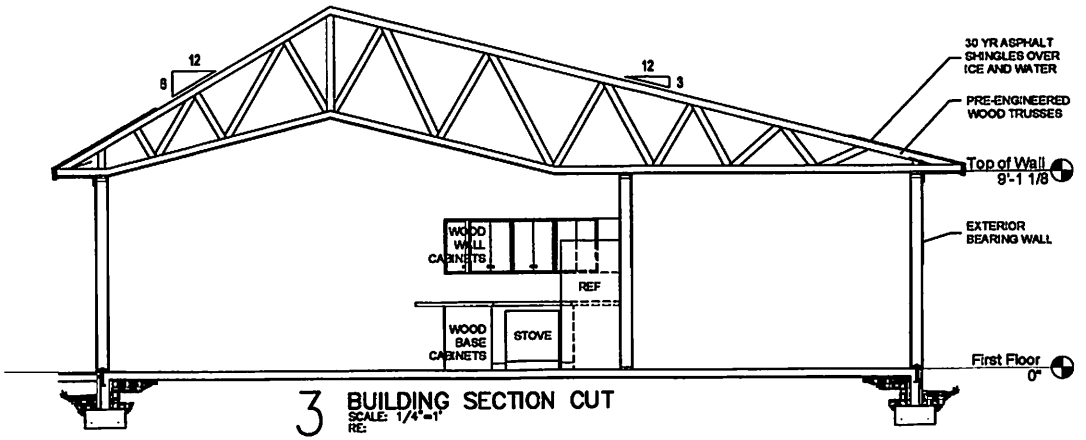

ALL WORK TO BE COMPLETED IN ACCORDANCE WITH THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE, THE E.C.U.A ENGINEERING MANUAL, AND THE F.D.O.T. DESIGN STANDARDS LATEST EDITIONS.
37-2S-30-2004-000-000
ASHTON LLP
SITUS: 900 Old Cory
MAIL: PO BOX 4817
PENSACOLA, FL 32507
USE: COMM.
ZONED: HC/LI
FLU: C
ENCLOSED DUMPSTER
52-2S-30-2501-010-002
B&D HOLDINGS LLC
SITUS: 830 N. NAVY BLVD.
PENSACOLA, FL 32501
USE: COMM.
ZONED: HC/LI
FLU: C
52-2S-30-1000-000-001
SOUTHERN BELL TELEPHONE
SITUS: 515 South Old Cory
MAIL: E. GARDEN STREET.
PENSACOLA, FL 32501
USE: COMM.
ZONED: MDR
FLU: MU-U
PROJECT DATA:
ADDRESS: 50 COAST ROAD
PARCEL ID# 52-2S-30-2501-012-002
ACREAGE: 1.28 ACRES
DENSITY: 32/1.28 AC = 25 DU/AC.
32 APARTMENT UNITS
ZONING: HC/LI
FLU: C
PARKING REQ'D. = 48 SPACES
TOTAL PROVIDED = 52 SPACES
SITE BOUNDARY
52-2S-30-1000-000-002
Bell SOUTH COMMUNICATIONS
SITUS: 500 South Old Cory
MAIL: E. GARDEN STREET.
PENSACOLA, FL 32501
USE: COMM.
ZONED: HC/LI
FLU: MU-U
52-2S-30-1000-000-000
HAWKINS, JOHN W. JR.
SITUS: 523 Old Cory
MAIL: E. GARDEN STREET.
PENSACOLA, FL 32501
USE: COMM.
ZONED: HC/LI
FLU: MU-U
PROPOSED RETENTION POND
ROW
COAST ROAD
JMA
Engineering Services, Inc.
Civil Engineering Planning
COAST ROAD APARTMENTS
SITE LAYOUT
ESCAMBIA COUNTY
FLORIDA
NOT RELEASED FOR CONSTRUCTION




1 PARTIAL FRONT ELEVATION
SCALE: 1/4"=1'
RE:




2 PARTIAL BACK ELEVATION
SCALE: 1/4"=1'
RE:




3 BUILDING SECTION CUT
SCALE: 1/4"=1'
RE:

GENERAL NOTES

A ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE LOCAL BUILDING CODE, FIRE DEPARTMENT REGULATIONS, UTILITY COMPANY REQUIREMENTS, AND THE BEST TRADE PRACTICES.

B THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL CONDITIONS AND MATERIALS WITHIN THE PROPOSED CONSTRUCTION AREA. THE CONTRACTOR SHALL DESIGN AND INSTALL ADEQUATE SHORING AND BRACING FOR ALL STRUCTURAL OR REMOVAL TASKS. THE CONTRACTOR SHALL HAVE SOLE RESPONSIBILITY FOR ANY DAMAGE OR INJURIES CAUSED BY OR DURING THE EXECUTION OF THE WORK.

C THE CONTRACTOR SHALL COORDINATE ALL WORK PROCEDURES WITH REQUIREMENTS OF LOCAL AUTHORITIES.

D THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS IN THE FIELD PRIOR TO COMMENCING WORK, AND SHALL REPORT ANY DISCREPANCIES BETWEEN DRAWINGS, DIMENSIONS, AND FIELD CONDITIONS TO THE DESIGNER AND THE OWNER.

E THE CONTRACTOR IS TO SECURE AND PAY FOR ALL NECESSARY FEES AND PERMITS FOR CONSTRUCTION, ELECTRICAL AND PLUMBING INSPECTIONS, ETC.

F ALL DIMENSIONS ARE GIVEN TO ROUGH FRAMING AND / OR MASONRY UNLESS NOTED.

G CONTRACTOR SHALL BE RESPONSIBLE FOR IMMEDIATE CLEANING AND REMOVAL OF ALL DEBRIS UNTIL THE PREMISES ARE ACCEPTED IN A CLEAN, HABITABLE CONDITION BY THE OWNER.

DRAFTING BY:
DMG
DESIGN MANAGEMENT GROUP
5765 MARGARET ST.
MILTON, FLORIDA 32570
PHONE: (850)-983-2500
CELL: (850)-916-9041
RESIDENTIAL DESIGN PLANNING PROJECT MANAGEMENT

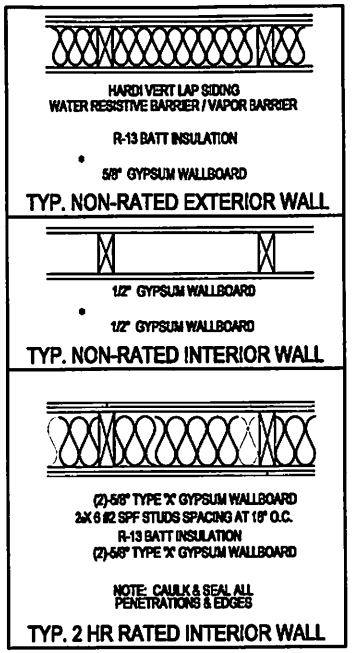
ENGINEERING BY:
GARY S. BISHOP, P.E.
4690 HIGHWAY 90, BOX #156 PACE, FL 32571
PHONE: (850) 994-9061 FAX: (866) 631-9483
E-MAIL: grybishop@yahoo.com

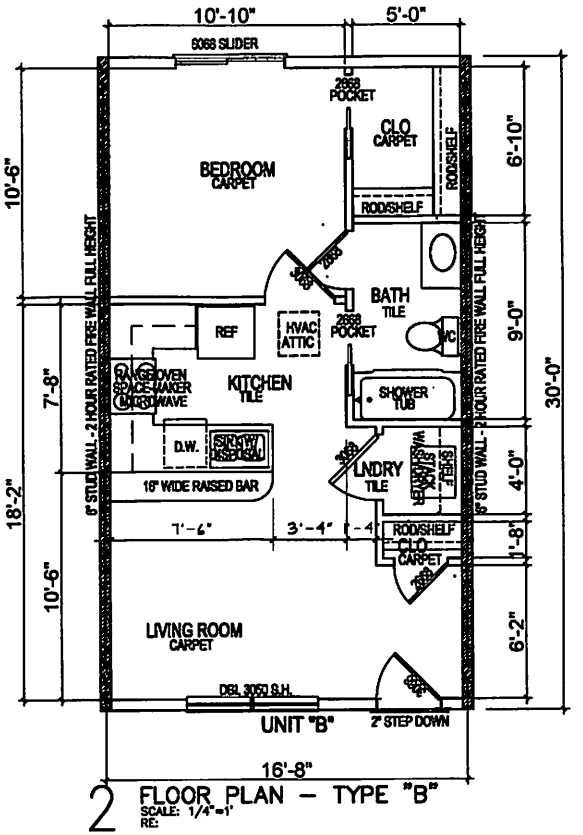
PROPOSED RESIDENCE for BLUEWATER HOMES
OLDE BARRANCAS TOWNHOMES
PENSACOLA, FLORIDA
ESCAMBIA COUNTY

| NO. | DATE | REVISIONS |
|---|---|---|
| 1 | | |
| 2 | | |

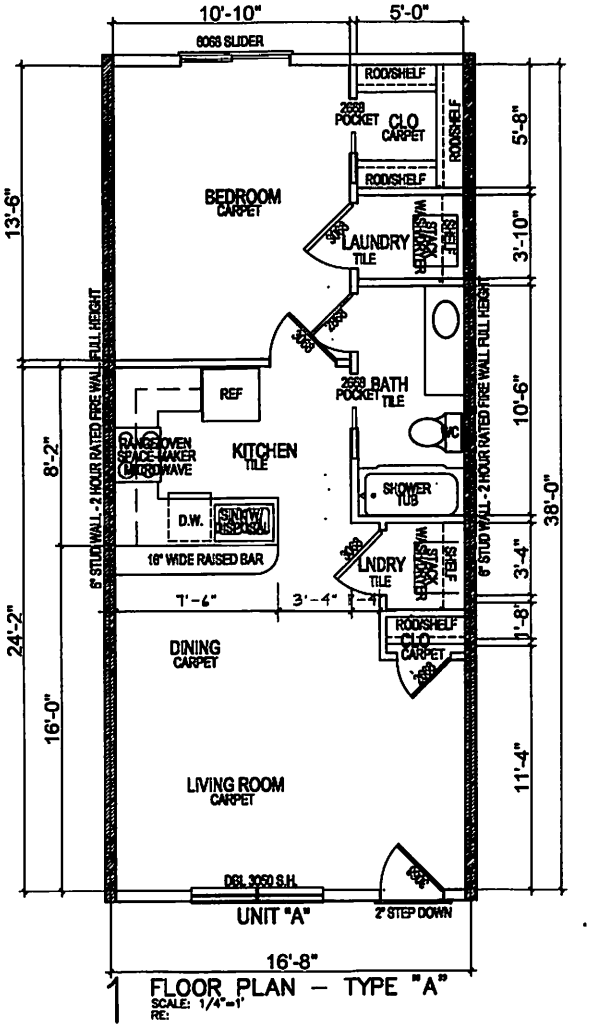
THIS DRAWING IS THE PROPERTY OF GARY BISHOP ENGINEERING, AND IS NOT TO BE REPRODUCED IN WHOLE OR PART. IT IS NOT TO BE USED ON ANY OTHER PROJECT AND IS TO BE RETURNED UPON REQUEST.

JOB NO. 19-005
DATE JANUARY 8, 2019
ELEVATIONS/DATA
SHEET A1




2 FLOOR PLAN – TYPE "B"
SCALE: 1/4"=1'
RE:




1 FLOOR PLAN – TYPE "A"
SCALE: 1/4"=1'
RE:

DRAFTING BY:
DMG
DESIGN MANAGEMENT GROUP
6763 MARGARET ST.
MILTON, FLORIDA 32570
PHONE: (850)-983-2600
CELL: (850)-818-6041
RESIDENTIAL DESIGN PLANNING PROJECT MANAGEMENT

ENGINEERING BY:
GARY S. BISHOP, P.E.
4690 HIGHWAY 90, BOX #156 PACE, FL 32571
PHONE: (850) 994-9061 FAX: (866) 631-9483
E-MAIL: grybishop@yahoo.com

PROPOSED RESIDENCE for BLUEWATER HOMES
OLDE BARRANCAS TOWNHOMES
PENSACOLA, FLORIDA
ESCAMBIA COUNTY

| NO. | DATE | REVISIONS |
|---|---|---|
| 1 | | |
| 2 | | |

THIS DRAWING IS THE PROPERTY OF GARY BISHOP ENGINEERING, AND IS NOT TO BE REPRODUCED IN WHOLE OR PART. IT IS NOT TO BE USED ON ANY OTHER PROJECT AND IS TO BE RETURNED UPON REQUEST.

JOB NO.
19-005
DATE
JANUARY 8, 2019
FLOOR PLANS
TYPE "A" - "B"
SHEET
A2

# Coast Road Apartments / 52-2s-30-2501-012-00

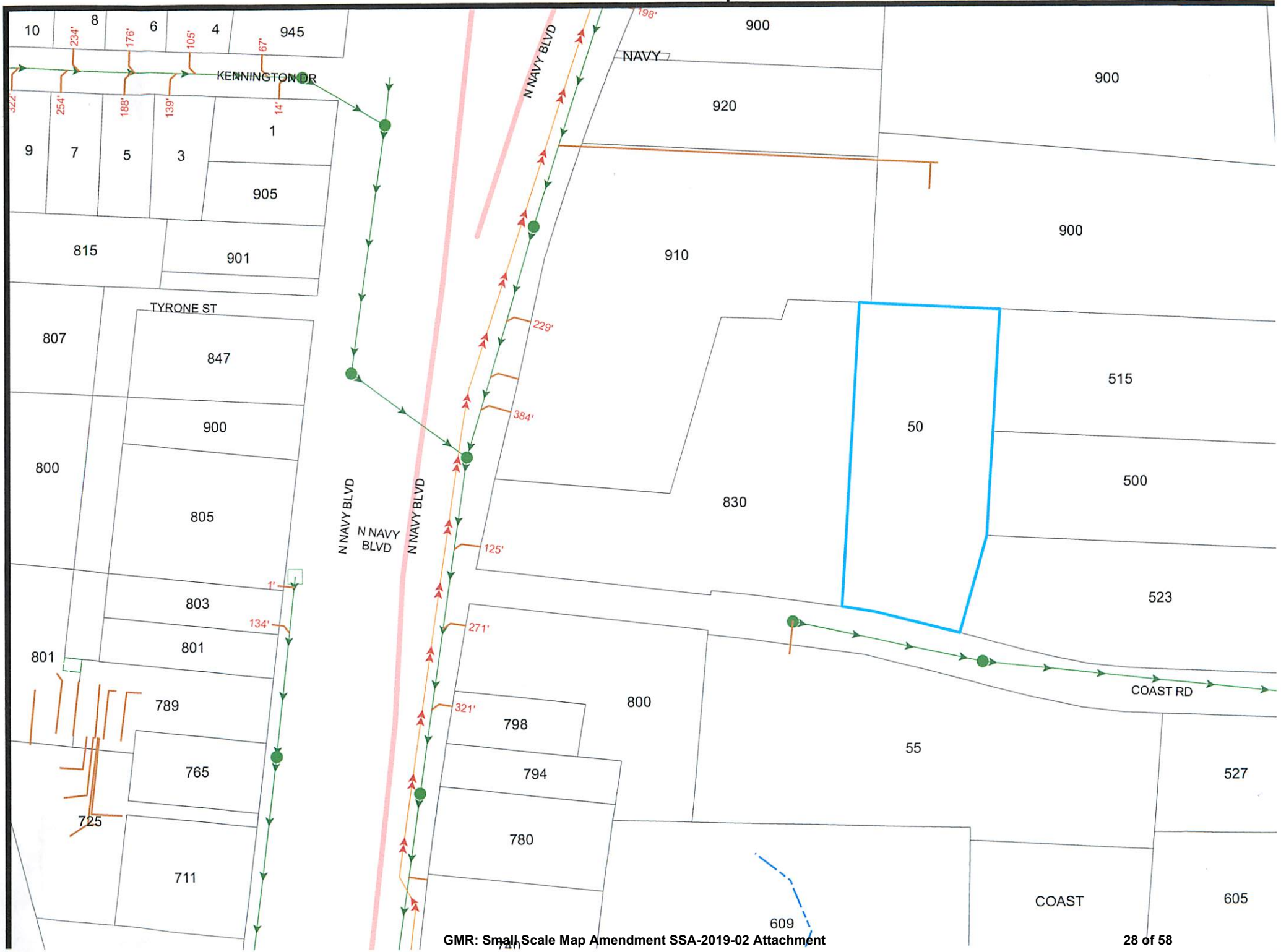


**Figure 1 - 2012 Aerial Map**

Commercial Vacant Land

50 Coast Road

Pensacola, Escambia County, Florida

This report includes information from the following map sheet(s).

0 Miles 0.25 0.5 1 1.5

NW N NE
W E
SW S SE

TP, West Pensacola, 1944, 7.5-minute

SITE NAME: Commercial Vacant Land
ADDRESS: 50 Coast Road
Pensacola, FL 32507
CLIENT: PSI, Inc.

N

Chris Jones - Escambia County Property Appraiser

**Account:** 083423300
**Refno:** 522S302501012002
**OName1:** COAST 50 LLC
**MailingAddr:** 1249 OLD CORRY FIELD RD+PENSACOLA, FL 32507
**Situs:** 50 COAST RD
**LastSale:** 3/29/2018
**LastSalePr:** 70000
**DORCd:** VACANT COMMERCIAL
**acreage:** 1.2900
**BldCnt:** 0
**TotHeatArea:** 0
**SecMapId:** CA181
**ComplexType:**
**ComplexDscr:**
**Zoned:** HC/LI
**MLSNbr:**
**TaxAuth:** COUNTY MSTU
**PicCnt:** 0
**Schools:** WARRINGTON|WARRINGTON|PENSACOLA

Printed: 7/14/2019 6:

# Chris Jones
# Escambia County Property Appraiser



**General Information**

| | |
|---|---|
| **Reference:** | 522S302501012002 |
| **Account:** | 083423300 |
| **Owners:** | COAST 50 LLC |
| **Mail:** | 1249 OLD CORRY FIELD RD PENSACOLA, FL 32507 |
| **Situs:** | 50 COAST RD 32507 |
| **Use Code:** | VACANT COMMERCIAL |
| **Taxing Authority:** | COUNTY MSTU |
| **Tax Inquiry:** | Open Tax Inquiry Window |

Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector

**Assessments**

| Year | Land | Imprv | Total | Cap Val |
|---|---|---|---|---|
| 2018 | $68,628 | $0 | $68,628 | $68,628 |
| 2017 | $68,628 | $0 | $68,628 | $68,628 |
| 2016 | $68,628 | $0 | $68,628 | $68,628 |

**Disclaimer**

**Tax Estimator**

**› File for New Homestead Exemption Online**

**Sales Data**

| Sale Date | Book | Page | Value | Type | Official Records (New Window) |
|---|---|---|---|---|---|
| 03/29/2018 | 7879 | 807 | $70,000 | WD | View Instr |
| 01/2005 | 5558 | 1535 | $85,000 | WD | View Instr |
| 09/2000 | 4612 | 1513 | $157,600 | WD | View Instr |

Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller

**2018 Certified Roll Exemptions**

None

**Legal Description**

BEG AT PT ON N LI OF SEC WHERE SD LI INTER E R/W LI OF ADMIRAL MURRAY BLVD (NAVY BLVD) S 88 DEG 52 MIN 36 SEC...

**Extra Features**

None

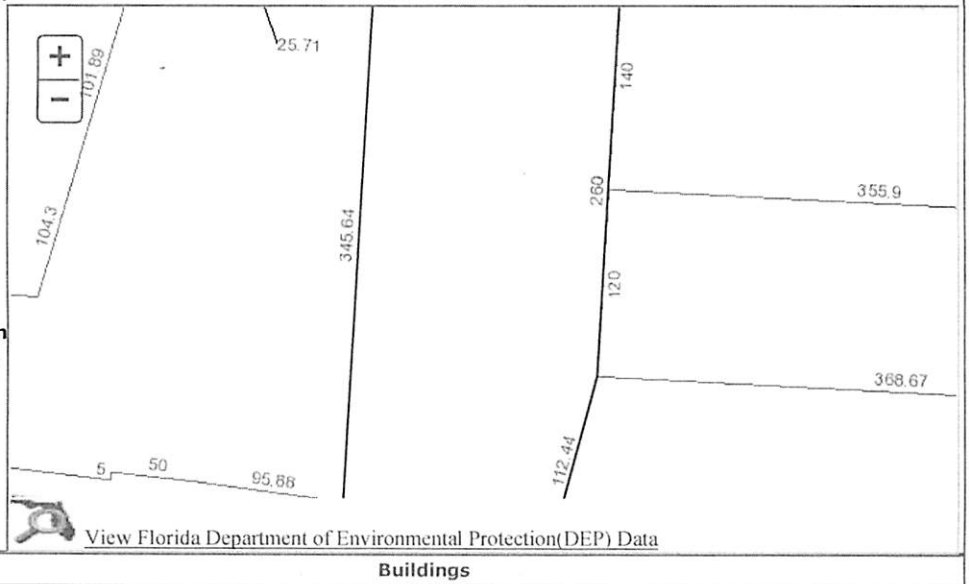
**Parcel Information** — Launch Interactive Map

**Section Map Id:** CA181

**Approx. Acreage:** 1.2900

**Zoned:** HC/LI

**Evacuation & Flood Information** Open Report




View Florida Department of Environmental Protection(DEP) Data

**Buildings**

Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:07/14/2019 (tc.3211)

Data and Analysis

50 Coast Rd
Pensacola, Fl 32507

**UTILITY SERVICE:**

Availability of water, sewer, and sanitation services are attached.

**STORM WATER MANAGEMENT:**

Detailed site plan will specify storm water management process and analysis. Preliminary site plan/elevations attached.

**TRAFFIC:**

The parcel is set back 300 ft from Navy Blvd. (17) 2 Bedroom Units and (17) 1 Bedroom Units should have minimal impact on traffic patterns. Further input has been requested and if obtained will accompany application prior to the Sept. 3 board meeting.

**RECREATION AND OPEN SPACES:**

The site will contain recreational "green space" areas for the tenants to enjoy and may include some of the following: Pavilion, Volleyball Area, Dog Walk Area, Etc. A rear yard is also planned for each individual unit.

**SCHOOLS:**

The development of (17) 2 Bedroom Units and (17) 1 Bedroom Units is thought to have minimal impact to the school system but further analysis will be provided by the ECSD to accompany application prior to the Sept. 3 board meeting.

Historical impact analysis is applied for.

EMERALD COAST UTILITIES AUTHORITY

P.O. Box 17089 • 9255 Sturdevant Street
Pensacola, Florida 32522-7089
ph: 850 476-5110 • fax: 850 969-3308

July 15, 2019

JMA Engineering Services, Inc.
Attn: Jerry McGuire
2726 Wallace Lake Road
Pace, Florida 32571

RE: Coast Road Apartments
Coast Road between Navy Boulevard & Old Corry
Pensacola, Florida 32507
Letter of Capacity Reservation – Sewer Only

Dear Mr. McGuire:

In response to your inquiry concerning the availability of sewer service for the above-referenced project, ECUA anticipates no problems in sewerage treatment plant capacity. Our review indicates this project will not degrade ECUA's sewer systems to a degree which would cause these systems to fail to meet the adopted levels of service as defined and the Escambia County Comprehensive Plan.

For the purpose of concurrency review, ECUA will guarantee the availability of sewer system capacity up to the requested demand and flow for a period not to exceed one (1) year from the date of this letter. The administration of the Concurrency Review Process is the sole responsibility of Escambia County. This letter is provided to assist in that process.

The connection of the proposed project to ECUA's systems is the responsibility of the developer. Extensions of the ECUA sewerage collection systems to serve this project must be designed, approved and constructed in accordance with ECUA's policies, procedures, and all applicable permitting requirements.

Sincerely,

Stacy N. Hayden, PE
Director of Engineering/ECUA

SNH/cwb
cc: Project File

\\ECUA-DATA\Engineering$\System Extension Projects\Letters of Capacity Reservation\2019\Coast Road Apartments\Coast Road Apartments (Letter of Capacity Reservation).docx

Vicki Campbell, District One | Lois Benson, District Two | Elvin McCorvey, District Three | Dale Perkins, District Four | Larry Walker, District Five

## Capacity Reservation Form

Date 7-10-2019 Service Requested: Water ____ Sewer X

Name of Project Coast Road Apartments – Coast Road between Navy Boulevard & Old Corry Area(Acres) 1.28

**PROJECT ADDRESS – *THIS INFORMATION IS REQUIRED TO PROCESS APPLICATION (ATTACH LOCATION MAP)**

Type Development: Residential ____ Commercial XX Industrial ____ Other ____

(Explain) Apartment Complex

Number and/or Size of Units 32-unit apartment complex for rental

Estimated Flow: (Avg Day) Water N/A MGD Sewer 0.009 MGD Fire N/A

How will water and/or sewer be provided if not from ECUA? Peoples Water Service

Special Requirements: None

Owner of Property: (type or print) Bluewater Signature Homes

Address: 503 E. Government Street, Pensacola, FL 32502 Phone: 850-433-0666

Developer: (type or print) Bluewater Signature Homes

Address: 503 E. Government Street, Pensacola, FL 32502 Phone: 850-433-0666

Engineer: (type or print) JMA Engineering Services, Inc. – Jerry McGuire

Address: (type or print) 2726 Wallace Lake Road, Pace, FL 32571 Phone: 850-995-7323

email: jerry@mcguire-assoc.com

Submitted By: (type or print) Jerry McGuire Title: President

Signature of Submitter Jerry W. McGuire Title: ____

**FOR ECUA USE:** **MAP PAGE:** USG

Nearest Water Line of Adequate Size: NONE. WATER SERVICE PROVIDED BY PEOPLES WATER.

Size: N/A Pressure: N/A

Nearest Sewer Line of Adequate Size: COAST ROAD

Size: 8" 1st L/S: #188 2nd L/S: PIPELINE Plant: CWRF

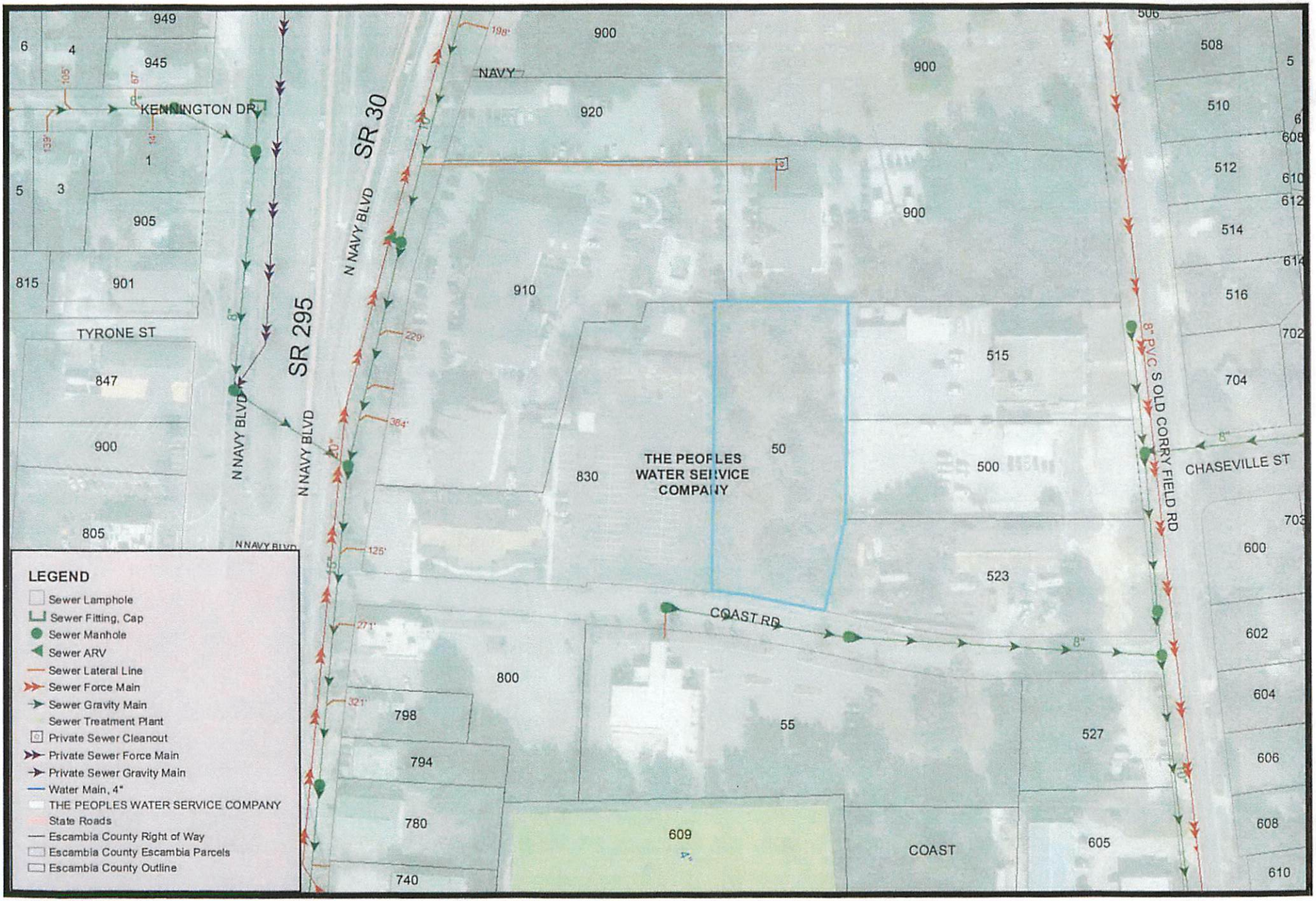
**ECUA Sanitation?** YES

**Prepared By** Cathy Bush **Date** 7/15/2019 **Reviewed By** ____

NOTE: THIS PROJECT WAS APPROVED IN FEB. 2009 (SSC #2009-507). ES. CTY. DRC IS REQUIRING A FUTURE LAND USE CHANGE WHICH NECESSITATES THIS FORM.

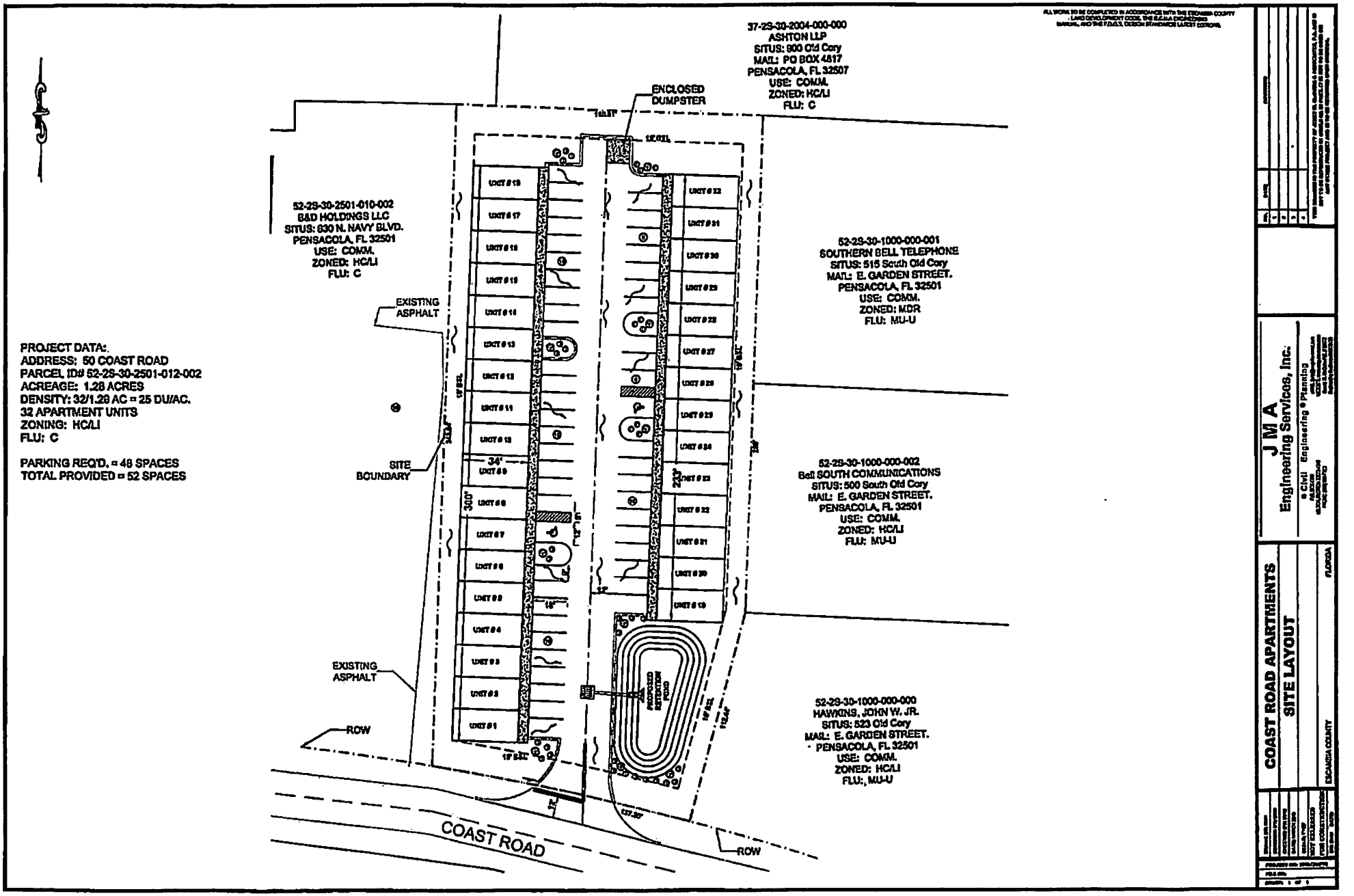
12/18/14

# 50 Coast Rd




1 inch = 150 feet
Date: 7/15/2019

DISCLAIMER: The Emerald Coast Utilities Authority maps/data are informational records of the approximate location of ECUA Water and/or Sewer Facilities. No representation is made as to its accuracy, and ECUA disclaims any and all liability with respect to any information shown; which may or may not include water and sewer facilities not owned by ECUA. ECUA provides this service for information purposes only and it is not to be used for development of construction plans or any type of engineering services based on information depicted herein. These maps/data are not guaranteed accurate or suitable for any use other than that for which they were gathered. Any use of this information by any other organization for any other purpose and any conclusions drawn from the use of this data is strictly the responsibility of the user.


37-2S-30-2004-000-000
ASHTON LLP
SITUS: 900 Old Cory
MAIL: PO BOX 4817
PENSACOLA, FL 32507
USE: COMM.
ZONED: HC/LI
FLU: C
ENCLOSED DUMPSTER
52-2S-30-2501-010-002
B&D HOLDINGS LLC
SITUS: 630 N. NAVY BLVD.
PENSACOLA, FL 32501
USE: COMM.
ZONED: HC/LI
FLU: C
52-2S-30-1000-000-001
SOUTHERN BELL TELEPHONE
SITUS: 515 South Old Cory
MAIL: E. GARDEN STREET.
PENSACOLA, FL 32501
USE: COMM.
ZONED: MDR
FLU: MU-U
EXISTING ASPHALT
SITE BOUNDARY
52-2S-30-1000-000-002
Bell SOUTH COMMUNICATIONS
SITUS: 500 South Old Cory
MAIL: E. GARDEN STREET.
PENSACOLA, FL 32501
USE: COMM.
ZONED: HC/LI
FLU: MU-U
EXISTING ASPHALT
ROW
52-2S-30-1000-000-000
HAWKINS, JOHN W. JR.
SITUS: 523 Old Cory
MAIL: E. GARDEN STREET.
PENSACOLA, FL 32501
USE: COMM.
ZONED: HC/LI
FLU:, MU-U
COAST ROAD
ROW
PROJECT DATA:
ADDRESS: 50 COAST ROAD
PARCEL ID# 52-2S-30-2501-012-002
ACREAGE: 1.28 ACRES
DENSITY: 32/1.28 AC = 25 DU/AC.
32 APARTMENT UNITS
ZONING: HC/LI
FLU: C
PARKING REQ'D. = 48 SPACES
TOTAL PROVIDED = 52 SPACES
JMA
Engineering Services, Inc.
COAST ROAD APARTMENTS
SITE LAYOUT
ESCAMBIA COUNTY
FLORIDA

PEOPLES WATER SERVICE COMPANY OF FLORIDA, INC.
P.O. BOX 4815 • 905 LOWNDE AVENUE PENSACOLA, FLORIDA 32507-0815
(850) 455-8552 FAX (850) 456-1010

July 15, 2019

RE: 50 Coast Road
Pensacola, FL 32507

To Whom it May Concern:

Be informed that the above referenced project is located within Peoples Water Service Company of Florida Inc.'s Public Service Commission certificated service area. This utility has the source, treatment, pumping, and water distribution system capacity to serve potable water to this project.

Water service will be provided under our normal rules and regulations as specified in the Florida Public Service Commission Tariff.

If I can be of further assistance, do not hesitate to contact me.

Sincerely,

Mark Cross
General Manager

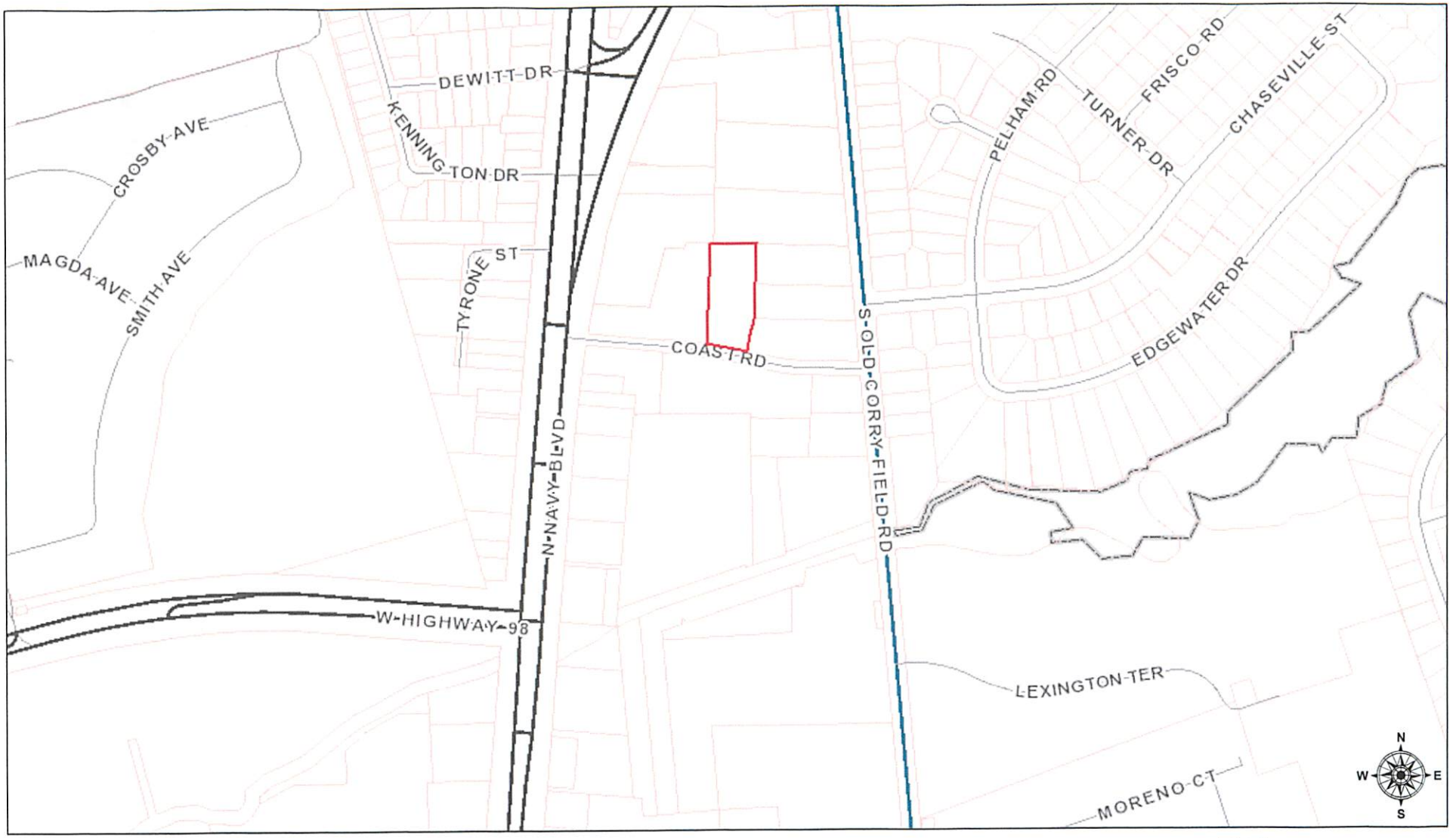
**Peoples Water Service**
**Plant:Water Dept.**
905 Lounde Ave., Pensacola, FL - 32507
Phone (850) 455-8552 Fax



## Hydrant Flow Test History

| Hydrant Number | Flow Seq. | Hydrant Location | Map Section | Main Size | Nozzle Size | Last Flowed | Next Flow | Pressure Init. | Pressure Res. | Pressure Pitot | Flow | Projected Psi | Projected GPM | Test by | Witness |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 124 | 365 | 900 N.Navy Blvd. and COAST RD. | J-14 | 6.00 | 2.50 | 09/25/2018 | 09/22/2028 | 60 | 48 | 42.35 | 1095 | 20.00 | 2094.7 | Jeremy Holcombe | Michael Harringt |
| 230 | 1095 | 55 COAST RD. and MIDDLE OF BLK. | | 12.00 | 2.50 | 09/25/2018 | 09/22/2028 | 60 | 51 | 45.00 | 1128 | 20.00 | 2521.3 | Jeremy Holcombe | Michael Harringt |
| | | | | | 2.50 | 04/02/2019 | 03/30/2029 | 55 | 45 | 44.00 | 1116 | 20.00 | 2192.7 | Dan Middlebrook | |

# COAST RD APTS




March 29, 2019

**polygonLayer** **Streets**

Override 1

PRINCIPAL ARTERIAL

MINOR ARTERIAL

COLLECTOR

LOCAL ROAD

Parcels

County Outline

1:6,441

0 0.05 0.1 0.2 mi

0 0.075 0.15 0.3 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

2019

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018025819 4/4/2018 1:41 PM
OFF REC BK: 7879 PG: 807 Doc Type: WD
Recording $27.00 Deed Stamps $490.00

This Instrument Prepared By:
WILLIAM H. MITCHEM
Beggs & Lane, RLLP
501 Commendencia Street
Pensacola, Florida 32502
(850) 432-2451
File Number: 19691-73350

Parcel ID #: 52-2S-30-2501-012-002

STATE OF FLORIDA
COUNTY OF ESCAMBIA

## SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **Fleet Reservist, Inc., a Florida not-for-profit corporation**, whose address is P.O. Box 3144, Pensacola, Florida 32516 (herein "Grantor"), for and in consideration of the sum of Ten Dollars and other good and valuable considerations, the receipt, adequacy and sufficiency of which is hereby acknowledged, does hereby bargain, sell, remise, confirm, convey and grant unto **Coast 50, LLC, a Florida limited liability company** (herein "Grantee"), whose address is 1249 Old Corry Field Road, Pensacola, Florida 32507, and Grantee's successors and/or assigns, forever, the following described real property located in Escambia County, Florida (the "Property"):

**SEE EXHIBIT A ATTACHD AND INCORPORATED HEREIN**

Subject to zoning ordinances and restrictions and limitations of record and subject to any easements for public utilities of record, and taxes for the year 2018 and subsequent years.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead, in fee simple forever. And Grantor covenants that Grantor has good right, full power, and lawful authority to grant, bargain, sell, and convey the same, and hereby warrants title to said interest in the property and will defend same against the lawful claims of all persons claiming by, through or under the Grantor, but against no others.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 29th day of March, 2018.

Signed, sealed, and delivered
in the presence of:

Print Name: KEN ELLZEY

Print Name:

Fleet Reservist, Inc., a Florida not-for-profit corporation

By: James P. Richmond
James P. Richmond, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of March, 2018, by James P. Richmond, as President of Fleet Reservist, Inc., a Florida not-for-profit corporation, who did not take an oath and who:

___ is/are personally known to me.
__X__ produced FL driver's license as identification.
___ produced _____ as identification.

Notary Public

Name of Notary Printed
My Commission Expires: 4/22/21
Commission Number: GG74040

(Notary Seal Must Be Affixed)

STEPHNE L. JAY
Notary Public, State of Florida
My Comm. Expires April 22, 2021
Commission No. GG 74040

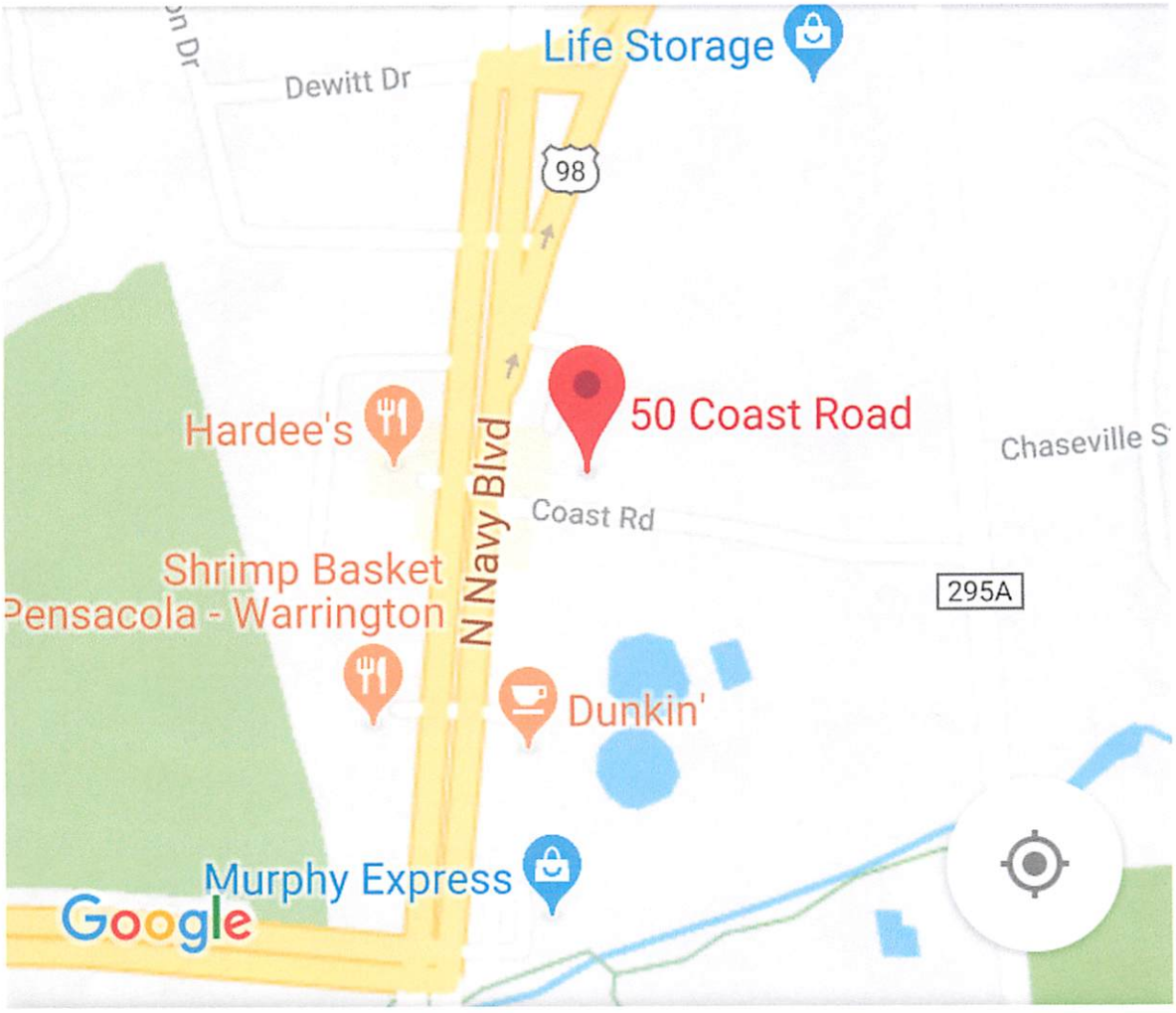
# EXHIBIT "A"

Begin at a point on the North line of Section 52, Township 2 South, Range 30 West, where said line intersects the East right of way line of Admiral Murray Blvd. (Navy Blvd.); thence South 88 degrees 52 minutes 36 seconds East along the North line of said section for 355.08 feet to the point of beginning; thence continue South 88 degrees 52 minutes 36 seconds East along North line of said section for 160.01 feet to the Northeast corner of Government Lot 2; thence South 01 degrees 00 minutes 00 seconds West along the East line of said lot for 260.0 feet; thence South 13 degrees 49 minutes 53 seconds West for 112.44 feet to a point on the arc of a curve concave to the Southwest having a radius of 1503.40 feet and a delta angle of 05 degrees 13 minutes 51 seconds; thence Northwesterly along the arc of said curve (chord distance of 137.20 feet, a chord bearing of North 78 degrees 46 minutes 39 seconds West) for an arc distance of 137.25 feet; thence North 01 degrees 00 minutes 00 seconds East for 345.64 feet to the point of beginning.

Searching 12:03 PM 97%

google.com

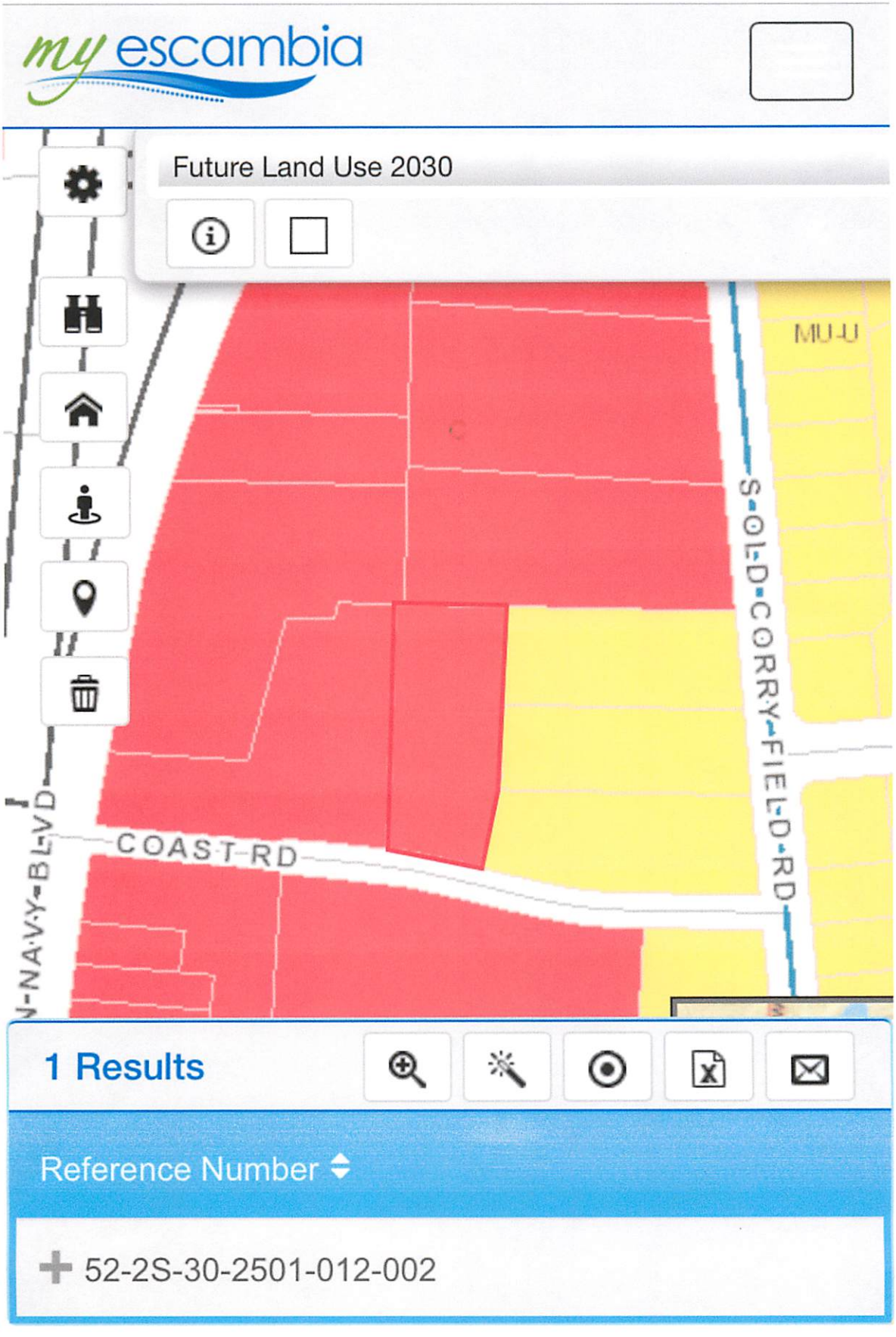
50 Coast Rd




## 50 Coast Rd

Pensacola, FL 32507

DIRECTIONS


myescambia
Future Land Use 2030
MU-U
S-OLD-CORRY-FIELD-RD
COAST-RD
1 Results
Reference Number
52-2S-30-2501-012-002

# Comprehensive Plan
# Small-Scale Future Land Use Map Amendment
# Staff Analysis

## General Data

| | |
|---|---|
| **Project Name:** | SSA-2019-02 |
| **Location:** | 50 Coast Rd. |
| **Parcel #:** | 52-2S-30-2501-012-002 |
| **Acreage:** | 1.29 acres± |
| **FLU Request:** | From Commercial (C) to Mixed-Use Urban (MU-U) |
| **Applicant:** | Mr. Landry Leidner**,** Manager, Coast 50 LLC, Owner |
| **Meeting Dates:** | Planning Board, September 3, 2019 |
| | BCC, October 3, 2019 |

## Summary of Proposed Amendment:

The small-scale amendment to the future land use (FLU) map of Escambia County proposes to change the FLU category of a vacant wooded 1.29-acre parcel from Commercial (C) to Mixed-Use Urban (MU-U). The zoning designation of the subject parcel is Heavy Commercial and Light Industrial (HC/LI) with Warrington Overlay (Warr-OL). The parcel fronts approximately 137 feet of the north right-of-way of Coast Road, a local street connecting Navy Blvd. and Old Corry Field Rd.

A FLU change to MU-U will allow residential development within the existing zoning district regardless of a primary commercial component as currently required by the existing Commercial FLU. The existing and proposed future land use categories are described in Comprehensive Plan Policy FLU 1.3.1 and summarized as follows:

> **Commercial. "**Intended for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development." The range of allowable uses is "residential, retail and services, professional office, light industrial, recreational facilities, public and civic." The FLU has a maximum residential density of 25 du/acre and a maximum floor area ratio (FAR) of 1.0.

**Land Development Code FLU map amendment requirements**

***Sec. 2-7.3 (e) Comprehensive Plan map amendments***

***(3) Compliance review.***

***a. General amendment conditions.*** *All amendments to the Comprehensive Plan shall demonstrate the following general conditions, allowing that where an amendment is imposed by a state or federal requirement it need only demonstrate the conditions to the greatest extent practicable under that requirement:*

***1. Need and benefit.*** *There is an identified land use need particular to the scope and function of the Comprehensive Plan for which an amendment is clearly warranted.*

**Analysis:** In an application letter to the Board the applicant stated that "new, efficient rental units can help with the lack of affordable housing," and that "the subject area is in need of rental housing."

The provision of affordable housing is consistent with Comprehensive Plan objective OBJ HOU 1.2, Affordable Housing, to "assure the provision of safe, sanitary and affordable housing for moderate, low, and very low income residents." Affordable housing is defined as "housing with costs, including monthly rents or mortgage payments, taxes, insurance, and utilities, not exceeding 30 percent of the median adjusted gross annual income for the households [defined] in Florida Statutes as amended."

The requested FLU change would remove the Commercial FLU-based restriction on the subject parcel that allows residential development only when secondary to commercial development. Presumably, the maximum residential density of 25 dwelling units per acre would be more easily obtained, the higher site density would produce lower per-unit development costs, and the lower unit costs would allow lower unit rental costs.

Although county housing officials confirm there is a county-wide shortage of below market rate or subsidized residential development, the application did not appear to reference any specific definition of affordable housing. It remains to be shown within what criteria the proposed development would respond to the shortage of affordable rental housing.

***2. Professional practices.*** *The proposed amendment applies contemporary planning principles, engineering standards, and other professional practices to provide an effective and efficient remedy for the identified land use problem or need.*

**Analysis:** Accepting affordable housing as the identified need, the amendment proposes a replacement FLU that most easily maximizes the residential density of the existing HC/LI zoning at 25 du/acre while remaining consistent with surrounding property. With MU-U as the existing future land use of all east-side adjoining parcels, the proposed change simply shifts the current FLU boundary to the west and north sides of the subject parcel.

Although the parcel's HC/LI zoning is shared with most surrounding parcels, only the existing custom car paint and body shop on the east side appears to require that zoning. The surrounding restaurants, hotel, offices, and mortuary are generally less intensive commercial uses not requiring HC/LI.

The proposed multi-family residential use of the parcel would be isolated by the surrounding non-residential uses, but generally in keeping with the intended category-wide mixed use of MU-U and the general revitalization intent of the Warrington overlay. Also, as CRA staff noted, the lack of high visibility may make the subject parcel less desirable for most commercial use.

Contemporary planning principles direct development to incorporate natural elements into site design. In the proposed site layout, the stormwater pond location responds typically to the existing site grade. However, the proposed magnitude of impervious cover, arrangement of single-story buildings, and accommodation of stormwater drainage, all appear to leave no area sufficiently undisturbed to preserve and maintain any existing site trees. Additionally, there appears to be limited site landscape area to provide tenants the intended recreational green space and suggested amenities beyond that created by the minimum required structure setbacks.

Planning practice also includes screening and buffering to protect less intense uses and reduce or eliminate incompatibility with neighboring uses. Residential use is generally presumed to be less intense than commercial use, but current LDC standards only require a proposed use that is more intensive than adjoining uses to provide and maintain a buffer. The non-required provision of either screening or buffering for the proposed residences do not appear to be considered in the application.

The preliminary site plan was the subject of a DRC pre-application review, but specific review for compliance with all applicable engineering and other development provisions would only occur after application for site development plan approval. Those provisions include access management, parking, stormwater management, landscaping, and tree protection, and apply regardless of any FLU change.

***b. FLUM amendment conditions.*** *In addition to the general amendment conditions, a future land use map amendment shall be based upon analyses [required] by Florida Statute.*

**Analysis:** The proposed amendment complies with all three conditions established by Florida Statutes, §163.3187(1), for the adoption of any small-scale comprehensive plan amendment:

(a) The subject 1.29-acre parcel is a use of 10 acres or fewer.
(b) The proposed amendment does not involve a text change to the Comprehensive Plan, but only proposes a land use change to the Future Land Use Map for a site-specific small-scale development activity.
(c) The property that is the subject of the proposed amendment is not within a designated area of critical state concern.

**Other applicable Comprehensive Plan objectives and policies**

**1. Housing**

***Policy HOU 1.1.1 Residential Areas.*** *The Escambia County FLUM and zoning maps will identify areas suitable for residential development and/or redevelopment.*

**Analysis:** The proposed MU-U replacement of the existing Commercial FLU will allow site development to more easily achieve the maximum residential density and is the same FLU as several adjoining parcels. The existing HC/LI zoning is primarily intended to "allow light manufacturing, large-scale wholesale and retail uses, major services, and other more intense uses than allowed in the Commercial [zoning] district," but residential use is allowed.

**2. Future Land Use**

***OBJ FLU 1.3 Future Land Use Map Designations***

*Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.*

**Analysis:** Although the site-specific requirement for residential development to be secondary to commercial would be lost in the proposed FLU change, MU-U would otherwise promote mixed use development generally within the urban area around the subject parcel.

**3. Infrastructure**

***Policy HOU 1.1.4 Adequate infrastructure****. To assure the sustainability of residential communities, Escambia County will require new residential development to locate where adequate infrastructure is available.*

***GOAL CMS 1 Concurrency Management System***
*Escambia County will adopt a Concurrency Management System to ensure that facilities and services needed to support development are available concurrent with the impacts of such development. The Concurrency Management System will be determined by the provisions of the LDC.*

**a. Potable Water.**

***Policy INF 4.1.6 Developer Responsibility****. The cost of water line extensions made necessary by new development will be the responsibility of the developer unless otherwise funded by the service provider.*

***Policy INF 4.1.7 Level of Service (LOS) Standards****. The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

**Analysis:** The application included documentation confirming available potable

water source, treatment, pumping, and distribution to the proposed development from the Peoples Water Service Company system. Development of the subject parcel would be an efficient use of the available water infrastructure.

**b. Sanitary Sewer.**

***Policy INF 1.1.7 Level of Service (LOS) Standards****. Average LOS standard for wastewater service is 210 gallons per residential connection per day, and the peak LOS will be 350 gallons per residential connection per day. For nonresidential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC), as may be recalculated by the service provider from time to time, and on the size of the nonresidential water meter. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

***Policy INF 1.1.11 Required New Service Connection****. All new structures intended for human occupancy will connect to the ECUA wastewater system unless ECUA has determined that it is not feasible to provide wastewater service to the proposed structures. Those structures not required to connect to the ECUA wastewater system will not be issued a building permit until the applicant has obtained the appropriate permit from the Health Department.*

**Analysis:** The application included documentation confirming available sanitary sewer to the proposed development from the ECUA system at the county's adopted LOS. Development of the parcel would be an efficient use of the available sewer infrastructure.

**c. Solid Waste Disposal.**

***Policy INF 2.1.2 Perdido Landfill Operation****. Escambia County will provide and operate the Perdido Landfill so as to accommodate the municipal solid waste disposal needs of the entire County.*

***Policy INF 2.1.4 Level of Service (LOS) Standards****. The LOS standard for solid waste disposal will be 6 pounds per capita per day.*

**Analysis:** Escambia County continues to maintain its adopted solid waste LOS commitments. The Department of Waste Services reported in its 2018 solid waste LOS analysis that the current build-out for disposal at the Perdido Landfill will provide solid waste disposal capacity through 2045.

**d. Stormwater Management.**

***Policy INF 3.1.5 Concurrency Management.*** *Escambia County will ensure the provision of stormwater management facilities concurrent with the demand for such facilities as created by development or redevelopment through implementation of the Concurrency Management System.*

***Policy INF 3.1.6 Developer Responsibilities.*** *Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.*

***Analysis:*** *Compliance with adopted stormwater management provisions that implement these policies would be reviewed and confirmed prior to any site development plan approval, regardless of the proposed FLU change or use.*

**e. Transportation and Mobility.**

***Policy MOB 1.1.2 On-site Facilities****. All new private development will be required to provide safe and convenient on-site traffic flow as indicated in the LDC.*

**Policy MOB 1.1.7 Access Management**. Escambia County will promote access management by limiting the number of conflict points that a motorist experiences during travel, separating conflict points as much as possible when they cannot be eliminated, and controlling the turning movements to facilitate traffic flow on affected roadways.

**Analysis:** Compliance with adopted on-site traffic flow and access management provisions that implement these policies would be reviewed and confirmed prior to any site development plan approval, regardless of the proposed FLU change or use. The subject parcel is located along an existing paved local street connecting to a major arterial (Navy Blvd.) and a collector (Old Corry Field Rd.). Development of the parcel would be an efficient use of the available transportation infrastructure.

***4.*** **Protected Resources.** It appears likely, especially given the limited impacted resources and unchanged HC/LI zoning, that the proposed FLU change will result in no greater adverse impacts to protected resources.

**a. Wellheads.**

***Policy CON 1.4.1 Wellhead Protection****. Escambia County shall provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions shall establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.*

**Analysis:** As identified in prior DRC pre-application comments, a portion of the subject parcel appears to lie within the 20-year Time-of-travel Contour of a public potable water wellhead: that is, partly within a wellhead protection area. Compliance with adopted wellhead protection provisions that implement this policy would be reviewed and confirmed prior to any site development plan approval, regardless of the proposed FLU change or use.

**b. Historically Significant Sites.**

***Policy FLU 1.2.1 State Assistance****. Escambia County shall utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archaeological and/or historic sites or structures within the County. The County will utilize guidance, direction and technical assistance received from this agency to develop provisions and regulations for the preservation and protection of such sites and structures. In addition, the County*

*will utilize assistance from this agency together with other sources, such as the University of West Florida, in identifying newly discovered historic or archaeological resources. The identification will include an analysis to determine the significance of the resource.*

**Analysis:** The application indicated that an "historical impact analysis is applied for," but included no documentation of a request made to or response received from the Florida Master Site File, Division of Historical Resources regarding whether there are any previously recorded resources within the subject parcel.

**c. Wetlands and Habitat.**

***Policy CON 1.1.2 Wetland and Habitat Indicators****. Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval.*

**Analysis**: There are no indications from the available National Wetlands Inventory map that wetlands are within the subject parcel. Compliance with adopted environmental provisions that implement this policy would be reviewed and confirmed prior to any site development plan approval, regardless of the proposed FLU change or use.

**d. Urban Forest.**

***Policy CON 1.6.4 Urban Forest Management****. Escambia County will, through LDC provisions and other measures, sustain and promote the urban forest.*

**Analysis**: Compliance with adopted tree protection and landscaping provisions that implement this policy would be reviewed and confirmed prior to any site development plan approval, regardless of the proposed FLU change or use.

Clara Long, Interim Director
Neighborhood & Human Services Department

August 8, 2019

Horace Jones, Director
Escambia County Development Services Department
3363 West Park Place
Pensacola, FL 32505

**SUBJECT: FUTURE LAND USE MAP AMENDMENT REQUEST FOR THE FOLLOWING PARCEL #52-2S-30-2501-012-002 FROM COMMERCIAL to MU-U**
**ADDRESS: 50 Coast Road**

Horace,

I have reviewed the Future Land Use Map Amendment Request package for the abovementioned location and my comments are below:

The 2010 update to the Warrington Redevelopment Plan serves as the CRA's guiding document for the Warrington Redevelopment Area. Chapter 3 of the redevelopment plan identifies redevelopment objectives and strategies.

The following is an excerpt from the Area Wide Strategy for Housing (pg. 23)

**Objective**

While many housing needs have been addressed in the Warrington area, there continues to be vacant, underutilized parcels and pockets of substandard housing in the area. The community's close proximity to the water also presents a unique set of storm mitigation issues.

**Action Strategies**

The CRA in conjunction with Neighborhood Enterprise Division must continue to target housing rehabilitation programs and hurricane mitigation programs to the Warrington area. Infill new construction, homeownership programs, and rehabilitation programs should continue to be targeted to the area. The county will continue to work with developers willing to undertake new subdivisions and rental complexes in the area such as the Wynn Oaks development south of Patton Drive and the Pines at Warrington located on West Navy Boulevard.

The following is an excerpt from the Area Wide Strategy for Zoning (pg. 25)

> Retention of the predominantly C-1 Commercial zoning along the arterial highways is particularly important. This has been the practice since the original plan was adopted in 1995 and has supported the redevelopment of the area.

Based on the identified need for infill new construction for homeownership programs and rental complexes, CRA staff support the proposed development of the subject vacant commercial property into affordable housing. It should be noted the subject property is not located on the nearby arterial roadway and lacks high visibility desired for most commercial use. This circumstance might make this property more desirable for affordable housing rather than commercial development.

Thank you for the opportunity to comment. If you have any questions or concerns please contact Max Rogers, AICP at 595-3499.

Sincerely,

Clara Long, Interim Director
Neighborhood & Human 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:** September 3, 2019

**Rezoning Quasi-judicial Hearing** **Regular Planning Board Meeting**

**Rezoning Case #:** SSA-2019-02 **OR** **Agenda Item Number/Description:**

_____ In Favor ✓ Against

*Name: FRANK R. MORTON

*Address: 3416 West Scott St. *City, State, Zip: Pensacola FL

Email Address: f.morton@cox.net Phone: 850-281-7379

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

**********

### Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

01/2016

# 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:** 9/3/2019

**Rezoning Quasi-judicial Hearing**

**Rezoning Case #:** SSA-2019-02

OR

**Regular Planning Board Meeting**

**Agenda Item Number/Description:** _____

_____ In Favor ✓ Against

*Name: Gaylier Morton

*Address: 3416 West Scott St *City, State, Zip: Pen Fl 32505

Email Address: g.morton@cox.net Phone: 850 432 4851

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

**********

## Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

01/2016

# 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:** 9-3

**Rezoning Quasi-judicial Hearing**

**Rezoning Case #:** _____

_____ In Favor ✓ Against

OR

**Regular Planning Board Meeting**

**Agenda Item Number/Description:** 6B

*Name: Melissa Pino

*Address: 413 SE Bamblirs Drive *City, State, Zip: Pensacola FL 32507

Email Address: Melissapino09@gmail Phone: _____

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

**********

## Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

# BOARD OF COUNTY COMMISSIONERS
# ESCAMBIA COUNTY, FLORIDA

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:** 9/3/19

**Rezoning Quasi-judicial Hearing** OR **Regular Planning Board Meeting**

**Rezoning Case #:** 50 COAST RD SSA-2019-02 **Agenda Item Number/Description:**

✓ In Favor _____ Against

*Name: LANDRY LEIDNER Agent Coast 50 LLC owner

*Address: 65 STAR LAKE DR *City, State, Zip: 32507

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

**********

## Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

01/2016

**LEGAL REVIEW**

(COUNTY DEPARTMENT USE ONLY)

Document: SSA 2019-02, Coast Road

Date: 8-1-19

Date requested back by: 8-8-19

Requested by: Griffin Vickery

Phone Number: 595-3471

(LEGAL USE ONLY)

Legal Review by Kia M. Johnson

Date Received: 8-1-19

✓ Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

* revision to third whereas clause: "approve" → "consider."

**ORDINANCE NUMBER 2019-___**

**AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 52, TOWNSHIP 2S, RANGE 30W, PARCEL NUMBER 2501-012-002, TOTALING 1.29 ACRES±, LOCATED ON COAST ROAD, FROM COMMERCIAL (C) TO MIXED-USE URBAN (MU-U); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and

**WHEREAS**, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

**WHEREAS**, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to consider changes (amendments) to the Comprehensive Plan; and

**WHEREAS**, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

**NOW, THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of Escambia County, Florida, as follows:

## Section 1. Purpose and Intent

This Ordinance is enacted to carry out the purpose and intent of, and to exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

## Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled "Small Scale Amendment 2019-02."

## Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use changes:

> A parcel within Section 52, Township 2S, Range 30W, parcel number 2501-012-002, totaling 1.29 acres±, located on Coast Road, as more particularly described in the Boundary and Topographic Survey description produced by Northwest Florida Land Surveying, Inc., registered land surveyor Fred R. Thompson, dated 6/7/19, attached as Exhibit A, changed from Commercial (C) to Mixed-Use Urban (MU-U).

## Section 4. Severability

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

## Section 5. Inclusion in the Code

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that the sections, subsections and other provisions of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

**INTENTIONALLY LEFT BLANK**

DRAFT

**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
OF 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

# BOUNDARY AND TOPOGRAPHIC SURVEY
## OF A PORTION OF SECTION 52, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA

Exhibit A

DESCRIPTION AS FURNISHED: (OFFICIAL RECORDS BOOK: 5558, PAGE: 1535)

BEGIN AT A POINT ON THE NORTH LINE OF SECTION 52, TOWNSHIP 2 SOUTH, RANGE 30 WEST, WHERE SAID LINE INTERSECTS THE EAST RIGHT OF WAY LINE OF ADMIRAL MURRAY BLVD. (NAVY BLVD.); THENCE SOUTH 88 DEGREES 52 MINUTES 36 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION FOR 355.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88 DEGREES 52 MINUTES 36 SECONDS EAST ALONG NORTH LINE OF SAID SECTION FOR 160.01 FEET TO THE NORTHEAST CORNER OF GOVERNMENT LOT 2; THENCE SOUTH 01 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF SAID LOT FOR 260.0 FEET; THENCE SOUTH 13 DEGREES 44 MINUTES 53 SECONDS WEST FOR 112.44 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1503.40 FEET AND A DELTA ANGLE OF 05 DEGREES 13 MINUTES 51 SECONDS; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE (CHORD DISTANCE OF 137.20 FEET, A CHORD BEARING OF NORTH 78 DEGREES 46 MINUTES 39 SECONDS WEST) FOR AN ARC DISTANCE OF 137.25 FEET; THENCE NORTH 01 DEGREES 00 MINUTES 00 SECONDS EAST FOR 345.64 FEET TO THE POINT OF BEGINNING.

GENERAL NOTES:

1. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF NORTH 01 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF THE PROPERTY AS PER THE DESCRIPTION AS FURNISHED.
2. THE SURVEY DATUM AS SHOWN HEREON IS REFERENCED TO THE DESCRIPTION AS FURNISHED AND TO EXISTING FIELD MONUMENTATION.
3. NO TITLE SEARCH WAS PROVIDED TO NOR PERFORMED BY NORTHWEST FLORIDA LAND SURVEYING, INC., FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.
4. THE PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE "X", BASE FLOOD ELEVATION N/A, AS DETERMINED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA (UNINCORPORATED AREAS), MAP NUMBER 12033C 0369 G, REVISED SEPTEMBER 29, 2006.
5. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.
6. THIS SURVEY MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.050 - 5J-17.113052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.
7. THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS.
8. THE MEASUREMENTS OF THE BUILDINGS AND/OR FOUNDATIONS SHOWN HEREON DO NOT INCLUDE CONCRETE FOOTERS OR EAVE OVERHANGS.
9. FENCE LOCATIONS SHOWN HEREON MAY BE EXAGGERATED AND NOT TO SCALE FOR CLARITY PURPOSES
10. FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM, WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER, FRED R. THOMPSON, AND IS TO BE RETURNED TO OWNER UPON REQUEST.
11. THIS DOCUMENT MUST BE COMPARED TO THE ORIGINAL HARD COPY ISSUED ON THE SURVEY DATE WITH A RAISED SEAL TO INSURE THE ACCURACY OF THE INFORMATION AND TO FURTHER INSURE THAT NO CHANGES, ALTERATIONS OR MODIFICATIONS HAVE BEEN MADE. NO RELIANCE SHOULD BE MADE ON A DOCUMENT TRANSMITTED BY COMPUTER OR OTHER ELECTRONIC MEANS UNLESS FIRST COMPARED TO THE ORIGINAL SIGNED AND SEALED DOCUMENT.
12. THIS SURVEY MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS BY COUNTY, STATE OR OTHER AGENCIES.
13. ENCROACHMENTS ARE AS SHOWN.

DENOTES:

- ⊗ ~ 1/2" CAPPED IRON ROD, NUMBERED 7277 (PLACED)
- □ ~ 4" SQUARE CONCRETE MONUMENT, UNNUMBERED (FOUND)
- ~ UTILITY POLE
- ~LIGHT POLE
- ~ GUY ANCHOR
- (D) ~ DEED INFORMATION
- (F) ~ FIELD INFORMATION
- R/W ~ RIGHT OF WAY
- P.R.C. ~ POINT OF REVERSE CURVE
- P.O.B. ~ POINT OF BEGINNING
- SEC. ~ SECTION
- TWP. ~ TOWNSHIP
- RGE. ~ RANGE
- O.R. ~ OFFICIAL RECORD
- PG. ~ PAGE
- ~ BENCHMARK
- BFD ~ BACK FLOW PREVENTION DEVICE
- ~ WATER VALVE
- W ~ WATER METER
- ~ CABLE RISER
- ~ MONITORING WELL
- S ~ STORM DRAIN MANHOLE
- D ~ SANITARY SEWER MANHOLE
- ~ FIRE HYDRANT

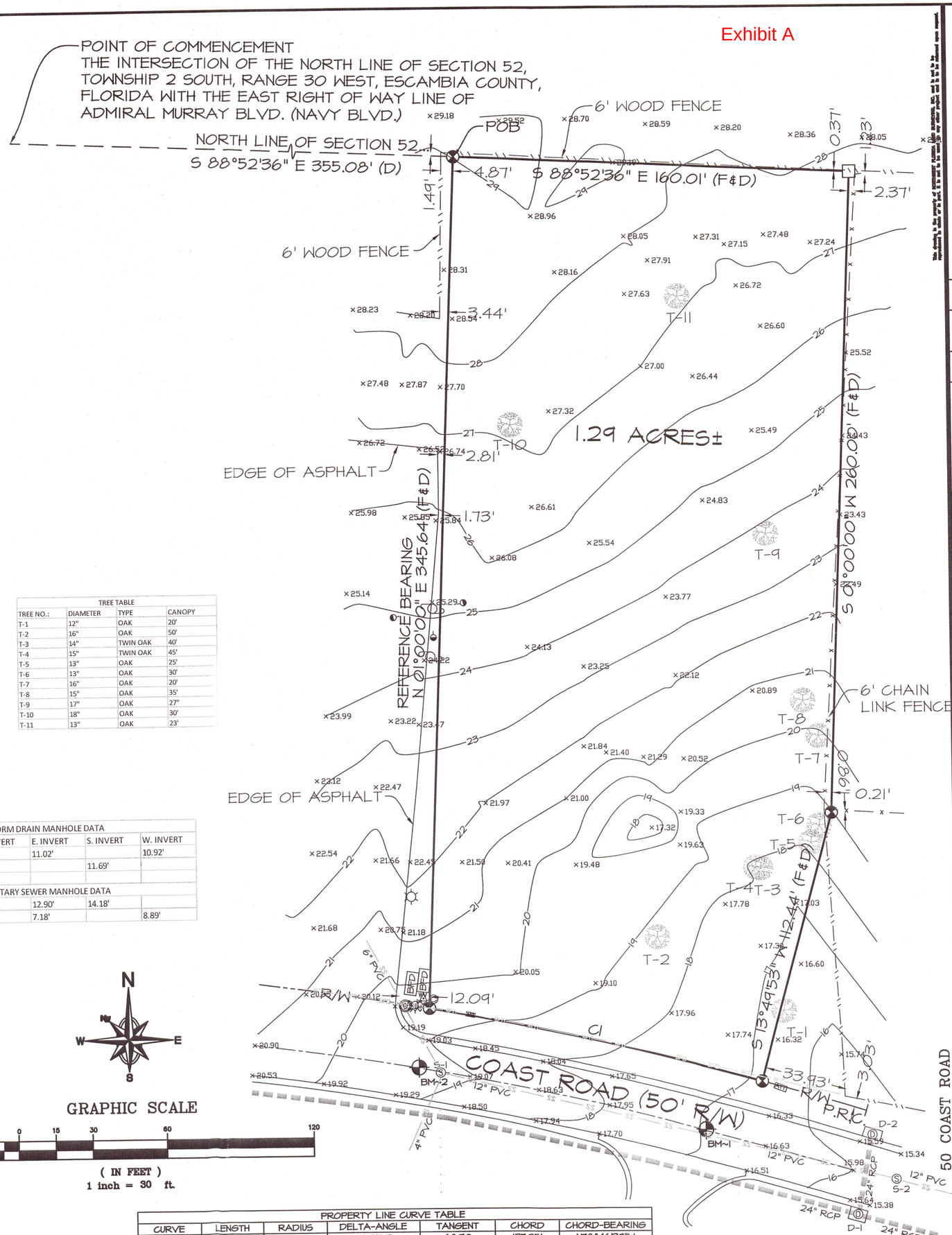
BENCHMARK DATA:

BM~1 NAIL AND DISK IN ASPHALT ROAD
ELEVATION= 16.80' (NAVD88)

BM~2 NAIL AND DISK IN ASPHALT ROAD
ELEVATION= 19.53' (NAVD88)

| TREE TABLE | | | |
|---|---|---|---|
| TREE NO.: | DIAMETER | TYPE | CANOPY |
| T-1 | 12" | OAK | 20' |
| T-2 | 16" | OAK | 50' |
| T-3 | 14" | TWIN OAK | 40' |
| T-4 | 15" | TWIN OAK | 45' |
| T-5 | 13" | OAK | 25' |
| T-6 | 13" | OAK | 30' |
| T-7 | 16" | OAK | 20' |
| T-8 | 15" | OAK | 35' |
| T-9 | 17" | OAK | 27" |
| T-10 | 18" | OAK | 30' |
| T-11 | 13" | OAK | 23' |

| STORM DRAIN MANHOLE DATA | | | | | |
|---|---|---|---|---|---|
| MH. ID. | TOP | N. INVERT | E. INVERT | S. INVERT | W. INVERT |
| D-1 | 15.53' | 11.34' | 11.02' | | 10.92' |
| D-2 | 15.53' | | | 11.69' | |
| SANITARY SEWER MANHOLE DATA | | | | | |
| S-1 | 19.41' | 14.59' | 12.90' | 14.18' | |
| S-2 | 15.37' | | 7.18' | | 8.89' |




CERTIFICATIONS:

SERVIS FIRST BANK
BEGGS AND LANE, RLLP
COAST 50, LLC.
FIRST AMERICAN TITLE INSURANCE COMPANY

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

Fred R. Thompson 6/7/19

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

GRAPHIC SCALE

30 0 15 30 60 120

( IN FEET )
1 inch = 30 ft.

| PROPERTY LINE CURVE TABLE | | | | | | |
|---|---|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | DELTA-ANGLE | TANGENT | CHORD | CHORD-BEARING |
| C1 | 137.30' | 1503.40' | 5°13'51" | 68.70 | 137.25' | N78°46'34"W |

REVISIONS

| NO. | DATE | APPR. |
|---|---|---|
| | | |

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR

NORTHWEST FLORIDA LAND SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION
7142 BELGIUM CIRCLE Pensacola, FL 32526 (850) 455-1068

SCALE 1"=30' | CREW CHIEF RM | DRAWN JAS | CHECKED FRT | DATE 6/7/19

BOUNDARY AND TOPOGRAPHIC SURVEY
OF A PORTION OF SECTION 52,
TOWNSHIP 2 SOUTH, RANGE 30 WEST,
ESCAMBIA COUNTY, FLORIDA

PREPARED FOR: EDWARD BRYANT III/50 COAST LLC
REQUESTED BY: JERRY McGUIRE

PROJECT NO. 22138 | INDEX 10 | NO. 1 OF 1 SHEETS

**ORDINANCE NUMBER 2019-___**

**AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 52, TOWNSHIP 2S, RANGE 30W, PARCEL NUMBER 2501-012-002, TOTALING 1.29 ACRES±, LOCATED ON COAST ROAD, FROM COMMERCIAL (C) TO MIXED-USE URBAN (MU-U); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and

**WHEREAS**, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

**WHEREAS**, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to consider changes (amendments) to the Comprehensive Plan; and

**WHEREAS**, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

**NOW, THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of Escambia County, Florida, as follows:

## Section 1. Purpose and Intent

This Ordinance is enacted to carry out the purpose and intent of, and to exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

## Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled "Small Scale Amendment 2019-02."

## Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use changes:

> A parcel within Section 52, Township 2S, Range 30W, parcel number 2501-012-002, totaling 1.29 acres±, located on Coast Road, as more particularly described in the Boundary and Topographic Survey description produced by Northwest Florida Land Surveying, Inc., registered land surveyor Fred R. Thompson, dated 6/7/19, attached as Exhibit A, changed from Commercial (C) to Mixed-Use Urban (MU-U).

## Section 4. Severability

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

## Section 5. Inclusion in the Code

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that the sections, subsections and other provisions of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

**INTENTIONALLY LEFT BLANK**

**Section 6. Effective Date**

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

(SEAL)

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

# BOUNDARY AND TOPOGRAPHIC SURVEY
## OF A PORTION OF SECTION 52, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA

Exhibit A

DESCRIPTION AS FURNISHED: (OFFICIAL RECORDS BOOK: 5558, PAGE: 1535)

BEGIN AT A POINT ON THE NORTH LINE OF SECTION 52, TOWNSHIP 2 SOUTH, RANGE 30 WEST, WHERE SAID LINE INTERSECTS THE EAST RIGHT OF WAY LINE OF ADMIRAL MURRAY BLVD. (NAVY BLVD.); THENCE SOUTH 88 DEGREES 52 MINUTES 36 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION FOR 355.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88 DEGREES 52 MINUTES 36 SECONDS EAST ALONG NORTH LINE OF SAID SECTION FOR 160.01 FEET TO THE NORTHEAST CORNER OF GOVERNMENT LOT 2; THENCE SOUTH 01 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF SAID LOT FOR 260.0 FEET; THENCE SOUTH 13 DEGREES 44 MINUTES 53 SECONDS WEST FOR 112.44 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1503.40 FEET AND A DELTA ANGLE OF 05 DEGREES 13 MINUTES 51 SECONDS; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE (CHORD DISTANCE OF 137.20 FEET, A CHORD BEARING OF NORTH 78 DEGREES 46 MINUTES 39 SECONDS WEST) FOR AN ARC DISTANCE OF 137.25 FEET; THENCE NORTH 01 DEGREES 00 MINUTES 00 SECONDS EAST FOR 345.64 FEET TO THE POINT OF BEGINNING.

GENERAL NOTES:

1. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF NORTH 01 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF THE PROPERTY AS PER THE DESCRIPTION AS FURNISHED.
2. THE SURVEY DATUM AS SHOWN HEREON IS REFERENCED TO THE DESCRIPTION AS FURNISHED AND TO EXISTING FIELD MONUMENTATION.
3. NO TITLE SEARCH WAS PROVIDED TO NOR PERFORMED BY NORTHWEST FLORIDA LAND SURVEYING, INC., FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.
4. THE PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE "X", BASE FLOOD ELEVATION N/A, AS DETERMINED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA (UNINCORPORATED AREAS), MAP NUMBER 12033C 0369 G, REVISED SEPTEMBER 29, 2006.
5. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.
6. THIS SURVEY MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.050 - 5J-17.113052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.
7. THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS.
8. THE MEASUREMENTS OF THE BUILDINGS AND/OR FOUNDATIONS SHOWN HEREON DO NOT INCLUDE CONCRETE FOOTERS OR EAVE OVERHANGS.
9. FENCE LOCATIONS SHOWN HEREON MAY BE EXAGGERATED AND NOT TO SCALE FOR CLARITY PURPOSES
10. FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM, WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER, FRED R. THOMPSON, AND IS TO BE RETURNED TO OWNER UPON REQUEST.
11. THIS DOCUMENT MUST BE COMPARED TO THE ORIGINAL HARD COPY ISSUED ON THE SURVEY DATE WITH A RAISED SEAL TO INSURE THE ACCURACY OF THE INFORMATION AND TO FURTHER INSURE THAT NO CHANGES, ALTERATIONS OR MODIFICATIONS HAVE BEEN MADE. NO RELIANCE SHOULD BE MADE ON A DOCUMENT TRANSMITTED BY COMPUTER OR OTHER ELECTRONIC MEANS UNLESS FIRST COMPARED TO THE ORIGINAL SIGNED AND SEALED DOCUMENT.
12. THIS SURVEY MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS BY COUNTY, STATE OR OTHER AGENCIES.
13. ENCROACHMENTS ARE AS SHOWN.

DENOTES:

- ⊗ ~ 1/2" CAPPED IRON ROD, NUMBERED 7277 (PLACED)
- □ ~ 4" SQUARE CONCRETE MONUMENT, UNNUMBERED (FOUND)
- ~ UTILITY POLE
- ~LIGHT POLE
- ~ GUY ANCHOR
- (D) ~ DEED INFORMATION
- (F) ~ FIELD INFORMATION
- R/W ~ RIGHT OF WAY
- P.R.C. ~ POINT OF REVERSE CURVE
- P.O.B. ~ POINT OF BEGINNING
- SEC. ~ SECTION
- TWP. ~ TOWNSHIP
- RGE. ~ RANGE
- O.R. ~ OFFICIAL RECORD
- PG. ~ PAGE
- ~ BENCHMARK
- BFD ~ BACK FLOW PREVENTION DEVICE
- ~ WATER VALVE
- W ~ WATER METER
- ~ CABLE RISER
- ~ MONITORING WELL
- S ~ STORM DRAIN MANHOLE
- D ~ SANITARY SEWER MANHOLE
- ~ FIRE HYDRANT

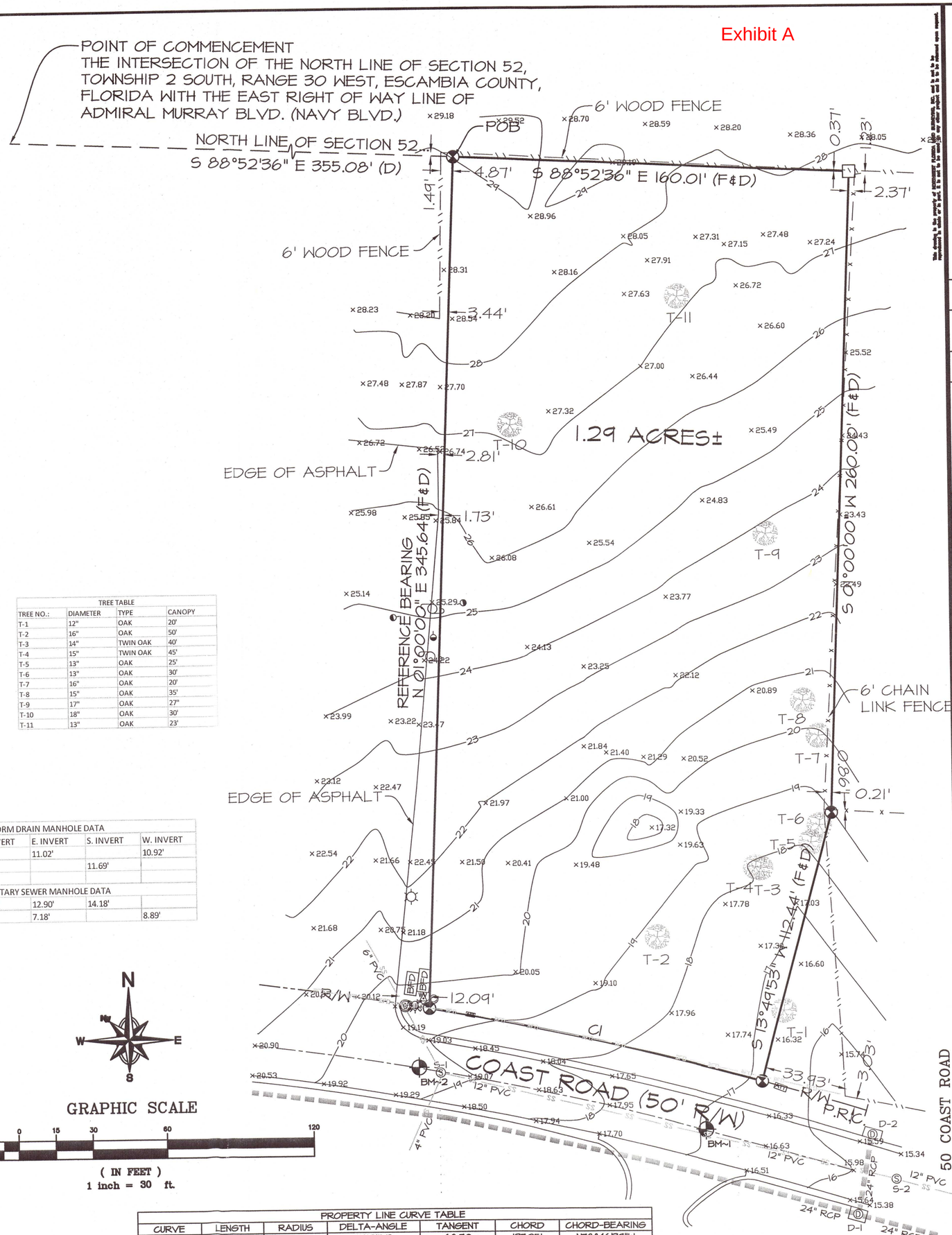
BENCHMARK DATA:

BM~1 NAIL AND DISK IN ASPHALT ROAD
ELEVATION= 16.80' (NAVD88)

BM~2 NAIL AND DISK IN ASPHALT ROAD
ELEVATION= 19.53' (NAVD88)

| TREE TABLE | | | |
|---|---|---|---|
| TREE NO.: | DIAMETER | TYPE | CANOPY |
| T-1 | 12" | OAK | 20' |
| T-2 | 16" | OAK | 50' |
| T-3 | 14" | TWIN OAK | 40' |
| T-4 | 15" | TWIN OAK | 45' |
| T-5 | 13" | OAK | 25' |
| T-6 | 13" | OAK | 30' |
| T-7 | 16" | OAK | 20' |
| T-8 | 15" | OAK | 35' |
| T-9 | 17" | OAK | 27" |
| T-10 | 18" | OAK | 30' |
| T-11 | 13" | OAK | 23' |

| STORM DRAIN MANHOLE DATA | | | | | |
|---|---|---|---|---|---|
| MH. ID. | TOP | N. INVERT | E. INVERT | S. INVERT | W. INVERT |
| D-1 | 15.53' | 11.34' | 11.02' | | 10.92' |
| D-2 | 15.53' | | | 11.69' | |
| SANITARY SEWER MANHOLE DATA | | | | | |
| S-1 | 19.41' | 14.59' | 12.90' | 14.18' | |
| S-2 | 15.37' | | 7.18' | | 8.89' |




CERTIFICATIONS:

SERVIS FIRST BANK
BEGGS AND LANE, RLLP
COAST 50, LLC.
FIRST AMERICAN TITLE INSURANCE COMPANY

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

Fred R. Thompson 6/7/19

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

GRAPHIC SCALE

30 0 15 30 60 120

( IN FEET )
1 inch = 30 ft.

| PROPERTY LINE CURVE TABLE | | | | | | |
|---|---|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | DELTA-ANGLE | TANGENT | CHORD | CHORD-BEARING |
| C1 | 137.30' | 1503.40' | 5°13'51" | 68.70 | 137.25' | N78°46'34"W |

REVISIONS

| NO. | DATE | APPR. |
|---|---|---|
| | | |

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR

NORTHWEST FLORIDA LAND SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION
7142 BELGIUM CIRCLE Pensacola, FL 32526 (850) 455-1068

SCALE 1"=30' | CREW CHIEF RM | DRAWN JAS | CHECKED FRT | DATE 6/7/19

BOUNDARY AND TOPOGRAPHIC SURVEY
OF A PORTION OF SECTION 52,
TOWNSHIP 2 SOUTH, RANGE 30 WEST,
ESCAMBIA COUNTY, FLORIDA

PREPARED FOR: EDWARD BRYANT III/50 COAST LLC
REQUESTED BY: JERRY McGUIRE

PROJECT NO. 22138 | INDEX 10 | NO. 1 OF 1 SHEETS

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16844** **Growth Management Report 14. 5.**
**BCC Regular Meeting** **Public Hearing**
**Meeting Date:** 10/03/2019
**Issue:** 5:48 p.m. - A Public Hearing Concerning the Review of Ordinance Amending the Future Land Use Map, LSA-2019-01
**From:** HORACE JONES, Director
**Organization:** Development Services

## RECOMMENDATION:

5:48 p.m. - A Public Hearing Concerning the Review of Ordinance Amending the Future Land Use Map, LSA-2019-01

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Comprehensive Plan 2030, Chapter 7, the Future Land Use Element, Policy 1.1.1, (LSA-2016-01) changing the Future Land Use (FLU) category of a portion of a parcel, which is located within Section 04, Township 1S, Range 31W, and which is identified as a portion of Parcel ID number 05-1S-31-1101-000-000, parcel portion totaling 98.03 (+/-) acres and located West of the intersection of Interstate 10 and West Nine Mile Road/US Highway 90A and with an address of Navy OLF8: 5501 Frank Reeder Road and 9045 Security Place, from Public (P) to Mixed-Use Urban (MU-U) and amending Chapter 7, the Future Land Use Element, OBJ FLU 5.1 NFCU Urban Service Area Boundary Map to expand Navy Federal Credit Union Urban Service Area (NFCU-USA) by 98.03 (+/-) acres.

This serves as the second of two public hearings.

## BACKGROUND:

The applicant is requesting a Future Land Use Map change from Public (P) FLU to Mixed-Use Urban (MU-U) FLU, in order to accommodate the expansion of the Urban Service Area and additional parking for the existing development.

## 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 Kia M. Johnson, Assistant County Attorney. Any recommended legal comments are attached herein.

**PERSONNEL:**

No additional personnel are required for implementation of this Ordinance.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

**IMPLEMENTATION/COORDINATION:**

This Ordinance, amending the Comprehensive Plan, will be filed with the Department of State following adoption by the board.

Implementation of this Ordinance will consist of an amendment to the Comprehensive Plan FLUM 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.

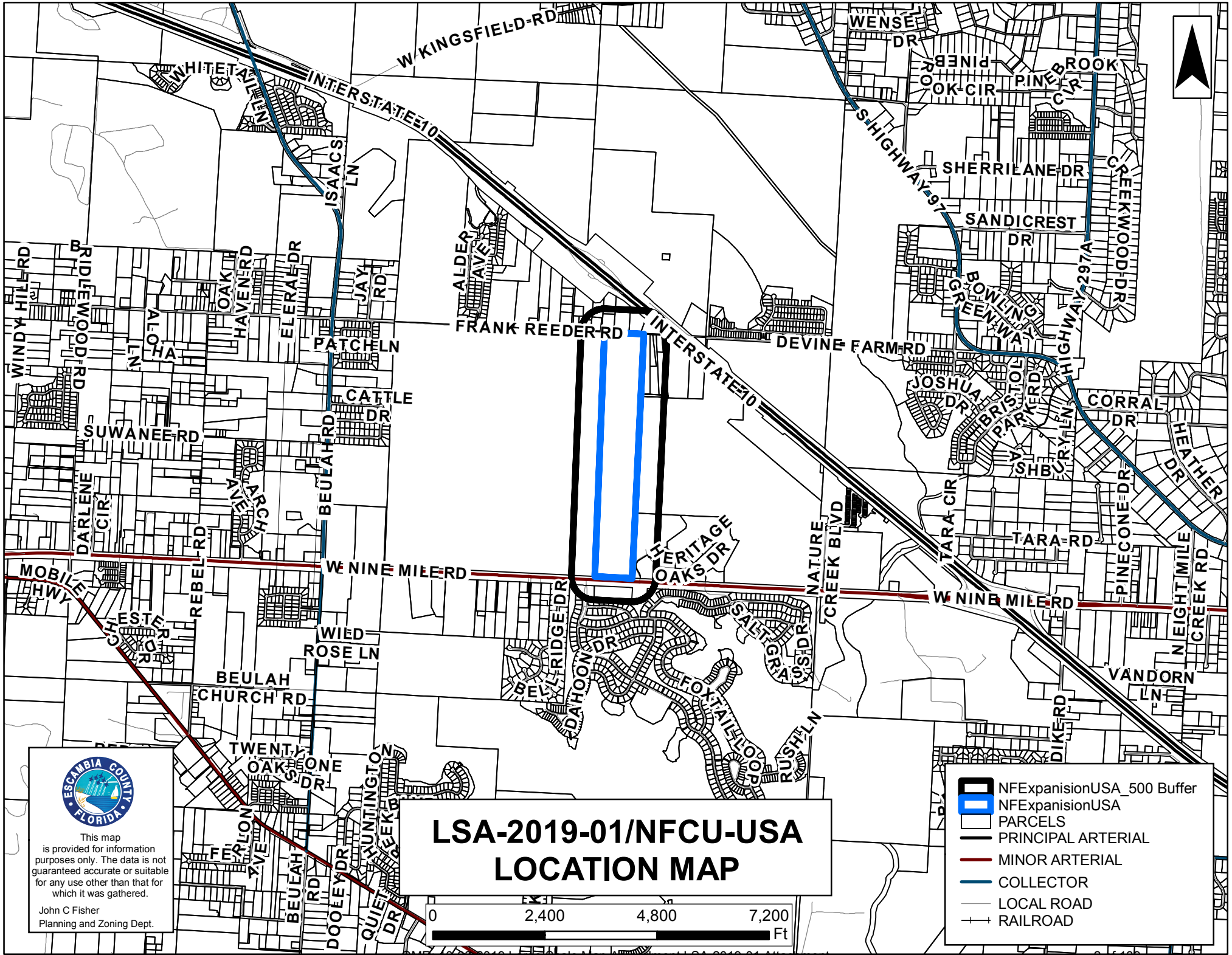
---

**Attachments**

LSA-2019-01 Working Case File
Draft Ordinance
Clean Ordinance

---

# LSA-2019-01

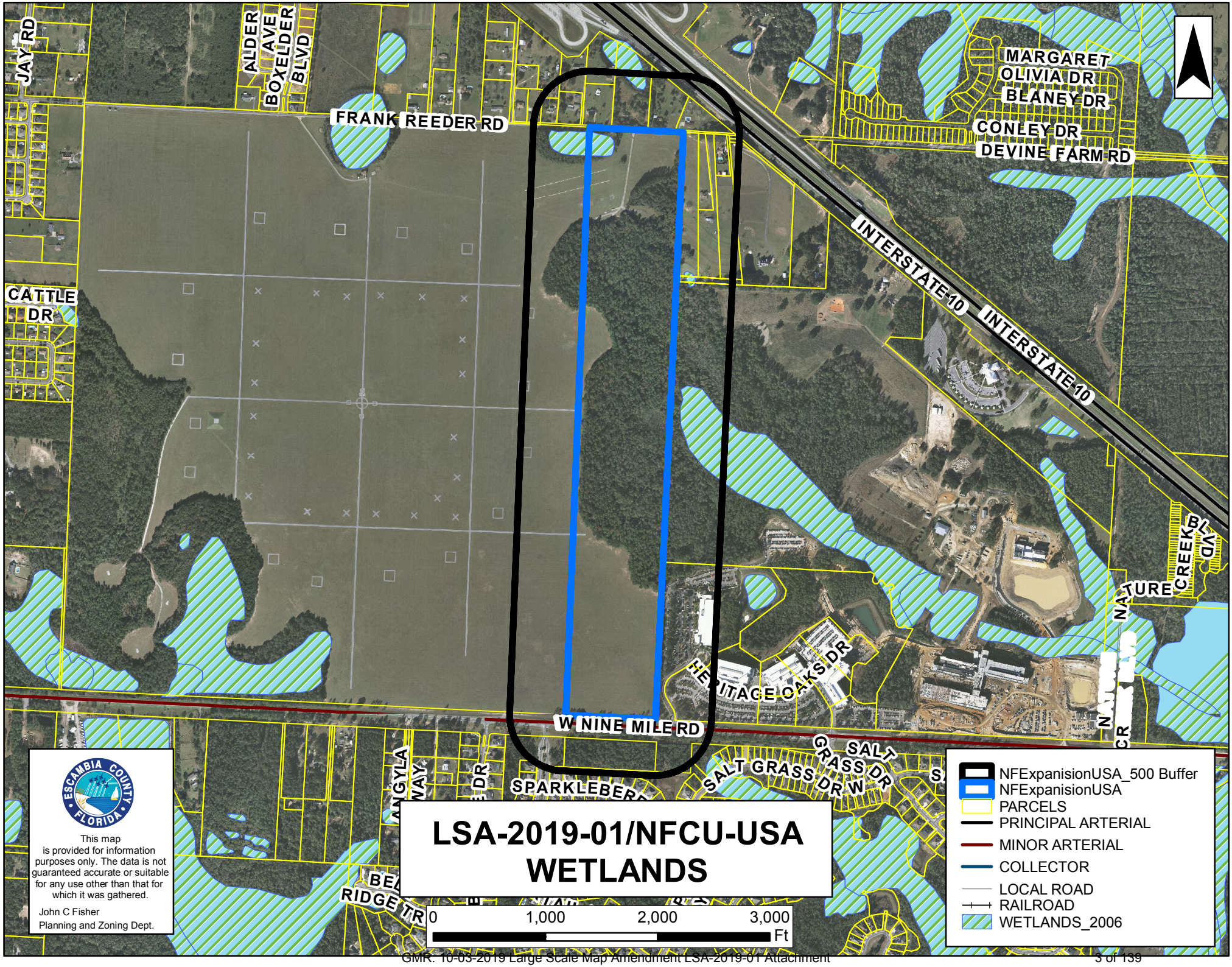


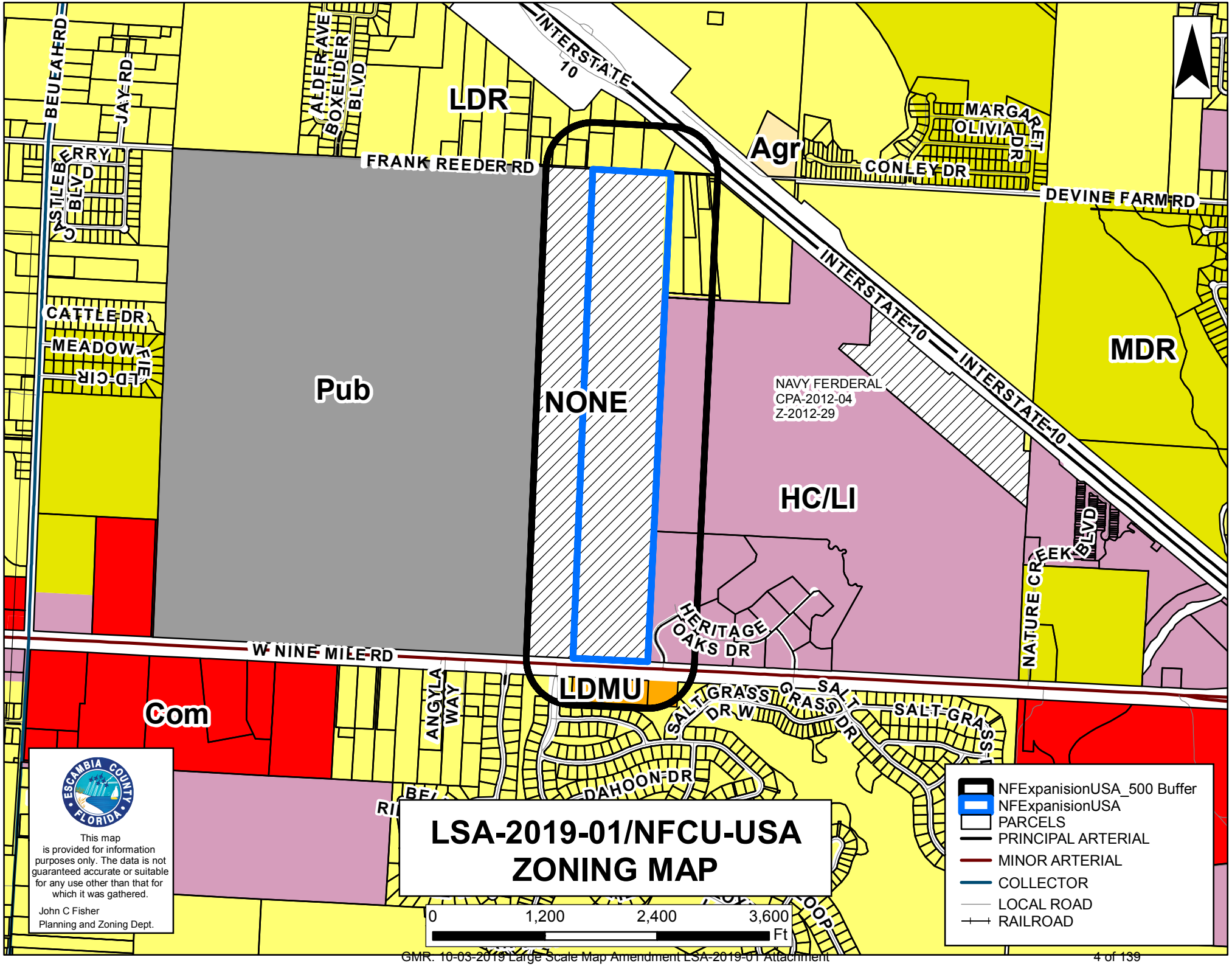

# LSA-2019-01/NFCU-USA LOCATION MAP

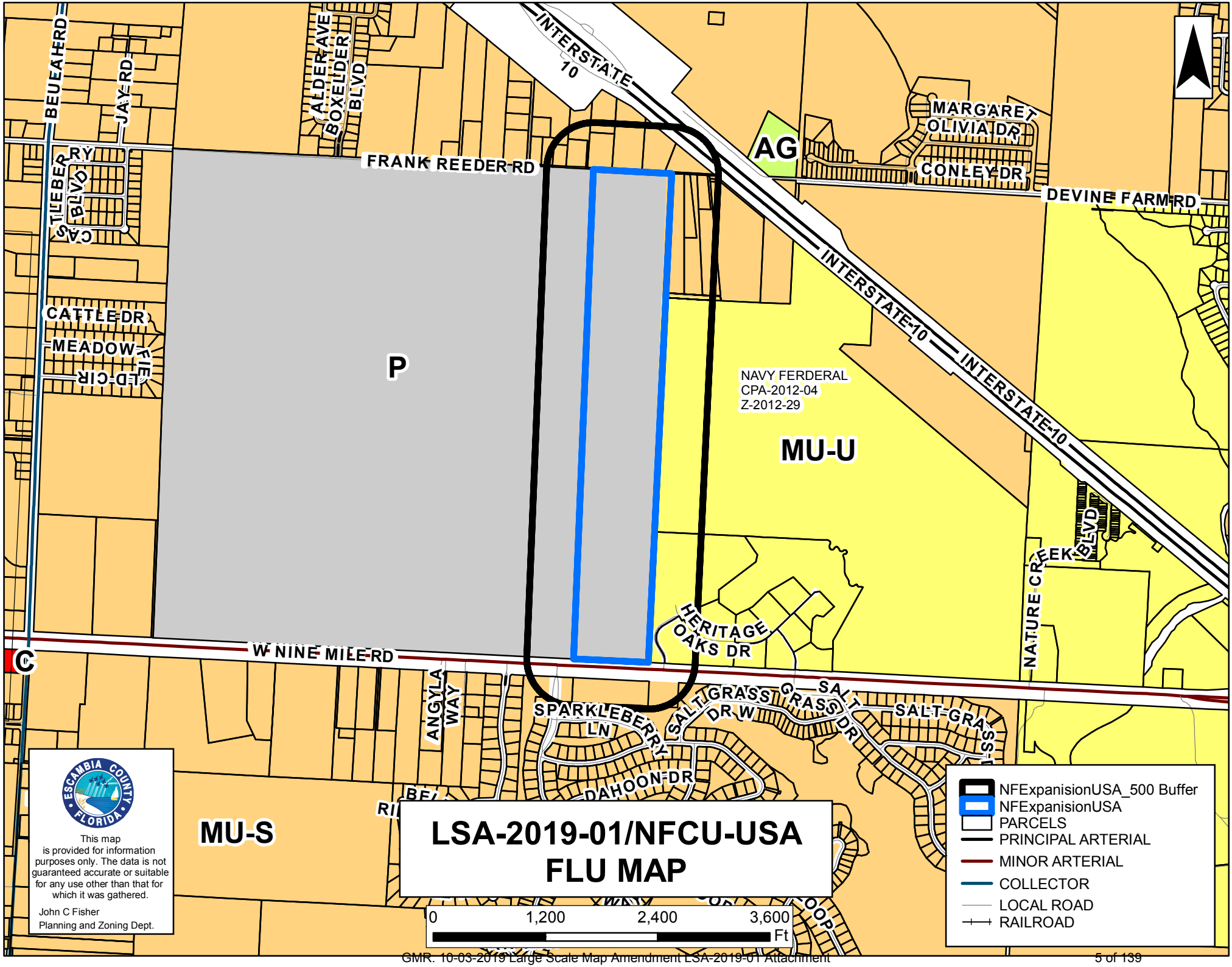
ESCAMBIA COUNTY FLORIDA

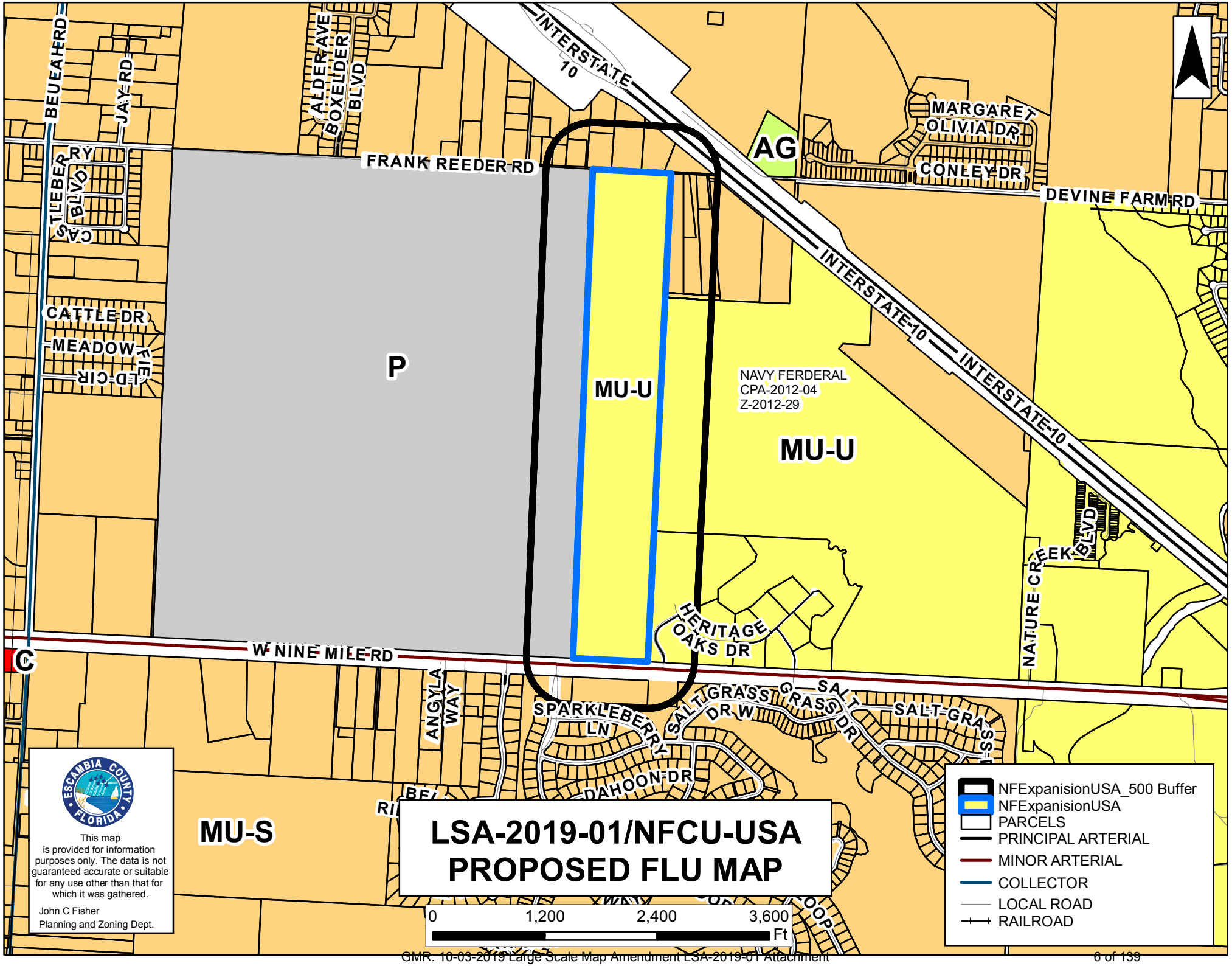
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

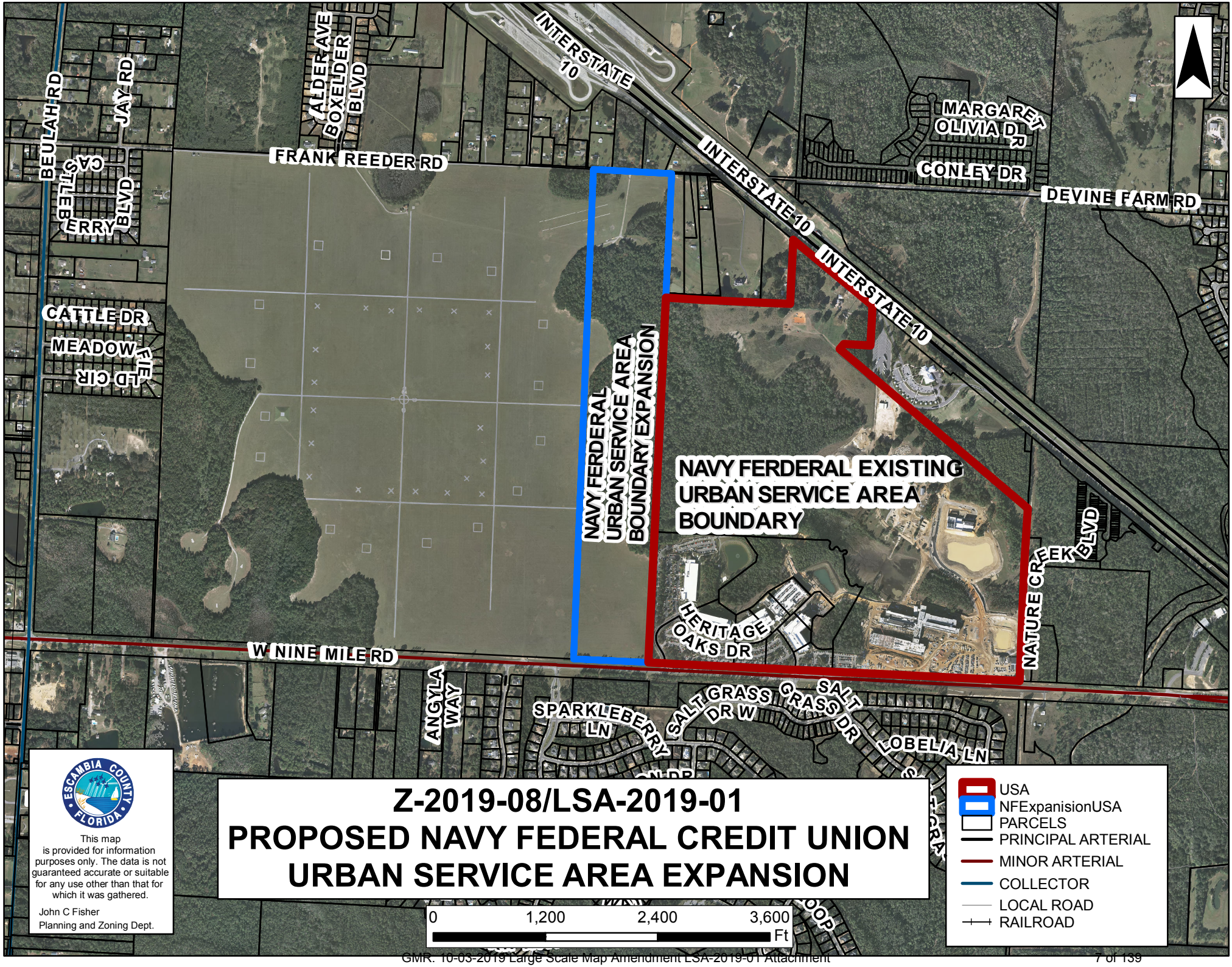
John C Fisher
Planning and Zoning Dept.


JAY RD
ALDER AVE
BOXELDER BLVD
FRANK REEDER RD
MARGARET
OLIVIA DR
BLANEY DR
CONLEY DR
DEVINE FARM RD
INTERSTATE 10
INTERSTATE 10
CATTLE
DR
NATURE CREEK BLVD
HERITAGE OAKS DR
W NINE MILE RD
SALT GRASS DR W
SALT GRASS DR
SPARKLEBERRY
RIDGE TR
LSA-2019-01/NFCU-USA
WETLANDS
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.
John C Fisher
Planning and Zoning Dept.
0
1,000
2,000
3,000
Ft
NFExpanisionUSA_500 Buffer
NFExpanisionUSA
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
WETLANDS_2006

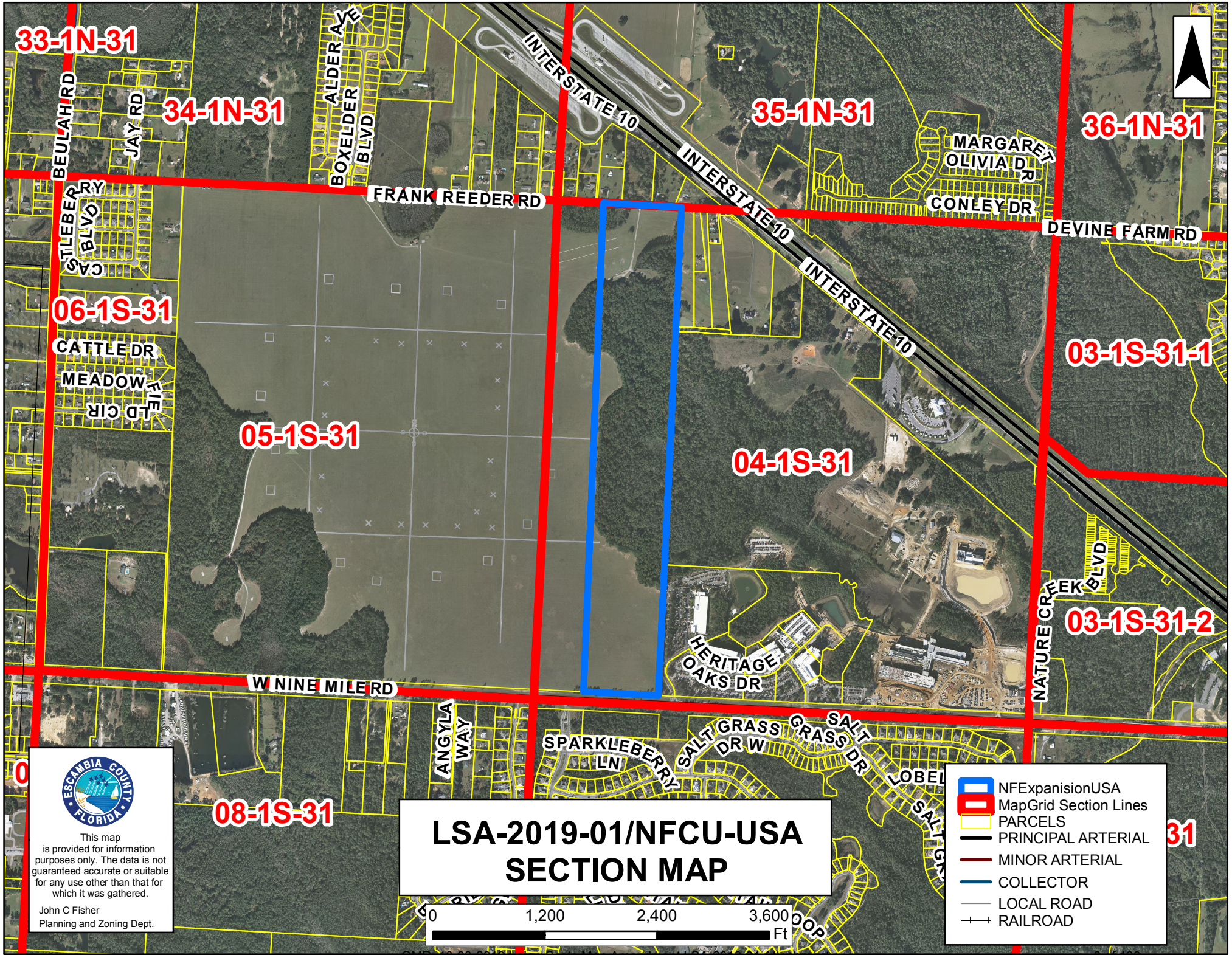

LDR
Agr
MDR
Pub
NONE
HC/LI
LDMU
Com
NAVY FERDERAL
CPA-2012-04
Z-2012-29
INTERSTATE 10
INTERSTATE-10
FRANK REEDER RD
CONLEY DR
DEVINE FARM RD
MARGARET OLIVIA DR
BEUEA HRD
JAY RD
ALDER AVE
BOXELDER BLVD
CASTLEBERRY BLVD
CATTLE DR
MEADOW FIELD CIR
W NINE MILE RD
HERITAGE OAKS DR
NATURE CREEK BLVD
ANGYLA WAY
SALT GRASS DR W
SALT GRASS DR
DAHOON DR
LSA-2019-01/NFCU-USA
ZONING MAP
0 1,200 2,400 3,600
Ft
NFExpanisionUSA_500 Buffer
NFExpanisionUSA
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.


BEUEA HRD
JAY RD
ALDER AVE
BOXELDER BLVD
INTERSTATE 10
FRANK REEDER RD
AG
MARGARET OLIVIA DR
CONLEY DR
DEVINE FARM RD
INTERSTATE-10
CATTLE DR
MEADOW FIELD CIR
P
NAVY FERDERAL
CPA-2012-04
Z-2012-29
MU-U
NATURE CREEK BLVD
HERITAGE OAKS DR
C
W NINE MILE RD
ANGYLA WAY
SPARKLEBERRY LN
SALT GRASS DR W
SALT GRASS DR
DAHOON DR
MU-S
LSA-2019-01/NFCU-USA
FLU MAP
0 1,200 2,400 3,600
Ft
NFExpanisionUSA_500 Buffer
NFExpanisionUSA
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.


LSA-2019-01/NFCU-USA
PROPOSED FLU MAP
NAVY FERDERAL
CPA-2012-04
Z-2012-29
P
MU-U
MU-U
MU-S
AG
C
FRANK REEDER RD
INTERSTATE 10
INTERSTATE-10
W NINE MILE RD
BEULAH RD
JAY RD
ALDER AVE
BOXELDER BLVD
CATTLEBERRY BLVD
CATTLE DR
MEADOW FIELD CIR
MARGARET OLIVIA DR
CONLEY DR
DEVINE FARM RD
HERITAGE OAKS DR
NATURE CREEK BLVD
ANGYLA WAY
SPARKLEBERRY LN
SALT GRASS DR W
SALT GRASS DR
DAHOON DR
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.
John C Fisher
Planning and Zoning Dept.
0
1,200
2,400
3,600
Ft
NFExpanisionUSA_500 Buffer
NFExpanisionUSA
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD




# Z-2019-08/LSA-2019-01
# PROPOSED NAVY FEDERAL CREDIT UNION URBAN SERVICE AREA EXPANSION




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.

John C Fisher
Planning and Zoning Dept.

# LSA-2019-01/NFCU-USA SECTION MAP

**PUBLIC HEARING SIGNS ON FRANK REEDER ROAD**

**FROM FRANK REEDER ROAD LOOKING SOUTHEAST AT SUBJECT PROPERTY**

**FROM FRANK REEDER ROAD LOOKING SOUTHWEST**

**FROM FRANK REEDER ROAD LOOKING WEST**

**FROM FRANK REEDER ROAD LOOKING NORTHEAST**

**FROM NINE MILE ROAD/US HIGHWAY 90A LOOKING PUBLIC HEARING SIGNS**

**FROM NINE MILE ROAD/US HIGHWAY 90A LOOKING EAST**

**FROM NINE MILE ROAD/US HIGHWAY 90A LOOKING NORTHWEST**

**FROM NINE MILE ROAD/US HIGHWAY 90A LOOKING WEST**

**FROM NINE MILE ROAD/US HIGHWAY 90A LOOKING NORTHEAST**

**FROM NINE MILE ROAD/US HIGHWAY 90A LOOKING NORTH AT SUBJECT PROPERTY**

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

## FUTURE LAND USE MAP AMENDMENT APPLICATION

### CHECKLIST

1. ✓ Owner(s) Name, Home Address and Telephone Number. An email address is optional (see form herein).
2. ✓ Letter of request, including reason(s) for map amendment and desired future land use category
3. ✓ Completed Application which includes (Notarized Affidavit of Ownership and Authorization, Notarized Affidavit of Ownership and Limited Power of Attorney if agent will act in owner's behalf, and Concurrency Determination Acknowledgement.)
4. ✓ Proof of Ownership (Copy of Warranty Deed or Tax Notice) Also need copy of Contract for Sale if the change of ownership has not yet been recorded.
5. ✓ Street Map depicting general property location
6. ✓ Legal Description of exact property area proposed for a future land use map amendment, including:
   - ✓ Street Address
   - ✓ Property Reference Number(s)
   - ✓ Boundary Survey
   - ✓ Total acreage requested for amendment
7. ✓ Land Use Map Amendment Application fee
8. ✓ Complete Data and Analysis (See applicable page herein)

## FUTURE LAND USE MAP AMENDMENT APPLICATION

Letter of Request

Escambia County is currently under contract to sell to Navy Federal Credit Union a portion of the former Navy OLF8 site, immediately adjacent to and west of NFCU's existing Beulah campus. A copy of the purchase agreement between NFCU and the County is attached as Exhibit A. The approval of this FLU Map Amendment Application is a condition precedent to the closing of that transaction.

The property currently has a FLU designation of "Public", a designation which exclusively provides for uses or facilities owned or managed by the Federal, State or county government or other public institution or agency. Upon completion of the County's sale to NFCU, the property will no longer be publicly owned or managed, making "Public" an inappropriate FLU designation. Amending the FLU map is necessary and clearly warranted.

As detailed below, NFCU is requesting the FLU map be amended to apply the MU-U and NFCU-USA designations currently held by its adjacent Beulah campus to the property at issue. The requested FLU map amendments will benefit the County, community and NFCU by permitting uniform FLU designations across NFCU's Beulah campus, to ensure and assist in its continued orderly development and use.

Please note that NFCU is simultaneously submitting a Rezoning Application, requesting a change to the current zoning classification of the property from "none" to "HC/LI" – a classification which mirrors that of NFCU's adjacent campus and is necessary for implementation of the requested FLU map amendments.

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT _____
LARGE SCALE FLU AMENDMENT ✓ LSA 2019-01
Current FLU: P Desired FLU: MU-U Zoning: _____ Taken by: A Lindsay
Planning Board Public Hearing, date(s): _____
BCC Public Hearing, proposed date(s): 8/17/19 transmittal
Fees Paid #2969.50 Receipt #_____ Date: 6/19/2019

**OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL**

Name: Escambia County Board of County Commissioners

Address: 221 Palafox Place, Suite 420

City: Pensacola State: FL Zip Code: 32502

Telephone: (850) 595-4970

Email: sgwest@myescambia.com

**DESCRIPTION OF PROPERTY:**

Street address: Currently unassigned but identified as Navy OLF8 – Frank Reeder Road; County has confirmed addresses to be assigned to the property subject to this Application are as follows: 5501 Frank Reeder Road and 9045 Security Place, both in Pensacola, FL 32526

Property reference number: A portion of 051S311101000000

Size of Property (acres): 98.03

Preliminary sketch survey and legal description of the property are attached as Exhibit B. Final survey is in-process and will be provided promptly upon receipt.

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

## FUTURE LAND USE MAP AMENDMENT APPLICATION
## AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

**By my signature, I hereby certify that:**

1) I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and

4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and

5) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

Signature (Property Owner) Printed Name Date

Signature (Agent's Name (or owner if representing oneself) Printed Name Adam Cobb Date 6/19/19

Address: 30 S. Spring Street

City: Pensacola State: FL Zip: 32502

Telephone: ( 850) 361-4865 Fax # (850) 434-5856

Email: acobb@esclaw.com

STATE OF Florida
COUNTY OF Escambia

The forgoing instrument was acknowledged before me this 19th day of June, year of 2019 by, Adam Cobb who ( ) did (✓) did not take an oath. He/she is (✓) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current _____ as identification.

Patricia M. Goliwas Patricia M. Goliwas

Signature of Notary Public Date Printed Name of Notary

My Commission Expires _____ Commission No. _____

(Notary seal must be affixed)

PATRICIA M. GOLIWAS
Notary Public, State of Florida
My Comm. Expires Mar. 27, 2020
Commission No. FF 952621

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

## AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at Navy OLF8 – Frank Reeder Road, Pensacola, Florida, Property Reference Number(s) 051S311101000000, I hereby designate Navy Federal Credit Union, for the sole purpose of completing this application and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the Board of County Commissioners, to request a change in the Future Land Use on the above referenced property This Limited Power of Attorney is granted on this 19 day of June, 2019, and is effective until the Board of County Commissioners has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Planning and Zoning Department.

| Signature of Property Owner | Date | Printed Name of Property Owner |
|---|---|---|
| | 19 JUN 19 | Keith Hoskins |
| Signature of Agent | Date | Printed Name of Agent |

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me this_____day of_____, year of _____, by_____who ( ) did ( ) did not take an oath. He/she is ( ) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current_____as identification.

| Signature of Notary Public | Date | Printed Name of Notary Public |
|---|---|---|

Commission Number_____My Commission Expires _____
(Notary seal must be affixed)

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

## AFFIDAVIT OF PURCHASER AND LIMITED POWER OF ATTORNEY

As contract purchaser from and authorized agent of the owner of the property located at Navy OLF8 – Frank Reeder Road, Pensacola, Florida, Property Reference Number(s) 051S31110100000. I hereby designate Emmanuel Sheppard & Condon and Adam C. Cobb, for the sole purpose of completing this application and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the Board of County Commissioners, to request a change in the Future Land Use on the above referenced property This Limited Power of Attorney is granted on this_____day of June, 2019, and is effective until the Board of County Commissioners has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Planning and Zoning Department.

19 JUN 19 — Keith Hoskins
Signature of Contract Purchaser — Date — Printed Name of Contract Purchaser

6/19/19 — Adam Cobb
Signature of Agent — Date — Printed Name of Agent

STATE OF Florida
COUNTY OF Escambia
The foregoing instrument was acknowledged before me this 19th day of June, year of 2019, by Keith Hoskins who (✓ did ( ) did not take an oath. He/she is (✓) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current_____ as identification.

Monica Macpherson — 19 June 2019 — Monica Macpherson
Signature of Notary Public — Date — Printed Name of Notary Public

Commission Number GG 202369 My Commission Expires 04-06-22
(Notary seal must be affixed)

MONICA MACPHERSON
MY COMMISSION # GG 202369
EXPIRES: April 6, 2022
Bonded Thru Notary Public Underwriters

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

**FUTURE LAND USE MAP AMENDMENT APPLICATION**
**CONCURRENCY DETERMINATION ACKNOWLEDGMENT**

Project name: Navy Federal Credit Union Partial Acquisition of Former Navy OLF8

Property reference #: Section 5 Township 1S Range 31

Parcel # a portion of 051S311101000000

Project Address: 5501 Frank Reeder Road and 9045 Security Place, both in Pensacola, FL 32526

I/We acknowledge and agree that no future development permit (other than a rezoning/reclassification) shall be approved for the subject parcel(s) prior to the issuance of a certificate of concurrency for such proposed development based on the densities and intensities contained within such future development permit application.

I/We also acknowledge and agree that no development permit or order (other than a rezoning /reclassification) will be issued at that time unless at least one of the concurrency management system standards is met as contained in the Escambia County Code of Ordinances, Part II, Section 6.04, namely:

(1) The necessary facilities and services are in place at the time a development permit is issued; or

(2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or

(3) The necessary facilities are under construction at the time a permit is issued; or

(4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision or construction of the facility or service must commence within one (1) year of the Development Order or Permit; or

(5) The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.

(6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

**I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS** 19th **DAY OF** June **, 20** 19

**Owner's signature** **Owner's name (print)** Adam Cobb

**Agent's signature** **Agent's name (print)**

## DATA AND ANALYSIS REQUIREMENTS

1. A comparative analysis of the impact of both the current and the proposed future land use categories on the following items, presented in tabular format, based on data taken from professionally accepted existing sources, such as the US Census, State University System of Florida, National Wetland Inventory Maps, regional planning councils, water management districts, or existing technical studies. The data should show that the infrastructure is available to support the most intense development allowed under the requested Future Land Use category, regardless of what type of development is proposed.

- Please note that there are currently no pending development requests before the County regarding the property. Any development will proceed only after obtaining those appropriate and necessary County, State and Federal approvals and permits.

A. Sanitary Sewer

ECUA has confirmed infrastructure and service are available to the property to service development under the requested FLU designations. See letters from ECUA attached as Exhibit C.

B. Solid Waste Disposal

NFCU will ensure provision of adequate solid waste disposal services during its ownership, development or use of the property, in accordance with the requirements of the Escambia County LDC. Any solid waste disposal issues will be appropriate addressed at the County Development Review phase prior to any development of the property.

C. Potable Water

ECUA has confirmed infrastructure and service are available to the property to service development under the requested FLU categories. See letters from ECUA attached as Exhibit C. Any potable water issues will be appropriately addressed at the County Development Review phase prior to any development of the property.

D. Stormwater Management

Any development of the property will be done in a manner to meet all applicable stormwater management statutes, regulations and permitting requirements. Any stormwater issues will be appropriately addressed at the County Development Review phase prior to any development of the property.

E. Traffic

NFCU's intended development of the property is for overflow parking and recreational areas and facilities to support its existing Beulah campus. Curb cuts are neither planned nor expected on 9 Mile Road at this time, and primary access to the property is expected to be through NFCU's adjacent campus. Based upon existing timelines, it is expected that the current Nine Mile Road widening project will be complete prior to completion of any development of the property. Any access and traffic issues will be appropriately addressed at the County Development Review phase prior to any development of the property.

F. Recreation and Open Space

As mentioned above, NFCU intends to use the property for recreational space and facilities, and further intends to allow the public access to certain portions of the same under reasonable conditions. Any recreation and open space issues issues will be appropriately addressed at the County Development Review phase prior to any development of the property.

G. Schools.

The requested FLU map amendment to NFCU-USA limits the property to non-residential uses (see, FLU5.1.11). As a result, the proposed amendment will not adversely affect school-related levels of service.

H. Power.

Gulf Power has confirmed infrastructure and service are available to the property to service development under the requested FLU categories. See letter from Gulf Power attached as Exhibit D.

The data and analysis should also support the requested future land use category by reflecting a need for that category. For example, a future land use request from Agricultural to Residential would need an analysis demonstrating the need for additional Residential acreage in the County.

2. Proximity to and impact on the following:

A. Wellheads (indicate distance and location to nearest wellhead).

County GIS records indicate the nearest wellhead is located near the intersection of Nine Mile Road and Gulledge Lane, approximately 10,800 feet east of the eastern boundary of the property. The property is well beyond the 1000-foot radius buffer surrounding the well indicated by The Source Water Assessment and Protection Program, and future development of the property poses no impact to the well.

B. Historically significant sites (available from Florida Master Site File, Division of Historical Resources; email *sitefile@dos.state.fl.us*) Request form attached.

A Phase I Archeological Study is currently underway and will be provided to County staff promptly upon completion. Any historically significant sites will be appropriately addressed at the County Development Review phase prior to any development of the property.

C. Natural Resources, including wetlands (a wetlands survey is highly recommended if wetlands are located on the property).

The County's own wetland survey of the property and balance of the OLF8 site is attached as Exhibit E. A Preliminary Threatened and Endangered Species Report dated June 18, 2019 prepared by 4D Environmental Consultants is attached as Exhibit F. Any natural resource issues will be appropriately addressed at the County Development Review phase prior to any development of the property.

3. An analysis of consistency with the Escambia County Comprehensive Plan, with reference to applicable sections therein.

The requested FLU map amendments are entirely consistent with the Comprehensive Plan.

The NFCU-USA was created to assure the provision of public facilities, infrastructure and services adequate to serve new development, to encourage efficient development patters and the efficient delivery of public services, while also protecting environmental and historical resources and facilities. The goals, objectives and policies of the NFCU – USA were all adopted specifically and singularly to assist in the long-term master planned development of NFCU's Beulah campus by helping identify, plan for, schedule and implement necessary infrastructure and services (See, Goal FLU 5 of the Escambia County Comprehensive Plan). Development principles within the NFCU-USA also include the following: (a) to promote efficient, compact, master-planned development to accommodate growth programs, patterns and facilities of NFCU, and (b) to encourage development and provision of support services and facilities onsite within the NFCU-USA to serve the daily needs of the employees and visitors to the site. (See, FLU 5.1.9 of the Escambia County Comprehensive Plan). In short, the NFCU-USA designation was adopted to facilitate and encourage the orderly growth management of NFCU's Beulah campus.

Upon completion of NFCU's purchase, the property will become a part of NFCU's Beulah campus. Amending the FLU map to include the property in the NFCU-USA designation will ensure that any future development and use is consistent with and in furtherance of the NFCU-USA goals and policies already in place and applicable to the balance of NFCU's existing campus. Additionally, FLU 5.1.11 of the Comprehensive Plan requires that MU-U be the FLU designation underlying the NFCU-USA. NFCU's requested FLU map amendments are consistent with the Comprehensive Plan.

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

# Florida Master Site File TRS Search

Preliminary Investigation of Previously Recorded Cultural Resources

To request a search for previously recorded cultural resources, fill in the **Township** (circle North or South), **Range** (circle East or West), & **Section** number(s) of your project area.

**Please include a photocopy of the appropriate USGS quad map with your project area clearly marked.**

***Township***: _____ (North **or** South) ***Range***: _____ (East **or** West)

***Sections*** (include all affected): _____

**County** (include all affected): _____ **USGS Quad** (if known): _____

---

***Township***: _____ (North **or** South) ***Range***: _____ (East **or** West)

***Sections*** (include all affected): _____

**County** (include all affected): _____ **USGS Quad** (if known): _____

---

***Township***: _____ (North **or** South) ***Range***: _____ (East **or** West)

***Sections*** (include all affected): _____

**County** (include all affected): _____ **USGS Quad** (if known): _____

---

***Township***: _____ (North **or** South) ***Range***: _____ (East **or** West)

***Sections*** (include all affected): _____

**County** (include all affected): _____ **USGS Quad** (if known): _____

---

Return To: Name: _____
Organization: _____
Phone: _____ Fax: _____
Address: _____
_____
Email: _____

**Agency/Permit/Project requiring search:** _____

## Florida Master Site File

Division of Historical Resources / R.A. Gray Building
500 South Bronough St., Tallahassee, Florida 32399-0250
Phone 850.245.6440 / Fax 850.245.6439 / Email *sitefile@dos.state.fl.us*

Office Use Only –H:\DEV SRVCS\FOR-000 Forms\Application Packet Forms-2016\Large & Small Scale Admendment\FLU Application New Fees 6_05_17.docx
(Note: print from Adobe (.pdf) version)

# PHASE I CULTURAL RESOURCES ASSESSMENT SURVEY OF A 98.03-ACRE PARCEL IN ESCAMBIA COUNTY, PENSACOLA, FLORIDA

**FINAL**

**PREPARED FOR**
**NAVY FEDERAL CREDIT UNION**

**BY**
**BENJAMIN W. STEWART**
**L. JANICE CAMPBELL**
**AEMIE NASH**

**PRENTICE THOMAS & ASSOCIATES, INC.**
**REPORT OF INVESTIGATIONS NO. 1530**
**JULY 2019**

This page intentionally left blank.

## Findings Summary Table

| Cultural Resources | Type | East (WGS84) | North (WGS84) | Eligibility Recommendation |
|---|---|---|---|---|
| PTA-01-2019 | Prehistoric Isolated Find | 465475 | 3378556 | Ineligible |

## ABSTRACT

In June of 2019, Prentice Thomas and Associates, Inc., was contracted by Navy Federal Credit Union to conduct a cultural resources assessment survey of a 98.03-acre parcel adjacent to the existing Navy Federal Credit Union Heritage Oaks Campus. The property is located in West Pensacola, approximately two miles east of Beulah, Florida in Section 4 of Township 1 South, Range 31 West, in southwestern Escambia County, Florida. The area consists of 98.03 acres of the U.S. Naval Reservation Outlying Landing Field 8 (OLF8) situated between West 9-Mile Rd (U.S. HWY 90 Alt) to the south and Frank Reeder Rd to the north, abutting the Navy Federal Credit Union Heritage Oaks Campus to the east. A detailed description of the project area (the OLF8 property that Navy Federal is acquiring) survey and survey legal description, as provided by Navy Federal to PTA, is incorporated into this report in Appendix A. The fieldwork was carried out by a two-person archaeological crew under the direction of a field supervisor. The crew conducted an intensive pedestrian survey and subsurface investigation over the entire tract, during which all surface and subsurface exposures were examined. This latter effort was augmented by systematic interval and judgmental shovel testing. A total of 131 (120 survey and 11 recording) 50 cm by 50 cm shovel tests were excavated. The effort resulted in the identification of one archaeological occurrence designated PTA-01-2019, a single unidentified prehistoric ceramic located in the southern portion of the project area. The archaeological occurrence is not eligible for nomination to the National Register of Historic Places (NRHP). No further work is recommended.

## ACRONYMS LIST

| | |
|---|---|
| AC | Artifact Concentration |
| amsl | above mean sea level |
| APE | Area of Potential Effect |
| ARPA | Archaeological Resources Protection Act |
| BCO | Baked Clay Objects |
| CFR | Code of Federal Regulations |
| DHR | Division of Historical Resources |
| ECUA | Emerald Coast Utility Authority |
| EPO | Elliotts Point Objects |
| ERP | Environmental Restoration Program |
| F.S. | Florida Statute |
| GIS | Geographic Information Systems |
| GUIS | Gulf Islands National Seashore |
| INQUA | International Union for Quaternary Research |
| IUGS | International Union of Geological Sciences |
| LABINS | Land Boundary Information System |
| NAGPRA | Native American Grave Protection and Repatriation Act |
| NEPA | National Environmental Policy Act |
| NHPA | National Historic Preservation Act |
| NPS | National Park Service |
| NRHP | National Register of Historic Places |
| NFCU | Navy Federal Credit Union |
| NWR | New World Research, Inc. |
| OIS | Oxygen Isotope Stage |
| PTA | Prentice Thomas & Associates, Inc. |
| RPA | Revised Probability Area |
| SEAC | Southeast Archeological Center |
| SHPO | State Historic Preservation Officer |
| USDA | United States Department of Agriculture |
| USFS | United States Forest Service |
| USGS | United States Geological Survey |
| UF/IFAS | University of Florida Institute of Food a& Agricultural Sciences Extension |
| UWF-AI | University of West Florida Archaeology Institute |

## TABLE OF CONTENTS


ABSTRACT ..... ii
ACRONYMS LIST ..... iii
TABLE OF CONTENTS ..... iv
LIST OF FIGURES ..... v
LIST OF TABLES ..... vi
CHAPTER ONE INTRODUCTION ..... 7
Synopsis of the Work ..... 8
Report Organization ..... 8
CHAPTER TWO ENVIRONMENTAL OVERVIEW ..... 9
Physiography ..... 9
Soils ..... 12
Surface Hydrology ..... 12
Paleoenvironment ..... 12
Summary ..... 14
CHAPTER THREE CULTURAL OVERVIEW ..... 15
Previous Archaeological Investigations – A Regional Overview ..... 15
Cultural Sequence ..... 16
Prehistoric Sequence ..... 16
Paleoindian: ..... 16
Late Paleoindian/Early Archaic-Middle Archaic: ..... 16
Late Archaic ..... 17
Deptford ..... 18
Santa Rosa/Swift Creek: ..... 19
Weeden Island ..... 22
Fort Walton/Pensacola ..... 24
Historic Period ..... 26
Indigenous People & European Contact: ..... 26
The American Period & Statehood: ..... 31
CHAPTER FOUR PROJECT METHODS & FINDINGS ..... 33
Background and Literature Search ..... 33
Previous Archaeological Investigations ..... 33
Setting ..... 37
Fieldwork ..... 40
Procedures ..... 40
Results ..... 41
Unexpected Discoveries ..... 41
Artifact Processing & Analysis ..... 41
Curation ..... 42
CHAPTER FIVE MANAGEMENT RECOMMENDATIONS ..... 43
Unit Summary ..... 43
REFERENCES CITED ..... 45
Appendix A ..... 59

## LIST OF FIGURES

Figure 1. Map of Florida showing project area in Escambia County ..... 7

Figure 2. Age of the surface sediments mapped across the Florida panhandle ..... 10

Figure 3. Map of 2013 project area (red) with 2019 survey tract (blue) overlaid ..... 33

Figure 4. Portion of original survey plat (date unknown), showing land ownership in the 2019 survey tract (blue) and adjacent NFCU land (red) to the east..... 35

Figure 5. Portion of the 1958 aerial photograph with overlay of project area..... 36

Figure 6. Portion of the 1978 (photo revised 1987) USGS Cantonment 7.5-minute quadrangle showing survey tract in relation to the Langley-Bell 4-H Center to the east..... 37

Figure 7. View of open field and wooded area within survey tract, facing southeast toward small military structure..... 38

Figure 8. View of obscured ground within the wooded area in survey tract..... 38

Figure 9. View of road remnant from military use in survey tract, facing south-southeast ..... 39

Figure 10. Map of NFCU survey tract showing SSTs and archaeological occurrence, PTA-01-2019 ..... 40

## LIST OF TABLES

Table 1. Summary of Cultural Resources Identified Within the Project Area ..... 34

## CHAPTER ONE
## INTRODUCTION

In June of 2019, Prentice Thomas and Associates, Inc. (PTA) was contracted by the Navy Federal Credit Union (NFCU) to conduct a cultural resources assessment survey (CRAS) of a 98.03-acre parcel of land in Escambia County, Florida (Figure 1). The property is located in West Pensacola, approximately two miles east of Beulah, Florida in Section 4 of Township 1 South, Range 31 West, in southwestern Escambia County, Florida. The 98.03 acres parcel consists of a portion of the U.S. Naval Reservation Outlying Landing Field 8 (OLF8) situated between West 9-Mile Rd (U.S. HWY 90 Alt) to the south and Frank Reeder Rd to the north, abutting the Navy Federal Credit Union Heritage Oaks Campus to the east. The detailed survey and survey legal description, as provided by NFCU to PTA, is incorporated into this report in Appendix A.

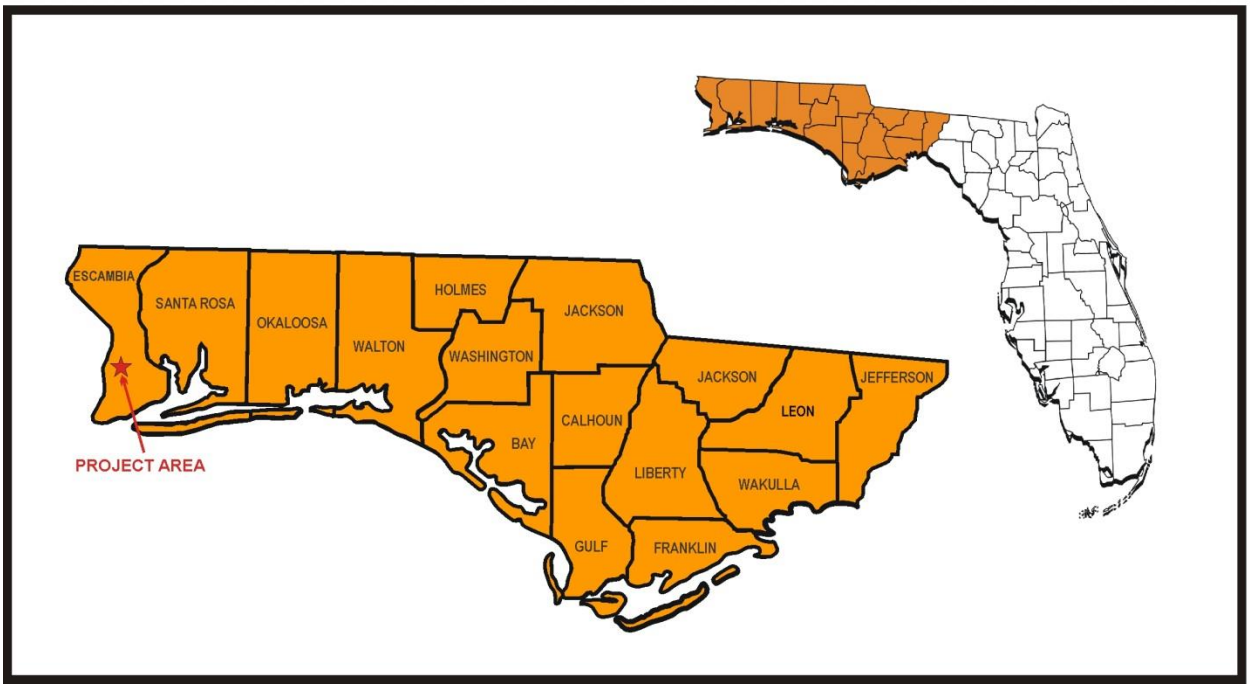



**Figure 1. Map of Florida showing project area in Escambia County**

This study was conducted to comply with Chapter 267 of the Florida Statutes and Rule Chapter 1A-46, Florida Administrative Code as well as the recommendations for such projects as stipulated in the FDHR's *Cultural Resource Management Standards & Operations Manual, Module Three: Guidelines for Use by Historic Preservation Professionals*. This study also complies with but is not limited to Public Law 113-287 (Title 54 U.S.C.), which incorporates the provisions of the National Historic Preservation Act (NHPA) of 1966, as amended, and the Archeological and Historic Preservation Act of 1979, as amended, and with the regulations for implementing NHPA Section 106 found in 36 CFR Part 800 (*Protection of Historic Properties*).

**Synopsis of the Work**

The CRAS was conducted in three stages: 1) background and literature search; 2) fieldwork; and 3) laboratory tasks and report preparation. The survey tract lies approximately two miles east of Beulah, Florida, within Section 4 of Township 1 South, Range 31 West (T1S-R31W) (Figure 2). The background and literature search consisted of examination of the Florida Master Site File (FMSF), historic imagery, such as plat maps, county maps, and quadrangles, as well as available aerial photographs, comparable literature, and the CRAS report on the existing campus (Aubuchon and Campbell 2013). The background search revealed no previously known sites within the project area. However, cultural resources were identified during the CRAS of the existing campus and review of the proposed development by the Division of Historical Resources (DHR) recommended a CRAS because of a potential for sites to be present within the current 98.03-ac tract.

The fieldwork was carried out by a two-person archaeological crew under the direction of a field supervisor. The crew conducted an intensive pedestrian survey and subsurface investigation over the entire tract, during which all surface and subsurface exposures were examined. This latter effort was augmented by systematic interval and judgmental shovel testing. A total of 131 (120 survey and 11 recording) 50 cm by 50 cm shovel tests were excavated. The effort resulted in the identification of one archaeological occurrence designated PTA-01-2019, a single prehistoric ceramic located in the southern portion of the project area. The archaeological occurrence is not eligible for nomination to the National Register of Historic Places (NRHP). No further work is recommended.

**Report Organization**

Chapter Two presents a summary of the regional environment, and a discussion of the culture sequence is presented in Chapter Three. Chapter Four describes project methods and findings. Chapter Five provides closing comments and management recommendations. A list of references cited follows the text. The survey and survey legal description, as provided by Navy Federal to PTA, is incorporated into this report in Appendix A.

# CHAPTER TWO
# ENVIRONMENTAL OVERVIEW

## Physiography

Physiographically, the project is situated within the Coastal Plains province, which in turn is composed of two divisions: the Western Highlands and the Gulf Coastal Lowlands. The division results from past events in which ancient seas eroded into the Citronelle Highlands (Western Highlands) and produced the Coastal Plains. The Western Highlands reaches a maximum elevation of 88 m (290 ft) above mean sea level (amsl) in northern Santa Rosa County and slopes subtly to the south. As sea level dropped episodically, it produced the Gulf Coastal Lowlands, which are generally less than 30 m (100 ft) amsl.

Of some geomorphic importance are the marine terraces created by the episodic fluctuation in sea level during the waxing and waning of glacial ice masses during the Late Cenozoic Era, particularly the Pliocene and Pleistocene Epochs. These features are depositional, and in some cases erosional, features developed on sandy, fossil-poor sediments ranging in age from the Pliocene to the Holocene Epochs (Figure 3).

The terraces are defined as landscape features rather than as stratigraphic or depositional units with distinctive lithologies. They slope gently seaward and often terminate landward via a shoreline scarp produced by wave erosion. There has been continuing debate regarding the age of these terraces and their location. On Eglin Air Force Base (AFB), Johnson and Fredlund (1993) recognize the following based on their geomorphological investigations: Silver Bluff Complex terrace; Pamlico terrace; Penholoway terrace; a high terrace complex consisting of multiple, poorly expressed surfaces (e.g., Sunderland, Wicomico); and an upland surface (possibly the Hazelhurst Terrace). A similar viewpoint was adopted by Marsh (1966) who found the discernment of terrace surfaces above the Penholoway to be highly problematic, identifying only a Pamlico shoreline at about 10 m (30 ft) amsl and a Penholoway shoreline at 21 m (70 ft) amsl, with an Upland Surface above that, hypothesized to be a composite feature including eroded terrace surfaces and siliclastics of the Pliocene Epoch Citronelle Formation. Marsh did not identify features corresponding to the Silver Bluff Complex in Escambia County. The Florida Geological Survey maps the Naval Federal area as Citronelle (Scott et al 2001; Scott 2001).

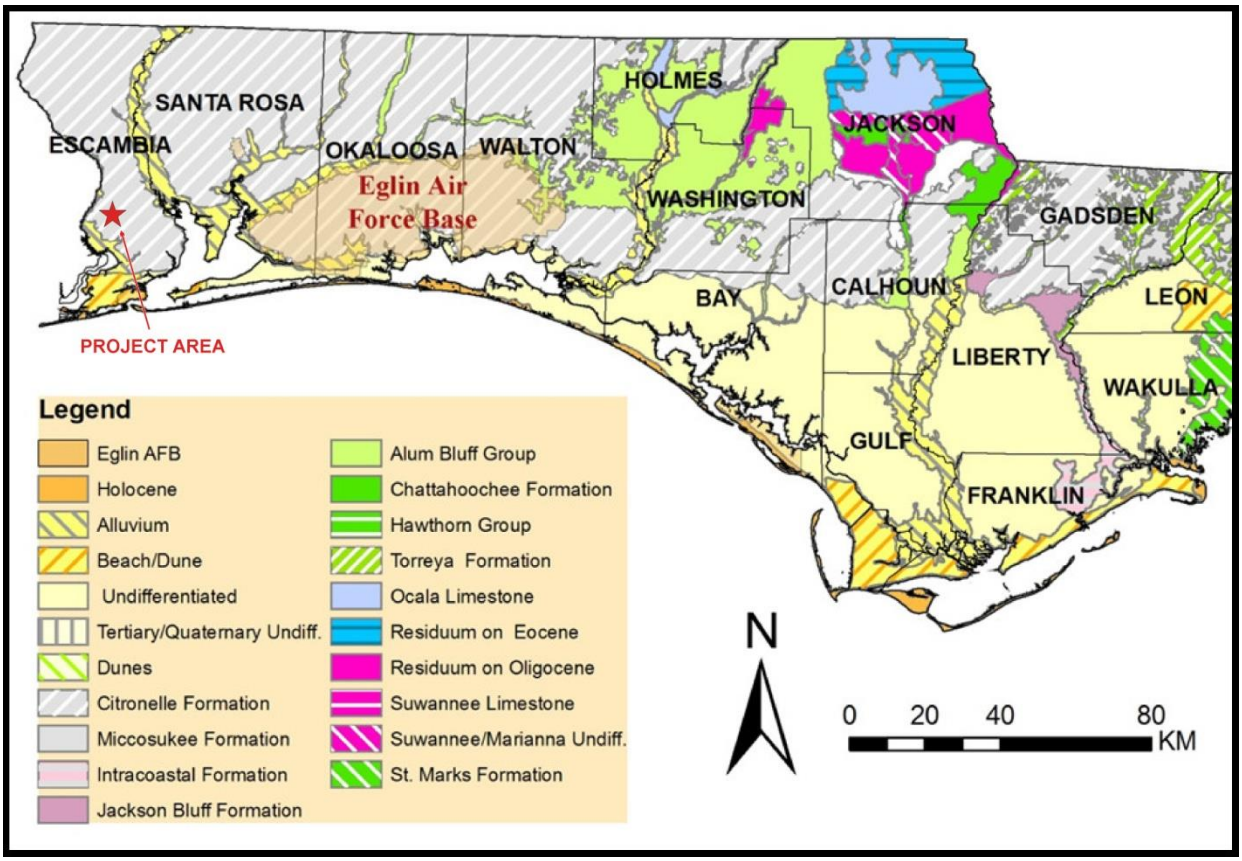



**Figure 2. Age of the surface sediments mapped across the Florida panhandle (from Means 2009)**

The ages of the terraces are not clear, as they are composed of sandy sediment largely lacking in definitive fossil evidence (Donoghue and Tanner 1992; Otvos 1992; cf. Colquhoun 1974; Hoyt and Hails 1974; Markewich et al. 1992). Terraces lower than the Sunderland have traditionally been considered Pleistocene Epoch features. However, there is no evidence that conclusively demonstrates a Pleistocene origin for terrace-like features in the Florida panhandle at elevations above more than nine meters amsl (Donoghue and Tanner 1992; Otvos 1992). A Pliocene rather than Pleistocene Epoch age is consistent for elevations above nine meters (30 ft) with the current continental ice sheets; the volume of the water tied up in the grounded[1] part of the Antarctic ice sheet is believed to be enough to raise mean sea level by about 73.5 m (*circa* 240 ft), and the volume of water in the Greenland ice sheet would effect a 7.3 m (24 ft) rise in sea level were it to melt (Bradley 1999; Cronin 1999).

[1] *Floating ice, including the Arctic icecap, would have no effect on sea level were it to melt.*

The Antarctic sheet is believed to have been a permanent feature since the Middle Miocene Epoch, about 14 Ma (Parrish 1998) and the Greenland ice sheet is believed to have been permanent since the Late Miocene Epoch about 7 Ma (Cronin 1999). Therefore, only times notably warmer than now would have had higher sea levels. Terrace surfaces above nine meters likely reflect the mid-Pliocene warm spell of 3.5 to 3.0 Ma as sea level is thought to have been 25 to 35 m higher (Otvos 1997) or still earlier events. Interpretation is complicated in northwest Florida by the possibility that the dissolution of limestone at rates estimated to be between one meter per 38,000 years and one meter per 160,000 years in the western Florida panhandle has led to isostatic uplift as sediments are loaded into the Gulf (Means 2009). The total uplift was estimated to have been anywhere from nine to 50 m since the Pliocene Epoch in a number of studies reviewed by Means (2009).

Paleo-temperature and sea level may be indirectly evaluated by study of isotope ratios, particularly oxygen isotope ratios, in marine sediments.[2] Oxygen Isotope Stage (OIS) ratio studies imply a considerable volume of ice since the Late Miocene Epoch (Parrish 1998:Figure 4). Furthermore, syntheses of marine isotope studies indicate warmer than present conditions in the Sangamon Interglacial Stage (OIS 5e) circa 140 to 126 thousands of years BP (Ka) and for OIS 11 circa 398 to 418 Ka, but at no other time in the Pleistocene Epoch (Lisiecki and Raymo 2005; Bradley 1999; Cronin 1999). Prior to 400 Ka, the next warmer than present episode appears to be OIS G3 circa 2650 Ka, (Lisiecki and Raymo 2005:Figure 4) which is Late Pliocene Epoch.[3] Hence, only the Silver Bluff and Pamlico terraces are likely to be of Pleistocene age.

Because sea level was at least 20 m lower than the current level after about 120 Ka until well into the Holocene (Saucier 1994:Figure 4; Bradley 1999:Figure 6.13), there is some doubt as to whether the Silver Bluff terrace could reflect a Middle Wisconsinan highstand. Johnson and Fredlund (1993:45) have suggested that the Pleistocene component of the Silver Bluff terrace complex could have been Middle Wisconsin and reflective of a *lower than present* sea level which is now at eight to 10 ft amsl due to subsequent uplift.

It has also been suggested that there may have been one or more highstands of +1 to +2 m (about the elevational range of the Silver Bluff) after *circa* 6000 BP. In that light, the Holocene component of the Silver Bluff may reflect a highstand of one to two meters above current mean sea level at about 6000 BP (Cronin 1999:401-404; Donoghue and Tanner 1992:238) or later (Balsillie and Donoghue 2004). However, recent studies of several northern Gulf Coast estuaries put sea level at circa -4 m amsl at 6000 BP, -2 m at 4000 BP, and -1 m at 2000 BP, so that a higher than present sea level at any time in the Holocene is controversial.

[2] Without going into detail, the oxygen isotope $^{16}O$ is preferentially sequestered in ice, rather than the $^{18}O$ isotope. Because the normal ratio of $^{16}O$ to $^{18}O$ is known, decreases in the ratio, symbolized $\delta^{18}O$, as determined in marine sediments are interpretable as increased ice volumes and, therefore, lower temperatures, while increases in $\delta^{18}O$ are interpretable as decreased ice and warmer temperatures (cf. Parrish 1998; Bradley 1999; Cronin 1999).

[3] The Pliocene-Pleistocene boundary is currently established as being at 2.588 Ma. It was reset by the International Union of Geological Sciences (IUGS) from 1.806 Ma to 2.588 Ma with the transfer of the Gelasian Stage from the Pliocene to the Pleistocene (Riccardi 2009).

Other major geomorphic features of the coast are a barrier island (Santa Rosa Island) and its associated lagoons and bays. This complex represents classic form and process for the Gulf Coast; geomorphic elements include river-mouth swamps and marshes, coastal terraces, the bay, and the barrier bar/island (Santa Rosa Island with its tidal inlet and associated tidal colk, marine tidal bar, tidal delta, active dunes, relict dunes, active bay-mouth spits, relict bay-mouth spits, and submerged shell reefs).

**Soils**

The project area is mapped as the Bonifay-Notcher-Troup association (United States Department of Agriculture [USDA] (2004). This association features generally well-drained soils on relatively level to moderately steep surfaces. This is an upland unit with soils exhibiting loamy surface layers and sandy subsurface layers and loamy subsoils or are loamy throughout. Major soil types the Notcher series on summits and side slopes, with Bonifay soils present on gently sloped summits and side slopes, while excessively drained Troup soils are on narrow summits and gently to moderately sloping side slopes. Also present are small areas of the Lucy, Malbis, Perdido, Lakeland, Red Bay, Albany, Pelham, and Cowarts series, as well as a few related series.

**Surface Hydrology**

Escambia County is bound on the west by the Perdido River, which also defines the Florida-Alabama boundary. Ponds of varying types and sizes exist within Escambia County, some of which were artificially created from stream impoundment. Many others reflect the collection of water in depressions underlain by clay or iron-cemented sandstone (Marsh 1966). Still others are rainwater-filled clay borrow pits, and likely related to the depressional ponds. Steephead ponds also occur (Marsh 1966), but no other types were in or near the immediate project area.

**Paleoenvironment**

At the Wisconsin maximum *circa* 22,000 to 18,000 BP, sea level was at -120 m (-390 ft) or deeper, exposing vast expanses of the present continental shelf (Coastal Environments 1977; Blackwelder et al. 1979; Fernald 1981:16). The Gulf shoreline may have been some 80 km (50 mi) south of the current shoreline, and the entire area at that time would have been high and dry (Hine 1997:Figure 11.1). The Choctawhatchee, Yellow, and Blackwater Rivers joined somewhat south of Pensacola and the combined system discharged into the Gulf of Mexico (Bart and Anderson 2004).

After a gradual warming period about 18,000 to 14,000 years ago, conditions began to warm more rapidly and sea level rose much faster, at a rate of about 0.45 cm/year, and by about 2.4 cm/year from 14,000 to 11,000 years ago. Pollen and paleontological studies have revealed a vegetation regime of open pine forests giving way to oak/hickory stands and local prairies (Fredlund and Johnson 1993). Late Pleistocene biotic communities had a fine grained, diverse nature without modern counterparts; for example, there were widespread extinctions of many megafauna species 12,000 to 10,000 years ago (Graham and Lundelius 1984). The warming trend

was briefly reversed by a cool spell, usually referred to as the Younger Dryas between 11,000 and 10,000 BP (12,800 to 11,500 cal BP).

The Younger Dryas was the last great Pleistocene cold snap, and its end (cal 11,500 BP) is considered to be the start of the Holocene. By cal 10,000 BP the Laurentide deglaciation was well advanced, and a recent sea level curve for the Gulf of Mexico puts sea level in the northern Gulf at approximately -19 m (-62 ft) and rising at a rate of 9 mm/yr (Milliken et al. 2008). These data place the Gulf shoreline some eight to 13 km (five to eight miles) south of Perdido Key.[4]

By the time that humans had arrived in Florida sea level would have been about 35 m lower than now (Bradley 1999:Figure 6.50).[5] Thus Paleoindians occupied a "Florida" twice its modern size, so that present-day coasts were inland, even upland, areas and late Pleistocene shorelines in the Gulf of Mexico were located as much as 120 to 150 km seaward of their modern locations. It is not difficult to see why Paleoindian period coastal sites have yet to be discovered in Florida—they are submerged beneath fathoms of ocean water, kilometers offshore (Stright 1986). Between 9,000 and 5,000 years ago the North American climate became warmer and drier than it currently is, an interval variously referred to as the climatic optimum, Atlantic, or Hypsithermal (Pielou 1991).

Otvos (2004:115) indicates that there was considerable aeolian activity in the northern Gulf of Mexico in the Hypsithermal, one episode between 10,500 and 8,500 BP, and a second between 6,800 and 5,700 BP. Dune formation is known to have been active on the northern Gulf of Mexico coastal plain circa 9900 – 5100 OSL/TL years ago, due to arid conditions and related causes (Otvos 2004, 2005; cf. Ivester et al. 2001; Ivester and Leigh 2003). Otvos (2004) indicates the development of a semi-continuous belt of dune fields and sand sheets in southeastern Alabama and northwestern Florida some 390 km long and two to three kilometers wide with elevations of up to 22 m (72 ft) amsl.

Fredlund and Johnson's (1993) fossil pollen analysis from four selected sites on Eglin AFB provides data that help reconstruct the Holocene history of the pine-oak forests of the region. The data show that an accumulation of the pollen-bearing, limnetic and peaty sediments at these sites was initiated by a major climatic shift around 8400 BP. At that time the climate appears to have rapidly shifted from one of less annual rainfall to a more mesic, but seasonally variable moisture regime. Lightning-producing spring storms, as part of the new climatic regime, created the right conditions for frequent fires, resulting in the rapid rise of longleaf pine as the dominant tree in the Southern Evergreen Forest. Following the 8400 BP climate change, cypress and tupelo (*Nyssa sylvatica* var. biflora) soon invaded the shallow upland basins.

[4] *Sea level would have been -18 ft circa cal 6000 BP and -6 ft circa cal 3000 BP (after Milliken et al. 2008:Figure 5).*

[5] *According to Th/U (thorium-uranium) dated corals at Barbados (Bradley 1999).*

Changes in pollen percentages and accumulation rates for tree and shrub taxa document a 1,200-year period of vegetational readjustment following the 8,400 BP onset of the change in climate. During this readjustment, oaks, the established dominant trees in the open, xeric forests prior to the climatic change, realized a substantial but short-lived (300 years) increase in biomass at the onset of the more mesic conditions. As the established oaks, pines and other trees reached maturity and began to die of old age, recruitment of fire-tolerant longleaf pine seedlings far exceeded that of oak and other deciduous trees. This trend continued until about 7200 BP, when the longleaf pine forests reached a dynamic equilibrium equivalent to that of the historically documented forests within the region.

Translating these data into archaeological interpretation of prehistoric populations, the Paleoindians and Early Archaic people seem to have been exposed to far greater environmental diversity than later groups. Throughout the entirety of the archaeological record, however, the climate and associated flora and fauna certainly had an influence on the extent to which the study area was occupied/utilized, selection of habitation areas as well as those for resource exploitation, and technological issues to maximize exploitation practices.

**Summary**

In summary, Northwest Florida has been a dynamic environment, exhibiting fluctuations in sea level, periods of increased warming and cooling, and differences in both the flora and fauna as a result of the consequent environmental changes. The differing environmental conditions have had a concomitant effect upon human populations since Paleoindians first appeared in the region. The stabilization of sea level and accompanying establishment of the modern climate has meant greater consistency in the environment to which humans adapted, but there exists great variation in these adaptations in response to cultural influence. Both adaptation to environmental conditions and cultural factors are reflected in the archaeological record, as discussed in the subsequent chapter.

# CHAPTER THREE
# CULTURAL OVERVIEW

## Previous Archaeological Investigations – A Regional Overview

Formal archaeological investigations in the north-central Gulf Coast region began with Sternberg's (1876) excavations at the Bear Point site (1BA1), located on the eastern shore of Perdido Bay. This work listed burials and artifact assemblages and produced a collection of shell-tempered vessels. In the 1880s, Walker (1885) identified shell middens in the Pensacola and Choctawhatchee Bay systems and provided fairly complete descriptions of the archaeological materials encountered.

At the turn of the century, C. B. Moore (1901, 1918) visited the northern Gulf Coast and investigated numerous sites. Among these were Bear Point (1BA1), Santa Rosa Sound (8SR1), Graveyard Point (8SR3), Maester Creek Mound (8SR870), Fort Walton Temple Mound (8OK6), and Hogtown Bayou (8WL9). Primarily interested in the spectacular mound and burial sites, Moore published detailed descriptions of his work in the Journal of the Academy of Natural Sciences of Philadelphia. He described mortuary practices and documented differences in pottery styles between the Mobile-Pensacola and Apalachee Bay regions (Willey 1949:24-25).

W. H. Holmes (1903), one of the most significant archaeologists of his day, analyzed Moore's ceramic collections from Bear Point on Perdido Bay, as well as several site collections recovered along Choctawhatchee Bay. His work identified three major ceramic ware groups: the Mobile-Pensacola, the Apalachicola, and the Appalachian (Willey 1949:27). Holmes observed the similarities and differences among these wares, and noted that a decrease in the Mobile-Pensacola ware and an increase in the Apalachicola ware occurred between Choctawhatchee Bay and the Apalachicola River.

The next substantive archaeological work undertaken in the region was conducted by Gordon Willey (1949). In his monumental Archeology of the Florida Gulf Coast, Willey (1949) developed a prehistoric chronological framework and produced the first ceramic typologies for the Gulf Coast. Both are still applicable today.

With the advent of cultural resources management, responding to government and private sector needs to fulfill obligations under Sections 106 and 110 of the NHPA, many studies have been undertaken, with UWF consistently active in both regulation-driven and academic research projects. Former UWF president, Judith Bense (1994), published a comprehensive overview of the cultural history of northwest Florida based on the university's work as well as that of other researchers. A sample of projects by UWF graduate students shows a wide range of study and resulted in theses, such as one on predictive modeling at the Presidio de Santa Raria de Galve (Chapman 1998; Harris 1999; Wilson 2000), lithic production trajectories and prehistoric settlement patterns, and architectural variation at the three Pensacola presidios (Green 2009). Phillips (1996, 1998) has conducted survey and extensive investigation of water-powered mills in the Pensacola/Escambia County area, including the documentation of what are essentially industrial towns. UWF also has a full-time maritime program that has surveyed the Pensacola waterfront, conducted work at Fort Pickens, and undertaken investigation at a number of wrecks.

Cultural resources contractors have been also been involved in a wide variety of work in the study area. PTA has been working in the region since 1982, and multi-year investigations at nearby Eglin AFB led to a detailed refinement of the culture sequence that is widely referenced by regional archaeologists (Thomas and Campbell 1993). Other projects have included investigations at Pensacola Naval Air Station (Mikell 1998) and monitoring at Fort Pickens during which they consulted with UWF staff (Aubuchon 2013). There are numerous records of surveys and other cultural investigations relevant to the northwest Florida region (e.g., Curren 1987; Mikell and Quinn 2004). Pensacola and surrounding areas have a long and rich cultural history, which continues to generate the need for archaeological and historic inquiry and will do so for the foreseeable future.

## Cultural Sequence

### Prehistoric Sequence

**Paleoindian:** The earliest point cluster presented by Farr (2006:111) is the "Fluted Lanceolate Cluster." Among the points he includes in this cluster is Clovis, isolated examples of which have been found in the study area. Examples have been retrieved from shallow waters of area bays, but overall archaeological evidence of these early people is slim in this part of northwest Florida. Deeply buried deposits are possible, but there is also the issue of sea level. These early populations roamed a landmass considerably larger than present-day Florida. If the manufacturers of the classic fluted Paleoindian points were intensively exploiting the coastal zones of this region, evidence for the bulk of their presence may now lie offshore.

**Late Paleoindian/Early Archaic-Middle Archaic:** There has been a substantial advancement in understanding these populations through an increase in the discovery of intact components over the last decade. The components have been recognized by Bolen Side-notched and Bolen Corner-notched points, which have been commonly found in the area. The suite of point types has expanded to include Dalton, Palmer, Kirk Corner-notched, Wacissa, Arredondo, Kirk Stemmed, and Hamilton, and a couple of less common types.

The chronological implications of the diagnostic points have been established in part by a compilation of radiocarbon dates made available on the Southeastern Archaeological Center (SEAC) website, although the ranges of these dates are, in some cases, broad and often overlapping. Morphological attributes have also been used as a basis for relative chronology (cf. Anderson and Sassaman 1996; Farr 2006; Faught and Waggoner 2012). Within the study area, the Late Paleoindian/Early Archaic sequence seems to start with Farr's (2006:111) "Dalton Cluster" (about 12,500 to 11,500 BP), and there is evidence of a relatively large and widespread occupation in the early part of the sequence. Less frequent, Suwannee/Simpson points are included in the cluster, with a suggested date coeval with Dalton, about 12,500 to 11,500 BP (Farr 2006:39, 42). Hardaway falls in Farr's (2006:111) "Transitional Side-notched Cluster," generally dating to 11,500 to 11,000 BP, but these points are relatively sparse.

Farr's (2006:107) "Early Notched Cluster" includes points with side and corner-notched bases, with a range from around 11,000 to 9,750 BP. Representative types include Bolen Side-notched, Bolen Corner-notched, Kirk Corner-notched, Palmer, and Wacissa. Farr (2006) believes Wacissa is transitional between notched and stemmed forms.

The "Archaic Stemmed Cluster" in Farr's (2006:111) sequencing includes a variety of points found in northwest Florida, including Kirk Stemmed, Kirk Serrated, Arredondo, Hamilton, and Sumter. Dating about 8,900 to 8,000 BP (Farr 2006), Kirk Stemmed/Serrated represents the early stemmed tradition. Sumter is less securely dated to between 9,500 and 5,700 BP. The other three are bifurcates, which may be dated to around 9,500 to 8,500 BP. The bifurcates (e.g., Hamilton) saddle the Early Archaic to Middle Archaic span depending which researcher is being cited.

There has been discussion of a hiatus or abandonment of the area in the Middle Archaic as a result of climate change. Thomas et al. (2008) report no dramatic decrease in the Archaic Stemmed Cluster to support a complete exit out of this part of northwest Florida. Instead, they suggest Middle Archaic populations may have responded to climatic shifts—and the effects on exploitable resources—by technological and settlement changes, some of which may not be well recognized in the archaeological record yet.

**Late Archaic:** The Late Archaic lithic industry is marked by points referred to as the Florida Archaic Stemmed type. This "type" encompasses points such as Marion, Putnam, and Levy. Examples of other Late Archaic types include Mud Creek, Baker's Creek, and the Destin point (Thomas and Campbell 1993).

During the Late Archaic, portions of northwest Florida were part of what is called the Elliotts Point Complex, a local manifestation of the Poverty Point Complex in the Lower Mississippi Valley (Lazarus, 1958; Webb 1982). Radiocarbon dates bracket Elliotts Point between about 2,500 BC and 600 BC (Campbell et al. 2004). Sometime after its initial appearance, the Elliotts Point complex fluoresced into its classic form, marked by a distinctive artifact inventory that includes well-formed baked clay objects (BCOs), known as Elliotts Point objects (EPOs) for

their similarity to Poverty Point objects, steatite vessels and ground stone, microliths, and exotic items indicative of participation in the Poverty Point trade network.

Sites tend to cluster in eco-zones where numerous exploitable resources are present (Webb 1982; Thomas and Campbell 1993). Additionally, there is evidence of accretional mounds, at least one of which (8WL90) may have been a redistribution center (Thomas and Campbell 1993; Campbell et al. 2004). Investigations in the area around that mound site have found evidence of specialized workshops 8WL92 (e.g., production of drills). The separation of the lithic workshop from the mound is reminiscent of the community patterning at Poverty Point (Thomas and Campbell 1991, 1993).

The issue of when fiber-tempered pottery entered the Late Archaic culture is noteworthy as it has been the subject of discussion among researchers as to when it arrived in assemblages, how important it was, and why the quantities are overall quite low as noted by Campbell et al. (2004). It is clear from radiocarbon dates that steatite vessels were in the study area well before fiber-tempered pottery. 8WL1005, located in the Alaqua drainage, attests to that observation. While the bowls themselves were made on non-locally available resources, they were cached at the site, an indication that someone intended to return to that location, possibly as a collection camp, at a later time.

Campbell et al. (2004) suggest fiber-tempered pottery may have been a late addition to the assemblage. If fiber-tempered pottery was a late arrival into this area, it would support Sassaman's (1993) posture on the slow and erratic movement of pottery after its introduction on the Atlantic Coast. He believes that part of the reason for the delayed appearance of pottery west along the Gulf Coast lies in the control of trade networks. Essentially, the people who controlled the Late Archaic trade networks probably enjoyed prestige and power and were likely also influential in shaping the direction and pace of technological change in a given region. Extremely important in that network was the trade of steatite for use as containers. Pottery vessels presented a direct threat to the value of steatite. Thus, the powerful Poverty Point trade network, viewed by some as the perfect conduit for the diffusion of pottery, may have instead worked to stall its spread and acceptance across the Southeast.

**Deptford:** Around 600 BC Deptford populations settled in local villages in coastal areas, practicing a subsistence strategy that included shellfish collection, collection of plant resources, hunting, and fishing. They produced coiled ceramics tempered with sand and sand/grit and decorated by stamping. Among the types are Deptford Bold Check Stamped, Deptford Linear Stamped, and Deptford Simple Stamped (Bense 1994).

Deptford settlement was characterized by large villages that were probably occupied year-round. In addition to the central base villages, numerous small Deptford artifact scatters and shell middens are found throughout the region. Many of these probably represent camps that were visited by village occupants for the purpose of resource exploitation.

Ample evidence of subsistence exists, with middens indicating the Deptford people were engaged in the harvesting of shellfish. Oyster predominates, but rangia, quahog, stromb, and whelk represent minor occurrences along with incidental amounts of Pecten, moon snail, and Fasciolaria. However, it is unlikely that shellfish accounted for a major part of the diet. Floral remains suggest gathering was also a subsistence pursuit, while faunal remains from Deptford sites reveal that the occupants were actively hunting and fishing as well. DeFrance's (1985) analysis of fish remains from Pirates Bay (8OK183) identified blue runner, Jack Crevalle, sheepshead, striped mullet, southern flounder, marine catfish, black drum, red drum, speckled trout, white trout, bluefish, and some evidence of barracuda, sea bass, and shark. Other faunal remains represented in the Deptford middens include white-tail deer, gray squirrel, rabbit, opossum, rodents, striped skunk, muskrat, and black bear. Migratory fowl and reptiles have also been recovered.

The Deptford culture in the study area overall appears quite different from that found to the east. The absence of mounds in the study area is one difference and the apparent non-participation in the Yent ceremonial complex is another. Instead, it appears that the Deptford people here disposed of their dead in graves within or adjacent to their villages (Thomas and Campbell 1993).

Deptford culture seems to have endured over a long period of time, reflecting a population that was conservative and slow to change. Change did come around 50 BC when influence from Marksville to the west and Swift Creek to the east becomes evident. These changes are manifested as the Okaloosa phase, defined by Thomas and Campbell (1985) on the basis of their work at the Pirates' Bay site on Santa Rosa Sound in Okaloosa County, Florida, and confirmed by University of West Florida excavations at the Hawkshaw site (8ES1287) in Pensacola, Florida (Bense 1985, 1994). Similar sites have been found within the area from Escambia through Walton counties (Thomas and Campbell 1993; Bense 1994).

Radiocarbon dates bracket the Late Deptford Okaloosa phase between about 50 BC and AD 150 (Bense 1985, 1994; Thomas and Campbell 1985). The artifact inventory was characterized by a continuation of Deptford pottery, the presence of classic Santa Rosa series sherds, some Marksville remains, and crude, incipient Swift Creek styles. It was a time of renewed or increased influence from the west and, with the introduction of the Swift Creek styles from the east, the Okaloosa phase potters were actively engaged in ceramic experimentation. The lithic assemblage is distinguished by the presence of small, backed white quartz pebbles that appear to have been specialized tools. These items appear in Santa Rosa/Swift Creek assemblages as well.

**Santa Rosa/Swift Creek:** Radiocarbon dates from Santa Rosa/Swift Creek sites in the Pensacola (Phillips 1992) and Choctawhatchee (Thomas and Campbell 1993) neighboring bay systems indicate a 300-year cultural span, in the former it extended from about AD 350 to 650 and in the latter, it extended from around AD 150 to 450. Bense (1992) observes a similar temporal disparity between the dates of the preceding Late Deptford culture in these bay systems: 50 BC to AD 150 around Choctawhatchee Bay (Thomas and Campbell 1984), but the culturally similar Hawkshaw phase in the Pensacola Bay area has been dated to AD 260 (Bense 1985). Bense (1992) attributes this to diffusion lag in pottery styles. She is quick to point out, however, that

understanding the dynamics of these cultures between two bay systems in such close proximity requires a better sample of radiocarbon dates from solid contexts.

Some variation within Santa Rosa/Swift Creek has been suggested in assemblages examined by Thomas and Campbell (1993). At 8WL58, they reported high percentages of plainwares, with the best represented decorated types being Swift Creek Complicated Stamped, Basin Bayou Incised, Franklin Brushed, and Santa Rosa Punctated. Other complicated stamped types were only minor occurrences and check stamping was rare to absent. Franklin Plain rims displayed a wide range of treatment from undulating rims to classic piecrust styles and lip treatment included incising, punctuating, and notching.

The assemblage of later Santa Rosa/Swift Creek sites (e.g., 8WL36) was described as strikingly consistent, being marked by a variety of Swift Creek Complicated Stamped designs. Other types in the later assemblage included St. Andrews Complicated Stamped, West Florida Cord Marked, Crooked River Complicated Stamped (in minor quantities), Alligator Bayou Stamped, Santa Rosa Stamped, Basin Bayou Incised, occasional Gulf Check stamped, and Franklin Plain. Noticeably infrequent was the type New River Complicated Stamped, a presumably early marker of Santa Rosa/Swift Creek and one that was found in association with the Okaloosa phase of Late Deptford (Thomas and Campbell 1985; Bense 1985).

A distinctive pottery type not found in earlier components exhibited a bold check stamp and raised dot in the center of the check stamp, similar to Sun City Complicated Stamped. Found in Walton County at 8WL36, it was named for the type site, Horseshoe Bayou Complicated Stamped to distinguish it as part of the northwest Florida Late Santa Rosa/Swift Creek assemblage. Penton (1970) described finding 10 sherds with similar raised dots at the Bird Hammock site in Wakulla County and observed that similar sherds were found at the Refuge Tower site in the St. Marks National Wildlife Refuge. Additionally, Sears (1963) reported a single sherd of this type from the Tucker site in Franklin County. The Horseshoe Bayou Complicated Stamped sherds seem to be part of the overall complicated stamping tradition that dominates the latter part of the Santa Rosa/Swift Creek cultural era.

There was diversity in raw material of chipped stone points which were usually made on Tallahatta quartzite, and less frequently, non-local gray or rose chert. Morphologically, some of the points are similar to the Columbia type, although Phelps (1966, 1969) refers to them as Swift Creek points. Bradford points are also found in these contexts. There was a unifacial industry on Two Egg chert and the opaque citrus section industry evident in Deptford continued, but to a lesser degree. Bone tool production was also important, more so it seems in later assemblages.

Researchers have observed several patterns in the distribution of Santa Rosa/Swift Creek sites, with an emphasis on coastal settings (Thomas and Campbell 1993; Bense 1992). Despite intensive survey of interior locations in this part of northwest Florida, very little evidence of Middle Woodland activity has been identified (Thomas and Campbell 1993; Bense 1983). Bense (1992) states that these results "support the theory the Indian population during these periods was

concentrated on the coastal strip, and the interior was essentially vacant and used only for special-purpose, short-term activities."

The second pattern observed is in site configuration, with three types of characteristic midden arrangements: ring middens, linear middens, and small midden dumps. Ring middens are large, with well-formed rings a meter or higher, and clean central plazas. These take the form of a complete ring or are horseshoe-shaped. Testing at these sites has generally shown the interior plaza to be sterile or nearly so (Thomas and Campbell 1993; Bense 1992).

The third pattern observed in Santa Rosa/Swift Creek sites is site class, to which Bense (1992) references the three identified by Phelps (1969) and Penton (1974): multi-mound centers, middens with mounds, and middens without mounds. No multi-mound centers have been identified in northwest Florida or even close to the region. However, there is evidence of mounds with midden. Large and small midden sites are found in quantity throughout the coastal zone of northwest Florida, and there is strong evidence of clustering in the spatial distributions (Bense 1992; Thomas and Campbell 1993). These sites display the assemblage traits noted above, with some temporal variation as noted.

Bense (1992) cites six Santa Rosa/Swift Creek burial mounds in northwest Florida, and reliable information on contents is available on four. Cremations have been identified as well as multiple skull burials, with interments sometimes covered with shell. Most of the offerings were ceramic vessels, some deliberately placed as ceremonial caches.

Subsistence studies (Thomas and Campbell 1990, 1993; Phelps 1969) indicate the shell middens are made up of either oyster or rangia, which differ in their salt tolerance. In areas with low salinity, rangia (marsh clams) dominate the middens, whereas oysters compose the major shellfish in more saline areas. Other shellfish regularly exploited were mercenaria, lightning whelk, coquina, scallop, and conch. While shellfish remains dominate the bulk of the shell middens, fish contributed more heavily to the diet, with the same variety of types as those discussed previously for Deptford. Deer, reptile, and bird remains also indicate the importance of hunting.

Santa Rosa/Swift Creek ceremonialism is manifested in the area by the mounds noted above. Additionally, there is the recovery of certain artifacts often associated with ritual practices, pipes being one example, and even the ring midden configuration may imply ritualistic activity (cf. Bense 1992; Russo et al. 2009). One case in point are burials in the plaza of the Bernath site (8SR986) in Santa Rosa County that led Bense (1992) to suggest that ring middens may have been sociopolitical centers. The plazas of these middens were hypothesized to have served the social and burial needs of resident leaders. However, not all such interiors of ring middens have yielded burials and most, as noted, are devoid of much in the way of material goods. It may be that ceremonialism declined toward the end of Santa Rosa/Swift Creek, possibly as a result of waning influence from Marksville and Hopewell cultures that ushered in the Santa Rosa pottery styles early on. If so, late Santa Rosa/Swift Creek populations in this region may have altered belief systems, burial traditions, manifestations of ceremonial behavior and/or other aspects of their cultural religiosity.

**Weeden Island:** Remains of Weeden Island occupations are literally broadcast over this part of northwest Florida. Although coastal settlement continued, the interior patterns of distribution reflect a sharp change in land use from that evidenced by the occurrence of Deptford or Santa Rosa/Swift Creek sites.

Although this is a well-studied era in prehistory, gaps in issues remain. The issue of chronology is a case in point. In the late 1930s, Willey and Woodbury defined two phases of Weeden Island, distinguished from one another on the basis of relative frequencies of complicated stamped versus check stamped ceramics. Willey (1949) later expanded his definition, characterizing Weeden Island I as a culture that continued to produce Swift Creek Complicated Stamped wares in addition to Weeden Island ceramics. Weeden Island II was characterized by a preponderance of Wakulla Check stamped pottery and plain wares and the disappearance of complicated stamped types (Willey 1949:396-397).

His definition basically held sway over archaeological interpretations for the next 25 years. In the 1970s, Percy and Brose (1974) defined five phases of Weeden Island for midden sites in the Apalachicola region. As outlined by Percy and Brose (1974:6), Weeden Island 1 is characterized by a few Weeden Island series incised and punctated types, such as Carrabelle Incised, Carrabelle Punctated, Keith Incised, and Weeden Island Incised, and a predominance of late variety Swift Creek Complicated Stamped. In Weeden Island 2 there is greater variety of Weeden Island types. Weeden Island 3 sees the introduction of Wakulla Check stamped and a slight decline in the importance of complicated stamped wares. In Weeden Island 4, complicated stamping disappears altogether, and Weeden Island 5 is characterized by a dominance of check stamping, a limited quantity of incised and punctated types, and a minor occurrence of corncob-impressed pottery.

Thomas and Campbell (1993) suggest that while Willey's (1949) scheme may have been too broad, Percy and Brose's (1974) phase sequence for midden sites may have been too narrow. White (1981:645) had earlier pointed out the difficulty in many cases in distinguishing between occupations dating to Weeden Island 1, 2, 3, 4, or 5 using the markers designated by Percy and Brose (1974). Using radiocarbon dates in combination with ceramic assemblage traits, New World Research (NWR) (Thomas and Campbell 1993) proposed alterations to the sequence. They examined the applicability of the sequences of Willey (1949), Percy and Brose (1974), and NWR's three-part sequence developed for the St. Andrew Bay region (Mikell et al. 1989). Again, it was based on the relative frequencies of certain ceramic types. Their analyses produced findings contradictory to traditional thoughts on the appearance of certain pottery traits. A main concern was whether ceramic type *frequencies* might have had less to do with temporal variation in emergent Weeden Island populations and more with form and function. If the form and function may have been more important than previously believed, it would cast doubt on the *a priori* assumption that sites dominated by Wakulla Check Stamped sherds were *per force* late.

On the issue of form and function over chronology, Fewkes (1924) was the first to notice that certain decorated pottery types were present in burial mounds, while village contexts were dominated by plain wares. Sears (1963) called the differential occurrence of pottery the sacred-

secular dichotomy. The dichotomy was based on the belief that elite pottery, presumed to be more difficult and time-consuming to manufacture than plain wares or paddle-stamped ceramics, was produced by craftsmen. Examples of elite wares include finely incised, punctated, and painted decorations, along with applied effigies and other elaborate treatments.

The differential distribution of the elite versus utilitarian pottery at Weeden Island sites was taken to reflect variation in occupation by individuals of a higher social status versus the common folk. Russo et al.'s (2009) investigations at Weeden Island sites in Bay County, Florida, have examined the distribution of incised and punctated types to Wakulla Check Stamped, reviving the tripartite distribution of pottery recognized at the inland Weeden Island McKeithen site (Kohler 1978; Milanich et al. 1984; Cordell 1984). Russo et al. (2009) examined the distribution of Weeden Island ceramics at the Hare Hammock group, which included a Weeden Island mound (8BY30) and village ring midden (8BY1347). They discovered that plain wares and utilitarian decorated types were rather well distributed in the ring midden, concluding that either the reliability of using elite versus utilitarian wares is not strong in ring middens or the occupation at that mound and village was relatively egalitarian, although not ruling out the fact that ceramic types may still be better indicators of function than time.

Attribute analysis of ceramics, taking into consideration a sacred-secular dichotomy and what ceramic types in the study region constitute possible "elite" wares versus "utilitarian" wares is to be embraced if a clear understanding of not only Weeden Island chronology, but settlement patterns and dynamics are to be understood. For example, there are Weeden Island sites around steepheads along the margins of divides well in the interior of the region that have assemblages characterized by high quality incised and punctated types, but there appears to be no apparent ritual or function associated with these sites that could explain the presence of such high quality wares more consistent with mounds and villages near mound locations (Campbell et al. 2010).

The issue of ceramic function versus temporal implications will be ultimately sorted out by studies of assemblages from such sites as discussed above as well as comparison of the traits with absolute dates. A number of dates have been obtained, but their implication in terms of cultural variation over time hinges on the analysis of suitable-sized collections. That said, based on the dates alone, Weeden Island populations were in the area for a very long time, with dates as early as AD 15 to 395 to as late as AD 1,085 to 1,315, although the very latest may represent a continuation of Weeden Island pottery into Mississippian assemblages (Thomas et al. 1995).

The types of sites represented by Weeden Island remains in the region include mounds, villages, hamlets, and camps. From the evidence accumulated to date, no marked change in community patterning appears through the period of Weeden Island occupation except for an increase in the number of sites. Villages are both large and small shell middens much like those described by Milanich and Fairbanks (1980). Several configurations characterize Weeden Island village middens, which have been confidently identified only in coastal settings in the study area. In many cases, the sites contain linear deposits that actually represent a number of small, overlapping, circular shell heaps. Other villages are marked by horseshoe-shaped shell midden, which is a characteristic of Weeden Island as well as Santa Rosa/Swift Creek community

patterning (Milanich and Fairbanks 1980). Weeden Island villages on the interior appear to have been smaller, certainly not like the deep middens found in the Apalachicola-Chattahoochee-Flint river area described by Milanich and Fairbanks (1980). However, Weeden Island village sites on the interior are often strung out in semicircular fashion around springheads, a trend suggested by Milanich and Fairbanks (1980) as distinctive of the culture.

Weeden Island subsistence was broad-based, reflecting fishing, shellfish collection, and gathering (Thomas and Campbell 1993). Fish remains indicate these Late Woodland populations were taking full advantage of the bay, sound, and gulf. Represented in the collections are boney fish, herring, saltwater catfish, sea catfish, jack, porgies, sheepshead, mullet, flounder, bowfin, drum, and gar. Shell middens indicate a preference for oysters, although conch, rangia and other species may be minor constituents. Vertebrate faunal remains in Weeden Island collections include white-tail deer, unidentified mammal, unidentified avian, freshwater turtle, and pond/cooter turtle. Acorns and hickory nuts were actively collected as were various plant species, such as yaupon, wild grape, edible palmetto shoots, and gallberry, which attract bees. Today, gallberry honey is prized for its rich taste and resistance to granulation (i.e. it keeps well) and palmetto honey is considered a gourmet product. At the present time, there is no evidence of agriculture by Weeden Island groups in this region.

Ceremonialism is represented by the ritual mound burial tradition, which reached its peak in the area during Weeden Island times. Milanich and Fairbanks (1980) observe that it is only in northwest and north Florida that patterned burial mounds with east-side deposits are observed.

**Fort Walton/Pensacola:** This region, like much of the northern Gulf Coast, witnessed a replacement of Late Woodland culture (Weeden Island) by the Fort Walton and Pensacola Mississippian culture variants no later than AD 1,200 and probably somewhat earlier. As Tesar (1980), Brose and Percy (1978), and others have pointed out, a general Weeden Island sand-tempered ceramic tradition appears to metamorphose into Fort Walton in both the Choctawhatchee and St. Andrew Bay areas without much evidence of an evolutionary transition. While this is probably not entirely true and does not argue for instantaneous Mississippianization or invasion, there is no clear evidence to characterize the period of 200 to 300 years of late Weeden Island to Fort Walton transition. Knight (1984) points out that the transition lacks clarity for the Pensacola variant as well. If a terminal Weeden Island phase can be recognized, the transition may be better explained.

The late prehistoric culture of northwest Florida had at least two regional expressions: Fort Walton and Pensacola. Fort Walton and Pensacola share traits with each other as well as with other Southeastern Mississippian groups. Willey (1949) defines the Fort Walton culture and appends the Pensacola ceramic series to it. However, investigations have demonstrated that Fort Walton and Pensacola are distinctive expressions, or variants, of a more generalized Southern Mississippian cultural development. Artifact assemblages, mound and community settlement system patterns, and behavioral norms inferred from the archaeological data "leave no doubt that they were Mississippian peoples with social and political systems that were more complex than those that had previously evolved in northwest Florida" (Milanich and Fairbanks 1980:193).

In terms of ceramics, Fort Walton is generally characterized by distinctively incised and punctated as well as plain grit- and/or sand-tempered pottery found in both coastal and inland riverine sites (Willey 1949:452-488). The Pensacola variant (Fuller and Stowe 1982; Fuller 1985; Stowe 1985) is distinguished from Fort Walton by its shell-tempered decorated and plain ceramics (Willey 1949) that dominate assemblages with minor sand-tempered components (Fuller and Stowe 1982).

Major villages were likely occupied year-round by at least limited populations, while the smaller hunting, gathering, and horticultural loci were occupied seasonally by only small groups. If horticulture was an economic concern, it may have occurred only at small, scattered sites where arable soils were present (Larson 1980:206-219) or it may have occurred at both small sites and near villages, as well.

Smaller Mississippian coastal sites were less intensively utilized and non-nucleated. These could represent dispersed households and resource exploitation or special function sites (camps). Examples of probable coastal hamlets have been found at a number of sites and there are others in the interior that may be the remains of hamlets. Camps may be related to population fissioning and dispersal on a seasonal or periodic basis. As with Curren's (1976) and Larson's (1980) models for late prehistoric coastal subsistence adaptations, the settlement system implies that there was a scheduled population movement both between villages and smaller sites and likely between villages themselves. These population movements must have been scheduled to take advantage of optimal exploitation conditions.

Although there were fewer mounds than in Weeden Island times, there is clear evidence of ceremonialism in regional Mississippi culture. To the immediate west of Pensacola, 8OK6 was an impressive site, hosting a large platform mound that measures 12 ft in height, 223 ft by 220 ft at the base, and 90 ft by 150 ft at the summit (FMSF n.d.). Over 80 burials are reported to have been interred in that mound, which is presumed to have been a center of political control in the area. In addition to the mounds, there are cemeteries dating to this time period, often near mounds.

The Hickory Ridge site (ES1280) is located west of Pensacola on a large peninsula formed by the Perdido and Pensacola bays. It is a 15th century Mississippian ceremonial cemetery with a Mississippian village site (8ES1052) and lies 50 m to the west. No midden deposits or other indications of long-term occupation were encountered. Phase II testing revealed three burials and indicated that the cemetery has not been significantly disturbed (Phillips 1989). Intact or nearly intact vessels were positioned within a few centimeters of the present land surface.

The mortuary furniture associated with the Hickory Ridge burials strongly suggests that these were high status individuals, at least in a local sense. A number of the grave offerings are exotic in origin. The raw material source for the celts (chlorite schist), for example, is found in the Carolina Piedmont. Novaculite comes from Arkansas, whereas the red and gray chert point found with Burial One appears to be either Tuscaloosa gravel or Citronelle gravel from the interior Gulf Coastal Plain. The ceremonial nature of some of the grave offerings also indicates high status.

The raptorial bird motif, the celts, and the whelk columellae appear at Mississippian ceremonial centers throughout the Southeast (for example, Moundville, Lake Jackson, and Etowah). Milanich (1994:374-375) notes that these symbols were restricted to the elite. In contrast, lower status Mississippian burials often have little or no mortuary furniture. Given the size and isolation of the cemetery, the small number of individuals interred within it, and the exotic and symbolic nature of the grave offerings, Hickory Ridge may have been the burial place for the local elite.

Similar Mississippian burial practices have been reported elsewhere in northwest Florida. For example, Moore (1901, 1918) noted the occurrence of secondary burials, ceremonially killed vessels, and dense concentrations of sherds on several Mississippian cemetery sites in northwest Florida.

**Historic Period**

**Indigenous People & European Contact:** At the time of contact with Europeans, the Fort Walton/Pensacola culture was flourishing in the areas around East and Choctawhatchee bays. The mixing of Fort Walton and Pensacola series pottery in Mississippian contexts may be interpreted as a result of the region having been a borderland zone which was utilized by two contemporaneous tribes or, alternatively, the territory of a single chiefdom which utilized the pottery styles and probably other cultural traits of two neighboring cultures.

Hann (1988) suggests that the Pensacola and the Chatot may have both inhabited portions of the western panhandle in the sixteenth and seventeenth centuries. Milanich and Fairbanks (1980) observe the following on the lineage of these two tribes.

> There is no doubt that the Apalachee Indians encountered by the Narvaez and de Soto expeditions in Northwest Florida during the second quarter of the sixteenth century correspond to the late Fort Walton archaeological culture.... European materials have been found at a number of Fort Walton sites.... Spanish colonial-period items have also been found at Pensacola sites. The Pensacola archaeological culture was represented in the historic period by various tribes.... These probably included the Chatot and the Pensacola tribes. Differences in the Fort Walton and Pensacola archaeological complexes thus seem to reflect the same ethnic differences as those present in the historic period [Milanich and Fairbanks 1980:194].

In addition to the Pensacola and the Chatot, other tribes that are historically documented as having been in the western Panhandle include the Sawokli, the Mobile and the Yuchi or Chisca. The Creeks or Seminoles are documented to have been in the project area at the end of the eighteenth century.

As Milanich and Fairbanks (1980) observed, the Pensacola apparently first came into contact with Europeans as a result of the Narvaez expedition of 1528, though it is possible that either sightings or contact with them occurred during the 1519 Garay/Pineda mapping expedition (McGovern 1974). Responsible for charting the northern Gulf Coast, the Garay/Pineda expedition assigned the name “Ochuse” to either Pensacola or Mobile Bay (Tebeau 1971), a reference used later during the 1540 de Soto/Maldonado forays. The surviving accounts of the Garay/Pineda

expedition are sketchy and it remains unclear today as to whether or not they actually went ashore anywhere along the northwest Florida Coast (McGovern 1974).

The first firm evidence of contact comes from accounts of the 1528 Narvaez expedition. In that year, members of the ill-fated group contacted natives “either on or near the [Pensacola] Bay” (Swanton 1946:38). The contact with the unidentified group, now thought to have been the Pensacolas, was initially friendly, but within a short period hostilities broke out, a pattern which seems to typify European and native American contact.

The Nunez Cabeza de Vaca narrative (Bandelier 1904; Hodge and Lewis 1907) is the only surviving account of the encounter. Although sketchy, the narrative mentions that the natives lived in "mathouses," and were dressed in "civet-ermine skins" (probably muskrat) (Swanton 1946:38). The account also mentioned that the group used canoes and had clay pitchers (of unspecified types). Interestingly though, there is no mention of bows and arrows (Tesar 1973:14).

Documentation from the de Soto expedition is also sketchy. By the late summer of 1540, the de Soto expedition had struggled its way into the northern Florida peninsula. De Soto, concerned over the impact of the approaching winter, endeavoring to solidify supply points, and aiming toward the identification of a potential outpost and port location, "...commanded the cavalier Diego Maldonado...to go to the Bay of Aute [Apalachee Bay], where he was to take the two brigantines left by the Comptroller Juan de Anasco" (Varner and Varner 1962:247).

During this scouting and mapping expedition Maldonado relocated Pensacola Bay about which the following account may refer.

> Among other things he found a magnificent harbor called Achusi, which was sheltered from all winds, was capable of receiving many ships, and had such good depth even up to its shore that he was able to bring his ship close to land and disembark with casting open the hatch.... The Captain brought with him from this voyage two Indians who were natives of that same port and province of Achusi [Varner and Varner 1962:247-248].

Little data concerning the natives at Pensacola is offered in the de la Vega account, with the exception of noting that “...the Indians had received him peacefully...[and that] they went in groups of three or four to the brigantines...carrying to them [the Spanish] whatever they requested” (Varner and Varner 1962:248). Two facts concerning the de Soto and Maldonado contacts are of interest to the discussion of the Pensacola and the type of contacts that the group was experiencing with the Spanish. First, following the battle at Mauvilla, de la Vega indicated that de Soto was pleased to hear from the survivors that the distance between Mauvilla and Pensacola was only about 30 leagues (about 78 miles/125 kilometers) according to recounts by Varner and Varner (1962:384-385). De Soto's plans for the outposts at Achusi (q.v. Pensacola), while never coming to fruition, seem to imply that he felt the population in the Achusi province was sufficiently large to warrant a missionary effort, and that the surrounding territory was productive enough to supply the needs of an active port.

The second point of interest concerns the possible degree of contact between the Spanish and the Pensacola during the years of the de Soto expedition. De la Vega's summation of the activities of Maldonado and Gomez Arias from the fall of 1540 through 1542 suggests that repeated visits were made to the Pensacola area. Following Maldonado's mapping expedition, de Soto dispatched Maldonado and Arias to Havana to secure additional ships and supplies. They were to rendezvous with de Soto at Achusi in the winter of 1540, and the supplies were to include items of support for the projected colonies.

By late fall, 1540, the intrepid captains had "...purchased three ships and loaded them with food, arms and ammunition, and in addition with calves, goats, ponies, mares, sheep, wheat, barley and garden stuff" (Varner and Varner 1962:632). Maldonado and Arias returned to Achusi, where they waited for at least a month; de Soto, of course, never appeared. After scouting the coastlines in both directions, they departed to Havana, but in the summers of 1541 and 1542 they again returned. Apparently, during the latter visit, at least Maldonado spent some time at Achusi (Swanton 1946; Varner and Varner 1962).

From the available documentation, a minimum of three important contacts were made between the Pensacola and members of the de Soto expedition: 1) the late summer/early fall 1540 Maldonado contact during the coastal mapping and scouting reconnaissance; 2) the winter 1540 Maldonado/Arias contact; and 3) the summer 1542 Maldonado contact. Additionally, at least one of the Achusi (Curaca), who is identified by de la Vega as "a lord of vassals" (Varner and Varner 1962:248) had extended contact with de Soto's group, serving them for some eight months in 1540.

Between 1680 and the founding of the first Pensacola Bay colony, at least 11 Spanish expeditions skirted the Gulf Coast between St. Marks (a Spanish settlement at the mouth of the Wakulla River) and Pensacola Bay. During a 1686 Spanish expedition from Mexico, the Pensacola complained to the Spanish of hardships from wars with the Mobile (Hann 1988:80). Also, the Pensacola described their territory as extending to the Apalachicola River (Hann 1988:80). This claim is probably exaggerated, however, since that would mean the Pensacola controlled land that included Chacato or Chatot territory.

The abortive de Luna colonizing effort on western Santa Rosa Island, between 1559 and 1561, apparently left little lasting trace, although a lingering memory of the colony in the form of a single structure is illustrated on the 1616 Tatton map entitled "Noua et rece Terraum et regnorum Californiae." This map is also noteworthy in that for the first time, the barrier islands are clearly presented, though their size and configuration are significantly different from reality.

On May 15, 1693, Dr. Carlos de Siguenza y Gongora submitted an initial evaluation of Pensacola Bay and its surrounding area to the Viceroy of New Spain, Conde de Galve. The Spanish government was preparing to re-establish a colony at the Bay. Fearful of French expansion, the Spanish founded the presidio of Santa Maria de Galve and Fort San Carlos de Austria on Pensacola Bay in 1698, commencing the first Spanish Period. The French attacked and burned Santa Maria de Galve in 1719. The Spanish and French continued to struggle over the presidio until 1722 when, in a treaty between the two nations, France restored northwest Florida

to the Spanish (Parks 1986). Investigations by UWF (Bense and Wilson 1999) at Pensacola Naval Air Station isolated and spatially defined the First and Second Spanish Period occupations as well as the British occupations, and a Historic Indian component temporally associated with the First Spanish Period. Their excavations also identified the stockade walls of Fort San Carlos de Austria as well as structures and features.

After the 1722 treaty was signed, the Spanish resettled on Santa Rosa Island, naming the new fort, "Santa Rosa Punta de Siquenza" (8ES22). The colony (8ES22) on Santa Rosa Island struggled for existence from its founding until 1752. While neither the Island nor the mainland was considered productive agriculturally, there is evidence which suggests that the colonists were engaged in timbering, brick making, and naval stores production. In 1743, Dom Serres, working for the Havana Company, visited the colony in order to obtain "timber, pitch and turpentine" (Manucy 1939:26). The Santa Rosa colony was destroyed by a hurricane in 1752 and no attempt was made to re-establish it at that location.

In 1757, the Spanish once again attempted to establish a colony at Pensacola Bay. The new effort was named Panzacola, with the settlement established near present-day Seville Square. However, it was to be short-lived. In 1763, Great Britain, under the terms of the Treaty of Paris which concluded the Seven Years War, assumed control of the settlement.

During the first period of Spanish control of Florida, which spanned more than two centuries, the only established towns were Pensacola and St. Augustine, plus some scattered missions. Most of West Florida was still occupied by the indigenous peoples, while the European population was largely restricted to within a few miles of Spanish enclaves. The British attributed the failure of Spanish attempts to colonize Florida to the "lazy Latin character" (Rea 1974:57-58). Laziness had nothing to do with the failed attempts, which were impeded by a combination of factors, including tropical storm activity, low soil fertility, few mineral resources, hostilities from the British Colonies and their Indian allies, and a lack of support from Spain.

The situation changed with the arrival of the British, who did not experience the same hostilities, thereby eliminating at least one impediment to settlement. The British also arrived with a spirited outlook. Viewing themselves as more industrious and entrepreneurial than other European nations, the leaders were enthusiastic about the potential. Pensacola was the capital of West Florida and the British converted the small Spanish settlement into a heavily fortified military establishment, busy port city, and center of commerce (Parks 1986). Land was granted to freemen colonists, a West Florida Assembly was elected, a Board of Trade initiated, a plan for a new town of Pensacola was drawn up, and the new Governor of West Florida, George Johnstone, advertised the virtues of West Florida in Georgia newspapers in the hopes of attracting new colonists (McGovern 1974:83-85).

Despite the good press given the new colony, settlement outside Pensacola grew at a much slower rate than Britain's other dominions. They faced the same problem with low soil fertility, prohibitions against trade with the Spanish and French, and their Indian allies, the Creeks, were reluctant to cede lands for European settlement, agreeing initially to cede only lands within 15

miles around Pensacola (Johnson 1942:42). Settlement outside the immediate area of Escambia Bay was more widely scattered.

Maps drawn by George Gauld in 1768 and David Taitt in 1771 depict a number of huts and small temporary Indian camps along the road leading from Pensacola to the villages of the Upper Creek Nation near Montgomery, Alabama, and the confluence of the Coosa and Tallapoosa rivers. Outside Pensacola, the British operated at least three water-powered sawmills. Gauld's 1768 map of the Pensacola area shows Tate's Sawmill on Elevenmile Creek near Perdido Bay. Snider and Palmer (1994:549) note the "Old English Sawmill" north of Pensacola on a tributary of the Escambia River. The Colonial Office Records document the James Bruce sawmill that is probably located on Carpenter's Creek (Phillips 1996, 1998). Timber, indigo, deerskins, cattle, corn, tallow, bear's oil, rice, tobacco, salted fish, pecans, sassafras, and oranges were exported during this period (Howard 1940:127). The archaeological remains of the Fort of Pensacola and interior buildings, private residences outside the fort, and the nearby Fort George redoubt, have been documented in several investigations (Baker 1975; Bense 1989).

By the late 1770s the English and Spanish were again at war. Spanish forces under Bernardo de Galvez, attempting to destroy British influence on the northern Gulf Coast, ousted the English from Pensacola in 1781 following the Siege of Pensacola (Coker and Coker 1981). This battle, fought in the North Hill area, was archaeologically documented by Baker (1975). The Spanish regained control of northwest Florida, and established Fort San Carlos de Barrancas on the mainland at the mouth of Pensacola Bay to protect the harbor.

During the Second Spanish Period from 1781 to 1821, the local population continued to grow. The colonial settlements in the Second Spanish Period were concentrated near the mouth of Pensacola Bay on the peninsulas, islands, and mainland.

Indian trade grew in commercial importance, more brickyards were established, and cattle ranching thrived. The vast longleaf pine forests of northwest Florida became even more important economically, and northwest Florida's considerable topographic relief and many spring-fed, perennial drainages provided countless water-powered mill seats for the lumber industry. This period also witnessed an upsurge in sawmills as timber grew in importance as a natural resource. A sawmill was constructed in 1798 by Milan de la Carrera near the Escambia River (American State Papers 1859:173) and a second nearby a little later (Snider and Palmer 1994:549). UWF has studied many such mills, including one (8ES1965) on Clear Creek and the second (8ES982) located to the north on Spanish Mill Creek (Phillips 1993).

The market for deerskins was also on the upswing during the Second Spanish Period, spurred in large measure by the Industrial Revolution in England, which created a demand for leather. The chief commercial enterprise for deerskin and other commercial items was the Panton-Leslie trading company, which was headquartered in Pensacola. Eventually, the company dominated the Indian trade in the area. As Pensacola became the center of a thriving trade operation, Panton-Leslie netted significant profits from deerskins and eventually gained them vast Indian lands (Brown 1959:328-336).

**The American Period & Statehood:** The waning years of the Spanish colonial administration in West Florida were fraught with conflict. Though Spain retained control of West Florida east of the Perdido River until 1821, twice in the 10 years prior to that date Andrew Jackson occupied Pensacola, first in 1814 and then in 1817. While the route of his 1814 campaign has been attributed to the route of the so-called Military Road, documentation indicates that his troops skirted to the north of the Yellow River (McGovern 1974), approaching Pensacola from the northeast rather than the southeast.

After a number of skirmishes and invasions of Pensacola by General Andrew Jackson, the Spanish finally withdrew, ceding Florida to the United States by a treaty in 1819 that was signed by King Ferdinand of Spain in 1820, and it became a state in 1821, with Pensacola as the temporary capital (McGovern 1974). Growth was slow overall, but Pensacola's economic condition improved in the 1820s when a U.S. Navy Yard was established southwest of the city. The city was plagued with other problems, such as yellow fever epidemics and government neglect. However, there were opportunities for economic growth in the forest and surrounding waters. Numerous brickyards were established in the vicinity of Pensacola and along the larger rivers. These enterprises provided bricks for the federal forts under construction near the mouth of the harbor (e.g., Fort Pickens in 1834, Barrancas in 1844).

The local impact of the War was primarily economic; Union blockades at Pensacola and the disruption of transportation to more northerly markets in Alabama and Georgia devastated the stock and timber markets. Several local units were formed (McKinnon 1975) and were active in the Confederate Army for the duration of the war; this effectively decimated the local labor force. Although direct military actions between legitimate forces were few, in the waning years of the conflict deserters and irregular forces ranged across the area, committing "unspeakable acts" (McKinnon 1975) and causing further damage to the already faltering economy and social fabric.

The post-Civil War era was characterized by the growing importance of Southern forest resources and the coming of the railroad led to large-scale settlement of the region. In the decades following 1900, when turpentining was at its peak, the industry was undergoing a transformation as new collection cups and gutters replaced the primitive wooden boxes previously used to collect pine resin.

The turpentine industry owed the cup and gutter collection method to Dr. Charles H. Herty, a chemist at the University of Georgia whose 1901 research near Ocilla, Georgia resulted in him making the statement that “turpentine gathering as now conducted in the United States, is needlessly destructive of the forests and needlessly wasteful of the product” (Herty 1903:9).

Herty created a simplified cup and gutter system based on a model in use in France and the result was a decrease in forestry expertise and labor (Reed 1995). Herty’s first system used two v-shaped galvanized iron gutters to collect the rosin and eventually he patented a ceramic cup (Reed 1995; Butler 1998). The use of the cups prolonged the life and productivity of turpentine trees, which in turn extended the life of the naval stores industry in the region and their competitive position.

This page intentionally left blank.

## CHAPTER FOUR
## PROJECT METHODS & FINDINGS

### Background and Literature Search

#### Previous Archaeological Investigations

Examination of records at FMSF revealed no previously known sites or other cultural resources located within the 98.03-ac tract proper. However, in 2013, PTA conducted a CRAS of 240 adjacent acres, where the existing camps was developed. A total of 104 survey shovel tests (SST) and 34 recording shovel tests (RST) were excavated during the 2013 survey (Figure 3).

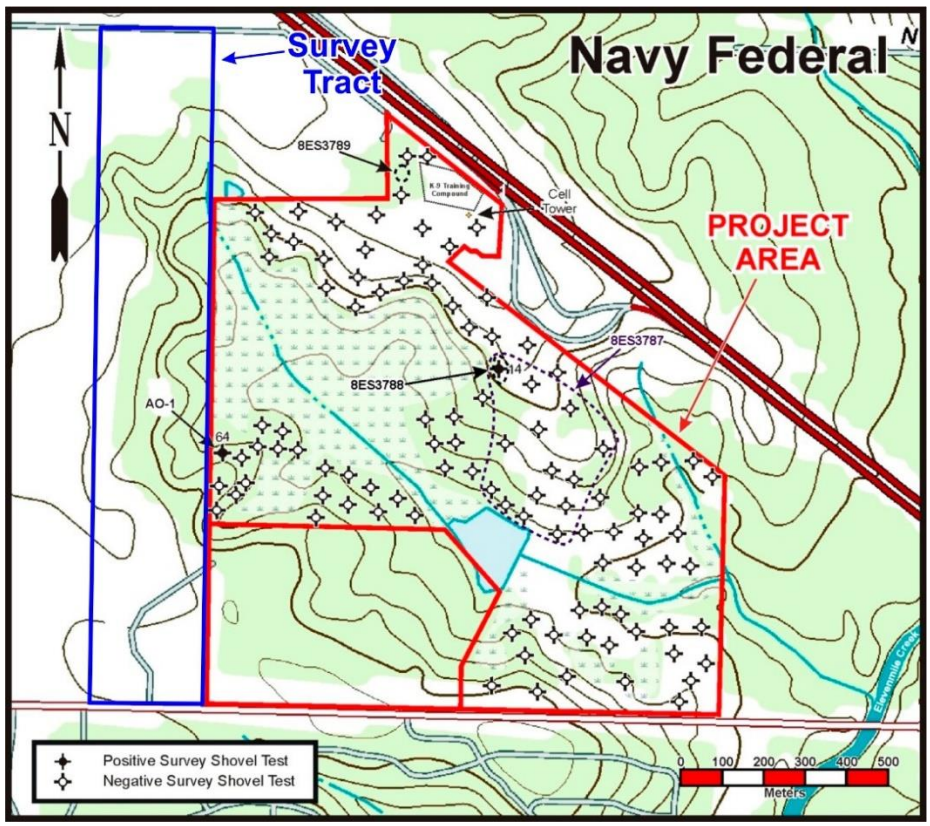



**Figure 3. Map of 2013 project area (red) with 2019 survey tract (blue) overlaid (from Aubuchon and Campbell 2013)**

The effort resulted in the identification of one historic cultural resource group, 8ES1387, a former 4-H camp containing seven historic structures and one historic archaeological site. In addition, the 2013 survey identified a historic archaeological site and prehistoric archaeological occurrence not within the resource group. Table 3 lists the findings from the adjacent survey tract, with those included in Resource Group 8ES3787 in italics.

**Table 1. Summary of Cultural Resources Identified Within the Project Area**

| Occurrence Type | Site No. | Eligibility | Threats | Testing Priority |
|---|---|---|---|---|
| Resource Group | 8ES3787 | Ineligible | n/a | n/a |
| *Historic Site* | *8ES3788* | *Ineligible* | *n/a* | *n/a* |
| *Historic Structure* | *8ES3790* | *Ineligible* | *n/a* | *n/a* |
| *Historic Structure* | *8ES3791* | *Ineligible* | *n/a* | *n/a* |
| *Historic Structure* | *8ES3792* | *Ineligible* | *n/a* | *n/a* |
| *Historic Structure* | *8ES3793* | *Ineligible* | *n/a* | *n/a* |
| *Historic Structure* | *8ES3794* | *Ineligible* | *n/a* | *n/a* |
| *Historic Structure* | *8ES3795* | *Ineligible* | *n/a* | *n/a* |
| *Historic Structure* | *8ES3796* | *Ineligible* | *n/a* | *n/a* |
| Historic Site | 8ES3789 | Ineligible | n/a | n/a |
| Archaeological Occurrence | AO-1 | Ineligible | n/a | n/a |

A review of the Land Boundary Information System produced an image of the original survey plat for T1S-R31W, a portion of which is shown in Figure 4. The plat map shows portions of Section 4 that were transferred to George W. Robinson in 1881 from the State of Florida by the Trustees of the Internal Improvement fund. Robinson probably acquired the land for its timber as he is known to have owned a timber company, at least in later years. The 98.03-acre tract is fully encompassed within the western portion of George W. Robinson property

The rest of this page intentionally left blank

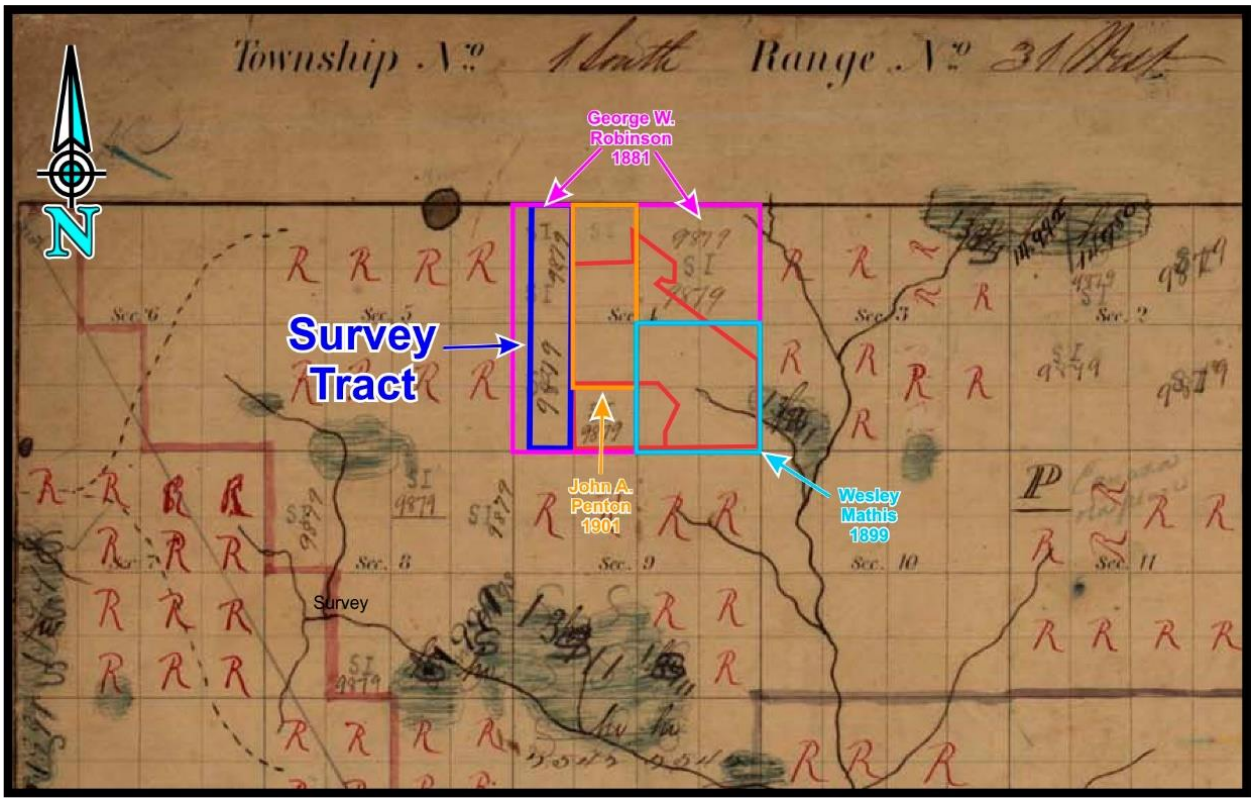



**Figure 4. Portion of original survey plat (date unknown), showing land ownership in the 2019 survey tract (blue) and adjacent NFCU land (red) to the east**

A review of General Land Office (GLO) records produced two homestead patents within the project area (refer to Figure 4). Wesley Mathis claimed the southeast quarter in 1899. John A. Penton then claimed the east half of the northwest quarter and the northeast quarter of the southwest quarter in 1901. Together these claimed the remaining state land in Section 4. A full chain of title search was beyond the scope of the current work, but this data at least establishes a time frame for when the land in the area first passed into private ownership.

Another source examined was historic aerial photographs made available on the internet by the University of Florida. The current survey tract appears without improvements on the 1941, 1951, and 1958 aerials. The 1958 aerial is shown for reference as it depicts the 4-H Camp to the east (Figure 5).[6]

[6] Portions of the photograph covering the survey are obscured in both original aerials.

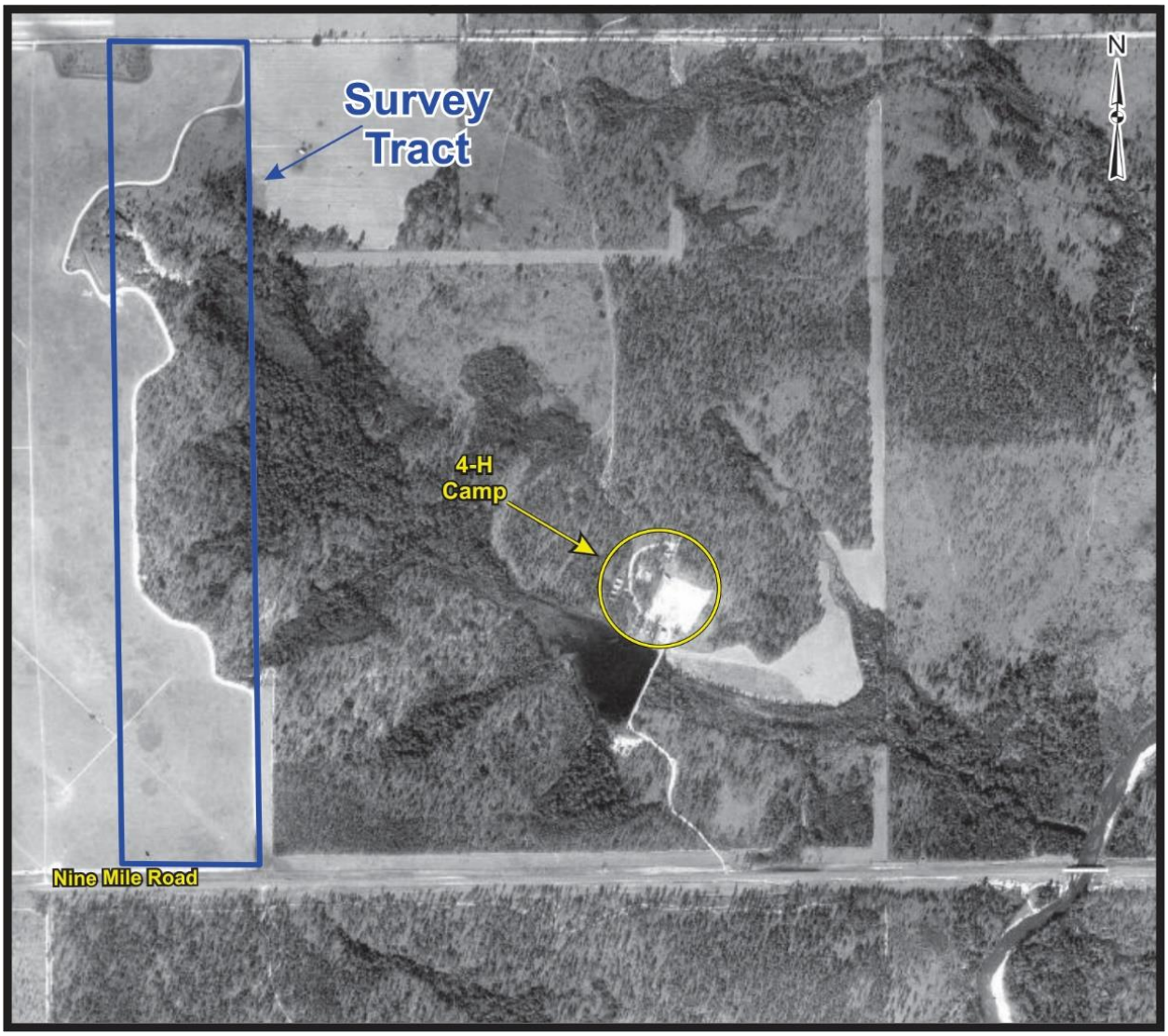



**Figure 5. Portion of the 1958 aerial photograph with overlay of project area**

The 1978 (photo revised 1987) USGS Cantonment 7.5-minute quadrangle (Figure 6) depicts a road in the northern part of the tract and one structure on the south side of the road. The improvements reflect military use of the area. To the east, the former 4-H camp is officially designated the Langley Bell 4-H Center on adjacent NFCU property where the existing campus is located. The camp was named for the benefactor who donated the land originally.

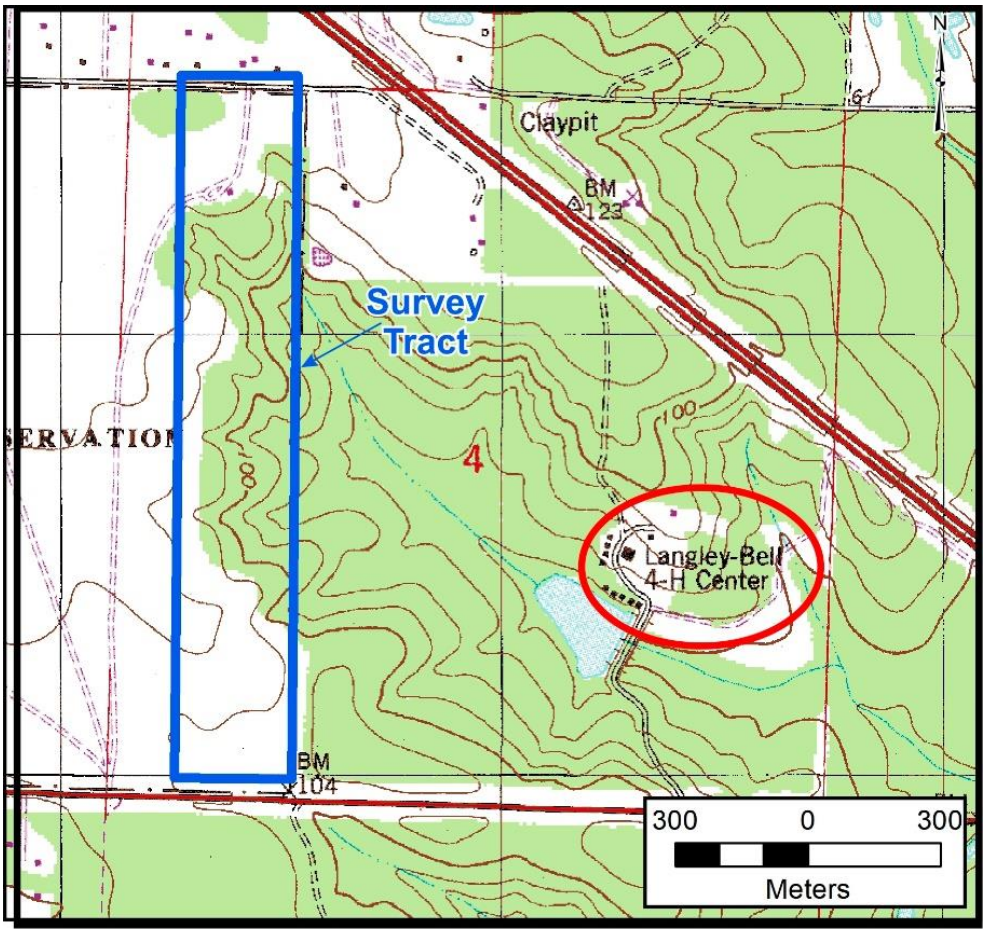



**Figure 6. Portion of the 1978 (photo revised 1987) USGS Cantonment 7.5-minute quadrangle showing survey tract in relation to the Langley-Bell 4-H Center to the east**

## Setting

The survey area is a rectilinear tract that encompasses a small portion of the unnamed tributary of Elevenmile Creek that bisects the NFCU Heritage Oak Campus in a northwest to southeast fashion. The unnamed tributary of Elevenmile Creek exhibits smaller tributaries, steepheads, and dry gullies. The adjacent uplands had moderate to steep slopes along gullies and drainages. Elevation ranges from 50 ft amsl along the eastern property boundary to approximately 125 ft amsl in the northern portion of the survey tract.

The vegetation is highly variable between wide open areas and closed forest canopy (Figure 7). The cleared portion is an open field with Bermuda grass, cord grass, and St. Augustine grass. Vegetation features an upper canopy of live oaks, heritage oaks, turkey oaks, post oaks, bluejack oaks, laurel oaks, southern red oaks, hickory, slash pines, longleaf pines, and southern magnolias with a moderate to dense understory of yaupon, sparkleberry, low bush blueberry, saw palmetto, greenbriers, muscadines, and various shrubs. Ground cover includes bracken fern, deer moss, and leaf litter with zero surface visibility (Figure 8).

**Figure 7. View of open field and wooded area within survey tract, facing southeast toward small military structure**

**Figure 8. View of obscured ground within the wooded area in survey tract**

Overstory in and around drainages was denser and consisted of a closed canopy of pond pines, slash pines, loblolly bays, southern magnolias, water oaks, cypress, and Chinese tallow (invasive) with an understory of dense gallberry, greenbriers, devil's walking stick, muscadines, and various shrubs.

There are several soil types mapped in the survey tract, with Bonifay loamy sand covering the most area. The Bonifay loamy sand is designated by slope percentage, the open pasture is marked by Bonifay loamy sand with 0 to 5 percent slope and within the hardwood canopy is marked by Bonifay loamy sand 5 to 8 percent slope. Bonifay loamy sand is a deep, well-drained soil typically found on knolls and ridges on marine terraces.

Other soils mapped are the Troup-Poarch complex, Poarch sandy loam, and Dorovan muck and Fluvaquents. Areas of Troup sand and Poarch sandy loam or intermingled (Troup-Poarch complex) are considered somewhat excessively drained to well-drained soil with a deep profile. Both are found on rises and ridges on marine terraces.

Soils in drainages are marked by Dorovan muck and Fluvaquents, which are very poorly drained soils typically found on floodplains on marine terraces. A typical profile is designated by a single soil horizon, an Oa horizon, a highly organic muck that is almost always wet. No shovel tests were placed in areas with Dorovan muck and Fluvaquents.

Disturbance results mostly from clearing and military use of the area. A small structure sits near the tree line and remnant roadways and a concrete pad have all impacted the tract to some degree. Erosion was also noted in the lower-lying settings near drainages.

**Figure 9. View of road remnant from military use in survey tract, facing south-southeast**

## Fieldwork

### Procedures

Fieldwork was initiated with a reconnaissance survey conducted by the field director of the property to identify general areas of higher and lower probability of hosting prehistoric and historic sites. Then augmented by an intensive pedestrian and subsurface survey conducted by a two-person archaeological crew with quality control/quality assurance inspection from the field director.

All exposed areas were examined for evidence of past cultural activity. A total of 120 50 cm by 50 cm SSTs were excavated across the tract (Figure 10). SSTs were laid out on a 50-m grid, but subject to adjustment. The 50-m interval is logistically well suited to adjustments, tightening the interval to 25 m in higher potential loci and expanding to 75 to 100 m, as warranted, while still on the grid.

**Figure 10. Map of NFCU survey tract showing SSTs and archaeological occurrence, PTA-01-2019**

Most of the tract was treated as medium probability and surveyed at 50 m intervals; most of the southern end was considered low potential and the interval expanded to 75 m, except in two areas where judgmental SSTs were excavated in settings that seemed to have good site potential. No SSTs were excavated in wetlands or on steep slopes.

Fill was screened through one-quarter-inch hardware mesh for recovery of artifacts. All shovel tests measured 50 cm by 50 cm were excavated to a depth of 100 cm except where an obstruction such as the water table or impenetrable clay or hardpan was encountered. All pits were backfilled upon completion of documentation.

Survey notes were maintained during the work, and representative notes were taken on stratigraphy, setting, and disturbance. Other documentation included a photographic log and bag list. The effort was recorded through digital photography, GPS recording, and mapping.

**Results**

Of the 120 SSTs, only one was positive. SST 97 was a judgmental unit placed off-grid on a level stream terrace with a slight eastward slope toward the drainage. It produced a prehistoric sherd from 30 to 40 cmbgs, but excavation continued to a meter without further recovery.

Delineation efforts included the excavation of 11 RSTs placed at 10 to 20 m intervals in the cardinal directions and 30 m intervals in the ordinal directions. None of the RSTs produced additional cultural remains nor evidence of cultural deposits, such as midden or features, so the find was designated an archaeological occurrence, PTA-01-2019. The sherd is a sand-tempered decorated vessel fragment with an eroded surface that precluded identification to type.

## Unexpected Discoveries

If unexpected discoveries, such as Native American graves or lost historic cemeteries had been encountered, then guidelines set forth in Chapter 872, F.S. (Florida's Unmarked Burial Law) would have been followed. However, no site of sensitive nature was identified during the survey. The client is advised that if human remains or unexpected discoveries are encountered during ground disturbing activities, then work will cease immediately. The client will notify the Florida SHPO within 24 hours at (850) 245-6333 to begin procedures that are outlined in Chapter 872, F.S.

## Artifact Processing & Analysis

Subsequent to fieldwork, the artifact was returned to the PTA laboratory where it was processed, analyzed, and catalogued. Analysis focused on surface treatment, decoration, paste, and temper with reference to works by Willey (1949), Scarry (1985), and Fuller and Stowe (1982). No lithics or historic remains were recovered, so procedures for analysis of those groups is omitted from this section.

## Curation

All documents and artifacts resulting from this work will be prepared for curation, and turnover of materials will be coordinated with NFCU, unless otherwise specified.

This rest of this page intentionally left blank.

# CHAPTER FIVE
# MANAGEMENT RECOMMENDATIONS

## Unit Summary

PTA conducted an intensive CRAS of the 98.03-ac tract west of the NFCU Oaks Heritage Campus. A total of 120 SSTs were excavated, one of which was positive, recovering an unidentified eroded decorated ceramic vessel fragment. Eleven RSTs were subsequently excavated around the find, but all were negative. Designated an archaeological occurrence and labeled PTA-01-2019, the find is ineligible for NRHP nomination. PTA recommends no further work.

This page intentionally left blank.

## REFERENCES CITED


American State Papers

1859 Documents, Legislative and Executive of the Congress of the United States from the First Session of the First Congress to Twenty-Fifth Congress March 4, 1789, Ending March 3, 1859. Washington D.C. by Gales & Seaton.

Anderson, David G. and Kenneth E. Sassaman

1996 Modeling Paleoindian and Early Archaic Settlement in the Southeast: A Historical Perspective. Chapter 2, pp 16-28, in *The Paleoindian and Early Archaic Southeast*, David G. Anderson and Kenneth E. Sassaman, eds. University of Alabama Press. Tuscaloosa.

Aubuchon, Benjamin

2013 Archeological Monitoring of Proposed Pile Driving at Proposed Pier Area in the Fort Pickens Historic District, 8ES93, gulf Islands National Seashore Escambia County, Florida. *Prentice Thomas and Associates, Inc. Report of Investigations No. 1359.*

Henry A. Baker, 1975

1975 Archaeological Investigations at Fort George, Pensacola, Florida. Number 34, 53 pp. FMSF Ms. #10159.

Balsillie, James H. and Joseph F. Donoghue

2004 High Resolution Sea-Level History for the Gulf of Mexico Since the Last Glacial Maximum. Florida Geological Survey, *Report of Investigations* 103. Tallahassee.

Bandelier, F.

1904 The Journey of Alvar Nunez Cabeza de Vaca. Allerton Book Company, New York.

Bart, Phillip J. and John B. Anderson

2004 Late Quaternary Evolution of the Alabama and West Florida Continental Shelf. pp 43-53 in Late Quaternary Stratigraphic Evolution of the Northern Gulf of Mexico Margin, John B. Anderson and Richard B. Fillon, editors. SEPM *Special Publication* No. 79.

Bense, Judith A.

1985 Hawkshaw, prehistory and history in an urban neighborhood in Pensacola, Florida. *University of West Florida, Report of Investigations* 7.

1989 Pensacola archaeological survey and summary of archaeology in Pensacola area of west Florida to 1988. University of West Florida, Report of Investigations 24.

*Bense, Judith A., continued*

1992 *Santa Rosa/Swift Creek in Northwest Florida.* Paper presented at the 49th Annual Meeting of the Southeastern Archaeological Conference, Little Rock, Arkansas.

1993 Archaeology of the Southeastern United States: Paleoindian to World War II. By Judith A. Bense. Academic Press, Orlando. 393 pages.

1994 Archaeology of the Southeastern United States: Paleoindian to World War I. Academic Press, New York, New York.

Blackwelder, B. W., O. H. Pilkey and J. D. Howard

1979 Late Wisconsin sea levels on the southeast U.S. Atlantic shelf based on in place shoreline indicators. Science 204:618-620.

Bradley, Raymond S.

1999 *Paleoclimatology: Reconstructing Climates of the Quaternary*. Second Edition. Elsevier Academic Press.

Brose, Davis S. and George W. Percy

1978 Fort Walton Settlement Patterns. In *Mississippian settlement patterns*, edited by Bruce D. Smith. Academic Press, New York.

Brown, J. A.

1959 Panton, Leslie and Company: Indian Traders of Pensacola and St. Augustine. Florida Historical Quarterly 37:328-36.

Bureau of Land Management

2013 The Official Federal Land Records Site, United States General Land Office. Electronic document, http://www.glorecords.blm.gov. Accessed April 3, 2013.

Butler, Carroll B.

1998 *Treasures of the Longleaf Pines, Naval Stores*. Rose Printing Company, Tallahassee, Florida.

Campbell, L. Janice, Prentice M. Thomas, Jr., and James H. Mathews

2004 Fiber-Tempered Pottery and Cultural Interaction on the Northwest Florida Gulf Coast, in Early Pottery, Technology, Function, Style, and Interaction in the Lower Southeast, edited by Rebecca Saunders and Christopher T. Hays. University of Alabama. Tuscaloosa, Alabama.

Campbell, L. Janice, James Morehead, James H. Mathews, and Benjamin Aubuchon
2010 Cultural Resources Work In Support Of The Environmental Impact Analysis Process For The Military Family Housing Project At Eglin Air Force Base (Delineation of 8OK146, 8OK413 And Test And Evaluation of 8WL360/8WL384, 8WL1463, 8WL2146, & 8WL2147) Eglin AFB Air Force Base, Okaloosa And Walton Counties, Florid. *Prentice Thomas and Associates, Inc. Report of Investigations No. 1238*.

Chapman, Ashley
1998 Predictive Model of the Archaeological Remains of the Presidio de Santa Maria de Galve (1689-1722): Results of the First Year of Field Research (1995). Graduate Thesis. University of West Florida. Pensacola, Florida.

Coastal Environments, Inc.
1977 *Cultural Resources Evaluation of the Northern Gulf of Mexico Continental Shelf*, Vols. 1-3. Report prepared for Interagency Archaeological Services, Office of Historic Preservation, National Park Services, U.S. Department of the Interior, Washington, D.C.

Coker, William S. and Hazel P. Coker
1981 The Siege of Pensacola, 1781, in Maps: With Data on Troop Strength, Military Units, Ships, Casualties, and Related Statistics.

Colquhoun, D.J.
1974 Cyclic surficial stratigraphic units of the Middle and Lower Coastal Plain, central South Carolina. In *Post-Miocene Stratigraphy, Central and Southern Atlantic Coastal Plain*, edited by Robert Q. Oaks, Jr. and Jules R. DuBar, pp. 170-190. Utah State University Press, Logan Utah.

Cordell, Ann S.
1984 *Ceramic technology at a Weeden Island period archaeological site in north Florida*. Florida State Museum of the University of Florida, Gainesville**.**

Cotter, John L.
1968 A Handbook of Historical Archaeology. University of Pennsylvania.

Cronin, Thomas M.
1999 *Principles of Paleoclimatology*. Columbia University Press. New York.

Curren Caleb B.
1976 Prehistoric and Early Historic occupation of the Mobile Bay and Mobile Delta area of Alabama with an emphasis on subsistence. *Journal of Alabama Archaeology* 22(1):61-84.

*Curren Caleb B., continued*

1987 Archaeology at Bluewater Bay. University of West Florida, Report of Investigations 9.

Deagan, Kathleen

1987 Artifacts of the Spanish. *Colonies of Florida and the Caribbean 1500-1800.* Volume I: Ceramics, Glassware and Beads. Smithsonian Institution Press. Washington, D.C.

deFrance, Susan

1985 Analysis of vertebrate faunal material from 8OK183, Pirates' Bay site, Okaloosa County, Florida. Manuscript on file at New World Research.

Donoghue, Joseph F. and William F. Tanner

1992 Quaternary Terraces and Shorelines of the Panhandle Florida Region. In *Quaternary Coasts of the United States: Marine and Lacustrine Systems*, edited by Charles H. Fletcher III, and John F. Wehmiller, pp. 233-241.

Farr, G. E.

2006 A Reevaluation of Bullen's Typology for Preceramic Projectile Points. Unpublished Master's Thesis, Department of Anthropology, Florida State University.

Faught, Michael K. and James C. Waggoner, Jr.

2012 The Early Archaic to Middle Archaic Transition in Florida: An Argument for Discontinuity. *Florida Anthropologist* 65(3):153-175.

Fernald, Edward A., editor

1981 *Atlas of Florida.* Florida State University Foundation, Inc. Tallahassee, Florida.

Fewkes, Jesse Walter

1924 Preliminary excavations at Weeden Island, Florida *Smithsonian Miscellaneous Collections* 77(13):1-26

Fike, Richard E.

1987 The Bottle Book: A Comprehensive Guide to Historic, Embossed Medicine Bottles. Gibbs M. Smith, Inc., Peregrine Smith Books. Salt Lake City, Utah.

Florence, Gene

1987 Pocket Guide to Depression Glass. Revised Fifth Edition. Collector Books. Paducah, Kentucky.

Florida 4-H Foundation

2009 Florida 4-H Hall of Fame: Dr. M. Langley Bell, Jr. Electronic document, florida4h.org /foundation1/FL4H/BellL.htm, accessed April 3, 2013.

Florida Master Site Files
2013 Florida Division of Archives, History, and Records Management. Electronic document, http://www.flheritage.com/preservation/sitefile. Accessed April 3, 2013.

Fuller, Richard S.
1985 The Bear Point Phase of the Pensacola Variant: the Protohistoric Period in Southwest Alabama. *The Florida Anthropologist* 38:150-155.

Fuller, R. S. and N. R. Stowe
1982 A proposed typology for late shell tempered ceramics in the Mobile Bay/Mobile Tensaw Delta region. In *Archaeology in Southwest Alabama: A Collection of Papers*, edited by C. Curren. Alabama Tombigbee Regional Commission, Camden, Alabama.

Graham, Russel W., and Ernest L. Lundelius, Jr.
1984 Coevolutionary Disequilibrium and Pleistocene Extinctions. Chapter 11, pp 223-249, in *Quaternary Extinctions* Paul S. Martin and Richard G. Klein, eds. University of Arizona Press. Tucson.

Greene, James
2009 Architectural Variations in Pensacola's Three Presidios. Graduate Thesis. University of West Florida. Pensacola, Florida.

Gurcke, Karl
1987 Bricks and Brickmaking: A Handbook for Historical Archaeology. The University of Idaho Press. Moscow, Idaho.

Hann, John H.
1988 *Apalachee: The Land Between the Rivers*. Gainesville: University of Florida Press.

Harris, Norma
1999 Native Americans of Santa MarÃa de Galve (1698-1722). Graduate Thesis. University of West Florida. Pensacola, Florida.

Herty, Charles H.
1903 *New Method of Turpentine Orcharding*. Manual. Library of Congress photocopy of bulletin written by Herty for USDA Bureau of Forestry. Washington, D.C.

Hine, Albert C.
1997 Structural and Paleooceanographic Evolutions of the Margins of the Florida Platform. Chapter 11 in *Florida Geology* edited by Anthony F. Randazzo and Douglas S. Jones. University of Florida Press. Gainesville.

Holmes, William Henry
1903 Aboriginal pottery of the eastern United States. 20th Annual Report of the Bureau of American Ethnology, 1898-1899: 1-237.

Hodge, F. W. and T. H. Lewis (editors).
1907 Spanish explorers in the southern United States, 1528-1543. Barnes and Noble, Inc., New York.

Howard, Clinton N.
1940 Colonial Pensacola: The British Period. *The Florida Historical Quarterly*. Vol. 19, No. 2, pp. 109-127.

Hoyt, John H. and John H. Hails
1974 Pleistocene stratigraphy of southeastern Georgia. In *Post-Miocene Stratigraphy, Central and Southern Atlantic Coastal Plain,* edited by Robert Q. Oaks, Jr. and Jules R. DuBar. Utah State University Press. Logan, Utah.

Ivester, Andrew H. and Davis S. Leigh
2003 Riverine dunes on the Coastal Plain of Georgia, USA. *Geomorphology* 51(4): 289-311.

Ivester, Andrew H., Davis S. Leigh, and D.L. Godfrey-Smith
2001 Chronology of inland dunes on the Coastal Plain of Georgia, USA. *Quaternary Research* 55(3): 293-302

Johnson, W. C. and G. Fredlund
1993 Geomorphological Studies. In Eglin Air Force Base historic preservation plan, technical synthesis of cultural resources investigations at Eglin, Santa Rosa, Okaloosa and Walton Counties, Florida. Edited by Prentice M. Thomas, Jr. and L. Janice Campbell. *New World Research, Inc., Report of Investigations* 192.

Knight, Vernon J., Jr.
1984 Late Prehistoric adaptation in the Mobile Bay region. In *Perspectives on Gulf Coast Prehistory,* edited by Dave D. Davis. University Presses of Florida, Gainesville.

Kohler, Tim A
1978 The Social and Chronological Dimensions of Village Occupation at a North Florida Weeden Island Period Site. Ph.D. Dissertation. University of Florida. Gainesville.

Kovel, Ralph, and Terry Kovel
1986 Kovel's New Dictionary of Marks. Crown Publishers, Inc. New York, New York.

Land Boundary Information System (LABINS)
2013 Florida Department of Environmental Protection. Electronic document, http://data.labins.org/2003. Accessed April 3, 2013.

Larson, Lewis
1980 Aboriginal subsistence technology on the southeastern Coastal Plain during the Late Prehistoric period. *Ripley P. Bullen Monographs in Anthropology and History* 2. University Presses of Florida, Gainesville.

Lazarus, William C.
1958 A Poverty Point complex in Florida. *The Florida Anthropologist* 11:23-32.

Lisiecki, Lorraine E. and Maureen E. Raymo
2005 A Pliocene-Pleistocene stack of 57 globally distributed benthic $\delta^{18}O$ records. *Paleoceanography* Volume 20: PA1003, doi 1029/2004PA001071, 2005.

Little, Keith J., James N. Ambrosino and Paul Jackson
2000 Archaeological Investigations at Fort Stewart, An Intensive Archaeological Survey of 9,732.6 Acres (NRMUs A9.4, A11.1, A13.2, A18.1, B3.1, B3.2, B8.1, B8.2, B9.4, D11.1, E4.1, E4.2, E4.3, E6.5, F4.2, and Training Areas B2 and Taylors Creek Maintenance Area in Liberty and Long Counties at Fort Stewart, Georgia. Panamerican Consultants, Inc., Tuscaloosa, Alabama.

Lockhart, Bill and Bill Porter
2010 The Dating Game: Tracking the Hobble-Skirt Coca-Cola Bottle. *Bottles and Extracts.* September to October 2010.

Markewich, Helaine W., Charles M. Hacke, and Paul F. Huddleston
1992 Emergent Pliocene and Pleistocene sediments of southeastern Georgia: an anomalous, fossil-poor clastic section. In *Quaternary Coasts of the Unites States: Marine and Lacustrine Systems*, edited by Charles H. Fletcher III, and John F. Wehmiller, pp. 175-189.

Marsh, O. T.
1966 Geology of Escambia and Santa Rosa Counties, Western Florida Panhandle. *Florida Geological Survey Bulletin* 46.

Manucy, Albert
1939 Report on historic sites at Pensacola, Florida. U.S. Department of the Interior, National Park Service, Castillo de San Marcos National Monument, St. Augustine, Florida.

McGovern, James R. (editor)
1974 Colonial Pensacola. In The Pensacola series commemorating the American Revolution Bicentennial, Volume I. Pensacola-Escambia Development Commission, Pensacola.

McKinnon, John L.
1975 *History of Walton County*. Reprinted by Palmetto Books, Gainesville, Florida. Originally published 1911, The Byrd Printing Company, Atlanta.

Means, Guy H.
2009 A Marine-Influenced Siliclastic Unit (Citronelle Formation) in Western Panhandle, Florida. Unpublished Master's Thesis, Department of Geological Sciences, Florida State University.

Mikell, Gregory A.
1989 An Archaeological Survey of the Proposed Front Gate to Building 3261 Fiber Optic Cable Route Pensacola Naval Air Station, Escambia County, Florida. *New World Research, Inc., Report of Investigations* 180.

1990 The Sheephead Bayou site (8By150): a single component Fort Walton hamlet site in northwest Florida. *The Florida Anthropologist* 43(3):198-208.

Mikell, Gregory A. and Lisa N. Quinn
2004 Archaeological Site Testing and Evaluation of Twenty Selected Pioneer and Early Rural Industrial Expansion Period Sites Within Eglin Air Force Base, Okaloosa, Santa Rosa, and Walton Counties, Florida. With contributions by James N. Ambrosino, Meghan L. Ambrosino, Marie J. Archambeault, Kelly A. Driscoll, Lucy D. Jones, Steven L. RabbySmith, Brian O. Shoemaker. Prepared for Ellis Environmental Group, LLC.

Mikell, Gregory, L. Janice Campbell and Prentice M. Thomas, Jr.
1989 Archaeological site recording and testing at Tyndall Air Force Base, Florida. *New World Research, Inc. Report of Investigations* 183.

Milanich, Jerald T. and Charles H. Fairbanks
1980 *Florida Archaeology.* Academic Press, New York.

Milanich, Jerald T., Ann S. Cordell, Vernon J. Knight, Jr., Timothy A. Kohler, Brenda J. Sigler-Lavell
1984 *Archaeology of Northern* F*lorida, AD 200-900: the McKeithen Weeden Island Culture*. University Press of Florida. Gainesville.

Milliken, K. T., John B. Anderson, and Antonio B. Rodriguez
2008 A new composite Holocene sea-level curve for the northern Gulf of Mexico. pp 1-11 in Response of Upper Gulf Coast Estuaries to Holocene Climate Change and Sea-Level Rise, *Special Paper* 443, Geological Society of America, edited by John B. Anderson and Antonio B. Rodriguez. Eugene, Oregon.

Moore, Clarence B.
1901 Certain aboriginal remains of the Northwest Florida Coast, Part I. *Journal of the Academy of Natural Sciences of Philadelphia* 11:142-97.

1918 The Northwestern Florida coast revisited. *Journal of the Academy of Natural Sciences* 16, Philadelphia.

Noël Hume, Ivor
1970 A Guide to Artifacts of Colonial America. Alfred A. Knopf. New York.

Otvos, Ervin G.
1992 Quaternary evolution of the Apalachicola Coast, Northeastern Gulf of Mexico. In *Quaternary Coasts of the United States: Marine and Lacustrine Systems*, edited by edited by Charles H. Fletcher III, and John F. Wehmiller. *SEPM Special Publication* No. 48. Tulsa.

2004 Prospects for interregional correlations using Wisconsin and Holocene aridity episodes, northern Gulf of Mexico Coastal Plain. *Quaternary Research* 61(1): 105-118.

2005 Numerical chronology of Pleistocene coastal plain and valley development; extensive aggradation during glacial low sea-levels. *Quaternary International* 135(1): 91-113.

Parrish, Judith T.
1998 *Interpreting Pre-Quaternary Climate from the Geological Record*. Columbia University Press. New York.

Penton, Daniel T
1970 Excavations in the Early Swift Creek Component of Bird Hammock (8Wa30). Unpublished M.A. Thesis, Department of Anthropology, Florida State University, Tallahassee.

1974 The early Swift Creek Phase In Northern Florida: Internal Expressions and External Connections. Paper presented at the Annual Meeting of the Society for American Archaeology. Washington.

Percy, George W. and David S. Brose
1974 *Weeden Island Ecology, Subsistence, and Village Life in Northwest Florida.* Paper presented at the XXXIX Annual Meeting of the Society for American Archaeology, Washington, D.C.

Phelps, David S.
1966 Early and late components of the Tucker site. *The Florida Anthropologist* 19(1):11-38.

1969 Swift Creek and Santa Rosa in northwest Florida. Institute of Archaeology and Anthropology Notebook 1:14-24. University of South Carolina, Columbia.

Phillips, John C.
1989 Phase One Cultural Resources Survey of Warrington Effluent Diversion Project Disposal Facility for Escambia County Utilities Authority. University of West Florida, Institute of West Florida Archaeology, Report of Investigations No. 23. Pensacola.

1992 Bernath Place (8SR986) A Santa Rosa-Swift Creek Site on Mulatto Bayou in Northwest Florida. Paper presented at the 49th annual Southeastern Archaeological Conference. Little Rock, Arkansas.

1993a The Arcadia Mill Site: a 19th Century Industrial Complex in Northwest Florida. University of West Florida, Archaeology Institute, Report of Investigations 44.

1993b Mill Site Reconnaissance in Northwest Florida. University of West Florida, Archaeology Institute, *Report of Investigations* 53.

1996 The Water-Powered Industries of Northwest Florida: An Archaeological Reconnaissance. University of West Florida Archaeology Institute, *Report of Investigations* 58.

1998 Flood Thy Neighbor: Colonial and American Water-Powered Mills in West Florida. *Gulf South Historical Review* Vol. 12 no.1.

Pielou, E. C.
1991 After the Ice Age: the Return of Life to Glaciated North America. The University of Chicago Press. Chicago.

Rea, Robert R.
1990 British Pensacola. *Pensacola History Illustrated*, Vol. 13(4):3-10. Pensacola historical Society. Pensacola, Florida.

Reed, Germaine M.
1995 *Crusading for Chemistry: The Professional Career of Charles Holmes Herty*. University of Georgia Press, Athens.

Riccardi, Alberto C.
2009 Letter from the International Union of Geological Science to the International Commission on Stratigraphy, confirming the lowering of the base of the Pleistocene Epoch to the base of the Gelasian Stage and the transfer of the Gelasian from the Pliocene to the Pleistocene.

Russo, Michael, Carla S. Hadden, Craig Dengel
2009 Archeological Investigations of Mounds and Ring Middens at Hare Hammock, Tyndall Air Force Base. Southeast Archeological Center, National Park Service, Tallahassee, Florida.

Sassaman, Kenneth
1993 Early Pottery in the Southeast: Tradition and Innovation in Cooking Technology. University of Alabama, Tuscaloosa.

Saucier, Roger T.
1994 Quaternary Geology of the Lower Mississippi Valley. *Arkansas Archaeological Survey, Research Series,* 6.

Scarry, John F.
1985 A proposed revision of the Fort Walton Ceramic Typology: A type-variety system. *The Florida Anthropologist* 38(3):199-232.

Scott, Thomas M.
2001 Text to Accompany the Geologic Map of Florida. Open-File Report 80. Florida Geological Survey. Tallahassee, Florida.

Scott, Thomas M., Kenneth M. Campbell, Frank R. Rupert, Jonathan D. Arthur, Richard C. Green, Guy H. Means, Thomas M. Missimer, Jacqueline M. Lloyd, J. William Yon, and Joel G. Duncan.
2001 Geologic Map of the State of Florida. Florida Geological Survey. Tallahassee, Florida.

Sears, William H.
1963 The Tucker site on Alligator Harbor, Franklin County, Florida. *Contributions to the Florida State Museum, Social Sciences* 9.

Snider, Billie Ford and J. Palmer
1994 *Spanish Plat Book Of Land Records of the District of Pensacola, Province of West Florida: British and Spanish Land Grants 1763-1821*. Antique Compiling, Pensacola. Florida

Sternberg, G. M.
1876 Indian burial mounds near Pensacola, Florida. Proceedings of American Association for the Advancement of Science 24(2): 282-292.

Stright, M.
1986a Human occupations of the continental shelf durin[g] the late Pleistocene/early Holocene: methods for site location. Geoarchaeology 1(4):347-364.

1986b Evaluation of archaeological site potential on the Gulf of Mexico continental shelf using high resolution seismic data. Geophysics. 51(3):605-622.

Stowe, Noel R.
1985 The Pensacola Variant and the Bottle Creek phase. *The Florida Anthropologist* 38:144-149.

South, Stanley
1977 *Method and Theory in Historic Archaeology*. Academic Press, New York.

Swanton, John
1946 The Indians of the Southeastern United States. *Bureau of American Ethnology* 73. Washington, D. C.

Toulouse, Julian H.
1971 *Bottle Makers and Their Marks.* Thomas Nelson, Inc., Nashville, Tennessee.

United States Department of Agriculture (USDA)
2004 Soil Survey of Escambia County, Florida. United States Department of Agriculture, Soil Conservation Service.

Tebeau, Charlton W.
1971 A history of Florida. University of Miami Press, Coral Gables.

Tesar, Louis
1973 Archeological survey and testing of Gulf Islands National Seashore, Part I: Florida. Southeastern Archaeological Center, Tallahassee.

1980 The Leon County Bicentennial survey report: an archaeological survey of selected portions of Leon County, Florida. Performed for the Florida Bicentennial Commission, City of Tallahassee, and National Park Service by the Bureau of Historic Sites and Properties, Division of Archives, History and Records Management, Florida Department of State. *Miscellaneous Project Report Series* 49.

Thomas, Prentice M., Jr. and L. Janice Campbell
1984 Cultural Resources Investigations at Eglin Air Force Base, Santa Rosa, Okaloosa and Walton Counties, Florida. An Interim Report on Phase I. *New World Research, Inc., Report of Investigations 82-5*.

1985 *The Deptford to Santa Rosa/Swift Creek Transition in the Florida Panhandle*. Paper presented at the XLII Southeastern Archaeological Conference, Pensacola.

Thomas, Prentice M., Jr. and L. Janice Campbell (cont.)
1990 The Santa Rosa/Swift Creek Culture on the Northwest Florida Gulf Coast: The Horseshsoe Bayou Phase. Paper presented at the Southeastern Archaeological Conference, Mobile

1991 Elliotts Point Complex: A Local Manifestation of Poverty Point on the Northwest Florida Gulf Coast. *In* The Poverty Point Culture: Local Manifestations, Subsistence Practices, and Trade Networks, ed. Kathleen M. Byrd. Geoscience and Man 29. School of Geoscience, Louisiana State University, Baton Rouge.

1993 Eglin Air Force Base historic preservation plan, technical synthesis of cultural resources investigations at Eglin, Santa Rosa, Okaloosa and Walton Counties, Florida. *New World Research, Inc., Report of Investigations* 192.

Thomas, Prentice M., Jr., Joseph S. Meyer, James H. Mathews, L. Janice Campbell and James R. Morehead
1995 Site Testing and Evaluation of Sites on Eglin Air Force Base, Florida. *Prentice Thomas and Associates, Inc., Report of Investigations* 263.

Thomas, Prentice M., Jr., L. Janice Campbell, and Erica Meyer, eds.
2008 Delineation and Sampling, East Half of 8WL68, Eglin Air Force Base, Walton County, Florida. Prentice Thomas and associates, Inc. *Report of Investigations No. 734*.

University of Florida George A. Smathers Libraries
2011 Aerial Photography: Florida Collection. Electronic document, http://ufdcweb1.uflib.ufl.edu/ufdc/?c=flap, accessed April 3, 2013.

Varner, J.G. and J.J. Varner (translators and editors)
1962 The Florida of the Inca. University of Texas Press, Austin.

Walker, S.T.
1885 Mounds and shell heaps on the west coast of Florida. *Annual Report of the Smithsonian Institute for 1882.*

Webb, Clarence H.
1982 The Poverty Point culture. Geoscience and Man 17 (Revised). School of Geoscience, Louisiana State University, Baton Rouge.

Whelan, James Patrick, Jr., and Charles E. Pearson
1999 *Archaeology of an Early Twentieth Century Black Community: The Good Land Cypress Sawmill Company, Terrebonne Parish, Louisiana*. Prepared for the State of Louisiana Department of Transportation and Development. Coastal Environments, Inc.

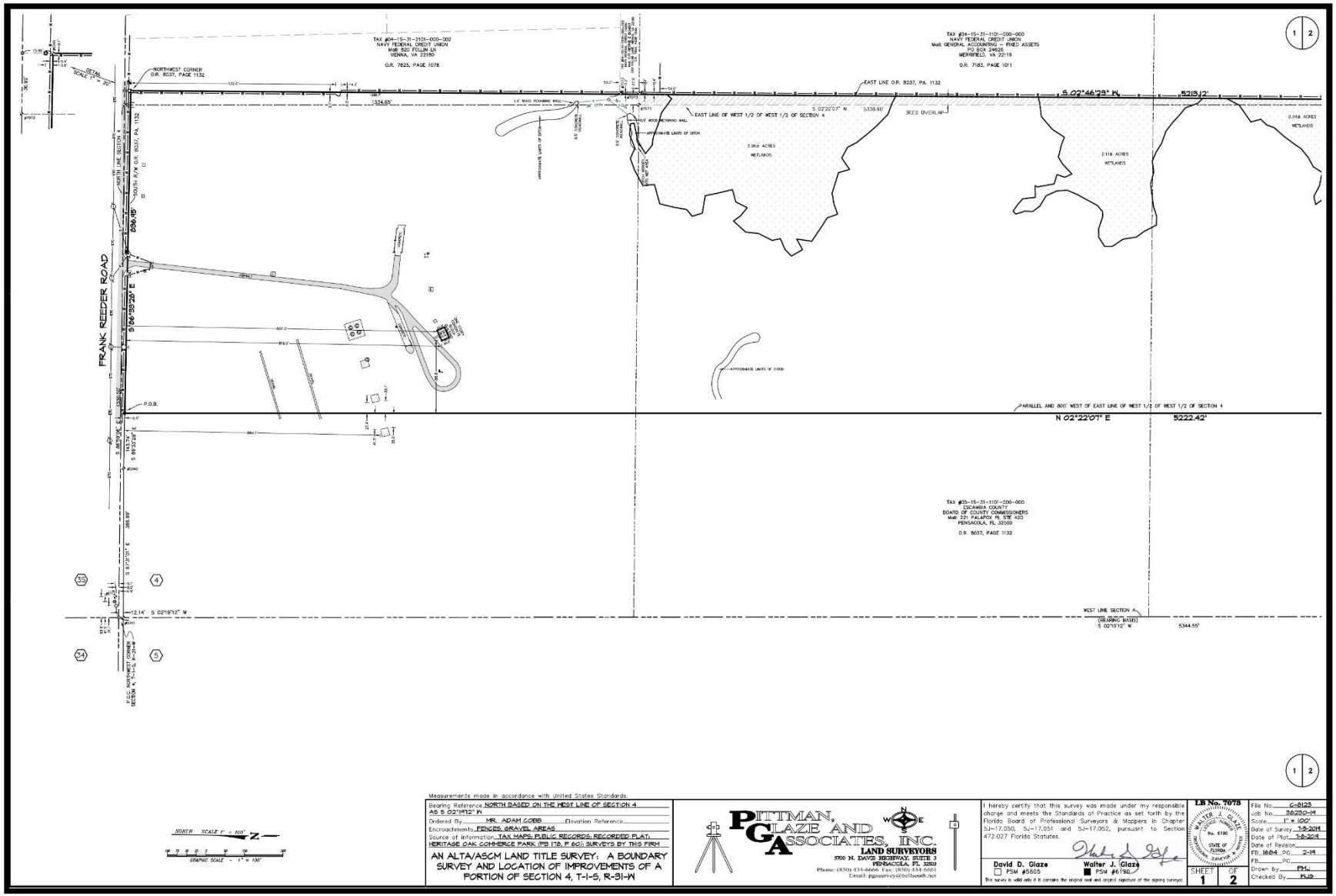
White, Nancy
1981 Archaeological survey at Lake Seminole, Jackson and Gadsden counties, Florida, Seminole and Decatur counties, Georgia. *Cleveland Museum of Natural History Archaeological Research Report* 29.

Willey, Gordon R.
1949 Archeology of the Florida Gulf Coast. *Smithsonian Miscellaneous Collections* 113.

Wilson, Harry
2000 Archaeological Site Transformation Processes and the Spanish Presidio Santa Maria de Galve (1689-1998). Graduate Thesis. University of West Florida. Pensacola, Florida.

# APPENDIX A
## Survey and Survey Legal Description provided by NFCU

This page intentionally left blank.




Measurements made in accordance with United States Standards.

Bearing Reference NORTH BASED ON THE WEST LINE OF SECTION 4 AS S 02°19'12" W

Ordered By MR. ADAM GOBB Elevation Reference

Encroachments FENCES, GRAVEL AREAS

Source of Information TAX MAPS; PUBLIC RECORDS; RECORDED PLAT; HERITAGE OAK COMMERCE PARK (PB 17B, P 60); SURVEYS BY THIS FIRM

# AN ALTA/ASCM LAND TITLE SURVEY: A BOUNDARY SURVEY AND LOCATION OF IMPROVEMENTS OF A PORTION OF SECTION 4, T-1-S, R-31-W

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

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

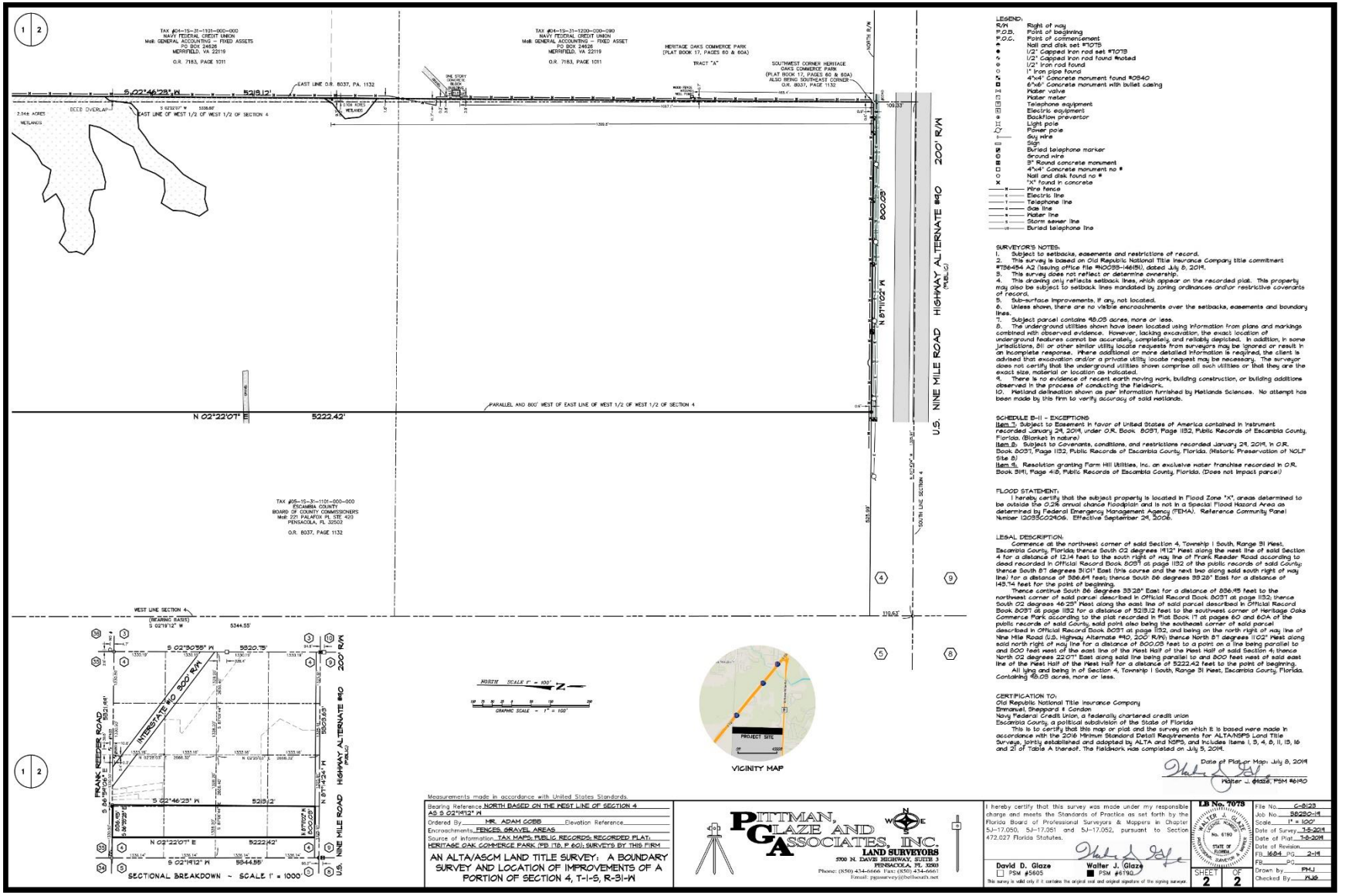
This survey is valid only if it contains the original seal and original signature of the signing surveyor.

LB No. 7075

WALTER J. GLAZE No. 6190 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

SHEET 1 OF 2

File No. C-0123
Job No. 38250-19
Scale 1" = 100'
Date of Survey 1-8-2019
Date of Plat 1-8-2019
Date of Revision
FB 1684 PG 2-19
FB PG
Drawn by PH
Checked By WJG




LEGEND:

| | |
|---|---|
| R/W | Right of way |
| P.O.B. | Point of beginning |
| P.O.C. | Point of commencement |
| ● | Nail and disk set #7078 |
| ● | 1/2" Capped iron rod set #7078 |
| ∿ | 1/2" Capped iron rod found #noted |
| ⊙ | 1/2" Iron rod found |
| ○ | 1" Iron pipe found |
| ■ | 4"x4" Concrete monument found #2940 |
| ■ | 6"x6" Concrete monument with bullet casing |
| | Water valve |
| | Water meter |
| | Telephone equipment |
| | Electric equipment |
| | Backflow preventor |
| | Light pole |
| | Power pole |
| | Guy wire |
| | Sign |
| | Buried telephone marker |
| | Ground wire |
| | 3" Round concrete monument |
| | 4"x4" Concrete monument no # |
| | Nail and disk found no # |
| × | "X" found in concrete |
| | Wire fence |
| | Electric line |
| | Telephone line |
| | Gas line |
| | Water line |
| | Storm sewer line |
| | Buried telephone line |

SURVEYOR'S NOTES:

1. Subject to setbacks, easements and restrictions of record.
2. This survey is based on Old Republic National Title Insurance Company title commitment #TB6454 A2 (issuing office file #NOCBS-146151), dated July 8, 2019.
3. This survey 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.
5. Sub-surface improvements, if any, not located.
6. Unless shown, there are no visible encroachments over the setbacks, easements and boundary lines.
7. Subject parcel contains 49.05 acres, more or less.
8. The underground utilities shown have been located using information from plans and markings combined with observed evidence. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response. Where additional or more detailed information is required, the client is advised that excavation and/or a private utility locate request may be necessary. The surveyor does not certify that the underground utilities shown comprise all such utilities or that they are the exact size, material or location as indicated.
9. There is no evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.
10. Wetland delineation shown as per information furnished by Wetlands Sciences. No attempt has been made by this firm to verify accuracy of said wetlands.

SCHEDULE B-II – EXCEPTIONS

Item 7. Subject to Easement in favor of United States of America contained in instrument recorded January 24, 2014, under O.R. Book 8037, Page 1152, Public Records of Escambia County, Florida. (Blanket in nature)

Item 8. Subject to Covenants, conditions, and restrictions recorded January 24, 2014, in O.R. Book 8037, Page 1152, Public Records of Escambia County, Florida. (Historic Preservation of NOLF Site 8)

Item 9. Resolution granting Farm Hill Utilities, Inc. an exclusive water franchise recorded in O.R. Book 3141, Page 416, Public Records of Escambia County, Florida. (Does not impact parcel)

FLOOD STATEMENT:

I hereby certify that the subject property is located in Flood Zone "X", areas determined to be outside the 0.2% annual chance floodplain and is not in a Special Flood Hazard Area as determined by Federal Emergency Management Agency (FEMA). Reference Community Panel Number 12033C0216G. Effective September 29, 2006.

LEGAL DESCRIPTION:

Commence at the northwest corner of said Section 4, Township 1 South, Range 31 West, Escambia County, Florida; thence South 02 degrees 19'12" West along the west line of said Section 4 for a distance of 12.14 feet to the south right of way line of Frank Reeder Road according to deed recorded in Official Record Book 8037 at page 1152 of the public records of said County; thence South 87 degrees 31'01" East (this course and the next two along said south right of way line) for a distance of 386.64 feet; thence South 86 degrees 33'28" East for a distance of 149.74 feet for the point of beginning.

Thence continue South 86 degrees 33'28" East for a distance of 836.45 feet to the northwest corner of said parcel described in Official Record Book 8037 at page 1152, thence South 02 degrees 46'23" West along the east line of said parcel described in Official Record Book 8037 at page 1152 for a distance of 5218.12 feet to the southwest corner of Heritage Oaks Commerce Park according to the plat recorded in Plat Book 17 at pages 60 and 60A of the public records of said County, said point also being the southeast corner of said parcel described in Official Record Book 8037 at page 1152, and being on the north right of way line of Nine Mile Road (U.S. Highway Alternate #90, 200' R/W); thence North 87 degrees 11'02" West along said north right of way line for a distance of 800.05 feet to a point on a line being parallel to and 800 feet west of the east line of the West Half of the West Half of said Section 4; thence North 02 degrees 22'07" East along said line being parallel to and 800 feet west of said east line of the West Half of the West Half for a distance of 5222.42 feet to the point of beginning.

All lying and being in of Section 4, Township 1 South, Range 31 West, Escambia County, Florida. Containing 49.05 acres, more or less.

CERTIFICATION TO:

Old Republic National Title Insurance Company
Emmanuel, Sheppard & Condon
Navy Federal Credit Union, a federally chartered credit union
Escambia County, a political subdivision of the State of Florida

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 3, 4, 8, 11, 13, 16 and 21 of Table A thereof. The fieldwork was completed on July 5, 2019.

Date of Plat or Map: July 8, 2019

Walter J. Glaze, PSM #6190

Measurements made in accordance with United States Standards.

Bearing Reference NORTH BASED ON THE WEST LINE OF SECTION 4 AS S 02°19'12" W

Ordered By: MR. ADAM GOBB Elevation Reference:

Encroachments: FENCES, GRAVEL AREAS

Source of information: TAX MAPS; PUBLIC RECORDS; RECORDED PLAT; HERITAGE OAK COMMERCE PARK (PB 17B, P 60); SURVEYS BY THIS FIRM

AN ALTA/ASCM LAND TITLE SURVEY: A BOUNDARY SURVEY AND LOCATION OF IMPROVEMENTS OF A PORTION OF SECTION 4, T-1-S, R-31-W

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

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

This survey is valid only if it contains the original seal and original signature of the signing surveyor.

LB No. 7078

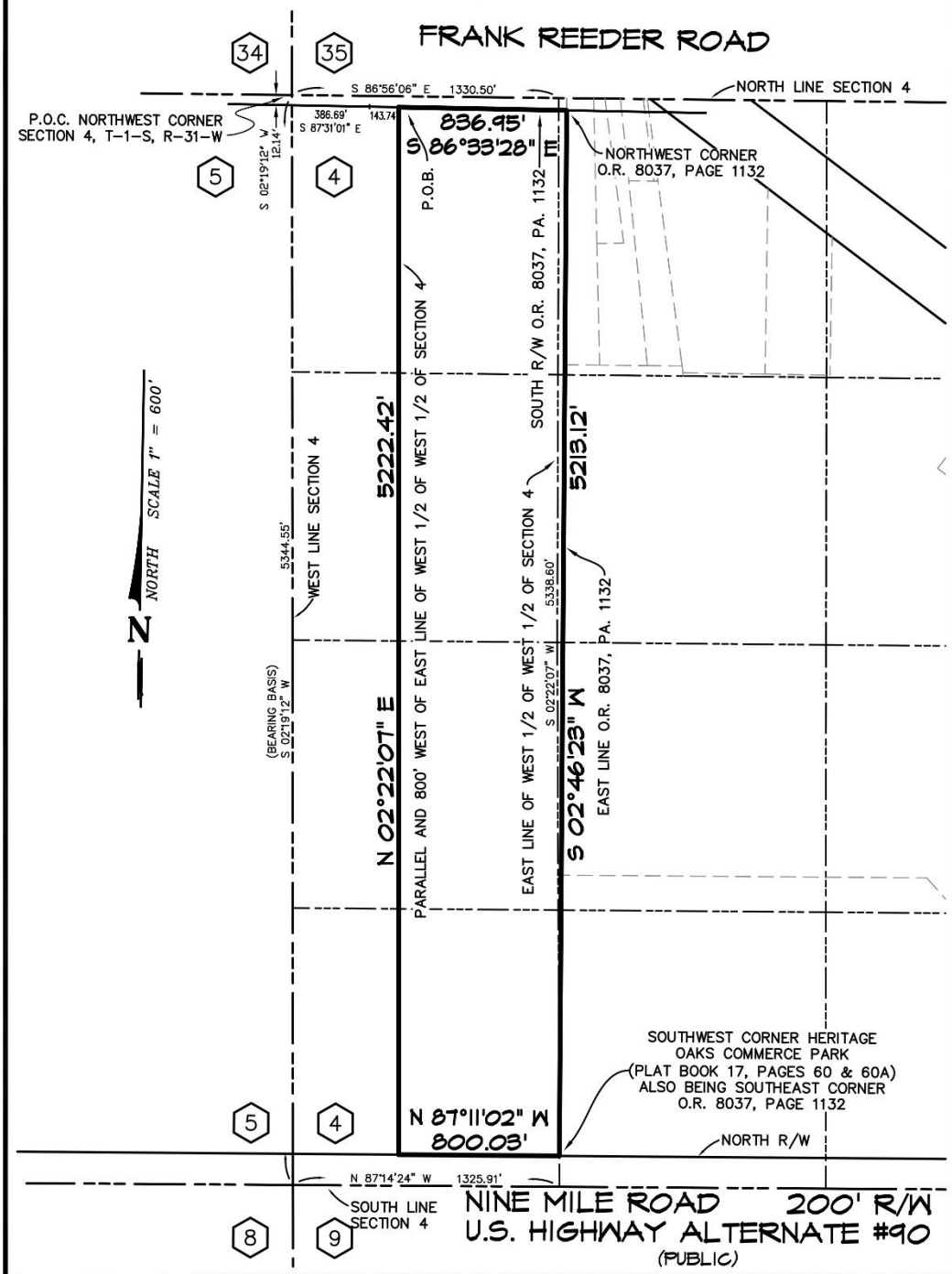
| | |
|---|---|
| File No. | C-0123 |
| Job No. | 58220-19 |
| Scale | 1" = 100' |
| Date of Survey | 7-5-2019 |
| Date of Plat | 7-8-2019 |
| Date of Revision | |
| FB. 1624 PG. | 2-19 |
| FB PG. | |
| Drawn by | PHJ |
| Checked By | PLG |

SHEET 2 OF 2

GMR: 10-03-2019 Large Scale Map Amendment LSA-2019-01 Attachment

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 4, T-1-S, R-31-W




Source of Information: TAX MAPS; PUBLIC RECORDS; RECORDED PLAT: HERITAGE OAK COMMERCE PARK (PB 17B, P 60); SURVEYS BY THIS FIRM
Measurements made in accordance to United States Standards. This survey is valid only if it contains the original seal and original signature of the signing surveyor.

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. **LB No. 7078**

**David D. Glaze** ☐ PSM #5605
**Walter J. Glaze** ■ PSM #6190

File No. A-15,239 Drawn By PMJ
Job No. 38230-19b Checked By WJG
Scale 1" = 600' Elevation Reference
Date of Survey FB PG
Date of Plat 6-6-2019 FB PG
Date of Revision
Ordered By MR. ADAM COBB
Encroachments
Bearing Reference NORTH BASED ON THE WEST LINE OF SECTION 4 AS S 02°19'12" W

NOT VALID WITHOUT SEAL AND SIGNATURE

SHEET 1 OF 2

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 4, T-1-S, R-31-W

LEGEND:

| | |
|---|---|
| R/W | Right of way |
| P.O.B. | Point of beginning |
| P.O.C. | Point of commencement |

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 property may also be subject to setback lines mandated by zoning ordinances and\or restrictive covenants of record.
5. NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION:

Commence at the northwest corner of said Section 4, Township 1 South, Range 31 West, Escambia County, Florida; thence South 02 degrees 19'12" West along the west line of said Section 4 for a distance of 12.14 feet to the south right of way line of Frank Reeder Road according to deed recorded in Official Record Book 8037 at page 1132 of the public records of said County; thence South 87 degrees 31'01" East (this course and the next two along said south right of way line) for a distance of 386.69 feet; thence South 86 degrees 33'28" East for a distance of 143.74 feet for the point of beginning.

Thence continue South 86 degrees 33'28" East for a distance of 836.95 feet to the northwest corner of said parcel described in Official Record Book 8037 at page 1132; thence South 02 degrees 46'23" West along the east line of said parcel described in Official Record Book 8037 at page 1132 for a distance of 5213.12 feet to the southwest corner of Heritage Oaks Commerce Park according to the plat recorded in Plat Book 17 at pages 60 and 60A of the public records of said County, said point also being the southeast corner of said parcel described in Official Record Book 8037 at page 1132, and being on the north right of way line of Nine Mile Road (U.S. Highway Alternate #90, 200' R/W); thence North 87 degrees 11'02" West along said north right of way line for a distance of 800.03 feet to a point on a line being parallel to and 800 feet west of to the east line of the West Half of the West Half of said Section 4; thence North 02 degrees 22'07" East along said line being parallel to and 800 feet west of said east line of the West Half of the West Half for a distance of 5222.42 feet to the point of beginning.

All lying and being in of Section 4, Township 1 South, Range 31 West, Escambia County, Florida. Containing 98.03 acres, more or less.

Source of Information: TAX MAPS; PUBLIC RECORDS; RECORDED PLAT: HERITAGE OAK COMMERCE PARK (PB 17B, P 60); SURVEYS BY THIS FIRM
Measurements made in accordance to United States Standards. This survey is valid only if it contains the original seal and original signature of the signing surveyor.

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. **LB No. 7078**

**David D. Glaze** ☐ PSM #5605
**Walter J. Glaze** ■ PSM #6190

File No. A-15,239 Drawn By PMJ
Job No. 38230-19b Checked By WJG
Scale 1" = 600' Elevation Reference
Date of Survey FB PG
Date of Plat 6-6-2019 FB PG
Date of Revision
Ordered By MR. ADAM COBB
Encroachments

Bearing Reference NORTH BASED ON THE WEST LINE OF SECTION 4 AS S 02°19'12" W

NOT VALID WITHOUT SEAL AND SIGNATURE

SHEET 2 OF 2

This page intentionally left blank.

# EXHIBIT A

Escambia County
Clerk's Original

5/16/2019 CAT I-4

## CONTRACT FOR SALE AND PURCHASE

**THIS CONTRACT FOR SALE AND PURCHASE** (this "Contract') is entered into by and between **ESCAMBIA COUNTY,** a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners ("Seller"), and **NAVY FEDERAL CREDIT UNION,** a federally chartered credit union ("Purchaser").

The effective date of this Contract will be the date when the last one of Seller or Purchaser has signed and delivered this Contract to the other party (the "Effective Date").

## RECITALS

WHEREAS, Seller owns certain property located in Escambia County, Florida which is more particularly described in this Contract;

WHEREAS, Seller now desires to sell and convey the Property (defined below) to Purchaser, and Purchaser desires to purchase and acquire that Property, in accordance with the terms and conditions of this Contract, and

WHEREAS, the Escambia County Board of County Commissioners has approved such sale of the Property.

## AGREEMENT

**NOW, THEREFORE,** Seller and Purchaser do hereby covenant and agree as follows:

1. **Purchase and Sale**. Subject to the terms, covenants, and conditions contained in this Contract, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase and acquire from Seller, the following described property (collectively, the "Property"):

(a) **Real Property**. That certain real property consisting of approximately 96 acres located in Escambia County, Florida, as more particularly depicted and described in Exhibit "A" attached to and made a part of this Contract (the "Real Property");

(b) **Improvements**. All building, structures, and improvements situated on the Real Property, all fixtures, facilities, and other property attached to such buildings, structures, and improvements (collectively, the "Improvements");

(c) **Other Real Property Interests**. All right, title, and interest of Seller, if any, in and to any and all strips, gores, easements, privileges, choses in action, rents, issues, and profits, and other tenements, hereditaments, and appurtenances of or related to the Real Property; and

(d) **Intangible Personal Property**. All right, title, and interest of Seller, if any, in all development and other rights and all documents, technical matters, and work product related to the Real Property, including, without limitation, the following (collectively, the "Intangible Personal Property"):

(i) agreements, contracts, covenants, and restrictions related to or benefiting the Real Property and the Improvements, and any and all rights of Seller thereunder, including development rights, air rights, density rights, and drainage rights;

(ii) approvals, licenses, authorizations, permits, and applications with or from governmental authorities related to or benefiting the Real Property and the Improvements; and

(iii) documents and work product of all professionals in connection with the Real Property, including all environmental studies and water samplings, all soil or engineering tests, and all construction, engineering, architectural, landscaping, and other plans, drawings, renderings, photographs, specifications, surveys, maps, site plans, plats, and other graphics related to development of the Real Property and the construction of the Improvements

2. **Purchase Price**. The purchase price for the Property (the "Purchase Price") will be the sum of (a) the product of $47,500 multiplied by the acreage of that portion of the Real Property not identified as wetlands in the Survey (defined below) obtained pursuant to Section 3(a) hereof, and (b) the product of $1,500 multiplied by the acreage of that portion of the Real Property identified as wetlands in the Survey obtained pursuant to Section 3(a) hereof. It is anticipated that the Survey will reflect approximately 88 acres of uplands and eight acres of wetlands, leading to an anticipated Purchase Price of $4,192,000. Those acreage calculations and anticipated Purchase Price are subject to change, depending on the results of the Survey. The Purchase Price will be subject to prorations and adjustments described in this Contract and payable as follows:

(a) Within five business days after execution by all parties, Purchaser will deliver to Emmanuel, Sheppard and Condon ("Escrow Agent"), by cashier's check or wire transfer, the sum of $100,000, the proceeds of which will be held by Escrow Agent as an earnest money deposit (the "Deposit"). If the transaction contemplated by this Contract does not close, Escrow Agent must disburse the Deposit to the party entitled to the deposit as provided for in this Contract.

(b) On the Closing Date, as subsequently defined, Purchaser will pay or cause to be paid to Escrow Agent, in escrow, the balance of the Purchase Price subject to all adjustments, credits (whether for the Deposit or otherwise), setoffs, and prorations as provided in this Contract. The Deposit will be applied at Closing (defined below) as a credit against the balance of the Purchase Price due from Purchaser.

3. **Survey and Title Matters**.

(a) Survey. Purchaser shall obtain a new survey of the Real Property prepared and sealed, at Purchaser's expense, by a duly licensed land surveyor ("Survey"). The Survey shall meet the 2016 ALTA/NSPS minimum standard detail requirements, shall be certified to the parties and the Escrow Agent and Title Company, and shall show and locate all Exceptions (defined below). The Survey shall also contain a complete and accurate legal description of the

Real Property, and shall show all encroachments, visible easements, wetlands (including acreage calculations of Escambia County wetland delineation per Wetland Sciences, Incorporated, March 2019), and improvements on the Real Property.

(b) Title Commitment. Following the Effective Date, Purchaser shall obtain, (i) a title insurance commitment from Old Republic National Title Insurance Company ("Title Company"), showing the condition of Seller's title to the Real Property (the "Title Commitment"), and (ii) complete and legible copies of all recorded documents listed as Schedule B-1 matters or as special Schedule B-2 exceptions (the "Exceptions", and together with the Title Commitment, the "Title Documents").

(c) Objections. Purchaser shall have through the expiration of the Inspection Period (defined below) to examine the Survey and the Title Documents and to provide written objections to Seller of matters set forth in the Survey and/or the Title Documents (the "Objections"). In the event Purchaser gives timely written notice of its Objections, Seller shall have the right, but not the obligation, to attempt to remove, satisfy or otherwise cure the Objections. Within five days after receipt of Purchaser's notice of the Objections, Seller shall give written notice to Purchaser informing Purchaser of Seller's election with respect to the Objections.

(d) Seller's Election. If Seller elects not to attempt to cure one or more Objections, Purchaser's sole remedy under this Contract shall be to either: (i) elect to terminate this Contract by written notice to Seller, in which event the Deposit shall be returned to Purchaser, and the parties shall have no further right or obligation under this Contract (except for rights or obligations which expressly survive the termination of this Contract); or (ii) waive the Objections and continue the transactions contemplated by this Contract.

(e) Termination. To terminate this Contract pursuant to Section 3(d) of this Contract, Purchaser must give written notice to Seller of Purchaser's election to terminate not later than five days after receipt of written notice from Seller of Seller's election not to attempt to cure one or more Objections. If Purchaser fails to give timely notice of its election to terminate, Purchaser's right to terminate this Contract under Section 3(d) of this Contract shall expire and the Objections shall be deemed to be "Permitted Encumbrances." Moreover, any matter disclosed on the Survey or the Title Commitment to which Purchaser does not timely object or which are approved by Purchaser, and any Objection that is waived or deemed to have been waived by Purchaser, shall be deemed to be a Permitted Encumbrance. For the avoidance of doubt, no Seller Encumbrance (defined below) shall be or be deemed to be a Permitted Encumbrance.

(f) New Objections.

(i) In the event there are any updates or supplements to the Survey or the Title Documents first issued after Purchaser has given Seller written notice of its Objections and before the Closing, then Purchaser may notify Seller in writing of any objections to matters set forth in such an update or supplement (the "New Objections"). Purchaser must notify Seller of the New Objections within five business days after first being made aware of the existence of such matters. In the event Purchaser gives timely written notice of its New Objections, Seller shall have the right, but not the obligation, to attempt to remove, satisfy or otherwise cure the New Objections. Within five days after receipt of

Purchaser's notice of the New Objections, Seller shall give written notice to Purchaser informing Purchaser of Seller's election with respect to the New Objections.

(ii) If Seller elects not to attempt to cure one or more New Objections, Purchaser's sole remedy under this Contract shall be to either: (A) elect to terminate this Contract by written notice to Seller, in which event the Deposit shall be immediately returned to Purchaser, and the parties shall have no further right or obligation under this Contract (except for rights or obligations which survive the termination of this Contract); or (B) waive the New Objections and continue the transactions contemplated by this Contract.

(iii) To terminate this Contract pursuant to this Section 3(f), Purchaser must give written notice to Seller of Purchaser's election to terminate not later than five days after receipt of written notice from Seller of Seller's election not to attempt to cure one or more New Objections.

(iv) If Purchaser so notifies Seller of any New Objections pursuant to this Section 3(f), the date for Closing shall be automatically extended until the date that is five days after each of Purchaser and Seller is afforded its respective rights as required by the terms of this Section 3(f).

(g) Seller Encumbrances. Notwithstanding any provision in this Contract, all Seller Encumbrances must be satisfied, remedied and/or cured by Seller on or before the Closing Date (as defined below) or, if not so satisfied, remedied and/or cured, shall be satisfied at Closing out of the proceeds otherwise payable to Seller. As used herein, the term "Seller Encumbrance" shall mean (i) any mortgage, deed of trust, judgment lien, or other monetary lien encumbering the Property, and (ii) any mechanic's, materialmen's or other similar liens, but excluding any such liens caused by Purchaser or Purchaser's Agents.

4. **Inspection Period.**

(a) Purchaser shall have 60 days from the Effective Date to determine whether the Property is suitable, in Purchaser's sole and absolute discretion, for Purchaser's intended use of the Property (the "Inspection Period"). During the Inspection Period, Purchaser may, at Purchaser's expense, conduct any tests, analyses, surveys, and investigations ("Inspections") that Purchaser deems necessary to determine, to Purchaser's satisfaction and in its discretion, the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; flood zone status; subdivision regulations; soil and grade; availability of access to public roads, and water and other utilities; consistency with local, state, and regional growth management and comprehensive use plans; availability of permits, governmental approvals, and licenses; compliance with Americans with Disabilities Act; absence of asbestos, soil, and groundwater contamination; and any other inspections that Purchaser deems appropriate to determine the suitability of the Property for Purchaser's intended use and development. If the condition of the Property is not satisfactory to Purchaser in Purchaser's sole and exclusive judgment, or if Purchaser determines for any other reason not to purchase the Property, Purchaser will have the right to terminate this Contract by giving Seller written notice of such termination at any time before 5 p.m. CDT of the last day of the Inspection Period. Upon such termination, the Escrow Agent must return the Deposit to Purchaser, and the parties will thereupon be released

from further obligations under this Contract except as otherwise provided herein as to any provisions of this Contract that specifically survive termination of this Contract.

(b) If Purchaser terminates this Contract pursuant to this Section 4, Purchaser must pay in full the cost of all inspections, reports, surveys, and tests of any kind resulting from Purchaser's inspection so that no person, firm or entity will have the right to file a lien on the Real Property.

(c) Purchaser agrees to indemnify, defend (by counsel reasonably satisfactory to Seller), save, and hold harmless Seller from and against any and all losses, claims, damages, liabilities, or expenses (including reasonable attorneys' fees and costs through all appellate levels and post-judgment proceedings) related to, growing out of, or arising from the entry on or investigation of the Property by Purchaser. The provisions of this Section 4 will survive Closing or the termination of this Contract but only for a period of six months from Closing or earlier termination of this Contract.

5. **Approvals**.

(a) From and after the Effective Date, Purchaser may pursue, seek and/or apply for each and every rezoning, variance, special exception, conditional use permit, site plan approval, platting, and other zoning and/or land use approval from the appropriate governmental authority or authorities, which Purchaser may deem necessary or desirable to permit and provide for Purchaser's intended development, construction, ownership, operation, use and/or occupancy of the Property (collectively, the "Land Use Approvals").

(b) From and after the Effective Date, Purchaser may pursue, seek and/or apply for each and every other approval, consent, permit or other matter from, of or with the appropriate governmental authority or authorities, or other public or private body or person (including, without limitation, any public, quasi-public or private utility), which Purchaser may deem necessary or desirable to permit and provide for Purchaser's intended development, construction, ownership, operation, use and/or occupancy of the Property (collectively, the "Other Approvals").

(c) Within seven days following a written request from Purchaser, Seller shall (i) furnish Purchaser all documents and/or information which Purchaser may deem necessary or desirable, or which Purchaser may require, in order to obtain the Land Use Approvals and/or the Other Approvals; (ii) execute any and all applications for the Land Use Approvals and/or the Other Approvals, and any related documents (including, without limitation, any agreements, commitments, easements, or similar documents), which Purchaser may deem necessary or desirable, or which Purchaser may be required, to file with any governmental authority, or other public or private body or person, in order to obtain the Land Use Approvals and/or the Other Approvals; and (iii) otherwise use its best, good-faith efforts to assist Purchaser in obtaining the Land Use Approvals and the Other Approvals; provided, that Seller shall not be required to incur any material out-of-pocket cost or expense in connection therewith.

6. **Seller's Documents**. Seller has delivered before or simultaneously with the execution of this Contract, or will deliver to Purchaser within 10 days from the Effective Date of this Contract, copies

of the following items, which are true, correct, and complete copies of the originals of such items and which have not been amended or modified in any way, except as included in those copies:

(a) Instruments evidencing all existing leases, tenancies, licenses, and other rights of occupancy or use for any portion of the Property;

(b) All engineering, soil, environmental, technical, zoning, access, and similar reports or documents with respect to the Property prepared by or for Seller that are in Seller's possession or control, and all licenses, certificates of occupancy, use permits, and the like issued with respect to the Property or any portion of the Property;

(c) All recorded and unrecorded restrictive covenants, conditions, restrictions, and easements affecting title to or use of the Property; and

(d) All documents in Seller's possession related to any special use, nonconforming use, or zoning variance granted with respect to the Property.

7. **Seller's Representations and Covenants**. To induce Purchaser to enter into this Contract and to purchase the Property, Seller covenants with, and represents to, Purchaser as follows:

(a) During the term of this Contract, Seller will maintain and operate the Property in a manner consistent with Seller's maintenance and operation of the Property preceding the Effective Date, and will not, without the prior written consent of Purchaser in each instance, which consent must not be unreasonably withheld, undertake or commence any material or substantial renovations or alterations to the Property unless necessary to remedy violations, preserve or protect the Property, or comply with any obligation of Seller under the this Contract.

(b) Seller has no knowledge regarding, and has received no written notice of, violations of any law, ordinance, order, or regulation affecting the Property issued by any governmental or quasi-governmental authority having jurisdiction over the Property that has not been corrected; and before the Closing, Seller must promptly disclose to Purchaser any knowledge regarding, and furnish to Purchaser copies of any and all written notices of, violations that Seller receives between the Effective Date and the Closing Date from any governmental or quasi-governmental authorities having jurisdiction over the Property.

(c) Seller has not received a written summons, citation, directive, notice, complaint, or letter from the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, or other federal, state, or local governmental agency or authority specifying any alleged violation of any environmental law, rule, regulation, or order at or on the Property and, to the best of Seller's actual knowledge, information, and belief, without any investigation or due diligence, the Property is not currently under investigation for any such violation.

(d) Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act (FIRPTA), as amended.

(e) At all times during the term of this Contract and as of the Closing, all of Seller's representations, and covenants in this Contract shall be true and correct.

(f) No representation by Seller contained in this Contract and no statement delivered or information supplied to Purchaser pursuant to this Contract contains any untrue statement of a material fact or omits a material fact necessary to make the statements or information contained in them or in this Contract not misleading.

(g) Seller (i) has full power and authority to enter into this Contract and to consummate the transaction contemplated by this Contract, and (ii) has taken all necessary action or actions to approve the transaction contemplated by this Contract.

8. **Purchaser's Conditions Precedent.**

(a) The following are express conditions precedent to Purchaser's obligation to proceed to Closing:

(i) the truth and correctness of all of Seller's representations and the fulfillment of all of Seller's covenants at all times during the term of this Contract and as of Closing, including, without limitation, the proper execution and delivery of all Seller's closing documents as provided in this Contract;

(ii) Purchaser shall have obtained full and final approval(s) as reasonably necessary to rezone the Real Property to a classification consistent with that of Purchaser's adjacent property (HC/LI) or as such other classification deemed necessary or desirable by Purchaser, in its sole discretion;

(iii) Purchaser shall have obtained full and final approval(s) as reasonably necessary to change the Future Land Use classification of the Real Property to a classification consistent with that of Purchaser's adjacent property (MU-U) or as other classification deemed necessary or desirable by Purchaser, in its sole discretion;

(iv) The Real Property shall have been legally subdivided from its parent parcel, to the extent required by law;

(v) Purchaser shall have obtained a Phase I Archaeological Survey of the Real Property confirming the absence of potentially significant archeological resources and being otherwise satisfactory to Purchaser in all respects;

(vi) The Florida Department of State Division of Historical Resources shall have provided Purchaser with its express written permission for Purchaser's development of the Property, as required by that certain Quit Claim Deed recorded in Book 8037, Page 1132 of the Official Records of Escambia County, Florida;

(vii) The satisfaction of all terms, conditions and requirements contained in that certain Quit Claim Deed recorded in Book 8037, Page 1132 of the Official Records of

Escambia County, Florida, as reasonably necessary to enable Purchaser's use and development of the Property;

(viii) Purchaser shall have obtained such other Land Use Approvals as necessary or desirable to permit and provide for Purchaser's intended development, construction, ownership, operation use and/or occupancy of the Property; and

(ix) there must have been no material change to the Property since the date of this Contract.

(b) For clarification and notwithstanding anything in this Contract to the contrary, Purchaser shall have no obligation to schedule or otherwise proceed to Closing until after each of the forgoing conditions precedent have been fully satisfied or waived in writing, whenever that may be. The failure of a condition precedent to Purchaser's obligation to proceed to Closing will entitle Purchaser to terminate this Contract by giving written notice to Seller. Upon such termination, the Escrow Agent must return the Deposit to Purchaser, and the parties will thereupon be released from further obligations under this Contract except as otherwise provided herein as to any provisions of this Contract that specifically survive termination of this Contract.

(c) Purchaser reserves the right to waive any of the terms and conditions of this Contract made for its benefit and to purchase the Property in accordance with the terms and conditions of this Contract that have not been so waived. Any such waiver must be in writing signed by Purchaser. No waiver by either party of any breach or default by the other of any provision of this Contract will be deemed or construed to be a waiver of any subsequent or continuing breach or default of the same or any other provision of this Contract; any forbearance by either party from the exercise of a remedy for any such breach or default after notice of it will not be deemed or construed to be a waiver by that party of any of its rights or remedies with respect to the breach or default.

9. **Seller's Condition Precedent.**

(a) The following is an express condition precedent to Seller's obligation to close the transaction contemplated by this Contract: at Closing, pursuant to a separate agreement between Purchaser and Seller, Purchaser will commit to creating 300 jobs. The forgoing agreement shall be in a form satisfactory to Purchaser and be consistent with the terms contained in Purchaser's Non-Binding Letter of Intent dated April 29, 2019.

(b) The failure of Seller's condition precedent to its obligation to proceed to Closing will entitle Seller to terminate this Contract by giving written notice to Purchaser. Upon such termination, the Escrow Agent must return the Deposit to Purchaser, and the parties will thereupon be released from further obligations under this Contract except as otherwise provided herein as to any provisions of this Contract that specifically survive termination of this Contract.

(c) Seller reserves the right to waive any of the terms and conditions of this Contract made for its benefit and to sell the Property in accordance with the terms and conditions of this Contract that have not been so waived. Any such waiver must be in writing signed by Seller.

10. **Default and Remedies.**

(a) **Purchaser's Default.** If Purchaser defaults in the performance of its obligations under this Contract, without fault on Seller's part and without failure of title or any conditions precedent to Purchaser's obligations under this Contract, and fails to cure within 10 days after receipt of written notice from Seller, Seller as Seller's sole and exclusive remedy, will have the right to terminate this Contract by giving notice to Purchaser, in which event Seller will be immediately entitled to receive the Deposit, together with all interest earned on it, as agreed upon liquidated damages and in full settlement of all claims of Seller against Purchaser arising from or related to this Contract. Seller and Purchaser specifically understand and agree that (i) the foregoing remedy is intended to operate as a liquidated damages clause and not as a penalty or forfeiture provision; (ii) the actual damages Seller may suffer if Purchaser defaults are impossible to ascertain precisely and, therefore, the Deposit represents the parties' reasonable estimate of such damages considering all of the circumstances existing on the date of this Contract; (iii) the Deposit is intended to fully compensate Seller for entering into this Contract and, therefore, Seller will not be entitled to bring any action at law or in equity against Purchaser for an alleged default under this Contract except such actions as are necessary to obtain the Deposit; and (iv) upon receipt by Seller of the Deposit, this Contract will cease and terminate and be of no further force and effect, and Seller will have no further claims against Purchaser under this Contract, except for any claims under any provisions of this Contract that specifically survive termination of this Contract. Seller hereby expressly waives all rights to seek damages other than the liquidated damages provided for in this Section 10(a).

(b) **Seller's Default.** If Seller defaults in the performance of its obligations under this Contract and Seller fails to cure such default within 10 days of receipt of written notice from Purchaser, Purchaser will have the right to terminate this Contract by giving notice to Seller, in which event the Deposit will be returned to Purchaser together with reimbursement from Seller of Purchaser's reasonable actual documented out-of-pocket expenditures and attorneys' fees incurred by Purchaser after the Effective Date in connection with its investigation of the Real Property and the Land Use Approvals contemplated in Section 5, but in no event shall the reimbursement exceed $10,000 in the aggregate, and this Contract will be deemed null and void with no party having any further rights or obligations under the Contract, except for those rights, obligations, and remedies that specifically survive the termination of this Contract. Except for those rights, obligations, and remedies that specifically survive the termination of this Contract, this is the sole and exclusive remedy of Purchaser.

11. **Closing.**

(a) **Closing Date.** Closing of the purchase and sale of the Property (the "Closing") shall occur at Emmanuel, Sheppard and Condon, within 30 days following the later to occur of (i) expiration of the Inspection Period, or (ii) satisfaction or Purchaser's written waiver of each of the conditions precedent outlined in Section 8(a), above (the "Closing Date");

(b) **Seller Closing Documents.** At the Closing, Seller shall deliver to Escrow Agent each of the following items, which must be acceptable to Purchaser, duly and properly executed, acknowledged, and in proper form for recording, if required, by the appropriate party, unless waived by Purchaser:

(i) A deed ("Deed") to be prepared by the County Attorney conveying to Purchaser fee simple title to the Real Estate and Improvements, subject to taxes and assessments for the current year 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 shall not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities; and further subject to all notice provisions, covenants, and other duties and obligations contained in the Quit Claim Deed from the United States of America to Escambia County recorded in Official Record Book 8037 at page 1132 of the public records of Escambia County, Florida. Additionally, the Deed shall expressly disclaim and waive any reservation of mineral (and related surface) rights available to Seller under Florida Statutes 270.11 or otherwise;

(ii) Originals or, if appropriate, copies of all Intangible Personal Property, together with an assignment of all Intangible Personal Property;

(iii) Any federal and state tax reporting forms required in connection with the transaction contemplated by this Contract;

(iv) The original, fully-executed minutes from the Escambia County Board of County Commissioners meeting confirming and authorizing the sale of the Property, together with such other documents and approvals as may reasonably be required by the Title Company;

(v) Closing statement prepared by the Escrow Agent and approved by Seller and Purchaser;

(vi) A certificate from Seller dated the date of Closing certifying that all of the representations of Seller set forth in this Contract are true, correct, and complete in all respects at and as of the Closing (subject to those limitations and qualifications stated in this Contract);

(vii) Corrective instruments or other instruments necessary to clear title;

(viii) Actual, exclusive physical possession of the Property;

(ix) All keys and other means of physical access to the Real Property and/or the Improvements; and

(x) Such additional documents as are customarily required of sellers in transactions of this type in Escambia County, Florida, or as reasonably may be necessary to consummate the purchase and sale of the Property, together with any other documents, instruments, or agreements called for under this Contract that have not been delivered previously.

(c) **Purchaser Closing Documents.** At the Closing, Purchaser shall deliver to Escrow Agent each of the following items duly and properly executed, acknowledged, and in proper form for recording, if required, by the appropriate party, unless waived by Seller:

(i) The balance of the Purchase Price as provided in Section 2 of this Contract, subject to prorations provided for in this Contract;

(ii) Closing statement; and

(iii) Such additional documents as are customarily required of purchasers in transactions of this type in Escambia County, Florida, or as may be reasonably necessary to consummate the purchase and sale of the Property, together with any other documents, instruments, or agreements called for under this Contract that have not been delivered previously.

(d) **Taxes, Fees and Charges.** Taxes, fees and charges will be paid as follows:

(i) Purchaser is responsible for all ad valorem taxes and assessments, if any, assessed against the Property. Any outstanding taxes or tax certificates or assessments encumbering the Property must be satisfied by the Purchaser at closing. Seller is immune from ad valorem taxes and will not pay ad valorem taxes on the Property.

(ii) All impact fees, permit fees, systems charges, and any other amounts charged or assessed as a result of, arising from, or necessary for Purchaser's proposed construction on, or development of, the Property will be paid solely by Purchaser.

(e) **Closing Costs.** Seller shall pay Seller's attorneys' fees and the cost to cure any Objections it elects to cure pursuant to Section 3. Purchaser shall pay all closing and other costs, including but not limited to Purchaser's attorneys' fees and expenses; all documentary stamp, intangible and other taxes payable in relation to the Deed, all escrow fees, recording fees and closing costs charged by the Title Company, the Title Company's premium for the title policy including all fees and costs for the related Commitment, search, and examination; the cost for any endorsements to the title policy; the cost of any lender's title insurance policy and endorsements; the cost of the Survey; all due diligence costs and expenses; all costs, including documentary stamp, intangible and other taxes, payable in relation to any of Purchaser's financing associated with the transactions contemplated by this Contract.

12. **Risk of Loss.** Seller will bear the risk of loss or damage to, or destruction of, the Property or any portion of the Property from any and all causes whatsoever (collectively, "Damage") up to and including the date and time of the Closing; the doctrine of equitable conversion will not apply to this transaction.

13. **Condemnation.** If, at or before the Closing, the Real Property and/or Improvements or any portion thereof will be condemned or taken pursuant to any power of eminent domain, or if any written notice of any taking or condemnation is issued, or if any proceedings are instituted or threatened by any governmental authority having the power of eminent domain, Seller must promptly give Purchaser written notice of the taking or condemnation, or any pending or threatened proceedings; if the

property condemned constitutes a material part of the Real Property and/or Improvements, as determined by Purchaser in its reasonable judgment, Purchaser will have the right to terminate this Contract by giving Seller written notice to that effect, within 30 days of receipt of Seller's notice, whereupon the Escrow Agent must promptly return the Deposit to Purchaser, and thereafter the parties will have no further obligation or liability under this Contract or with respect to the Property, at law or in equity; or, in the alternative, Purchaser may elect to proceed to Closing with no reduction in the Purchase Price and any condemnation award will be paid over to and will become the sole property of Purchaser. If those awards are not available at Closing, Seller must agree to assign over all such proceeds to Purchaser at Closing.

14. **Brokers**. Seller and Purchaser each represent and warrant to the other that it has not dealt with any broker, sales person, agent, or other intermediary in connection with any of the transactions contemplated by this Contract.

15. **Escrow Agent**.

(a) Escrow Agent undertakes to perform only such duties as are expressly set forth in this Contract and no implied duties or obligations will be read into this Contract against Escrow Agent. Escrow Agent is also the law firm representing Purchaser. In the event of a dispute between the parties, the parties consent to Escrow Agent continuing to represent Purchaser, notwithstanding the fact that it will also have the duties provided for in this Contract.

(b) Escrow Agent may act in reliance on any writing or instrument or signature that it, in good faith, believes to be genuine; may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument; and may assume that any person purporting to give any writing, notice, advice, or instructions in connection with the provisions of this Contract has been duly authorized to do so. Escrow Agent will not be liable in any manner for the sufficiency or correctness as to form, manner, execution, or validity of any instrument deposited in escrow, or as to the identity, authority, or right of any person execution the same, and its duties under this Contract will be limited to those provided in this Contract.

(c) If the parties (including Escrow Agent) are in disagreement about the interpretation of this Contract or about their respective rights and obligations, or the propriety of any action contemplated by Escrow Agent, Escrow Agent may, but will not be required to, file an action in interpleader to resolve the disagreement.

(d) Escrow Agent may consult with counsel of its own choice and will have full and complete authorization and protection in accordance with the opinion of such counsel. Escrow Agent will otherwise not be liable for any mistakes of act or errors of judgment, or for any act or omission of any kind unless caused by its gross negligence or willful misconduct.

16. **Assignability**. Neither party will assign its rights under this Contract without the other party's prior written consent, which will not be unreasonably withheld, conditioned or delayed. No assignment, whether or not permitted under this Section, will relieve the assigning party of its obligations under this Contract.

17. **Radon Notice**. As required by Section 404.056(5), Florida Statutes, the following notification is made regarding radon gas:

> **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 health department.**

18. **General Provisions**.

(a) **Notices**. All notices which are required or permitted under this Contract must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee), (i) when delivered by personal delivery, (ii) one business day after having been deposited with an expedited, overnight courier service, or (iii) when delivered by electronic mail, in each case addressed to the party to whom notice is intended to be given at the address set forth below:

If to Purchaser:

| | |
|---|---|
| Name: | Navy Federal Credit Union |
| Address: | 5550 Heritage Oaks Drive<br>Pensacola, FL 32526-7855 |
| Attention: | Kara Cardona, Senior Vice President, Greater Pensacola Operations |
| Facsimile: | _____ |
| E-mail: | Kara_cardona@navyfederal.org |

with copy to:

| | |
|---|---|
| Name: | Navy Federal Credit Union |
| Address: | 5550 Heritage Oaks Drive<br>Pensacola, FL 32526-7855 |
| Attention: | Matt Vinson, Associate General Counsel |
| Facsimile: | _____ |
| E-mail: | Matt_Vinson@navyfederal.org |

with copy to:

| | |
|---|---|
| Name: | John W. Monroe |
| Address: | Emmanuel, Sheppard & Condon<br>30 S. Spring Street<br>Pensacola, Florida 32502 |
| Facsimile : | 850-434-6162 |
| E-mail : | jwm@esclaw.com |

If to Seller:

| | |
|---|---|
| Name: | Escambia County |
| Address: | 221 Palafox Place, Suite 430<br>Pensacola, FL 32502 |
| Attention: | Stephen G. West, Senior Assistant County Attorney |
| Facsimile: | 850-595-4979 |
| E-mail: | aarogers@co.escambia.fl.us, and sgwest@myescambia.com |

If to Escrow Agent:

| | |
|---|---|
| Name: | John W. Monroe |
| Address: | Emmanuel, Sheppard & Condon<br>30 S. Spring Street<br>Pensacola, Florida 32502 |
| Facsimile : | 850 434-6162 |
| E-mail : | jwm@esclaw.com |

or to such other address as any party may from time to time designate by notice in writing to the other. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 18(a) shall constitute delivery.

(b) **Time of the Essence**. Time is of the essence with respect to each provision of this Contract.

(c) **Integration**. This Contract constitutes the entire agreement between the parties and supersedes all prior negotiations, writings, agreements, or other understandings between the parties with respect to the subject matter of this Contract.

(d) **Captions**. The captions of this Contract are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Contract.

(e) **Counterparts**. This Contract may be executed in one or more counterparts, each of which will be deemed to be an original, and all of which, taken together, will be deemed to constitute one agreement.

(f) **Interpretation**. This Contract and the exhibits or addenda to this Contract have been negotiated at arm's length by Seller and Purchaser, and the parties mutually agree that for the purpose of construing the terms of this Contract or exhibits or addenda, neither party will be deemed responsible for the drafting of this Contract.

(g) **Severability**. The unenforceability or invalidity of any one or more provisions of this Contract will not affect the validity or enforceability of any other provisions of this Contract.

(h) **Binding Effect**. This Contract will be binding on and will inure to the benefit of the parties and their respective devisees, legal representatives, successors, and permitted assigns.

(i) **Recording**. Neither Purchaser nor Seller will record this Contract or a memorandum of this Contract, and any violation of this Section will be a default under this Contract, except that this provision shall not be construed to preclude the Clerk of Court and Comptroller from recording this Contract in the public records pursuant to her official duties.

(j) **Further Assurances**. Purchaser and Seller each agree from time to time to execute and deliver such further and other transfers, assignments, and documents and to do all matters and things that are legally required or reasonably necessary to effectuate the intentions of this Contract. This provision will survive Closing and will not merge into the Deed.

(k) **Modification**. This Contract may not be modified orally or in any manner other than by an agreement in writing signed by the parties. Escrow Agent will not be required to join in the execution of any amendments unless its rights or obligations under this Contract are affected.

(l) **Gender and Case**. Wherever in this Contract the singular number is used, the same will include the plural, and the masculine gender will include the feminine and neuter genders, and vice versa, as the context will require.

(m) **Time Computation**. Any references in this Contract to time periods of less than six (6) days will, in the computation thereof, exclude Saturdays, Sundays and legal holidays; any time period provided for in this Contract that shall end on a Saturday, Sunday, or legal holiday shall extend to 5:00 p.m. of the next day that is not a Saturday, Sunday, or legal holiday.

(n) **Exhibit and Section References**. All references in this Contract to exhibits, schedules, paragraphs, subparagraphs, sections, and subsections refer to the respective subdivisions of this Contract unless the reference expressly identifies another document. The exhibits attached to this Contract are made a part of this Contract and incorporated into this Contract by this reference.

(o) **Typewritten or Handwritten Provisions**. Typewritten or handwritten provisions that are inserted in this Contract or attached to this Contract as addenda or riders will control over all printed or pre-typed provisions with which they may conflict.

(p) **Survival**. Unless otherwise expressly provided by this Contract, all covenants, agreements, representations, and warranties of Seller and of Purchaser in this Contract, all remedies related to them, and the provisions of this Section will survive Closing (and will not merge into the Deed) or the termination of this Contract.

(q) **Governing Law**. This Contract and all transactions contemplated by this Contract will be governed by and construed and enforced in accordance with the internal laws of Florida without regard to principles of conflicts of laws.

(r) **Wetlands**. It is Purchaser's intention to preserve and keep the wetlands that exist upon the Real Property in their natural state. Purchaser's existing intention should not be construed as creating a conservation easement or binding agreement or restriction of any kind or nature upon Purchaser or the Real Property.

(s) **Recreational Facilities**. It is Purchaser's intention to use a portion of the Real Property for construction of recreational facilities, the nature and location of which will be in Purchaser's discretion. It is Purchaser's further intention to allow public access to certain portions of the recreational facilities once constructed, as designated by Purchaser in its discretion and subject to Purchaser's reasonable conditions and limitations. Nothing herein shall be construed to create or require a dedication or public easement of any kind or nature relating to the Real Property.

(t) **Waiver of Jury Trial**. Seller and Purchaser mutually agree that they waive all rights to a trial by jury in the event of any dispute or court action arising from, growing out of, or related to this Contract. The parties acknowledge that this waiver is a significant consideration to, and a material inducement for Purchaser to enter into this Contract.

[Signatures appear on following page.]

**SELLER:**

**ESCAMBIA COUNTY, FLORIDA** by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

By BOA approved: May 16, 2019

Lumon J. May, Chairman
Date: 5/17/2019

This document approved as to form and legal sufficiency.
By:
Title: Asst. County Attorney
Date: May 16, 2019

**PURCHASER:**

**NAVY FEDERAL CREDIT UNION**

By:
Print Name: KARA CARDWA
As Its: SENIOR VICE PRESIDENT
Date: May 29, 2019

Witnesses as to Purchaser:

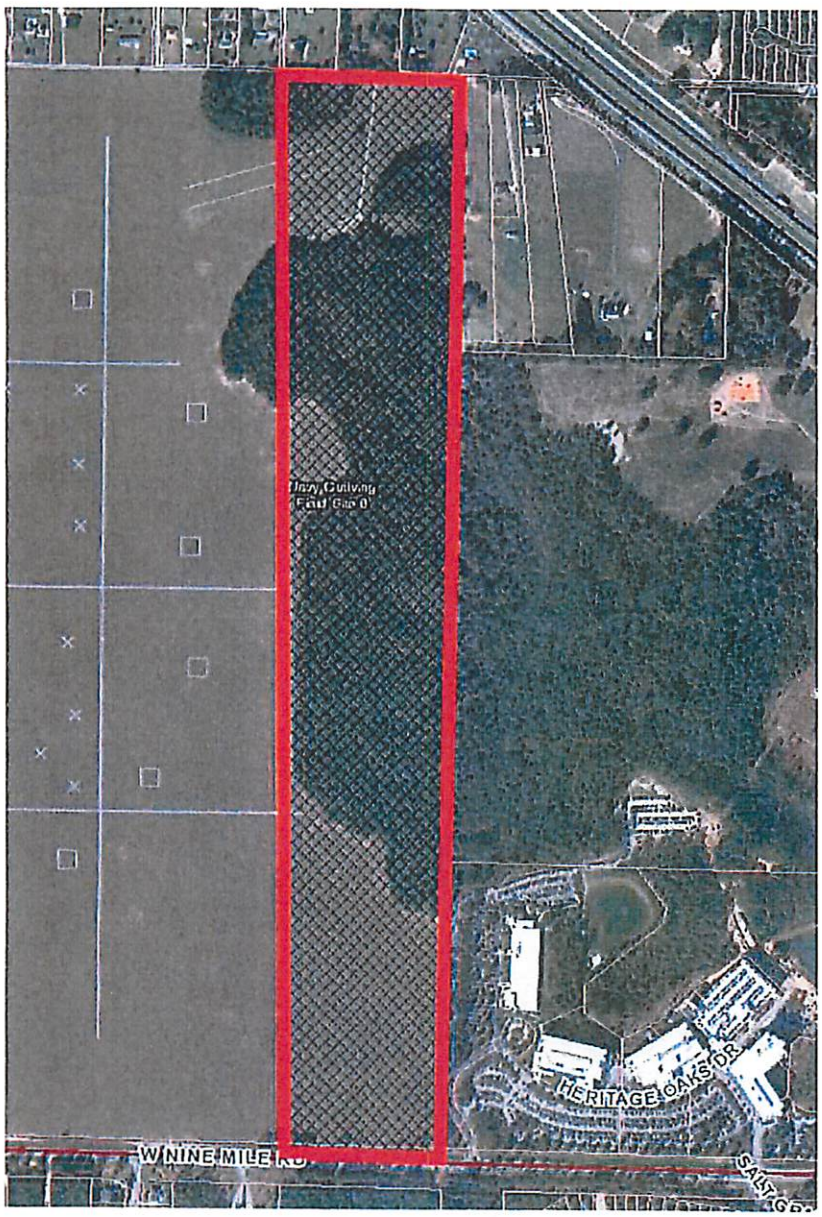
Print Name: William B. Pearson

Print Name: Chastity S. TISDALE

*Contract for Sale and Purchase – signature page*

## EXHIBIT "A"

## REAL PROPERTY



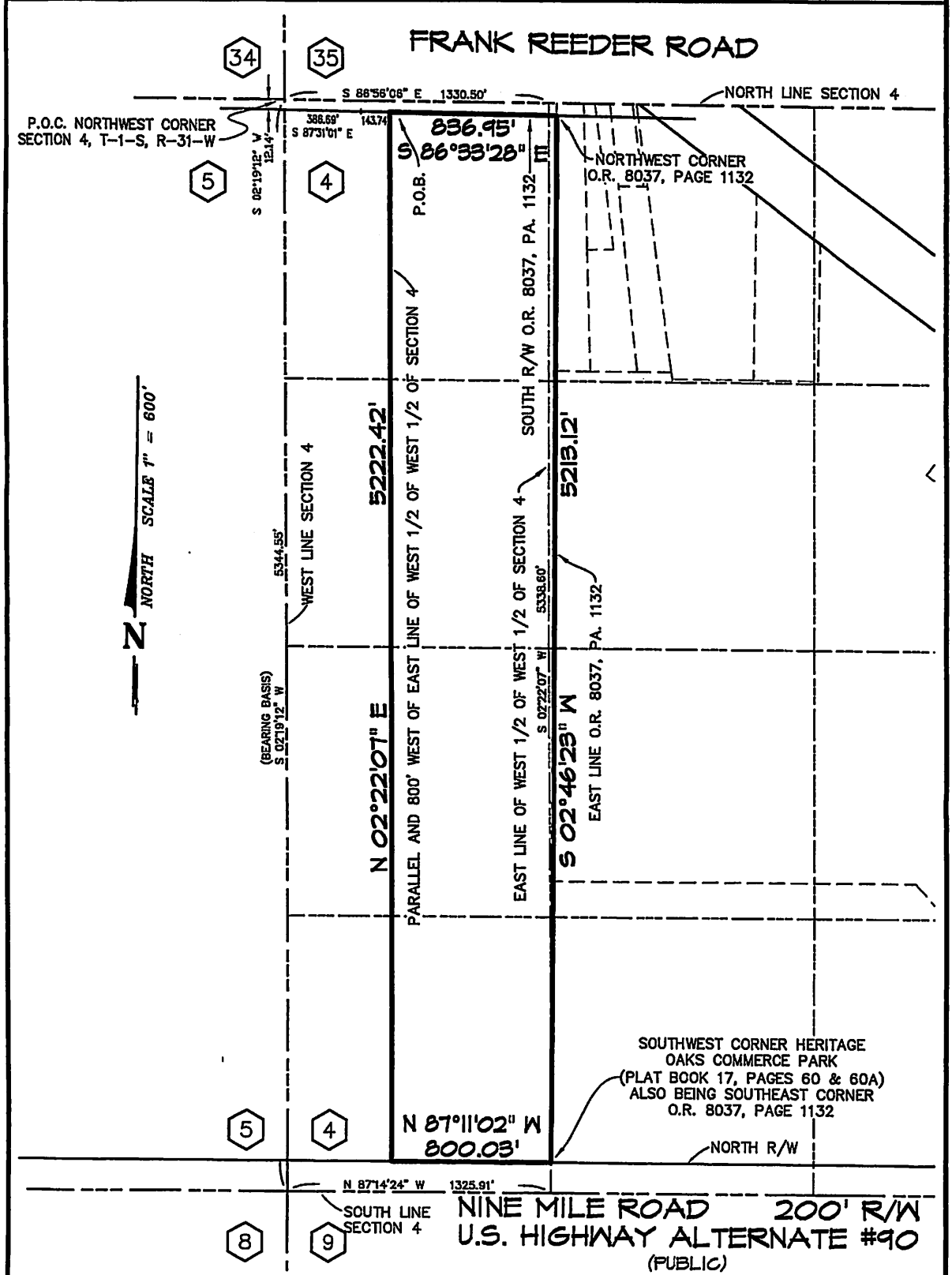

The easternmost approximately 96 acres of the real property conveyed by the United States of America to Seller in that certain Quit Claim Deed dated January 25, 2019 and recorded in Book 8037, Page 1132 of the Official Records of Escambia County, Florida.

[Legal description to be confirmed by Title Commitment and Survey.]

# EXHIBIT B

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
5700 N. DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL 32503
Phone (850) 434-5666
Fax (850) 434-5661
Email: pgasurvey@bellsouth.net

# A LEGAL DESCRIPTION AND SKETCH OF A PORTION OF SECTION 4, T-1-S, R-31-W




Source of Information: TAX MAPS; PUBLIC RECORDS; RECORDED PLAT: HERITAGE OAK COMMERCE PARK (PB 17B, P 60); SURVEYS BY THIS FIRM
Measurements made in accordance to United States Standards. This survey is valid only if it contains the original seal and original signature of the signing surveyor.

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. **LB No. 7078**

David D. Glaze ☐ PSM #5605
Walter J. Glaze ■ PSM #6190

| | |
|---|---|
| File No. | A-19299 |
| Drawn By | PMJ |
| Job No. | 38290-19b |
| Checked By | W.JG |
| Scale | 1" = 600' |
| Elevation Reference | |
| Date of Survey | FB PG |
| Date of Plat | 6-6-2019 FB PG |
| Date of Revision | |
| Ordered By | MR. ADAM COBB |
| Encroachments | |
| Bearing Reference | NORTH BASED ON THE WEST LINE OF SECTION 4 AS S 02°19'12" W |

WALTER J. GLAZE LICENSE NUMBER No. 6190 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

SHEET 1 OF 2

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 4, T-1-S, R-31-W

LEGEND:

R/W Right of way
P.O.B. Point of beginning
P.O.C. Point of commencement

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 property may also be subject to setback lines mandated by zoning ordinances and\or restrictive covenants of record.
5. NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION:

Commence at the northwest corner of said Section 4, Township 1 South, Range 31 West, Escambia County, Florida; thence South 02 degrees 19'12" West along the west line of said Section 4 for a distance of 12.14 feet to the south right of way line of Frank Reeder Road according to deed recorded in Official Record Book 8037 at page 1132 of the public records of said County; thence South 87 degrees 31'01" East (this course and the next two along said south right of way line) for a distance of 386.69 feet; thence South 86 degrees 33'28" East for a distance of 143.74 feet for the point of beginning.

Thence continue South 86 degrees 33'28" East for a distance of 836.95 feet to the northwest corner of said parcel described in Official Record Book 8037 at page 1132; thence South 02 degrees 46'23" West along the east line of said parcel described in Official Record Book 8037 at page 1132 for a distance of 5213.12 feet to the southwest corner of Heritage Oaks Commerce Park according to the plat recorded in Plat Book 17 at pages 60 and 60A of the public records of said County, said point also being the southeast corner of said parcel described in Official Record Book 8037 at page 1132, and being on the north right of way line of Nine Mile Road (U.S. Highway Alternate #90, 200' R/W); thence North 87 degrees 11'02" West along said north right of way line for a distance of 800.03 feet to a point on a line being parallel to and 800 feet west of to the east line of the West Half of the West Half of said Section 4; thence North 02 degrees 22'07" East along said line being parallel to and 800 feet west of said east line of the West Half of the West Half for a distance of 5222.42 feet to the point of beginning.

All lying and being in of Section 4, Township 1 South, Range 31 West, Escambia County, Florida. Containing 98.03 acres, more or less.

Source of Information: TAX MAPS; PUBLIC RECORDS; RECORDED PLAT: HERITAGE OAK COMMERCE PARK (PB 17B, P 60); SURVEYS BY THIS FIRM
Measurements made in accordance to United States Standards. This survey is valid only if it contains the original seal and original signature of the signing surveyor.

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. **LB No. 7078**

David D. Glaze ☐ PSM #5605
Walter J. Glaze ■ PSM #6190

File No. A-15294 Drawn By PMJ
Job No. 58230-19b Checked By WJG
Scale 1" = 600' Elevation Reference
Date of Survey FB PG
Date of Plat 6-6-2019 FB PG
Date of Revision
Ordered By MR. ADAM COBB
Encroachments

Bearing Reference NORTH BASED ON THE WEST LINE OF SECTION 4 AS S 02°19'12" W

WALTER J. GLAZE LICENSE NUMBER No. 6190 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

SHEET 2 OF 2

# EXHIBIT C

EMERALD COAST UTILITIES AUTHORITY

P.O. Box 17089 • 9255 Sturdevant Street
Pensacola, Florida 32522-7089
ph: 850 476-5110 • fax: 850 969-3308

June 14, 2019

Navy Federal Credit Union
Attn: Kim Aderholdt
5550 Heritage Oaks Drive
Pensacola, Florida 32526

RE: NFCU (North Recreation Facility)
5501 Frank Reeder Road
Pensacola, Florida 32526
Letter of Capacity Reservation - Water and Sewer

Dear Ms. Aderholdt:

In response to your inquiry concerning the availability of water and sewer services for the above-referenced project, ECUA anticipates no problems in water supply and sewerage treatment plant capacity. Our review indicates this project will not degrade ECUA's water and sewer systems to a degree which would cause these systems to fail to meet the adopted levels of service as defined in the Escambia County Comprehensive Plan.

For the purpose of concurrency review, ECUA will guarantee the availability of water and sewer system capacity up to the requested demand and flow for a period not to exceed one (1) year from the date of this letter. The administration of the Concurrency Review Process is the sole responsibility of Escambia County. This letter is provided to assist in that process.

The connection of the proposed project to ECUA's systems is the responsibility of the developer. Extensions of the ECUA potable water distribution and sewerage collection systems to serve this project must be designed, approved and constructed in accordance with ECUA's policies, procedures, and all applicable permitting requirements.

Sincerely,

Michael N. Hayden/ACTING

Stacy N. Hayden, PE
Director of Engineering/ECUA

SNH/cwb

cc: Project File

O:\System Extension Projects\Letters of Capacity Reservation\2019\NFCU (North & South Recreation Facility)\NFCU (North Recreation Facility) Letter of Capacity Reservation.docx

Vicki Campbell, District One | Lois Benson, District Two | Elvin McCorvey, District Three | Dale Perkins, District Four | Larry Walker, District Five

# Capacity Reservation Form

Date 6/14/2019 Service Requested: Water X Sewer X

Name of Project NFCU North Recreation Facility Area(Acres) 14

**Project Address (attach location map):** 5501 Frank Reeder Road Pensacola, Florida 32526 (North Parcel)

Type Development: Residential ____ Commercial X Industrial ____ Other ____

(Explain) ____

Number and/or Size of Units One (1) pavilion supporting recreation facility near Frank Reeder Rd.

Estimated Flow: (Average Day) Water 3,600 gpd Sewer 3,600 gpd Fire 0 gpd

How will water and/or sewer be provided if not from ECUA?

Water: potable water well. Sewer: septic system.

Special Requirements: ____

Owner of Property: (type or print) Navy Federal Credit Union

Address: 5550 Heritage Oaks Dr., Pensacola, FL 32526 Phone: 850-912-0616

Developer: (type or print) n/a

Address: ____ Phone: ____

Engineer: (type or print) Jacobs Engineering Group - 25 West Cedar Street, Suite 350. Pensacola, FL 32502

Address: (type or print) (see above) Phone: 850-941-7283 Email: daniel.terry@jacobs.com

Submitted By: (type or print) Kim Aderholdt Title: Supervisor of Facility Planning a

Signature of Submitter Kim Aderholdt Title: Project Management

---

**FOR ECUA USE:** **MAP PAGE:** P43

Nearest Water Line of Adequate Size: FRANK REEDER RD

Size: 4" Pressure: FH # 7277

Nearest Sewer Line of Adequate Size: FRANK REEDER RD, W NINE MILE RD

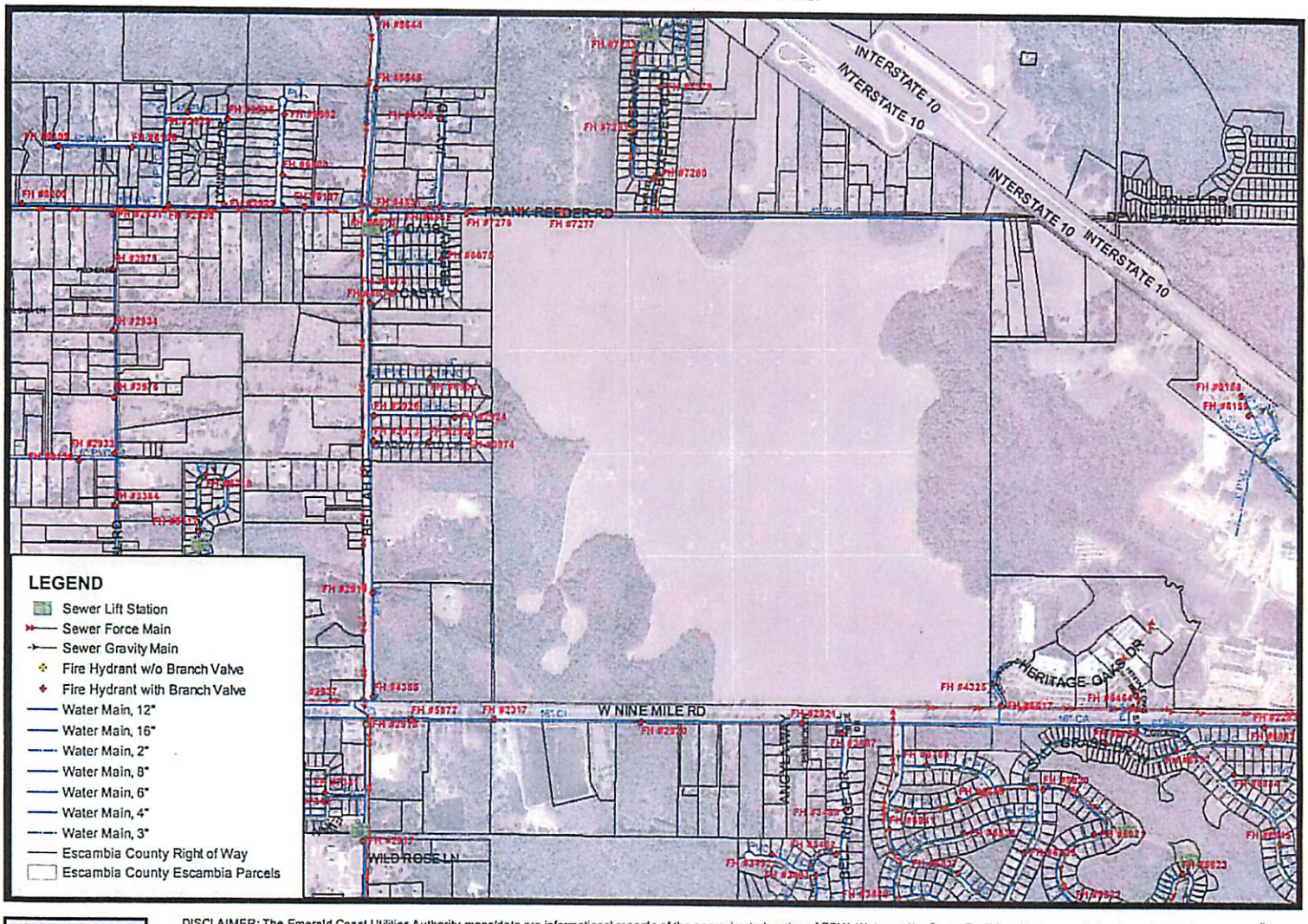
Size: 6", 6" 1st L/S: N/A, #302 2nd L/S: N/A Plant: BAYOU MARCUS

**ECUA Sanitation?** YES

**Prepared By** Cathy Bush **Date** 6/14/2019 **Reviewed By** ____

9/1/16

# 5501 Frank Reeder Rd




1 inch = 1,332 feet
Date: 6/14/2019

DISCLAIMER: The Emerald Coast Utilities Authority maps/data are informational records of the approximate location of ECUA Water and/or Sewer Facilities. No representation is made as to its accuracy, and ECUA disclaims any and all liability with respect to any information shown; which may or may not include water and sewer facilities not owned by ECUA. ECUA provides this service for information purposes only and it is not to be used for development of construction plans or any type of engineering services based on information depicted herein. These maps/data are not guaranteed accurate or suitable for any use other than that for which they were gathered. Any use of this information by any other organization for any other purpose and any conclusions drawn from the use of this data is strictly the responsibility of the user.

EMERALD COAST
UTILITIES AUTHORITY

# ECUA Fire Hydrant Flow Data

## Requested Information

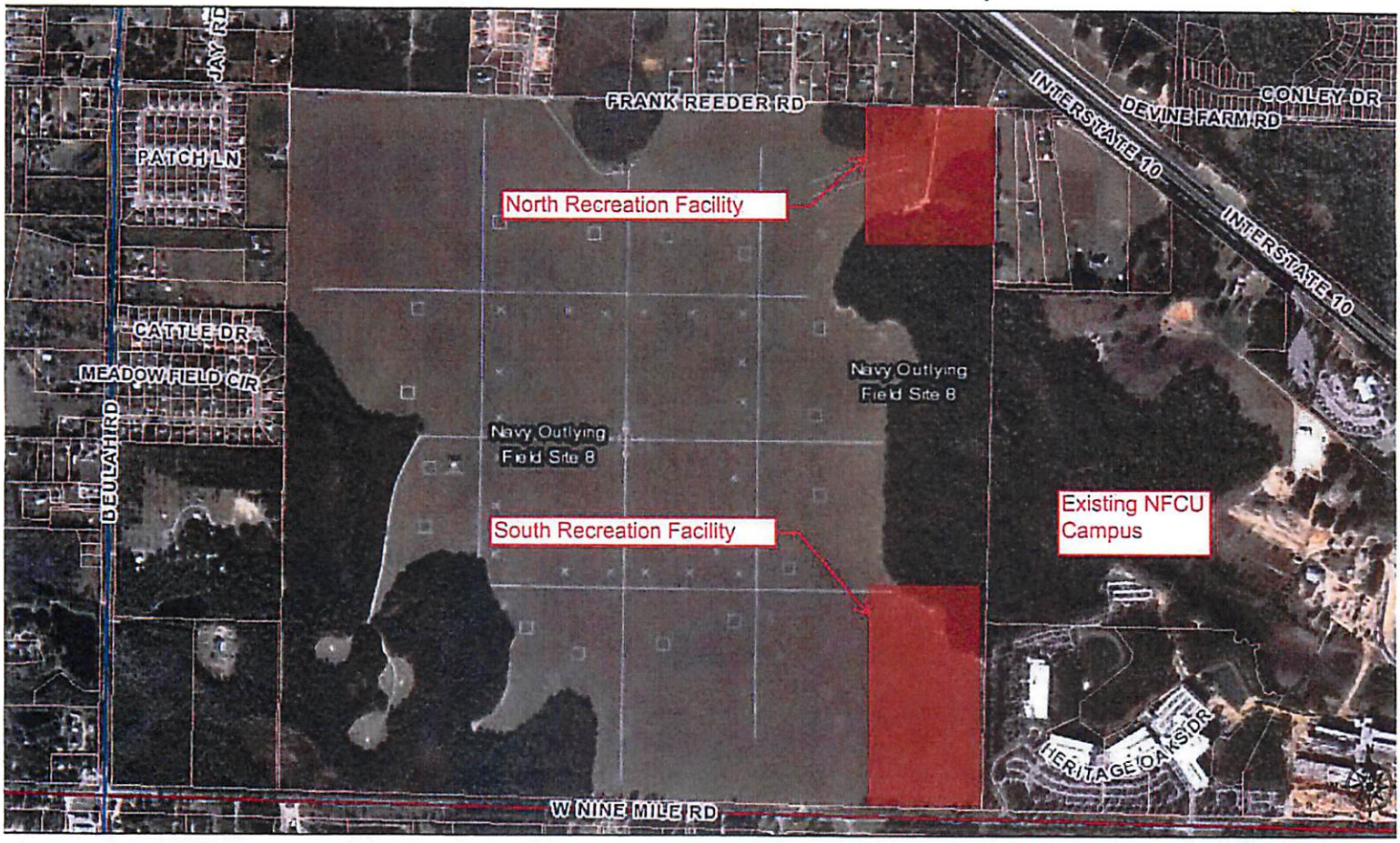
In response to your request for fire hydrant flow information, ECUA is able to provide the data in the table below. Additional testing or data collection may be performed with the approval and supervision of ECUA.

| ECUA Fire Hydrant # | Date Tested | Flow [gpm] | Static Pressure [psi] | Residual Pressure [psi] | Comments |
|---|---|---|---|---|---|
| 7277 | 8/30/17 | 860 | 60 | 36 | Frank Reeder Rd/Boxelder |
| | | | | | |
| | | | | | |
| | | | | | |

DISCLAIMER

This Emerald Coast Utilities Authority fire hydrant flow test data is from a single test performed at an arbitrary point in time and as such is not assumed to be representative of typical water system conditions. No representation is made as to its accuracy and ECUA disclaims any and all liability with respect to any information given. It is provided as information only and is not to be used as the basis for development of construction plans or any type of engineering service. This data is not guaranteed to be accurate or suitable for any use other than that for which it was gathered. Any use of this information by any other organization for any other purpose and any conclusions drawn from the use of this data is strictly the responsibility of the user.

# NFCU Recreation Facilities - Location Map




ıne 13, 2019

treets

— PRINCIPAL ARTERIAL

— MINOR ARTERIAL

— COLLECTOR

LOCAL ROAD

Parcels

County Outline

1:13,769

0 0.1 0.2 0.4 mi

0 0.175 0.35 0.7 km

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS USDA, USGS, AeroGRID, IGN, and the GIS User Community

EMERALD COAST UTILITIES AUTHORITY

P.O. Box 17089 • 9255 Sturdevant Street
Pensacola, Florida 32522-7089
ph: 850 476-5110 • fax: 850 969-3308

June 14, 2019

Navy Federal Credit Union
Attn: Kim Aderholdt
5550 Heritage Oaks Drive
Pensacola, Florida 32526

RE: NFCU (South Recreation Facility)
9045 Security Place
Pensacola, Florida 32526
Letter of Capacity Reservation - Water and Sewer

Dear Ms. Aderholdt:

In response to your inquiry concerning the availability of water and sewer services for the above-referenced project, ECUA anticipates no problems in water supply and sewerage treatment plant capacity. Our review indicates this project will not degrade ECUA's water and sewer systems to a degree which would cause these systems to fail to meet the adopted levels of service as defined in the Escambia County Comprehensive Plan.

For the purpose of concurrency review, ECUA will guarantee the availability of water and sewer system capacity up to the requested demand and flow for a period not to exceed one (1) year from the date of this letter. The administration of the Concurrency Review Process is the sole responsibility of Escambia County. This letter is provided to assist in that process.

The connection of the proposed project to ECUA's systems is the responsibility of the developer. Extensions of the ECUA potable water distribution and sewerage collection systems to serve this project must be designed, approved and constructed in accordance with ECUA's policies, procedures, and all applicable permitting requirements.

Sincerely,

Stacy N. Hayden, PE
Director of Engineering/ECUA

SNH/cwb

cc: Project File

O:\System Extension Projects\Letters of Capacity Reservation\2019\NFCU (North & South Recreation Facility)\NFCU (South Recreation Facility) Letter of Capacity Reservation.docx

Vicki Campbell, District One | Lois Benson, District Two | Elvin McCorvey, District Three | Dale Perkins, District Four | Larry Walker, District Five

# Capacity Reservation Form

Date 6/14/2019 Service Requested: Water X Sewer X

Name of Project NFCU South Recreation Facility Area(Acres) 25

**Project Address (attach location map):** 9045 Security Place Pensacola, Florida 32526 (South Parcel)

Type Development: Residential ____ Commercial X Industrial ____ Other ____

(Explain) ____

Number and/or Size of Units One (1) pavilion supporting recreation facility near 9 Mile Rd.

Estimated Flow: (Average Day) Water 3,600 gpd Sewer 3,600 gpd Fire 0 gpd

How will water and/or sewer be provided if not from ECUA?

Water: potable water well. Sewer: septic system.

Special Requirements: ____

Owner of Property: (type or print) Navy Federal Credit Union

Address: 5550 Heritage Oaks Dr., Pensacola, FL 32526 Phone: 850-912-0616

Developer: (type or print) n/a

Address: ____ Phone: ____

Engineer: (type or print) Jacobs Engineering Group - 25 West Cedar Street, Suite 350. Pensacola, FL 32502

Address: (type or print) (see above) Phone: 850-941-7283 Email: daniel.terry@jacobs.com

Submitted By: (type or print) Kim Aderholdt Title: Supervisor of Facility Planning ai

Signature of Submitter Kim Aderholdt Title: Project Management

---

**FOR ECUA USE:** **MAP PAGE:** P44

Nearest Water Line of Adequate Size: W NINE MILE RD

Size: 16" Pressure: FH # 2921

Nearest Sewer Line of Adequate Size: W NINE MILE RD

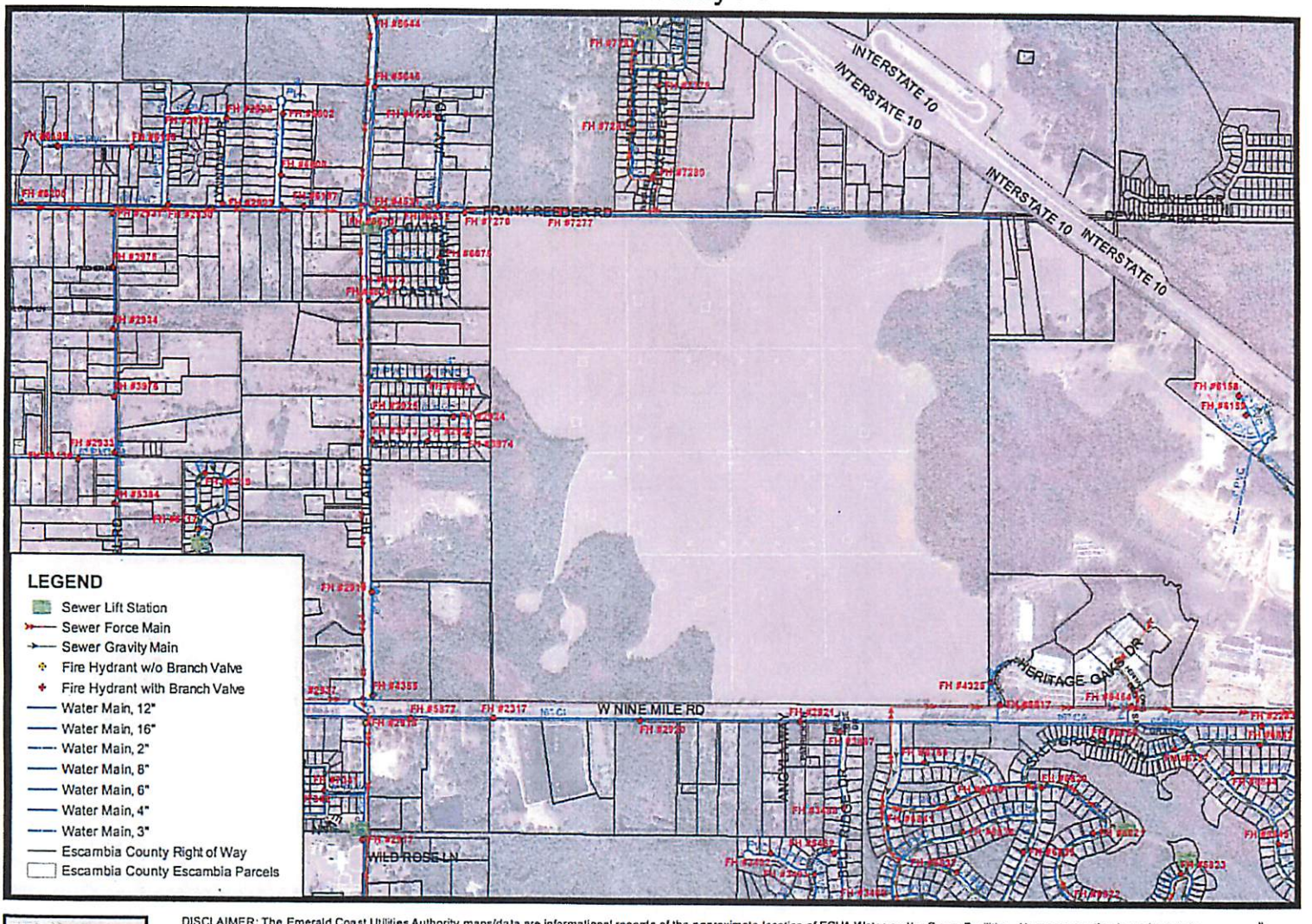
Size: 6" 1st L/S: #302 2nd L/S: N/A Plant: BAYOU MARCUS

**ECUA Sanitation?** YES

**Prepared By** Cathy Bush **Date** 6/14/2019 **Reviewed By** ____

9/1/16

# 9045 Security Pl




1 inch = 1,332 feet
Date: 6/14/2019

DISCLAIMER: The Emerald Coast Utilities Authority maps/data are informational records of the approximate location of ECUA Water and/or Sewer Facilities. No representation is made as to its accuracy, and ECUA disclaims any and all liability with respect to any information shown; which may or may not include water and sewer facilities not owned by ECUA. ECUA provides this service for information purposes only and it is not to be used for development of construction plans or any type of engineering services based on information depicted herein. These maps/data are not guaranteed accurate or suitable for any use other than that for which they were gathered. Any use of this information by any other organization for any other purpose and any conclusions drawn from the use of this data is strictly the responsibility of the user.

EMERALD COAST
UTILITIES AUTHORITY

# ECUA Fire Hydrant Flow Data

## Requested Information

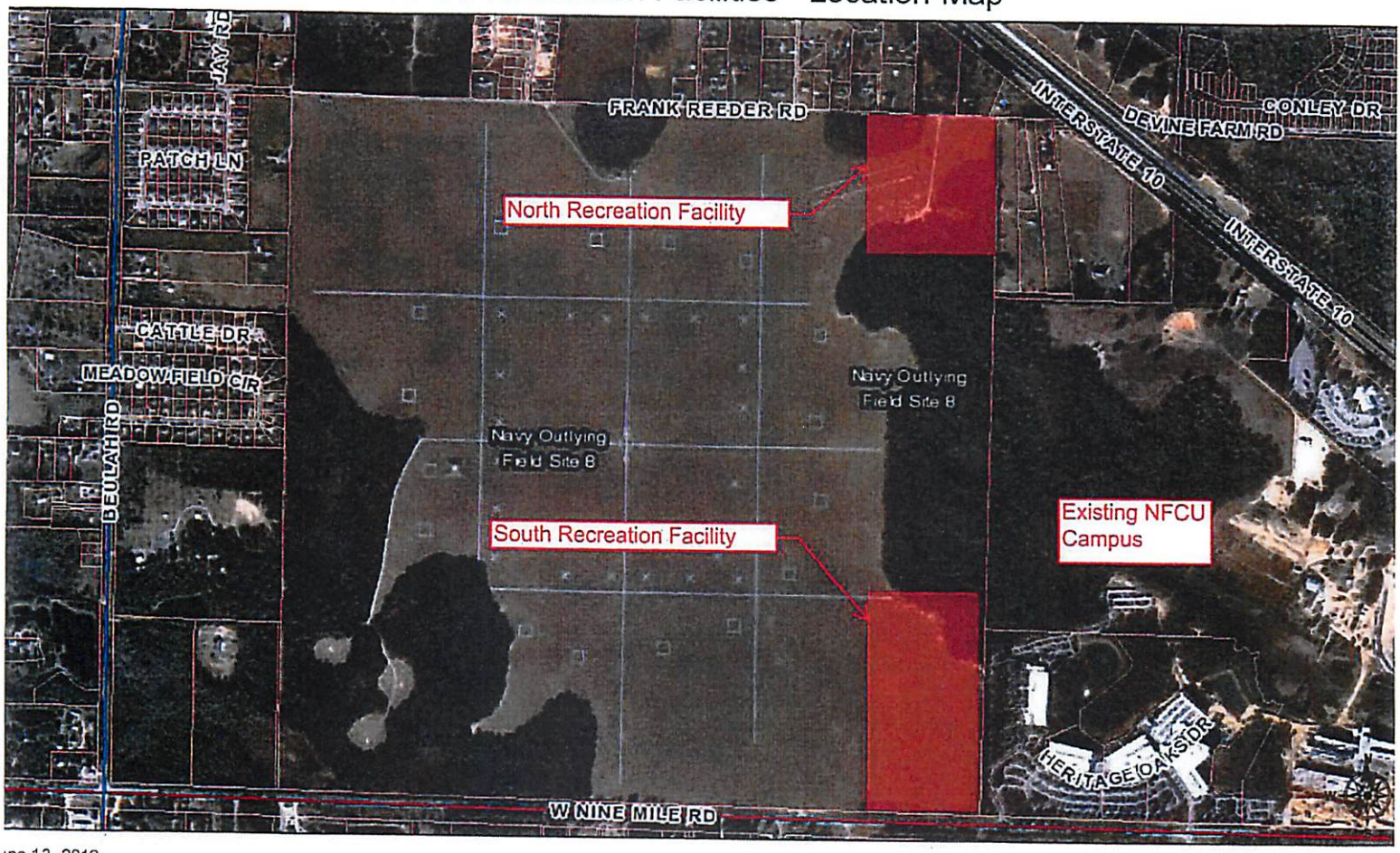
In response to your request for fire hydrant flow information, ECUA is able to provide the data in the table below. Additional testing or data collection may be performed with the approval and supervision of ECUA.

| ECUA Fire Hydrant # | Date Tested | Flow [gpm] | Static Pressure [psi] | Residual Pressure [psi] | Comments |
|---|---|---|---|---|---|
| 2921 | 2/12/15 | 1110 | 68 | 60 | NINE MILE RD & PATRICK LN |
| | | | | | |
| | | | | | |
| | | | | | |

DISCLAIMER

This Emerald Coast Utilities Authority fire hydrant flow test data is from a single test performed at an arbitrary point in time and as such is not assumed to be representative of typical water system conditions. No representation is made as to its accuracy and ECUA disclaims any and all liability with respect to any information given. It is provided as information only and is not to be used as the basis for development of construction plans or any type of engineering service. This data is not guaranteed to be accurate or suitable for any use other than that for which it was gathered. Any use of this information by any other organization for any other purpose and any conclusions drawn from the use of this data is strictly the responsibility of the user.

# NFCU Recreation Facilities - Location Map




ıne 13, 2019

treets

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- Parcels
- County Outline

1:13,769

0 0.1 0.2 0.4 mi

0 0.175 0.35 0.7 km

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS USDA, USGS, AeroGRID, IGN, and the GIS User Community

# EXHIBIT D

Gulf Power

One Energy Place
Pensacola, FL. 32520-0047

June 12, 2019

Navy Federal Credit Union
5500 Heritage Oaks Dr.
Pensacola, FL 32526

Attention: Kim Aderholdt

Re: Availability of Electrical Service

Dear Kim:

This is to confirm the availability of electrical power service for the proposed facilities at the following locations:

1. 5501 Frank Reeder Rd
   Pensacola, FL 32526

2. 9045 Security Pl
   Pensacola, FL 32526

Gulf Power will have the capacity available to serve the location with single or three phase power.

As your planning progresses, please feel free to have your architect or consulting engineer contact me regarding details of providing electrical service.

Sincerely,

Kay Hill, PE, CEM
Gulf Power Company

# EXHIBIT E

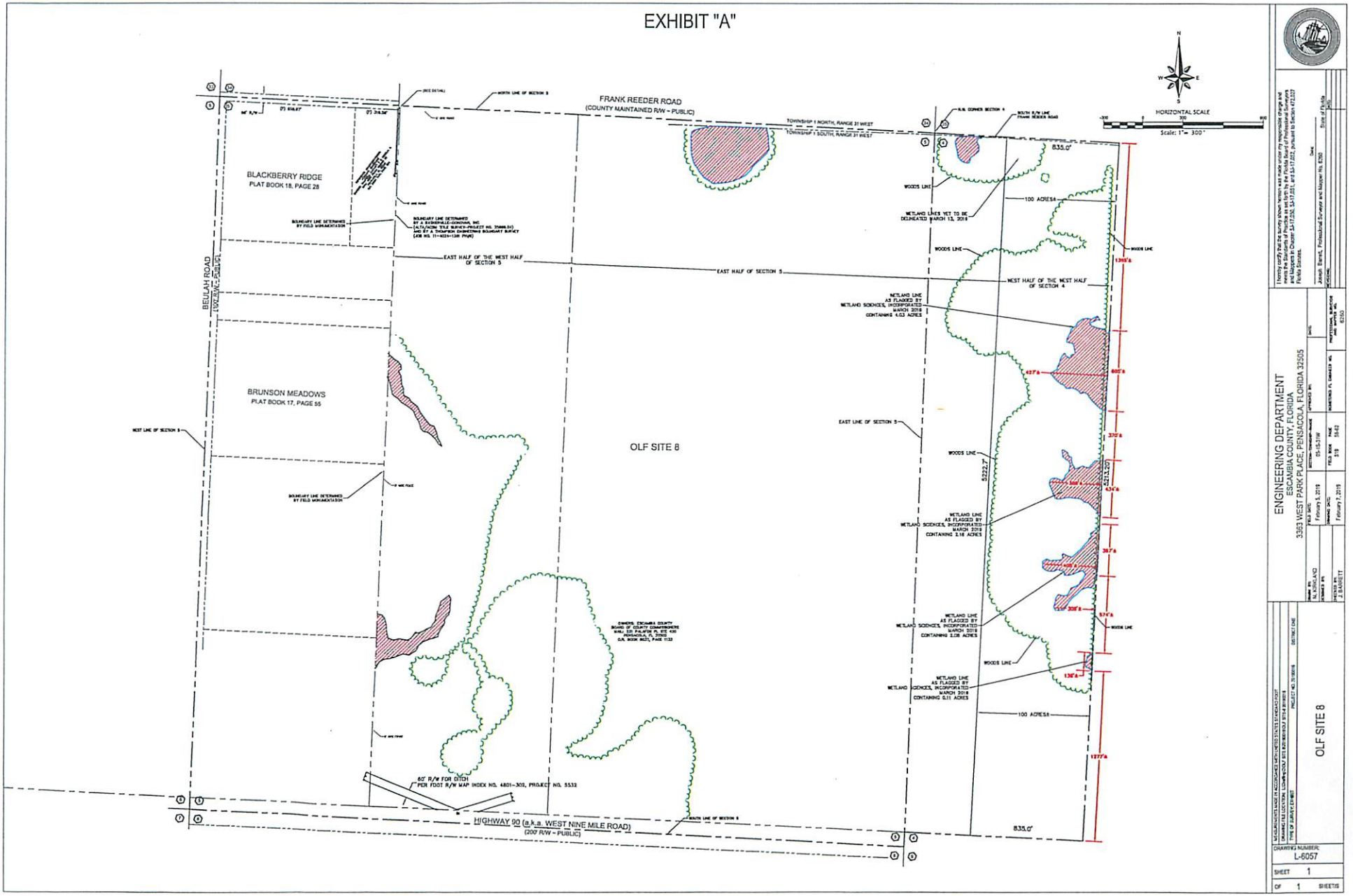


EXHIBIT "A"
FRANK REEDER ROAD
(COUNTY MAINTAINED R/W - PUBLIC)
TOWNSHIP 1 NORTH, RANGE 31 WEST
TOWNSHIP 1 SOUTH, RANGE 31 WEST
HORIZONTAL SCALE
Scale: 1" = 300'
BLACKBERRY RIDGE
PLAT BOOK 18, PAGE 28
BRUNSON MEADOWS
PLAT BOOK 17, PAGE 55
BEULAH ROAD
(LOCAL - PUBLIC)
OLF SITE 8
EAST HALF OF THE WEST HALF OF SECTION 5
EAST HALF OF SECTION 5
WEST HALF OF THE WEST HALF OF SECTION 4
WEST LINE OF SECTION 5
EAST LINE OF SECTION 5
WOODS LINE
100 ACRES±
835.0'
8222.7'
4213.20'
WETLAND LINE AS FLAGGED BY WETLAND SCIENCES, INCORPORATED MARCH 2018 CONTAINING 4.03 ACRES
WETLAND LINE AS FLAGGED BY WETLAND SCIENCES, INCORPORATED MARCH 2018 CONTAINING 2.18 ACRES
WETLAND LINE AS FLAGGED BY WETLAND SCIENCES, INCORPORATED MARCH 2018 CONTAINING 2.08 ACRES
WETLAND LINE AS FLAGGED BY WETLAND SCIENCES, INCORPORATED MARCH 2018 CONTAINING 0.11 ACRES
WETLAND LINES YET TO BE DELINEATED MARCH 13, 2019
60' R/W FOR DITCH PER FDOT R/W MAP INDEX NO. 4801-303, PROJECT NO. 5532
HIGHWAY 90 (a.k.a. WEST NINE MILE ROAD)
(200' R/W - PUBLIC)
ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505
OLF SITE 8
DRAWING NUMBER: L-6057
SHEET 1
OF 1 SHEETS

# 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:** 8/6/2019

**Rezoning Quasi-judicial Hearing**

**Rezoning Case #:** _____

_____ In Favor _____ Against

OR

**Regular Planning Board Meeting**

**Agenda Item Number/Description:**

6A

*Name: Jacqueline Rogers

*Address: 1420 Ridge Way, ~~Cantonment~~ *City, State, Zip: Cantonment, FL 32533

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

**********

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

# BOARD OF COUNTY COMMISSIONERS
# ESCAMBIA COUNTY, FLORIDA

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:** 8/6/19

**Rezoning Quasi-judicial Hearing** OR **Regular Planning Board Meeting**

**Rezoning Case #:** _____ **Agenda Item Number/Description:** 6A.

V In Favor _____ Against

*Name: Noreen Blackwell

*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.*

**********

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

01/2016

# 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:** 8/6/19

**Rezoning Quasi-judicial Hearing**

**Rezoning Case #:** Z-2019-08

OR

**Regular Planning Board Meeting**

**Agenda Item Number/Description:**

LSA-2019-01

✓ In Favor _____ Against

*Name: Sally Fox, Attorney for Applicant

*Address: 30 South Spring St *City, State, Zip: Pensacola, FL 32507

Email Address: Sfox@esclaw.com Phone: 433-6581

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign - Applicant

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

**********

## Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

# BOARD OF COUNTY COMMISSIONERS
# ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

# Escambia County Planning Board
## Public Hearing
## Speaker Request Form

Please Print Clearly

**Meeting Date:** Aug 6th

**Rezoning Quasi-judicial Hearing**

**Rezoning Case #:** Z-2019-08

OR

**Regular Planning Board Meeting**

**Agenda Item Number/Description:** 6A

_____ In Favor _____ Against

*Name: Melissa Pino

*Address: 413 SE Bambi Drive *City, State, Zip: _____

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

**********

## Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

**19062122PPB** 07/25/2019 03:42 PM

FRANK REEDER RD

Applicant:

**Project Type**

| Type | Fee |
|---|---|
| Planning Board: Large Scale Amend. | $2,969.50 |
| Project Fee | $210.88 |
| Total | $3,180.38 |

**Payments**

| Payment ID | Payment Date | Payment Type | Description | Ref. Number | Amount |
|---|---|---|---|---|---|
| | | | Total | | $0.00 |

| | |
|---|---|
| Discount Total | ($0.00) |
| Payment Amount | $0.00 |
| Balance Due | $210.88 |

***THIS IS NOT A PERMIT***. This receipt does not authorize you to begin construction of your project.

**LEGAL REVIEW**

(COUNTY DEPARTMENT USE ONLY)

Document: LSA-2019-01 Navy Federal with Expansion of NFCU-USA

Date: 06/27/2019

Date requested back by: 07/03/2019

Requested by: John C Fisher

Phone Number: 850-595-4651

(LEGAL USE ONLY)

Legal Review by Kia Johnson

Date Received: 6/27/19

✓ Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

legally sufficient.

**ORDINANCE NUMBER 2019-___**

**AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PORTION OF A PARCEL, WHICH IS LOCATED WITHIN SECTION 04, TOWNSHIP 1S, RANGE 31W, AND WHICH IS IDENTIFIED AS A PORTION OF PARCEL ID NUMBER 05-1S-31-1101-000-000, PARCEL PORTION TOTALING 98.03 (+/-) ACRES AND LOCATED WEST OF THE INTERSECTION OF INTERSTATE 10 AND W. NINE MILE ROAD/US HIGHWAY 90A AND WITH AN ADDRESS OF NAVY OLF8: 5501 FRANK REEDER ROAD AND 9045 SECURITY PLACE, FROM PUBLIC (P) TO MIXED-USE URBAN (MU-U) AND AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT, OBJ FLU 5.1 NFCU URBAN SERVICE AREA BOUNDARY MAP" TO EXPAND NAVY FEDERAL CREDIT UNION URBAN SERVICE AREA (NFCU-USA) BY 98.03 (+/-) ACRES; PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and

**WHEREAS**, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

**WHEREAS,** Escambia County wants to expand/modify the Urban Service Area as defined in Chapter 163.3164(50), Florida Statutes with the unincorporated areas of the county; and

**WHEREAS**, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

**WHEREAS**, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

**NOW, THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of Escambia County, Florida, as follows:

**Section 1. Purpose and Intent**

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

**Section 2. Title of Comprehensive Plan Amendment**

This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment 2019-01 with the expansion of Navy Federal Credit Union Urban Service Area Boundary."

**Section 3. Changes to the 2030 Future Land Use Map**

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use changes:

> A parcel of land which is located within Section 04, Township 1S, Range 31W, and which is identified as a portion of parcel ID number 05-1S-31-1101-000-000, parcel totaling 98.03 (+/-) acres and located West of the intersection of Interstate 10 and W. Nine Mile Road/US Highway 90A and with an address of 5501 Frank Reeder Road and 9045 Security Place, as more particularly described in the Boundary Survey produced by David D. Glaze, registered land surveyor from Pitman Glaze and Associates, Inc., dated 06/06/2019, attached as Exhibit A, from Public (P) to Mixed-Use Urban (MU-U) and the expansion of OBJ FLU 5.1 NFCU Urban Service Area Boundary Map to include an additional 98.03 (+/-) acres.

**Section 4. Severability**

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

**Section 5. Inclusion in the Code**

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that the sections, subsections and other provisions of this Ordinance may be renumbered or

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

**Section 6. Effective Date**

Pursuant to Section 163.3184(3)(c)(4), Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

**DONE AND ENACTED** this_____ day of _____, 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

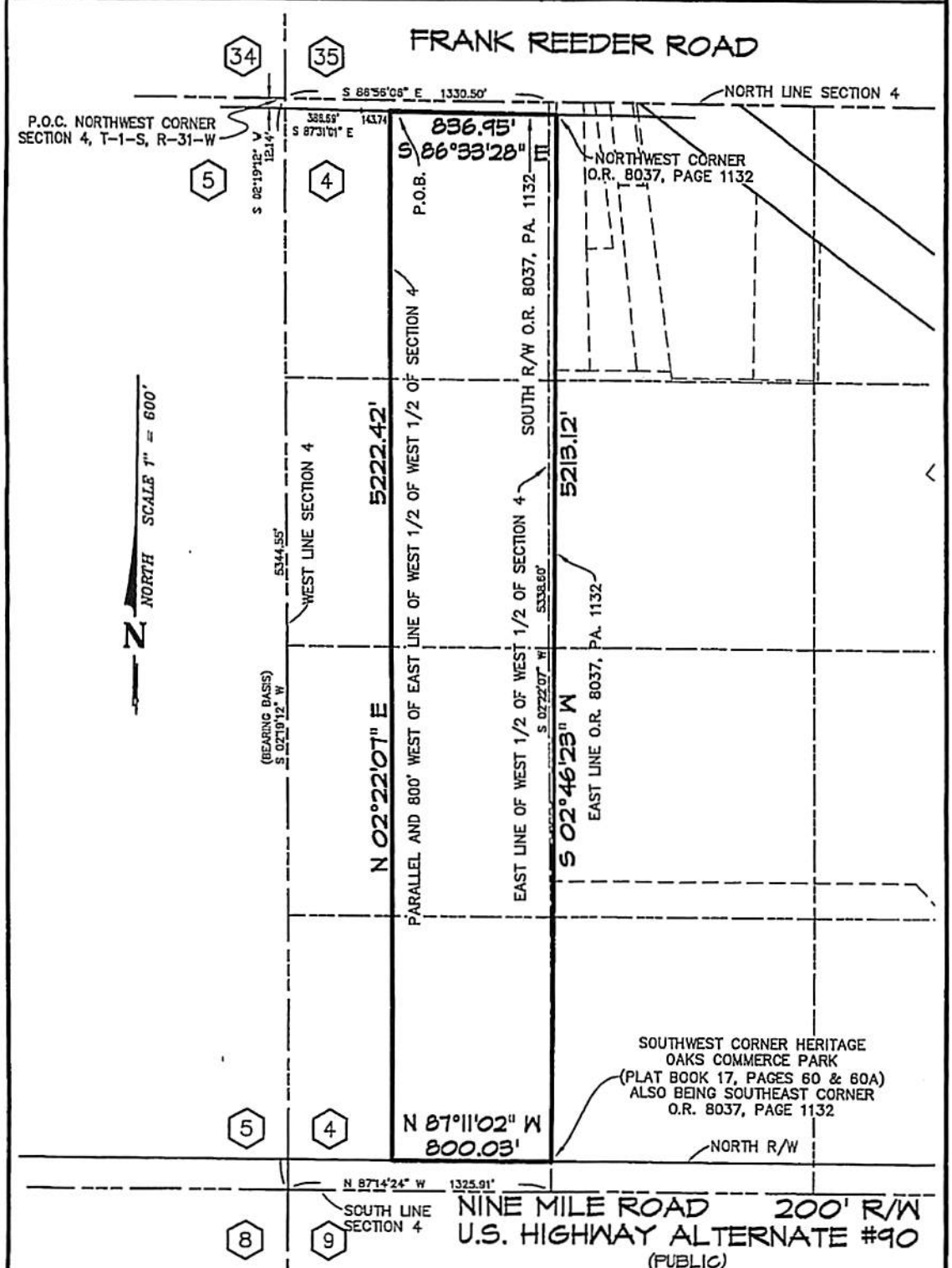
(SEAL)

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

DRAFT

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 4, T-1-S, R-31-W




Source of Information: TAX MAPS; PUBLIC RECORDS; RECORDED PLAT: HERITAGE OAK COMMERCE PARK (PB 178, P 60); SURVEYS BY THIS FIRM
Measurements made in accordance to United States Standards. This survey is valid only if it contains the original seal and original signature of the signing surveyor.

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. **LB No. 7078**

David D. Glaze ☐ PSM #5605
Walter J. Glaze ■ PSM #6190

File No. A-19,299 Drawn By PMJ
Job No. 38280-19b Checked By WJG
Scale 1" = 600' Elevation Reference
Date of Survey FB PG
Date of Plat 6-6-2019 FB PG
Date of Revision
Ordered By MR. ADAM COBB
Encroachments
Bearing Reference NORTH BASED ON THE WEST LINE OF SECTION 4 AS S 02°19'12" W

WALTER J. GLAZE LICENSE NUMBER No. 6190 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
5700 N. DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL 32503
Phone (850) 434-6565
Fax (850) 434-6561
Email: pgasurvey@bellsouth.net

# A LEGAL DESCRIPTION AND SKETCH OF A PORTION OF SECTION 4, T-1-S, R-31-W

LEGEND:

| | |
|---|---|
| R/W | Right of way |
| P.O.B. | Point of beginning |
| P.O.C. | Point of commencement |

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 property may also be subject to setback lines mandated by zoning ordinances and\or restrictive covenants of record.
5. NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION:

Commence at the northwest corner of said Section 4, Township 1 South, Range 31 West, Escambia County, Florida; thence South 02 degrees 19'12" West along the west line of said Section 4 for a distance of 12.14 feet to the south right of way line of Frank Reeder Road according to deed recorded in Official Record Book 8037 at page 1132 of the public records of said County; thence South 87 degrees 31'01" East (this course and the next two along said south right of way line) for a distance of 386.69 feet; thence South 86 degrees 33'28" East for a distance of 143.74 feet for the point of beginning.

Thence continue South 86 degrees 33'28" East for a distance of 836.95 feet to the northwest corner of said parcel described in Official Record Book 8037 at page 1132; thence South 02 degrees 46'23" West along the east line of said parcel described in Official Record Book 8037 at page 1132 for a distance of 5213.12 feet to the southwest corner of Heritage Oaks Commerce Park according to the plat recorded in Plat Book 17 at pages 60 and 60A of the public records of said County, said point also being the southeast corner of said parcel described in Official Record Book 8037 at page 1132, and being on the north right of way line of Nine Mile Road (U.S. Highway Alternate #90, 200' R/W); thence North 87 degrees 11'02" West along said north right of way line for a distance of 800.03 feet to a point on a line being parallel to and 800 feet west of to the east line of the West Half of the West Half of said Section 4; thence North 02 degrees 22'07" East along said line being parallel to and 800 feet west of said east line of the West Half of the West Half for a distance of 5222.42 feet to the point of beginning.

All lying and being in of Section 4, Township 1 South, Range 31 West, Escambia County, Florida. Containing 98.03 acres, more or less.

Source of Information: TAX MAPS; PUBLIC RECORDS; RECORDED PLAT: HERITAGE OAK COMMERCE PARK (PB 17B, P 60); SURVEYS BY THIS FIRM
Measurements made in accordance to United States Standards. This survey is valid only if it contains the original seal and original signature of the signing surveyor.

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. **LB No. 7073**

David D. Glaze ☐ PSM #5605
Walter J. Glaze ■ PSM #6190

File No. A-15299 Drawn By PMJ
Job No. 58230-19b Checked By WJG
Scale 1" = 600' Elevation Reference
Date of Survey FB PG
Date of Plat 6-6-2019 FB PG
Date of Revision
Ordered By MR. ADAM COBB
Encroachments

Bearing Reference NORTH BASED ON THE WEST LINE OF SECTION 4 AS S 02°19'12" W

WALTER J. GLAZE LICENSE NUMBER No. 6190 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

**ORDINANCE NUMBER 2019-___**

**AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PORTION OF A PARCEL, WHICH IS LOCATED WITHIN SECTION 04, TOWNSHIP 1S, RANGE 31W, AND WHICH IS IDENTIFIED AS A PORTION OF PARCEL ID NUMBER 05-1S-31-1101-000-000, PARCEL PORTION TOTALING 98.03 (+/-) ACRES AND LOCATED WEST OF THE INTERSECTION OF INTERSTATE 10 AND W. NINE MILE ROAD/US HIGHWAY 90A AND WITH AN ADDRESS OF NAVY OLF8: 5501 FRANK REEDER ROAD AND 9045 SECURITY PLACE, FROM PUBLIC (P) TO MIXED-USE URBAN (MU-U) AND AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT, OBJ FLU 5.1 NFCU URBAN SERVICE AREA BOUNDARY MAP" TO EXPAND NAVY FEDERAL CREDIT UNION URBAN SERVICE AREA (NFCU-USA) BY 98.03 (+/-) ACRES; PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and

**WHEREAS**, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

**WHEREAS,** Escambia County wants to expand/modify the Urban Service Area as defined in Chapter 163.3164(50), Florida Statutes with the unincorporated areas of the county; and

**WHEREAS**, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

**WHEREAS**, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

**NOW, THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of Escambia County, Florida, as follows:

**Section 1. Purpose and Intent**

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

**Section 2. Title of Comprehensive Plan Amendment**

This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment 2019-01 with the expansion of Navy Federal Credit Union Urban Service Area Boundary."

**Section 3. Changes to the 2030 Future Land Use Map**

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use changes:

> A parcel of land which is located within Section 04, Township 1S, Range 31W, and which is identified as a portion of parcel ID number 05-1S-31-1101-000-000, parcel totaling 98.03 (+/-) acres and located West of the intersection of Interstate 10 and W. Nine Mile Road/US Highway 90A and with an address of 5501 Frank Reeder Road and 9045 Security Place, as more particularly described in the Boundary Survey produced by David D. Glaze, registered land surveyor from Pitman Glaze and Associates, Inc., dated 06/06/2019, attached as Exhibit A, from Public (P) to Mixed-Use Urban (MU-U) and the expansion of OBJ FLU 5.1 NFCU Urban Service Area Boundary Map to include an additional 98.03 (+/-) acres.

**Section 4. Severability**

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

**Section 5. Inclusion in the Code**

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that the sections, subsections and other provisions of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

**Section 6. Effective Date**

Pursuant to Section 163.3184(3)(c)(4), Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia

County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

**DONE AND ENACTED** this_____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

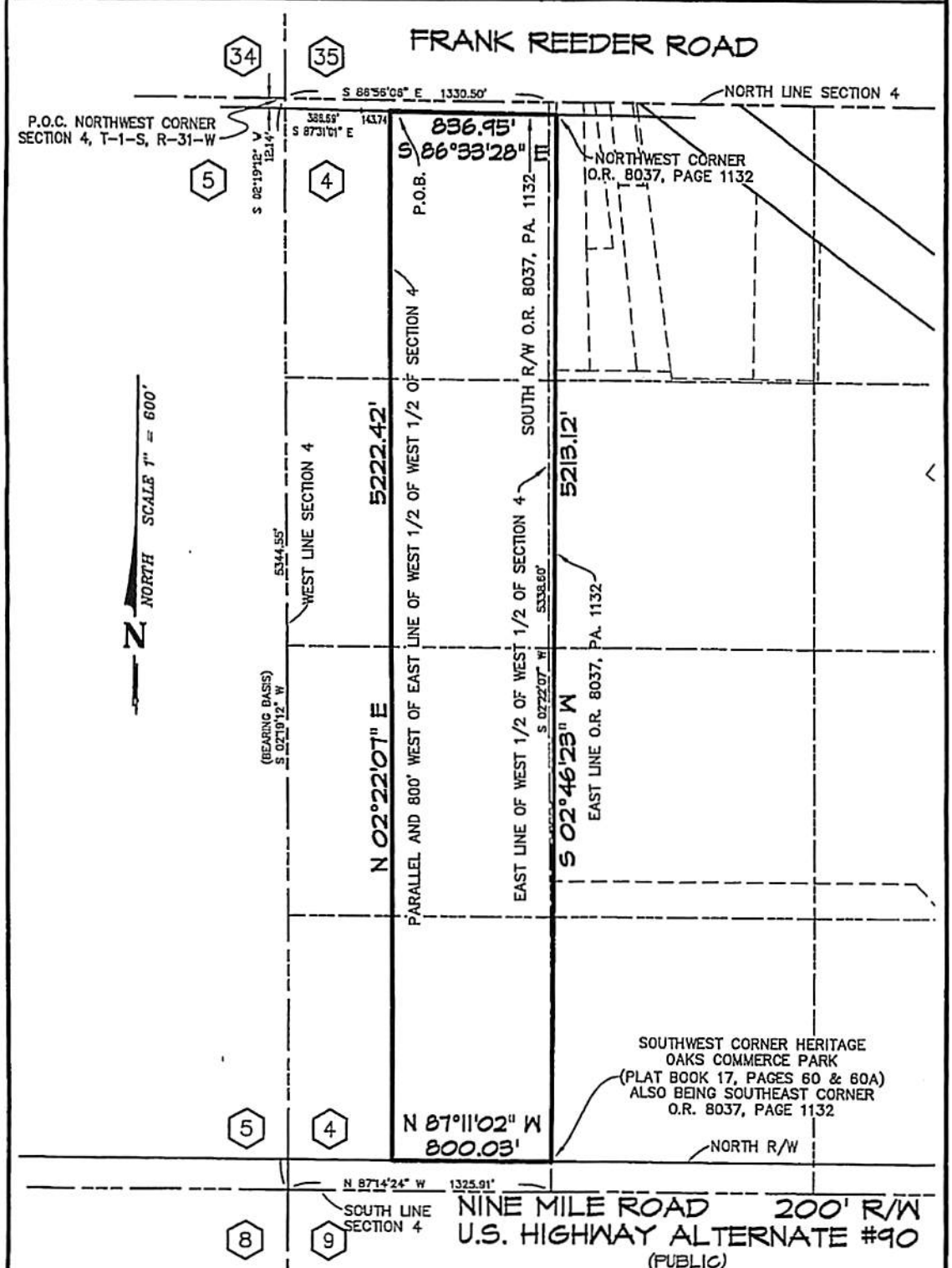
By: _____
Deputy Clerk

(SEAL)

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

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 4, T-1-S, R-31-W




Source of Information: TAX MAPS; PUBLIC RECORDS; RECORDED PLAT: HERITAGE OAK COMMERCE PARK (PB 178, P 60); SURVEYS BY THIS FIRM
Measurements made in accordance to United States Standards. This survey is valid only if it contains the original seal and original signature of the signing surveyor.

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. **LB No. 7078**

David D. Glaze ☐ PSM #5605
Walter J. Glaze ■ PSM #6190

File No. A-19,299 Drawn By PMJ
Job No. 38280-19b Checked By WJG
Scale 1" = 600' Elevation Reference
Date of Survey FB PG
Date of Plat 6-6-2019 FB PG
Date of Revision
Ordered By MR. ADAM COBB
Encroachments
Bearing Reference NORTH BASED ON THE WEST LINE OF SECTION 4 AS S 02°19'12" W

WALTER J. GLAZE LICENSE NUMBER No. 6190 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
5700 N. DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL 32503
Phone (850) 434-6565
Fax (850) 434-6561
Email: pgasurvey@bellsouth.net

# A LEGAL DESCRIPTION AND SKETCH OF A PORTION OF SECTION 4, T-1-S, R-31-W

LEGEND:

| | |
|---|---|
| R/W | Right of way |
| P.O.B. | Point of beginning |
| P.O.C. | Point of commencement |

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 property may also be subject to setback lines mandated by zoning ordinances and\or restrictive covenants of record.
5. NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION:

Commence at the northwest corner of said Section 4, Township 1 South, Range 31 West, Escambia County, Florida; thence South 02 degrees 19'12" West along the west line of said Section 4 for a distance of 12.14 feet to the south right of way line of Frank Reeder Road according to deed recorded in Official Record Book 8037 at page 1132 of the public records of said County; thence South 87 degrees 31'01" East (this course and the next two along said south right of way line) for a distance of 386.69 feet; thence South 86 degrees 33'28" East for a distance of 143.74 feet for the point of beginning.

Thence continue South 86 degrees 33'28" East for a distance of 836.95 feet to the northwest corner of said parcel described in Official Record Book 8037 at page 1132; thence South 02 degrees 46'23" West along the east line of said parcel described in Official Record Book 8037 at page 1132 for a distance of 5213.12 feet to the southwest corner of Heritage Oaks Commerce Park according to the plat recorded in Plat Book 17 at pages 60 and 60A of the public records of said County, said point also being the southeast corner of said parcel described in Official Record Book 8037 at page 1132, and being on the north right of way line of Nine Mile Road (U.S. Highway Alternate #90, 200' R/W); thence North 87 degrees 11'02" West along said north right of way line for a distance of 800.03 feet to a point on a line being parallel to and 800 feet west of to the east line of the West Half of the West Half of said Section 4; thence North 02 degrees 22'07" East along said line being parallel to and 800 feet west of said east line of the West Half of the West Half for a distance of 5222.42 feet to the point of beginning.

All lying and being in of Section 4, Township 1 South, Range 31 West, Escambia County, Florida. Containing 98.03 acres, more or less.

Source of Information: TAX MAPS; PUBLIC RECORDS; RECORDED PLAT: HERITAGE OAK COMMERCE PARK (PB 17B, P 60); SURVEYS BY THIS FIRM
Measurements made in accordance to United States Standards. This survey is valid only if it contains the original seal and original signature of the signing surveyor.

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. **LB No. 7073**

David D. Glaze ☐ PSM #5605
Walter J. Glaze ■ PSM #6190

File No. A-15299 Drawn By PMJ
Job No. 58230-19b Checked By WJG
Scale 1" = 600' Elevation Reference
Date of Survey FB PG
Date of Plat 6-6-2019 FB PG
Date of Revision
Ordered By MR. ADAM COBB
Encroachments

Bearing Reference NORTH BASED ON THE WEST LINE OF SECTION 4 AS S 02°19'12" W

WALTER J. GLAZE LICENSE NUMBER No. 6190 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16845** **Growth Management Report 14. 6.**
**BCC Regular Meeting**
**Meeting Date:** 10/03/2019
**Issue:** Review of Rezoning Case Heard by the Planning Board on August 6, 2019
**From:** HORACE JONES, Director
**Organization:** Development Services

## RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on August 6, 2019

That the Board take the following action concerning the rezoning case heard by the Planning Board on August 6, 2019:

A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Case Z-2019-08 or remand the case back to the Planning Board; and
B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that were reviewed.

| | |
|---|---|
| **1. Case No.:** | **Z-2019-08** |
| Address: | 5501 Frank Reeder Road and 9045 Security Place |
| Property Reference No.: | 05-1S-31-1101-000-000 |
| Property Size: | 98.03 (+/-) acres |
| From: | None |
| To: | HC/LI, Heavy Commercial and Light Industrial district (25 du/acre) |
| FLU Category: | Currently Public, **if approved in the prior public hearing will change to Mixed-Use Urban** |
| Commissioner District: | 1 |
| Requested by: | Adam Cobb with Emanuel Sheppard & Condon, Agent for Navy Federal Credit Union, Owner |
| Planning Board Recommendation: | Approval |
| Speakers: | Sally Fox, Melissa Pino, Margaret Hostetter |

**BACKGROUND:**

The above case was owner initiated and heard at the August 6, 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 request(s).

**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-2019-08

---

# Z-2019-08

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

---

Case #: Z-2019-08
Applicant: Adam Cobb, Emmanuel Sheppard & Condon, Agent for Navy Federal Credit Union, Owner
Address: 5501 Frank Reeder Rd. and 9045 Security Place

Property Size: 98.03 (+/-) acres

From: None, No zoning designation

To: HC/LI-NA, Heavy Commercial and Light Industrial District (25 du/acre)

A quasi-judicial hearing was held in the above-styled cause before the Escambia County Planning Board on the 6th day of August 2019, commencing at approximately 9:25 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Governmental Center, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.



PLANNING BOARD

BOARD MEMBERS PRESENT:
WAYNE BRISKE, Chairman — District 5
ALAN GRAY — At Large
TIM PYLE, Vice Chairman — District 2
REID RUSHING — At Large
ERIC FEARS — District 4
JAY INGWELL — District 1

PLANNING BOARD STAFF PRESENT:
KIA JOHNSON, ESQUIRE
Assistant County Attorney

HORACE JONES, Director
JUAN LEMOS
ALLYSON LINDSAY
JON FISHER

PRESENT FOR APPLICANT:
EMMANUEL, SHEPPARD & CONDON
BY: SALLY FOX, ESQUIRE
307 South Spring Street
Pensacola, Florida 32502



INDEX


| WITNESSES | PAGE |
|---|---|
| MELISSA PINO | 28 |
| MARGARET HOSTETTER | 30 |
| - - - | |
| PROCEEDINGS | 4 |
| CERTIFICATE OF REPORTER | 36 |




P R O C E E D I N G S

THE CHAIRMAN: At this time we'll ask our court reporter to please swear in the members of staff that will be testifying

(County staff duly sworn.)

THE CHAIRMAN: Thank you, sir.

Board members, you've previously qualified all of these individuals in the area of land use and planning to offer expert testimony.

Does anyone have any questions regarding their qualifications or their ability to offer expert testimony?

MR. GRAY: Not at this time, Mr. Chair. Thank you.

THE CHAIRMAN: All right. Thank you.

Let the record reflect that these staff members will be shown as experts in the area of land use and planning for the record.

At this hearing the Planning Board is acting under its authority to hear and make recommendations to the Board of County Commissioners on rezoning applications.

These hearings are quasi-judicial in nature. Quasi-judicial are like evidentiary hearings in a court of law. However, they are

less formal.

All testimony will be given under oath, and anyone testifying before the Planning Board may be subject to cross-examination.

All documents and exhibits that the Planning Board considers will be entered into evidence and made part of the record.

Opinion testimony will be limited to experts, and closing arguments will be limited to the evidence in the record.

Before making a decision, the Planning Board will consider the relevant testimony, the exhibits entered into evidence, and the applicable laws.

Each individual who wishes to address the Planning Board must complete a speaker request form. They're located at the back of our chambers. You will not be allowed to speak unless we have received a completed form.

Please note that only those individuals who are present today and give testimony on the record will be allowed to speak at the subsequent Board of County Commission hearing.

There will be no new evidence at the BCC meeting. Therefore, all testimony and evidence



must be presented today.

The Planning Board will provide a recommendation for each rezoning request to the Board of County Commission. They will then review the testimony, documents and exhibits, consider the closing arguments, and make a final decision.

All decisions by the BCC are final. Anyone who wishes to seek judicial review of that decision must do so in a court of competent jurisdiction within 30 days of the date that the BCC either approves or rejects the recommended order from the Planning Board.

All written or oral communications outside of this hearing with members of the Planning Board today are considered ex parte communications. Ex parte communications are presumed prejudicial under Florida law and must be disclosed, based on Resolution 96-13.

As each case is heard, the Chair will ask each board member if they have been involved in any ex parte communication, please identify themselves and describe the communications.

As required by Section 2.7 -- excuse me -- 2-7.2 of the Escambia County Land Development



Code, the Planning Board's recommended order to the BCC shall include consideration of the following approval conditions.

(Approval conditions were specifically enumerated but not transcribed here.)

THE CHAIRMAN: At the beginning of the cases, if there are no objections from the applicant, we will ask the staff to present photographs and zoning locational criteria.

Next we hear from the applicant and any witnesses that they may wish to call. Then we hear from the staff and any witnesses they may wish to call.

Finally, we hear from members of the public who have filed a speaker request form.

We have five cases today. And before we go into our first case, we have to take care of a little bit of business on the Planning Board side, which is our regular hearing.

And so I'm going to put the quasi-judicial hearing in recess at this point so that we can take care of our FLU amendment for this case. And this is fairly common when we have a FLU amendment as well.

(Recess.)



(Testimony of Sally Fox, Esquire, in the regular Planning Board meeting, August 6, 2019:)

THE CHAIRMAN: Ms. Sally Fox, attorney.

MS. FOX: Let me state my name and address for the record.

THE CHAIRMAN: Yes.

MS. FOX: I'm Sally Fox, Emmanuel, Sheppard and Condon. Address is 307 South Spring Street, Pensacola, Florida 32502.

And good morning. Thank you.

As stated, we are seeking on behalf of Navy Federal Credit Union to have land use changed. Currently it is public and we want to go to MUU.

I want to just let everyone know in case there are questions, that we do have members of the project here. And they did not sign a pink sheet. They do not necessarily desire to speak. However, they are available should there be any questions.

I want to just briefly introduce them. We have Cara Cardonna here. She's senior vice president with Greater Pensacola Operations at Navy Federal Credit Union.

We have Matt Vincent, Associate General

Counsel at Navy Federal Credit Union. And we have two engineers on the project. Daniel Broxson is the group project manager and Daniel Terry, group project engineer, both with Jacobs Engineering. They are both available if you have any questions or we need to address anything specifically.

THE CHAIRMAN: And, Ms. Fox just so you know, when we are in quasi-judicial, you can call them as witnesses for your case. So you can introduce them that way as a witness in the case.

MS. FOX: All right. I don't plan to do that unless anyone has any questions.

THE CHAIRMAN: Okay. Very good. Thank you.

MS. FOX: Thank you so much.

We are seeking to rezone, as well as change the future land use to large-scale amendment the approximate 98 acres.

It is adjacent to the Navy Federal campus already. And we have a contract to purchase the property from Escambia County, and that contract is contingent both on the future land use change as well as the rezoning, obviously.



I thought staff did a very thorough job of doing their findings with regard to future land use amendment component of it.

And just to briefly, so that we have covered matters of record, for purposes of this hearing, staff found that our application supports and agrees with staff that the sanitary sewers available to solid waste disposable are available through ECUA.

We have potable water through ECUA. We have -- There are certain components such as the stormwater malpractice, and that will be obviously reviewed during the development review process.

And as it gets further down, all of those components will be addressed. We don't anticipate any impact on schools here with this project.

The current contemplated use is expansion of parking, which is primarily going to be on the Nine Mile side, if you can think of the strip as a long strip and you have parking that will be on the Nine Mile side.

It will not be accessed through a separate curb cut or opening. It is contemplated it will



be accessible through the current already campus entrance. So people will go in the campus entrance and then go through the existing campus to get to the contemplated parking expansion.

We also anticipate some public facilities, recreational, light recreational uses that will be available to the Navy Federal Credit Union members, as well as members of the public.

And we don't anticipate that any of that will increase the traffic problem in any way. You already have your members going to Navy Federal. You already have people that are going to be using Frank Reeder.

We don't anticipate a vast quantity of new people that will be going past those facilities that don't already go by there.

It is currently vacant land. There's not going to be any residential type of development, obviously, with what we're seeking, so we don't anticipate any impact on schools.

In terms of wellheads, the nearest wellhead is 10,800 feet. As staff aptly pointed out, it is not in a wellhead protection area, so we don't have that issue.

We have already had the archeological



study. It's started. It's under way. And as it stands right now, I think they found one ceramic, piece of ceramic that was of historical nature, but they didn't view that of any significance, and they don't recommend anything further in that regard.

The natural resources of the report is attached to our application. You can see that in terms of what we're dealing with there.

Obviously, any development, a parking lot or recreational facilities would go through development review. And all that would be taken into account.

We believe that what is requested will discourage urban sprawl, and is consistent with the adjacent current use for the Navy Federal campus.

I don't have anything further. Since I know you have a very busy agenda, but I'm happy to answer questions.

THE CHAIRMAN: All right. Great. Thank you.

MS. FOX: Thank you.

(End testimony of Sally Fox, Esquire, in the regular Planning Board meeting.)

(The regular Planning Board meeting continued.)

THE CHAIRMAN: I will now put the regular Planning Board meeting into recess, and we will go back into quasi-judicial to hear the rezoning component of this case.

This is Case Z-2019-08 being presented by Sally Fox, the attorney for the applicant, agent for Navy Federal Credit Union, 5501 Frank Reeder Road and 9045 Security Place. This is 98.03 plus-minus acres.

It went from a no or none zoning, no zoning designation, as for HC/LI heavy commercial and light industrial, 25 dwelling units per acre.

Before we get started on this one, I'll ask members of the Planning Board: Have there been any ex parte communications between you, the applicant, agents, attorneys, witnesses, fellow Planning Board members or anyone from the general public prior to this hearing?

(Mr. Gray left the hearing room.)

THE CHAIRMAN: I'll also ask if you have visited the subject property. And please disclose if you are a relative or business



associate of the applicant or any of the parties.

And start with you, Tim.

MR. PYLE: No to all, but I have been to the subject property.

THE CHAIRMAN: Chairman, no to all. I am very familiar with where the property is, but nothing special to report.

MR. FEARS: No to all. Pass it every day.

MR. INGWELL: I'm a member, and my wife works there. No.

MR. RUSHING: No to all, and am familiar with the property.

THE CHAIRMAN: Okay. We'll get Mr. Gray when he comes back in the room.

Ms. Johnson, do you foresee any conflict with the fact that Mr. Ingwell's wife works there, or anything like that, as a conflict of interest in voting?

MS. JOHNSON: No, sir, Mr. Chairman.

THE CHAIRMAN: All right. Thank you, for the record. All right.

Ms. Fox, do you have any opposition to us presenting the photography and maps? I know we kind of already did that, but do you have any



opposition to that again?

MS. FOX: No, sir.

THE CHAIRMAN: Thank you.

MS. FOX: Thank you.

THE CHAIRMAN: All right.

Jon, go ahead with the maps and photography for the property.

MR. FISHER: Jon Fisher, Senior Planner.

This is the rezoning map for Z-2019-08. This is the location map.

Here is the zoning map. As you can see, it's currently not zoned.

This is the public -- or I'm sorry. This is the future land-use map showing what the future land use -- currently being public.

This is the existing land-use map. As you can see, Navy Federal Credit Union to the east and the old OLF-8 site, which is called Escambia County property as well now.

This is the aerial map.

Here's a public hearing sign on Frank Reeder Road looking east.

Looking southeast at the subject property.

Looking southwest.

Looking west.



Looking northeast.

Public hearing sign on Nine Mile Road.

Looking east.

Another looking east.

Looking northwest.

Looking west.

Looking northeast.

And looking at the subject property.

Those are the staff's maps and pictures of the property at this time.

THE CHAIRMAN: Thank you, Jon.

Board members, any questions of the maps or photography?

(No response.)

(Mr. Gray returned to the hearing room.)

THE CHAIRMAN: All right. Mr. Gray, you were out of the room when I did quasi-judicial.

Did you have any ex parte communications with the applicant, agents, attorneys, witnesses, fellow Planning Board members or anyone from the general public prior to this hearing?

Also ask if you will disclose if you have visited the subject property and disclose if you are a relative or business associate to any of

the parties.
MR. GRAY: Well, I've been by the property, but no to all, other than being, you know . . .
THE CHAIRMAN: Familiar with it.
MR. GRAY: Familiar with the property.
THE CHAIRMAN: But nothing special.
MR. GRAY: Nothing special, that's correct.
THE CHAIRMAN: Thank you for your disclosure, sir.
All right. At this time, Ms. Fox.
MS. FOX: Good morning.
THE CHAIRMAN: Good morning.
And you will not have to be sworn in because you are governed by your rules and regulations under the Bar for being an attorney.
But I would like for you to please state your name, position, and address for the record.
MS. FOX: Yes. Sally Fox, attorney at Emmanuel, Sheppard & Condon, 30 South Spring Street, Pensacola, Florida 32502.
THE CHAIRMAN: Thank you.
MS. FOX: Thank you very much.
THE CHAIRMAN: I'm sorry. I have a couple



things to ask you . . .
MS. FOX: Yes, sir.
THE CHAIRMAN: . . . since we're in quasi-judicial here.
Have you received a copy of the rezoning hearing package with the staff's findings of fact?
MS. FOX: Yes.
THE CHAIRMAN: Okay. And do you understand that you have the burden of providing substantial, competent evidence that the proposed rezoning is consistent with the Comprehensive Plan, furthers the goals, objectives and policies of that plan, and is not in conflict with any portion of the Land Development Code?
MS. FOX: Yes, sir.
THE CHAIRMAN: Thank you.
Please proceed.
MS. FOX: Thank you, Mr. Chairman.
I'm just going to briefly cover the different components that we are required to meet on that burden.
We are requesting to go from, as has already been indicated, from no zoning, which it



currently has and is not -- it's not zoned at all -- to HC/LI which is heavy commercial, light industrial.
That category of zoning is already existing on the current Navy Federal campus. This property is adjacent to the Navy Federal campus, so it would just be an extension of what already is there.
The requested zoning, of course, would have to be pending, and our application recognizes this. And staff's report recognizes it as well on a change in the future land use. Obviously, that cart has to come before the horse or vice versa, however you want to say it.
So presuming that change in the future land use is ultimately approved, then we believe that the requested rezoning to HC/LI will be consistent with the Comprehensive Plan as it stands at that point.
We believe it's consistent with the Land Development Code. It is simply an expansion of what is currently zoned or the campus to the east and all the permitted and contemplated possible uses of the property, even though we're certainly aware that Navy Federal has a



contemplated use of expansion of parking, and then some recreational areas for its members and some to the public.
But even if that were not to happen 500 years from now, assuming these zonings are in place, and 500 years from now, then the contemplated uses under that category would be consistent still with this particular category, and once it's already existing in the area for commercial activities.
And within the 500-foot radius, we already know it has HC/LI. What this would do is create a logical and orderly development pattern because as it stands right now, there is no zoning.
So at any point there needs to be some zoning put in place on this property so that we do have a logical and orderly development.
It is not spot zoning. I don't even believe that that could be considered an issue. It is a vacant piece of property at this point, and it is already adjacent to the Navy Federal campus, so we don't have spot zoning as an issue.
There are certainly changed conditions

Page 21

with this property which support the granting of this application. And those changed conditions include that this went from U.S. Navy's property to now Escambia County's property. And so it clearly does need a zoning classification.

Also, in 2012, the urban service area for Navy Federal Credit Union was put in place around the Navy Federal Credit Union campus.

And this would just be its future land use. Granted, this would be an expansion of that urban service area and then a logical conclusion for this property.

And that would -- that concludes my remarks, other than we do request the approval and recommendation of the approval of the rezoning.

Thank you.

THE CHAIRMAN: Okay. Ms. Fox, do you have any witnesses you wish to call at this time?

MS. FOX: Not at this time.

THE CHAIRMAN: Okay. We'll give you the opportunity for rebuttal, if you have any questions that come up.

At this point, then, we'll ask our staff members to present their findings of facts,

Page 22

please.

And, Jon, I would ask you, just in the essence of time, you don't have to read every single line.

We want to have the key, whether it's consistent or not consistent with that category. And let's have it up on the board so that everyone can review it while you're going through it.

MR. FISHER: Jon Fisher, senior planner. I'll do this as we go.

This is for rezoning case Z-2019-08. This is from none to HC/LI, heavy commercial, light industrial district, 25 dwelling units per acre.

For Criterion A, consistent with the Comprehensive Plan. Under the findings, the proposed amendment to HC/LI is consistent with the intent and purpose of the future land-use categories MUU, as stated in CPP FLU 1.3.1.

The rezoning will depend on the approval of LSA-2019-01 from public to mixed-use urban. Mixed-use urban will be intended for an intense mix of residential and nonresidential uses, while promoting compatible infill development and the separation of urban and suburban land

Page 23

uses within the category as a whole.

Under Criterion B, the Land Development Code . . . I'll go down to the staff's findings here.

The proposed amendment is consistent with the intent and purpose of the Land Development Code. The rezoning would allow for the expansion of Navy Federal Credit Union campus that is adjacent to the east.

All the permitted uses of the proposed zoning would be supported by the already existing commercial activities to the east and meet the locational criteria guidelines of HC/LI.

Under Criterion C, compatible with surrounding uses, the proposed amendment is compatible with surrounding existing uses in the area.

Within the 500-foot radius impact area, staff observed properties with zoning districts HC/LI, LDMU, Public, and LDR.

There are single-family parcels, vacant parcels, and Navy Federal Credit Union campus, the surrounding zoning categories.

Under Criterion D, appropriate if spot

Page 24

zoning, the parcel is currently vacant and has no zoning classification. A rezoning to HC/LI would not be considered spot zoning.

Under Criterion E, the findings, the land use -- I'm sorry. Appropriate with changed or changing conditions.

Under the findings, the future land use or development conditions within the area surrounding the property of rezoning did change in 2012, but this was only to create the Urban Service Boundary Area.

This was with the overall sites, since it was such a large area. This will be expanding part of the future land-use map under OLF-8, 2019-01 as well.

This is just a reference guide, not so much that it really impacted the area.

That's the staff's findings.

THE CHAIRMAN: Thank you, Jon.

Any questions, board members, from staff?

(No response.)

THE CHAIRMAN: Ms. Fox, do you have any cross-examination of the county's findings?

MS. FOX: No, sir.

THE CHAIRMAN: Okay. She's indicated no.

All right. At this time we're going to go into the public forum.

I just want to remind everybody -- And Horace is not here because I usually get him to give his speech about things that are picked up in the DRC process, and things like that, which is a separate public hearing.

When you come up, we're going to have a time limit because we're already very far deep into the schedule here.

Please limit your comments to the criteria that we must consider. Remember, we cannot consider anything that's outside of these six criteria. These are the only things that we can consider.

So if you come up here and you start talking about traffic, and things like that, it's not even something we can consider.

Now, you're welcome to say whatever you want because we want to give you due process to get your comments on the record, but I'm telling you, we can only consider these items on this list. Okay?

So with that, for 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 the exceptions described in 2-7.2 of the Escambia County Land Development Code.

During our deliberations, the Planning Board does not consider general statements of support or opposition.

Accordingly, please limit your testimony to the approval conditions and exceptions described in 2-7.2.

Please also note that only those individuals who are present and give testimony on the record before the Planning Board will be allowed to speak at the subsequent hearing before the Board of County Commissioners.

Ms. Theresa Blackwell, do you wish to speak on the quasi-judicial forum on the rezoning?

MS. BLACKWELL: This is not the Navy Federal property.

THE CHAIRMAN: Yes, it is.

MS. BLACKWELL: No, not on that, no.

THE CHAIRMAN: Okay. I just wanted to make sure because there's a couple -- you had "08" written on your sheet, so this is case 08,



so . . .

MS. BLACKWELL: I don't know. I'm not a morning person. What can I say?

THE CHAIRMAN: That's okay. No problem.

MR. FEARS: Catherine Buck.

Can you identify yourself? Ms. Catherine Buck?

MS. BUCK: I'm sorry I must have -- I'm actually here for item number 6.

MR. FEARS: 6.

You marked 2019-14, which we don't have one. So we're just trying to identify which case.

MS. BUCK: 2019-12. I'm sorry. I'm not a morning person either.

MR. FEARS: Thank you. We want to make it right.

THE CHAIRMAN: So Ms. Blackwell, no on this one. Okay.

Ms. Margaret Hostetter.

Ms. Hostetter, did you wish to speak?

MS. HOSTETTER: Can I go last to think about it more? I'm not a morning person either.

THE CHAIRMAN: Ms. Pino. Please be sworn in because I don't think you were sworn in



before.

- - -

MELISSA PINO, upon being duly sworn, was examined and testified as follows:

- - -

THE CHAIRMAN: Please state your name and address for the record.

THE COURT REPORTER: You're a little bit too close to the microphone.

MS. PINO: The microphone down at the BCC doesn't work, so I'm used to being right there.

I just want to say quickly, my primary reason for speaking right now in this moment is that if I do choose to speak down the BCC I can. And Ms. Blackwell might want to consider that also.

But I wanted to respond to Ms. Fox because I think -- I'm hoping that my previous comments about locational criteria were not misunderstood.

I didn't mean that as a snipe on spot zoning. I think we get so used to hearing locational criteria, and then something people are complaining about.

What I was trying to say is, even on that

Page 29

dreaded bubble of locational criteria, this probably could make perfectly good sense that this particular zoning takes place across the street.

The only thing I wanted to voice was community sensitivity to the fact that what has been stated as planned for that parcel does not require this level of HC/LI.

And given the additional sensitivity that people are starting to wonder whether the decrease in the wetlands on this entire property, whether it be Navy Federal's portion, their private property or the county's, that it's going to result in a road going north to Frank Reeder Road, which could very well be a good thing.

But it's just -- it's just an ask that we have as much transparency on these sorts of things as possible, and that Navy Federal and the county stay attentive to the fact that -- that -- that people do have some anxieties. And they're hoping for the very best outcome.

Thank you.

THE CHAIRMAN: Thank you, Ms. Pino.

And those items that you discussed would

Page 30

be picked up in the DRC process, which is also a public hearing, and you would have the opportunity to put comments in there.

So . . . Okay. Ms. Hostetter, there's no one else. You're it.

- - -

MARGARET HOSTETTER, upon being duly sworn, was examined and testified as follows:

- - -

THE CHAIRMAN: State your name and address for the record, please.

MS. HOSTETTER: Margaret Hostetter, 328 East Sunset Avenue.

Selecting the zoning category HC/LI, heavy commercial, light industrial district, 25 dwelling units per acre, for parking place seems -- 100 acres of parking seems unnecessary and excessive.

I understand wanting to have flexibility, which this would give because it's -- it's a very high zoning category. And, of course, anything lower than that would be allowed.

But this does seem excessive. And have -- the mention that the intent was to bring all traffic to this 100-acre parcel through the main

Page 31

entrance of the existing campus is -- Did I not understand that?

MR. GRAY: No, we were not discussing that.

MS. HOSTETTER: Oh, I thought we were discussing location criteria, and the road access would be a location criteria.

MR. GRAY: I'm sorry. I apologize. I'm not trying to interrupt you.

You did bring up a very good point in your first minute, but you wandered off into transportation and traffic impact.

MS. HOSTETTER: No. Well, I --

MR. GRAY: You talked about transportation.

MS. HOSTETTER: Okay. I'm asking -- I'm bringing up --

MR. GRAY: Okay.

MS. HOSTETTER: -- if the representative indicated all entry or access to the parcel in question, this 100 acres would be through the existing entrance to the campus.

THE CHAIRMAN: I believe that was her testimony, but we'll get her to clarify that.

MS. HOSTETTER: Okay. Is that location

Page 32

criteria related?

THE CHAIRMAN: Mr. Jones.

MR. JONES: No, it's not. No, it's not. No, it's not.

MR. GRAY: I'm just trying to help you.

MS. HOSTETTER: Is the access related to any of your criteria categories?

MR. FISHER: No.

MS. HOSTETTER: The road access. No.

THE CHAIRMAN: That's DRC process.

MS. HOSTETTER: Okay. All right. Okay.

MR. JONES: But if they want to basically get some general ideas, they can. It's up to them if they want to answer that question.

MS. HOSTETTER: Okay.

THE CHAIRMAN: Use your microphone.

MR. JONES: Thank you.

MS. HOSTETTER: Well, that would be . . . It is confusing for us. We're certainly not experts on any of these positions or requirements in this process like I'd love to be.

And I appreciate everybody that volunteers and spends all your time and energy, not only in these meetings, but all the research you have to

do to try to stay up with this.
So I think that would be sufficient for me to mention, that the zoning seems to be excessive for the intended use of the 100 acres in question.
Thank you.
THE CHAIRMAN: Thank you, Ms. Hostetter.
Is there anyone else that has not already spoken on this that wishes to speak on 2019-08?
(No response.)
THE CHAIRMAN: All right. Hearing none, I hereby close the public comment portion of the meeting.
Ms. Fox, please come forward.
MS. FOX: Yes, sir.
THE CHAIRMAN: Did you have anything else to add or witnesses to call?
MS. FOX: No witnesses, but we would like to just make a comment, based on the public comment section of the hearing.
With regard to the category that is being sought, the HC/LI, a review of that category and what the allowed uses are is the appropriate zoning category for the intended current contemplated use.



So it is what would be needed in order for Navy Federal to make it a part of its campus and then expand its parking into that.
And so we do believe that that is the correct category. We don't believe that we're being kind of heavy-handed with the requested zoning category, to try to make it into something it doesn't need to be.
The campus is currently also zoned that particular category as well. So it's in a logical and orderly extension of that existing category.
Although entrance of traffic is not a part of this, just because it was raised, again, the current contemplated use is to access that parking through the existing campus.
100 acres -- Not all of that will be parking. That is not the intended use. Certainly much of it will be left in woods. There will be the wetlands. They are committed to preserving that undeveloped. And then there are some small areas that will be intended -- anticipated to be recreational. So not all of it will be a huge parking lot.
THE CHAIRMAN: Okay.



MS. FOX: I have nothing further, unless anyone has questions.
THE CHAIRMAN: Thank you.
Staff, anything from anyone on the staff?
MR. FISHER: Nothing from staff.
THE CHAIRMAN: Chair will entertain a motion regarding 2019-08.
MR. FEARS: Mr. Chairman, motion that we approve Case Z-2019-08, based on staff's findings.
THE CHAIRMAN: Thank you, sir.
Do we have a second?
MR. GRAY: I'll second that, Mr. Chair.
THE CHAIRMAN: We have a motion and a second.
Further discussion?
(No response.)
THE CHAIRMAN: All those in favor, say aye.
(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
(No response.)
THE CHAIRMAN: Motion carries unanimously.
All right. Thank you.
(Hearing concluded at 9:50 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.

s/ David A. Deik
_____
DAVID A. DEIK, CP, CPE
Professional Court Reporter

**Planning Board-Rezoning** **6. A.**

| | |
|---|---|
| **Meeting Date:** | 08/06/2019 |
| **CASE :** | Z-2019-08 |
| **APPLICANT:** | Navy Federal Credit Union, c/o Matt Vinson, Associate general Counsel |
| **ADDRESS:** | 5501 Frank Reeder Road and 9045 Security Place |
| **PROPERTY REF. NO.:** | 05-1S-31-1101-000-000 |
| **FUTURE LAND USE:** | Mixed-Use Urban (MU-U), Pending LSA-2019-01 |
| **DISTRICT:** | 1 |
| **OVERLAY DISTRICT:** | N/A |
| **BCC MEETING DATE:** | |

**SUBMISSION DATA:**
**REQUESTED REZONING:**

**FROM: NONE**

**TO: HC/LI, Heavy Commercial and Light Industrial 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).

**FINDINGS**
The proposed amendment to HC/LI **is consistent** with the intent and purpose of Future Land Use (FLU) category MU-U as stated in CPP FLU 1.3.1. The rezoning will pending on the approval of LSA-2019-01 from Public (P) to Mixed-Use Urban (MU-U). The MU-U FLU is intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. The listed Range of Allowable Uses includes residential, retail and services, professional office, light industrial, recreational facilities, public, civic and limited agriculture. The amendment is also consistent with the intent of FLU 1.5.1, by making use of the existing public roads and the availability of utilities and service infrastructure.

**Criterion b., LDC Sec. 2-7.2(b)(4)**
**Consistent with The Land Development Code**
The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3.

**Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).**

**(a) Purpose.** The Heavy Commercial and Light Industrial (HC/LI) district establishes appropriate areas and land use regulations for a complementary mix of industrial uses with a broad range of commercial activities. The primary intent of the district is to allow light manufacturing, large-scale wholesale and retail uses, major services, and other more intense uses than allowed in the Commercial district. The variety and intensity of non-residential uses within the HC/LI district is limited by the applicable FLU and their compatibility with surrounding uses. All commercial and industrial operations are limited to the confines of buildings and not allowed to produce undesirable effects on other property. To retain adequate area for commercial and industrial activities, other uses within the district are limited.
**(b) Permitted uses.** Permitted uses within the HC/LI district are limited to the following:

**(1) Residential.** Any residential uses 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 Low-THC marijuana dispensing facilities, sales of alcoholic beverages, sales of automotive fuels, and sales of new and used automobiles, motorcycles, boats, and manufactured (mobile) homes.

**(3) Retail services.**
a. Car washes, automatic or manual, full service or self-serve.
b. Child care facilities.
c. Hotels, motels and all other public lodging, including boarding and rooming houses.
d. Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners and tattoo parlors.
e. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.
f. Rental of automobiles, trucks, utility trailers and recreational vehicles.
g. Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, and major motor vehicle and boat service and repair, but excluding outdoor work or storage.
h. Restaurants and brewpubs, including on-premises consumption of alcoholic beverages, drive-in and drive-through service, and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales. The parcel boundary of any restaurant or brewpub with drive-in or drive-through service shall be at least 200 feet from any LDR or MDR zoning district unless separated by a 50-foot or wider street right-of-way.
i. Taxi and limousine services.
See also conditional uses in this district.

**(4) Public and civic.**
a. Broadcast stations with satellite dishes and antennas, including towers.
b. Cemeteries, including family cemeteries.
c. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.
d. Educational facilities, including preschools, K-12, colleges, and vocational schools.
e. Emergency service facilities, including law enforcement, fire fighting, and medical assistance.
f. Funeral establishments.
g. Homeless shelters.

h. Hospitals.
i. Offices for government agencies or public utilities.
j. Places of worship.
k. Public utility structures, including telecommunications towers, but excluding industrial uses not otherwise permitted.
See also conditional uses in this district.
(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.
b. Nurseries and garden centers, including adjoining outdoor storage or display of plants.
c. Veterinary clinics, excluding outside kennels.
See also conditional uses in this district.

**(8) Other uses.** Within MU-S, outside storage is permitted only when adequately screened per LDC regulations.
a. Billboards structures, excluding areas zoned ID-CP, GBD, or GID prior to

adoption of HC/LI zoning.
b. Building or construction trades shops and warehouses, including on-site outside storage.
c. Bus leasing and rental facilities, not allowed within MU-S.
d. Deposit boxes for donation of used items when placed as an accessory structure on the site of a charitable organization.
e. Outdoor adjacent display of plants by garden shops and nurseries.
f. Outdoor sales.
g. Outdoor storage of trailered boats and operable recreational vehicles, excluding repair, overhaul or salvage activities.
h. Parking garages and lots, commercial, not allowed within MU-S.
i. Sales and outdoor display of prefabricated storage sheds.
j. Self-storage facilities, including vehicle rental as an accessory use.

**(c) Conditional uses.** Through the conditional use process prescribed in Chapter 2, the BOA, or the BCC as noted, may conditionally allow the following uses within the HC/LI district:

**(1) Residential**. Caretaker residences not among the permitted uses of the district and for permitted non-residential uses.

**(2) Retail services.** Restaurants not among the permitted uses of the district.

**(3) Public and civic.** Cinerators.

**(4) Recreation and entertainment.**
a. Motorsports facilities on lots 20 acres or larger.
b. Off-highway vehicle commercial recreation facilities on lots 20 acres or larger.
c. Shooting ranges, outdoor.

**(5) Industrial and related.** The following industrial and related uses, except within MU-S:
a. Asphalt and concrete batch plants if within the Industrial (I) future land use category and within areas zoned GID prior to adoption of HC/LI zoning.
b. Borrow pits and reclamation activities 20 acres minimum and (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and land use regulations in Part III, the Land Development Code, chapter 4.) *Borrow pits are prohibited on land zoned GBD, GID, and WMU prior to the adoption of the HC/LI zoning.
c. Salvage yards not otherwise requiring approval as solid waste processing facilities.
d. Solid waste processing facilities, including solid waste collection points, solid waste transfer facilities, materials recovery facilities, recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, and volume reduction plants.

The conditional use determination for any of these solid waste facilities shall be made by the BCC in lieu of any hearing before the BOA. The applicant shall submit a site boundary survey, development plan, description of anticipated operations, and evidence that establishes each of the following conditions in addition to those prescribed in Chapter 2:
1. Trucks have access to and from the site from adequately wide collector or arterial streets and do not use local residential streets.
2. The scale, intensity, and operation of the use will not generate unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards to contiguous properties.
3. The processing of materials will be completely within enclosed buildings unless otherwise approved by the BCC.
4. The plan includes appropriate practices to protect adjacent land and resources, minimize erosion, and treat stormwater; landscaping and buffering for adjacent uses; hours of operation; methods to comply with maximum permissible noise levels; means of access control to prevent illegal dumping; and plans for materials storage. (6) Agricultural and related. Kennels or animal shelters not interior to veterinary clinics.

**(7) Other uses.**
a. Structures of permitted uses exceeding the district structure height limit.
b. Heliports.

**(e) Location criteria**. All new non-residential uses proposed within the HC/LI district that are not part of a planned unit development or not identified as exempt by district regulations shall be on parcels that satisfy at least one of the following location criteria:
(1) Parcel previously zoned GBD within the MU-S FLU along Hwy 29 or SR 95A. Parcels previously zoned GBD and within the MU-S future land use category which are located along and directly fronting U.S. Highway 29 or State Road 95A
(2) Proximity to intersection. Along an arterial street and within one-quarter mile of its intersection with an arterial street.
(3) Site design. Along an arterial street, no more than one-half mile from its intersection with an arterial street, and all of the following site design conditions:
a. Not abutting a RR, LDR or MDR zoning district
b. Any intrusion into a recorded residential subdivision is limited to a corner lot
c. A system of service roads or shared access is provided to the maximum extent feasible given the lot area, lot shape, ownership patterns, and site and street characteristics.
d. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from
the residential uses.
e. Location in an area where already established non-residential uses are

otherwise consistent with the HC/LI, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.

**FINDINGS**
The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The rezoning would allow for the expansion of Navy Federal Credit Union Campus (NFCU) that is adjacent to the east. All the permitted uses of the proposed zoning would be supported by the already existing commercial activities to the east and meet the locational criteria guidlines of HC/LI.

**Criterion c., LDC Sec. 2-7.2(b)(4)**

**Compatible with surrounding uses**

All the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

**FINDINGS**
The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts HC/LI, LDMU, Public, and LDR. There are single-family parcels, vacant parcels, and Navy Federal Credit Union Campus.

**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 currently vacant and has no zoning classification. A rezoning to HC/LI **would not be** considered spot zoning the parcel adjacent to the east is already zoned HC/LI.

**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.

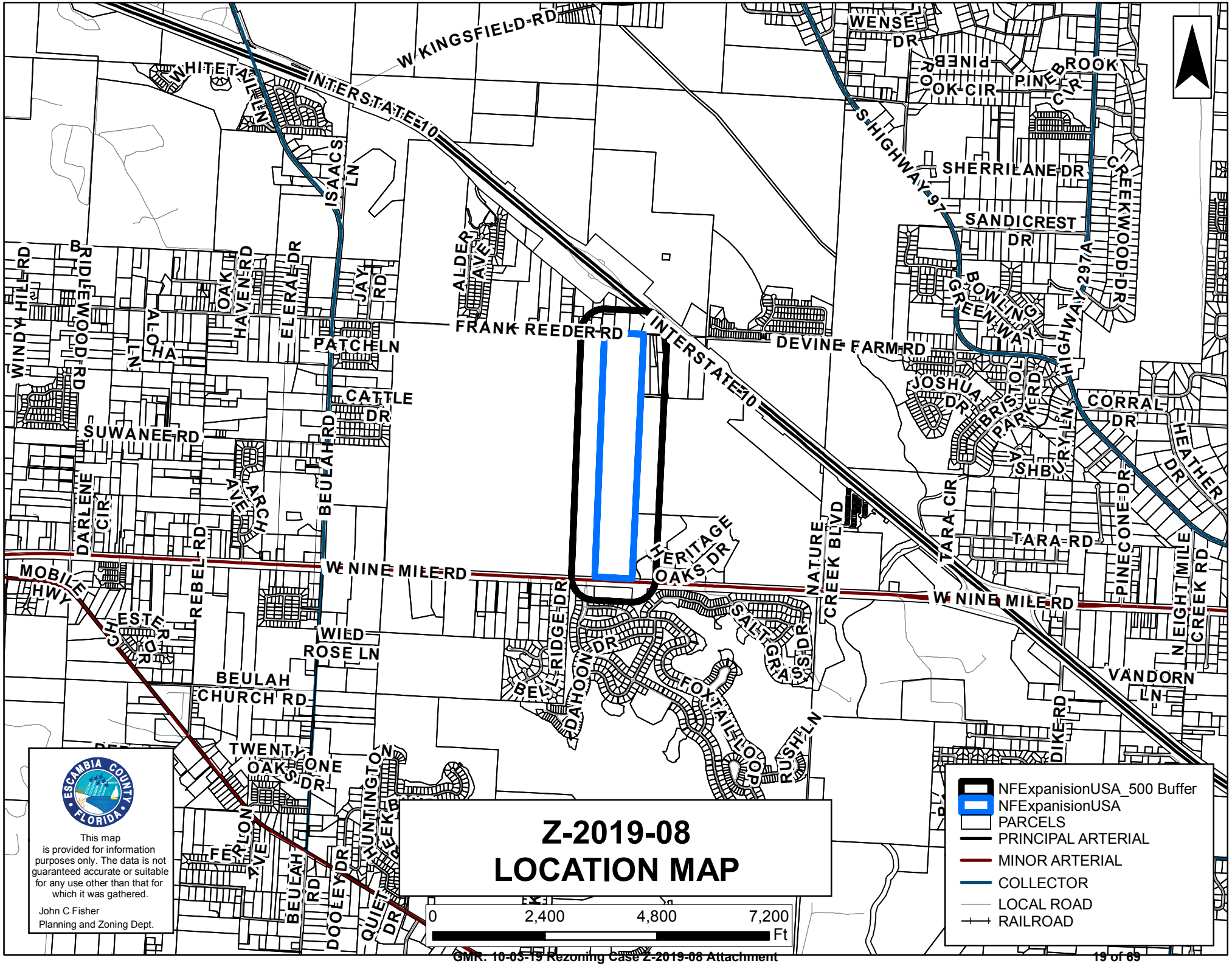
**FINDINGS**
The land uses or development conditions within the area surrounding the property of rezoning **did change** in 2012. Case CPA-2012-04 creating the Urban Service Area Boundary (USA) and Z-2012-29 were approved in 2012 for the development of Navy Federal Credit Union campus. As well Escambia County has obtain property from the United States Navy, Outlying Field 8 (OLF-8) 640 acres on January 29, 2019. Part of this area of the property is subject for rezoning has no zoning classification and it would be in the public interest to assign a new zoning classification to the property to subject it to and require its use and development in accordance with the terms of the Land Development Code. The proposed classification of HC/LI is consistent and compatible with the classification and uses of surrounding land.

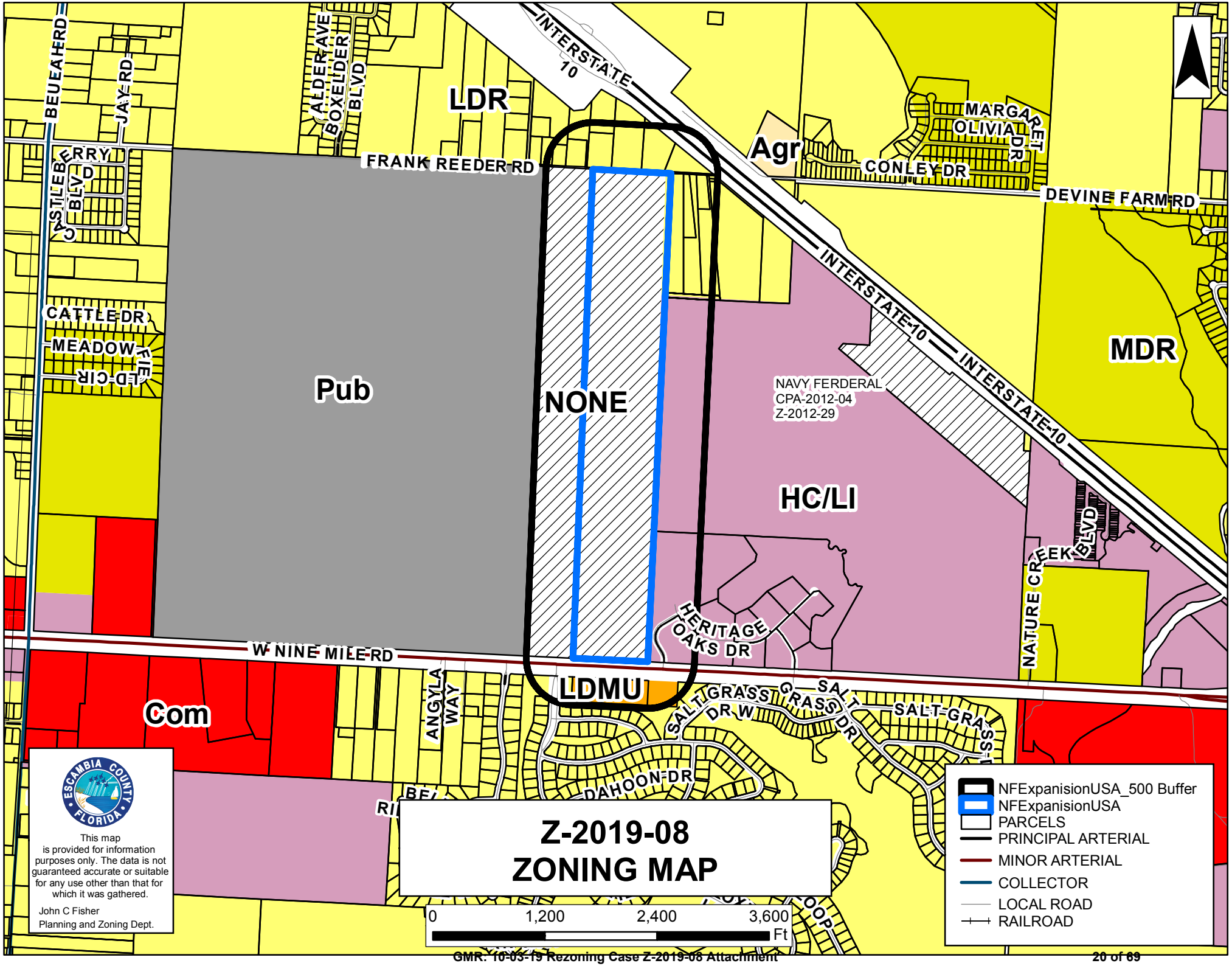
---

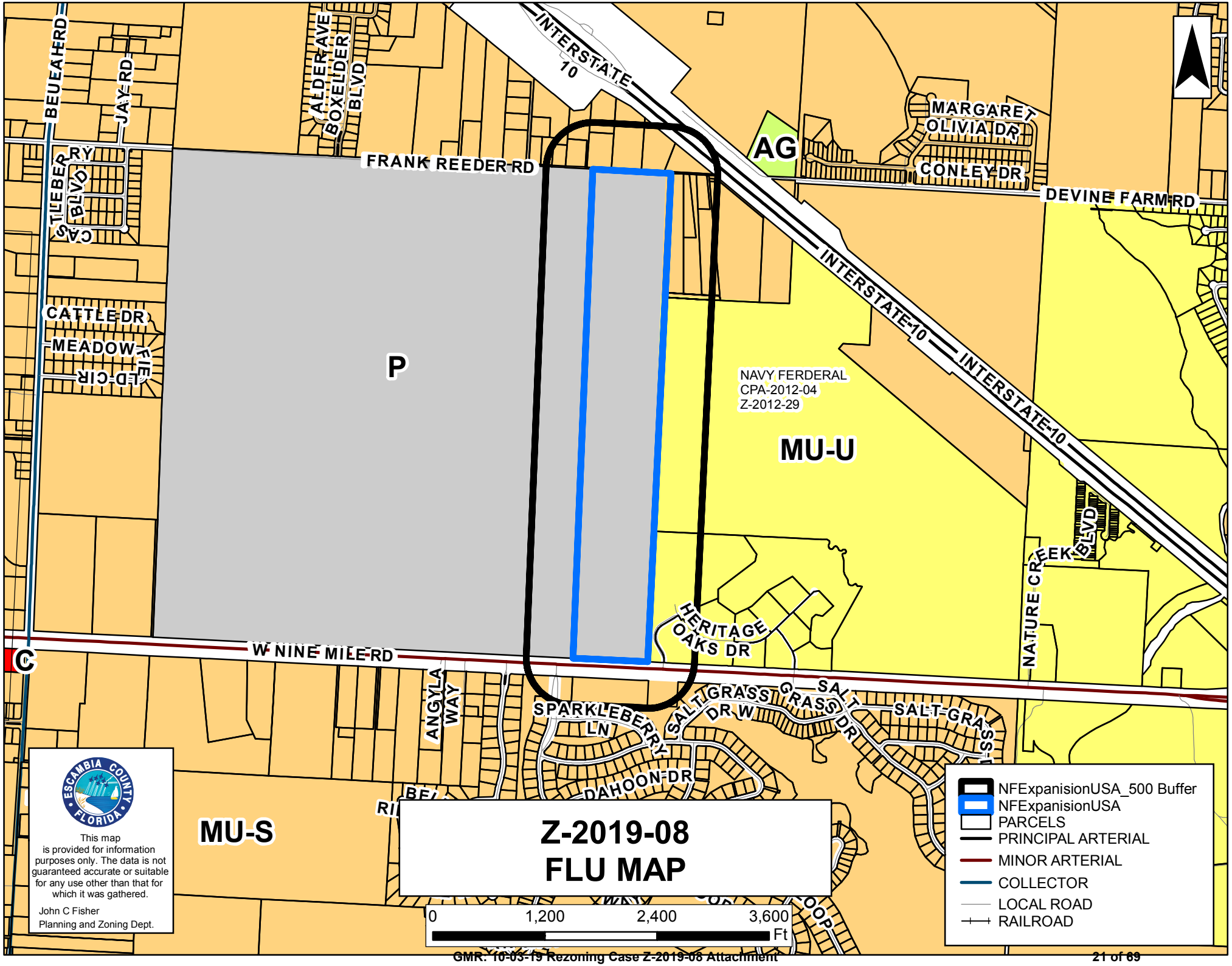
**Attachments**

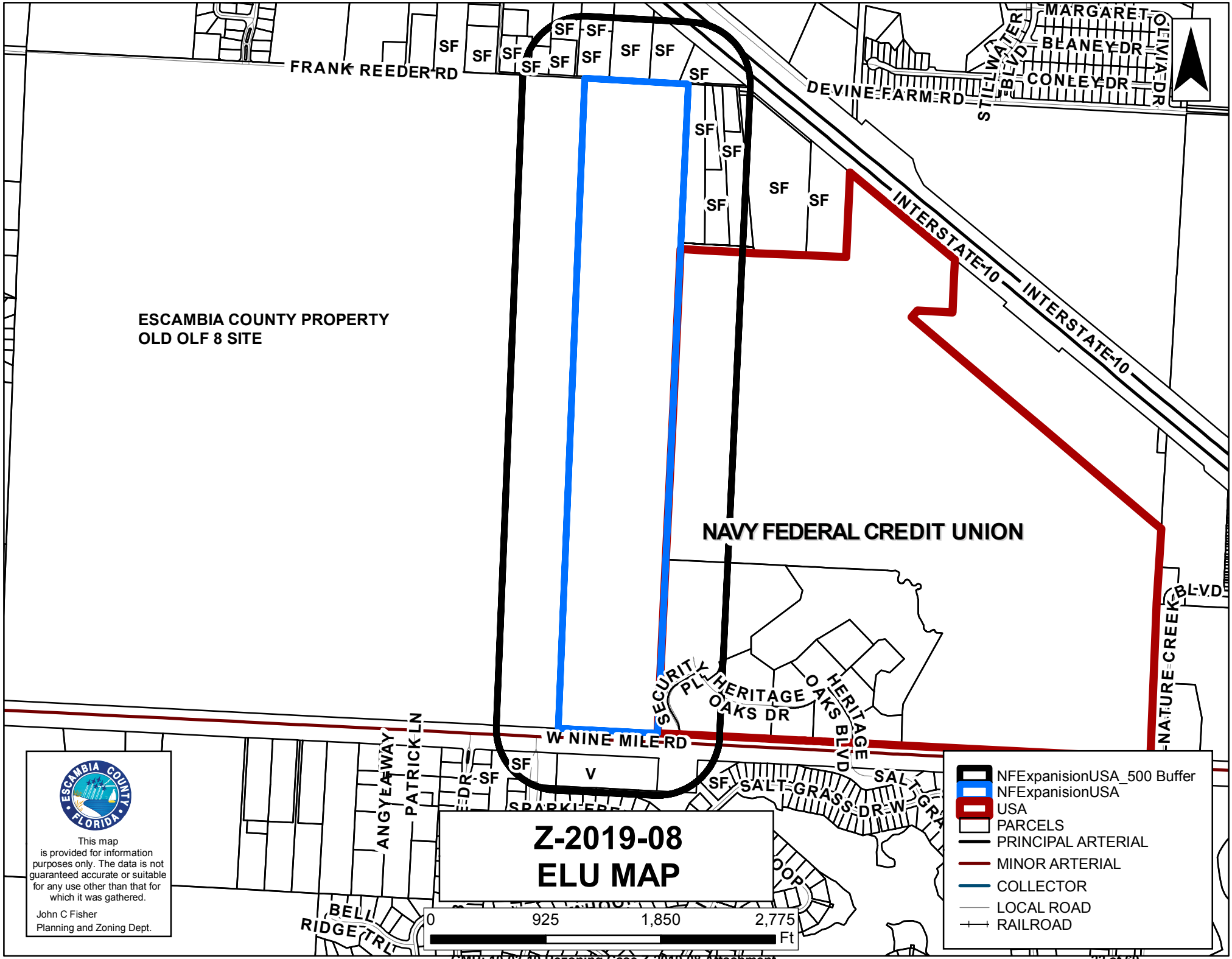
Working case file08

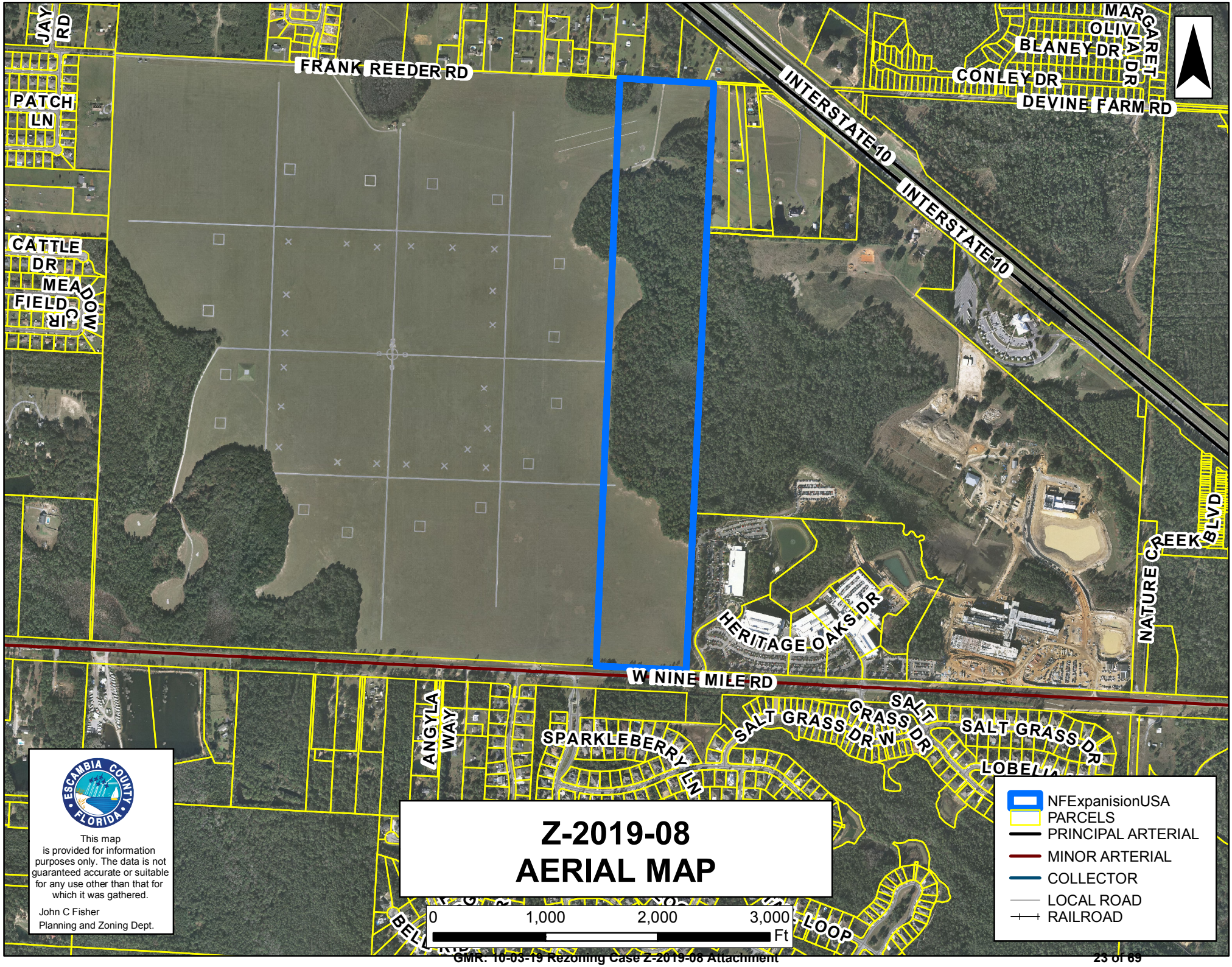
---


Z-2019-08
LOCATION MAP
NFExpanisionUSA_500 Buffer
NFExpanisionUSA
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
0
2,400
4,800
7,200
Ft
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.
W KINGSFIELD RD
INTERSTATE 10
WHITETAIL LN
ISAACS LN
ALDER AVE
JAY RD
FRANK REEDER RD
PATCH LN
CATTLE DR
BEULAH RD
SUWANEE RD
WINDY HILL RD
BRIDLEWOOD RD
ALOHA LN
OAK HAVEN RD
ELERAL DR
DARLENE CIR
ARCH AVE
REBEL RD
MOBILE HWY
ESTER DR
W NINE MILE RD
WILD ROSE LN
BEULAH CHURCH RD
TWENTY ONE OAKS DR
FERLON AVE
BEULAH RD
DOOLEY DR
HUNTINGTON
QUIET DR
HERITAGE OAKS DR
BELL RIDGE DR
DAHOON DR
FOXTAIL LOOP
SALT GRASS DR
RUSH LN
NATURE CREEK BLVD
DEVINE FARM RD
S HIGHWAY 97
WENSE DR
PINEBROOK CIR
SHERRILANE DR
SANDICREST DR
CREEKWOOD DR
BOWLING GREEN WAY
HIGHWAY 297A
JOSHUA DR
BRISTOL PARK RD
ASHBURY LN
CORRAL DR
HEATHER DR
TARA CIR
TARA RD
PINECONE DR
NEIGHT MILE CREEK RD
VANDORN LN
DIKE RD


LDR
Agr
MDR
Pub
NONE
HC/LI
LDMU
Com
NAVY FERDERAL
CPA-2012-04
Z-2012-29
INTERSTATE 10
INTERSTATE-10
FRANK REEDER RD
CONLEY DR
DEVINE FARM RD
MARGARET OLIVIA DR
BEUEA HRD
JAY RD
ALDER AVE
BOXELDER BLVD
CASTLEBERRY BLVD
CATTLE DR
MEADOW FIELD CIR
W NINE MILE RD
HERITAGE OAKS DR
NATURE CREEK BLVD
ANGYLA WAY
SALT GRASS DR W
SALT GRASS DR
DAHOON DR
Z-2019-08
ZONING MAP
0
1,200
2,400
3,600
Ft
NFExpanisionUSA_500 Buffer
NFExpanisionUSA
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.


BEUEA HRD
JAY RD
ALDER AVE
BOXELDER BLVD
INTERSTATE 10
FRANK REEDER RD
AG
MARGARET OLIVIA DR
CONLEY DR
DEVINE FARM RD
INTERSTATE-10
CATTLE DR
MEADOW FIELD CIR
P
NAVY FERDERAL
CPA-2012-04
Z-2012-29
MU-U
NATURE CREEK BLVD
HERITAGE OAKS DR
C
W NINE MILE RD
ANGYLA WAY
SPARKLEBERRY LN
SALT GRASS DR W
SALT GRASS DR
DAHOON DR
MU-S
Z-2019-08
FLU MAP
0
1,200
2,400
3,600
Ft
NFExpanisionUSA_500 Buffer
NFExpanisionUSA
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.


FRANK REEDER RD
DEVINE FARM RD
MARGARET OLIVIA DR
BLANEY DR
CONLEY DR
STILLWATER BLVD
INTERSTATE-10
INTERSTATE-10
ESCAMBIA COUNTY PROPERTY
OLD OLF 8 SITE
NAVY FEDERAL CREDIT UNION
W NINE MILE RD
SECURITY PL
HERITAGE OAKS DR
HERITAGE OAKS BLVD
NATURE CREEK BLVD
ANGYE AWAY
PATRICK LN
SALT GRASS DR W
BELL RIDGE TRL
SF
V
Z-2019-08
ELU MAP
0
925
1,850
2,775
Ft
NFExpanisionUSA_500 Buffer
NFExpanisionUSA
USA
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.


JAY RD
FRANK REEDER RD
PATCH LN
CATTLE DR
MEADOW FIELD CIR
INTERSTATE 10
INTERSTATE 10
MARGARET OLIVIA DR
BLANEY DR
CONLEY DR
DEVINE FARM RD
NATURE CREEK BLVD
HERITAGE OAKS DR
W NINE MILE RD
ANGYLA WAY
SPARKLEBERRY LN
SALT GRASS DR W
SALT GRASS DR
SALT GRASS DR
LOBELIA
LOOP
Z-2019-08
AERIAL MAP
0 1,000 2,000 3,000 Ft
NFExpanisionUSA
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.

**PUBLIC HEARING SIGNS ON FRANK REEDER ROAD LOOKING EAST**

**FROM FRANK REEDER ROAD LOOKING SOUTHEAST AT SUBJECT PROPERTY**

**FROM FRANK REEDER ROAD LOOKING SOUTHWEST**

**FROM FRANK REEDER ROAD LOOKING WEST**

**FROM FRANK REEDER ROAD LOOKING NORTHEAST**

**FROM NINE MILE ROAD/US HIGHWAY 90A LOOKING PUBLIC HEARING SIGNS**

**FROM NINE MILE ROAD/US HIGHWAY 90A LOOKING EAST**

FROM NINE MILE ROAD/US HIGHWAY 90A LOOKING NORTHWEST

FROM NINE MILE ROAD/US HIGHWAY 90A LOOKING WEST

**FROM NINE MILE ROAD/US HIGHWAY 90A LOOKING NORTHEAST**

FROM NINE MILE ROAD/US HIGHWAY 90A LOOKING NORTH AT SUBJECT PROPERTY

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-2019-08 Accepted by: AL/JF PB Meeting: Aug 6, 2019

**Introduction:**

Escambia County is currently under contract to sell to Navy Federal Credit Union a portion of the former Navy OLF8 site, immediately adjacent to and west of NFCU's existing Beulah campus. A copy of the purchase agreement between NFCU and the County is attached as Exhibit A. The approval of this Rezoning Application is a condition precedent to the closing of that transaction.

The property to be purchased is currently not zoned. A zoning classification must be assigned to the property to enable the County's sale and to guide any future use or development under Escambia County's Land Development Code. NFCU requests the property be rezoned to HC/LI, to mirror and provide consistency with the zoning classification of its adjacent campus, of which the property will be a part. In support of that request, NFCU submits the following application.

Please note that NFCU is simultaneously submitting a Future Land Use Map Amendment Application, to amend the current classification of the property from "Public" to "MU-U" and "NFCU USA" – classifications which mirror that of NFCU's adjacent campus.

1. **Contact Information:**

   A. **Property Owner/Applicant:** Navy Federal Credit Union, c/o Matt Vinson, Associate General Counsel

   Mailing Address: 5550 Heritage Oaks Drive, Pensacola, FL 32526

   Business Phone: 850-912-0261 Cell: _____

   Email: Matt_Vinson@navyfederal.org

   B. **Authorized Agent (if applicable):** Emmanuel Sheppard & Condon and Adam C. Cobb

   Mailing Address: 30 South Spring Street, Pensacola, FL 32502

   Business Phone: 850-361-4865 Cell: _____

   Email: acobb@esclaw.com

**2. Property Information:**

**A.** Existing Street Address: Navy OLF8 – Frank Reeder Road

Parcel ID: A portion of Parcel Number 051S311101000000 Preliminary sketch and legal description are attached as Exhibit B; Final survey is in process and will be provided promptly upon completion

**B.** Total acreage of the subject property: 98.03 ±

**C.** Existing Zoning: None

Proposed Zoning: HC/LI ; explain why necessary and/or appropriate
It is necessary and appropriate to assign a zoning classification to the property to enable and guide its use and development in a manner consistent with Escambia County's Land Development Code. Classification as HC/LI is necessary and appropriate to provide consistency with NFCU's existing adjacent campus – of which the property will be a part.

FLU Category: Currently, "Public". NFCU has simultaneously submitted application to amend the FLU map to "MU-U" and "NFCU-USA"

**D.** Is the subject property developed (if yes, explain): No

**E.** Sanitary Sewer: X Septic: _____

**3. Amendment Request**

**Approval conditions.** The applicant has the burden of presenting competent substantial evidence to the reviewing board establishing that the requested zoning district would contribute to or result in a logical and orderly development pattern. The appropriate surrounding area within which uses and conditions must be considered may vary with those uses and conditions and is not necessarily the same area required for mailed notification. A logical and orderly pattern shall require demonstration of each of the following conditions:

**Please address *ALL* the following approval conditions for your rezoning request.**

**(use supplement sheets as needed)**

a. **Consistent with Comprehensive Plan.** The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

   The proposed zoning is consistent with the classifications requested by NFCU's pending FLU map amendment application (NFCU-USA and MU-U). Specifically, classification as NFCU-USA requires use and development to be consistent with the MU-U classification (See, FLU 5.1.11 of the Escambia County Comprehensive Plan). HC/LI zoning is consistent with the MU-U classification (see, LDC 3-2.11(f)(1)). The three simultaneous changes are consistent with and necessary for the others.

b. **Consistent with zoning district provisions.** The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3.

   The proposed zoning is consistent with the purpose of the HC/LI district of allowing a broad range of commercial activities. NFCU intends to bring the property into its adjacent campus to support its ongoing commercial activities by providing recreational and parking amenities. The proposed HC/LI zoning permits such anticipated uses, and ensures any development will be consistent with NFCU's adjacent campus, which is currently zoned HC/LI.

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 proposed zoning and related permitted uses will mirror the zoning and permitted uses of the primary surrounding property, which is NFCU's existing campus. Those mirror zoning classifications and permitted uses are compatible. The remaining uses surrounding the property are undeveloped (and unzoned) and residential. NFCU's existing campus is zoned HC/LI and has for years been likewise surrounded by and successfully co-existed alongside those residential and undeveloped uses. That demonstrated compatibility will continue with this addition to NFCU's campus.

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*

Not applicable.

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.

Until its recent transfer to the County, the Navy had owned and operated the property for decades. As a result of that historic ownership and use, and as indicated previously, the property is not currently subject to any County zoning classification. Thus, and despite the recent and significant change in use from a Navy helicopter field, until a new zoning classification is assigned to the property there are no guidelines for the orderly use and development of that property under the Land Development Code. It is in the public interest to assign a new zoning classification to the property to subject it to and require its use and development in accordance with the terms of the Land Development Code. The proposed classification of HC/LI is consistent and compatible with the classification and uses of surrounding land.

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): A portion of Parcel Number 051S311101000000

Property Address: Navy OLF8 – Frank Reeder 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 19th DAY OF JUNE 2019.

| Signature of Property Owner | Printed Name of Property Owner | Date |
|---|---|---|
| | Adam Gibbs | 6/19/19 |
| Signature of Property Owner | Printed Name of Property Owner | Date |
| | | |

## AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

(If applicable)

As owner of the property located at Navy OLF8 – Frank Reeder Road, Escambia County, Florida, property reference number 051S311101000000, I hereby designate Navy Federal Credit Union 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 June 2019 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: Navy Federal Credit Union Email: matt_vinson@navyfederal.org

Address: 5550 Heritage Oaks Drive, Pensacola Phone: 850-912-0261

| Signature of Property Owner | Printed Name of Property Owner | Date |
|---|---|---|
| | Keith Hoskins | 19 JUN 19 |
| Signature of Agent | Printed Name of Agent | Date |

STATE OF_____COUNTY OF _____

The foregoing instrument was acknowledged before me this_____day of_____20____,

by_____.

Personally Known ☐ OR Produced Identification☐. Type of Identification Produced: _____

| Signature of Notary | Printed Name of Notary |
|---|---|

## AFFIDAVIT OF PURCHASER AND LIMITED POWER OF ATTORNEY

(if applicable)

As contract purchaser from and authorized agent of the owner of the property located at Navy OLF8 – Frank Reeder Road, Escambia County, Florida, property reference number 051S311101000000, I hereby designate Emmanuel Sheppard & Condon and Adam C. Cobb 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 June 2019 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: Emmanuel Sheppard & Condon and Adam C. Cobb Email: acobb@esclaw.com

Address: 30 S. Spring Street, Pensacola FL 32502 Phone: 850-361-4865

| | | |
|---|---|---|
| Signature of Contract Purchaser | Keith Hoskins<br>Printed Name of Contract Purchaser | 19 JUN 19<br>Date |
| Signature of Agent | Adam Cobb<br>Printed Name of Agent | 6/19/19<br>Date |

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 19th day of June 2019, by Keith Hoskins.

Personally Known ☒ OR Produced Identification ☐. Type of Identification Produced: _____

| | |
|---|---|
| Monica Macpherson<br>Signature of Notary | Monica Macpherson<br>Printed Name of Notary |

MONICA MACPHERSON
MY COMMISSION # GG 202369
EXPIRES: April 6, 2022
Bonded Thru Notary Public Underwriters

## 5. Submittal Requirements

**A.** ✓ Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.

**B.** ✓ Application Fees: To view fees visit the website: http://myescambia.com/business/ds/planning-board or contact us at 595-3547

**Note: Application fees include a $5 technical fee. Cost of the public notice mailing is to be borne by the applicant. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted (a 3% fee will be added for credit card payments).**

**C.** ✓ Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND** a Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

**D.** ✓ Compatibility Analysis (if applicable): If the subject property does not meet the roadway requirements of Locational Criteria, a compatibility analysis prepared by the applicant is required to provide substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria. (See "Documented Compatibility" within the request zoning district of the LDC.)

**E.** ✓ Signed and Notarized Affidavit of Owner/Limited Power of Attorney AND Concurrency Determination Acknowledgement (pages 4 and 5).

**By my signature, I hereby certify that:**

1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and

4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and

5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

| Signature of Owner/Agent | Printed Name Owner/Agent | Date |
|---|---|---|
| | Adam Cobb | 6/19/19 |
| Signature of Owner | Printed Name of Owner | Date |
| | | |

STATE OF Florida COUNTY OF Escambia The foregoing instrument was acknowledged before me this 19th day of June 2019, by Adam Cobb.

Personally Known ☐ OR Produced Identification ☐. Type of Identification Produced: _____

| Signature of Notary | Printed Name of Notary |
|---|---|
| Patricia M. Goliwas | Patricia M. Goliwas |

PATRICIA M. GOLIWAS
Notary Public, State of Florida
My Comm. Expires Mar. 27, 2020
Commission No. FF 952621

(notary seal)

# EXHIBIT A

Escambia County
Clerk's Original

5/16/2019 CAT I-4

## CONTRACT FOR SALE AND PURCHASE

**THIS CONTRACT FOR SALE AND PURCHASE** (this "Contract') is entered into by and between **ESCAMBIA COUNTY,** a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners ("Seller"), and **NAVY FEDERAL CREDIT UNION,** a federally chartered credit union ("Purchaser").

The effective date of this Contract will be the date when the last one of Seller or Purchaser has signed and delivered this Contract to the other party (the "Effective Date").

## RECITALS

WHEREAS, Seller owns certain property located in Escambia County, Florida which is more particularly described in this Contract;

WHEREAS, Seller now desires to sell and convey the Property (defined below) to Purchaser, and Purchaser desires to purchase and acquire that Property, in accordance with the terms and conditions of this Contract, and

WHEREAS, the Escambia County Board of County Commissioners has approved such sale of the Property.

## AGREEMENT

**NOW, THEREFORE,** Seller and Purchaser do hereby covenant and agree as follows:

1. **Purchase and Sale**. Subject to the terms, covenants, and conditions contained in this Contract, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase and acquire from Seller, the following described property (collectively, the "Property"):

(a) **Real Property**. That certain real property consisting of approximately 96 acres located in Escambia County, Florida, as more particularly depicted and described in Exhibit "A" attached to and made a part of this Contract (the "Real Property");

(b) **Improvements**. All building, structures, and improvements situated on the Real Property, all fixtures, facilities, and other property attached to such buildings, structures, and improvements (collectively, the "Improvements");

(c) **Other Real Property Interests**. All right, title, and interest of Seller, if any, in and to any and all strips, gores, easements, privileges, choses in action, rents, issues, and profits, and other tenements, hereditaments, and appurtenances of or related to the Real Property; and

(d) **Intangible Personal Property**. All right, title, and interest of Seller, if any, in all development and other rights and all documents, technical matters, and work product related to the Real Property, including, without limitation, the following (collectively, the "Intangible Personal Property"):

(i) agreements, contracts, covenants, and restrictions related to or benefiting the Real Property and the Improvements, and any and all rights of Seller thereunder, including development rights, air rights, density rights, and drainage rights;

(ii) approvals, licenses, authorizations, permits, and applications with or from governmental authorities related to or benefiting the Real Property and the Improvements; and

(iii) documents and work product of all professionals in connection with the Real Property, including all environmental studies and water samplings, all soil or engineering tests, and all construction, engineering, architectural, landscaping, and other plans, drawings, renderings, photographs, specifications, surveys, maps, site plans, plats, and other graphics related to development of the Real Property and the construction of the Improvements

2. **Purchase Price**. The purchase price for the Property (the "Purchase Price") will be the sum of (a) the product of $47,500 multiplied by the acreage of that portion of the Real Property not identified as wetlands in the Survey (defined below) obtained pursuant to Section 3(a) hereof, and (b) the product of $1,500 multiplied by the acreage of that portion of the Real Property identified as wetlands in the Survey obtained pursuant to Section 3(a) hereof. It is anticipated that the Survey will reflect approximately 88 acres of uplands and eight acres of wetlands, leading to an anticipated Purchase Price of $4,192,000. Those acreage calculations and anticipated Purchase Price are subject to change, depending on the results of the Survey. The Purchase Price will be subject to prorations and adjustments described in this Contract and payable as follows:

(a) Within five business days after execution by all parties, Purchaser will deliver to Emmanuel, Sheppard and Condon ("Escrow Agent"), by cashier's check or wire transfer, the sum of $100,000, the proceeds of which will be held by Escrow Agent as an earnest money deposit (the "Deposit"). If the transaction contemplated by this Contract does not close, Escrow Agent must disburse the Deposit to the party entitled to the deposit as provided for in this Contract.

(b) On the Closing Date, as subsequently defined, Purchaser will pay or cause to be paid to Escrow Agent, in escrow, the balance of the Purchase Price subject to all adjustments, credits (whether for the Deposit or otherwise), setoffs, and prorations as provided in this Contract. The Deposit will be applied at Closing (defined below) as a credit against the balance of the Purchase Price due from Purchaser.

3. **Survey and Title Matters**.

(a) Survey. Purchaser shall obtain a new survey of the Real Property prepared and sealed, at Purchaser's expense, by a duly licensed land surveyor ("Survey"). The Survey shall meet the 2016 ALTA/NSPS minimum standard detail requirements, shall be certified to the parties and the Escrow Agent and Title Company, and shall show and locate all Exceptions (defined below). The Survey shall also contain a complete and accurate legal description of the

Real Property, and shall show all encroachments, visible easements, wetlands (including acreage calculations of Escambia County wetland delineation per Wetland Sciences, Incorporated, March 2019), and improvements on the Real Property.

(b) Title Commitment. Following the Effective Date, Purchaser shall obtain, (i) a title insurance commitment from Old Republic National Title Insurance Company ("Title Company"), showing the condition of Seller's title to the Real Property (the "Title Commitment"), and (ii) complete and legible copies of all recorded documents listed as Schedule B-1 matters or as special Schedule B-2 exceptions (the "Exceptions", and together with the Title Commitment, the "Title Documents").

(c) Objections. Purchaser shall have through the expiration of the Inspection Period (defined below) to examine the Survey and the Title Documents and to provide written objections to Seller of matters set forth in the Survey and/or the Title Documents (the "Objections"). In the event Purchaser gives timely written notice of its Objections, Seller shall have the right, but not the obligation, to attempt to remove, satisfy or otherwise cure the Objections. Within five days after receipt of Purchaser's notice of the Objections, Seller shall give written notice to Purchaser informing Purchaser of Seller's election with respect to the Objections.

(d) Seller's Election. If Seller elects not to attempt to cure one or more Objections, Purchaser's sole remedy under this Contract shall be to either: (i) elect to terminate this Contract by written notice to Seller, in which event the Deposit shall be returned to Purchaser, and the parties shall have no further right or obligation under this Contract (except for rights or obligations which expressly survive the termination of this Contract); or (ii) waive the Objections and continue the transactions contemplated by this Contract.

(e) Termination. To terminate this Contract pursuant to Section 3(d) of this Contract, Purchaser must give written notice to Seller of Purchaser's election to terminate not later than five days after receipt of written notice from Seller of Seller's election not to attempt to cure one or more Objections. If Purchaser fails to give timely notice of its election to terminate, Purchaser's right to terminate this Contract under Section 3(d) of this Contract shall expire and the Objections shall be deemed to be "Permitted Encumbrances." Moreover, any matter disclosed on the Survey or the Title Commitment to which Purchaser does not timely object or which are approved by Purchaser, and any Objection that is waived or deemed to have been waived by Purchaser, shall be deemed to be a Permitted Encumbrance. For the avoidance of doubt, no Seller Encumbrance (defined below) shall be or be deemed to be a Permitted Encumbrance.

(f) New Objections.

(i) In the event there are any updates or supplements to the Survey or the Title Documents first issued after Purchaser has given Seller written notice of its Objections and before the Closing, then Purchaser may notify Seller in writing of any objections to matters set forth in such an update or supplement (the "New Objections"). Purchaser must notify Seller of the New Objections within five business days after first being made aware of the existence of such matters. In the event Purchaser gives timely written notice of its New Objections, Seller shall have the right, but not the obligation, to attempt to remove, satisfy or otherwise cure the New Objections. Within five days after receipt of

Purchaser's notice of the New Objections, Seller shall give written notice to Purchaser informing Purchaser of Seller's election with respect to the New Objections.

(ii) If Seller elects not to attempt to cure one or more New Objections, Purchaser's sole remedy under this Contract shall be to either: (A) elect to terminate this Contract by written notice to Seller, in which event the Deposit shall be immediately returned to Purchaser, and the parties shall have no further right or obligation under this Contract (except for rights or obligations which survive the termination of this Contract); or (B) waive the New Objections and continue the transactions contemplated by this Contract.

(iii) To terminate this Contract pursuant to this Section 3(f), Purchaser must give written notice to Seller of Purchaser's election to terminate not later than five days after receipt of written notice from Seller of Seller's election not to attempt to cure one or more New Objections.

(iv) If Purchaser so notifies Seller of any New Objections pursuant to this Section 3(f), the date for Closing shall be automatically extended until the date that is five days after each of Purchaser and Seller is afforded its respective rights as required by the terms of this Section 3(f).

(g) Seller Encumbrances. Notwithstanding any provision in this Contract, all Seller Encumbrances must be satisfied, remedied and/or cured by Seller on or before the Closing Date (as defined below) or, if not so satisfied, remedied and/or cured, shall be satisfied at Closing out of the proceeds otherwise payable to Seller. As used herein, the term "Seller Encumbrance" shall mean (i) any mortgage, deed of trust, judgment lien, or other monetary lien encumbering the Property, and (ii) any mechanic's, materialmen's or other similar liens, but excluding any such liens caused by Purchaser or Purchaser's Agents.

4. **Inspection Period**.

(a) Purchaser shall have 60 days from the Effective Date to determine whether the Property is suitable, in Purchaser's sole and absolute discretion, for Purchaser's intended use of the Property (the "Inspection Period"). During the Inspection Period, Purchaser may, at Purchaser's expense, conduct any tests, analyses, surveys, and investigations ("Inspections") that Purchaser deems necessary to determine, to Purchaser's satisfaction and in its discretion, the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; flood zone status; subdivision regulations; soil and grade; availability of access to public roads, and water and other utilities; consistency with local, state, and regional growth management and comprehensive use plans; availability of permits, governmental approvals, and licenses; compliance with Americans with Disabilities Act; absence of asbestos, soil, and groundwater contamination; and any other inspections that Purchaser deems appropriate to determine the suitability of the Property for Purchaser's intended use and development. If the condition of the Property is not satisfactory to Purchaser in Purchaser's sole and exclusive judgment, or if Purchaser determines for any other reason not to purchase the Property, Purchaser will have the right to terminate this Contract by giving Seller written notice of such termination at any time before 5 p.m. CDT of the last day of the Inspection Period. Upon such termination, the Escrow Agent must return the Deposit to Purchaser, and the parties will thereupon be released

from further obligations under this Contract except as otherwise provided herein as to any provisions of this Contract that specifically survive termination of this Contract.

(b) If Purchaser terminates this Contract pursuant to this Section 4, Purchaser must pay in full the cost of all inspections, reports, surveys, and tests of any kind resulting from Purchaser's inspection so that no person, firm or entity will have the right to file a lien on the Real Property.

(c) Purchaser agrees to indemnify, defend (by counsel reasonably satisfactory to Seller), save, and hold harmless Seller from and against any and all losses, claims, damages, liabilities, or expenses (including reasonable attorneys' fees and costs through all appellate levels and post-judgment proceedings) related to, growing out of, or arising from the entry on or investigation of the Property by Purchaser. The provisions of this Section 4 will survive Closing or the termination of this Contract but only for a period of six months from Closing or earlier termination of this Contract.

5. **Approvals**.

(a) From and after the Effective Date, Purchaser may pursue, seek and/or apply for each and every rezoning, variance, special exception, conditional use permit, site plan approval, platting, and other zoning and/or land use approval from the appropriate governmental authority or authorities, which Purchaser may deem necessary or desirable to permit and provide for Purchaser's intended development, construction, ownership, operation, use and/or occupancy of the Property (collectively, the "Land Use Approvals").

(b) From and after the Effective Date, Purchaser may pursue, seek and/or apply for each and every other approval, consent, permit or other matter from, of or with the appropriate governmental authority or authorities, or other public or private body or person (including, without limitation, any public, quasi-public or private utility), which Purchaser may deem necessary or desirable to permit and provide for Purchaser's intended development, construction, ownership, operation, use and/or occupancy of the Property (collectively, the "Other Approvals").

(c) Within seven days following a written request from Purchaser, Seller shall (i) furnish Purchaser all documents and/or information which Purchaser may deem necessary or desirable, or which Purchaser may require, in order to obtain the Land Use Approvals and/or the Other Approvals; (ii) execute any and all applications for the Land Use Approvals and/or the Other Approvals, and any related documents (including, without limitation, any agreements, commitments, easements, or similar documents), which Purchaser may deem necessary or desirable, or which Purchaser may be required, to file with any governmental authority, or other public or private body or person, in order to obtain the Land Use Approvals and/or the Other Approvals; and (iii) otherwise use its best, good-faith efforts to assist Purchaser in obtaining the Land Use Approvals and the Other Approvals; provided, that Seller shall not be required to incur any material out-of-pocket cost or expense in connection therewith.

6. **Seller's Documents**. Seller has delivered before or simultaneously with the execution of this Contract, or will deliver to Purchaser within 10 days from the Effective Date of this Contract, copies

of the following items, which are true, correct, and complete copies of the originals of such items and which have not been amended or modified in any way, except as included in those copies:

(a) Instruments evidencing all existing leases, tenancies, licenses, and other rights of occupancy or use for any portion of the Property;

(b) All engineering, soil, environmental, technical, zoning, access, and similar reports or documents with respect to the Property prepared by or for Seller that are in Seller's possession or control, and all licenses, certificates of occupancy, use permits, and the like issued with respect to the Property or any portion of the Property;

(c) All recorded and unrecorded restrictive covenants, conditions, restrictions, and easements affecting title to or use of the Property; and

(d) All documents in Seller's possession related to any special use, nonconforming use, or zoning variance granted with respect to the Property.

7. **Seller's Representations and Covenants**. To induce Purchaser to enter into this Contract and to purchase the Property, Seller covenants with, and represents to, Purchaser as follows:

(a) During the term of this Contract, Seller will maintain and operate the Property in a manner consistent with Seller's maintenance and operation of the Property preceding the Effective Date, and will not, without the prior written consent of Purchaser in each instance, which consent must not be unreasonably withheld, undertake or commence any material or substantial renovations or alterations to the Property unless necessary to remedy violations, preserve or protect the Property, or comply with any obligation of Seller under the this Contract.

(b) Seller has no knowledge regarding, and has received no written notice of, violations of any law, ordinance, order, or regulation affecting the Property issued by any governmental or quasi-governmental authority having jurisdiction over the Property that has not been corrected; and before the Closing, Seller must promptly disclose to Purchaser any knowledge regarding, and furnish to Purchaser copies of any and all written notices of, violations that Seller receives between the Effective Date and the Closing Date from any governmental or quasi-governmental authorities having jurisdiction over the Property.

(c) Seller has not received a written summons, citation, directive, notice, complaint, or letter from the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, or other federal, state, or local governmental agency or authority specifying any alleged violation of any environmental law, rule, regulation, or order at or on the Property and, to the best of Seller's actual knowledge, information, and belief, without any investigation or due diligence, the Property is not currently under investigation for any such violation.

(d) Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act (FIRPTA), as amended.

(e) At all times during the term of this Contract and as of the Closing, all of Seller's representations, and covenants in this Contract shall be true and correct.

(f) No representation by Seller contained in this Contract and no statement delivered or information supplied to Purchaser pursuant to this Contract contains any untrue statement of a material fact or omits a material fact necessary to make the statements or information contained in them or in this Contract not misleading.

(g) Seller (i) has full power and authority to enter into this Contract and to consummate the transaction contemplated by this Contract, and (ii) has taken all necessary action or actions to approve the transaction contemplated by this Contract.

8. **Purchaser's Conditions Precedent.**

(a) The following are express conditions precedent to Purchaser's obligation to proceed to Closing:

(i) the truth and correctness of all of Seller's representations and the fulfillment of all of Seller's covenants at all times during the term of this Contract and as of Closing, including, without limitation, the proper execution and delivery of all Seller's closing documents as provided in this Contract;

(ii) Purchaser shall have obtained full and final approval(s) as reasonably necessary to rezone the Real Property to a classification consistent with that of Purchaser's adjacent property (HC/LI) or as such other classification deemed necessary or desirable by Purchaser, in its sole discretion;

(iii) Purchaser shall have obtained full and final approval(s) as reasonably necessary to change the Future Land Use classification of the Real Property to a classification consistent with that of Purchaser's adjacent property (MU-U) or as other classification deemed necessary or desirable by Purchaser, in its sole discretion;

(iv) The Real Property shall have been legally subdivided from its parent parcel, to the extent required by law;

(v) Purchaser shall have obtained a Phase I Archaeological Survey of the Real Property confirming the absence of potentially significant archeological resources and being otherwise satisfactory to Purchaser in all respects;

(vi) The Florida Department of State Division of Historical Resources shall have provided Purchaser with its express written permission for Purchaser's development of the Property, as required by that certain Quit Claim Deed recorded in Book 8037, Page 1132 of the Official Records of Escambia County, Florida;

(vii) The satisfaction of all terms, conditions and requirements contained in that certain Quit Claim Deed recorded in Book 8037, Page 1132 of the Official Records of

Escambia County, Florida, as reasonably necessary to enable Purchaser's use and development of the Property;

(viii) Purchaser shall have obtained such other Land Use Approvals as necessary or desirable to permit and provide for Purchaser's intended development, construction, ownership, operation use and/or occupancy of the Property; and

(ix) there must have been no material change to the Property since the date of this Contract.

(b) For clarification and notwithstanding anything in this Contract to the contrary, Purchaser shall have no obligation to schedule or otherwise proceed to Closing until after each of the forgoing conditions precedent have been fully satisfied or waived in writing, whenever that may be. The failure of a condition precedent to Purchaser's obligation to proceed to Closing will entitle Purchaser to terminate this Contract by giving written notice to Seller. Upon such termination, the Escrow Agent must return the Deposit to Purchaser, and the parties will thereupon be released from further obligations under this Contract except as otherwise provided herein as to any provisions of this Contract that specifically survive termination of this Contract.

(c) Purchaser reserves the right to waive any of the terms and conditions of this Contract made for its benefit and to purchase the Property in accordance with the terms and conditions of this Contract that have not been so waived. Any such waiver must be in writing signed by Purchaser. No waiver by either party of any breach or default by the other of any provision of this Contract will be deemed or construed to be a waiver of any subsequent or continuing breach or default of the same or any other provision of this Contract; any forbearance by either party from the exercise of a remedy for any such breach or default after notice of it will not be deemed or construed to be a waiver by that party of any of its rights or remedies with respect to the breach or default.

9. **Seller's Condition Precedent.**

(a) The following is an express condition precedent to Seller's obligation to close the transaction contemplated by this Contract: at Closing, pursuant to a separate agreement between Purchaser and Seller, Purchaser will commit to creating 300 jobs. The forgoing agreement shall be in a form satisfactory to Purchaser and be consistent with the terms contained in Purchaser's Non-Binding Letter of Intent dated April 29, 2019.

(b) The failure of Seller's condition precedent to its obligation to proceed to Closing will entitle Seller to terminate this Contract by giving written notice to Purchaser. Upon such termination, the Escrow Agent must return the Deposit to Purchaser, and the parties will thereupon be released from further obligations under this Contract except as otherwise provided herein as to any provisions of this Contract that specifically survive termination of this Contract.

(c) Seller reserves the right to waive any of the terms and conditions of this Contract made for its benefit and to sell the Property in accordance with the terms and conditions of this Contract that have not been so waived. Any such waiver must be in writing signed by Seller.

10. **Default and Remedies**.

(a) **Purchaser's Default**. If Purchaser defaults in the performance of its obligations under this Contract, without fault on Seller's part and without failure of title or any conditions precedent to Purchaser's obligations under this Contract, and fails to cure within 10 days after receipt of written notice from Seller, Seller as Seller's sole and exclusive remedy, will have the right to terminate this Contract by giving notice to Purchaser, in which event Seller will be immediately entitled to receive the Deposit, together with all interest earned on it, as agreed upon liquidated damages and in full settlement of all claims of Seller against Purchaser arising from or related to this Contract. Seller and Purchaser specifically understand and agree that (i) the foregoing remedy is intended to operate as a liquidated damages clause and not as a penalty or forfeiture provision; (ii) the actual damages Seller may suffer if Purchaser defaults are impossible to ascertain precisely and, therefore, the Deposit represents the parties' reasonable estimate of such damages considering all of the circumstances existing on the date of this Contract; (iii) the Deposit is intended to fully compensate Seller for entering into this Contract and, therefore, Seller will not be entitled to bring any action at law or in equity against Purchaser for an alleged default under this Contract except such actions as are necessary to obtain the Deposit; and (iv) upon receipt by Seller of the Deposit, this Contract will cease and terminate and be of no further force and effect, and Seller will have no further claims against Purchaser under this Contract, except for any claims under any provisions of this Contract that specifically survive termination of this Contract. Seller hereby expressly waives all rights to seek damages other than the liquidated damages provided for in this Section 10(a).

(b) **Seller's Default**. If Seller defaults in the performance of its obligations under this Contract and Seller fails to cure such default within 10 days of receipt of written notice from Purchaser, Purchaser will have the right to terminate this Contract by giving notice to Seller, in which event the Deposit will be returned to Purchaser together with reimbursement from Seller of Purchaser's reasonable actual documented out-of-pocket expenditures and attorneys' fees incurred by Purchaser after the Effective Date in connection with its investigation of the Real Property and the Land Use Approvals contemplated in Section 5, but in no event shall the reimbursement exceed $10,000 in the aggregate, and this Contract will be deemed null and void with no party having any further rights or obligations under the Contract, except for those rights, obligations, and remedies that specifically survive the termination of this Contract. Except for those rights, obligations, and remedies that specifically survive the termination of this Contract, this is the sole and exclusive remedy of Purchaser.

11. **Closing**.

(a) **Closing Date**. Closing of the purchase and sale of the Property (the "Closing") shall occur at Emmanuel, Sheppard and Condon, within 30 days following the later to occur of (i) expiration of the Inspection Period, or (ii) satisfaction or Purchaser's written waiver of each of the conditions precedent outlined in Section 8(a), above (the "Closing Date");

(b) **Seller Closing Documents**. At the Closing, Seller shall deliver to Escrow Agent each of the following items, which must be acceptable to Purchaser, duly and properly executed, acknowledged, and in proper form for recording, if required, by the appropriate party, unless waived by Purchaser:

(i) A deed ("Deed") to be prepared by the County Attorney conveying to Purchaser fee simple title to the Real Estate and Improvements, subject to taxes and assessments for the current year 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 shall not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities; and further subject to all notice provisions, covenants, and other duties and obligations contained in the Quit Claim Deed from the United States of America to Escambia County recorded in Official Record Book 8037 at page 1132 of the public records of Escambia County, Florida. Additionally, the Deed shall expressly disclaim and waive any reservation of mineral (and related surface) rights available to Seller under Florida Statutes 270.11 or otherwise;

(ii) Originals or, if appropriate, copies of all Intangible Personal Property, together with an assignment of all Intangible Personal Property;

(iii) Any federal and state tax reporting forms required in connection with the transaction contemplated by this Contract;

(iv) The original, fully-executed minutes from the Escambia County Board of County Commissioners meeting confirming and authorizing the sale of the Property, together with such other documents and approvals as may reasonably be required by the Title Company;

(v) Closing statement prepared by the Escrow Agent and approved by Seller and Purchaser;

(vi) A certificate from Seller dated the date of Closing certifying that all of the representations of Seller set forth in this Contract are true, correct, and complete in all respects at and as of the Closing (subject to those limitations and qualifications stated in this Contract);

(vii) Corrective instruments or other instruments necessary to clear title;

(viii) Actual, exclusive physical possession of the Property;

(ix) All keys and other means of physical access to the Real Property and/or the Improvements; and

(x) Such additional documents as are customarily required of sellers in transactions of this type in Escambia County, Florida, or as reasonably may be necessary to consummate the purchase and sale of the Property, together with any other documents, instruments, or agreements called for under this Contract that have not been delivered previously.

(c) **Purchaser Closing Documents.** At the Closing, Purchaser shall deliver to Escrow Agent each of the following items duly and properly executed, acknowledged, and in proper form for recording, if required, by the appropriate party, unless waived by Seller:

(i) The balance of the Purchase Price as provided in Section 2 of this Contract, subject to prorations provided for in this Contract;

(ii) Closing statement; and

(iii) Such additional documents as are customarily required of purchasers in transactions of this type in Escambia County, Florida, or as may be reasonably necessary to consummate the purchase and sale of the Property, together with any other documents, instruments, or agreements called for under this Contract that have not been delivered previously.

(d) **Taxes, Fees and Charges.** Taxes, fees and charges will be paid as follows:

(i) Purchaser is responsible for all ad valorem taxes and assessments, if any, assessed against the Property. Any outstanding taxes or tax certificates or assessments encumbering the Property must be satisfied by the Purchaser at closing. Seller is immune from ad valorem taxes and will not pay ad valorem taxes on the Property.

(ii) All impact fees, permit fees, systems charges, and any other amounts charged or assessed as a result of, arising from, or necessary for Purchaser's proposed construction on, or development of, the Property will be paid solely by Purchaser.

(e) **Closing Costs.** Seller shall pay Seller's attorneys' fees and the cost to cure any Objections it elects to cure pursuant to Section 3. Purchaser shall pay all closing and other costs, including but not limited to Purchaser's attorneys' fees and expenses; all documentary stamp, intangible and other taxes payable in relation to the Deed, all escrow fees, recording fees and closing costs charged by the Title Company, the Title Company's premium for the title policy including all fees and costs for the related Commitment, search, and examination; the cost for any endorsements to the title policy; the cost of any lender's title insurance policy and endorsements; the cost of the Survey; all due diligence costs and expenses; all costs, including documentary stamp, intangible and other taxes, payable in relation to any of Purchaser's financing associated with the transactions contemplated by this Contract.

12. **Risk of Loss.** Seller will bear the risk of loss or damage to, or destruction of, the Property or any portion of the Property from any and all causes whatsoever (collectively, "Damage") up to and including the date and time of the Closing; the doctrine of equitable conversion will not apply to this transaction.

13. **Condemnation.** If, at or before the Closing, the Real Property and/or Improvements or any portion thereof will be condemned or taken pursuant to any power of eminent domain, or if any written notice of any taking or condemnation is issued, or if any proceedings are instituted or threatened by any governmental authority having the power of eminent domain, Seller must promptly give Purchaser written notice of the taking or condemnation, or any pending or threatened proceedings; if the

property condemned constitutes a material part of the Real Property and/or Improvements, as determined by Purchaser in its reasonable judgment, Purchaser will have the right to terminate this Contract by giving Seller written notice to that effect, within 30 days of receipt of Seller's notice, whereupon the Escrow Agent must promptly return the Deposit to Purchaser, and thereafter the parties will have no further obligation or liability under this Contract or with respect to the Property, at law or in equity; or, in the alternative, Purchaser may elect to proceed to Closing with no reduction in the Purchase Price and any condemnation award will be paid over to and will become the sole property of Purchaser. If those awards are not available at Closing, Seller must agree to assign over all such proceeds to Purchaser at Closing.

14. **Brokers**. Seller and Purchaser each represent and warrant to the other that it has not dealt with any broker, sales person, agent, or other intermediary in connection with any of the transactions contemplated by this Contract.

15. **Escrow Agent**.

(a) Escrow Agent undertakes to perform only such duties as are expressly set forth in this Contract and no implied duties or obligations will be read into this Contract against Escrow Agent. Escrow Agent is also the law firm representing Purchaser. In the event of a dispute between the parties, the parties consent to Escrow Agent continuing to represent Purchaser, notwithstanding the fact that it will also have the duties provided for in this Contract.

(b) Escrow Agent may act in reliance on any writing or instrument or signature that it, in good faith, believes to be genuine; may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument; and may assume that any person purporting to give any writing, notice, advice, or instructions in connection with the provisions of this Contract has been duly authorized to do so. Escrow Agent will not be liable in any manner for the sufficiency or correctness as to form, manner, execution, or validity of any instrument deposited in escrow, or as to the identity, authority, or right of any person execution the same, and its duties under this Contract will be limited to those provided in this Contract.

(c) If the parties (including Escrow Agent) are in disagreement about the interpretation of this Contract or about their respective rights and obligations, or the propriety of any action contemplated by Escrow Agent, Escrow Agent may, but will not be required to, file an action in interpleader to resolve the disagreement.

(d) Escrow Agent may consult with counsel of its own choice and will have full and complete authorization and protection in accordance with the opinion of such counsel. Escrow Agent will otherwise not be liable for any mistakes of act or errors of judgment, or for any act or omission of any kind unless caused by its gross negligence or willful misconduct.

16. **Assignability**. Neither party will assign its rights under this Contract without the other party's prior written consent, which will not be unreasonably withheld, conditioned or delayed. No assignment, whether or not permitted under this Section, will relieve the assigning party of its obligations under this Contract.

17. **Radon Notice**. As required by Section 404.056(5), Florida Statutes, the following notification is made regarding radon gas:

> **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 health department.**

18. **General Provisions**.

(a) **Notices**. All notices which are required or permitted under this Contract must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee), (i) when delivered by personal delivery, (ii) one business day after having been deposited with an expedited, overnight courier service, or (iii) when delivered by electronic mail, in each case addressed to the party to whom notice is intended to be given at the address set forth below:

If to Purchaser:

| | |
|---|---|
| Name: | Navy Federal Credit Union |
| Address: | 5550 Heritage Oaks Drive<br>Pensacola, FL 32526-7855 |
| Attention: | Kara Cardona, Senior Vice President, Greater Pensacola Operations |
| Facsimile: | _____ |
| E-mail: | Kara_cardona@navyfederal.org |

with copy to:

| | |
|---|---|
| Name: | Navy Federal Credit Union |
| Address: | 5550 Heritage Oaks Drive<br>Pensacola, FL 32526-7855 |
| Attention: | Matt Vinson, Associate General Counsel |
| Facsimile: | _____ |
| E-mail: | Matt_Vinson@navyfederal.org |

with copy to:

| | |
|---|---|
| Name: | John W. Monroe |
| Address: | Emmanuel, Sheppard & Condon<br>30 S. Spring Street<br>Pensacola, Florida 32502 |
| Facsimile : | 850-434-6162 |
| E-mail : | jwm@esclaw.com |

If to Seller:

| | |
|---|---|
| Name: | Escambia County |
| Address: | 221 Palafox Place, Suite 430<br>Pensacola, FL 32502 |
| Attention: | Stephen G. West, Senior Assistant County Attorney |
| Facsimile: | 850-595-4979 |
| E-mail: | aarogers@co.escambia.fl.us, and sgwest@myescambia.com |

If to Escrow Agent:

| | |
|---|---|
| Name: | John W. Monroe |
| Address: | Emmanuel, Sheppard & Condon<br>30 S. Spring Street<br>Pensacola, Florida 32502 |
| Facsimile : | 850 434-6162 |
| E-mail : | jwm@esclaw.com |

or to such other address as any party may from time to time designate by notice in writing to the other. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 18(a) shall constitute delivery.

(b) **Time of the Essence**. Time is of the essence with respect to each provision of this Contract.

(c) **Integration**. This Contract constitutes the entire agreement between the parties and supersedes all prior negotiations, writings, agreements, or other understandings between the parties with respect to the subject matter of this Contract.

(d) **Captions**. The captions of this Contract are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Contract.

(e) **Counterparts**. This Contract may be executed in one or more counterparts, each of which will be deemed to be an original, and all of which, taken together, will be deemed to constitute one agreement.

(f) **Interpretation**. This Contract and the exhibits or addenda to this Contract have been negotiated at arm's length by Seller and Purchaser, and the parties mutually agree that for the purpose of construing the terms of this Contract or exhibits or addenda, neither party will be deemed responsible for the drafting of this Contract.

(g) **Severability**. The unenforceability or invalidity of any one or more provisions of this Contract will not affect the validity or enforceability of any other provisions of this Contract.

(h) **Binding Effect**. This Contract will be binding on and will inure to the benefit of the parties and their respective devisees, legal representatives, successors, and permitted assigns.

(i) **Recording**. Neither Purchaser nor Seller will record this Contract or a memorandum of this Contract, and any violation of this Section will be a default under this Contract, except that this provision shall not be construed to preclude the Clerk of Court and Comptroller from recording this Contract in the public records pursuant to her official duties.

(j) **Further Assurances**. Purchaser and Seller each agree from time to time to execute and deliver such further and other transfers, assignments, and documents and to do all matters and things that are legally required or reasonably necessary to effectuate the intentions of this Contract. This provision will survive Closing and will not merge into the Deed.

(k) **Modification**. This Contract may not be modified orally or in any manner other than by an agreement in writing signed by the parties. Escrow Agent will not be required to join in the execution of any amendments unless its rights or obligations under this Contract are affected.

(l) **Gender and Case**. Wherever in this Contract the singular number is used, the same will include the plural, and the masculine gender will include the feminine and neuter genders, and vice versa, as the context will require.

(m) **Time Computation**. Any references in this Contract to time periods of less than six (6) days will, in the computation thereof, exclude Saturdays, Sundays and legal holidays; any time period provided for in this Contract that shall end on a Saturday, Sunday, or legal holiday shall extend to 5:00 p.m. of the next day that is not a Saturday, Sunday, or legal holiday.

(n) **Exhibit and Section References**. All references in this Contract to exhibits, schedules, paragraphs, subparagraphs, sections, and subsections refer to the respective subdivisions of this Contract unless the reference expressly identifies another document. The exhibits attached to this Contract are made a part of this Contract and incorporated into this Contract by this reference.

(o) **Typewritten or Handwritten Provisions**. Typewritten or handwritten provisions that are inserted in this Contract or attached to this Contract as addenda or riders will control over all printed or pre-typed provisions with which they may conflict.

(p) **Survival**. Unless otherwise expressly provided by this Contract, all covenants, agreements, representations, and warranties of Seller and of Purchaser in this Contract, all remedies related to them, and the provisions of this Section will survive Closing (and will not merge into the Deed) or the termination of this Contract.

(q) **Governing Law**. This Contract and all transactions contemplated by this Contract will be governed by and construed and enforced in accordance with the internal laws of Florida without regard to principles of conflicts of laws.

(r) **Wetlands**. It is Purchaser's intention to preserve and keep the wetlands that exist upon the Real Property in their natural state. Purchaser's existing intention should not be construed as creating a conservation easement or binding agreement or restriction of any kind or nature upon Purchaser or the Real Property.

(s) **Recreational Facilities**. It is Purchaser's intention to use a portion of the Real Property for construction of recreational facilities, the nature and location of which will be in Purchaser's discretion. It is Purchaser's further intention to allow public access to certain portions of the recreational facilities once constructed, as designated by Purchaser in its discretion and subject to Purchaser's reasonable conditions and limitations. Nothing herein shall be construed to create or require a dedication or public easement of any kind or nature relating to the Real Property.

(t) **Waiver of Jury Trial**. Seller and Purchaser mutually agree that they waive all rights to a trial by jury in the event of any dispute or court action arising from, growing out of, or related to this Contract. The parties acknowledge that this waiver is a significant consideration to, and a material inducement for Purchaser to enter into this Contract.

[Signatures appear on following page.]

**SELLER:**

**ESCAMBIA COUNTY, FLORIDA** by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Lumon J. May, Chairman
Date: 5/17/2019

BCC Approved: May 16, 2019

This document approved as to form and legal sufficiency.
By:
Title: Asst. County Attorney
Date: May 16, 2019

**PURCHASER:**

Witnesses as to Purchaser:

Print Name: William B. Pearson

Print Name: Chastity S. Tisdale

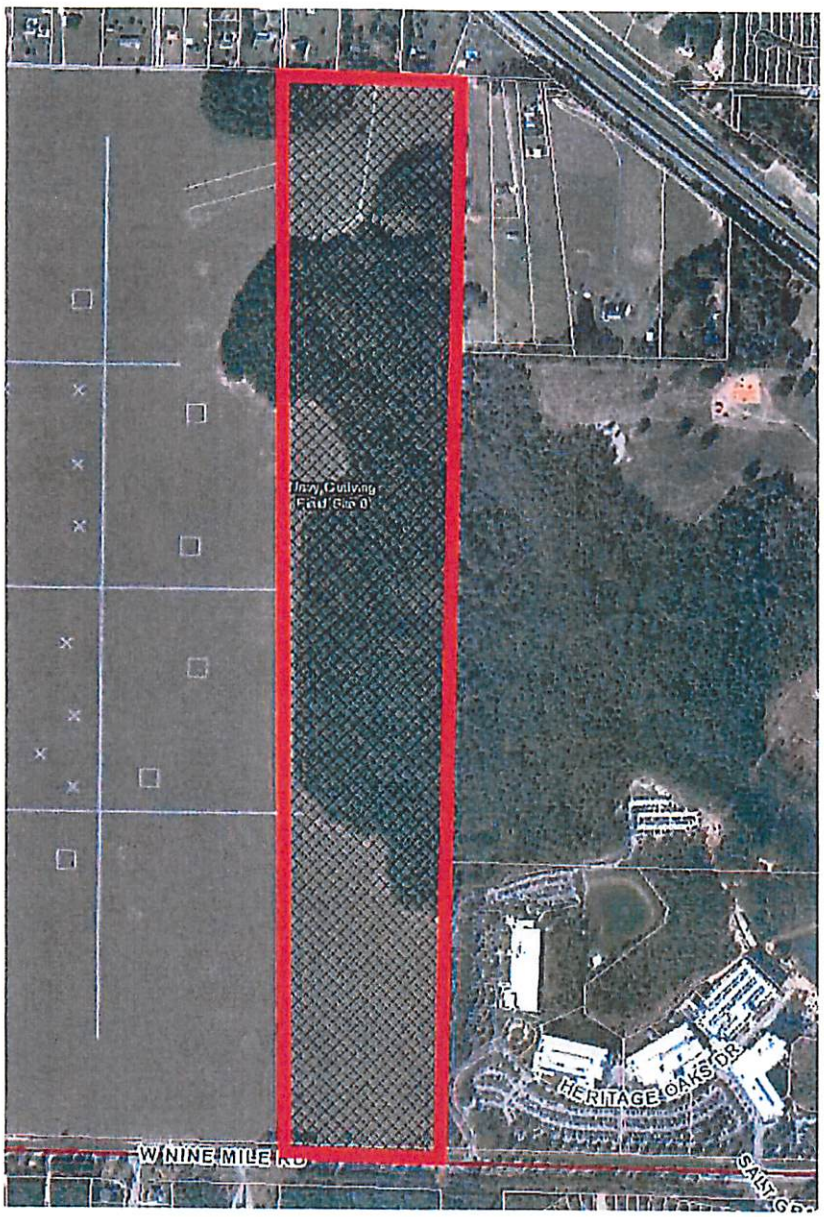
**NAVY FEDERAL CREDIT UNION**

By:
Print Name: KARA CARDONA
As Its: SENIOR VICE PRESIDENT
Date: May 29, 2019

*Contract for Sale and Purchase – signature page*

## EXHIBIT "A"

## REAL PROPERTY



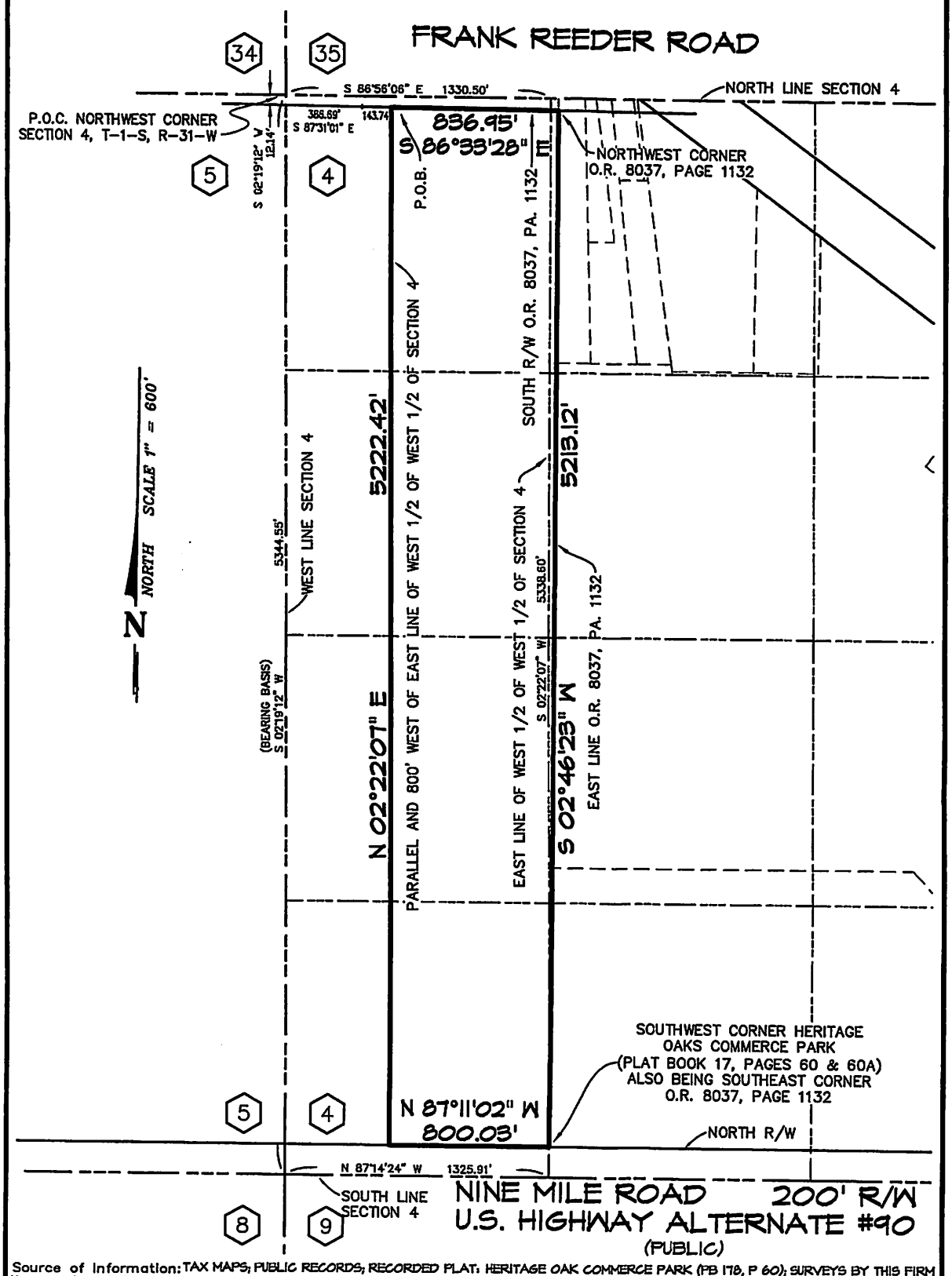

The easternmost approximately 96 acres of the real property conveyed by the United States of America to Seller in that certain Quit Claim Deed dated January 25, 2019 and recorded in Book 8037, Page 1132 of the Official Records of Escambia County, Florida.

[Legal description to be confirmed by Title Commitment and Survey.]

# EXHIBIT B

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 4, T-1-S, R-31-W




Source of Information: TAX MAPS; PUBLIC RECORDS; RECORDED PLAT: HERITAGE OAK COMMERCE PARK (PB 17B, P 60); SURVEYS BY THIS FIRM
Measurements made in accordance to United States Standards. This survey is valid only if it contains the original seal and original signature of the signing surveyor.

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. **LB No. 7078**

David D. Glaze ☐ PSM #5605
Walter J. Glaze ■ PSM #6190

| | |
|---|---|
| File No. | A-15289 |
| Drawn By | PMJ |
| Job No. | 98290-19b |
| Checked By | WJG |
| Scale | 1" = 600' |
| Elevation Reference | |
| Date of Survey | FB PG |
| Date of Plat | 6-6-2019 FB PG |
| Date of Revision | |
| Ordered By | MR. ADAM COBB |
| Encroachments | |
| Bearing Reference | NORTH BASED ON THE WEST LINE OF SECTION 4 AS S 02°19'12" W |

WALTER J. GLAZE LICENSE NUMBER No. 6190 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

SHEET 1 OF 2

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 4, T-1-S, R-31-W

LEGEND:

R/W Right of way
P.O.B. Point of beginning
P.O.C. Point of commencement

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 property may also be subject to setback lines mandated by zoning ordinances and\or restrictive covenants of record.
5. NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION:

Commence at the northwest corner of said Section 4, Township 1 South, Range 31 West, Escambia County, Florida; thence South 02 degrees 19'12" West along the west line of said Section 4 for a distance of 12.14 feet to the south right of way line of Frank Reeder Road according to deed recorded in Official Record Book 8037 at page 1132 of the public records of said County; thence South 87 degrees 31'01" East (this course and the next two along said south right of way line) for a distance of 386.69 feet; thence South 86 degrees 33'28" East for a distance of 143.74 feet for the point of beginning.

Thence continue South 86 degrees 33'28" East for a distance of 836.95 feet to the northwest corner of said parcel described in Official Record Book 8037 at page 1132; thence South 02 degrees 46'23" West along the east line of said parcel described in Official Record Book 8037 at page 1132 for a distance of 5213.12 feet to the southwest corner of Heritage Oaks Commerce Park according to the plat recorded in Plat Book 17 at pages 60 and 60A of the public records of said County, said point also being the southeast corner of said parcel described in Official Record Book 8037 at page 1132, and being on the north right of way line of Nine Mile Road (U.S. Highway Alternate #90, 200' R/W); thence North 87 degrees 11'02" West along said north right of way line for a distance of 800.03 feet to a point on a line being parallel to and 800 feet west of to the east line of the West Half of the West Half of said Section 4; thence North 02 degrees 22'07" East along said line being parallel to and 800 feet west of said east line of the West Half of the West Half for a distance of 5222.42 feet to the point of beginning.

All lying and being in of Section 4, Township 1 South, Range 31 West, Escambia County, Florida. Containing 98.03 acres, more or less.

Source of Information: TAX MAPS; PUBLIC RECORDS; RECORDED PLAT: HERITAGE OAK COMMERCE PARK (PB 17B, P 60); SURVEYS BY THIS FIRM
Measurements made in accordance to United States Standards. This survey is valid only if it contains the original seal and original signature of the signing surveyor.

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. **LB No. 7078**

**David D. Glaze** ☐ PSM #5605
**Walter J. Glaze** ■ PSM #6190

File No. A-15289 Drawn By PMJ
Job No. 38290-19b Checked By WJG
Scale 1" = 600' Elevation Reference
Date of Survey FB PG
Date of Plat 6-6-2019 FB PG
Date of Revision
Ordered By MR. ADAM COBB
Encroachments
Bearing Reference NORTH BASED ON THE WEST LINE OF SECTION 4 AS S 02°19'12" W

WALTER J. GLAZE LICENSE NUMBER No. 6190 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

SHEET 2 OF 2

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

**INTEROFFICE MEMORANDUM**

**TO:** **Andrew Holmer, Division Manager**
**Development Services Department**

**FROM:** **Terri V. Malone, AICP, Transportation Planner**
**Traffic Operations & Planning Division**

**THRU:** **David Forte, Division Manager**
**Traffic Operations & Planning Division**

**DATE:** **July 23, 2019**

**RE:** **Traffic Operations & Planning (TOP) Comments – Z-2019-08**

TOP Staff has reviewed the Rezoning Case Z-2019-08 Frank Reeder Road (None to HC/LI), agenda item for the Planning Board meeting scheduled for August 6, 2019. Please see the below comments.

Frank Reeder Road is two-lane local roadway with no paved shoulders. The roadway is approximately 20 feet wide with limited right-of-way in certain areas. The existing right-of-way for this facility varies from 0 to 18 feet. Frank Reeder Road connects with CR 99 (Beulah Road) and will provide a link to the new I-10 interchange in the Beulah Road vicinity. Frank Reeder Road will also accommodate a portion of traffic from the large-scale adjacent developments including Navy Federal Credit Union and future development within the area of Outlying Field Eight (OLF8). Master planning of the OLF 8 site, procurement of master planner underway, and site planning for this site will help determine the amount of traffic that will need to be accommodated by Frank Reeder Road. The County is aware of the need to eventually improve and increase the capacity on Frank Reeder Road to accommodate the existing and future traffic demands. Future roadway improvements may include, but not limited to, roadway/lane widening, drainage upgrades, right-of-way, bicycle / pedestrian amenities, etc.

Currently, the County does not have any proposed improvement projects scheduled for Frank Reeder Road. Likewise, the Florida Department of Transportation does not have any improvement projects planned or scheduled.

The most recent count on Frank Reeder Road was taken in September of 2018 and the two-way traffic volume was 1,369, which is believed to be slightly over capacity.

TOP's review is solely based off the application submittal packet, so the comments above hold no bearing on any future TOP comments during the Development Review process.

**cc:** **Horace Jones, Development Services Department Director**
**Joy Jones, P.E., Engineering Department Director**
**John Fisher, Development Services Department**
**Allyson Lindsey, 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:** 8/6/19

**Rezoning Quasi-judicial Hearing**

**Rezoning Case #:** Z-2019-08

OR

**Regular Planning Board Meeting**

**Agenda Item Number/Description:**

LSA-2019-01

✓ In Favor _____ Against

*Name: Sally Fox, Attorney for Applicant

*Address: 30 South Spring St *City, State, Zip: Pensacola, FL 32507

Email Address: sfox@esclaw.com Phone: 433-6581

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign - Applicant

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

**********

## Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

# BOARD OF COUNTY COMMISSIONERS
# ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

# Escambia County Planning Board
## Public Hearing
## Speaker Request Form

Please Print Clearly

**Meeting Date:** 8/6/19

**Rezoning Quasi-judicial Hearing**

**Rezoning Case #:** Z2019-08

OR

**Regular Planning Board Meeting**

**Agenda Item Number/Description:** 6A

_____ In Favor _____ Against

*Name: Margaret Hostetler

*Address: 328 E. Sunset Ave *City, State, Zip: 32507

Email Address: Margaret1080808@gmail.com Phone: 850-512-7048

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

**********

## Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

01/2016

# 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:** Aug 6th

**Rezoning Quasi-judicial Hearing**

**Rezoning Case #:** Z-2019-08

OR

**Regular Planning Board Meeting**

**Agenda Item Number/Description:** 6A

_____ In Favor _____ Against

*Name: Melissa Pino

*Address: 413 SE Bambi Drive *City, State, Zip: _____

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

**********

## Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

**19062121PPB** 07/24/2019 11:34 AM

FRANK REEDER RD

Applicant:

**Project Type**

| Type | Fee |
|---|---|
| Rezoning Request | $1,084.00 |
| Project Fee | $333.82 |
| Total | $1,417.82 |

**Payments**

| Payment ID | Payment Date | Payment Type | Description | Ref. Number | Amount |
|---|---|---|---|---|---|
| | | | Total | | $0.00 |

| | |
|---|---|
| Discount Total | ($0.00) |
| Payment Amount | $0.00 |
| Balance Due | $333.82 |

***THIS IS NOT A PERMIT***. This receipt does not authorize you to begin construction of your project.

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16846** **Growth Management Report 14. 7.**
**BCC Regular Meeting** **Public Hearing**
**Meeting Date:** 10/03/2019
**Issue:** 5:49 p.m. - Amendment to the Official Zoning Map
**From:** HORACE JONES, Director
**Organization:** Development Services

## RECOMMENDATION:

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

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on August 6, 2019, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

## BACKGROUND:

Rezoning case Z-2019-08 was heard by the Planning Board on August 6, 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-2019-08** |
| Address: | 5501 Frank Reeder Road and 9045 Security Place |
| Property Reference No.: | 05-1S-31-1101-000-000 |
| Property Size: | 98.03 (+/-) acres |
| From: | None |
| To: | HC/LI, Heavy Commercial and Light Industrial district (25 du/acre) |
| FLU Category: | MU-U, Mixed-Use Urban |

**Section 2. Severability.**

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

**Section 3. Inclusion in Code.**

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68; and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “article,” or such other appropriate word or phrase in order to accomplish such intentions.

**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:**

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16868** **County Administrator's Report 14. 1.**
**BCC Regular Meeting** **Technical/Public Service Consent**
**Meeting Date:** 10/03/2019
**Issue:** Disposition of Property
**From:** David Stafford, Supervisor of Elections
**Organization:** Escambia County Super. of Elections
**CAO Approval:**

## RECOMMENDATION:
Recommendation Concerning Request for Disposition of Surplus Property for the Office of the Supervisor of Elections - David H. Stafford, Supervisor of Elections

That the Board approve the Request for Disposition of Property Form for the Supervisor of Elections Office, for property which is listed on the Disposition Form, to be auctioned as surplus or disposed of properly.

## BACKGROUND:
Escambia County established policy for disposing of surplus or obsolete property.

## BUDGETARY IMPACT:
N/A

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

## PERSONNEL:
N/A

## POLICY/REQUIREMENT FOR BOARD ACTION:
This Recommendation is in compliance with BCC policy B- 1,2, Section II, Procedures for Disposition of County Property.

## IMPLEMENTATION/COORDINATION:
N/A

## Attachments

SOE Property Disposition Form

# REQUEST FOR DISPOSITION OF PROPERTY
# ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Supervisor of Elections COST CENTER NO: 550101/56401

David H Stafford DATE: 09/17/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 850-595-3900

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

| TAG (Y / N) | PROPERTY NUMBER | DESCRIPTION OF ITEM | SERIAL NUMBER | MODEL | YEAR | CONDITION |
|---|---|---|---|---|---|---|
| Y | 58266 | Neopost Mail Machine with scale | DSO825002463 & DH08310065 | Neopost | 2009 | good |
| | | Mail Machine Stacker | 9900ST730148 | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature:

Date: 9/17/19

FROM: Escambia County Department Director (Signature):

Director (Print Name): David H Stafford

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 10/03/2019

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-16781** **County Administrator's Report 14. 2.**
**BCC Regular Meeting** **Technical/Public Service Consent**
**Meeting Date:** 10/03/2019
**Issue:** Community Redevelopment Agency Meeting Minutes, September 5, 2019
**From:** CLARA LONG, Acting Director
**Organization:** Neighborhood & Human Svcs
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, September 5, 2019 - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the September 5, 2019, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

## BACKGROUND:

On September 5, 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_September52019

---

**MINUTES**
**COMMUNITY REDEVELOPMENT AGENCY**
**September 5, 2019**
**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 |
| | Jeff Bergosh, Commissioner, District 1 |
| | Doug Underhill, Commissioner, District 2 |
| | Robert Bender, Commissioner, District 4 |
| | Steven Barry, Commissioner, District 5 |
| Staff Present: | Alison Rogers, County Attorney |
| | Janice P. Gilley, County Administrator |
| | Clara Long, Acting Director |
| | Melanie Johnson, Administrative Assistant |

Call to Order.

**(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.

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 2 Doug Underhill

**Vote:** 5 - 0

**I. Gary Sansing Public Forum**

**II. Technical/Public Service**

1 Recommendation Concerning Community Redevelopment Agency Meeting Minutes, August 1, 2019 -Clara Long, Neighborhood & Human Services Department Acting Director

That the Board accept for filing with the Board's Minutes, the August 1, 2019, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 2 Doug Underhill

**Vote:** 5 - 0

**III. Budget/Finance**

1 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Clara Long, Neighborhood & Human Services Department Acting Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approve the following 12 Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Tam Thanh and Anh Conetto, owners of residential property located at 6111 Trent Street, Oakfield Redevelopment District, each in the amount of $4,410 representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement roof;

2. The Agreements between Escambia County CRA and Danilo A. and Lourdes D. Contreras, owners of residential property located at 649 Shiloh Drive, Oakfield Redevelopment District, each in the amount of $1,815 representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, for storm shutter installation;

3. The Agreements between Escambia County CRA and Daka Choice Properties, LLC, owner of residential property located at 6165 Luther Street, Oakfield Redevelopment District, each in the amount of $3,350 representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, total electrical rewiring upgrade;

4. The Agreements between Escambia County CRA and Timothy L. and Tammy T. Edmondson, owners of residential property located at 215 Etta Street, Ensley Redevelopment District, each in the amount of $4,487 representing an in-kind match through the Ensley Tax Increment Financing (TIF), Fund 151, Cost Center 370119, total electrical rewiring upgrade;

5. The Agreements between Escambia County CRA and Mark Furay, owner of residential property located at 3800-B Ward Boulevard, Brownsville Redevelopment District, each in the amount of $2,662 representing an in-kind match through

the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, replacement roof;

6. The Agreements between Escambia County CRA and Glenda A. Gainey, owner of residential property located at 8768 Hollingsworth Avenue, Ensley Redevelopment District, each in the amount of $5,020 representing an in-kind match through the Ensley Tax Increment Financing (TIF), Fund 151, Cost Center 370119, replacement windows;

7. The Agreements between Escambia County CRA and Terrence J. and Samantha A. Garske, owners of residential property located at 1205 Dexter Avenue, Barrancas Redevelopment District, each in the amount of $5,096 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, replacement windows;

8. The Agreements between Escambia County CRA and Larry J. and Jacqueline D. Gibbs, owners of residential property located at 1357 Mazurek Boulevard, Ensley Redevelopment District, each in the amount of $5,860 representing an in-kind match through the Ensley Tax Increment Financing (TIF), Fund 151, Cost Center 370119, replacement windows;

9. The Agreements between Escambia County CRA and Gwendolyn D. Pellet, owner of residential property located at 6215 Vicksburg Drive, Oakfield Redevelopment District, each in the amount of $4,455 representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement roof;

10. The Agreements between Escambia County CRA and Dale E. and Deborah A Schliep, owners of residential property located at 401 Frisco Road, Warrington Redevelopment District, each in the amount of $3,320 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 307114, replacement roof;

11. The Agreements between Escambia County CRA and Richard A. and Karen G. Schrock, owners of residential property located at 8601 Chisholm Road, Ensley Redevelopment District, each in the amount of $6,000 representing an in-kind match through the Ensley Tax Increment Financing (TIF), Fund 151, Cost Center 370119, replacement windows;

12. The Agreements between Escambia County CRA and Joseph and Phyllis M. Tranchina, owners of residential property located at 8457 Meliaceae Drive, Ensley Redevelopment District, each in the amount of $6,000 representing an in-kind match through the Ensley Tax Increment Financing (TIF), Fund 151, Cost Center 370119, replacement 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 5 Steven Barry, Seconded by Commissioner, District 1 Jeff Bergosh

**Vote:** 5 - 0

2 Recommendation Concerning the Cancellation of Residential Rehab Grant Program Liens - Clara Long, Neighborhood & Human Services Department Acting Director

That the Board take the following action concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approve the following cancellations of three 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** |
|---|---|---|
| Joel D. Harris | 224 Sunset Avenue | $5,994 |
| James R. and Gertrudes A. Pence | 1223 Poppy Avenue | $2,600 |
| Juanita Williams | 1125 Medford Avenue | $2,530 |

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

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 4 Robert Bender

**Vote:** 5 - 0

**IV. Discussion/Information Items**

Adjournment.

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16552** **County Administrator's Report 14. 3.**
**BCC Regular Meeting** **Technical/Public Service Consent**
**Meeting Date:** 10/03/2019
**Issue:** Reappointments to the Escambia County Extension Council
**From:** Nick Simmons, Division Manager
**Organization:** County Administrator's Office
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning Reappointments to the Escambia County Extension Council - Nick Simmons, County Extension Director

That the Board take the following action concerning reappointments to the Escambia County Extension Council:

A. Reappoint the following individuals, effective December 1, 2019, through November 30, 2021, to serve additional 2-year terms:

| Zone | NAME AND ADDRESS |
|---|---|
| 1 | Anne Peterson, 4711 Crary Road, Century, FL 32535 |
| 3 | Sabrena Padgett, 4440 Ivory Lane, Molino, FL 32577 |
| 7 | Jason Gaylard, 11620 Joel Street, Pensacola, FL 32534 |
| 9 | Beth Fugate, 29 Sugarberry Road, Pensacola, FL 32514 |
| 11 | Carol B. Tanksley, 8012 Eastwood Lane, Pensacola, FL 32514 |

B. Request that the County Administrator's Office provide letters of reappointment to these individuals.

These individuals have indicated that they would like to serve an additional two-year term on the Extension Council.

## BACKGROUND:

Chapter 67-1366, Laws of Florida, authorizes establishment of a county extension council and division of the county into zones or districts by the Board of County Commissioners (BCC). Council members are appointed by the BCC, subject to the approval of the Florida Cooperative Extension Service. The council is to be composed of an odd number of members, men and women, numbering neither less than 13 nor more than 21. The persons appointed are to be known to have an interest in and concern for the agricultural, family and consumer sciences (home economics), and youth programs of extension; in developing the rural and urban sections; and in developing the county and its resources. At least one council member shall be a member of the BCC.

To ensure that every section of the county is represented, the county is divided into zones and a member is selected from each zone. Members must live in the zone to which he/she is appointed and serve staggered two-year terms. Members may serve for a maximum of two consecutive two-year terms before rotating off and must be off the Council for one two-year term before becoming eligible to serve again.

These individuals, which were nominated by the Nominating Committee selected by the Escambia County Extension Council, reside in the zone for which appointed and are known to have an interest and concern for programs of the Escambia County Extension, and have been nominated without regard to race, color, creed, sex, or national origin.

**BUDGETARY IMPACT:**

No budgetary impact associated with appointments to the Extension Council.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

No legal consideration required for Extension Council appointments.

**PERSONNEL:**

No personnel impact associated with appointments to the Extension Council.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Per County Administrator's policy, attached is a copy of a Resume for each individual being reappointed.

**IMPLEMENTATION/COORDINATION:**

After final BCC action, the County Extension Director will forward the BCC's Recommendation to the University of Florida Dean for Extension for consideration and approval/confirmation.

## Attachments

peterson,anne-zone 1
padgett,sabrina-zone 3
gaylard,jason-zone 7
fugate,beth-zone 9
tanksley,carol-zone 11

Zone 1

# EXTENSION COUNCIL NOMINEE INFORMATION SHEET

EMAIL TO SHENDRIX@UFL.EDU

| | |
|---|---|
| Name: | ANNE PETERSON |
| Mailing Address: | 4711 CRARY Rd<br>CANTARY FL 32535 |
| Contact Phone: | 850 712 3741 or 850 2565865 |
| Email Address: | horsefly@BellSouth.net |
| How long have you been a resident of Escambia County? | 72 yr |

| | |
|---|---|
| Current Employer & position. If retired, last employer: | ESC CO EXTENSION<br>Bell South Retired |
| Educational Background: | HI Sch |
| List any work with Extension Programs or Civic/Volunteer Groups: | All 4-H PROGRAMS County<br>DISTRICT - STATE<br>Church |
| List any hobbies or activities involved with or pursuing: | horse |
| Other information: | Prond be Past Advisory Council |

# EXTENSION COUNCIL NOMINEE INFORMATION SHEET

EMAIL TO SHENDRIX@UFL.EDU

| | |
|---|---|
| Name: | Sabrena Padgett |
| Mailing Address: | 4440 Ivory Lane<br>Molino, FL 32577 |
| Contact Phone: | 850-206-3403 |
| Email Address: | sabrenapadgett@yahoo.com |
| How long have you been a resident of Escambia County? | most of my life |

| | |
|---|---|
| Current Employer & position. If retired, last employer: | I am at home raising my 9 year old daughter and husband. I also homescool my daughter. |
| Educational Background: | Graduated High School<br>Did not complete college |
| List any work with Extension Programs or Civic/Volunteer Groups: | I am very involved with my daughter's 4H club.<br>Leader of the Ladies Minisrty, Heritage Baptist<br>Volunteer in childrens dept., Heritage Baptist<br>Volunteer in nursery, Heritage Baptist<br>I teach a cooking class with our homescool coop<br>Foster |
| List any hobbies or activities involved with or pursuing: | I love baking and having my daughter in the kitchen with me to teach and pass on to her my knowledge and love for baking.<br>We also have a small farm where we spend lots of time with all of our animals. |
| Other information: | |

Zone 7

# EXTENSION COUNCIL NOMINEE INFORMATION SHEET

EMAIL TO SHENDRIX@UFL.EDU

| | |
|---|---|
| Name: | Jason M. Gaylard |
| Mailing Address: | 11620 Joel Street<br>Pensacola,FL 32534 |
| Contact Phone: | 8505167099 |
| Email Address: | jasonmg21@gmail.com |
| How long have you been a resident of Escambia County? | 28 years |

| | |
|---|---|
| Current Employer & position. If retired, last employer: | Escambia Co. School District<br>Heavy Equip. Operator |
| Educational Background: | HS Diploma (Tate HS)<br>1 Year PJC |
| List any work with Extension Programs or Civic/Volunteer Groups: | Esc. Co. 4-H Alum, Current 4-H Volunteer and Club Leader, Member of 4-H Advisory Council, Founding Member of Gulf Coast Ag. & Nat. Res. Youth Org., Tate FFA Alum, Tate FFA Alumni Assoc. Member |
| List any hobbies or activities involved with or pursuing: | Hunting, Fishing, Camping, Raising Livestock, Florida Gator Football, Disney World |
| Other information: | 2006 Langley Bell Award Recepient |

Extension Council Nominee Information Sheet

Zone 9

Name: Beth Fugate

Mailing Address: 29 Sugarberry Rd.

City / State / Zip: Pensacola FL 32514

Contact Phone: 850 595-0683

Alternate Phone:

Email Address: beth.l.fugate@dep.state.fl.us

How long have you been a resident of Escambia County?

| | |
|---|---|
| Current employer & position. If retired, last employer | Florida Department of Environmental Protection, Northwest Florida Aquatic Preserves, Manager |

| | |
|---|---|
| Educational Background | BS Marine Biology from The Univ. of West Alabama, Dauphin Island Sea Lab |

| | |
|---|---|
| List any work with Extension Programs or Civic/Volunteer Groups | works with Escambia and Santa Rosa Sea Grant |

| | |
|---|---|
| List any hobbies or activities involved with or pursuing | recreational activities, environmental stewardship, crafts, cub scouts |

| | |
|---|---|
| Anything else you would like to add | |

Extension Council Nominee Information Sheet

Zone II
At Large

Name: Carol B. Tanksley

Mailing Address: 8012 Eastwood Lane

City / State / Zip: Pensacola, FL 32514-6551

Contact Phone: 850 - 477 - 3066 501-2183

Alternate Phone: N/A

How long have you been a resident of Escambia County? 25 years

| | |
|---|---|
| Current employer & position. If retired, last employer | Retired - UWF / Associate Professor |
| Educational Background | B.S. Penn state ● M.A.T. / Univ. of Pgh<br>M. Lib. Science - Sam Houston state univ<br>B.A. Christian Life School of theology (Beacon Univ.)<br>Ed. d. - Univ of Houston |
| List any work with Extension Programs or Civic/Volunteer Groups | Symphony Board<br>Opera Board<br>ACTE / Art - Culture - Entertainment Bd / Fab Fab Fest<br>Governing Board Libraries - Escambia Cty<br>Extension City Board<br>Panhandle Butterfly Board |
| List any hobbies or activities involved with or pursuing | Knitting<br>Gardening<br>Singing<br>Piano Playing |
| Anything else you would like to add | I enjoy sharing information |

E-mail address: ctanksle@uwf.edu

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16899** **County Administrator's Report 14. 4.**
**BCC Regular Meeting** **Technical/Public Service Consent**
**Meeting Date:** 10/03/2019
**Issue:** Florida Forest Service Annual Report
**From:** Janice Gilley, County Administrator
**Organization:** County Administrator's Office
**CAO Approval:**

## RECOMMENDATION:
Recommendation Concerning the Florida Forest Service Annual Report, as Requested by Adam Parden of the Division of Forestry - Janice P. Gilley, County Administrator

That the Board accept for filing with the Board's Minutes, the Florida Forest Service Annual Report to the Escambia County Board of Commissioners for Fiscal Year 2018-2019, submitted by Adam Parden, Forest Area Supervisor, Division of Forestry.

## BACKGROUND:
N/A

## BUDGETARY IMPACT:
N/A

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

## PERSONNEL:
N/A

## POLICY/REQUIREMENT FOR BOARD ACTION:
The Florida Forest Service Annual Report is presented to the Board each year, to be filed with the Board's Minutes. F.S. 259.037 3(b)1.

## IMPLEMENTATION/COORDINATION:

N/A

## Attachments

2018-2019 Escambia Annual Report

# FLORIDA FOREST SERVICE

## ANNUAL REPORT
TO THE
## ESCAMBIA COUNTY
## BOARD OF COMMISSIONERS

## FISCAL YEAR 2018-2019

**Adam Parden, Forest Area Supervisor**
**Cathy Hardin, Senior Forester**

# FLORIDA FOREST SERVICE
# ESCAMBIA COUNTY ANNUAL REPORT
# FISCAL YEAR 2018/2019
**(July 1, 2018 through June 30, 2019)**

## SUMMARY

## Fire Control/Emergency Response

The Florida Forest Service is an emergency response state agency that provides incident response and assistance to all forms of emergency response incidents, including wildfires, floods, exotic pest eradication, and hurricanes. We have mutual aid agreements with a number of different agencies, including Escambia County Fire Rescue, Navy Fire Rescue, and the City of Pensacola Fire Department. Tactical radio channels are in place with each of our mutual aid partners to provide clear communication on an emergency scene.

The Florida Forest Service currently has two Type 6 fire engines and 3 Tractor/Plow fire units assigned to Escambia County. Those fire units are strategically located throughout the county during periods of high fire danger. This allows us to provide for quick response time to an incident. Air resources, including reconnaissance airplanes and fire helicopters, are also available for our use during most of the year. These resources are located outside the county and must be ordered by Forest Service personnel.

Our fire investigations are handled by the Florida Department of Agriculture and Consumer Services Law Enforcement Department. The fire investigators that work our fires in Escambia County are based out of Pensacola and are readily available for assistance.

For Fiscal year 2018-19, the Florida Forest Service responded to 13 wildfires in Escambia County. As a result, 233 acres were burned. A total of 501 burning authorizations were issued, covering 6,158 acres and 753 piles.

During the year, Forest Service employees presented fire prevention displays and programs to an estimated 7,145 citizens of Escambia County. Fifteen landowners were assisted by establishing pre-suppression firelines and prescribed burning.

Wildland fire training was offered to the local volunteer fire departments. Volunteer fire departments were offered assistance through federal grants.

Florida Forest Service personnel assigned to Escambia County provided wildfire assistance to numerous fires out of district during this past fiscal year; including fires in Florida, Oklahoma, Oregon, Washington, California, and Nevada.

## Fire Control Program

Wildfire activity this past year was below average with 13 wildfires burning 233 acres. The reason for the decrease in fires was mainly due to the wet conditions we experienced this past fall and winter.

To help minimize the fire problem in the county, we continue to maintain an aggressive fire prevention campaign. This basically consists of both an ongoing educational program and an active landowner assistance policy. This year, a total of 26 fire prevention programs were presented to over 7,145 people. Some of our education programs consist of participating in numerous public safety days, including the City of Pensacola at the Wahoo Stadium and NEX Correy Station. We set up booths and displays at the May Day event in the Quintette community, as well as Arbor Day/Tree Giveaways in Century. We also visited numerous schools and museums throughout the county, including the Naval Aviation Museum, Northview High School, Tate High School, Brentwood Elementary, Molino Museum/Library, Pensacola Christian Academy, and Molino Park Elementary. One of the highlights of the year was Smokey Bear visiting children at the Studer Family Children's Hospital at Sacred Heart. We also assisted 15 landowners with either pre-suppression firelines or prescribed burning, protecting a total of 773 acres.

We continue to work closely with all of the volunteer and paid fire departments. This assistance is in the form of training and funding. This past year, the Florida Forest Service assisted the Escambia County Fire Rescue with a S-130/190 training, Basic Wildland Fire Management. We also continue to work closely with the Northwest Florida Volunteer Firefighter Weekend in Niceville, where we provide scholarships for area volunteer firefighters to receive additional training.

The Florida Forest Service continues to offer the Volunteer Fire Assistance Program statewide. The Volunteer Fire Assistance Program provides financial, technical, and other assistance to rural volunteer fire departments in Florida. As stated earlier, the Florida Forest Service also provides scholarships to local volunteer firefighters to receive additional training at the Northwest Florida Volunteer Firefighter Weekend in Niceville. This week-long training event is one of the largest of its kind in Florida, offering numerous fire training courses.

We offered and completed an S-215 training class, Fire Operations in the Wildland/Urban Interface, to county structure firefighters. We teamed up with the Escambia County Fire Rescue to offer this class to area firefighters this past spring. This class allowed county firefighters to improve their qualifications through the Florida State Emergency Response Plan.

The Wildfire Mitigation Program is an ongoing project in the wildland/urban interface areas of the county. We identify areas where there is a threat to property in the event of a wildland fire. An agreement is signed between the landowner and the Florida Forest Service. The Forest Service then chooses to establish permanent firebreaks and/or do a prescribed burn to reduce the fuels and hazards to mitigate the chance of a wildfire. This past year, mitigation was done in the communities of Myrtle Grove, Molino, Pleasant Grove, Cantonment, Beulah, Pine Forest, and Innerarity Point.

Mitigation in these areas helps to protect the following property values.

- Projects have protected more than 82 structures valued at $20.5 million and 238 acres of timber and wetlands.

Some of our larger ongoing mitigation projects are the Jones Swamp Wetland Preserve, Big Lagoon State Park, Roy Hyatt Environmental Center, Pensacola International Airport, Molino 4-H property, and the Coastal Plains Institute Pitcher Plant Preserve.

This program will continue in the future as new areas will be identified and treated. The work is being done by Forest Service personnel and private contractors under a federal grant, at no cost to any private landowner.

The use of fire as a tool in prescribed burning, disease control, debris burning, and other areas is still very popular in the county. The following tables give a breakdown of the different types of burning done in the county and the types of wildfires in the past year.

# Fires by Causes

Blackwater Forestry Center
07/01/2018 through 06/30/2019

Escambia County

| Cause | Fires | Percent | Acres | Percent |
|---|---|---|---|---|
| Campfire | 0 | 0 | 0 | 0 |
| Children | 1 | 7.69 | 0.3 | 0.13 |
| Debris Burn* | 0 | 0 | 0 | 0 |
| Debris Burn--Auth--Broadcast/Acreage | 0 | 0 | 0 | 0 |
| Debris Burn--Auth--Piles | 0 | 0 | 0 | 0 |
| Debris Burn--Auth--Yard Trash | 0 | 0 | 0 | 0 |
| Debris Burn--Nonauth--Broadcast/Acreage | 1 | 7.69 | 1.5 | 0.64 |
| Debris Burn--Nonauth--Piles | 0 | 0 | 0 | 0 |
| Debris Burn--Nonauth--Yard Trash | 2 | 15.38 | 7.0 | 3.00 |
| Equipment use* | 0 | 0 | 0 | 0 |
| Equipment--Agriculture | 0 | 0 | 0 | 0 |
| Equipment--Logging | 0 | 0 | 0 | 0 |
| Equipment--Recreation | 0 | 0 | 0 | 0 |
| Equipment--Transportation | 0 | 0 | 0 | 0 |
| Incendiary | 2 | 15.38 | 7.0 | 3.00 |
| Lightning | 1 | 7.69 | 211.0 | 90.40 |
| Miscellaneous --Breakout | 0 | 0 | 0 | 0 |
| Miscellaneous --Electric Fence | 0 | 0 | 0 | 0 |
| Miscellaneous --Fireworks | 0 | 0 | 0 | 0 |
| Miscellaneous --Power Lines | 2 | 15.38 | 0.5 | 0.21 |
| Miscellaneous --Structure | 0 | 0 | 0 | 0 |
| Miscellaneous--Other | 1 | 7.69 | 0.4 | 0.17 |
| Railroad | 0 | 0 | 0 | 0 |
| Smoking | 0 | 0 | 0 | 0 |
| Unknown | 3 | 23.08 | 5.7 | 2.44 |
| Total | 13 | | 233.4 | |

# Burning Authorizations Summary

Blackwater Forestry Center
7/1/2018 through 6/30/2019

Escambia County

| Burn Type | Authorized Fires | Authorized Acres | Authorized Piles |
|---|---|---|---|
| Agricultural--Pasture | 22 | 614 | 6 |
| Agricultural--Range management | 0 | 0 | 0 |
| Agricultural--Stubble (post harvest) | 2 | 0 | 2 |
| Agricultural--Sugarcane | 0 | 0 | 0 |
| Agriculture--Citrus | 0 | 0 | 0 |
| Land clearing--Non-residential--With ACI | 127 | 0 | 127 |
| Land clearing--Non-residential--Without ACI | 93 | 0 | 370 |
| Land clearing--Residential--With ACI | 74 | 0 | 74 |
| Land clearing--Residential--Without ACI | 107 | 31 | 161 |
| Silvicultural--Disease control | 1 | 60 | 0 |
| Silvicultural--Ecological | 26 | 1,584 | 0 |
| Silvicultural--Hazard removal | 33 | 1,818 | 11 |
| Silvicultural--Other | 0 | 0 | 0 |
| Silvicultural--Prior to seed | 1 | 12 | 0 |
| Silvicultural--Site preparation | 14 | 2,019 | 2 |
| Silvicultural--Wildlife | 1 | 20 | 0 |
| Total | 501 | 6,158 | 753 |

**FLORIDA FOREST SERVICE**
**ESCAMBIA COUNTY**
**COOPERATIVE FORESTRY ASSISTANCE PROGRAM ANNUAL REPORT**
**FISCAL YEAR 2018-2019**

## SUMMARY

In Escambia County, approximately 56% of land is forested (242,653 acres). 206,543 acres are privately owned. Good forest management improves water quality, retains soil, helps wildlife, and contributes to the local economy by ensuring a continuing supply of raw materials for area mills. According to the University of Florida's Economic Impact Analysis Program, in 2016, all forest industries in Escambia County contributes $1,113 million to the local economy and provides 5,653 jobs. https://fred.ifas.ufl.edu/DEStudio/html/Forestry/IFAS/Escambia.html

The Cooperative Forestry Assistance program exists to promote sound forest management to ensure the continued environmental and economic viability of Florida's forest resources. County Foresters provide technical assistance to landowners, educate the public, and advise local governments on forestry matters. The Florida Forest Service provides a professional forester, office, vehicle, equipment, and supplies. The annual cost to Escambia County is $6,000.

In Escambia County, the County Forester provides free consultation and technical services to the public. The forester evaluates timber stands, diagnoses disease and insect problems in timber and urban trees, writes forest management plans, and advises local governments on forestry matters. The forester is available to assist in all parts of the county; however, the majority of the assistance was in the rural parts of the county for the 2018-2019 fiscal year.

The county forester frequently speaks at schools and adult programs. In the 2018-2019 fiscal year, educational programs at schools and other venues directly reached an estimated 590 people.

The county forester also receives training in forest land management and wildland fire control. The forester occasionally assists forest rangers with prescribed burning for private landowners in Escambia County and on state lands. The forester may also assist local forest rangers in doing on-site inspections, answering citizen concerns about smoke, prescribed burning, wildfire mitigation and other issues. The county forester may also assist in emergency response for wildfires, hurricanes, or other disasters. This year the county forester deployed to assist with Hurricane Michael recovery.

## COOPERATIVE FORESTRY ASSISTANCE PROGRAM ACCOMPLISHMENTS,
2018-2019

## Technical Assistance to Forest Landowners

The County Forester is a source of information for landowners wanting to improve the management of their forestlands. The forester frequently receives requests for assistance from landowners with specific concerns, such as insect problems, timber sale advice, and reforestation projects.

In the 2018-2019 fiscal year, the forester handled numerous requests for assistance. Many were requests for information that were completed during an office visit, over the phone, via e-mail, or with a letter and appropriate literature. The forester made 67 landowner assistance visits to rural and urban Escambia County properties.

| TYPE OF ASSISTS | NUMBER OF NEW PLANS | ACRES |
|---|---|---|
| **Management Plans** | | |
| Forest Stewardship Plans | 4 | 301 |
| General Forest Management Plans | 2 | 1112 |
| Cost-Share Plans | 0 | 0 |
| Stewardship Certification | 1 | 210 |
| Tree Farm Certification | 9 | 2,457 |
| FORCES Certification | 2 | 178 |
| **TOTAL** | **16** | **3,146** |
| | | |
| | | |
| Prescribed Burning Assists | 0 | 0 |
| | | |
| **GRAND TOTAL** | **16** | **3,146** |

## Forest Stewardship Program

The Forest Stewardship Program is the premier program to promote exemplary forest management for multiple resources. County foresters collaborate with wildlife biologists from the Florida Fish and Wildlife Conservation Commission and other experts, as needed, to write a comprehensive management plan tailored to achieve the landowner's objectives.

There were 1 Stewardship landowners in Escambia County with 210 acres who was newly certified this past year. There were 4 new Stewardship plans written this past year in Escambia County with a total of 301 acres.

## Federal and Private Cost-Share Programs

The USDA Farm Service Agency and the Natural Resources Conservation Service administer programs to provide financial assistance to forest landowners and farmers through cost-sharing. Under these programs, landowners and the federal government share the cost of practices to establish tree cover for soil, water, and wildlife conservation. The Conservation Reserve Program (CRP) assists farmers in converting row crops and pasture to forests. The Environmental Quality Incentives Program (EQIP) primarily funds farm pollution control, but can also involve forestry. The Florida Forest Service administers the Southern Pine Beetle Prevention program which provides cost-sharing for timber thinning, prescribed burning, understory establishment or treatment, and longleaf pine seedling planting. The Florida Forest Service also administers the Cogongrass Treatment Cost Share program. The primary objective of this program is to reduce the spread of this invasive grass, which negatively affects tree growth and increases wildfire risk, to new areas by assisting with the control or eradication of existing infestations. Most of these programs have seen reduced enrollment in the last few years as funds have been reduced.

During 2018-2019, no new cost share contracts were approved under any program. The County Forester continued to assist with existing contracts. The County Forester assisted with 3 CRP contracts for landowners who were to receive federal assistance on their property.

## Southern Pine Beetle

The Florida Forest Service inspects forests for outbreaks of the southern pine beetle, which has infrequent population spikes that can cause widespread damage to pines. Throughout the fall, winter, and spring, the county forester monitored bark beetle activity throughout the county. Monitoring is performed by visiting sites that have been called in,

through insect trapping in the month of March, and flights over the county in the summer. Through June, the southern pine beetle was not active in Escambia County. An aerial SPB flight was conducted over the county with no SPB activity found.

## Other Landowner Visits

Other technical assistance includes all other cases where a visit was made by the County Forester without any cost-share or other program. This includes Silvicultural Best Management Practices inspections and calls for advice on timber sales. The county forester does not act as a landowner's agent in timber sales, but can advise the landowner in how to conduct a sale, provide lists of timber buyers and loggers, and help the landowner locate a private consulting forester.

The forester also makes forest health inspections for landowners in the county. This ranges from possible pine beetle infestation in a large tract of timber to yard tree inspections. During 2018-2019, the forester conducted 21 forest health inspections in Escambia County.

## Information and Education

The County Forester participated in 10 adult programs and 16 children's programs between July 2018 and June 2019.

- Actively involved in Northview and Tate High School FFA.
- Pensacola and the unified command of Pensacola Naval Complex continue to receive recognition as Tree City USA through the National Arbor Day Foundation's program.
- Participated in Arbor Day Tree plantings at NAS Pensacola, Century Community Center, Miraflores Park (with City of Pensacola), and the Escambia County Extension, and Tree Giveaways in 3 locations across the county.
- Participated in 2 parades promoting fire prevention
- Additional programs for private and public organizations, and school Career Days

Escambia County School Board's Roy Hyatt Environmental Center becomes a Certified Stewardship Forest

FORCES and Tree Farm Certifications

Arbor Day at NAS Pensacola (Photo by Mike O'Conner)

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16881** **County Administrator's Report 14. 5.**
**BCC Regular Meeting** **Technical/Public Service Consent**
**Meeting Date:** 10/03/2019
**Issue:** Legislative Funding Initiative for Pensacola and Perdido Bay Estuary Program
**From:** Chips Kirschenfeld, Director
**Organization:** Natural Resources
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning Legislative Funding Initiative for Pensacola and Perdido Bay Estuary Program - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action concerning a legislative funding initiative for the Pensacola and Perdido Bay Estuary Program:

A. Support allocating State funding for the Pensacola and Perdido Bay Estuary Program as a legislative priority;

B. Authorize staff to work with the Northwest Florida delegation on this initiative;

C. Authorize staff to work with and utilize the County's lobbyist for this initiative; and

D. Authorize staff to submit required forms and backup to the legislature, subject to approval by the County Administrator.

## BACKGROUND:

The Escambia County Board of County Commissioners, at its September 12, 2019, Committee of the Whole, approved forwarding a request for a legislative funding initiative regarding implementation projects for the Pensacola and Perdido Bay Estuary Program. This approval was subject to confirmation that the project would not compete with the legislative funding initiative for the Brownsville Septic to Sewer Project and ratification at the Board's regularly scheduled October 3, 2019 meeting.

The U.S. Environmental Protection Agency (USEPA) Gulf of Mexico Program awarded a $2 million competitive grant to Escambia County to establish the Pensacola and Perdido Bay Estuary Program (Estuary Program). The Estuary Program will guide the production of a Comprehensive Conservation and Management Plan that will be a fully vetted roadmap for achieving publicly identified outcomes and goals for Pensacola and Perdido Bays. The program is guided by a Policy Board with Florida representation from Escambia County, Santa Rosa County, Okaloosa County, City of Gulf Breeze, City of Milton, City of Pensacola, and Town of Century, and Alabama representation from Baldwin County and City of Orange Beach.

To assist the Estuary Program develop a long-term strategic action plan to prioritize and address water quality projects, improve fishery and listed species habitat, improve commercial and recreational fisheries, a two-pronged funding request is proposed:

1. Augment existing water quality programs
    1. Increase ambient monitoring stations in Pensacola and Perdido Bays to further identify root causes of nutrients and bacteria entering our waterways - $100,000
    2. Augment Healthy Beaches monitoring program to increase the response time and number of bathing beaches that are monitored for fecal coliform bacteria, Vibrio Vulnificus, red tide, and other algal blooms – $100,000
        1. Benefits tourism and the public trust in the safety of local waters for recreation
        2. Recent closure of Casino Beach due to fecal coliform bacteria and green algal bloom in East Bay
2. Citizen Science mini-grant program - $300,000 - fund projects where scientific work is undertaken by members of the general public in collaboration with the Estuary Program. Mini-grants are expected to be awarded between $500 - $10,000, selected by the Estuary Program Policy Board, meet one of the goals below, and priority given to projects that provide match or facilitate STEM projects.
    1. **Water Quality**

        (Examples: environmental landscaping practices; "best management practices" for agriculture; innovative retention/filtering techniques)

    2. **Habitat Restoration and Protection**

        (Examples: restoration of natural shorelines/enhancement of seawalls; projects addressing seagrasses, mangroves, coastal and freshwater wetlands, and other estuarine habitats; marine debris reduction/recycling initiatives)

    3. **Fish and Wildlife Conservation**

        (Examples: awareness of threats to wildlife from monofilament line;

protection of seagrass beds; education on fish and wildlife habitat)

4. **Bay Awareness and Education**

   (Examples: programs for schools, YMCA groups, Scouts or other youth organizations; programs that directly involve youth in solutions to bay problems; programs directed at disadvantaged youth)

5. **Resilience**

   (Examples: living shorelines, green infrastructure)

6. **Invasive Species**

   (Examples: Eradication of invasive plants or animals; education about harmful aquatic invasive species and how to prevent their spread)

**BUDGETARY IMPACT:**

No budgetary impact associated with this Recommendation.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

No legal sign-off requred with this Recommendation.

**PERSONNEL:**

No impact to personnel associated with this Recommendation.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The legislative request is supported by the Escambia County Comprehensive Plan Objective CON 1.3 Surface Water Resources and associated policies.

**IMPLEMENTATION/COORDINATION:**

Department of Natural Resources Management and Estuary Program staff will cooridinate with County Administration, the Northwest Florida delegation, and the County lobbyist.

---

**Attachments**

*No file(s) attached.*

---

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16663** **County Administrator's Report 14. 6.**
**BCC Regular Meeting** **Technical/Public Service Consent**
**Meeting Date:** 10/03/2019
**Issue:** Amendedment to Lease Agreement for Paratransit Vehicles
**From:** TONYA ELLIS, Interim Director
**Organization:** Mass Transit
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning an Amendment to the Lease Agreement for Paratransit Vehicles between Escambia County and Innovative Transport and Logistics Solutions, LLC (ITL Solutions) - Tonya Ellis, Interim Mass Transit Department Director

That the Board approve and authorize the Chairman to sign the Amendment to the Lease Agreement for Paratransit Vehicles between Escambia County and Innovative Transport and Logistics Solutions, LLC (ITL Solutions).

The Mass Transit department, during an FDOT audit, received a finding as to missing Title VI language in the lease Agreement. This action will satisfy the finding.

## BACKGROUND:

The Mass Transit department, during an FDOT audit received a finding as to missing Title VI language in the lease agreement. This action will satisfy the finding.

"A.6.1 - Title VI - Priority Finding 3: The Non-discrimination clauses are not included in the lease agreement as stated in the Title VI Plan." - Reference document ECAT Response plan for the 2019 FDOT Triennial on-site review; attached.

## BUDGETARY IMPACT:

N/A

## LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior County Attorney has reviewed as to form and legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Mass Transit Staff will co-ordinate with ITL Solutions to have this Amendment signed.

---

**Attachments**

Lease Amendment
Corrective Action Plan

---

**AEMNDMENT TO LEASE AGREEMENT FOR PARATRANSIT VEHICLES**

**THIS AMENDMENT TO THE 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") Innovative Transport and Logistics Solutions, LLC, a for-profit limited liability company authorized to conduct business in the State of Florida (hereinafter referred to as the "Operator"), FEI/EIN Number 27-3915111, with a principal address of 1902 West Gregory Street, Pensacola, FL 32502.

**WITNESSETH:**

**WHEREAS**, on or about December 14, 2017, the County previously entered into a Lease Agreement for Paratransit Vehicles with the Operator (hereinafter the “Agreement”); and

**WHEREAS,** the parties have agreed to amend the Agreement as provided herein; and

**WHEREAS**, as a result of said revision, the County finds it is in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the County and Operator agree to amend the Agreement as follows:

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

2. The Agreement is hereby amended to include the following provisions:

> Compliance with Regulations: The Operator shall comply with all applicable regulations regarding nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (“USDOT”) Title 49, C.F.R. Part 21, as amended (hereinafter the “Regulations”), which are incorporated by reference herein and made a part of this Agreement.
>
> Nondiscrimination: The Operator, with regard to the work performed during the Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion, or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Operator shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. The parties hereby agree that all other provisions of the Agreement, as previously amended, that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

4. The effective date of this Amendment shall be on the last date executed by the parties hereto.

5. This Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this

Agreement shall be in Escambia County, Florida.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Amendment on the respective dates under each signature:

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

By:_____
Lumon J. May, Chairman

Attest: Pam Childers
Clerk of the Circuit Court

Date: _____

BCC Approved: _____

By: _____
Deputy Clerk

**OPERATOR:**
**INNOVATIVE TRANSPORT & LOGISTICS SOLUTIONS, LLC**

By: _____

_____
Witness

Title: _____

Date: _____

_____
Witness

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 08-29-2019

# ECAT RESPONSE PLAN
# FOR
# THE 2019 FDOT TRIENNIAL ON-SITE REVIEW
# TRIENNIAL MAINTENANCE AUDIT
# BUS SYSTEM SAFETY AND SECURITY REVIEW

Submitted April 22, 2019

# Findings Summary Report

As a result of the desktop and on-site reviews conducted by TranSystems with Escambia County Area Transit the following findings were made:

## Section A – Triennial On-site Review and General Grant Requirements

### Findings

**A.2.1 – Coordinated Public Transit/Human Services Transportation Plan**

- **Priority Finding 4 – No Section 5310 Only Coordinating Agreement**
- The agency has not entered into a CTC agreement with the two Section 5310 only agencies in Escambia County as they indicated that they intended to do based upon the 5310 agencies receiving grant funding. Escambia County needs to enter into a CTC agreement with Pensacola Care – Pensacola Development Center and Capstone Adaptive Learning & Therapy Centers, Inc.

**Response**

*The CTC has spoked with the Commission for the Transportation Disadvantaged regarding the coordination agreements with the two 5310 only agencies that received funding from FDOT. Board approval is required to enter into a CTC agreement, consistent with the CTC Memorandum of Agreement with Pensacola Care – Pensacola Development Center and Capstone Adaptive Learning & Therapy Centers, Inc.*

*The Memorandum of Agreement (MOA) designating Escambia County Board of County Commissioners as the Community Transportation Coordination for Escambia County is set to expire on June 30, 2019. The Commission for Transportation Disadvantaged has submitted an extension agreement to extend the current MOA will be submitted at the BOCC Meeting on May 16, 2019. CTC Agreements with Pensacola Care and Capstone submit it for board approval at the BOCC Meeting on June 20, 2019.*

**A.3.1 – Equipment – General (non-vehicle or facility)**

- **Priority Finding 4 – Missing required elements for the equipment inventory**
- The agency is missing the following items on the equipment inventory: Source of the Property, Name of the Title Holder, Percentage of Federal Participation in the Cost of the Property and Use and Current Condition.

**Response**

*The updated equipment inventory list has been updated to include Funding source, Cost Center, Cost, Accumulated Depreciation. Please see Appendix A for the updated equipment inventory list.*

**A.6.1 – Title VI**

- **Priority Findings 3-4 – Title VI Plan Updates**
- Further notes within the Title VI were submitted to the agency and the findings are summarized here:
  - **Priority Finding 4:** The plan is required to be reviewed/updated annually but had only been notated once in the last 3 years that a review took place.
  - **Priority Finding 4:** The Notice to the Public on the website does not match the Notice to the Public in the plan or the Notice to the Public posted at the facility. The Notice to the Public should be consistent across all platforms.
  - **Priority Finding 4:** The Complaint Form in the Title VI plan is different from what is posted on the website.

- **Priority Finding 4:** The Notice to the Public, Complaint Procedures and Complaint Form all need to be translated into Spanish due to the county exceeding the required thresholds (Templates Provided).
- **Priority Finding 3:** The Non-discrimination clauses are not included in the lease agreement as stated in the Title VI Plan.
- **Priority Finding 3:** Distribution of Transit Amenities - Standards need to be set for the placement of transit amenities. The information contained in the plan does not meet the requirement.
- **Priority Finding 3:** Vehicle assignment refers to the process by which transit vehicles are placed into service in depots and on routes throughout the transit provider's system. Policies for vehicle assignment may be based on the age of the vehicle, where age would be a proxy for condition. For example, a transit provider could set a policy to assign vehicles to depots so that the age of the vehicles at each depot does not exceed the system-wide average.

**Response**

*The Escambia County Title VI Plan will be updated to address the findings to meet the requirements for:*

- *The Notice to the Public, Complaint Procedures, and Complaint Form- English and Spanish*
- *Distribution of Transit Amenities*
- *Vehicle Assignment Policy*

*The updated Title VI Plan is scheduled to be submitted to the Escambia County Area Transit Authority for approval at their May 2nd Meeting. Once approved, the updated documents will be loaded in TransCIP, posted on the website and all public access areas of the ECAT facility.*

*The CTC contracts with ITL Solutions, Inc. to operate its demand Response system. The Non-discrimination clauses are included in the Article IX- Civil Rights and Anti-Discrimination in the Agreement for Paratransit Services between Escambia County Commission and ITL Solutions.*

**A.6.9 – Reporting**

- **Priority Finding 4:**Of the crash files reviewed, one (1) was not reported to FDOT D3 within 24 hours as required.

***Response***

*Escambia County Area Transit's safety department is working closely with Escambia County Community Transportation (ECCT) to make sure that accidents or casualty's involving project vehicles are reported to FDOT within the 24-hour period and that the accidents are thoroughly investigated to include trends.*

## Section B – Triennial Maintenance Audit

### Findings

**Vehicle Safety Inspections**

- Numerous safety defects were found during the vehicle safety inspection. The trend of critical defects identified for vehicles 1443, 1446 and 1505 regarding emergency brakes not holding resulted in the vehicles' removal from service by an FDOT District Representative.

**Pre-Trip/Post-Trip Inspection**

- Defects identified during the on-site vehicle safety inspections were compared to deficiencies identified by drivers in the 14-day sample of pre-trip/post-trip inspections reviewed. This comparative analysis found some safety defects identified on site for the paratransit fleet that were not identified by drivers during their inspection of the same vehicles/components.
- Additionally, the sample of pre-trip/post-trip inspection forms for the paratransit fleet indicated some safety defects were identified by drivers but not reported to the ECAT maintenance department for repair. Completed pre-trip/post-trip inspection forms are filed and defects identified during the inspections are reported verbally to the ECAT maintenance department. This process is resulting in critical safety defects being identified by drivers but not consistently reported to the maintenance department for repair.

**Preventative Maintenance Inspections**

- During the file review, a pattern of unscheduled repeat repairs was identified related to regens and troubleshooting fault codes for vehicles equipped with clean diesel engines.

### Areas of Concern

**Vehicle Safety Inspections**

- Defect trends were identified regarding fire extinguishers/suppression systems not being inspected and maintained according to OEM and FDOT requirements.

**Annual Safety Inspections**

- ECAT does not document annual safety inspections according to the policies described in their maintenance plan. Although vehicles receive inspections throughout the year that include all of the components required for an annual safety inspection, many of the vehicle history files reviewed did not include an annual safety inspection as required.

### Recommendations

**Vehicle Safety Inspections**

- It is recommended that the remaining safety critical and sensitive defects identified in Table 2 be repaired immediately. All other remaining defects should be repaired as soon as possible. ECAT should also examine their current methods for inspecting emergency brakes to ensure the procedure meets or exceeds FDOT's minimum standards as described in the FDOT Preventative Maintenance Standards Manual – 4.1 Edition.
- It is recommended that fire extinguishers/suppression systems are inspected and maintained

according to OEM and FDOT requirements. This should include ensuring that fire extinguishers and suppression systems are inspected and tagged properly and receive maintenance services when systems discharge.

***Response:***

*The remaining critical safety defects have been repaired. Additionally, ECAT will implement procedures to comply with the recommendations regarding the inspection of emergency brakes and fire extinguisher/suppression systems. Full implementation of new procedures is expected to be complete by June 15, 2019. A copy of the new procedures will be provided to FDOT upon implementation.*

**Pre-Trip/Post-Trip Inspections**

- ECAT should ensure that pre-trip/post-trip vehicle components are inspected by drivers according to the procedures described in the FDOT PM Standards Manual – 4.1 Edition and defects are promptly addressed by maintenance personnel. This manual has been provided as supporting documentation. It is also recommended that policies be revised to ensure the ECAT maintenance department receives written notification of each defect identified during pre-trip/post-trip inspections of the paratransit fleet, so vehicles can be prioritized for timely repair. Documentation of these repairs should meet or exceed FDOT's minimum standards as described in the manual.

***Response:***

*Procedures have been implemented to ensure a daily review of all pre/post trip inspections of the Paratransit Fleet. Additionally, ECAT will introduce its electronic inspection reporting system to the Paratransit fleet, Full implementation of the electronic system (ZONAR) along with operator training is expected to be completed by July 1, 2019.*

**Preventative Maintenance Inspections**

- It is recommended that ECAT closely monitor their unscheduled maintenance activities to identify trends of repeat repairs. These instances should be further analyzed to determine root causes for the failures. It is also recommended that ECAT technicians receive additional maintenance training for their vehicles with clean diesel engines.

***Response:***

*ECAT will provide additional training for its technicians that is specifically designed to help identify repair trends and root causes. This training will take effect immediately and will be on-going with annual refresher training.*

**Annual Safety Inspections**

- It is recommended that ECAT either conduct separate annual safety inspections for each vehicle according to the policies described in their maintenance plan or they could designate their C-level inspections as their annual inspections each year. If C-level inspections are going to serve as the annual inspections, ECAT should update their maintenance plan to describe the new policy.

***Response:***

*Effective immediately, ECAT will begin conduction annual Safety Inspections. The safety inspection will be in addition the preventative maintenance inspections and will be recorded on a separate form. The ECAT Maintenance Manual will be updated to reflect this change.*

**Training**

- It is recommended that ECAT ensure that drivers receive refresher training related to conducting pre-trip/post-trip inspections.
- It is also recommended that ECAT provide additional maintenance training for technicians related to vehicles with clean diesel engines.

***Response:***

*ECAT is modifying its training curriculum to ensure that drivers receive refresher training on pre/post trip inspections at least twice a year. ECAT is also ensure that additional training for technicians is included in the modified training curriculum. This task will begin immediately and will be on-going.*

## Section C - Bus System Safety Program Plan (SSPP) and Bus System Security Program Plan (SPP) Review

### Findings

***(6)* Records Maintenance, Retention and Distribution *(Section 14-90.004(3), FAC)***

- Escambia County Area Transit must maintain notification and investigation reports, findings, causal factors, Response plans, supporting documents for Events and Incidents.

**Response**

*Escambia County Area Transit's SSPP has been updated to show that Escambia County HR Department conducts a level I background check and Escambia County Community Transportation conducts a level II background check. (Page 12 SSPP – Appendix C.)*
*Escambia County Area Transit has implemented a spreadsheet to track trends and analyze accidents and incidents. A sample of the spreadsheet is Appendix D.*

**(9) Event Investigation (Section 14-90.004(5), FAC)**

- Escambia Area County Transit does not address all the requirements for Event Investigation as outlined in Rule Chapter 14-90 as listed below:
  - Response plans are developed by the bus transit system that will identify planned actions and schedule for implementation
  - Bus transit system monitors and tracks the implementation and completion of each Response

**Response**

*Escambia County Area Transit has implemented a spreadsheet to track trends and analyze accidents and incidents in Appendix D. Each investigation will include a final report with a description of the investigation activity, causal factors and any Response plan. Escambia County Area Transit will reactivate the accident review/safety committee.*

***(10)* Medical Examinations for Bus System Transit Drivers *(Section 14-90.0041, FAC)***

- Reviewer was able to review files for the month of January 2019 which were found complaint. However, the remaining 35 months of review period files were not available.

**Response**

*Also, it was noted that files prior to October 2017 were missing, First Transit was the management company from April 2012 to September 30, 2017 at which time First Transit took those files stating they were proprietary.*

**(11) Operating and Driving Requirements**

- Escambia Area County Transit does not address all the Operating and Driving requirements as listed below:
  - Prohibitions for fueling buses in closed building or refueling while passengers are on-board
  - Requirement that buses shall not be left unattended with passengers aboard for longer than 15 minutes
  - Requirement that buses shall not to be left unattended in an unsafe condition with passengers aboard at any time

**Response**

*Escambia County Area Transit's SSPP has been updated to reflect these changes on pages 34-35, see Appendix C .*

### (14) Route Check

| | ECAT | Fixed Route | | | |
|---|---|---|---|---|---|
| | | | | | |
| **Date** | **Time** | **Operator** | **Bus #** | **Route** | **Comments** |
| 2/12/2019 | 3:00pm | UNK | #635 | Rt. 52 | Operator speeding, driving was not smooth |
| 2/12/2019 | 4:30pm | UNK | #0739 | Rt.63 | Cellphone usage while sitting in drivers seat, speeding |
| | | | | | driving with hands in the spokes of steering wheel, |
| | | | | | rolling railroad stops |
| | **ITL Solutions** | **Para Transit** | | | |
| **Date** | **Time** | **Operator** | **Bus #** | **Route** | **Comments** |
| | | | | | |
| 2/13/2019 | 12:07-2:00pm | UNK | #1446 | para | Excellent Operator |

**Response**

*These observation findings were immediately address with the operators involved.*

## Areas of Concern

### *(10)* Medical Examinations for Bus System Transit Drivers *(Section 14-90.0041, FAC)*

- Escambia Area County Transit SSPP stated they are using Rule Chapter Form 725-030-011. The onsite review revealed they are using Form MCSA 5976.

**Response**

*Escambia County Area Transit does use Medical Form 725-030-011 as stated in our SSPP (page 31) and Appendix E. however the clinic that we are using for our Physicals (Sacred Heart Urgent Care Clinic 6665 Pensacola Blvd. Pensacola, Florida) were using the form but were issuing the Medical Examiner's Certificate issued to driver for the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49) The Clinic has been notified to issue Medical Examination Certificate 725-030-11 to drivers.*

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16574** **County Administrator's Report 14. 7.**
**BCC Regular Meeting** **Technical/Public Service Consent**
**Meeting Date:** 10/03/2019
**Issue:** Amendment to Article XI Uniform Requirements - PD 16-17.068
**From:** TONYA ELLIS, Interim Director
**Organization:** Mass Transit
**CAO Approval:**

## RECOMMENDATION:
Recommendation Concerning Amendment to Article XI Uniform Requirements - PD 16-17.068 - Tonya Ellis, Interim Mass Transit Department Director

That the Board approve and authorize the chairman to sign the Amendment to the Agreement for Paratransit Transportation Services between Escambia County and Innovative Transport and Logistics Solutions, LLC.

During a recent Community Transportation Contractor (CTC) audit, upon inspection of the Contract with ITL Solutions, it was noted that the Contract did not contain the proper language concerning payment to sub-contractors. This Amendment will satisfy that finding.

## BACKGROUND:
During a recent Community Transportation Contractor (CTC) audit, upon inspection of the Contract with ITL Solutions, it was noted that the Contract did not contain the proper language concerning payment to sub-contractors. This Amendment will satisfy that finding.

## BUDGETARY IMPACT:
N/A

## LEGAL CONSIDERATIONS/SIGN-OFF:
Kristin Hual, Senior Assistant County Attorney has reviewed as to form and legal sufficiency.

## PERSONNEL:

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Mass Transit staff will co-ordinate with ITL Solutions to execute this amendment.

---

**Attachments**

Amendment
Audit Report

---

**AMENDMENT TO AGREEMENT FOR**
**PARATRANSIT TRANSPORTATION SERVICES (PD 16-17.068)**

**THIS AMENDMENT TO THE 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 Innovative Transport and Logistics Solutions, LLC, a for-profit limited liability company authorized to conduct business in the State of Florida (hereinafter referred to as the "Operator"), FEI/EIN Number 27-3915111, with a principal address of 1902 West Gregory Street, Pensacola, FL 32502.

**WITNESSETH:**

**WHEREAS**, on or about September 26, 2017, the County previously entered into an Agreement with Operator to provide paratransit transportation services PD 16-17.068 (hereinafter the “Agreement”); and

**WHEREAS,** the parties have agreed to amend the Agreement as provided herein; and

**WHEREAS**, as a result of said revision, the County finds it is in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the County and Operator agree to amend the Agreement as follows:

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

2. ARTICLE XI, Uniform Requirements, is hereby amended to include the following:

> 11.12 Late Payments by Operator to Subcontractors.
> When the Operator receives payment for contractual services, the Operator shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the Operator receives less than full payment, then the Operator shall be required to disburse only the funds received on a pro rata basis with the Operator, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the Operator without reasonable cause fails to make payments required by this section to subcontractors and suppliers within 7 working days after the receipt by the Operator of full or partial payment, the Operator shall pay to the subcontractors and suppliers a penalty in the amount of one-half of 1 percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this subsection may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against the Operator under the provisions of this section.

3. The parties hereby agree that all other provisions of the Agreement, as previously amended, that are not in conflict with the provisions of this Amendment shall remain in full force

and effect.

4. The effective date of this Amendment shall be on the last date executed by the parties hereto.

5. This Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Amendment on the respective dates under each signature:

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

By:_____
Lumon J. May, Chairman

Attest: Pam Childers
Clerk of the Circuit Court

BCC Approved: _____

By: _____
Deputy Clerk

**OPERATOR:**
**INNOVATIVE TRANSPORT & LOGISTICS SOLUTIONS, LLC**

By: _____

Title: _____

_____
Witness

Date: _____

_____
Witness

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 08-29-2019

# Independent Accountants' Report on Compliance Consulting Services

## 2017-2018 Compliance Monitoring Report

## Escambia County Board of County Commissioners, Escambia County Community Transportation Coordinator (CTC)

Thomas Howell Ferguson P.A.
*Certified Public Accountants*

**Compliance Consulting Services**
**Escambia County Board of County Commissioners,**
**Escambia County Community Transportation Coordinator (CTC)**
**2017-18 Compliance Monitoring Report**

## Contents

**Independent Accountants' Report** ..... 1

**Executive Summary** ..... 2

**Schedule of Findings** ..... 3

**Suggestions Letter** ..... 8

Thomas Howell Ferguson P.A.

*Certified Public Accountants*

May 8, 2019

Florida Commission for the Transportation Disadvantaged
Tallahassee, Florida

Escambia County Board of County Commissioners,
Escambia County Community Transportation Coordinator (CTC)
Pensacola

We have performed specific compliance consulting services as enumerated in FCTD's 2017-2018 monitoring tool. These services were contracted by the Florida Commission for the Transportation Disadvantaged (FCTD) to comply with its programmatic oversight and monitoring responsibilities related to:

- *Florida Statutes Chapter 427*
- *Florida Administrative Code Rule 41.2*
- *Florida Administrative Code Rule 14.90*
- *The Transportation Disadvantaged Service Plan (TDSP)*
- *The System Safety Program Plan (SSPP)*
- *The FCTD Memorandum of Agreement (MOA)*

These consulting services were conducted in accordance with the Statements on Standards for Consulting Services established by the American Institute of Certified Public Accountants. The sufficiency of the consulting services is solely the responsibility of FCTD. Consequently, we make no representations regarding the sufficiency of the consulting services performed, either for the purpose for which this report has been requested or for any other purpose.

On May 6, 2019, we visited Escambia County Board of County Commissioners, Escambia County Community Transportation Coordinator (CTC) and performed compliance consulting services as summarized in FCTD's 2017-18 compliance monitoring tool for the period of July 1, 2017 through June 30, 2018. The procedures performed and our related findings begin on page 2 of this report.

We were not engaged to and did not conduct an examination, the objective of which would be the expression of an opinion on the CTC's compliance with the statutes, plans, and agreements identified above. Accordingly, we do not express such an opinion.

This report is intended solely for the information and use of FCTD, the CTC governing board and management, and is not intended to be and should not be used by anyone other than these specified parties.

Thomas Howell Ferguson P.A.

Thomas Howell Ferguson P.A.
Tallahassee, Florida

**Escambia County Board of County Commissioners,**
**Escambia County Community Transportation Coordinator (CTC)**
**2017-18 Compliance Monitoring Report**

## Executive Summary

Organization Environment: Urban
Organization Type: Government
Network Type: Complete brokerage

### Findings

We performed specific compliance consulting services based on the detailed testing tasks identified in the FCTD's 2017-18 monitoring tool. Our procedures were performed using firm and professional standards. A summary of the testing categories used during this engagement and the related monitoring results are provided as follows:

| Monitoring Results/Issues | Prior Year Findings - Resolved | Prior Year Findings - Unresolved | Current Year Findings |
|---|---|---|---|
| General Information | - | - | 2 |
| Florida Statutes Chapter 427 | - | 1 | 3 |
| Florida Administrative Code Rule 41-2 | 2 | - | - |
| Florida Administrative Code Rule 14-90 | - | - | - |
| Internal Control Survey | - | - | - |
| Financial Activity Analysis | - | - | - |
| TD Rate Calculation | - | - | - |
| **TOTAL** | 2 | 1 | **5** |

Detailed information about these findings is provided in the following Schedule of Findings. If the CTC has current year findings, it must submit a Corrective Action Plan response to FCTD within 30 days of receipt of this report. If you have questions about the Corrective Action Plan process, please contact your FCTD Project Manager.

### Suggestions

Other matters or circumstances may have been noted by us as we completed the indicated monitoring tasks. Detailed information about these observations and our related suggestions is provided in the following Suggestions Letter. The suggestions resulting from our site visit are summarized as follows:

**Suggestion #1- Obtain and maintain documentation supporting the criteria upon which eligibility determinations are made.**

This correspondence, including all attachments, is intended solely for the information and use of the FCTD, CTC management, and the CTC's governing board and is not intended to be and should not be used by anyone other than these specified parties.

**Escambia County Board of County Commissioners,**
**Escambia County Community Transportation Coordinator (CTC)**
**2017-18 Compliance Monitoring Report**

**Schedule of Findings**

**Findings**

We performed specific compliance consulting services based on the detailed testing tasks list in FCTD's 2017-18 monitoring tool. The monitoring procedures performed included sufficient tests of details of transactions, file inspections, and inquiries (1) to determine the status of recommendations from the prior year monitoring visit(s) and (2) to adequately support the current year findings and recommendations. Detailed information for these items is disclosed in the following section of this report.

**Prior Year Findings**

**Finding #1 Escambia CTC 2016-17-001**
Florida Statutes Section 427

**Finding:** Per Florida Statutes, the CTC, in cooperation with the coordinating board and pursuant to criteria developed by the Florida Commission for the Transportation Disadvantaged (FCTD), must establish eligibility guidelines with regard to the recipients of non-sponsored transportation disadvantaged services that are purchased with Transportation Disadvantaged Trust Fund moneys. The CTC does have specific eligibility requirements which are used in the application process, and are documented within the Transportation Disadvantaged Service Plan (TDSP); however the CTC did not maintain documentation of the eligibility determination. During the invoice testing we noted that 11 out of the 30 trips we tested did not have rider applications on file determining eligibility. Additionally, the CTC was also not able to provide the original manifests used to determine billing which were maintained by the previous operator.

**Recommendation:** We recommend that the CTC review the files for every rider for which a TD funded trip is provided. Each rider should have a current application on file that documents the eligibility determination by which the ride was provided. If a rider is deemed to be ineligible, all invoices for the monitoring period should be reviewed to determine the amount of total billings to FCTD that were not eligible for FCTD funding. A list of riders identified and the amount billed should be compiled and provided to FCTD for resolution. Policies should also be developed to periodically update rider applications and document eligibility decisions. Finally, a policy should be developed for the CTC to internally monitor no less than quarterly compliance with eligibility decisions and documentation.

As more fully discussed in Finding 2016-17-003, the outsourcing of trips to a subcontracted operator does not relieve the CTC of its responsibility to provide trips to eligible riders and to maintain documentation that supports the CTC's eligibility determination. If the CTC is unable to provide documentation to evidence eligibility for billed trips, even if those records are maintained by another party, the CTC may be required to return all such billings to the FCTD.

**Status: Corrective Action has not been taken with respect to eligibility determination. See Finding CTC Escambia 2017-18-001**

**Escambia County Board of County Commissioners,**
**Escambia County Community Transportation Coordinator (CTC)**
**2017-18 Compliance Monitoring Report**

**Schedule of Findings**

**Finding #2 Escambia CTC 2016-17-002**
Florida Administrative Code Chapter 41-2

**Finding:** Per Chapter 41-2.006(2) of the Florida Administrative Code (F.A.C.), the CTC and any transportation operators from whom transportation service is purchased with local government, state or federal transportation disadvantaged funds, shall ensure the purchaser that their operations and services are in compliance with the safety requirements as specified in Section 341.061(2)(a), Florida Statutes, and Chapter 14- 90, F.A.C. We noted during the testing of driver files that five out of the 10 drivers selected for testing had expired driver physicals.

**Recommendation:** Drivers for which physicals are not current should not be permitted to operate vehicles until such time that their physical documentation is made current. Additionally, a control should be created to internally monitor expiration dates of driver physicals.

**Status: Corrective Action has been taken.**

**Finding #3 Escambia CTC 2016-17-003**
Florida Administrative Code 41.2.006(2)

**Finding:** The CTC, as primary recipient of FCTD funds, has the responsibility to monitor subcontracted operator's compliance with the FCTD Trip and Equipment Grant as well as other related statutes and rules. The CTC failed to monitor the subcontracted operator for Escambia County which caused the CTC to not be in compliance in eligibility, driver testing, and documentation retention.

**Recommendation:** We recommend the CTC perform monitoring procedures regarding trip documentation and rider eligibility on a monthly basis and continue such monitoring procedures until its next FCTD site visit has been completed, at which time the frequency of the monitoring procedures can be revisited. Monitoring procedures over subcontracted operator's compliance with driver safety and training should be performed no less than annually. Finally, the CTC should establish internal controls to ensure its compliance with the document retention requirements contained in the FCTD Trip and Equipment grant.

**Status: Corrective Action has been taken.**

**Escambia County Board of County Commissioners,**
**Escambia County Community Transportation Coordinator (CTC)**
**2017-18 Compliance Monitoring Report**

**Schedule of Findings**

**Current Year Findings – Monitoring Period = July 1, 2017 through June 30, 2018**

**Finding#1 Escambia CTC 2017-18-001**
Florida Statutes Chapter 427

**Finding:** Per Florida Statutes, the CTC, in cooperation with the coordinating board and pursuant to criteria developed by the FCTD, must establish eligibility guidelines with regard to the recipients of non-sponsored transportation disadvantaged services that are purchased with Transportation Disadvantaged Trust Fund moneys. The CTC does have specific eligibility requirements which are used in the application process and are documented within the Transportation Disadvantaged Service Plan (TDSP); During testing we noted that 1 out of the 30 riders did not have an application on file.

**Criteria:** Florida Statutes Section 427.0155 (7), FCTD Trip and Equipment Grant, the CTC's TDSP, F.A.C. 41-2.006 (4)(j)

**Cause:** The CTC did not obtain application determining rider eligibility.

**Effect:** Noncompliance with Florida Statutes Chapter 427.0155 (7) and the Escambia County TDSP

**Recommendation:** We recommend that the CTC ensure that all riders have current applications on file.

**Finding#2 Escambia CTC 2017-18-002**
Florida Statutes Chapter 427

**Finding:** Per Florida Statutes, the CTC, in cooperation with the coordinating board and pursuant to criteria developed by the FCTD, must establish eligibility guidelines with regard to the recipients of non-sponsored transportation disadvantaged services that are purchased with Transportation Disadvantaged Trust Fund moneys. The CTC does have specific eligibility requirements which are used in the application process and are documented within the Transportation Disadvantaged Service Plan (TDSP). Our procedures include recalculating the amount billed to TD for each trip selected for testing. During the invoice testing, we noted that the CTC was unable to provide trip manifests for two out of the 30 trips tested which resulted in not being able to ensure that trips billed were calculated correctly and actually occurred.

**Criteria:** Florida Statutes Section 427.0155 (7), FCTD Trip and Equipment Grant, the CTC's TDSP, F.A.C. 41-2.006 (4)(j)

**Cause:** The CTC was unable to provide the original manifests used to determine billing.

**Effect:** Noncompliance with Florida Statutes Section 427.0155 (7) and the Escambia County TDSP

**Schedule of Findings**

**Recommendation:** We recommend that the CTC review the files for every rider for which a TD funded trip is provided. Each rider should have a current application on file that documents the eligibility determination by which the ride was provided. If a rider is deemed to be ineligible, all invoices for the monitoring period should be reviewed to determine the amount of total billings to FCTD that were not eligible for FCTD funding. A list of riders identified and the amount billed should be compiled provided to FCTD for resolution.

**Finding#3 Escambia CTC 2017-18-003**
General Information

**Finding:** Per Florida Statute, the CTC in cooperation with the coordinating board and pursuant to criteria developed by the FCTD, shall only provide non-sponsored transportation disadvantaged services purchased with Transportation Disadvantaged Trust Fund monies. The CTC was unable to provide evidence as to why certain riders who were eligible under the ADA program were included within the Transportation Disadvantaged Trust Fund invoices. The monitor noted during the eligibility testing on five occurrences out of the 30 rides tested, that ADA trips billed within the FCTD invoices were incorrectly included due to the nature of the ride. These riders were classified under ADA eligibility according to the manifest as well as their application.

**Criteria:** Florida Statutes Chapter 427.0155 (7) and the CTC's Transportation Disadvantaged Service Plan (TDSP).

**Cause:** Per discussion with the CTC's transportation coordinator, the rides were overlooked when being included in the FCTD invoices. They are unaware currently of the number of occurrences that this has happened.

**Effect**: Noncompliance with Florida Statutes Chapter 427.0155 (7), and TDSP.

**Recommendation:** We recommend that the CTC develop internal controls to identify and separate ADA trips from TD trips invoiced to FCTD. A preventative measure should be developed to prevent incorrect billings from being included within the TD invoices. Invoices for the entire monitoring period should be reviewed to determine the extent of ADA trips incorrectly billed to FCTD. A list of such billings identified should be provided to FCTD for resolution.

**Finding#4 Escambia CTC 2017-18-004**
General Information

**Finding:** During our monitoring, we tested the contract with its sole operator ITL Solutions, to ensure that the contract was in compliance with the applicable state statutes and the FCTD Trip and Equipment Grant. Upon inspection of the contract it was noted that the contract did not contain the proper language concerning payment to sub-contractors.

**Criteria:** Florida Statutes Chapter 427.0155 (1) and FCTD Trip & Equipment Grant GOM39

**Cause:** The CTC lacks internal control over compliance with grant programs that would prevents such contracts from being executed when required language is missing.

**Effect:** Noncompliance with Florida Statutes Chapter 427.0155 (1) and CTD Grant Section 20.20

**Schedule of Findings**

**Recommendation:** THF recommends the CTC amend its contract with the subcontractor to include the required language. A copy of the amended contract should be provided to FCTD. Additionally, appropriate internal controls should be identified and implemented that would require the annual review and update of contract templates to be consistent with grant and statutory requirements.

**Finding #5 Escambia County CTC 2017-18-005**
Florida Statutes Chapter 427 Program

**Finding:** Per Florida Statutes, the CTC, in cooperation with the coordinating board and pursuant to criteria developed by the FCTD, must establish procedures and policies with regards to retaining supporting documentation used in the completion of the Annual Operating Report. The monitor noted the CTC was unable to provide accurate supporting documentation for the Annual Operating Report submitted to the FCTD covering the monitoring period.

**Criteria:** Florida Statutes Chapter 427.0155 and AOR Instructions

**Cause:** Lack of documentation as it pertains to the AOR.

**Effect:** Noncompliance with Florida Statutes Chapter 427.0155 and AOR Instructions

**Recommendation:** To ensure consistency in its preparation we recommend that documentation used to prepare the AOR be maintained along with documentation of any assumptions used to prepare them. Approved policies and procedures should include the source documents used to prepare the AOR, how such documentation will be maintained to support both documents, who will prepare the documents, who will review them for accuracy prior to submission to the FCTD, and how the preparer and reviewer will evidence their roles in the process (e.g. initial and date each document).

**Other Testing Categories:**

Florida Administrative Code Rule 41.2 – No findings were noted in the current monitoring period.

Florida Administrative Code Rule 14.90 – No findings were noted in the current monitoring period.

Internal Control Survey – No findings were noted in the current monitoring period.

Financial Activity Analysis – No findings were noted in the current monitoring period.

TD Rate Calculation – No findings were noted in the current monitoring period.

Thomas Howell Ferguson P.A.

*Certified Public Accountants*

**Suggestion Letter**

May 8, 2019

Florida Commission for the Transportation Disadvantaged
Tallahassee, Florida

Escambia County Board of County Commissioners,
Escambia County Community Transportation Coordinator (CTC)
Pensacola, Florida

In planning and performing the specific compliance consulting services for the Escambia County Community Transportation Coordinator (CTC) for the period July 1, 2017 through June 30, 2018, we considered the CTC's program activities, its operating model, and disclosed internal controls in order to complete the tasks identified in FCTD's monitoring tool and not to provide assurance on the entity's internal control.

However, during this monitoring engagement, we became aware of certain matters that are opportunities for strengthening internal control and/or operating efficiency. In our report dated May 8, 2019, we reported on CTC's instances of noncompliance with the types of compliance requirements that could have a significant effect on the state programs monitored by FCTD. This letter does not affect that report.

We recommend FCTD review the status of these comments during the next monitoring cycle. We have discussed these comments and suggestions with the CTC's Chief Executive Office. We would be pleased to discuss these comments, which are described below, in further detail at your convenience, to perform any additional study of these matters, or to assist you with implementation of the recommendations.

**Suggestions from 2017-18 Onsite Monitoring Visit**

**Suggestion #1 - Obtain and maintain documentation supporting the criteria upon which eligibility determinations are made**

We noted certain rider applications sampled and inspected during our monitoring visit that did not have accompanying documentation to support the criteria upon which the eligibility determination was made. The FCTD 2018-19 compliance supplement for CSFA #55.001, states that "…documentation which supports the eligibility determination shall be maintained by the recipient as part of the rider's eligibility file". We recommend that the CTC evaluate all rider applications to ensure such documentation exists to support the eligibility determination for all approved riders and their related trips billed to the FCTD. Lack of such required supporting documentation may result in the disallowance of the reimbursement of fees for any trips billed in relation to that applicant.

Thomas Howell Ferguson P.A.

Thomas Howell Ferguson P.A.
Tallahassee, Florida

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16825** **County Administrator's Report 14. 8.**
**BCC Regular Meeting** **Technical/Public Service Consent**
**Meeting Date:** 10/03/2019
**Issue:** Modification #1 to Subgrant Agreement Between the Division of Emergency Management and Escambia County
**From:** JOHN DOSH, Interim Director
**Organization:** Public Safety
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning Modification #1 to the Subgrant Agreement Between the Division of Emergency Management and Escambia County - John Dosh, Interim Public Safety Department Director

That the Board approve and authorize the County Administrator to sign Modification #1 to the Subgrant Agreement between the Division of Emergency Management and Escambia County, regarding Escambia County Fire Rescue's request to extend the Agreement for four months, ending December 31, 2019.

## BACKGROUND:

The State of Florida Division of Emergency Management distributes Grants for the sustainment of the State's Hazardous Materials Teams. The State issues these funds to counties as sub-recipients to be used for training and sustainment of those teams. Escambia County Fire Rescue has a Hazardous Materials Waste Team. The grant funds will be used to support the sustainment of the teams' equipment and training.

## BUDGETARY IMPACT:

Funding for the Contract is 100% Grant-funded, with no local match required. The budget funds have already been appropriated and will be expended for Hazmat training and equipment sustainment.

[Funding: Fund 110, Homeland Security Grant, Cost Center 330324]

## LEGAL CONSIDERATIONS/SIGN-OFF:

This Agreement has been reviewed by Senior Assistant County Attorney Kristin Hual and approved as to form and legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Board requires its approval of Agreements.

**IMPLEMENTATION/COORDINATION:**

Upon approval by the Board, this extension shall become effective for the expressed term.

---

**Attachments**

Modification #1

---

**MODIFICATION #1 TO SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND ESCAMBIA COUNTY**

This Modification is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Escambia County ("Recipient"), to modify Contract Number **19-DS-X1-01-27-01-128**, which began on September 11, 2018 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to Recipient under the State Homeland Security Grant program of **$51, 390.00**;

WHEREAS, the Agreement expired on August 31,2019; and,

WHEREAS, the Division and the Recipient desire to reinstate and extend the terms of the Agreement.

WHEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The agreement is hereby reinstated and extended as though it had never expired.

2. Paragraph 8 of the Agreement is hereby amended to read as follows:

   This Agreement shall begin upon execution by both parties and shall end on December 31, 2019, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement..

3. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

**RECIPIENT: ESCAMBIA COUNTY**

By: _____

Name and Title: Janice P. Gilley, County Administrator

Date: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 09-09-2019

**DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: **Jared Moskowitz, Director**

Date: _____

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16819** **County Administrator's Report 14. 9.**
**BCC Regular Meeting** **Technical/Public Service Consent**
**Meeting Date:** 10/03/2019
**Issue:** Schedule a Public Hearing to Consider the Vacation of a Portion of Opened Right-of-Way Known as Beulah Road
**From:** Joy Jones, Director
**Organization:** Engineering
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider the Vacation of a Portion of Opened Right-of-Way Known as Beulah Road - Joy Jones, P.E., Engineering Department Director

That the Board schedule a Public Hearing for November 7, 2019, at 5:32 p.m., to consider the Petition to Vacate a Portion of Opened Right-of-Way Known as Beulah Road, as petitioned by Pate Land Development, Inc., represented by its agent, Frank Fabre:

A. Authorize the scheduling of a Public Hearing for November 7, 2019, at 5:32 p.m., to consider the Petition to Vacate a Portion of Opened Right-of-Way Known as Beulah Road (0.6 acres, more or less), as petitioned by Pate Land Development, Inc., represented by its agent, Frank Fabre; and

B. Require the Petitioner to notify all property owners within a 1000 foot radius.

The real property mentioned in this Petition to Vacate is located in Commission District 1.

## BACKGROUND:

The Petitioner is requesting that the county vacate this portion of Beulah Road for a development planned for Hurst Hammock Road. Access to the development will be from Hurst Hammock Road. If the county agrees to vacate this portion of Beulah Road, the Petitioner will be able to more effectively plat the development. Beulah Road currently dead ends into their property. Residents will not be impacted by the vacation of this portion of Beulah Road.

County staff has reviewed this request and has no concerns. Improvements will be required to be reviewed by the County's Development Review Committee for any proposed development of the property.

Utility companies have been notified. There are no facilities in the requested vacation area. Gulf Power Company has no concerns but mentioned that the area in question is the end of a single-phase line that can be removed if needed. The Petitioner will need to contact Gulf Power to make arrangements for removal and must agree to allow 3 to 4 weeks to have the work completed.

**BUDGETARY IMPACT:**

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

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

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

**POLICY/REQUIREMENT FOR BOARD ACTION:**

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

**IMPLEMENTATION/COORDINATION:**

Once the Public Hearing has been scheduled, the Petitioner will be notified, the date and time will be advertised, and all owners of property within 1000 feet will be notified.

---

**Attachments**

Petition to Vacate Beulah Road

Aerial Map Beulah Road Vacation Request

---

# PETITION TO VACATE, ABANDON, AND CLOSE EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS OTHER PLACES USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF, TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.

Petitioner(s), hereby file this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as a portion of Right-of-Way known as Beulah Road.

in Escambia County, Florida, a copy of map thereto being attached hereto as Exhibit "A", and further states as follows:

1. That the Petitioner(s), Pate Land Development, Inc. presently ✓ own(s) ~~do/does not own~~ an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

DESCRIPTION
A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA
BEING MORE ACCURATELY DESCRIBED AS FOLLOWS:
COMMENCE AT A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 89°44' 46" EAST, ALONG THE NORTH LINE OF SAID QUARTER, FOR A DISTANCE OF 77.30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89%°44' 46" EAST ALONG THE NORTH LINE, FOR A DISTANCE OF 87.06 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 233.00 FEET; THENCE DEPARTING SAID NORTH LINE, PROCEED ALONG THE ARC OF SAID CURVE A DISTANCE OF 84.91 FEET THROUGH A CENTRAL ANGLE OF 20°52'47" EAST (CHORD BEARING SOUTH 22°56' 01" EAST; CHORD DISTANCE 84.44 FEET) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE PROCEED SOUTH 12°29' 38" EAST, FOR A DISTANCE OF 284.35 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE PROCEED ALONG THE ARC OF SAID CURVE A DISTANCE OF 206.70 FEET THROUGH A CENTRAL ANGLE OF 236°51' 41" (CHORD BEARING NORTH 74°03' 48" WEST, CHORD DISTANCE 87.94 FEET) TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE PROCEED ALONG THE ARC OF SAID CURVE A DISTANCE OF 24.81 FEET THROUGH A CENTRAL ANGLE OF 56°
51' 41" (CHORD BEARING NORTH 15°56' 12" EAST, CHORD DISTANCE 23.80 FEET) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE PROCEED NORTH 12°29' 38" WEST, FOR A DISTANCE OF 221.55 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 167.00 FEET; THENCE PROCEED ALONG THE ARC OF SAID CURVE A DISTANCE OF 109.10 FEET THROUGH A CENTRAL ANGLE OF 37°25' 47" (CHORD BEARING NORTH 31°12' 32" WEST, CHORD DISTANCE OF 107.17 FEET) TO THE POINT OF INTERSECTION WITH THE AFORESAID NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, ALSO BEING THE POINT OF BEGINNING.
CONTAINING 0.69 ACRES OF LAND MORE OR LESS.

SOUTHWEST QUARTER OF THE
SOUTHWEST QUARTER OF
SECTION 20, TOWNSHIP 1 SOUTH
RANGE 31 WEST, ESCAMBIA
COUNTY, FLORIDA
(PARCEL 3301)

2. That the Petitioner(s), Pate Land Development, Inc. desire(s) that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section(s) 20 Township 1 Range 31 West and recorded in OR 4112 PG 1684 of the public records of Escambia County, Florida.

3. That the portion of public road rights-of-way, alleyway, or other lands sought to be vacated, abandoned, and closed herein, is no longer needed to fulfill a public purpose.

August 3, 2017

THEREFORE, petitioner(s) request that the above described public road rights-of-way, alleyway, or other land be vacated, abandoned, and closed and that the Board of County Commissioners of Escambia County, Florida, surrender, renounce and disclaim any right of the County and the public in and to said public road rights-of-way, alleyway, or other land.

Petitioner acknowledges that:

Approval by the Board of County Commissioners of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land does not operate to confirm the vesting or return of title to the land in the petitioner or any other interested party. Any interested party who wishes to verify the title to land or the effect of the approval of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land should seek legal counsel.

Pate Land Development Inc.
Corporation of Company Name

Matthew Pate
Petitioner(s) Name

2204 Oxford Drive
Street Address

Pensacola FL
City State

850-777-1285
Phone Number

Frank Fabre, P.E., P.S.M
Agent's Name

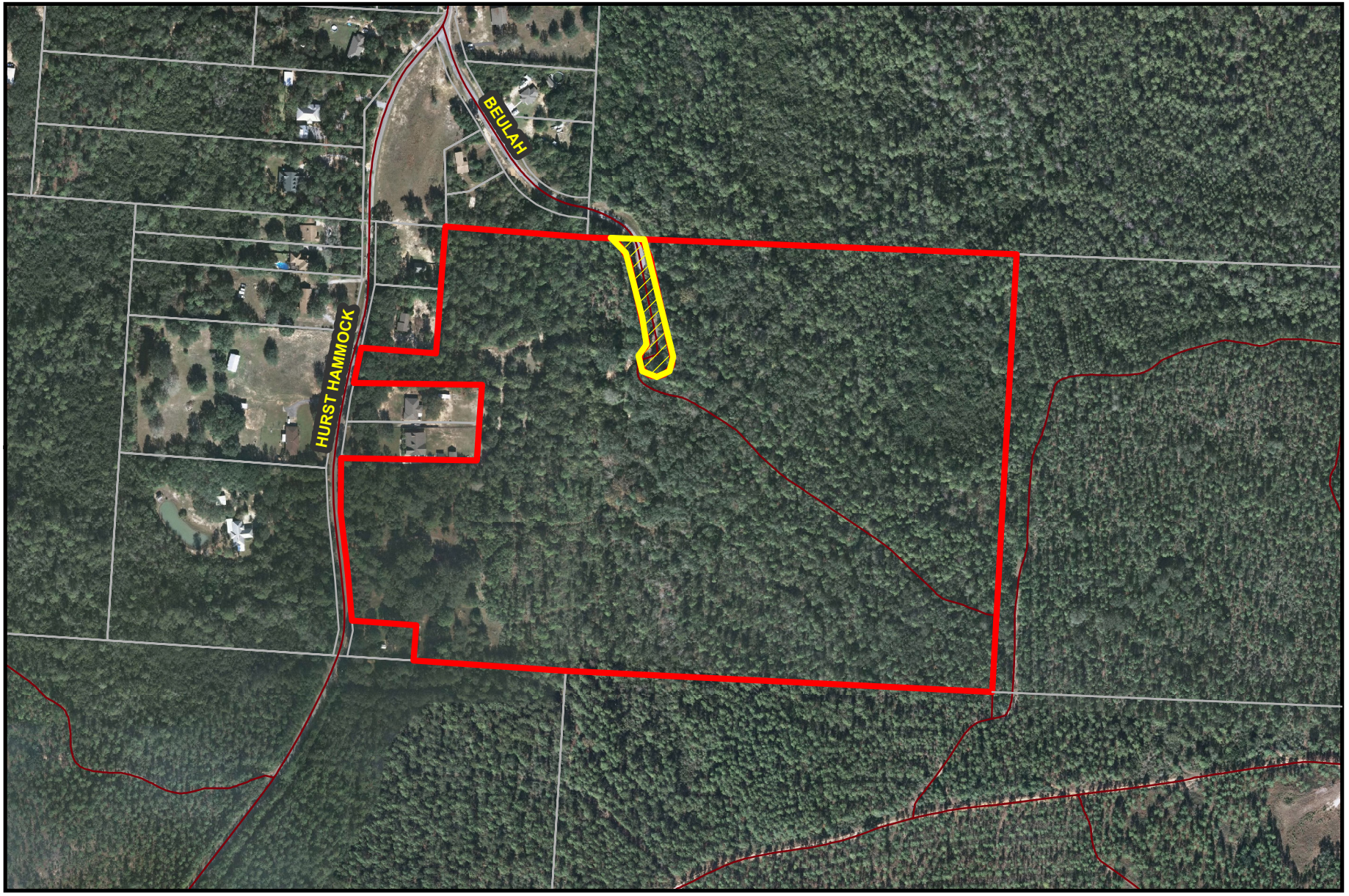
850-433-6438
Agent's Phone Number

3-1-2019
Date:

# REQUEST TO VACATE: A PORTION OF RIGHT-OF-WAY KNOWN AS BEULAH ROAD

## Petitioner: Pate Land Development, Inc.

## Agent: Frank Fabre, P.E., P.S.M.




ESCAMBIA COUNTY
ENGINEERING DIVISION

MLW 6/6/19 DISTRICT 1

N

2016
Aerial Photo

Petitioner's Property

Area To Be Vacated

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16872** **County Administrator's Report 14. 10.**
**BCC Regular Meeting** **Technical/Public Service Consent**
**Meeting Date:** 10/03/2019
**Issue:** Letters of Support - State Legislature
**From:** Joy Jones, Director
**Organization:** Engineering
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning Letters of Support for the State Legislature - Joy Jones, P.E., Engineering Department Director

That the Board authorize the Chairman to sign the following three letters of support:

A. Letter of Support to the Honorable Doug Broxson, Chair of the Escambia County Legislative Delegation, supporting the Department of Transportation's (FDOT) Fiscal Year 2020-2024 5-Year Work Program;

B. Letter of Support to the Honorable Doug Broxson, Chair of the Escambia County Legislative Delegation, supporting the funding of Transportation and Economic Related Grant Programs; and

C. Letter of Support to the Honorable Doug Broxson, Chair of the Escambia County Legislative Delegation, supporting Emerald Coast Utility Authority's (ECUA) Brownsville Septic to Sewer Expansion.

## BACKGROUND:

Following discussion with the Board at its September 12, 2019, Committee of the Whole meeting, staff recommends that the Board approve and authorize the Chairman to sign the following three Letters of Support:

A. Letter to the Honorable Doug Broxson, Chair of the Escambia County Legislative Delegation, to publicly support FDOT's Fiscal Year 2020-2024 5-Year Work Program. This Letter of Support acknowledges the Board's desire to strengthen its bond between FDOT, Escambia County, and its citizens. The Letter

of Support will publicly recognize the significant amount of resources (funding, cooperation, collaboration, etc.) that FDOT has provided for many years and plans to continue to provide in the current Work Program (approximately $420M) to Escambia County;

B. Letter to the Honorable Doug Broxson, Chair of the Escambia County Legislative Delegation, to publicly express to Senator Broxson and the delegation our appreciation for the various transportation and economic-related grant programs that are generously provided by the State of Florida. These grant programs benefit Escambia County in many ways (infrastructure improvements, economic development, environmental, quality of life enhancements, etc.). Escambia County continuously seeks and applies for funding opportunities for job creation projects. The County has been successful in securing financial assistance from many of the State's programs (including the Economic Development Transportation Fund (EDTF) which provides funding for portions of the ongoing Muscogee Road Freight Corridor Improvement Project and County Incentive Grant Program (CIGP) for Navy Boulevard Access Management and Beautification Project, etc.). The County hopes that the State will continue to provide these beneficial programs and that they will fund each program every year to the maximum amount allowed; and

C. Letter to the Honorable Doug Broxson, Chair of the Escambia County Legislative Delegation, supporting the Emerald Coast Utility Authority's (ECUA) Sewer Expansion Program, Phase I and II in the Brownsville Community. The Board desires to reduce nutrient loading from septic tanks into Bayou Chico. Bayou Chico has a state-approved Total Maximum Daily Load (TMDL) established for nutrients and bacteria. This ECUA project will help meet the requirement of the TMDL, and will help facilitate commercial redevelopment opportunities by making sewer available to over 50 commercially-zoned properties within the Brownsville community. Brownsville has a locally-established Community Redevelopment Area and this project will assist in meeting goals in the redevelopment process.

**BUDGETARY IMPACT:**

TBD

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The signing of these letters of support is at the discretion of the Board.

**IMPLEMENTATION/COORDINATION:**

Once approved and signed, staff will mail/distribute the signed letters to the appropriate individuals.

---

**Attachments**

5-Year Work Program Letter

Transportation and Economic Related Grant Programs Letter

Brownsville Septic to Sewer Expansion Letter

---

# BOARD OF COUNTY COMMISSIONERS
## ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh
District One

Douglas B. Underhill
District Two

Lumon May
District Three

Robert D. Bender
District Four

Steven Barry
District Five

221 Palafox Place, Suite 400
P. O. Box 1591
Pensacola, Florida 32591-1591

Telephone (850) 595-4902
Telefax (850) 595-4908

October 3, 2019

The Honorable Doug Broxson
418 West Garden Street
4th Floor, Room 403
Pensacola, FL 32502

RE: Florida Department of Transportation (FDOT) 5-Year Work Program – County Support

Dear Senator Broxson:

The Escambia County Board of County Commissioners (Board), at its Thursday, October 3, 2019 regular meeting, unanimously agreed to publicly support FDOT's Fiscal Year 2020-2024 5-Year Work Program. As Chair of the Escambia County Legislative delegation, we wanted you to be aware of this action.

The Board desires to strengthen its bond between FDOT, Escambia County and its citizenry, and to publicly recognize the significant amount of resources (funding, cooperation, collaboration, etc.) that FDOT has provided for many years and plans to continue to provide in its current Work Program (approximately $420M) to our County.

The Board thanks you and the other members of the delegation for your continued support and for funding the very important work plan. We also appreciate FDOT's past support and look forward to a continuing partnership with FDOT in District 3 that builds and improves infrastructure in Escambia County.

Sincerely,

Commissioner Lumon J. May, Chairman
Escambia County Board of County Commissioners

c: Representative Mike Hill, District 1
Representative Alex Andrade, District 2
Kevin Thibault, P.E., FDOT Secretary
Phillip Gainer, P.E., FDOT District 3

# BOARD OF COUNTY COMMISSIONERS
## ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh
District One

Douglas B. Underhill
District Two

Lumon May
District Three

Robert D. Bender
District Four

Steven Barry
District Five

221 Palafox Place, Suite 400
P. O. Box 1591
Pensacola, Florida 32591-1591

Telephone (850) 595-4902
Telefax (850) 595-4908

October 3, 2019

The Honorable Doug Broxson
418 West Garden Street
4th Floor, Room 403
Pensacola, FL 32502

RE: Support of Transportation and Economic Related Grant Programs

Dear Senator Broxson,

The Escambia County Board of County Commissioners (Board), at its Thursday, October 3, 2019 regular meeting, unanimously agreed to support funding various transportation and economic related grant programs (EDTF, CIGP, TRIP, etc.) that are provided by the State of Florida (State) as a top Legislative priority for the 2020 Session.

As the Delegation Chair, the Board expresses to you and the delegation their appreciation for the financial assistance opportunities offered by the State through grant programs that benefit Escambia County in many ways (i.e., infrastructure improvements, economic development, the environment, quality of life enhancements, etc.).

Escambia County continuously seeks and applies for funding opportunities for job creation projects. We have been successful in securing financial assistance from several of the State's programs (e.g. Economic Development Transportation Fund (EDTF) funding for portions of the ongoing Muscogee Road Freight Corridor Improvement Project, and County Incentive Grant Program (CIGP) funding for Navy Boulevard Access Management and Beautification Project, etc.). The Board encourages the State to continue to provide these beneficial programs and fund them during the 2020-21 fiscal year to the maximum amount allowed.

We look forward to continuing our partnership with the State of Florida on future projects and programs. Thank you for your support in advance of the upcoming Legislative session in which funding will be considered.

Sincerely,

Commissioner Lumon J. May, Chairman
Escambia County Board of County Commissioners

cc: Representative Mike Hill, District 1
Representative Alex Andrade, District 2

# BOARD OF COUNTY COMMISSIONERS
## ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh
District One

Douglas B. Underhill
District Two

Lumon May
District Three

Robert D. Bender
District Four

Steven Barry
District Five

221 Palafox Place, Suite 400
P. O. Box 1591
Pensacola, Florida 32591-1591

Telephone (850) 595-4902
Telefax (850) 595-4908

October 3, 2019

The Honorable Doug Broxson
418 West Garden Street
4th Floor, Room 403
Pensacola, FL 32502

RE: Brownsville Septic to Sewer Expansion – County Support

Dear Senator Broxson,

As Chairman of the Escambia County Legislative Delegation, we want to inform you of the following action taken by the Board at its Thursday, October 3, 2019 regular meeting. We unanimously agreed to support Emerald Coast Utilities Authority (ECUA) Sewer Expansion Program, Phase I and II in the Brownsville Community.

The Board desires to reduce nutrient loading from septic tanks into Bayou Chico. Bayou Chico has a state approved Total Maximum Daily Load (TMDL) established for nutrients and bacteria. This ECUA project will help meet the requirement of the TMDL. Additionally, this project will help facilitate commercial redevelopment opportunities through making sewer available to over 50 commercially zoned properties within the Brownsville community. Brownsville is a locally established Community Redevelopment Area and this project will assist in meeting goals in the redevelopment process.

The Board appreciates your and the delegation's efforts to support funding for this project in Brownsville. Through our long-standing partnership with ECUA we will also look for ways to continue reducing septic tank impacts on our waterway and improving infrastructure in Escambia County.

Thank you in advance for your consideration and efforts on behalf of our citizens.

Sincerely,

Commissioner Lumon J. May, Chairman
Escambia County Board of County Commissioners

c: Representative Mike Hill, District 1
Representative Alex Andrade, District 2
Noah Valenstein, Secretary Department of Environmental Protection
Lois Benson, Chair Emerald Coast Utilities Authority

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16837** **County Administrator's Report 14. 11.**
**BCC Regular Meeting** **Technical/Public Service Consent**
**Meeting Date:** 10/03/2019
**Issue:** Authorization for Acquisition of Real Property Located in the 7600 Block of Winodee Drive
**From:** Joy Jones, Director
**Organization:** Engineering
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning Authorization for the Acquisition of Real Property Located in the 7600 Block of Winodee Drive for the Natural Resources Department - Joy Jones, P.E., Engineering Department Director

That the Board take the following action to give further direction regarding the acquisition of real property located in the 7600 Block of Winodee Drive, owned by Gulf Timberlands, Inc.:

A. Authorize staff to make an offer to the property owner, Gulf Timberlands, Inc., for the real property located in the 7600 Block of Winodee Drive, totaling approximately 5.23 acres, for the appraised value of $72,700. Any counteroffer will be brought back before the Board for approval;

B. Authorize staff to draft the Contract for Sale and Purchase for the acquisition of real property (approximately 5.23 acres), located in the 7600 Block of Winodee Drive, and bring the executed Contract back before the Board; and

C. 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 (if the Contract is approved).

The real property is located in Commission District 4.

[Funding Source: Fund 352, LOST III, Cost Center 220102, NESD Capital Projects, Project 08NE0028, Environmentally Sensitive Lands]

**BACKGROUND:**

The development of a revitalization plan for Carpenter Creek and Bayou Texar is identified as a project in the 2017 RESTORE Act Multi-Year Implementation Plan (MYIP) for Escambia County Direct Component expenditures (Pot 1). The Board has already acquired a 7-acre parcel along Olive Road near the headwaters of Carpenter Creek for conservation, environmental restoration, and public recreation.

Staff was given direction by the Board on April 16, 2019, to evaluate another property for potential acquisition. This second 5.23-acre property is also located in the vicinity of the Carpenter Creek headwaters. The address of the property is listed as the 7600 block of Winodee Drive (19-1S-30-1401-000-000). A title search has been completed and an appraisal values the parcel at $72,700. This value was made with consideration of the existing wetlands on the parcel.

Approximately 50% of the property appears to be wetlands associated with Carpenter Creek. Potential public uses of the property include conservation, environmental restoration, and public recreation. County acquisition would support revitalization efforts for Carpenter Creek and Bayou Texar.

**BUDGETARY IMPACT:**

Funding for this project is available in Fund 352, LOST III, Cost Center 220102, NESD Capital Projects, Project 08NE0028, Environmentally Sensitive Lands.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

All documents will be reviewed by the County Attorney's Office for approval.

**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 Escambia County Code of Ordinances.

---

**Attachments**

Appraisal Summary_Winodee
Aerial Map-Winodee

# APPRAISAL REPORT

**PROPERTY**

±5.23-Acres Vacant Land

**LOCATION**

7600 block Winodee Drive
Pensacola, Florida 32514

**EFFECTIVE DATE OF VALUE**

June 10, 2019

**DATE OF REPORT**

June 20, 2019

**PREPARED FOR**

Escambia County Engineering Department
3363 West Park Place
Pensacola, Florida 32505

***Presley-McKenney & Associates, Inc.***
*Consultant & Real Estate Valuations*
*Post Office Box 329*
*Pensacola, Florida 32591-0329*

PRESLEY - McKENNEY & ASSOCIATES, INC.

Consultant & Real Estate Valuations
P.O. BOX 329, PENSACOLA, FLORIDA 32591-0329 • (850) 916-7066 • FAX (850) 916-2096

June 20, 2019

Escambia County Engineering Department
3363 West Park Place
Pensacola, Florida 32505

ATTN: Marcia L. Wieborg, Real Estate Acquisition Specialist

RE: Appraisal Report
±5.23-Acres Vacant Land
7600 block Winodee Drive, Pensacola, Florida

Dear Ms. Wieborg:

At your request, an inspection has been made of the referenced property for the purpose of estimating the market value. In compliance with the *Uniform Standards of Professional Appraisal Practice* (USPAP), this is an appraisal that has been prepared in an appraisal report format. Per the scope of work of the assignment, all applicable approaches to value are used; the value conclusion reflects all known information about the subject property, market conditions, and available data. It contains in summary the data, reasoning, and analyses that were used to develop the opinion of value. It also includes descriptions of the subject property, the property's locale, the market for the property type, and an opinion of highest and best use.

Market value will be defined in the following report, but basically assumes a willing buyer and seller, both knowledgeable of the subject real estate market and with the valuation at the property's highest and best use.

As is described within the body of this appraisal report, the subject property is a triangular-shaped, 5.23-acre parcel of vacant land, located at the end of Heirloom Drive north of U.S. Interstate Highway 10.

Escambia County Engineering Department
June 20, 2019
Page Two

Subject to the above and the limiting conditions and certification as set forth herein, it is our opinion that the market value as of the last date of inspection, June 10, 2019, is:

**SEVENTY-TWO THOUSAND SEVEN HUNDRED DOLLARS**

**$72,700**

The value indication of $72,700 is a current market value. At this value it is assumed that the exposure time is between twelve and eighteen months. It is also assumed that marketing is through someone knowledgeable of the property and the real estate market for this type property.

We hereby certify we have no interest, present or contemplated, in the appraised property. This appraisal has been prepared utilizing all of the requirements set forth as standards for real estate appraisals established for federally related transactions by the Comptroller of the Currency, the Federal Reserve Board, the Federal Deposit Insurance Corporation, and the State of Florida. The appraisal is in conformity with the standards for real estate appraisals as established by the Appraisal Foundation and its Appraisal Standards Board. The appraisal also conforms to the *Uniform Standards of Professional Appraisal Practice* (USPAP). The fee for this appraisal was not based on value nor was the assignment undertaken based on a pre-determined value or guaranteed loan amount.

We appreciate the opportunity of doing this work for you. After your review, should you have questions, please call.

Respectfully submitted,

**PRESLEY-McKENNEY & ASSOCIATES, INC.**

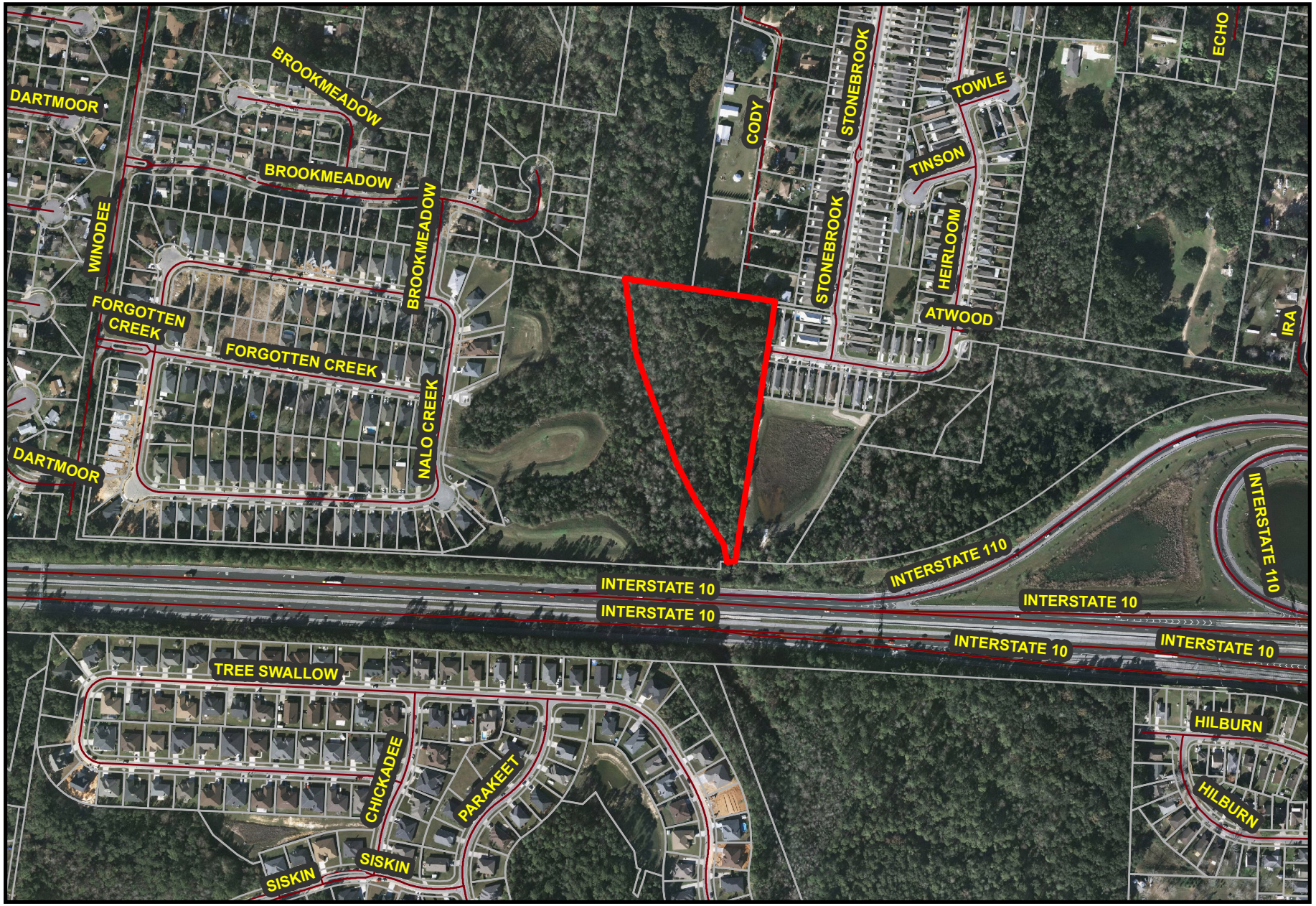
M. Eugene Presley
State-Certified General Real Estate Appraiser
#0000103

# AERIAL PHOTOGRAPH OF SUBJECT

# SUMMARY OF SALIENT FACTS

| | |
|---|---|
| **INTENDED USERS OF APPRAISAL:** | Escambia County Board of County Commissioners and the Engineering Department |
| **USE OF APPRAISAL:** | Establishment of market value in anticipation of offering to purchase the property. |
| **OWNER OF RECORD:** | Gulf Timberlands, Inc. |
| **DATE OF VALUE:** | June 10, 2019 |
| **INSPECTION DATE:** | June 10, 2019 |
| **REPORT DATE:** | June 20, 2019 |
| **PROPERTY RIGHTS APPRAISED:** | Fee simple. |
| **PARCEL ID:** | Tax Parcel #19-1S-30-1401-000-000 |
| **LOCATION:** | 7600 block Winodee Drive |
| **PHYSICAL LOCATION:** | End of Winodee Drive, north of U.S. Interstate Highway 10. |
| **CURRENT IMPROVEMENTS:** | None. |
| **HIGHEST AND BEST USE:** | Residential development. |
| **ESTIMATED EXPOSURE TIME:** | Twelve to eighteen months. |
| **OPINION OF MARKET VALUE:** | **$72,700** |

# Winodee Drive Property




ESCAMBIA COUNTY
ENGINEERING DIVISION

MLW 9/11/19 DISTRICT 4

2016
Aerial Photo

7600 Block of Winodee Drive

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16921** **County Administrator's Report 14. 12.**
**BCC Regular Meeting** **Technical/Public Service Consent**
**Meeting Date:** 10/03/2019
**Issue:** Request for Disposition of Property
**From:** Joy Jones, Director
**Organization:** Engineering
**CAO Approval:**

## RECOMMENDATION:
Recommendation Concerning the Request for Disposition of Property for the Engineering Department - Joy Jones, P.E., Engineering Department Director

That the Board approve the Request for Disposition of Property Form declaring the Pensacola Beach Fish Sign surplus and to be sold via Live Auction. The Request Form has been signed by all applicable authorities.

## BACKGROUND:
The Live Auction is to be held in the parking lot behind the Pensacola Beach Sheriff's Substation.

## BUDGETARY IMPACT:
N/A

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

## PERSONNEL:
N/A

## POLICY/REQUIREMENT FOR BOARD ACTION:
This Recommendation is in compliance with FS 274.07 and BCC Policy Section II, B-1, Procedures for Disposition of County Property.

## IMPLEMENTATION/COORDINATION:

Advertisement for the Live Auction will be coordinated through Community and Media Relations (CMR).

---

**Attachments**

Fish sign photo
Fish sign photo 2
Fish sign photo 3
Fish sign photo 4
Request of Disposition of Property Form

---

Pensacola
Beach

MOTELS · RESTAURANTS
Beaches
DRIVE EAST ALONG
GULF OF MEXICO

LIFEGUARD PARKING ONLY
SURF RESCUE
PENSACOLA BEACH
LIFEGUARD
LIFEGUARD

# REQUEST FOR DISPOSITION OF PROPERTY
# ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Engineering COST CENTER NO: _____

Joy Jones, P.E. DATE: October 3, 2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Joy Jones 9/25/19 Phone No: 850-595-3451

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

| TAG (Y / N) | PROPERTY NUMBER | DESCRIPTION OF ITEM | SERIAL NUMBER | MODEL | YEAR | CONDITION |
|---|---|---|---|---|---|---|
| N | N/A | Pensacola Beach Fish Sign | N/A | N/A | N/A | Old |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Disposal Comments: To be surplussed and sold via Live Auction.

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 9/25/19

FROM: Escambia County Department Director (Signature): Joy Jones

Director (Print Name): Joy Jones, P.E.

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: October 3, 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-16782** **County Administrator's Report 14. 1.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 10/03/2019
**Issue:** Residential Rehab Grant Program Funding and Lien Agreements
**From:** CLARA LONG, Acting Director
**Organization:** Neighborhood & Human Svcs
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board ratify the following October 3, 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 10 Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Richard S. and Christine A. Coulter, owners of residential property located at 1315 Mazurek Boulevard, Ensley Redevelopment District, each in the amount of $6,000, representing an in-kind match through the Ensley Tax Increment Financing (TIF), Fund 151, Cost Center 370119, replacement windows;

2. The Agreements between Escambia County CRA and Belinda E. Dansby, owner of residential property located at 428 Norris Avenue, Palafox Redevelopment District, each in the amount of $3,675, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 370115, central heating and air conversion;

3. The Agreements between Escambia County CRA and Robin E. Doyle, owner of residential property located at 210 West Sunset Avenue, Warrington Redevelopment District, each in the amount of $4,807, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement windows;

4. The Agreements between Escambia County CRA and Eliasberg, LLC, owner of residential property located at 2110 Eliasberg Avenue (2112), units 1 and 2, Warrington Redevelopment District, each in the amount of $4,150, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, total electrical rewiring upgrade;

5. The Agreements between Escambia County CRA and Eliasberg, LLC, owner of residential property located at 2114 Eliasberg Avenue, Warrington Redevelopment District, each in the amount of $2,075, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, total electrical rewiring upgrade;

6. The Agreements between Escambia County CRA and Eliasberg, LLC, owner of residential property located at 2201 Eliasberg Avenue, units 1 and 2, Warrington Redevelopment District, each in the amount of $4,150, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, total electrical rewiring upgrade;

7. The Agreements between Escambia County CRA and Ellen D. Lawrence, owner of residential property located at 1043 Meyer Way, Ensley Redevelopment District, each in the amount of $5,971, representing an in-kind match through the Ensley Tax Increment Financing (TIF), Fund 151, Cost Center 370119, replacement windows;

8. The Agreements between Escambia County CRA and Milan J. Smith, owner of residential property located at 7094 Kelvin Terrace, Oakfield Redevelopment District, each in the amount of $4,175, representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement windows;

9. The Agreements between Escambia County CRA and Linda J. Stark, owner of residential property located at 7091 Kelvin Terrace, Oakfield Redevelopment District, each in the amount of $3,950, representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, total electrical rewiring upgrade;

10. The Agreements between Escambia County CRA and Justin T. Williams, owner of residential property located at 6537 White Oak Drive, Oakfield Redevelopment District, each in the amount of $6,000, representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement windows; 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 October 3, 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. Richard S. and Christine A. Coulter, Ensley TIF, Cost Center 370119, in the amount of $6,000
2. Belinda E. Dansby, Palafox TIF, Cost Center 370115, in the amount of $3,675
3. Robin E. Doyle, Warrington TIF, Cost Center 370114, in the amount of $4,807
4. Eliasberg, LLC, Warrington TIF, Cost Center 370114, in the amount of $4,150
5. Eliasberg, LLC, Warrington TIF, Cost Center 370114, in the amount of $2,075
6. Eliasberg, LLC, Warrington TIF, Cost Center 370114, in the amount of $4,150
7. Ellen D. Lawrence, Ensley TIF, Cost Center 370119, in the amount of $5,971
8. Milan J. Smith, Oakfield TIF, Cost Center 370121, in the amount of $4,175
9. Linda J. Stark, Oakfield TIF, Cost Center 370121, in the amount of $3,950
10. Justin T. Williams, Oakfield TIF, Cost Center 370121, in the amount of $6,000

**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_Coulter_Oct2019
Agreements_Dansby_Oct2019
Agreements_Doyle_Oct2019
Agreements_Eliasberg_Oct2019
Agreements_Eliasberg_Oct2019
Agreements_Eliasberg_Oct2019
Agreements_Lawrence_Oct2019
Agreements_Smith_Oct2019
Agreements_Stark_Oct2019
Agreements_Williams_Oct2019

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY**
**RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this **3rd** day of **October 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Richard S. and Christine A. Coulter,** (the "Recipient(s)"), owner of residential property located at **1315 Mazurek Boulevard,** Pensacola, Florida, **32514**.

**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 **3rd** day of **October 2019**, and the Project shall be complete on or before the **3rd** day of **January 2020**, (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):*
Richard S. and Christine A. Coulter
1315 Mazurek Boulevard
Pensacola, FL 32514

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:**

Richard S. Coulter
**Richard S. Coulter, Property Owner**

Christine A Coulter
**Christine A. Coulter, Property Owner**

Approved as to form and legal sufficiency.
**By/Title:** _____
**Date:** 8/28/19

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of August, 2019 by Richard S. Coulter, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 30th day of August, 2019 by Christine A. Coulter, 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): **Richard S. and Christine A. Coulter**
Property Address: **1315 Mazurek Boulevard, Pensacola, Florida, 32514**

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. |
|---|---|---|
| **Richard S. Coulter and Christine A. Coulter Husband and Wife** | **1315 Mazurek Boulevard Pensacola, FL 32514** | **20-1S-30-2200-270-004** |

**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):**

Richard S. Coulter

**Richard S. Coulter, Property Owner**

Christine A Coulter

**Christine A. Coulter, Property Owner**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of August, 2019 by Richard S. Coulter, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 30th day of August, 2019 by Christine A. Coulter, 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: 8/29/19

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

Before (photo taken 8/29/19)

## Replacement windows

## 1315 Mazurek Boulevard – Richard S. and Christine A. Coulter

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY**
**RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this **3rd** day of **October 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Belinda E. Dansby,** (the "Recipient"), owner of residential property located at **428 Norris Avenue,** Pensacola, Florida, **32505**.

**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 **$3,675**, 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 **$3,675**, which shall be comprised of a cash contribution of **$3,675**.

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 **3rd** day of **October 2019**, and the Project shall be complete on or before the **3rd** day of **January 2020**, (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:*
Megan Polk
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

*Recipient:*
Belinda E. Dansby
428 Norris Avenue
Pensacola, Florida 32505

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:**

Belinda E. Dansby
**Belinda E. Dansby, Property Owner**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4th day of September, 2019 by Belinda E. Dansby, 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: 8/22/19

## EXHIBIT I

## RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Belinda E. Dansby**
Property Address: **428 Norris Avenue, Pensacola, Florida, 32505**

The "Project" includes the following improvement to the above referenced property:

**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. |
|---|---|---|
| **Belinda E. Dansby** | **428 Norris Avenue** | **09-2S-30-1300-000-006** |
| **An Unmarried Woman** | **Pensacola, Florida 32505** | |

**Total Amount of Lien** **$3,675**

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:

Belinda E. Dansby

**Belinda E. Dansby, Property Owner**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4th day of September, 2019 by Belinda E. Dansby, 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: 8/22/19

This instrument prepared by:
Megan Polk, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Before (taken 8/22/2019)

## Central Heat & Air System Conversion

## 428 Norris Avenue – Belinda E. Dansby

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY**
**RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this **3rd** day of **October 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Robin E. Doyle,** (the "Recipient"), owner of residential property located at **210 West Sunset 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 total amount of **$4,807**, 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 **$4,807**, which shall be comprised of a cash contribution of **$4,807**.

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 **3rd** day of **October 2019**, and the Project shall be complete on or before the **3rd** day of **January 2020**, (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:*
Robin E. Doyle
210 West Sunset 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:**

Robin E Doyle
**Robin E. Doyle, Property Owner**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6th day of September, 2019 by Robin E. Doyle, Property Owner. She (__) is personally known to me or (Y) 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: 9/5/19

## EXHIBIT I

## RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Robin E. Doyle**
Property Address: **210 West Sunset Avenue 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. |
|---|---|---|
| **Robin E. Doyle** | **210 West Sunset Avenue** | **50-2S-30-6090-266-013** |
| **A Single Woman** | **Pensacola, FL 32507** | |

**Total Amount of Lien** **$4,807**

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:**

Robin E. Doyle

**Robin E. Doyle, Property Owner**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6th day of September, 2019 by Robin E. Doyle, 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: 9/5/19

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

Before (photo taken 9/5/2019)

# Replacement windows

# 210 West Sunset Avenue – Robin E. Doyle

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY**
**RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this **3rd** day of **October 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Eliasberg, LLC,** (the "Recipient"), owner of residential property located at **2110 Eliasberg Avenue (2112), units 1 and 2,** 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 **$4,150**, 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 **$4,150**, which shall be comprised of a cash contribution of **$4,150**.

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 **3rd** day of **October 2019**, and the Project shall be complete on or before the **3rd** day of **January 2020**, (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:*
Eliasberg, LLC
4600 Mobile Highway #9-167
Pensacola, FL 32506

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: Eliasberg, LLC**

_____
**Jerrod Mink, Property Owner**

STATE OF ~~FLORIDA~~ MISSISSIPPI
COUNTY OF ~~ESCAMBIA~~ HARRISON

The foregoing instrument was acknowledged before me this 5 day of SEPTEMBER, 2019 by Jerrod Mink, Property Owner. He (__) is personally known to me or (___) has produced FL DL as identification.

(Notary Seal)

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 103473 JAYL L. GANNETT Commission Expires Sept. 17, 2020 HARRISON COUNTY

_____
Signature of Notary Public

JAYL L. GANNETT
Printed Name of Notary Public

Approved as to form and legal sufficiency.
By/Title: _____
Date: 9/30/19

## EXHIBIT I

## RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Eliasberg, LLC**
Property Address: **2110 Eliasberg Avenue (2112), units 1 and 2 Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Total electrical rewiring upgrade.**

**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. |
|---|---|---|
| **Eliasberg, LLC A Florida Limited Liability Company** | **2110 Eliasberg Avenue (2112) units 1 and 2 Pensacola, FL 32507** | **35-2S-31-1000-014-095** |

**Total Amount of Lien** **$4,150**

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: Eliasberg, LLC**

_____

**Jerrod Mink, Property Owner**

STATE OF ~~FLORIDA~~ MISSISSIPPI
COUNTY OF ~~ESCAMBIA~~ HARRISON

The foregoing instrument was acknowledged before me this 5 day of SEPTEMBER, 2019 by Jerrod Mink, Property Owner. He (__) is personally known to me or (___) has produced FL DL as identification.

(Notary Seal)

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 103473 JAY L. GANNETT Commission Expires Sept. 17, 2020 HARRISON COUNTY

_____

Signature of Notary Public

JAY L. GANNETT

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: 8/30/19

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

Before (photo taken 8/22/19)

## Total electrical rewiring upgrade

## 2110 Eliasberg Avenue (2112), units 1 and 2 – Eliasberg, LLC

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY**
**RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this **3rd** day of **October 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Eliasberg, LLC,** (the "Recipient"), owner of residential property located at **2114 Eliasberg 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 total amount of **$2,075**, 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 **$2,075**, which shall be comprised of a cash contribution of **$2,075**.

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 **3rd** day of **October 2019**, and the Project shall be complete on or before the **3rd** day of **January 2020**, (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:*
Eliasberg, LLC
4600 Mobile Highway #9-167
Pensacola, FL 32506

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: Eliasberg, LLC**

_____
**Jerrod Mink, Property Owner**

STATE OF ~~FLORIDA~~ MISSISSIPPI
COUNTY OF ~~ESCAMBIA~~ HARRISON

The foregoing instrument was acknowledged before me this 5 day of SEPTEMBER, 2019 by Jerrod Mink, Property Owner. He (__) is personally known to me or (___) has produced FL/DL as identification.

(Notary Seal)

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 103473 JAY L. GANNETT Commission Expires Sept. 17, 2020 HARRISON COUNTY

_____
Signature of Notary Public

JAY L. GANNETT
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: _____
Date: 8/30/19

## EXHIBIT I

## RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Eliasberg, LLC**
Property Address: **2114 Eliasberg Avenue Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Total electrical rewiring upgrade.**

**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. |
|---|---|---|
| **Eliasberg, LLC A Florida Limited Liability Company** | **2114 Eliasberg Avenue Pensacola, FL 32507** | **35-2S-31-1000-013-095** |

**Total Amount of Lien** **$2,075**

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: Eliasberg, LLC**

**Jerrod Mink, Property Owner**

STATE OF ~~FLORIDA~~ MISSISSIPPI
COUNTY OF ~~ESCAMBIA~~ HARRISON

The foregoing instrument was acknowledged before me this 5 day of SEPTEMBER, 2019 by Jerrod Mink, Property Owner. He (__) is personally known to me or (___) has produced FLDL as identification.

(Notary Seal)

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 103473 JAY L. GANNETT Commission Expires Sept. 17, 2020 HARRISON COUNTY

Signature of Notary Public

JAY L. GANNETT
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: 8/30/19

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

Before (photo taken 8/22/19)

# Total electrical rewiring upgrade

# 2114 Eliasberg Avenue – Eliasberg, LLC

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY**
**RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this **3rd** day of **October 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Eliasberg, LLC,** (the "Recipient"), owner of residential property located at **2201 Eliasberg Avenue, units 1&2,** 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 **$4,150**, 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 **$4,150**, which shall be comprised of a cash contribution of **$4,150**.

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 **3rd** day of **October 2019**, and the Project shall be complete on or before the **3rd** day of **January 2020**, (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:*
Eliasberg, LLC
4600 Mobile Highway #9-167
Pensacola, FL 32506

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: Eliasberg, LLC**

_____
**Jerrod Mink, Property Owner**

STATE OF ~~FLORIDA~~ MISSISSIPPI
COUNTY OF ~~ESCAMBIA~~ HARRISON

The foregoing instrument was acknowledged before me this 5 day of SEPTEMBER, 2019 by Jerrod Mink, Property Owner. He (__) is personally known to me or (___) has produced FL DL as identification.

_____
Signature of Notary Public

JAY L. GANNETT
Printed Name of Notary Public

(Notary Seal)

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 103473 JAY L. GANNETT Commission Expires Sept. 17, 2020 HARRISON COUNTY

Approved as to form and legal sufficiency.

By/Title: _____
Date: 8/30/19

## EXHIBIT I

## RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Eliasberg, LLC**
Property Address: **2201 Eliasberg Avenue, units 1&2 Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Total electrical rewiring upgrade.**

**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. |
|---|---|---|
| **Eliasberg, LLC** | **2201 Eliasberg Avenue** | **35-2S-31-1000-230-089** |
| **A Florida Limited** | **units 1 & 2** | |
| **Liability Company** | **Pensacola, FL 32507** | |

**Total Amount of Lien** **$4,150**

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: Eliasberg, LLC**

**Jerrod Mink, Property Owner**

STATE OF ~~FLORIDA~~ MISSISSIPPI
COUNTY OF ~~ESCAMBIA~~ ~~FLORIDA~~ HARRISON

The foregoing instrument was acknowledged before me this 5 day of SEPTEMBER 2019 by Jerrod Mink, Property Owner. He (__) is personally known to me or (___) has produced FL/DL as identification.

Signature of Notary Public

JAY L. GANNETT

Printed Name of Notary Public

(Notary Seal)

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 103473 JAY L. GANNETT Commission Expires Sept. 17, 2020 HARRISON COUNTY

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: 8/30/19

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

Before (photo taken 8/22/19)

## Total electrical rewiring upgrade

## 2201 Eliasberg Avenue, units 1&2 – Eliasberg, LLC

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY**
**RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this **3rd** day of **October 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Ellen D. Lawrence,** (the "Recipient"), owner of residential property located at **1043 Meyer Way,** Pensacola, Florida, **32514**.

**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 **$5,971**, 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 **$5,971**, which shall be comprised of a cash contribution of **$5,971**.

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 **3rd** day of **October 2019**, and the Project shall be complete on or before the **3rd** day of **January 2020**, (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:*
Ellen D. Lawrence
1043 Meyer Way
Pensacola, FL 32514

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:**

Ellen D. Lawrence
**Ellen D. Lawrence, Property Owner**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of August, 2019 by Ellen D. Lawrence, 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: 8/29/19

## EXHIBIT I

## RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Ellen D. Lawrence**
Property Address: **1043 Meyer Way Pensacola, Florida, 32514**

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. |
|---|---|---|
| **Ellen D. Lawrence**<br>**A Single Woman** | **1043 Meyer Way**<br>**Pensacola, FL 32514** | **20-1S-30-2200-270-001** |

**Total Amount of Lien** **$5,971**

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:**

Ellen D. Lawrence

**Ellen D. Lawrence, Property Owner**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of August, 2019 by Ellen D. Lawrence, 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: 8/23/19

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

Before (photo taken 8/29/19)

# Replacement windows

# 1043 Meyer Way – Ellen D. Lawrence

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY**
**RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this **3rd** day of **October 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Milan J. Smith** (the "Recipient"), owner of residential property located at **7094 Kelvin Terrace,** Pensacola, Florida, **32503**.

**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 **$4,175**, 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 **$4,175** which shall be comprised of a cash contribution of **$4,175**.

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 **3rd** day of **October 2019**, and the Project shall be complete on or before the **3rd** day of **January 2020**, (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
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

*Recipient:*
Milan J. Smith
7094 Kelvin Terrace
Pensacola, FL 32503

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:**

Milan J. Smith
**Milan J. Smith, Property Owner**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 3RD day of September, 2019 by Milan J. Smith, Property Owner. He (__) is personally known to me or (✓) has produced FL DL exp. 9-2826 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: 8/28/19

## EXHIBIT I

## RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Milan J. Smith**
Property Address: **7094 Kelvin Terrace, Pensacola, Florida, 32503**

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. |
|---|---|---|
| **Milan J. Smith A Widowed and Unmarried Man** | **7094 Kelvin Terrace Pensacola, FL 32503** | **28-1S-30-2000-019-001** |

**Total Amount of Lien** **$4,175**

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:**

Milan J. Smith

**Milan J. Smith, Property Owner**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 3RD day of September, 2019 by Milan J. Smith, Property Owner. He (__) is personally known to me or (✓) has produced FL DL exp. 9-28-24 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: 8/25/19

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Before (taken 8/22/2019)

# Replacement Windows

# 7094 Kelvin Terrace – Milan J. Smith

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY**
**RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this **3rd** day of **October 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Linda J. Stark** (the "Recipient"), owner of residential property located at **7091 Kelvin Terrace,** Pensacola, Florida, **32503**.

**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 **$3,950**, 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 **$3,950** which shall be comprised of a cash contribution of **$3,950**.

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 **3rd** day of **October 2019**, and the Project shall be complete on or before the **3rd** day of **January 2020**, (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
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

*Recipient:*
Linda J. Stark
7091 Kelvin Terrace
Pensacola, FL 32503

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:**

Linda J Stark
**Linda J. Stark, Property Owner**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of August, 2019 by Linda J. Stark, Property Owner. She (__) is personally known to me or (✓) has produced FL DL exp. 4-20-21 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: [illegible]
Date: 8/22/19

## EXHIBIT I

## RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Linda J. Stark**
Property Address: **7091 Kelvin Terrace, Pensacola, Florida, 32503**

The "Project" includes the following improvement to the above referenced property:

**Total Electrical Rewiring Upgrade**

**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. |
|---|---|---|
| **Linda J. Stark** | **7091 Kelvin Terrace** | **28-1S-30-2000-016-001** |
| **A Single Woman** | **Pensacola, FL 32503** | |

**Total Amount of Lien** **$3,950**

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:**

Linda J. Stark

**Linda J. Stark, Property Owner**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of August, 2019 by Linda J. Stark, Property Owner. She (__) is personally known to me or (✓) has produced FLDL exp. 4-20-21 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: [signature]
Date: 8/22/19

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Before (taken 8/22/2019)

# Total Electrical Rewiring Upgrade

# 7091 Kelvin Terrace – Linda J. Stark

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY**
**RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this **3rd** day of **October 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Justin T. Williams** (the "Recipient"), owner of residential property located at **6537 White Oak Drive,** Pensacola, Florida, **32503**.

**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 **3rd** day of **October 2019**, and the Project shall be complete on or before the **3rd** day of **January 2020**, (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
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

*Recipient:*
Justin T. Williams
6537 White Oak Drive
Pensacola, FL 32503

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:**

_____
**Justin T. Williams, Property Owner**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of August, 2019 by Justin T. Williams, Property Owner. He (__) is personally known to me or (✓) has produced FL DL exp. 10-6-20 as identification.

_____
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: 8/15/19

## EXHIBIT I

## RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Justin T. Williams**
Property Address: **6537 White Oak Drive, Pensacola, Florida, 32503**

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. |
|---|---|---|
| **Justin T. Williams** | **6537 White Oak Drive** | **28-1S-30-4100-060-002** |
| **A Single Man** | **Pensacola, FL 32503** | |

**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:**

**Justin T. Williams, Property Owner**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of August, 2019 by Justin T. Williams, Property Owner. He (__) is personally known to me or (✓) has produced FL DL exp. D-6-20 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: _____
**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: 8/15/19

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Before (taken 8/19/2019)

# Replacement Windows

# 6537 White Oak Drive – Justin T. Williams

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16784** **County Administrator's Report 14. 2.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 10/03/2019
**Issue:** Cancellation of Residential Rehab Grant Program Liens
**From:** CLARA LONG, Acting Director
**Organization:** Neighborhood & Human Svcs
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning the Cancellation of Residential Rehab Grant Program Liens - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board ratify the following October 3, 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 four 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 |
|---|---|---|
| Eulaine Adams | 3402 West Hernandez Street | $2,470 |
| Paula Benson | Redacted pursuant to Section 119.071(4)(d), Florida Statutes | $2,842 |
| Timothy C. Hines | 1216 Poppy Avenue | $2,675 |
| Debra A. Lee | 1018 Polk Avenue | $2,739 |

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_Adams_October2019
LienCX_Benson_October2019
LienCX_Hines_October2019
LienCX_Lee_October2019

---

**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 **$2,470** executed by **Eulaine Adams**, and recorded in Official Record Book **7894** at page **273**, 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: 8/12/15

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

**Escambia County**
**Clerk's Original**

CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018033964 5/2/2018 3:14 PM
OFF REC BK: 7894 PG: 273 Doc Type: L
Recording $18.50

4/17/2018 (AR II-1 (8)

**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. |
|---|---|---|
| **Eulaine Adams** | **3402 West Hernandez Street Pensacola, FL 32505** | **16-2S-30-4900-011-004** |

**Total Amount of Lien** **$2,470**

Date: 4/18/2018 Verified By: D. Allen

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:**

Eulaine Adams

**Eulaine Adams, Property Owner**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13th day of March, 2018 by Eulaine Adams, 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: _____

**Jeff Bergosh, Chairman**

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

SEAL

Date Executed: 4/17/2018

BCC Approved: 04-17-2018

**Approved as to form and legal sufficiency.**

**By/Title:**

**Date:** 3/8/18

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

Englewood District

Eulaine Adams

3402 West Hernandez Street

**Replacement Roof**

Project Total $4,940

Grant Total $2,470

**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 **$2,842** executed by **Paula Benson**, and recorded in Official Record Book **7894** at page **269**, 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: 8/12/19

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 (14-B)

**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. |
|---|---|---|
| **Paula Benson** | **Redacted pursuant to Section 119.071(4)(d), Florida Statutes** | **18-2S-30-6000-081-034** |

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018033962 5/2/2018 3:14 PM
OFF REC BK: 7894 PG: 269 Doc Type: L
Recording $18.50

Date: 12/4/2017 Verified By:

**Total Amount of Lien** **$2,842**

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:**

**Paula Benson, Property Owner**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st day of November, 2017 by Paula Benson, Property Owner. She ( ) is personally known to me or (X) has produced FL Drivers license as identification.

Notary Public State of Florida
Nicholas W Jordan
My Commission GG 149153
Expires 10/08/2021

(Notary Seal)

Signature of Notary Public

Nicholas Jordan
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

Deputy Clerk

Date Executed: 11/30/2017

BCC Approved: 11-30-2017

**Approved as to form and legal sufficiency.**

**By/Title:**

**Date:** 10/31/17

This instrument prepared by:
Nick Jordan, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Before

Englewood District

Paula Benson

Address redacted pursuant to Section 119.071(4)(d), Florida Statutes

**Replacement Windows**

Project Total $5,684

Grant Total $2,842

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 **$2,675** executed by **Timothy C. Hines**, and recorded in Official Record Book **7907** at page **1980**, 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: 8/12/19

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

**Escambia County**
**Clerk's Original**

4/17/2018 CAB II-1 (3)

**Escambia County Community Redevelopment Agency**
**Residential Rehab Grant Program**
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018041639 5/30/2018 10:02 AM
OFF REC BK: 7907 PG: 1980 Doc Type: L
Recording $18.50

## Lien Agreement

| Applicant Name(s) | Address of Property | Property Reference No. |
|---|---|---|
| **Timothy C. Hines** | **1216 Poppy Avenue Pensacola, FL 32507** | **50-2S-30-5000-180-013** |

Date: 4/18/2018 Verified By:

**Total Amount of Lien** **$2,675**

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): Timothy C. Hines, Trustee for Timothy C. Hines Revocable Living Trust**

**Timothy C. Hines, Property Owner**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of February, 2018 by Timothy C. Hines, Property Owner. He (__) is personally known to me or (✓) has produced FL DL 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: _____
**Jeff Bergosh, Chairman**

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

SEAL

By: _____ Deputy Clerk

Date Executed: 4/17/2018

BCC Approved: 04-17-2018

This instrument prepared by:
Sherry Duffey, 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: 2/16/18

Barrancas District

Timothy C. Hines

1216 Poppy Avenue

**Replacement Roof**

Project Total $5,350

Grant Total $2,675

**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 **$2,739** executed by **Debra A. Lee,** and recorded in Official Record Book **7907** at page **1984**, 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: 8/12/19

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

**Escambia County**
**Clerk's Original**

4/17/2018 CAR II-1 (7)

**Escambia County Community Redevelopment Agency**
**Residential Rehab Grant Program**
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018041641 5/30/2018 10:02 AM
OFF REC BK: 7907 PG: 1984 Doc Type: L
Recording $18.50

## Lien Agreement

| Applicant Name | Address of Property | Property Reference No. |
|---|---|---|
| **Debra A. Lee** | **1018 Polk Avenue**<br>**Pensacola, FL 32507** | **35-2S-31-1000-005-129** |

Date: 4/18/2018 Verified By:

**Total Amount of Lien** **$2,739**

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:**

**Debra A. Lee, Property Owner**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13th day of March, 2018 by Debra A. Lee, 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: _____
**Jeff Bergosh, Chairman**

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

SEAL

Date Executed: 4/17/2018

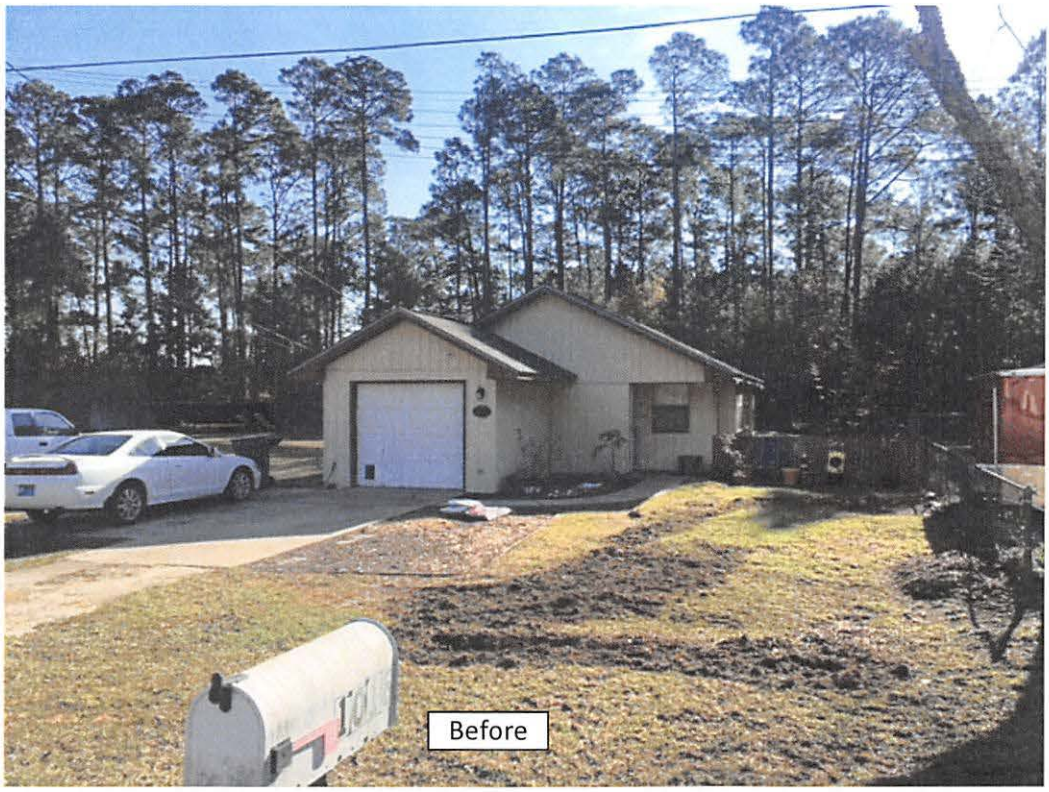
BCC Approved: 04-17-2018

Approved as to form and legal sufficiency.

By/Title: _____

Date: 3/12/18

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




Warrington District

Debra A. Lee

1018 Polk Avenue

**Replacement Windows**

Project Total $5,478

Grant Total $2,739

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16888** **County Administrator's Report 14. 3.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 10/03/2019
**Issue:** Title Clearance Services Program Agreement with Legal Services of North Florida, Inc.
**From:** CLARA LONG, Acting Director
**Organization:** Neighborhood & Human Svcs
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning the Title Clearance Services Program Agreement with Legal Services of North Florida, Inc. - Clara Long, Interim Neighborhood & Human Services Department Director

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

A. Approve the Title Clearance Services Program Agreement between Escambia County and Legal Services of North Florida, Inc. (LSNF), in the amount of $60,000; and

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

[Funding: Fund 129/2019 CDBG, Cost Center 370234]

## BACKGROUND:

Clouded titles and heir properties are detrimental to the community, often resulting in substandard or deteriorating housing stock since heirs cannot access financing to improve the property nor can the property be sold. Families may eventually lose the properties to code/nuisance abatement liens contributing to blighted vacant properties and structures. Legal Services of North Florida (LSNF) has held multiple legal clinics and developed educational materials devoted to the importance of clear title. LSNF staff also holds office hours in the north end of the County to provide access to services for residents. Clear title is a requirement for

assistance through the County's State Housing Initiatives Partnership (SHIP), Community Development Block Grant (CDBG), and HOME Investment Partnership Program (HOME) repair programs.

On August 3, 2019, the Board approved a line item for a Title Clearance Program as a Public Service element using CDBG funding (see Exhibit I) under the County Annual Plan. This contract continues the prior year agreement with LSNF.

Funds will support legal services to clear title for a minimum of 15 low or moderate income clients (estimating 25 cases to accomplish) in order to remove barriers to their ability to improve or maintain their properties, by becoming eligible for traditional financing or County/City rehabilitation programs. Cases may include probate, quiet title, bankruptcy and tax disputes and will allow clients to gain and maintain ownership of their homes or properties. Preference is to be given to clients with improved properties. In addition to direct client services, a community education component will be provided to include a minimum of three outreach events.

**BUDGETARY IMPACT:**

Funding for this project is budgeted in Fund 129/CDBG, Cost Center 370234.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Agreement (Exhibit II) has been reviewed and approved by Kristin Hual, Senior Assistant County Attorney.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

CDBG funding requires an Agreement to be approved by the Board.

**IMPLEMENTATION/COORDINATION:**

Neighborhood Enterprise Division (NED) will oversee the implementation of this project in conjunction with LSNF.

---

**Attachments**

Ex I-BCC HUD Plan Approval

Ex II-CDBG LSNF 2019 Agreement

---

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

4. Recommendation: That the Board take the following action concerning the Escambia Consortium Florida 2019 Annual Action Plan:

   A. Approve the Escambia Consortium Florida 2019 Annual Action Plan for Housing and Community Development, detailing the use of 2019 Community Development Block Grant (CDBG) funds, in the amount of $1,434,463, and 2019 HOME Investment Partnerships Program (HOME) funds, in the amount of $1,094,533; and

   B. Authorize the County Administrator to execute all Escambia Consortium Florida 2019 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the United States Department of Housing and Urban Development (HUD), and authorize the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2019 CDBG and 2019 HOME Programs.

   [Funding: Fund 129/CDBG, Cost Centers 370234 and 370235; Fund 147/HOME, Cost Center 370271]

| |
|---|
| **Motion:** Move the balance in the affirmative<br>**For Information:** The "balance" refers to Items 2 through 18. |
| **Made by:** Commissioner Underhill<br>**Seconded by:** Commissioner Bergosh |
| **Disposition:** Carried unanimously |

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

   A. Approve the Memorandum of Understanding between the School Board of Escambia County, Florida, and Escambia County, Florida that provides for vocational training of incarcerated adult students located at the Escambia County Work Annex, for a not to exceed amount of $56,547.50 ($31,547.50 for full time vocational instructor, $5,000 for part time certified testing administrator, and $20,000 for materials, equipment and supplies); and

   B. Authorize the Chairman to execute the Agreement.

(Continued on Page 21)

**PUBLIC NOTICE**
**ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY**

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton, Florida, have drafted the 2019/2020 Annual Housing and Community Development Plan for the period October 1, 2019 - September 30, 2020. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the Consortium's 2019/2020 Annual Action Plan for the utilization of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), Public Housing Grant Programs, and other HUD programs designed to address housing and community development needs. The major priorities include: rehabilitation of rental and homeowner occupied substandard housing units for families with incomes between 0-80% of the area median income; new construction, homebuyer assistance, and acquisition/rehabilitation activities in support of the provision of affordable housing for families with incomes primarily between 50-80% of median; expansion of below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or construction; support of activities leading to the development of housing for persons with special needs; supportive services addressing the special needs of the elderly, handicapped, and homeless or near homeless; redevelopment activities within designated areas of slum and blight; and targeted community development public facility and improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels throughout the respective jurisdictions to the extent that such availability is not limited by Federal or State Regulations and/or financial resources. The draft 2019 Annual Action Plan is available for public review at the following Pensacola and Milton locations between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.

City of Pensacola
Housing Division
420 West Chase Street
Pensacola, Florida
(Closed on Fridays)

Escambia County
Neighborhood Enterprise Division
Suite 200
221 Palafox Place
Pensacola, Florida

Housing Programs Office
Santa Rosa County Public Services Complex
6051 Old Bagdad Highway
Milton, Florida

**ESCAMBIA CONSORTIUM, FLORIDA**
**ANNUAL ACTION PLAN SUMMARY**
**(October 1, 2019 - September 30, 2020)**

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development (HUD) for Program Year 2019 Community Development Block Grant (CDBG) and HOME Investment Partnerships Act (HOME) funding which is detailed as follows.

# ESCAMBIA COUNTY

**2019-2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**
**PROPOSED BUDGET AND ACTIVITIES**

**HOUSING REHABILITATION:**

**Housing Rehabilitation Program (General)** **$150,000***

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 3-4 substandard homeowner occupied units, including lead based paint assessment and abatement, and other related program operating cost, including program administration and temporary relocation as required. Funds may also be used to provide for sanitary sewer connection assistance, energy improvements, removal of architectural barriers for owners with disabilities, weatherization and storm protection/mitigation improvements, and other applicable improvements. (Unincorporated Escambia County)

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is $10,000). (Unincorporated Escambia County)

**ADMINISTRATION/PLANNING:**

**General Grant Administration/Management** **$269,168**

Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program, operating expenses, and indirect costs.

**Escambia County Community Redevelopment Agency** **$17,500**

Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County

**PUBLIC SERVICES:**

**Council on Aging of West Florida, Inc.** **$47,000**

Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 450 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

**Title Clearance** **$60,000**

Funds will support legal services to clear title for 20-25 low or moderate income clients in order to remove barriers to their ability to improve or maintain their properties, by becoming eligible for traditional financing or County/City rehabilitation programs. Cases may include probate, quiet title, bankruptcy and tax disputes and will allow clients to gain and maintain ownership of their homes. Support provided through Legal Services of North Florida.

**Foreclosure Prevention Education** **$15,500**

Foreclosure prevention guidance and education to assist Escambia County residents avoid foreclosure and retain ownership of their homes. Individual instructional opportunities are provided to review the individual's current situation and discuss options for assistance. (County Wide, including Pensacola and Century)

**Homeless Services** **$50,000**

Support for operational costs for homeless shelter, including HMIS and/or coordinated entry costs to support shelter operations.

**DEMOLITION/CLEARANCE:**

**Demolition/Clearance of Unsafe Structures or Properties** **$120,000**

Funds will be used to provide direct assistance for demolition/clearance for income eligible property owners to eliminate dilapidated, structurally unsound buildings and/or abandoned lots/properties in the unincorporated County. Remaining funds may be used in designated areas of slum and blight, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington Community Redevelopment Areas and Century. 2019 proposed projects include clearance of blighted and unsafe structures at Alger Sullivan Lumber site in Century.

**PUBLIC FACILITIES AND IMPROVEMENTS:**

**County Facility Handicapped Accessibility Improvement Project** **$200,000**

Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, permitting, design and improvements to Escambia County public buildings and facilities. Funding to support improvements to Old County Courthouse, Century Volunteer Fire Department, Sheriff's Evidence Storage, Government Complex Office, Wildlife Sanctuary, Bellview Athletic Park, Cantonment Athletic Park, and/or Brent Athletic Park as funding permits. (Countywide)

**CRA Neighborhood Improvement Project Enhancements** **$505,295**

Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/ reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. 2019 proposed projects include the Lee Street Sidewalks/Sewer design ($31,215), Lee

Street Sidewalks/Sewer construction, and/or Avery Street sidewalks construction in the Brownsville area. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible areas.

**TOTAL 2019 ESCAMBIA COUNTY CDBG FUNDS PROJECTED** **$1,434,463**
**=======**

# CITY OF PENSACOLA

## 2019-2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
## PROPOSED BUDGET AND ACTIVITIES

**HOUSING REHABILITATION:**

**Housing Rehabilitation Loan/Grant Programs** **$368,026***

Funds to repair and/or rehabilitate owner-occupied houses; to provide for structural modifications and the removal of architectural barriers to accommodate the needs of persons with disabilities; to provide for the federally mandated evaluation and control of lead based paint hazards for projects with a house constructed prior to 1978; and to provide for administrative costs of this program and other related housing rehabilitation/repair activities. Funding will provide for the rehabilitation/repair of 8-10 owner occupied housing units. The program is available to low and moderate income persons occupying their homestead residence within the corporate limits of the City of Pensacola.

*All program income from housing rehabilitation loans will be used to rehabilitate and/or repair homeowner occupied units for low and moderate income families located within the corporate limits of the City of Pensacola (estimated program income is $100,000).

**Temporary Relocation** **$20,000**

Funds will provide temporary relocation for families whose dwelling units are being rehabilitated via the City's Housing Rehabilitation Programs, which includes the HOME Reconstruction Program. This is a requirement under the Uniform Act.

**PUBLIC FACILITIES and IMPROVEMENTS:**

**Neighborhood Improvement Projects** **$100,000**

Funds to support neighborhood improvement projects within CDBG eligible neighborhoods. Projects may include activities that address the removal of slum and blighted conditions associated with vacant or abandoned properties; street rehabilitation/reconstruction including the installation of handicap curb cuts and related improvements; sidewalk construction; sanitary sewer and/or stormwater drainage improvements; park improvements; and street lighting. Further, $25,000 from Pre FY2015 grant funds will be allocated to the activity.

**PUBLIC SERVICES:**

**Council on Aging of West Florida, Inc. (COA)** **$70,000**

Funds will provide support for two nutritional programs, Meals on Wheels and Senior Dining Sites, which are made available to low and moderate income elderly and special needs residents residing within the corporate limits of the City of Pensacola. Approximately 16,000 meals will be provided through these programs. The Meals on Wheels program provides nutritionally balanced meals to residents in their homes. The Senior Dining Sites program provides nutritional meals to eligible adult recipients at six sites located within the City and also an element of socialization and recreation. The six dining sites are the Fricker Resource Center, E. S. Cobb Resource Center, Bayview Senior Resource Center, Westminster Retirement Village, Gull Point Resource Center, and Council on Aging of West Florida's office. These funds provide direct services. CDBG funds received from the City are utilized by COA as 1:10 leverage for other critical federal and state funding for which COA would most likely be unable to apply.

**Homebuyer and Foreclosure Prevention Education Program** **$42,617**

Pre-purchase homeownership education, guidance, and support for lower income (80% or below of area median income) residents with a goal of owning their own home. Foreclosure prevention guidance, education, and assistance is provided to assist Pensacola residents avoid foreclosure and retain ownership of their homes.

**PROGRAM PLANNING AND ADMINISTRATION:**

**General Grant Administration/Management** **$150,156**

Funds to administer the City's CDBG Program which includes personnel services and operating expenses.

**TOTAL ESTIMATED FY 2019-2020 CDBG PROPOSED BUDGET** **$ 750,779**

| | |
|---|---|
| **Projected FY 2019-2020 CDBG Grant Allocation** | **$ 750,799** |
| **Pre FY 2015 Funds** | **$ 25,000** |

**TOTAL 2019 CITY OF PENSACOLA CDBG FUNDS PROJECTED** **$ 775,799**

# ESCAMBIA CONSORTIUM

## 2019-2020 HOME INVESTMENT PARTNERSHIPS ACT (HOME) PROPOSED BUDGET AND ACTIVITIES FOR MEMBER JURISDICTIONS

**ESCAMBIA COUNTY:**

**SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION** **$476,122**

Provide assistance for low/moderate income families through Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 4 severely substandard homeowner occupied housing units. Funding may also be used to provide temporary relocation assistance while the unit is being rehabilitated. (Escambia County)

**CITY OF PENSACOLA:**

**SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION** **$131,344**

Provide assistance for low/moderate income families through Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1-2 severely substandard homeowner occupied housing units. (City of Pensacola)

**SANTA ROSA COUNTY:**

**SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION** **$93,000**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1 severely substandard homeowner occupied housing units. Funding may also be used to provide temporary relocation assistance while the unit is being rehabilitated. (Santa Rosa County)

**HOMEBUYER ASSISTANCE** **$120,434**

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment or Low Interest Loans to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 12 families. (Santa Rosa County)

**JOINT HOME ACTIVITIES (CONSORTIUM-WIDE)**:

**HOUSING DEVELOPMENT (CHDO SET-ASIDE)** **$164,180**

Provide low interest and/or deferred loan assistance to designated Community Housing Development Organizations (CHDO's) for development of affordable single family units (5-10 units) for homeownership or affordable rental units (2 units) either through new construction or acquisition and rehab of substandard units.

**ADMINISTRATION/MANAGEMENT (JOINT)** **$109,453**

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

2019 HOME Funds Available to the Consortium $ 1,094,533

(HUD Required 25% Local match provided through SHIP funds and carry forward match balance)

**TOTAL 2019 HOME FUNDS PROJECTED** **$1,094,533**
**=======**

**TWO PUBLIC HEARINGS** are being sponsored by the Consortium to afford citizens the opportunity to review, comment and/or provide input regarding the content of this Notice and/or the draft 2019/2020 Annual Plan. **The hearings will be held at 5:30 P.M. (CST) on May 21, 2019, at the Pensacola Housing Office, 420 West Chase Street, Pensacola, Florida and at 9:30 A.M. (CST) on May 22, 2019, at the Santa Rosa County Public Services Complex, Public Services Media Room, 6051 Old Bagdad Hwy, Milton, Florida.** All interested citizens are urged to attend and participate.

In accordance with the Americans with Disabilities Act, any person needing accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should contact 858-0350 (City) or 595-4947 (County) at least 72 hours in advance of the event in order to allow time to provide the requested services.

Written comments or input regarding local housing needs or priorities will be accepted through **June 18, 2019**, and may be submitted to: Escambia Consortium, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 or via NED@myescambia.com. For further information, contact Meredith Reeves at 595-4968 (Escambia County), Marcie Whitaker at 858-0323 (City of Pensacola), or Erin Malbeck at 981-7076 (Santa Rosa County).

Lumon J. May, Chair
Escambia County
Board of County Commissioners

Grover C. Robinson, IV
Mayor
City of Pensacola

Sam Parker, Chair
Santa Rosa County
Board of County Commissioners

# TITLE CLEARANCE SERVICES PROGRAM AGREEMENT

**THIS AGREEMENT** is made and entered by and between **ESCAMBIA COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and the **LEGAL SERVICES OF NORTH FLORIDA, INC.**, a not for profit corporation organized under the laws of the State of Florida (hereinafter referred to as the "Recipient"), with a principal address of 2119 Delta Boulevard, Tallahassee, Florida 32303, and a local address of 1741 North Palafox Street, Pensacola, Florida 32501.

**W I T N E S S E T H:**

**WHEREAS**, the County has been awarded a Community Development Block Grant (CDBG CFDA #14.218), which provides for the development, establishment and administration of projects to meet the unmet needs of the citizens of the County of Escambia; and

**WHEREAS**, said grant provides that the County may contract with non-profit community groups, to administer and implement the project set forth therein; and

**WHEREAS**, it is in the best interest of the County to enter into a special contract with the Recipient for the implementation and operation of a portion of said grant for the purpose of administering TITLE CLEARANCE SERVICES, hereinafter referred to as the "Project"; and

**WHEREAS**, the County hereby engages the services of the Recipient to manage the Project within the service area defined herein.

**NOW, THEREFORE**, in consideration of the mutual premises and covenants, the parties agree as follows:

## ARTICLE I
Supervision

1. The Recipient agrees to perform the Project under the general coordination of the Neighborhood Enterprise Division (NED) of the Escambia County Neighborhood & Human Services Department. For contract coordination purposes the designated contract manager is Meredith Reeves, Division Manager, NED, 221 Palafox Place Suite 200, Pensacola, Florida 32502, (850) 595-0022, x3 or mareeves@myescambia.com.

## ARTICLE II
Scope of Services

2. The Recipient agrees to implement the Project in accordance with the provisions of Attachment I to provide title clearance services for low/moderate income residents of Escambia County in order to remove barriers to their ability to improve or maintain their properties as well as community educational outreach. Services to be provided are not duplicating existing projects or funding already held by Recipient. Clients to be served under this Project would not

receive assistance but for this Project. The Project is approved in the 2019 Escambia Consortium Action Plan, as approved by the Board of County Commissioners on August 1, 2019.

## ARTICLE III
Funding

3. The County agrees to pay an amount not to exceed **$60,000** solely from available Community Development Block Grant (CDBG) funds to be used for (1) title clearing services for low/moderate income clients in Escambia County (including City of Pensacola residents), including but not limited to probate, quiet title, bankruptcy, and tax disputes; and (2) educational presentations to the community at three (3) community outreach events.

3.1 The County shall pay this amount over the term of the Agreement to the Recipient for services rendered herein.

3.2 The method of payment shall be according to the Payment Schedule as described in Attachment I of this Agreement.

## ARTICLE IV
Reporting

4. The Recipient shall provide the County with a monthly report of all Project activities, including a narrative summary and a financial statement as described in Attachment II of this Agreement.

4.1 The Recipient shall use the report form that has been approved by the County as described in Attachment II of this Agreement. Alternate reporting forms may be accepted to the extent the required data is clearly detailed.

4.2 The report shall be due monthly and shall continue until all information concerning the Project has been received by the County or its designated Agent.

4.3 This report is due on the 30th day of each subsequent month.

4.4 The Recipient shall provide the County or its designated Agent with additional information as needed.

## ARTICLE V
Indemnification

5. The Recipient shall act as an independent contractor, and not as an employee of the County or its designated Agent, in operating the aforementioned service. The Recipient shall hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with the loss of life, bodily or personal injury,

property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this Agreement. The Recipient's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

## ARTICLE VI
Contract Term and Termination

6. This Agreement shall be effective for the term beginning **October 1, 2019,** and shall expire on **September 30, 2020,** unless earlier terminated with or without cause by either party giving thirty (30) days prior written notice of such termination.

6.1 Notwithstanding anything herein to the contrary, if the Recipient should fail to satisfactorily perform its duties as herein set forth, or in the event that funds fail to be or cease to be provided to the County, the County may immediately terminate this Agreement and shall reimburse payments that were expended through the effective date of termination. Said termination shall be in accordance with provisions of 2 C.F.R. §§ 200.339-340, as applicable.

## ARTICLE VII
Accountability

7. The Recipient agrees to maintain personnel, financial, and other records and accounts as are necessary to properly account for all funds expended in performance of this Agreement.

7.1 These records and accounts shall be subject at times to inspection, review, or audit for a period of five (5) years following the termination of this Agreement unless said records are the subject of audit or litigation, in which case they shall be retained indefinitely pending resolution of such review. Access to such records shall be provided to the County, the United States Department of Housing and Urban Development, or their representatives, or the Recipient shall transfer these records and accounts to the custody of the County.

## ARTICLE VIII
Nepotism

8. The Recipient agrees to abide by the provisions of §112.3135, Florida Statutes, pertaining to nepotism in the performance of this Agreement, which statute is hereby referred to and incorporated by reference herein.

## ARTICLE IX
Civil Rights and Anti-Discrimination

9. The Recipient agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this Agreement is free of discrimination against its employees, persons, or groups of persons on the basis of race, color, religion, sex, national origin, pregnancy, age, disability, or familial status, as applicable. Both of the said Civil Rights Acts are hereby referred to and incorporated by reference herein.

9.1 All services associated with this Project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, sex, familial status, disability, religion, or national origin. The Recipient accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

9.2 Recipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, pregnancy, age, or disability. Such action shall include, but not be limited to, the following: employment, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Recipient agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

## ARTICLE X
Housing and Urban Development Act of 1968
Section Three Clause

10. The Recipient agrees to abide by the Housing and Urban Development Act of 1968 Section Three Clause as described in Attachment III of this Agreement.

## ARTICLE XI
Equal Employment Opportunity

11. The Recipient agrees to abide Equal Opportunity Clause for Contracts Subject to Executive Order #11246 as described in Attachment III of this Agreement.

## ARTICLE XII
Program Income

12. No program income is anticipated to result from the activities encompassed in the Project, however, in the event that generation of program income should occur at any time during the effective term of this Agreement, the provisions set forth at 24 C.F.R. §570.504(c) shall apply. Any program income generated by Project activities shall be documented by the Recipient and promptly returned to the County.

## ARTICLE XIII
Uniform Administrative Requirements

13. The Recipient shall comply with applicable provisions of the uniform administrative requirements described in 24 C.F.R. §570.502 and shall comply with the requirements of 2 C.F.R. Part 200. Copies of pertinent provisions of 24 C.F.R. Part 570 and governing OMB Circulars have been provided to the Recipient and Recipient has acknowledged receipt as evidenced in Attachment III.

## ARTICLE XIV
Other Federally Related Requirements

14. The Recipient shall carry out all Project activities in compliance with all Federal Laws and Regulations described in 24 C.F.R. §§570.600-.614 et seq.,with the following exceptions:

a) The Recipient does not assume the County's environmental responsibilities described at 24 C.F.R. §570.604; and

b) The Recipient does not assume the County's responsibility for initiating the review process under the provisions of 24 C.F.R. Part 52.

14.1 Pertinent provisions of 24 C.F.R. §§570.600-.614 et seq., have been provided to the Recipient as noted in Attachment III of this Agreement.

## ARTICLE XV
Reversion of Assets

15. Upon expiration of this Agreement and corresponding cessation of the Project activities provided for hereunder, the Recipient shall transfer to the County any residual CDBG funds and any accounts receivable attributable to the use of CDBG funds. Further, any real property under the Recipients control that was acquired or improved, in whole or in part, with CDBG funds in excess of $25,000 must be:

(i) Used to meet one of the national objectives in 24 C.F.R. §570.208 until five years after the expiration of the Agreement, or for such longer period of time as determined to be appropriate by the County; or
(ii) Disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-Community Development Block Grant funds for acquisition of or improvement to the property. (Reimbursement is not required after the period of time specified in paragraph (i) of this section has expired.)

## ARTICLE XVI
Procurement

16. The Recipient shall be required to adhere to the procurement standards provided at 2 C.F.R. Part 200, as applicable, or the Recipients written procurement standards provided that such standards conform to Federal Law and the provisions of 2 C.F.R. Part 200. This shall apply to the purchase of materials, supplies, and equipment. The full text of 2 C.F.R. Part 200 has been provided to the recipient as noted in Attachment III of this Agreement.

## ARTICLE XVII
General Provisions

17. The Recipient accepts these funds so appropriated in accordance with the terms of this Agreement and agrees that the contents of Attachment I – III, and regulatory requirements cited therein, are part and parcel of this Agreement and hold the same legal authority as the Agreement.

17.1 Further, the Recipient agrees to the following terms:

i) To consent to such audits by United States Department of Housing and Urban Development, the County Comptrollers' Office, or designated independent auditing firm(s) as may be required in relation to this Agreement.

ii) To produce all documents required upon request by the County, the United States Department of Housing and Urban Development or their authorized representatives; and

iii) To provide the County (through its designated Agent) with the annual audit of the Project as carried out for the Escambia County Community Development Block Grant Program by an independent Certified Public Account. Said audit shall comply with provisions of 2 C.F.R. Part 200, as applicable.

17.2 Public Records. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Recipient shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Recipient shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Recipient agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Recipient seven days written notice, during which period the Recipient still fails to allow access to such documents, terminate the Agreement.

**IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Escambia County**
**Office of the County Administrator**
**221 Palafox Place, Suite 420**
**Pensacola, Florida 32502**
**(850) 595-4947**

## ARTICLE XVIII
Understanding of Terms

18.1 This Agreement represents the entire and integrated agreement between the County and the Recipient and supersedes all prior negotiations, representations, or agreements, either

written or oral. This Agreement may be amended only by written instrument signed by both Recipient and County or in accordance with the provisions contained in this document.

18.2 This Agreement is executed in the City of Pensacola, Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this 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.

18.3 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 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.

18.4 The clause headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

18.5 All notices under this Agreement shall be in writing and shall be sent by registered mail to the parties identified in this Agreement.

18.6 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

**[SIGNATURE PAGE TO FOLLOW]**

**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**

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Lumon J. May, Chairman

By:_____
Deputy Clerk

Date: _____

BCC Approved: October 3, 2019

[ S E A L]

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 09/19/2019

**LEGAL SERVICES OF NORTH FLORIDA, INC.,**
a Florida Non-Profit Corporation

By:_____
Leslie N. Powell-Boudreaux, Executive Director

_____
Corporate Secretary

Date: _____

[SEAL]

## ATTACHMENT I

I. SCOPE OF SERVICES

The Recipient will implement the Title Clearance Services Program. The County will provide **$60,000** in CDBG funds for the Project. The CDBG funds must be directly spent on operational expenses and Project activities. The Recipient will also be required, at a minimum, to provide monthly reports to the County of clients served categorized by income, race, gender, and type of service provided (applicants and resolved cases).

II. RECIPIENT INFORMATION

Legal Services of North Florida, Inc.
Pensacola Branch
1741 N. Palafox Street
Pensacola, FL 32501
Phone: 850-432-8222
Attn: Leslie Powell-Boudreaux

III. MONTHLY REPORTS

A. A report is due each month during the term of this Agreement and shall continue until all information concerning the Project has been received by the County or designated Agent.

B. The monthly report shall contain a narrative on the progress of the Project and financial statement on expenditures during the reporting period.

C. Invoices detailing attorney time spent on the Project must be attached to the monthly report in order for the County to reimburse the agency for eligible Project costs.

D. The monthly report/invoice is due by the 30th day of each month, unless alternative due dates are agreed to in writing for the mutual convenience of the parties to this Agreement.

E. Monthly reports not submitted shall give cause for further payment to the Recipient being withheld.

IV. BUDGET INFORMATION

The Recipient shall have a budget of **$60,000.00** to cover the term of October 1, 2019 – September 30, 2020. Per hour attorney billing of $118/hr includes title searches for clients, costs of publication, court reporters, process servers, credit reports, printing and postage.

If available, NED will provide copies of any title searches for possible referrals if released by the client.

V. AUDIT REQUIREMENTS

The Recipient shall provide the County with an audit report showing the financial affairs of the Recipient during the term of this Agreement.

VI. PAYMENT SCHEDULE

The Recipient shall be paid according to line items established in the above budget. Invoices must be submitted to document attorney hours as well as any associated expenditures. Any item not included in the budget will be an ineligible expenditure and will not be reimbursed.

VII. PROJECT DELIVERABLES:

1. TITLE CLEARING SERVICES: Legal representation for a minimum of 15 low/moderate income clients in approximately 25 cases for the purpose of clearing title to properties owned by low/moderate income clients. Preference to be given to eligible clients with improved properties as possible.

Monthly reports will document the number of applicants by income (30% area median income, 50% area median income, or 80% area median income as shown below), race (HOH only), and gender (HOH only) and the number of resolved cases by income, race, and gender.

**ESCAMBIA/PENSACOLA**
**MAXIMUM INCOME ELIGIBILITY LIMITS**
**2019 INCOME GUIDELINES**
**(HUD CDBG Effective Date: April 24, 2019—up to 80% AMI ONLY)**

| # PERSONS IN FAMILY | 30% OF AREA MEDIAN INCOME (AMI) | 50% OF MEDIAN | 80% OF MEDIAN |
|---|---|---|---|
| **1** | $14,550 | $24,250 | $38,750 |
| **2** | 16,910 | 27,700 | 44,300 |
| **3** | 21,330 | 31,150 | 49,850 |
| **4** | 25,750 | 34,600 | 55,350 |
| **5** | 30,170 | 37,400 | 59,800 |
| **6** | 34,590 | 40,150 | 64,250 |
| **7** | 39,010 | 42,950 | 68,650 |
| **8** | 43,430 | 45,700 | 73,100 |

It is understood that not all referrals will be able to be assisted through this program due to the complexity of some cases. Recipient should screen cases accordingly and agrees not to bill County for these cases. It is also understood that information is protected by attorney-client

privilege, so CDBG required reporting information may be provided by alias or other non-individualized means.

2. EDUCATIONAL COMPONENT:

a. Attend THREE community outreach events to distribute information to residents regarding Recipient services and/or provide community educational workshops to inform residents of ways to clear and preserve title.

Recipient will provide sign-in sheets for workshops, flyers/advertisements regarding events, and copies of educational materials developed.

## IX. PROJECT EVALUATION, MONITORING AND REVIEW

The County reserves the right to evaluate and review this Agreement and its effectiveness. If found not to be effective, the Agreement may be amended or terminated, according to Article VI; Sub-section 6.1.

**ATTACHMENT II**

MONTHLY STATUS REPORT

REPORT # _____

TO: ESCAMBIA COUNTY NEIGHBORHOOD ENTERPRISE DIVISION

FROM: LEGAL SERVICES OF NORTH FLORIDA

PROJECT: _TITLE CLEARANCE SVCS_____ CONTRACT # _____

REPORT PERIOD _____ TO _____

DATE SUBMITTED _____

---

I. PROGRESS REPORT

A. DESCRIBE IN DETAIL WHAT ACTIVITIES HAVE TAKEN PLACE DURING THE REPORT PERIOD.

---

B. GIVE A COMPLETE LISTING OF HOW AND WHERE THE FUNDS YOU RECEIVED WERE SPENT DURING THE REPORT PERIOD.

---

C. SHOW ANY PERTINENT INFORMATION CONCERNING THE PROJECT OR FUNDS.

---

D. GIVE A GENERAL STATEMENT CONCERNING ACTIVITIES THAT WILL TAKE PLACE NEXT REPORT PERIOD.

**ATTACHMENT II**

II. FINANCIAL REPORT

CONTRACT AMOUNT
**$ 60,000.00**

Expenditures: Month of _____, 20 ____

ITEM COST

_____

_____

_____

_____

Total expenditures this period $_____

Remaining contract amount $_____

Balance end of this reporting period $_____

Comments_____

_____

I certify, that to the best of my knowledge, the data reported is correct.

_____
Authorized Signature

_____ _____
Date Position

Include all canceled checks/bank statements and paid receipts for verification of spending during the report period.

## ATTACHMENT III

### Conditions & Certifications Required by HUD for Contracts Funded by CDBG

All activities under this Agreement must be carried out in compliance with the following federal laws and regulations to the extent each is applicable to this specific agreement. These laws and regulations and the descriptions herein are not intended to be complete. This is not an all-inclusive list of requirements.

- Program Income 24 C.F.R. §570.503(b)3 and 24 C.F.R. §504
  The receipt and expenditure of gross income directly generated from use of Community Development Block Grant (CDBG) funds shall be recorded as part of the financial transactions of the grant program. Program income received before grant closeout may be retained if the income is treated as additional CDBG funds subject to all applicable requirements governing the use of CDBG funds.

- Conditions for Religious Organizations 24 C.F.R. §570.200(j)
  In accordance with First Amendment Church/State Principles, as a general rule, CDBG assistance may not be used for religious activities. CDBG funds may be contracted to a primarily religious entity for eligible public services where the entity hereby agrees to the following:

  - It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and
  - It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.

- Reversion of Assets 24 C.F.R. §570.503(b)8
  Upon the discontinuation of funding this program with CDBG, the Recipient shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of CDBG funds. Any real property under the Recipient's control that was acquired or improved, in whole or in part, in excess of Twenty-Five Thousand Dollars ($25,000) shall either: (1) be used to meet one of the CDBG national objectives until five (5) years after the expiration of the Agreement or for such longer period of time as determined; (2) disposed of in such a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

- The conflict of interest provisions of the Community Development Block Grant (CDBG) Regulations (24 C.F.R. §570.611) reads in substance as follows:

  - No person (1) who is an employee, agent, consultant, officer, or elected or appointed official of the recipient, or any designated public agencies, or any subrecipient which is receiving CDBG or ESGP funds and (2) who exercises of has exercised any functions or responsibilities with respect to CDBG or ESGP activities assisted under this Part or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or in the

proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure and for one year thereafter.

- Conflict of interest provisions found in 24 C.F.R. §84.42, 24 C.F.R. §85.36, 24 C.F.R. §570.611 and additionally:

  No member, officer, or employee of the grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

- Public Law 88-352 referring to Title VI of the Civil Rights Act of 1964 and implementing regulations issued in 24 C.F.R. Part 1, as related to non-discrimination in federally-assisted programs.

- Public Law 90-284 referring to the Fair Housing Act (42 U.S.C. §§3601 et seq.), as amended, and implementing regulations.

- Executive Order 11063, as amended by Executive Order 12259, and the implementing regulations. Prohibits discrimination in the sale, leasing, rental, use or occupancy, or disposition of residential property assisted with federal funds.

- Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 C.F.R. §570.602). Prohibits discrimination or exclusion of benefits in any program or activity funded in whole or in part with CDBG funds. Also incorporates the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1974.

- Equal Employment Opportunity—All contracts shall contain a provision requiring compliance with E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 C.F.R. Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

- 24 C.F.R. §570.614 requires compliance with the Architectural Barriers Act of 1968 (42 U.S.C. §§4151-4157) and with the Americans with Disabilities Act (42 U.S.C. §12131; 47 U.S.C. §155, 201, 218, and 225).

- The lead based paint requirements of 24 C.F.R. Part 35, issued pursuant to the Lead Based Paint Poisoning Prevention Act. Prohibits the use of lead based paints and requires notification, elimination, abatement and tenant protection.

- CDBG funds may not be used directly or indirectly to engage any contractor during any period of debarment, suspension or placement in ineligibility status under provisions of 2 C.F.R. §2424.

- The Agency shall comply with the policies, guidelines and requirements of 2 C.F.R. §200. Title 2, Part 200 of the Code of Federal Regulations consolidates the financial, audit, and related requirements formerly found in the following Office of Management and Budget (OMB) Circulars

- A-87
- A-110
- A-122
- A-133

- Section 3
  - The Agency certifies the following under Section 3 of the HUD Act of 1968, as amended:

  - The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of HUD and is subject to the requirements of Section 3 of the HUD Act of 1968, as amended, 12 U.S.C. §1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area (particularly those who are recipients of government assistance for housing), and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

  - The parties to this contract will comply with the provisions of said Section 3 and the regulations, as amended, issued pursuant thereto, by the Secretary of HUD set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder, prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

  - The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

  - The contractor will include the Section 3 clause set forth in 24 C.F.R. §135.38 in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 C.F.R. Part 135. The contractor will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations (24 C.F.R. §570.607).

  - Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder, prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

- Lobbying: The Agency Certifies the Following Under Section 1352, Title 31, U.S. Code:
  - No federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an

employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the contractor shall complete Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- The contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars ($10,000) and not more than One Hundred Thousand Dollars ($100,000) for each such failure.

- Copeland “Anti-Kickback” Act (18 U.S.C. §874 and 40 U.S.C. §276c)—All contracts and subgrants in excess of $2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. §874), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.

- Davis-Bacon Act, as amended (40 U.S.C. §276a to a-7)—As required by 24 C.F.R. §570.603, all construction contracts awarded by the recipients and subrecipients of more than $2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §276a to a-7) and as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

- Contract Work Hours and Safety Standards Act (40 U.S.C. §327 through 333)—Where applicable, all contracts awarded by recipients in excess of $2000 for construction contracts and in excess of $2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract

Work Hours and Safety Standards Act (40 U.S.C. §327-333), as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Rights to Inventions Made Under a Contract or Agreement—Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

- Clean Air Act (42 U.S.C. §§7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. §§1251 et seq.), as amended—Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

- Byrd Anti-Lobbying Amendment (31 U.S.C. §1352)—Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

- Drug-Free Workplace Act of 1998 (41 U.S.C. §§701 et seq.) – The Agency shall not receive a federal grant unless it agrees to provide a drug-free workplace by publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions that will be taken against employees for violations or the prohibition and establishing a drug-free awareness program for employees.

- Resource Conservation and Recovery Act (42 U.S.C. §6962); 24 C.F.R. §84.16 – Non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

- Financial management systems: Agency's financial management systems must comply with the standards set forth in 24 C.F.R. §84.21.

- Use of real property (24 C.F.R. §570.505) – The Agency may not change the use or planned use of any real property acquired or improved with CDBG funds for a period of at least five years. Any change of use of real property requires consultation with the County and may involve reimbursing the County for any funds expended for the acquisition or improvement.

- Disposition of equipment (24 C.F.R. §570.502(b)(3)(iv)) – Proceeds of the sale of equipment originally acquired with CDBG funds shall be counted as program income. If such equipment is not sold and is no longer needed by the Agency for CDBG-funded activities, the agency may retain the equipment after compensating the County.

- Procurement and Competitive Processes (24 C.F.R. §84.43-48) – All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade.

- Records retention requirements (24 C.F.R. §570.502(b)(3)(ix)) - Financial records, supporting documents, statistical records, and all other records pertinent to an award shall be retained for a period of five years from the date of submission of the County's annual performance and evaluation report to US HUD (24 C.F.R. §91.520).

## CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

**LEGAL SERVICES OF NORTH FLORIDA, INC.** will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;

(b) Establishing a drug-free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

(e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

(1) taking appropriate personnel action against such an employee, up to and including termination; or

(2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g ) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

**PLACE OF PERFORMANCE**

**FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

Agency: **LEGAL SERVICES OF NORTH FLORIDA, INC.** Date: 10/1/19

Grant Program Name: COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Grant Number: B-19-UC-12-0012

**LEGAL SERVICES OF NORTH FLORIDA, INC.** shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

ADDRESS 1741 NORTH PALAFOX ST
Pensacola, FL 32501

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: _____

SIGNED:_____
Certifying Officer

**ANTI-LOBBYING**
**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS**
**AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature:_____ Date:_____
Certifying Official

**CERTIFICATION REGARDING**
**DEBARMENT, SUSPENSION,**
**AND OTHER RESPONSIBILITY MATTERS**
**PRIMARY COVERED TRANSACTIONS**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:_____

Project Name: 2019 TITLE CLEARANCE SVCS__

Name: _____

Title :_____

Firm/Agency:_Legal Services of North Florida, Inc.

## CERTIFICATION OF RECEIPT

## COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM REGULATIONS CODIFIED AT 24 C.F.R. PART 570 & 2 C.F.R. PART 200

I/We hereby certify and affirm that Escambia County has provided this agency with a complete electronic copy of the current CDBG Regulations, 24 C.F.R. Part 570 (http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title24/24cfr570_main_02.tpl ) as promulgated by the U. S. Department of Housing and Urban Development. I/We have also received electronic copies of governing financial and grants management documents issued by the Federal Office of Management and Budget (OMB) that are applicable to the activities to be provided through this Agreement, specifically including Circular A-133 (Audits of States, Local Governments and Non Profit Organizations) *and* 2 C.F.R. Part 200 (http://www.ecfr.gov/cgi-bin/text-dx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

I/We have reviewed the Regulations and understand the requirements governing the CDBG financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the application of these governing Regulations should be resolved by contacting Escambia County's CDBG Program representative. If the issue or question cannot be resolved by the County's CDBG Representative, the issue will be submitted to the U. S. Department of Housing and Urban Development for review and/or resolution.

This certification is provided in lieu of including the entire text of the various CDBG and OMB regulatory documents in this Exhibit. I/We understand that additional electronic copies will be promptly provided upon written request directed to the County's CDBG Program Representative by this agency.

LEGAL SERVICES OF NORTH FLORIDA, INC.

By:_____

Date:_____

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16885** **County Administrator's Report 14. 4.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 10/03/2019
**Issue:** 2019 HOME Investment Partnerships Program Interlocal Agreements with the City of Pensacola and Santa Rosa County
**From:** CLARA LONG, Acting Director
**Organization:** Neighborhood & Human Svcs
**CAO Approval:**

---

## RECOMMENDATION:

Recommendation Concerning Approval of the 2019 HOME Investment Partnerships Program Interlocal Agreements with the City of Pensacola and Santa Rosa County - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board take the following action concerning implementation of the 2019 HOME Investments Partnerships (HOME) Program Grant (#M-19-DC-12-0225):

A. Approve the Interlocal Agreement for HOME Investment Partnerships Act Program with the City of Pensacola providing for utilization of $152,140 (program and administrative support) in 2019 HOME funds, to support approved Substantial Rehabilitation/Reconstruction housing assistance and related project management activities within the City of Pensacola;

B. Approve the Interlocal Agreement for HOME Investment Partnerships Act Program with Santa Rosa County providing for utilization of $241,892 (program and administrative support) in 2019 HOME funds, to support approved Homebuyer and Substantial Rehabilitation/Reconstruction housing assistance and related project management activities within Santa Rosa County; and

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

[Funding: Fund 147, 2019 HUD HOME Consortium, Cost Center 370271]

## BACKGROUND:

The Board approved submission of the Escambia Consortium's 2019 Annual Plan for Housing and Community Development on August 1, 2019, including HOME funding and activities to be undertaken by Escambia Consortium members (Escambia County, the City of Pensacola, and Santa Rosa County). The Annual Plan as approved by all participating jurisdictions and advertised for public information outlined the use of 2019 HOME funds (see Exhibit I). These funds were also provided during the County annual budgeting process.

With approval of the Plan by the U.S. Department of Housing and Urban Development (HUD), the funds will be available for use on or about November 1, 2019. In order to prepare for implementation of HOME activities, Interlocal Agreements must be entered with the City of Pensacola (Exhibit II) and Santa Rosa County (Exhibit III) to provide for utilization of their 2019 HOME allocations.

The HOME Program was initiated by HUD in 1991 as a key element of the National Affordable Housing Act. The program is designed for the production and preservation of affordable rental and owner occupied housing. The Board and the City of Pensacola entered into a Consortium for purposes of receipt of HOME funds in 1993, with Santa Rosa County joining the Consortium in 1994. HOME requires a 25% match for each dollar expended in HOME funds, with each jurisdiction typically matching with its State Housing Initiatives Partnership (SHIP) Program funds. Allocations to each local government are prescribed according to the HOME Consortia Participating Members Percentage Report as provided by HUD, which shows the percentage of funds attributed to each participating consortium member.

**BUDGETARY IMPACT:**

The total 2019 HOME allocation is $1,094,533. Funds will be utilized as follows:

| JURISDICTION | ACTIVITY | FUNDING |
|---|---|---|
| Escambia | Substantial Rehab/Reconstruction | $476,122 |
| Pensacola | Substantial Rehab/Reconstruction | $131,344 |
| Santa Rosa | Substantial Rehab/Reconstruction | $93,000 |
| Santa Rosa | Homebuyer Assistance | $120,434 |
| CHDO* Set Aside | Affordable Housing Development | $164,180 |
| ALL jurisdictions | Administration (10% maximum) | $109,453 |
| | TOTAL FUNDING: | $1,094,533 |

*CHDO refers to a Community Housing Development Corporation as defined in the HOME Program regulations.

The 2019 HOME funds are currently budgeted in Fund 147, Cost Center 370271.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Interlocal Agreements have been reviewed and approved by Kristin Hual, Senior Assistant County Attorney.

**PERSONNEL:**

All project level activities will be managed jointly by the Neighborhood Enterprise Division (NED) of the Neighborhood & Human Services Department, City of Pensacola Housing office staff, and Santa Rosa County staff with support from the Clerk's Finance Division for respective financial matters. Such services are provided in the HOME Grant administrative costs per the Interlocal Agreements and approved Annual Plan.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Interlocal Agreements are required for participating jurisdictions and must be approved by the Board.

**IMPLEMENTATION/COORDINATION:**

The City of Pensacola and Santa Rosa County were involved in the preparation of the Annual Plan and are aware of the award of the HOME grant and impending Board action.

---

**Attachments**

Ex I-BCC HUD HOME Plan Approval

Ex II-Pensacola HOME Interlocal

Ex III-Santa Rosa HOME Interlocal

---

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

4. Recommendation: That the Board take the following action concerning the Escambia Consortium Florida 2019 Annual Action Plan:

   A. Approve the Escambia Consortium Florida 2019 Annual Action Plan for Housing and Community Development, detailing the use of 2019 Community Development Block Grant (CDBG) funds, in the amount of $1,434,463, and 2019 HOME Investment Partnerships Program (HOME) funds, in the amount of $1,094,533; and

   B. Authorize the County Administrator to execute all Escambia Consortium Florida 2019 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the United States Department of Housing and Urban Development (HUD), and authorize the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2019 CDBG and 2019 HOME Programs.

   [Funding: Fund 129/CDBG, Cost Centers 370234 and 370235; Fund 147/HOME, Cost Center 370271]

| |
|---|
| **Motion:** Move the balance in the affirmative<br>**For Information:** The "balance" refers to Items 2 through 18. |
| **Made by:** Commissioner Underhill<br>**Seconded by:** Commissioner Bergosh |
| **Disposition:** Carried unanimously |

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

   A. Approve the Memorandum of Understanding between the School Board of Escambia County, Florida, and Escambia County, Florida that provides for vocational training of incarcerated adult students located at the Escambia County Work Annex, for a not to exceed amount of $56,547.50 ($31,547.50 for full time vocational instructor, $5,000 for part time certified testing administrator, and $20,000 for materials, equipment and supplies); and

   B. Authorize the Chairman to execute the Agreement.

(Continued on Page 21)

**PUBLIC NOTICE**
**ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY**

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton, Florida, have drafted the 2019/2020 Annual Housing and Community Development Plan for the period October 1, 2019 - September 30, 2020. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the Consortium's 2019/2020 Annual Action Plan for the utilization of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), Public Housing Grant Programs, and other HUD programs designed to address housing and community development needs. The major priorities include: rehabilitation of rental and homeowner occupied substandard housing units for families with incomes between 0-80% of the area median income; new construction, homebuyer assistance, and acquisition/rehabilitation activities in support of the provision of affordable housing for families with incomes primarily between 50-80% of median; expansion of below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or construction; support of activities leading to the development of housing for persons with special needs; supportive services addressing the special needs of the elderly, handicapped, and homeless or near homeless; redevelopment activities within designated areas of slum and blight; and targeted community development public facility and improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels throughout the respective jurisdictions to the extent that such availability is not limited by Federal or State Regulations and/or financial resources. The draft 2019 Annual Action Plan is available for public review at the following Pensacola and Milton locations between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.

City of Pensacola
Housing Division
420 West Chase Street
Pensacola, Florida
(Closed on Fridays)

Escambia County
Neighborhood Enterprise Division
Suite 200
221 Palafox Place
Pensacola, Florida

Housing Programs Office
Santa Rosa County Public Services Complex
6051 Old Bagdad Highway
Milton, Florida

**ESCAMBIA CONSORTIUM, FLORIDA**
**ANNUAL ACTION PLAN SUMMARY**
**(October 1, 2019 - September 30, 2020)**

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development (HUD) for Program Year 2019 Community Development Block Grant (CDBG) and HOME Investment Partnerships Act (HOME) funding which is detailed as follows.

# ESCAMBIA COUNTY

**2019-2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**
**PROPOSED BUDGET AND ACTIVITIES**

**HOUSING REHABILITATION:**

**Housing Rehabilitation Program (General)** **$150,000***

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 3-4 substandard homeowner occupied units, including lead based paint assessment and abatement, and other related program operating cost, including program administration and temporary relocation as required. Funds may also be used to provide for sanitary sewer connection assistance, energy improvements, removal of architectural barriers for owners with disabilities, weatherization and storm protection/mitigation improvements, and other applicable improvements. (Unincorporated Escambia County)

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is $10,000). (Unincorporated Escambia County)

**ADMINISTRATION/PLANNING:**

**General Grant Administration/Management** **$269,168**

Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program, operating expenses, and indirect costs.

**Escambia County Community Redevelopment Agency** **$17,500**

Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County

**PUBLIC SERVICES:**

**Council on Aging of West Florida, Inc.** **$47,000**

Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 450 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

**Title Clearance** **$60,000**

Funds will support legal services to clear title for 20-25 low or moderate income clients in order to remove barriers to their ability to improve or maintain their properties, by becoming eligible for traditional financing or County/City rehabilitation programs. Cases may include probate, quiet title, bankruptcy and tax disputes and will allow clients to gain and maintain ownership of their homes. Support provided through Legal Services of North Florida.

**Foreclosure Prevention Education** **$15,500**

Foreclosure prevention guidance and education to assist Escambia County residents avoid foreclosure and retain ownership of their homes. Individual instructional opportunities are provided to review the individual's current situation and discuss options for assistance. (County Wide, including Pensacola and Century)

**Homeless Services** **$50,000**

Support for operational costs for homeless shelter, including HMIS and/or coordinated entry costs to support shelter operations.

**DEMOLITION/CLEARANCE:**

**Demolition/Clearance of Unsafe Structures or Properties** **$120,000**

Funds will be used to provide direct assistance for demolition/clearance for income eligible property owners to eliminate dilapidated, structurally unsound buildings and/or abandoned lots/properties in the unincorporated County. Remaining funds may be used in designated areas of slum and blight, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington Community Redevelopment Areas and Century. 2019 proposed projects include clearance of blighted and unsafe structures at Alger Sullivan Lumber site in Century.

**PUBLIC FACILITIES AND IMPROVEMENTS:**

**County Facility Handicapped Accessibility Improvement Project** **$200,000**

Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, permitting, design and improvements to Escambia County public buildings and facilities. Funding to support improvements to Old County Courthouse, Century Volunteer Fire Department, Sheriff's Evidence Storage, Government Complex Office, Wildlife Sanctuary, Bellview Athletic Park, Cantonment Athletic Park, and/or Brent Athletic Park as funding permits. (Countywide)

**CRA Neighborhood Improvement Project Enhancements** **$505,295**

Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/ reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. 2019 proposed projects include the Lee Street Sidewalks/Sewer design ($31,215), Lee

Street Sidewalks/Sewer construction, and/or Avery Street sidewalks construction in the Brownsville area. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible areas.

**TOTAL 2019 ESCAMBIA COUNTY CDBG FUNDS PROJECTED** **$1,434,463**
**=======**

# CITY OF PENSACOLA

## 2019-2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
## PROPOSED BUDGET AND ACTIVITIES

**HOUSING REHABILITATION:**

**Housing Rehabilitation Loan/Grant Programs** **$368,026***

Funds to repair and/or rehabilitate owner-occupied houses; to provide for structural modifications and the removal of architectural barriers to accommodate the needs of persons with disabilities; to provide for the federally mandated evaluation and control of lead based paint hazards for projects with a house constructed prior to 1978; and to provide for administrative costs of this program and other related housing rehabilitation/repair activities. Funding will provide for the rehabilitation/repair of 8-10 owner occupied housing units. The program is available to low and moderate income persons occupying their homestead residence within the corporate limits of the City of Pensacola.

*All program income from housing rehabilitation loans will be used to rehabilitate and/or repair homeowner occupied units for low and moderate income families located within the corporate limits of the City of Pensacola (estimated program income is $100,000).

**Temporary Relocation** **$20,000**

Funds will provide temporary relocation for families whose dwelling units are being rehabilitated via the City's Housing Rehabilitation Programs, which includes the HOME Reconstruction Program. This is a requirement under the Uniform Act.

**PUBLIC FACILITIES and IMPROVEMENTS:**

**Neighborhood Improvement Projects** **$100,000**

Funds to support neighborhood improvement projects within CDBG eligible neighborhoods. Projects may include activities that address the removal of slum and blighted conditions associated with vacant or abandoned properties; street rehabilitation/reconstruction including the installation of handicap curb cuts and related improvements; sidewalk construction; sanitary sewer and/or stormwater drainage improvements; park improvements; and street lighting. Further, $25,000 from Pre FY2015 grant funds will be allocated to the activity.

**PUBLIC SERVICES:**

**Council on Aging of West Florida, Inc. (COA)** **$70,000**

Funds will provide support for two nutritional programs, Meals on Wheels and Senior Dining Sites, which are made available to low and moderate income elderly and special needs residents residing within the corporate limits of the City of Pensacola. Approximately 16,000 meals will be provided through these programs. The Meals on Wheels program provides nutritionally balanced meals to residents in their homes. The Senior Dining Sites program provides nutritional meals to eligible adult recipients at six sites located within the City and also an element of socialization and recreation. The six dining sites are the Fricker Resource Center, E. S. Cobb Resource Center, Bayview Senior Resource Center, Westminster Retirement Village, Gull Point Resource Center, and Council on Aging of West Florida's office. These funds provide direct services. CDBG funds received from the City are utilized by COA as 1:10 leverage for other critical federal and state funding for which COA would most likely be unable to apply.

**Homebuyer and Foreclosure Prevention Education Program** **$42,617**

Pre-purchase homeownership education, guidance, and support for lower income (80% or below of area median income) residents with a goal of owning their own home. Foreclosure prevention guidance, education, and assistance is provided to assist Pensacola residents avoid foreclosure and retain ownership of their homes.

**PROGRAM PLANNING AND ADMINISTRATION:**
**General Grant Administration/Management** **$150,156**
Funds to administer the City's CDBG Program which includes personnel services and operating expenses.

**TOTAL ESTIMATED FY 2019-2020 CDBG PROPOSED BUDGET** **$ 750,779**

| | |
|---|---|
| **Projected FY 2019-2020 CDBG Grant Allocation** | **$ 750,799** |
| **Pre FY 2015 Funds** | **$ 25,000** |

**TOTAL 2019 CITY OF PENSACOLA CDBG FUNDS PROJECTED** **$ 775,799**

# ESCAMBIA CONSORTIUM
## 2019-2020 HOME INVESTMENT PARTNERSHIPS ACT (HOME)
## PROPOSED BUDGET AND ACTIVITIES
## FOR MEMBER JURISDICTIONS

**ESCAMBIA COUNTY:**
**SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION** **$476,122**
Provide assistance for low/moderate income families through Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 4 severely substandard homeowner occupied housing units. Funding may also be used to provide temporary relocation assistance while the unit is being rehabilitated. (Escambia County)

**CITY OF PENSACOLA:**
**SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION** **$131,344**
Provide assistance for low/moderate income families through Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1-2 severely substandard homeowner occupied housing units. (City of Pensacola)

**SANTA ROSA COUNTY:**
**SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION** **$93,000**
Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1 severely substandard homeowner occupied housing units. Funding may also be used to provide temporary relocation assistance while the unit is being rehabilitated. (Santa Rosa County)

**HOMEBUYER ASSISTANCE** **$120,434**
Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment or Low Interest Loans to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 12 families. (Santa Rosa County)

**JOINT HOME ACTIVITIES (CONSORTIUM-WIDE)**:
**HOUSING DEVELOPMENT (CHDO SET-ASIDE)** **$164,180**
Provide low interest and/or deferred loan assistance to designated Community Housing Development Organizations (CHDO's) for development of affordable single family units (5-10 units) for homeownership or affordable rental units (2 units) either through new construction or acquisition and rehab of substandard units.

**ADMINISTRATION/MANAGEMENT (JOINT)** **$109,453**
Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

2019 HOME Funds Available to the Consortium $ 1,094,533
(HUD Required 25% Local match provided through SHIP funds and carry forward match balance)

**TOTAL 2019 HOME FUNDS PROJECTED** **$1,094,533**
**=======**

**TWO PUBLIC HEARINGS** are being sponsored by the Consortium to afford citizens the opportunity to review, comment and/or provide input regarding the content of this Notice and/or the draft 2019/2020 Annual Plan. **The hearings will be held at 5:30 P.M. (CST) on May 21, 2019, at the Pensacola Housing Office, 420 West Chase Street, Pensacola, Florida and at 9:30 A.M. (CST) on May 22, 2019, at the Santa Rosa County Public Services Complex, Public Services Media Room, 6051 Old Bagdad Hwy, Milton, Florida.** All interested citizens are urged to attend and participate.

In accordance with the Americans with Disabilities Act, any person needing accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should contact 858-0350 (City) or 595-4947 (County) at least 72 hours in advance of the event in order to allow time to provide the requested services.

Written comments or input regarding local housing needs or priorities will be accepted through **June 18, 2019**, and may be submitted to: Escambia Consortium, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 or via NED@myescambia.com. For further information, contact Meredith Reeves at 595-4968 (Escambia County), Marcie Whitaker at 858-0323 (City of Pensacola), or Erin Malbeck at 981-7076 (Santa Rosa County).

Lumon J. May, Chair
Escambia County
Board of County Commissioners

Grover C. Robinson, IV
Mayor
City of Pensacola

Sam Parker, Chair
Santa Rosa County
Board of County Commissioners

# INTERLOCAL AGREEMENT
# FOR HOME INVESTMENT PARTNERSHIPS PROGRAM

**THIS AGREEMENT** is made and entered into by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida (**"ESCAMBIA COUNTY"**), with an administrative address of221 Palafox Place, Suite 420, Pensacola, Florida 32502 and the **CITY OF PENSACOLA,** a municipal corporation created and existing under the laws of the State of Florida (**"CITY OF PENSACOLA"**), with an administrative address of 222 West Main Street, Pensacola, Florida 32502, for the purpose of receiving and administering activities in accordance with Title 24, Subtitle A, Part 92, Code of Federal Regulations, regulating funding provided through the federal HOME Investment Partnerships Program (hereinafter referred to as the "HOME Program" or the "Program") and the terms under which the City of Pensacola shall provide HOME Program eligible services and assistance to eligible families residing within the City of Pensacola.

**W I T N E S S E T H:**

**WHEREAS**, Escambia County and the City of Pensacola have legal authority to perform general governmental services within their respective jurisdictions; and

**WHEREAS**, both jurisdictions are authorized by §163.01, Florida Statutes, to enter into interlocal agreements and agreements with State agencies, and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

**WHEREAS**, the Cranston-Gonzalez National Affordable Housing Act of 1990 authorizes contiguous local jurisdictions to enter consortia for purposes of receiving funds and administering activities in accordance with the HOME Investment Partnerships Program Regulations found at 24 C.F.R. Part 92 (CFDA # 14.239); and

**WHEREAS**, after executing the Escambia HOME Consortium Agreement on June 22, 1999, as extended by mutual agreement in May 2017, Escambia County and the City of Pensacola have determined that the provision of **Substantial Housing Rehabilitation/Reconstruction** assistance authorized by 24 C.F.R. §§92.205, 92.250, 92.251, and 92.252 is a high priority need in the City of Pensacola; and

**WHEREAS**, Escambia County desires to provide necessary limited administrative authority related to the delivery of HOME Program financed activities to the City of Pensacola, where the Pensacola Housing Division shall administer the City of Pensacola's participation in the HOME Program.

**NOW THEREFORE**, for and in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration, Escambia County and the City of Pensacola agree as follows:

**SECTION 1. Purpose of the Agreement.**

This Agreement provides the Mayor of the City of Pensacola the authority and concurrent responsibility required to implement Substantial Housing Rehabilitation/Reconstruction activities in the City of Pensacola ("HOME Activities"), as provided for in the **2019** Escambia Consortium HOME Program Description approved by the U.S. Department of Housing and Urban Development ("HUD"), and attached hereto as **EXHIBIT I** of this agreement and incorporated herein by reference. The City of Pensacola shall have direct responsibility for ensuring full and complete compliance with all regulatory, statutory, and administrative requirements associated with the HOME Activities undertaken in the City of Pensacola according to provisions articulated in the National Affordable Housing Act of 1990 (Public Law 101-625), as amended, the HOME Program regulations (24 C.F.R. Part 92), and all HOME Activities related administrative directives as amended and published under authorization of HUD.

**SECTION 2. Coordination.**

The City of Pensacola agrees to cooperate fully with Escambia County and the Neighborhood Enterprise Division ("NED") of the Escambia County Neighborhood & Human Services Department in all actions related to the HOME Program and related HOME Activities. With regard to HOME Program fiscal matters, the City of Pensacola and its Housing Division, in cooperation with NED, shall provide detailed cost documentation and other information pertaining to the payment of HOME Activities assistance on behalf of eligible clients to the Office of the Clerk of the Circuit Court/Finance Division as required to fully establish the eligibility and validity of Program-funded expenditures.

**SECTION 3. HOME Program Policies, Procedures and Requirements.**

The City of Pensacola, the Pensacola Housing Division, Escambia County, and NED shall cooperate in the development of the policies, procedures and actions required to implement the HOME Activities in the City of Pensacola, and both parties agree that Escambia County shall have the final local approval authority as designated in the HOME Consortium Agreement currently in effect between the two jurisdictions with regard to the expenditure of HOME Program activity and administrative funds. The City of Pensacola shall ensure that the HOME Activities provided through the HOME Program funding referenced herein are administered in accordance with the governing regulations found at 24 C.F.R. Part 92, which have been provided to the City as evidenced by the acknowledgement included in **EXHIBIT II** of this Agreement and incorporated herein by reference and the Consortium HOME Program Policies and Procedures Manual. The City of Pensacola and Escambia County and their designated agents agree to cooperate and communicate fully with each other during the term of this Agreement to ensure the provision of HOME Activities for qualified lower income families, including the execution of any documents necessary to carry out the purposes of this Agreement.

Escambia County and the City of Pensacola shall adhere to all applicable Federal, State, and County rules, regulations, and policies for the full duration of this Agreement. All parties shall fully conform to the provisions and requirements of the HOME Investment Partnerships Program Regulations. In the event of conflict between the governing regulations, the stricter interpretation shall govern. The City of Pensacola shall fully comply with the uniform administrative, fiscal, and project requirements stipulated in the above cited laws and regulations, and in such laws and regulations as may be referenced therein, to the extent applicable. Specific compliance with applicable provisions of Subpart H and Subpart K of 24 C.F.R. Part 92 shall be required at all times with respect to HOME Program funded aspects of the development. The County assumes Environmental Review obligations under 24 C.F.R. §92.352.

Escambia County and the City of Pensacola agree that all actions related to this Agreement shall be undertaken in accordance with applicable provisions of Federal Laws and Regulations *with regard to HOME Program assisted units*. Such Federal requirements include, but are not limited to: Equal Employment Opportunity, Fair and Equal Access to Housing, Provisions Prohibiting Discrimination, Section 3 Compliance, MBE/WBE Utilization Goals, Affirmative Marketing Measures, Davis-Bacon Labor Standards Provisions (for individual projects exceeding eleven HOME Program-assisted units), Contract Work Hours Act, Lead-Based Paint Inspection and Treatment Requirements, Conflict of Interest Provisions, Anti-Nepotism Provisions, Displacement and Relocation Requirements, Prohibition Against the use of Federally Debarred or Suspended Contractors or Sub-contractors, and Flood Insurance Provisions. In executing this Agreement, the City of Pensacola certifies that it shall take all actions required to fully comply with said provisions of law. Federal Davis-Bacon wage rates and all related payroll reporting and compliance requirements shall not apply to this Agreement as each housing unit will be processed as a single unit.

**SECTION 4. Funding.**

a) City of Pensacola HOME Activities:

The maximum **2019** HOME Program funding available to provide assistance to documented eligible,

low/moderate income clients through HOME Activities in the City of Pensacola shall be **$131,344.00.** Said funds are allocated between approved and eligible HOME Activities denoted as follows:

| | |
|---|---|
| Substantial Rehabilitation/Reconstruction of Homeowner Occupied Substandard Housing | $131,344.00 |
| Total | $131,344.00 |

**EXHIBITS I and II** further detail the requirements associated with the project categories cited above, and regulations referenced therein shall at all times govern the expenditure of funds referenced in this Agreement. HOME Activities funds shall be utilized within these designated categories unless the funds are reallocated by formal amendment as mutually approved by Escambia County and the City of Pensacola.

b) City of Pensacola HOME Activities Payment Processing:

Escambia County, through coordination with NED, shall issue HOME Program related payments from the Escambia Consortium HOME Trust Fund (Fund 147) for Pensacola HOME Activities as based upon clear and proper documentation of individual HOME Program client eligibility and of all costs to be paid or reimbursed by Escambia County in support of Pensacola HOME Activities and HOME Program client eligibility. Payments shall either be made directly to the approved vendor by Escambia County or to the City of Pensacola to reimburse costs that are advanced by the City of Pensacola, as based upon voucher and supporting documentation provided to the Clerk of the Circuit Court/Finance Division. The City of Pensacola Housing Division shall be programmatically and fiscally responsible for the accuracy, completeness and proper documentation of Pensacola HOME Activities, the eligibility of clients assisted in the City of Pensacola, and all related payments; and further, the City of Pensacola shall be responsible for the repayment of any disallowed costs related to the Pensacola HOME Activities.

c) City of Pensacola HOME Program Local Match Requirement:

HUD HOME Program regulations require local cash matching in a minimum amount equal to twenty-five percent (25%) of the HOME Program allocation, excluding administrative funds. Based upon the Pensacola HOME Activities funding cited in Section 4(a) above, the City of Pensacola's HOME Activities require a minimum local match of **$32,836.00** in non-federal funds. The City of Pensacola's local match may be provided through the Escambia/Pensacola State Housing Initiatives Partnership (SHIP) Program as fiscally administered by Escambia County. Said matching funds shall be expended to provide Substantial Housing Rehabilitation/Reconstruction for eligible units completed by the City of Pensacola under the terms and conditions of this Agreement and/or affordable housing for families with incomes at or below 80% of the Pensacola MSA median income adjusted for family size as defined by HUD. Local matching funds shall be expended during the term of this Agreement. Documentation of the expenditure of the required local matching funds shall be maintained by Escambia County through consultation with the City of Pensacola. In the event matching funds are not fully expended prior to the completion or termination of this Agreement, said remaining funds shall be expended in support of affordable housing activities within the City of Pensacola, Florida.

d) HOME Administrative Payments:

In addition to HOME Program Activities funds, the City of Pensacola shall be entitled to payment for HOME Program related administrative services in an amount not to exceed **$20,796.00,** payable solely from funds currently available under the **2019 Escambia Consortium HOME Grant M-19-DC-12-0225**. Administrative funds shall be paid by Escambia County through the Clerk of the Circuit Court/Finance Division to the City of Pensacola in twelve (12) equal monthly installments beginning with the month following the effective date of this Agreement. The City of Pensacola shall be responsible for ensuring documentation of proper expenditures of such administrative funds.

e) HOME Funding Limitations:

All funding addressed in this Agreement is available solely from the **2019 Escambia Consortium HOME Grant M-19-DC-12-0225** as provided by HUD. Escambia County shall have the right to immediately terminate this Agreement and immediately cease all payments related thereto in the event of termination or cancellation of said funding by HUD. Upon such occurrence, Escambia County and the City of Pensacola shall have no responsibility whatsoever for any payments beyond the costs directly paid or reimbursed by HUD. The Clerk of the Circuit Court/Finance Division shall retain fiscal control concerning the allowability of all payments for HOME Activities and related HOME Program administrative expenditures under this Agreement and shall disburse payments in accordance with the terms and conditions of this Agreement.

f) Program Income:

Any HOME Program Income received by the City of Pensacola will be returned to Escambia County not less than annually. Escambia County will remit the funds to Fund 147 and the HUD Integrated Disbursement and Information System (IDIS). Program Income funds will be utilized and disbursed on the next available eligible City of Pensacola project.

**SECTION 5. Administrative Authority.**

Upon written authorization of the County Administrator, the City of Pensacola or the Pensacola Housing Division may be authorized to prepare and execute documents and requests required to enter (set-up) and revise City of Pensacola projects in the HUD Integrated Disbursement and Information System (IDIS). However, neither the City of Pensacola nor the Pensacola Housing Division shall be authorized to draw down HOME Program funds from the Escambia Consortium Letter of Credit. Draw down of HOME Program funding from the Escambia Consortium Letter of Credit shall be undertaken solely by personnel authorized by Escambia County to perform such functions.

**SECTION 6. Program Records.**

The City of Pensacola assumes responsibility for maintaining all records and documentation related to the City of Pensacola HOME Activities associated with this Agreement. Further, such records and necessary HOME Activities information shall be readily available to Escambia County, its representatives or designated agent(s), the U.S. Department of HUD or its authorized representatives, or other duly authorized parties requiring access to such records. The City of Pensacola shall ensure that such records are maintained in accordance with the governing federal regulations, and shall keep all related records in a readily accessible location for a minimum of six (6) years, unless such records are the subject of litigation or audit, in which case they shall be maintained pending the completion of such action. The City of Pensacola shall cooperate with Escambia County to ensure the availability of all records related to this Agreement as may be required for audit, monitoring or reporting purposes.

**SECTION 7. Liability.**

Subject to any claim of sovereign immunity, each party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law. The City of Pensacola shall be directly responsible, legally and fiscally, for all matters related to the HOME Activities assistance provided hereunder including but not limited to compliance with HOME Program Regulations; client intake and eligibility documentation; legal matters involving HOME Activities contracts; forms; certifications; specifications; bidding processes; and other actions in connection with proper implementation of HOME Activities according to **EXHIBITS I and II** hereto.

**SECTION 8. Notices.**

All notices to be made hereunder shall be in writing and shall be served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested or by deposit with Federal Express or

other nationally recognized overnight courier service, postage pre-paid and addressed to the following

Meredith Reeves, Division Manager
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, Florida 32502
Phone: (850) 595-0022
E-mail: mareeves@myescambia

Mayor
City of Pensacola
Pensacola City Hall
P.O. Box 12910
Pensacola, Florida 32521
Phone: (850) 435-1626

City of Pensacola
Housing Division Administrator
420 W. Chase Street
Pensacola, FL 32501
Phone: (850) 858-0350

All notices shall be deemed served when received, except that any notice mailed or deposited in the manner provided in this section shall be deemed served on the postmark date or courier deposit (pickup) date.

**SECTION 9. Effective Date, Term, and Termination.**

a) This Agreement shall become effective, after being properly executed by the parties, when filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for such filing.

b) The term of this Agreement shall begin on **October 1, 2019**, and this Agreement shall continue for a term of one (1) year from said date or until all of the subject **2019** HOME Program funds are fully expended and Grant **#M-19-DC-12-0225** is officially closed in the event HUD funds cease to be made available to support the HOME Activities cited in this Agreement as provided in Section 4(e) above.

c) Pursuant to 24 C.F.R. §92.500(d)(1)(B) and CPD Notice 18-10, the City of Pensacola shall endeavor to expend its **2019** HOME funds by **September 30, 2024**. If the City of Pensacola cannot expend its HOME funds by this date, Escambia County reserves the right to re-program funds per the Citizen Participation Plan to other HOME Activities within the Escambia Consortium in order to avoid recapture of funds by HUD.

**SECTION 10. Nepotism**

The City of Pensacola and Escambia County agree to abide by the provisions of Section 112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance, under this Agreement.

**SECTION 11. Civil Rights and Anti-Discrimination**

a) The City of Pensacola agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against their employees, persons, or groups of persons on the basis of race, color, religion,

sex, national origin, pregnancy, age, disability, or familial status, as applicable. Both of the said Civil Rights Acts are incorporated by reference herein.

b) All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, sex, color, familial status, disability, religion, or national origin. The City of Pensacola accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder by its elected officials and officers, employees, agents, and representatives.

c) The City of Pensacola will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, pregnancy, age or disability. Such action shall include but not be limited to the following: employment; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The City of Pensacola agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

**SECTION 12. Understanding of Terms.**

a) This Agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

b) It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with governing law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

c) Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

**SECTION 13. Public Records.**

The parties acknowledge that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The parties shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The parties shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, the parties agree to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the City of Pensacola fails to abide by the provisions of Chapter 119, Florida Statutes, Escambia County may, without prejudice to any other right or remedy and after giving seven days written notice, during which period the City of Pensacola still fails to allow access to such documents, terminate the Agreement.

**IN WITNESS WHEREOF**, the duly authorized representatives of the parties have set their hands and seals this day and year first written above.

**ESCAMBIA COUNTY, a political subdivision of the State of Florida, BY AND THROUGH ITS BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA**

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Lumon J. May, Chairman

BY:_____
Deputy Clerk

BCC Approved: October 3, 2019

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 09-23-2019

(S EA L)

**CITY OF PENSACOLA, a Municipal corporation chartered in the State of Florida**

ATTEST:

By: _____
Grover C. Robinson, IV, Mayor

_____
Ericka L. Burnett, City Clerk

( SEAL )

APPROVED AS TO CONTENT:

LEGAL IN FORM AND VALID AS DRAWN:

_____
Marcie Whitaker, Housing Administrator

_____
City Attorney

# EXHIBIT I

## 2019 ESCAMBIA CONSORTIUM HOME PROGRAM DESCRIPTION

# ESCAMBIA CONSORTIUM
## 2019-2020 HOME INVESTMENT PARTNERSHIPS ACT (HOME)
## PROPOSED BUDGET AND ACTIVITIES
## FOR MEMBER JURISDICTIONS

**ESCAMBIA COUNTY:**

**SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION** **$476,122**

Provide assistance for low/moderate income families through Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 4 severely substandard homeowner occupied housing units. Funding may also be used to provide temporary relocation assistance while the unit is being rehabilitated. (Escambia County)

**CITY OF PENSACOLA:**

**SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION** **$131,344**

Provide assistance for low/moderate income families through Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1-2 severely substandard homeowner occupied housing units. (City of Pensacola)

**SANTA ROSA COUNTY:**

**SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION** **$93,000**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1 severely substandard homeowner occupied housing units. Funding may also be used to provide temporary relocation assistance while the unit is being rehabilitated. (Santa Rosa County)

**HOMEBUYER ASSISTANCE** **$120,434**

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment or Low Interest Loans to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 12 families. (Santa Rosa County)

**JOINT HOME ACTIVITIES (CONSORTIUM-WIDE)**:

**HOUSING DEVELOPMENT (CHDO SET-ASIDE)** **$164,180**

Provide low interest and/or deferred loan assistance to designated Community Housing Development Organizations (CHDO's) for development of affordable single family units (5-10 units) for homeownership or affordable rental units (2 units) either through new construction or acquisition and rehab of substandard units.

**ADMINISTRATION/MANAGEMENT (JOINT)** **$109,453**

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

2019 HOME Funds Available to the Consortium $ 1,094,533
(HUD Required 25% Local match provided through SHIP funds and carry forward match balance)

**TOTAL 2019 HOME FUNDS PROJECTED** **$1,094,533**

# EXHIBIT II

**HOME INVESTMENT PARTNERSHIPS PROGRAM REGULATIONS**
**(24 CFR PART 92)**

**THIS EXHIBIT CONTAINS PERTINENT EXCERPTS FROM THE HOME INVESTMENT PARTNERSHIPS ACT FINAL RULE AS PUBLISHED BY THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. THIS EXHIBIT IS FOR REFERENCE ONLY. THE ENTIRETY OF THE HOME RULE AT 24 CFR PARTS 92, ALL AMENDMENTS TO THE RULE, AND ANYSUBSEQUENT AMENDMENTS TO THE RULE MUST BE CONSULTED TO DETERMINE PROGRAM COMPLIANCE AND PROCEDURAL REQUIREMENTS. A COMPLETE COPY OF THE TEXT OF 24 CFR PART 92 HAS BEEN PROVIDED TO THE PARTY (IES) WITH RESPONSIBILITY FOR MANAGEMENT AND IMPLEMENTATION OF THIS CONTRACT AS EVIDENCED BY THE ACKNOWLEDGEMENT CONTAINED IN THIS EXHIBIT.**

**CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS**

The **CITY OF PENSACOLA, FLORIDA** will provide a drug-free workplace as follows.

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions.

b) Establishing a drug-free awareness program to inform employees about:
(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c) Providing each employee that is engaged in the performance of the grant with a copy of the statement required by paragraph (a).

d) As a condition of employment under the grant, requiring employees to:
(1) Abide by the terms of the statement (referenced in paragraph a)); and
(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

(e) Notifying HUD within 10 days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted;
(1) taking appropriate personnel action against such an employee, up to and including termination; or
(2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

(g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
Agency: **CITY OF PENSACOLA, FLORIDA** Date: 10/4/19
Grant Program Name: HOME INVESTMENT PARTNERSHIPS ACT PROGRAM
Grant Number: M-19-DC-12-0225

**CITY OF PENSACOLA, FLORIDA** shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:
ADDRESS: City of Pensacola
Pensacola Housing Division
420 West Chase Street
Pensacola, Florida 32502

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above: Five (5)

SIGNED:_____
**Grover C. Robinson, IV, Mayor**
**City of Pensacola**

**ANTI-LOBBYING**
**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS**
**AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature:_____ Date:_____

Certifying Official
**Grover C. Robinson, IV, Mayor**
**City of Pensacola**

**CERTIFICATION REGARDING**
**DEBARMENT, SUSPENSION,**
**AND OTHER RESPONSIBILITY MATTERS**
**PRIMARY COVERED TRANSACTIONS**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:_____

Name: Grover C. Robinson, IV

Title: Mayor

HOME Investment Partnerships Act
(Project Name)

M-19-DC-12-0225
(Project Number)

Firm/Agency: City of Pensacola, Florida

Street Address: City of Pensacola Housing Division
420 West Chase Street
Pensacola, Florida 32502

FR 24.510 & 24 CFR, Part 24, Appendix A

**CERTIFICATION OF RECEIPT**
**HOME INVESTMENT PARTNERSHIPS PROGRAM REGULATIONS**
**(24 C.F.R. PART 92)**

I/We hereby certify and affirm that Escambia County has provided the City of Pensacola with a complete copy of the current U. S. HUD HOME Program Regulations (24 C.F.R. Part 92), copies of any amendments to the governing Regulations, and related Federal Laws as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the Regulations and understand the requirements which govern the HUD HOME Program financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the Regulations or requirements related thereto should be resolved by contacting the Contract Manager denoted in this Agreement. If the Contract Manager cannot resolve the question, the issue will be submitted to the U. S. Department of Housing and Urban Development (HUD) for review and resolution.

Additionally, I/We have access to a complete copy of the HUD HOME Training Compliance Manual and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

This certification is provided in lieu of including the entire text of 24 C.F.R. Part 92 in this Exhibit. I/We understand that additional copies of the entire text will be promptly provided upon written request directed to the County's designated Contract Manager.

CITY OF PENSACOLA

By: _____
Grover C. Robinson, IV, Mayor

Date: _____

(homecert.wpd)

# INTERLOCAL AGREEMENT
# FOR HOME INVESTMENT PARTNERSHIPS PROGRAM

**THIS AGREEMENT** is made and entered into by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida (**"ESCAMBIA COUNTY"**), with an administrative address of 221 Palafox Place, Suite 420, Pensacola, Florida 32502; and the **COUNTY OF SANTA ROSA,** a political subdivision of the State of Florida (**"SANTA ROSA COUNTY"**), whose address is 6495 Caroline Street, Milton, Florida 32570, for the purpose of receiving and administering activities in accordance with Title 24, Subtitle A, Part 92, Code of Federal Regulations, regulating funding provided through the federal HOME Investment Partnerships Program (hereinafter referred to as the "HOME Program" or the "Program") and the terms under which Santa Rosa County shall provide HOME Program eligible services and assistance to eligible families residing within Santa Rosa County.

**W I T N E S S E T H:**

**WHEREAS**, Escambia County and Santa Rosa County have legal authority to perform general governmental services within their respective jurisdictions; and

**WHEREAS**, both Counties are authorized by §163.01, Florida Statutes, to enter into interlocal agreements and agreements with State agencies, and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

**WHEREAS**, the Cranston-Gonzalez National Affordable Housing Act of 1990 authorizes contiguous local jurisdictions to enter consortia for purposes of receiving funds and administering activities in accordance with the HOME Investment Partnerships Program Regulations found at 24 C.F.R. Part 92 (CFDA #14.239); and

**WHEREAS**, after executing the Escambia HOME Consortium Agreement on June 22, 1999, as extended by mutual agreement in May 2017, Escambia County and Santa Rosa County have determined that the provision of **Homebuyer Assistance and Substantial Rehabilitation/ Reconstruction** as authorized at 24 CFR §§92.205, 92.250, and 92.251 is a high priority need in Santa Rosa County; and

**WHEREAS**, Escambia County desires to provide necessary limited administrative authority related to the delivery of HOME Program financed activities to Santa Rosa County.

**NOW THEREFORE**, for and in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration, Escambia County and Santa Rosa County agree as follows:

**SECTION 1. Purpose of the Agreement.**

This Agreement provides the Santa Rosa County Administrator the authority and concurrent responsibility required to implement Homebuyer Assistance and Substantial Rehabilitation/ Reconstruction activities in Santa Rosa County ("HOME Activities"), as provided for in the **2019 Escambia Consortium HOME Program Description** approved by the U.S. Department of Housing and Urban Development ("HUD"), and attached hereto as **EXHIBIT I** of this agreement and incorporated herein by reference. Santa Rosa County shall have direct responsibility for

ensuring full and complete compliance with all regulatory, statutory, and administrative requirements associated with the HOME Activities undertaken in Santa Rosa County according to provisions articulated in the National Affordable Housing Act of 1990 (Public Law 101-625), as amended, the HOME Program regulations (24 C.F.R. Part 92), and all HOME Activities related administrative directives as amended and published under authorization of HUD.

**SECTION 2. Coordination.**

Santa Rosa County agrees to cooperate fully with Escambia County and Neighborhood Enterprise Division ("NED") of the Escambia County Neighborhood & Human Services Department in all actions related to the HOME Program and related HOME Activities. With regard to HOME Program fiscal matters, Santa Rosa County, in cooperation with NED, shall provide detailed cost documentation and other information pertaining to the payment of HOME Activities assistance on behalf of eligible clients to the Office of the Clerk of the Circuit Court/Finance Division as required to fully establish the eligibility and validity of Program-funded expenditures.

**SECTION 3. HOME Activities Administrative Requirements.**

a) HOME Program Policies, Procedures and Requirements:

Santa Rosa County, Escambia County, and NED shall cooperate in the development of the policies, procedures and actions required to implement the HOME Activities in Santa Rosa County, and both parties agree that Escambia County shall have the final local approval authority as designated in the HOME Consortium Agreement currently in effect between the two jurisdictions with regard to the expenditure of HOME Program activity and administrative funds. Santa Rosa County shall ensure that the HOME Activities provided through the HOME Program funding referenced herein are administered in accordance with the governing regulations found at 24 C.F.R. Part 92, which have been provided to Santa Rosa County as evidenced by the acknowledgement included in **EXHIBIT II** of this Agreement and incorporated herein by reference and the Consortium HOME Policies and Procedures Manual. Santa Rosa County and Escambia County and their designated agents agree to cooperate and communicate fully with each other during the term of this Agreement to ensure the provision of HOME Activities for qualified lower income families, including the execution of any documents necessary to carry out the purposes of this Agreement.

Escambia County and Santa Rosa County shall adhere to all applicable Federal, State, and County rules, regulations, and policies for the full duration of this Agreement. All parties shall fully conform to the provisions and requirements of the HOME Investment Partnerships Program Regulations. In the event of conflict between the governing regulations, the stricter interpretation shall govern. Santa Rosa County shall fully comply with the uniform administrative, fiscal and project requirements stipulated in the above cited laws and regulations, and in such laws and regulations as may be referenced therein, to the extent applicable. Specific compliance with applicable provisions of Subpart H and Subpart K of 24 C.F.R. Part 92 shall be required at all times with respect to HOME Program funded aspects of the development. Escambia County assumes Environmental Review obligations under 24 C.F.R. §92.352.

Escambia County and Santa Rosa County agree that all actions related to this Agreement shall be undertaken in accordance with applicable provisions of Federal Laws and Regulations *with regard to HOME Program assisted units*. Such Federal requirements include, but are not limited to: Equal Employment Opportunity, Fair and Equal Access to Housing, Provisions

Prohibiting Discrimination, Section 3 Compliance, MBE/WBE Utilization Goals, Affirmative Marketing Measures, Davis-Bacon Labor Standards Provisions (for individual projects exceeding eleven HOME-assisted units), Contract Work Hours Act, Lead-Based Paint Inspection and Treatment Requirements, Conflict of Interest Provisions, Anti-Nepotism Provisions, Displacement and Relocation Requirements, Prohibition Against the use of Federally Debarred or Suspended Contractors or Sub-contractors, and Flood Insurance Provisions. In executing this Agreement, the Santa Rosa County certifies that it shall take all actions required to fully comply with said provisions of law. Federal Davis-Bacon wage rates and all related payroll reporting and compliance requirements shall not apply to this Agreement as each housing unit will be processed as a single unit.

**SECTION 4. Funding.**

a) Santa Rosa County HOME Activities:

The maximum **2019** HOME Program funding available to provide assistance to documented eligible, lower income clients through HOME Activities in Santa Rosa County shall be **$213,434.00.** Said funds are allocated between approved and eligible HOME Activities denoted as follows:

| | |
|---|---|
| HOMEBUYER ASSISTANCE | $120,434.00 |
| SUBSTANTIAL REHAB/RECONSTRUCTION | $ 93,000.00 |

**EXHIBITS I and II** further detail the requirements associated with the project categories cited above, and regulations contained therein shall at all times govern the expenditure of funds referenced in this Agreement. HOME Activities funds shall be utilized within these designated categories unless the funds are reallocated by formal amendment as mutually approved by Escambia County and Santa Rosa County.

b) Santa Rosa County HOME Activities Payment Processing:

Escambia County, through coordination with NED, shall issue HOME Program related payments from the Escambia Consortium HOME Trust Fund for Santa Rosa County HOME Activities as based upon clear and proper documentation of individual HOME Program client eligibility and of all costs to be paid or reimbursed by Escambia County in support of Santa Rosa County HOME Activities and HOME client eligibility. Payments shall either be made directly to the approved vendor by Escambia County, or to Santa Rosa County to reimburse costs that are advanced by Santa Rosa County, as based upon voucher and supporting documentation provided to the Clerk of the Circuit Court/Finance Division. Santa Rosa County shall be programmatically and fiscally responsible for the accuracy, completeness and proper documentation of Santa Rosa County HOME Activities, the eligibility of clients assisted in Santa Rosa County, and all related payments; and further, Santa Rosa County shall be responsible for the repayment of any disallowed costs related to Santa Rosa County HOME Activities.

c) Santa Rosa County HOME Program Local Match Requirement:

HUD HOME Program regulations require local cash matching in a minimum amount equal to twenty-five percent (25%) of the HOME Program allocation, excluding administrative funds. Based upon the Santa Rosa HOME Activities funding cited in Section 4(a) above, Santa Rosa County shall provide a minimum local match of **$53,358.50** in non-federal funds. Santa Rosa County's State Housing Initiatives Partnership (SHIP) Program fund is an acceptable match source. Said

matching funds shall be expended by Santa Rosa County to provide affordable housing for families with incomes at or below 80% of the Pensacola MSA median income adjusted for family size as defined by HUD and shall be expended during the term of this Agreement. Documentation of the expenditure of the required local matching funds shall be provided to Escambia County upon request, but at least annually, and shall at all times be at least equal to the pro-rata share of HOME funds expended. In the event matching funds are not fully expended prior to the completion or termination of this Agreement, said remaining funds shall be expended in support of affordable housing activities within Santa Rosa County, Florida.

d) HOME Administrative Payments:

In addition to HOME Program Activities funds, Santa Rosa County shall be entitled to payment for HOME Program related administrative services in an amount not to exceed **$28,458.00,** payable solely from funds currently available under the **2019 Escambia Consortium HOME Grant M-19-DC-12-0225**. Administrative funds shall be paid by Escambia County through the Clerk of the Circuit Court/Finance Division to Santa Rosa County in twelve (12) equal monthly installments beginning with the month following the effective date of this Agreement. Santa Rosa County shall be responsible for ensuring documentation of proper expenditure of such administrative funds.

e) HOME Funding Limitations:

All funding addressed in this Agreement is available solely from the **2019 Escambia Consortium HOME Grant M-19-DC-12-0225** as provided by HUD. Escambia County shall have the right to immediately terminate this Agreement and immediately cease all payments related thereto in the event of termination or cancellation of said funding by HUD. Upon such occurrence, Escambia County shall have no responsibility whatsoever for any payments beyond the costs directly paid or reimbursed by HUD. The Clerk of the Circuit Court/Finance Division shall retain fiscal control concerning the allowability of all payments for HOME Activities and related HOME Program administrative expenditures under this Agreement and shall disburse payments in accordance with the terms and conditions of this Agreement.

f) Program Income:

Any HOME Program Income received by Santa Rosa County will be returned to Escambia County not less than annually. Escambia County will remit the funds to Fund 147 and the HUD Integrated Disbursement and Information System (IDIS). Program Income funds will be utilized and disbursed on the next available eligible Santa Rosa County project per HUD HOME guidelines.

**SECTION 5. Administrative Authority.**

Santa Rosa County is not authorized to prepare and execute documents and requests required to enter (set-up) or draw down HOME Program funds from the Escambia Consortium Letter of Credit. Such actions shall be undertaken solely by personnel authorized by Escambia County to perform such functions.

**SECTION 6. Program Records.**

Santa Rosa County assumes responsibility for maintaining all records and documentation related to the Santa Rosa County HOME Activities associated with this Agreement. Further, such

records and necessary HOME Activities information shall be readily available to Escambia County, its representatives or designated agent(s), the U.S. Department of HUD or its authorized representatives, or other duly authorized parties requiring access to such records. Santa Rosa County shall ensure that such records are maintained in accordance with the governing federal regulations, and shall keep all related records in a readily accessible location for a minimum of six (6) years, unless such records are the subject of litigation or audit, in which case they shall be maintained pending the completion of such action. Santa Rosa County shall cooperate with Escambia County to ensure the availability of all records related to this Agreement as may be required for audit, monitoring or reporting purposes.

**SECTION 7. Liability.**

Subject to any claim of sovereign immunity, each party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement. Santa Rosa County shall be directly responsible, legally and fiscally, for all matters related to the HOME Activities assistance provided hereunder including but not limited to compliance with HOME Program Regulations; client intake and eligibility documentation; legal matters involving HOME Activities contracts; forms; certifications; specifications; bidding processes; and other actions in connection with proper implementation of HOME Activities according to **EXHIBITS I and II** hereto.

**SECTION 8. Notices.**

All notices to be made hereunder shall be in writing and shall be served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested or by deposit with Federal Express or other nationally recognized overnight courier service, postage pre-paid and addressed to the following:

Meredith Reeves, Division Manager
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, Florida 32501
Phone: (850) 595-0022
E-mail: mareeves@myescambia.com

County Administrator
Santa Rosa County
Santa Rosa County Administration Office
6495 Caroline Street, Suite M
Milton, Florida 32570-4592
Phone: (850) 983-1855 FAX: (850) 983-1856

All notices shall be deemed served when received, except that any notice mailed or deposited in the manner provided in this section shall be deemed served on the postmark date or courier deposit (pickup) date.

**SECTION 9. Effective Date, Term, and Termination.**

(a) This Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Offices of the Clerks of the Circuit Court of Escambia County and Santa Rosa County. Each Party shall be responsible for filing the Agreement with the Clerk in their

respective jurisdiction.

(b) The term of this Agreement shall begin on **October 1, 2019**, and this Agreement shall continue for a term of one (1) year from said date or until all of the subject **2019** HOME funds are fully expended and Grant **#M-19-DC-12-0225** is officially closed or in the event HUD funds cease to be made available to support the HOME Activities cited in this Agreement as provided in Section 4(e) above.

(c) Pursuant to 24 C.F.R. §92.500(d)(1)(B) and CPD Notice 18-10, Santa Rosa County shall endeavor to expend its **2019** HOME funds by **September 30, 2024**. If Santa Rosa County cannot expend its HOME funds by this date, Escambia County reserves the right to re-program funds per the Citizen Participation Plan to other HOME Activities within the Escambia Consortium in order to avoid recapture of funds by HUD.

**SECTION 10. Nepotism**

Santa Rosa County agrees to abide by the provisions of Section 112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance, under this Agreement.

**SECTION 11. Civil Rights and Anti-Discrimination**

a). Santa Rosa County agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against their employees, persons, or groups of persons on the basis of race, color, religion, sex, national origin, pregnancy, age, disability, or familial status, as applicable. Both of the said Civil Rights Acts are incorporated by reference herein.

b). All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, sex, color, familial status, disability, religion, or national origin. Santa Rosa County accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

c). Santa Rosa County will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, pregnancy, age or disability. Such action shall include but not be limited to the following: employment; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Santa Rosa County agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

**SECTION 12. Understanding of Terms.**

(a) This Agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

(b) It is understood and agreed by the parties that if any part, term, or provision of this

Agreement is held by the Courts to be illegal or in conflict with governing law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

(c) Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

**SECTION 13. Public Records.**

The parties acknowledge that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The parties shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The parties shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, the parties agree to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event Santa Rosa County fails to abide by the provisions of Chapter 119, Florida Statutes, Escambia County may, without prejudice to any other right or remedy and after giving seven days written notice, during which period Santa Rosa County still fails to allow access to such documents, terminate the Agreement.

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, the duly authorized representatives of the parties have set their hands and seals this day and year first written above.

**ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA**

**By:_____**
**Lumon J. May, Chairman**

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

**BCC Approved**: October 3, 2019

**BY:_____**
**Deputy Clerk**

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 09-23-2019

**( S E A L )**

**SANTA ROSA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS OF SANTA ROSA COUNTY, FLORIDA**

**ATTEST:**

**By:_____**
**Sam Parker, Chairman**

**_____**
**Donald C. Spencer**
**Clerk of Courts**

**BCC Approved:**

**( SEAL )**

PASSED AND ADOPTED BY THE SANTA ROSA COUNTY BOARD OF COUNTY COMMISSIONERS THIS _____ DAY OF _____, 2019, BY A VOTE OF _____ YEAS, _____ NAYS AND _____ ABSENT.

# EXHIBIT I

## 2019 ESCAMBIA CONSORTIUM HOME PROGRAM DESCRIPTION

# ESCAMBIA CONSORTIUM
## 2019-2020 HOME INVESTMENT PARTNERSHIPS ACT (HOME)
## PROPOSED BUDGET AND ACTIVITIES
## FOR MEMBER JURISDICTIONS

**ESCAMBIA COUNTY:**

**SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION** **$476,122**

Provide assistance for low/moderate income families through Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 4 severely substandard homeowner occupied housing units. Funding may also be used to provide temporary relocation assistance while the unit is being rehabilitated. (Escambia County)

**CITY OF PENSACOLA:**

**SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION** **$131,344**

Provide assistance for low/moderate income families through Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1-2 severely substandard homeowner occupied housing units. (City of Pensacola)

**SANTA ROSA COUNTY:**

**SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION** **$93,000**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1 severely substandard homeowner occupied housing units. Funding may also be used to provide temporary relocation assistance while the unit is being rehabilitated. (Santa Rosa County)

**HOMEBUYER ASSISTANCE** **$120,434**

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment or Low Interest Loans to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 12 families. (Santa Rosa County)

**JOINT HOME ACTIVITIES (CONSORTIUM-WIDE)**:

**HOUSING DEVELOPMENT (CHDO SET-ASIDE)** **$164,180**

Provide low interest and/or deferred loan assistance to designated Community Housing Development Organizations (CHDO's) for development of affordable single family units (5-10 units) for homeownership or affordable rental units (2 units) either through new construction or acquisition and rehab of substandard units.

**ADMINISTRATION/MANAGEMENT (JOINT)** **$109,453**

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

2019 HOME Funds Available to the Consortium $ 1,094,533
(HUD Required 25% Local match provided through SHIP funds and carry forward match balance)

**TOTAL 2019 HOME FUNDS PROJECTED** **$1,094,533**

# EXHIBIT II

## HOME INVESTMENT PARTNERSHIPS PROGRAM REGULATIONS (24 CFR PART 92)

**THIS EXHIBIT CONTAINS PERTINENT EXCERPTS FROM THE HOME INVESTMENT PARTNERSHIPS ACT FINAL RULE AS PUBLISHED BY THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. THIS EXHIBIT IS FOR REFERENCE ONLY. THEREFORE, THE ENTIRETY OF THE HOME RULE AT 24 CFR PART 92; ALL AMENDMENTS TO THE RULE; AND ANY SUBSEQUENT AMENDMENTS TO THE RULE MUST BE CONSULTED TO DETERMINE PROGRAM COMPLIANCE AND PROCEDURAL REQUIREMENTS. A COMPLETE COPY OF THE TEXT OF 24 CFR PART 92 HAS BEEN PROVIDED TO THE PARTY(IES) WITH RESPONSIBILITY FOR MANAGEMENT AND IMPLEMENTATION OF THIS CONTRACT AS EVIDENCED BY THE ACKNOWLEDGEMENT CONTAINED IN THIS EXHIBIT.**

## CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

**SANTA ROSA COUNTY, FLORIDA** will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;

(b) Establishing a drug-free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

(e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subpara-graph (d)(2), with respect to any employee who is convicted-

(1) taking appropriate personnel action against such an employee, up to and including termination; or

(2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency: **SANTA ROSA COUNTY** Date: 10/3/19

Grant Program Name: HOME INVESTMENT PARTNERSHIPS ACT PROGRAM

Grant Number: M-19-DC-12-0225

**SANTA ROSA COUNTY, FLORIDA** shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

ADDRESS: Santa Rosa County Administrative Office
6495 Caroline Street
Milton, Florida 32570

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: Three (3)

SIGNED:_____
Sam Parker, Chairman
Santa Rosa County
Board of County Commissioners

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature:_____ Date: _____

Sam Parker, Chairman
Santa Rosa County Board of County Commissioners

**CERTIFICATION REGARDING**
**DEBARMENT, SUSPENSION,**
**AND OTHER RESPONSIBILITY MATTERS**
**PRIMARY COVERED TRANSACTIONS**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:_____ **HOME Investment Partnerships Act (HOME)**
Name: Sam Parker (Project Name)
Title: Chairman M-19-DC-12-0225
(Project Number)

Firm/Agency: Santa Rosa County, Florida

Street Address: Santa Rosa County Administrative Office
6495 Caroline Street
Milton, Florida 32570

FR 24.510 & 24 CFR, Part 24, Appendix A

**CERTIFICATION OF RECEIPT**
**HOME INVESTMENT PARTNERSHIPS PROGRAM REGULATIONS**
**(24 CFR PART 92)**

I/We hereby certify and affirm that Escambia County has provided Santa Rosa County with a complete copy of the current U. S. HUD HOME Program Regulations (24 CFR Part 92), copies of any amendments to the governing Regulations, and related Federal Laws as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the Regulations and understand the requirements which govern the HUD HOME Program financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the Regulations or requirements related thereto should be resolved by contacting the Contract Manager denoted in this Agreement. If the Contract Manager cannot resolve the question, the issue will be submitted to the U. S. Department of Housing and Urban Development (HUD) for review and resolution.

Additionally, I/We have access to a complete copy of the HUD HOME Training Compliance Manual and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

This certification is provided in lieu of including the entire text of 24 CFR Part 92 in this Exhibit. I/We understand that additional copies of the entire text will be promptly provided upon written request directed to the County's designated Contract Manager.

Santa Rosa County:

By:_____
Sam Parker, Chairman
Board of County Commissioners

Date: _____

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16720** **County Administrator's Report 14. 5.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 10/03/2019
**Issue:** Service Fee Change
**From:** John J. Lanza, MD, PhD, MPH, FAAP, Director
**Organization:** Florida Dept. of Health in Esc. Co.
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning Fee Resolution - Dr. John J. Lanza, MD, PhD, MPH, FAAP, FHPS, Director, State of Florida Department of Health, Escambia County Health Department

That the Board adopt, and authorize the Chairman to sign, the Resolution authorizing certain fee changes by the State of Florida Department of Health, Escambia County Health Department, for the services provided by the Escambia County Health Department. The Escambia County Health Department periodically revises its schedule of fees for services, and the new fees will go into effect upon the Board's adoption of this Resolution.

## BACKGROUND:

Periodically the Escambia County Health Department revises its schedule of fees for services. The last revision of the fee schedule occurred on August 2, 2018.

## BUDGETARY IMPACT:

The fee changes by the Florida Department of Health are consistent with fees imposed by surrounding counties and will generate revenue to support operational expenses.

## LEGAL CONSIDERATIONS/SIGN-OFF:

Section 154.01, Florida Statutes states that "The several counties of the state may cooperate with the Department of Health in the establishment and maintenance of full-time county health departments in such counties for the promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations...The Department of Health shall enter into contracts with the several counties for the purposes of this

part."

**PERSONNEL:**
N/A

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

**IMPLEMENTATION/COORDINATION:**
This Recommendation requires the approval of the recommended Resolution.

---

**Attachments**

Resolution Fee Schedule

---

**RESOLUTION NUMBER R2019-_____**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING A REVISED FEE SCHEDULE FOR SERVICES PROVIDED BY THE STATE OF FLORIDA, DEPARTMENT OF HEALTH, ESCAMBIA COUNTY HEALTH DEPARTMENT; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to the provisions of Section 154.01(3), Florida Statutes, the Board of County Commissioners of Escambia County, Florida is authorized to enter into an agreement with the State of Florida, Department of Health for the provision of certain health services to Escambia County citizens; and

**WHEREAS**, the Department of Health has requested an increase in the cost of certain health related services provided pursuant to the parties' contract for the operation of the Escambia County Health Department.

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

**Section 1.** That the forgoing recitals are true and correct and incorporated herein by reference.

**Section 2**. That the Escambia County Health Department Fee Schedule, attached hereto and incorporated herein as Exhibit "A", as it relates to certain health related services pursuant to the parties' contract for the operation of the Escambia County Health Department, is hereby approved as presented.

**Section 3**. 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

BCC Approved: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

[SEAL]

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 09-11-2019

**Exhibit A**
**FLORIDA DEPARTMENT OF HEALTH IN ESCAMBIA COUNTY**
**FEE SCHEDULE FY 2018-2019**

| Clinical Services, Nutrition Services, Public Health Services and Vital Statistics Fees | |
|---|---|
| **SERVICE DESCRIPTION** | **FEE** |
| Vital Statistics Birth and Death Records | $11.00 Birth Certificate; $10 per additional copy of birth certificate, if ordered with initial request.<br>$10.00 Death Certificate<br>$ 5.00 Notary Services - Birth Certificate Amendments<br>$ 3.00 Archival Envelope |
| Record copy | $0.15/page<br>• No charge (first copy to client or provider for continuity of care) |
| Vaccines for Children (VFC) Program (birth through 18 yrs of age) | No charge for children birth through 18 years of age.<br>•Administration fee billed for Medicaid eligible children. |
| Non-VFC Vaccines | Adult vaccines: current care fee plus cost of vaccine |
| Clinical Services by Current Procedural Terminology (CPT) Code | Current Medicare Rate + 25%<br>• If not covered by Medicare, current Medicaid Rate + 25% |
| Laboratory Testing/X-ray | Cost of test plus current care fee |
| Document Certified by MD | $20.00 |
| HIV Test | $20.00 |
| School Physical | $40.00 |
| TB Skin Test Reading | $10.00 |
| Congregate Meal Site Review | $75.00 |
| Nutrition Staff In-Service | $150.00 |
| Nutrition Counseling - Interagency | $40.00 |
| Nutrition Counseling - Individual | $50.00 |
| Health Screening - On Site | $80.00 |
| Public Health - Cluster/outbreak investigations - commercial enterprises and disputes between private parties on public health matters | Actual Cost |
| Initial review and certification, annual updates and revisions of emergency plans for home health agencies, nurse registries, hospice programs, and home medical equipment providers | $100.00 |

| Environmental Health Permits and Inspections | | | |
|---|---|---|---|
| **SERVICE DESCRIPTION** | **STATE FEE** | **COUNTY FEE** | **TOTAL FEE** |
| **POOLS (Application Fee)** | | | |
| > 25,000 Gallons | $250.00 | $168.00 | $418.00 |
| ≤ 25,000 Gallons | $125.00 | $79.00 | $204.00 |
| Exempted Pool (over 32 units) | $50.00 | $53.00 | $103.00 |
| **BODY PIERCING FACILITIES** | | | |
| Application Fee | $150.00 | $0.00 | $150.00 |
| **TANNING FACILITIES** | | | |
| Permit | $150 + $5 each additional device | $105.00 | Min $255/Max $315 |
| Plan Review | $0.00 | $27.00 | $27.00 |
| Preliminary Inspection to License | $0.00 | $27.00 | $27.00 |
| **OSTDS (Septic Tanks)** | | | |
| New System Escambia CHD Fee State | $350.00 | $200.00 | $550.00 |
| Abandonment | $50.00 | $50.00 | $100.00 |
| Existing > 3 yrs. Old | $85.00 | $150.00 | $235.00 |
| Repair | $300.00 | $50.00 | $350.00 |

**Exhibit A**
**FLORIDA DEPARTMENT OF HEALTH IN ESCAMBIA COUNTY**
**FEE SCHEDULE FY 2018-2019**

| SERVICE DESCRIPTION | STATE FEE | COUNTY FEE | TOTAL FEE |
|---|---|---|---|
| **GROUP FACILITIES** | | | |
| Adult Family Care Homes | $0.00 | $187.00 | $187.00 |
| Assisted Living < 24 | $0.00 | $319.00 | $319.00 |
| Assisted Living ≥ 24 | $0.00 | $345.00 | $345.00 |
| Crisis Stabilization Unit < 24 | $0.00 | $319.00 | $319.00 |
| Crisis Stabilization Unit ≥ 24 | $0.00 | $345.00 | $345.00 |
| Intermediated Care Facilities for developmentally disabled | $0.00 | $240.00 | $240.00 |
| Mobile Home & Recreational Vehicle Park (preempted) | $4/space | $0.00 | Min $100/Max $600 |
| Other Residential Facilities | $0.00 | $319.00 | $319.00 |
| Residential Alcohol, Drugs &/or Mental Health Facilities < 12 | $0.00 | $319.00 | $319.00 |
| Residential Alcohol, Drugs &/or Mental Health Facilities ≥ 12 | $0.00 | $345.00 | $345.00 |
| Residential Group Care < 24 | $0.00 | $319.00 | $319.00 |
| Residential Group Care ≥ 24 | $0.00 | $345.00 | $345.00 |
| School Inspections | $0.00 | $187.00 | $187.00 |
| Transitional Living Facilities < 24 | $0.00 | $319.00 | $319.00 |
| Transitional Living Facilities ≥ 24 | $0.00 | $349.00 | $349.00 |
| **FOOD SERVICE FACILITIES** | | | |
| Alcohol Inspection Approval | $30.00 | $50.00 | $80.00 |
| Bars/Lounges | $190.00 | $160.00 | $350.00 |
| Civic/Fraternal | $190.00 | $50.00 | $240.00 |
| Jails/Prisons | $250.00 | $160.00 | $410.00 |
| Limited Food | $110.00 | $97.00 | $207.00 |
| Movie Theaters | $190.00 | $150.00 | $340.00 |
| Residential Facilities | $135.00 | $160.00 | $295.00 |
| School - 3 inspections | $170.00 | $97.00 | $267.00 |
| School - 4 inspections | $200.00 | $160.00 | $360.00 |
| Other Food Service | $190.00 | $160.00 | $350.00 |
| **LATE PERMIT FEES** | | | |
| All Permitted Facilities | varies | $50.00 | $50.00 plus applicable state fee |

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16873** **County Administrator's Report 14. 6.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 10/03/2019
**Issue:** Derelict Vessel Removal Grant Agreement (No. 19105) with the Florida Fish and Wildlife Conservation Commission
**From:** Chips Kirschenfeld, Director
**Organization:** Natural Resources
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning a Derelict Vessel Removal Grant Agreement, in the Amount up to $3,300, with the Florida Fish and Wildlife Conservation Commission - J. Taylor “Chips” Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve and authorize the Chairman to sign the State of Florida, Florida Fish and Wildlife Conservation Commission (FWC) Agreement No. 19105, relating to the Derelict Vessel Removal Grant for Fiscal Year 2018-2019, which provides up to $3,300 in Grant funding from FWC, combined with Escambia County’s in-kind and matching funds up to $10,000 from Vessel Registration Fees.

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

- Paragraph 29, SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE, (page 17 of 20), last sentence, "Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues."
- Paragraph 31, JURY TRIAL WAIVER, (page 18 of 20), "As part of the consideration of this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*."

[Funding Source: Fund 110, Other Grants and Projects, Cost Center to be determined at the time of Supplemental Budget Amendment. Match of in-kind services and cash match from Vessel Registration Fees]

**BACKGROUND:**

Florida Fish and Wildlife Conservation Commission (FWC) announced a Derelict Vessel Final Removal Funding Opportunity Grant Round 4 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 Escambia County Sheriff Marine Unit.

Escambia County Department of Natural Resources Management, Marine Resources Division, has determined derelict vessel removal costs, and per BCC action at its meeting on June 20, 2019, submitted the Grant Application. 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 for removal of the derelict vessel (30ft sailboat) is $4,400, therefore FWC will reimburse Escambia County $3,300. Escambia County's cash match funds will be provided by the county portion of Vessel Registration Fees.

**BUDGETARY IMPACT:**

Funding Source: Fund 110, Other Grants and Projects, Cost Center to be determined at the time of Supplemental Budget Amendment. Match of in-kind services and cash match from Vessel Registration Fees.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Grant Agreement was reviewed and approved, as to form and legal sufficiency, by Kristin Hual, Senior Assistant County Attorney.

**PERSONNEL:**

No additional impact to personnel related to this recommendation.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Resolutions, Agreements and Contracts: Board Policy II.B.8.

**IMPLEMENTATION/COORDINATION:**

Department of Natural Resources Management, Marine Resources Division, will continue coordination with FWC on all activities associated with the Grant Agreement.

---

**Attachments**

FWC 19105
BCC Resume 06202019

**STATE OF FLORIDA**
**FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**

ORIGINAL

**AGREEMENT NO.** 19105

| | |
|---|---|
| **CFDA Title(s):** N/A | **CFDA No(s).:** N/A |
| **Name of Federal Agency(s):** N/A | |
| **Federal Award No(s):** N/A | **Federal Award Year(s):** N/A |
| **Federal Award Name(s):** N/A | |
| **CSFA Title(s).:** Derelict Vessel Removal Grant | **CSFA No(s).:** 77005 |
| **State Award No(s).:** 19105 | **State Award Year(s):** 2018-2019 |
| **State Award Name(s):** Escambia County Derelict Vessel Removal Project (3) | |

This Agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "**Commission**," and the Escambia County BOCC, FEID # 59-6000598, whose address is 3363 West Park Place, Pensacola, Florida 32505, hereinafter "**Grantee**."

**WHEREAS**, the Commission and Grantee have partnered together to remove derelict vessels from the waters of the state; and,

**WHEREAS,** Grantee has been awarded Bulk Derelict Vessel Removal Grant 19105; and,

**WHEREAS**, such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

**NOW THEREFORE**, the Commission and the Grantee, for the considerations hereafter set forth, agree as follows:

1. **PROJECT DESCRIPTION.**

The Grantee shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A and made a part hereof (hereafter, Scope of Work). The Scope of Work specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this agreement is the result of Grantee responses to the Commission's request for competitive or other grant proposals, the Grantee's response is hereby incorporated by reference.

2. **PERFORMANCE.**

The Grantee shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the Grantee. Grantee shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Grantee shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Grantee shall provide evidence of such compliance to the Commission upon request. The Grantee shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the Grantee warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Grantee. Grantee shall immediately notify the Commission's Grant Manager in writing if its ability to perform under the Agreement is compromised in any manner during the term of the Agreement. The Commission shall take appropriate action, including potential termination of this Agreement pursuant to Paragraph nine (9) below, in the event the Grantee's ability to perform under this Agreement becomes compromised.

3. **AGREEMENT PERIOD.**

A. **Agreement Period and Commission's Limited Obligation to Pay.** This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign, and shall remain in effect through 12/31/2019. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, preaward costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

4. **COMPENSATION AND PAYMENTS.**

A. **Compensation.** As consideration for the services rendered by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $3,300.00.

B. **Payments.** The Commission shall pay the Grantee for satisfactory performance of the tasks identified in Attachment A, Scope of Work, as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Grant Manager identified in Paragraph ten (10), below. Unless otherwise specified in the Scope of Work, invoices shall be due monthly, commencing from the start date of this Agreement. Invoices must be legible and must clearly reflect the Deliverables that were provided in accordance with the terms of the Agreement for the invoice period. Unless otherwise specified in the Scope of Work, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Further, pursuant to Section 215.971(1)(d), F.S., the Commission may only reimburse the Grantee for allowable costs resulting from obligations incurred during the agreement period specified in Paragraph three (3).

C. **Invoices.** Each invoice shall include the Commission Agreement Number and the Grantee's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation, may be submitted electronically to the attention of the Commission's Grant Manager identified in Paragraph ten (10), below. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Grantee acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.

D. **Match.** Pursuant to grant program guidelines, the Grantee is required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A, Scope of Work.

E. **Travel Expenses.** If authorized in Attachment A, Scope of Work, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.

F. **State Obligation to Pay.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation and authorization to spend by the Legislature. The Parties hereto understand that this Agreement is not a commitment to future appropriations, but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Grant Manager shall notify the Grantee in writing at the earliest possible time if funds are not appropriated or available.

G. **Non-Competitive Procurement and Rate of Payment.** Section 216.3475, F.S., requires that under non-competitive procurements, a Grantee may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Grantee warrants, by execution of this Agreement, that the amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.

H. **Time Limits for Payment of Invoices.** Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve Deliverables, unless the Scope of Work specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the Deliverables are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a Grantee due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

I. **Electronic Funds Transfer.** Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm

Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

J. **Vendor Ombudsman.** A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

5. **RETURN OR RECOUPMENT OF FUNDS.**

A. **Overpayment to Grantee.** Pursuant to Section 215.971(1)(e)&(f), F.S., the Grantee shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by the Commission. In the event the Grantee or its independent auditor discovers that overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event the Commission first discovers an overpayment has been made, the Commission will notify the Grantee in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Grant Manager, and made payable to the "The Florida Fish and Wildlife Conservation Commission."

B. **Additional Costs or Monetary Loss Resulting from Grantee Non-Compliance.** If the Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the Commission or the State of Florida to the extent allowed by Florida Law, the Commission can recoup that cost or loss from monies owed to the Grantee under this Agreement or any other agreement between Grantee and the Commission. In the event the discovery of this cost or loss arises when no monies are available under this Agreement or any other agreement between the Grantee and the Commission, the Grantee will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Grantee is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

6. **COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.**

A. **Commission Exempt from Taxes.** The Grantee recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement. Grantee is placed on notice that this exemption generally does not apply to nongovernmental entity recipients, subrecipients, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission Grant Manager.

B. **Property Exempt from Lien.** If the Grant involves the improvement of real property titled to the State of Florida, then the following paragraph applies:

> The Grantee acknowledges that Property being improved is titled to the State of Florida, and is not subject to lien of any kind for any reason. The Grantee shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

7. **MONITORING.**

The Commission's Grant Manager shall actively monitor the Grantee's performance and compliance with the terms of this Agreement. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific State and Federal monitoring terms and conditions are found in Attachment B, Audit Requirements. Additionally, monitoring terms, conditions, and schedules may be included in Attachment A, Scope of Work.

8. **TERMINATION.**

A. **Commission Termination.** The Commission may unilaterally terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days of written notice of its intent to terminate. The Grantee shall not be entitled to recover any cancellation charges or lost profits. The Grantee may request termination of the Agreement for convenience.

B. **Termination – Fraud or Willful Misconduct.** This Agreement shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the Commission shall provide the Grantee with written notice of termination.

C. **Termination – Other.** The Commission may terminate this Agreement if the Grantee fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

D. **Termination - Funds Unavailability.** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Commission may terminate this Agreement upon no less than twenty-four (24) hours' notice in writing to the Grantee. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, the Grantee will be compensated for any work satisfactorily completed and any non-cancellable obligations properly incurred prior to notification of termination.

E. **Grantee Discontinuation of Activities upon Termination Notice.** Upon receipt of notice of termination, the Grantee shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Grantee shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

9. **REMEDIES.**

A. **Financial Consequences.** In accordance with Sections 215.971(1)(a)&(b), F.S., Attachment A, Scope of Work, contains clearly established tasks in quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable specifies the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If the Grantee fails to produce each deliverable within the time

frame specified by the Scope of Work, the budget amount allocated for that deliverable will be deducted from the Grantee's payment. In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences, identified in the Scope of Work.

B. **Cumulative Remedies.** The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Agreement.

**10. NOTICES AND CORRESPONDENCE.**

Any and all notices shall be delivered to the individuals identified below. In the event that either Party designates a different Grant Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Grant Manager, or an individual authorized to receive notice on behalf of that Party, to all other Parties as soon as possible, but not later than five (5) business days after the new Grant Manager has been named. A designation of a new Grant Manager shall not require a formal amendment to the Agreement.

| FOR THE COMMISSION: | FOR THE GRANTEE: |
|---|---|
| Grant Manager | Grant Manager |
| Phil Horning | Mr. Robert Turpin |
| Derelict Vessel Program Administrator | Escambia County BOCC, Florida |
| Fish and Wildlife Conservation Commission | Manager Marine Resources |
| 620 S. Meridian Street, Room 235I | 3363 West Park Place |
| Tallahassee, Florida 32399 | Pensacola, Florida 32505 |
| (850) 617-9540 Direct | (850) 5545869 Office |
| (850) 488-9284 Fax | (N/A) |
| Phil.Horning@MyFWC.com | RKTurpin@MyEscambia.com |

**11. AMENDMENT.**

A. **Waiver or Modification.** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the Parties.

B. **Change Orders.** The Commission may, at any time, by written order, make a change to this Agreement. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Grantee's cost or time shall require an Amendment. Minor changes, such as those updating a Party's contact information, may be accomplished by a Modification.

C. **Renegotiation upon Change in Law or Regulation.** The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Agreement necessary.

**12. PROPERTY RIGHTS.**

If this Agreement includes Federal funds, the provisions of Sections 200.310-200.316, OMB Uniform Guidance (2 CFR 200), and any language addressing Federal rights, apply.

**A. Intellectual and Other Intangible Property.**

i. **Grantee's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in the Attachment A, Scope of Work, intellectual and other intangible property rights to the Grantee's preexisting property will remain with the Grantee.

ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Grantee under this Agreement for the Commission shall be handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.

iii. **Commission Intellectual Property Rights.** Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Agreement is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

**B. Purchase or Improvement of Real Property**

**This agreement is not for the purchase or improvement of real property, therefore, the following terms and conditions do not apply.**

i. **Federal Funds.** Any Federal funds provided for the purchase of or improvements to real property are subject to the Property Standards of Sections 200.310 - 200.316, and 200.329, OMB Uniform Guidance (2 CFR 200), as amended.

ii. **Title.** If this agreement is supported by state funds, the Grantee shall comply with Section 287.05805, F.S. This section requires the Grantee to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A, Scope of Work. Title to state-owned real property remains vested in the state. Title to federally-owned real property remains vested in the Federal government in accordance with the provisions of Section 200.312, OMB Uniform Guidance (2 CFR 200), as amended.

iii. **Use.** Federally-owned real property will be used for the originally authorized purpose as long as needed for that purpose in accordance with Section 200.311, OMB Uniform Guidance (2 CFR 200). State-owned real property will be used as provided in Attachment A, Scope of Work.

**C. Non-Expendable Property.** The following provisions apply to the extent that the grant allows the acquisition of non-expendable property.

i. **Non-Expendable Property Defined.** For the requirements of this section of the Agreement, "non-expendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of **$1,000.00** or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are

circulated to students or the general public, with a value or cost of **$25.00** or more; and uncirculated hardback-covered bound books, with a value or cost of **$250.00** or more).

ii. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Agreement shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Agreement unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A, Scope of Work.

**D. Equipment and Supplies.** The following provisions apply to the extent that the grant allows the acquisition of equipment and supplies.

i. **Title - Equipment.** Title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity in accordance with Sections 200.313 and 200.314, OMB Uniform Guidance (2 CFR 200).

ii. **Title – Supplies.** Title to supplies will vest in the non-Federal entity upon acquisition. Unused supplies exceeding **$5,000.00** in total aggregate value upon termination or completion of the project or program are subject to Section 200.314, OMB Uniform Guidance.

iii. **Use – Equipment.** Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed

**13. RELATIONSHIP OF THE PARTIES.**

**A. Independent Grantee.** The Grantee shall perform as an independent grantee and not as an agent, representative, or employee of the Commission. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Grantee and the Commission.

**B. Grantee Training and Qualifications.** Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification.

**C. Commission Security.** All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Grantee. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's other requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Commission, in coordination with the Grantee, may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.

**D. Commission Rights to Assign or Transfer.** The Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to

another governmental agency in the State of Florida, upon giving prior written notice to the Grantee.

E. **Commission Rights to Undertake and Award Supplemental Agreements.** Grantee agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Grantee and its subcontractors shall cooperate with such other Grantees and the Commission in all such cases.

**14. SUBCONTRACTS.**

A. **Authority.** Grantee is permitted to subcontract work under this Agreement, therefore, the following terms and conditions apply. The Grantee shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. The Grantee must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission in coordination with the Grantee reserves the right to reject any subcontractor. The Grantee agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Grantee further agrees that the Commission shall not be liable to the extent allowed by law, to any subcontractor for any expenses or liabilities incurred under the subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. **Grantee Payments to Subcontractor.** If subcontracting is permitted pursuant to Paragraph A, above, Grantee agrees to make payments to the subcontractor upon completion of work and submitted invoice in accordance with the contract between the Grantee and subcontractor. Failure to make payment pursuant to any subcontract will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due."

C. **Commission Right to Reject Subcontractor Employees.** The Commission in coordination with Grantee shall retain the right to reject any of the Grantee's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.

D. **Subcontractor as Independent Contractor.** If subcontracting is permitted pursuant to Paragraph A above, the Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

**15. MANDATORY DISCLOSURE.**

These disclosures are required by State law, as indicated, and apply when this Agreement includes State funding; and by Federal law, as indicated, and apply when the Agreement includes a Federal award.

A. **Disclosure of Interested State Employees and Conflict of Interest.** This Agreement is subject to Chapter 112, F.S. Grantee shall provide the name of any officer, director, employee, or other agent who is affiliated with this project and an employee of the State of Florida. If the Agreement includes a Federal award, then the Agreement is also subject to Section 200.112, OMB Uniform Guidance (2 CFR 200). Grantee must disclose, in writing, any potential conflict of interest to the Commission in accordance with applicable Federal awarding agency policy.

B. **Convicted Vendors.** Grantee hereby certifies that neither it, nor any person or affiliate of Grantee, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Grantee shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.

i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.

C. **Vendors on Scrutinized Companies List.**

i. **Scrutinized Companies.** Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

D. **Discriminatory Vendors.** Grantee shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity." Section 287.134(2)(a), F.S.. Grantee has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

E. **Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.** Throughout the term of the Agreement, the Grantee has a continuing duty to promptly disclose to

the Commission's Grant Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Grantee's ability to perform under this agreement. If the existence of such Proceeding causes the Commission concern that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and, b.) Grantee and/or its employees or agents have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

F. **Certain Violations of Federal Criminal Law.** If this agreement includes a Federal award, then in accordance with Section 200.113, OMB Uniform Guidance (2 CFR 200), Grantee must disclose, in a timely manner, in writing to the Commission all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

16. INSURANCE.

The Grantee warrants and represents that it is insured, or self-insured for liability insurance, in accordance with applicable state law and that such insurance or self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

17. SPONSORSHIP.

As required by Section 286.25, F.S., if any recipient, subrecipient, contractor or subcontractor under this grant is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Grantee's organization. Additional sponsorship requirements may be specified in Attachment A, Scope of Work.

18. PUBLIC RECORDS.

A. This Agreement may be unilaterally canceled by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Grantee in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.

B. If the Grantee meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Grantee shall comply with the following:

i. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399**

ii. Keep and maintain public records required by the Commission to perform the service.

iii. Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.

v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

**19. COOPERATION WITH INSPECTOR GENERAL.**

Pursuant to subsection 20.055(5), F.S., Grantee, and any subcontractor to the Grantee, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

**20. SECURITY AND CONFIDENTIALITY.**

The Grantee shall not divulge to third parties any clearly marked confidential information obtained by the Grantee or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Grant work. To ensure confidentiality, the Grantee shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Grant.

**21. RECORD KEEPING REQUIREMENTS.**

A. **Grantee Responsibilities.** The Grantee shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.

B. **State Access to Grantee Books, Documents, Papers, and Records.** The Grantee shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this

Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

C. **Grantee Records Retention.** Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) fiscal years following the close of this Agreement, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/), whichever is longer. Grantee shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

D. **Grantee Responsibility to Include Records Requirements – Subcontractors.** In the event any work is subcontracted under this Agreement, the Grantee shall include the aforementioned audit and record keeping requirements in all subsequent contracts.

E. **Compliance with Federal Funding Accountability and Transparency.** Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: http://www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to **$25,000.00** awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

**22. FEDERAL AND FLORIDA SINGLE AUDIT ACT REQUIREMENTS.**

Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the Grantee has been determined to be a recipient of state financial assistance and/or a subrecipient of a federal award. Therefore, pursuant to Section 215.97, F.S. and/or OMB Uniform Guidance (2 CFR 200), the Grantee may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the Grantee shall comply with the audit requirements outlined in Attachment B, "Requirements of the Federal and Florida Single Audit Acts," attached hereto and made a part of the Agreement, as applicable.

**23. FEDERAL COMPLIANCE.**

As applicable, Grantee shall comply with all federal laws, rules, and regulations, including but not limited to:

i. **Clean Air Act and Water Pollution Control Act.** All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).
ii. **Lacey Act, 16 U.S.C 3371-3378.** This Act prohibits trade in wildlife, fish and plants have been illegally taken, possessed, transported or sold.
iii. **Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.** This Act governs marine fisheries in Federal waters.
iv. **Migratory Bird Treaty Act, 16 U.S.C. 703-712.** The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means

whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

v. **Endangered Species Act, 16 U.S.C. 1531, et seq.** The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a "taking" of any listed species of endangered fish or wildlife. Also generally prohibited are the import, export, interstate, and foreign commerce of listed species.

**24. FEDERAL FUNDS. No Federal Funds are applied to this Agreement, therefore, the following terms and conditions do not apply.**

**A. Prior Approval to Expend Federal Funds to Federal Agency or Employee.** It is understood and agreed that the Grantee is not authorized to expend any federal funds under this Contract to a federal agency or employee without the prior written approval of the awarding federal agency.

**B. Equal Employment Opportunity.** Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). Applicable, except as otherwise provide under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.

**C. Davis-Bacon Act.** The Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5. Applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of **$2,000.00** for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

**D. Copeland "Anti-Kickback Act.** The Copeland "Anti-Kickback" Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). Applicable to contracts awarded by a non-Federal entity in excess of **$100,000.00** that involve employment of mechanics or labors. Under this Act, contractors and subrecipients are prohibited from inducing, by any mean, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

**E. Contract Work Hours and Safety Standards Act.** Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of **$2,000.00**, and in excess of **$2,500.00** for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of a standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.

**F. Rights to Inventions Made Under a Contract or Agreement.** 37 CFR Part 401. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or subrecipient must comply with the requirements of 37

CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. **Energy Efficiency.** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

H. **Debarment and Suspension Contractor Federal Certification.** In accordance with Federal Executive Order 12549 and 2 CFR Part 1400 regarding Debarment and Suspension, the Grantee certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

I. **Prohibition against Lobbying.**

i. **Grantee Certification – Payments to Influence.** The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. The Grantee also certifies that they have not engaged any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of the Grantee with respect to this Contract and its related federal contract, grant, loan, or cooperative agreement; or, if the Grantee has engaged any registrant with respect to this Contract and its related Federal contract, grant, loan, or cooperative agreement, the Grantee shall, prior to or upon execution of this Contract, provide the Commission Contract Manager a signed declaration listing the name of any said registrant. During the term of this Contract, and at the end of each Calendar quarter in which any event occurs that materially affects the accuracy of this certification or declaration, the Grantee shall file an updated declaration with the Commission's Contract Manager. If any non-federal funds are used for lobbying activities as described above in connection with this Contract, the Grantee shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

ii. **Grantee – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Grantee agrees to refrain from entering into any subcontracts under this Contract with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

J. **Compliance with Office of Management and Budget Circulars.** As applicable, Grantee shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

K. **Drug Free Workplace.** Pursuant to the Drug-Free Workplace Act of 1988, the Grantee attests and certifies that the Grantee will provide a drug-free workplace compliant with 41 U.S.C. 81.

## 25. CONTRACT-RELATED PROCUREMENT.

A. **PRIDE.** In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at http://www.pride-enterprises.org.

B. **Respect of Florida.** In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

C. **Procurement of Recycled Products or Materials.** Grantee agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

## 26. PROFESSIONAL SERVICES.

A. **Architectural, Engineering, Landscape Architectural, or Survey and Mapping.** If this Agreement is for the acquisition of professional architectural, engineering, landscape architectural, or registered surveying and mapping services, and is therefore subject to Section 287.055, F.S., the following provision applies:

> The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or

registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

B. **Termination for Breach.** For the breach or violation of this provision, the Commission shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

## 27. INDEMNIFICATION.

If Grantee is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If Grantee is not a state agency or subdivision as defined above, Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors, provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission. If this is a Professional Services Agreement as defined in Subsection 725.08 F.S., then notwithstanding the provisions of Subsection 725.06 F.S., the design professional shall only be liable for, and fully indemnify, defend, and hold harmless the State, the Commission, and their officers, agents, and employees, for actions caused in whole or in part, by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

## 28. NON-DISCRIMINATION.

No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

## 29. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

**30. NO THIRD PARTY RIGHTS.**

The Parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a party to this Agreement.

**31. JURY TRIAL WAIVER.**

As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*.

**32. PROHIBITION OF UNAUTHORIZED ALIENS.**

In accordance with Federal Executive Order 96-236, the Commission shall consider the employment by the Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the Grantee knowingly employs unauthorized aliens.

**33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).**

A. **Requirement to Use E-Verify.** Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Grantee to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Grantee during the Agreement term; and, 2.) include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

B. **E-Verify Online.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at http://www.dhs.gov/files/programs/gc_1185221678150.shtm

C. **Enrollment in E-Verify.** If Grantee does not have an E-Verify MOU in effect, the Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

D. **E-Verify Recordkeeping.** The Grantee further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Grantee's enrollment in the program. This includes maintaining a copy of proof of the Grantee's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

E. **Employment Eligibility Verification.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Agreement and the Commission may treat a failure to comply as a material breach of the Agreement.

## 34. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Agreement believes is excusable under this paragraph, Grantee shall notify the Commission's Grant Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

## 35. TIME IS OF THE ESSENCE.

Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in the Scope of Work, Attachment A.

## 36. ENTIRE AGREEMENT.

This Agreement with all incorporated attachments and exhibits represents the entire Agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail;

this Agreement and its attachments, the terms of the solicitation and the Grantee's response to the solicitation.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

SIGNATURE

Name: Lumon J. May, Chairman

Title: _____

Date: _____

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Deputy Clerk

**FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**

SIGNATURE

Name: _____

Title: _____

Date: _____

**Approved as to form and legality by FWC Attorney:**

SIGNATURE

Approved as to form and legal sufficiency.

By/Title: _____

Date: 9/16/19

Attachments in this Agreement include the following:

| | | |
|---|---|---|
| Attachment | A | Scope of Work |
| Attachment | B | Requirements of the Federal and Florida Single Audit Acts |
| Exhibit | 1 | Federal and State Funding Detail |
| Attachment | C | Cost Reimbursement Contract Payment Requirements |
| Attachment | D | Derelict Vessel Removal Best Management Practices |
| Attachment | E | Letter of Return on Investment for the State |
| Attachment | F | Sample Invoice Form |
| Attachment | G | Monthly Progress Report |
| Attachment | H | Certificate of Completion |

## Attachment A – SCOPE OF WORK

| Project Name: | Escambia County Derelict Vessel Removal 3 | FWC Contract No. | 19105 |
|---|---|---|---|

### 1. PROJECT DESCRIPTION

A. **Purpose:** The purpose of this project is to remove one derelict vessel from the public waters of the state within the jurisdiction of Escambia County, Florida.

B. **Project Benefits:** The removal of this derelict vessel will improve boating safety by removing a hazard to navigation. This project will also help to restore sensitive marine resources and improve water quality.

### 2. DELIVERABLE(S) Remove 1 derelict vessel

A. **Tasks:** The Grantee shall provide all labor, equipment, and materials to remove each derelict vessel listed below from the public waters of the state within the jurisdiction of Escambia County and properly dispose of the vessels in the designated disposal location:

1) ECSO19OFF011962
Description: 30' White Unknown sailboat: FL1843GP
HIN: CPY306201175
Location: 30 24.2067(N) / 087 15.41568(W)
Disposal: Landfill

B. **Documentation used as evidence of performance:** The Grantee shall provide to the Commission a Final Disposition Report. This report shall contain the list of all derelict vessels removed, the disposition of each derelict vessel, and photographs that document the condition of each vessel prior to removal, the removal process for each vessel, and the final disposition of each vessel.

### 3. FINANCIAL CONSEQUENCES

The Commission may restrict payment of any or all costs for failure to complete the project as described herein within the timeframe allowed, or for failure to correct any project deficiencies, as noted in the final project inspection. The final project inspection will be done by a Commission officer verifying that the entire vessel for each task has been removed according to the project plan.

Failure of Grantee to have all receipts and evidence of project performance delivered to FWC on or before December 31, 2019, before close of business may jeopardize payment of funds to the Grantee per the agreement.

## 4. PERFORMANCE

A. **Acceptance of Agreement:** The Grantee will accept the agreement and have it signed and returned to the Commission within 30 days of receipt. Failure to have the agreement returned within the specified time will render the agreement null and void. In some cases, the Commission will allow a modified return time with prior notice and approval from the Commission's Contract Manager.

B. **Commencement of Work:** The Grantee shall commence work on the overall project as soon as notified by the Commission of the agreement execution. Failure by the Grantee to execute the work within 60 days of agreement execution shall result in the agreement being null and void, unless prior approval for a delay is granted by the Commission's Contract Manager.

C. **Procurement:** The Grantee shall procure goods and services through a competitive solicitation process in accordance with Chapter 287, Florida Statutes. The Grantee has already included in the application the quote provided by the contractor chosen for the task and the Commission will not pay to the Grantee any more than 75 percent of the quoted price for each task or 75 percent of the actual cost if less than the quoted price. The Grantee will insure that the selected contractor has adequate insurance and is qualified to do the work. A copy of the state's Derelict Vessel Removal Best Management Practices, attached as Attachment D, will provide guidance as to whether or not the selected contractor is qualified to do the work.

D. **Closeout:** Final receipts with required evidence of completion will be received by the Commissions Contract Manager no later than December 31, 2019.

## 5. COMPENSATION AND PAYMENT

A. **Compensation:** For satisfactory completion of the tasks described in this Scope of Work, by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $3,300.00. The Grantee shall be reimbursed only for budgeted expenses that are directly related to the removal and disposal of vessels within the project.

B. **Cost Share:** The Grantee agrees to provide 25% or at least $1,100.00 of the total cost of the project as indicated in the FWC Derelict Vessel Removal Grant Guidelines. The total compensation by the Commission shall be $3,300.00 or 75% of the total cost for the project whichever is less.

C. **Salvage Value:** The Grantee shall be entitled to the salvage value of any grant-designated derelict vessel or any part(s) or accessories thereof, not used in the construction of a permitted artificial reef site, excluding the hull. All such salvage activities not essential to the physical removal of a derelict vessel shall be accomplished after the vessel has been removed

from public waters. The salvage value of each vessel shall be deducted by the Grantee when determining the reimbursement request for the removal and disposal costs for each derelict vessel. Vessel hulls must be destroyed and not salvaged in whole. All salvaged materials from such vessels must be removed from the vessels before being sold for salvage. By law, such salvage values must offset the cost of removal to be allowed.

D. **Forms and Documentation:** The Grantee shall be reimbursed on a cost reimbursement basis in accordance with 2011 Reference Guide for State Expenditures attached hereto and made a part hereof as Attachment C.

The request for reimbursement shall include an invoice in a format similar to Attachment F, Sample Invoice Form, which shall include the FWC Agreement Number, the Grantee's Federal Employer Identification (FEID) Number, and the dates of service. The invoice shall be accompanied by Attachment H: Certificate of Completion, photographs to document project removal and completion, an itemized list of all project expenditures, and copies of invoices and cancelled checks or check numbers to document payment for all project expenditures.

## 6. MONITORING

A. **Compliance Monitoring and Corrective Actions:** The Commission will monitor the Grantee's service delivery to determine if the Grantee has achieved the required level of performance. If the Commission in its sole discretion determines that the Grantee failed to meet any of the terms or conditions of this Agreement, the Grantee will be sent a formal written notice. The Grantee shall correct all identified deficiencies within forty-five (45) days of notice. Failure to achieve 100% compliance with all of the terms and conditions of this Agreement or failure to correct the deficiencies identified in a notice identifying deficiencies within the time frame specified may result in delays in payment or termination of this Agreement in accordance with the terms of the Agreement.

B. **Site Inspections:** The Commission may inspect the Project site prior to and, if applicable, during the removal of project vessels. The Grantee shall notify the Commission's Contract Manager when the Project has reached substantial completion so that inspection may occur in a timeframe allowing for the timely submission and processing of the final invoice. The Commission's Contract Manager, or designee, shall inspect the work accomplished on the project and, if deemed complete and in compliance with the terms of the Agreement, approve the request for payment. All derelict vessel removal sites will be inspected by a Commission officer to verify the complete removal of the vessel as described in the Agreement.

C. **Project Progress Reports:** The Grantee shall submit to the Commission, on a monthly basis, project progress reports outlining the progress of the project, and identifying any problems that may have arisen and actions taken to correct such problems. Such reports shall be submitted on the Project Monthly Progress Report Form attached hereto and made a part hereof as Attachment G. Reports are due to the Commission's Contract Manager by the 15th of the month immediately following the reporting period until the Certificate of Completion is submitted.

D. **Best Management Practices:** The Grantee shall ensure that the contractor chosen to complete the tasks as indicated in this Scope of Work are both able and instructed to follow state Derelict Vessel Removal Best Management Practices (BMPs), (Attachment D). Failure to follow these BMPs may subject both the contractor and the Grantee to State or Federal fines and penalties if it is shown that these practices were not followed.

A. **Certificate of Completion:** Upon completion of the Project, the Contract Manager for the Grantee shall sign a Certificate of Completion form, Attachment H, attached hereto and made a part hereof, that certifies the project was completed in accordance with this Scope of Work and the Agreement. For reporting purposes this project will be submitted to the Executive Office of the Governor, a Letter of Return on Investment for the State is attached hereto and made part thereof as Attachment E to this agreement.

**7. INTELLECTUAL PROPERTY RIGHTS**

No additional requirements. Refer to Section 12 of the Agreement.

**8. SUBCONTRACTS**

No additional requirements. Refer to Section 14 of the Agreement.

**9. INSURANCE**

No additional requirements. Refer to Section 16 of the Agreement.

**10. SECURITY AND CONFIDENTIALITY**

No additional requirements. Refer to Section 20 of the Agreement.

**11. RECORD KEEPING REQUIREMENTS**

No additional requirements. Refer to Section 21 of the Agreement.

**12. NON-EXPENDABLE PROPERTY**

No additional requirements. Refer to Section 12 of the Agreement.

**13. PURCHASE OR IMPROVEMENT OF REAL PROPERTY**

No additional requirements. Refer to Section 12 of the Agreement.

**Attachment B**
**AUDIT REQUIREMENTS**

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Grantee may be subject to audits and/or monitoring by the Commission as described in Part II of this attachment regarding State funded activities. If this Agreement includes a Federal award, then Grantee will also be subject to the Federal provisions cited in Part I. If this Agreement includes both State and Federal funds, then all provisions apply.

**MONITORING**

In addition to reviews of audits conducted in accordance with Sections 200.500-200.521, Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (2 CFR 200), as revised, hereinafter "OMB Uniform Guidance" and Section 215.97, F.S., as revised (see "AUDITS" below), the Commission may conduct or arrange for monitoring of activities of the Contractor. Such monitoring procedures may include, but not be limited to, on-site visits by the Commission staff or contracted consultants, limited scope audits as defined by Section 200.331, OMB Uniform Guidance and/or other procedures. By entering into this Contract, the Grantee agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services or the Florida Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED.** If this Agreement includes a Federal award, then the following provisions apply:

**A.** This part is applicable if the Grantee is a State or local government or a non-profit organization as defined in Sections 200.90, 200.64, or 200.70, respectively, OMB Uniform Guidance.

**B.** In the event that the Grantee expends **$500,000.00 ($750,000.00** for fiscal years beginning on or after December 26, 2014) or more in Federal awards in its fiscal year, the Grantee must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and Sections 200.500-200.521, OMB Uniform Guidance. EXHIBIT 1 to this Attachment indicates Federal resources awarded through the Commission by this Agreement. In determining the Federal awards expended in its fiscal year, the Grantee shall consider all sources of Federal awards, including Federal resources received from the Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by Sections 200.500-200.521, OMB Uniform Guidance. An audit of the Grantee conducted by the Auditor General in the OMB Uniform Guidance, will meet the requirements of this part.

**C.** In connection with the audit requirements addressed in Part I, paragraph A. herein, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in Section 200.508, OMB Uniform Guidance. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.

**D.** If the Grantee expends less than **$500,000.00 ($750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Grantee expends less than **$500,000.00 ($750,000.00** for fiscal years beginning on or after

December 26, 2014) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than Federal entities).

**E.** Such audits shall cover the entire Grantee's organization for the organization's fiscal year. Compliance findings related to contracts with the Commission shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the Contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Commission shall be fully disclosed in the audit report with reference to the Commission contract involved. Additionally, the results from the Commission's annual financial monitoring reports must be included in the audit procedures and the Sections 200.500-200.521, OMB Uniform Guidance audit reports.

**F.** If not otherwise disclosed as required by Section 200.510, OMB Uniform Guidance, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each contract with the Commission in effect during the audit period.

**G.** If the Grantee expends less than **$500,000.00** in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Grantee expends less than **$500,000.00** in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Grantee's resources obtained from other-than Federal entities).

**H.** A web site that provides links to several Federal Single Audit Act resources can be found at: http://harvester.census.gov/sac/sainfo.html

**PART II: STATE FUNDED.** If this Agreement includes State funding, then the following provisions apply:

This part is applicable if the Grantee is a non-state entity as defined by Section 215.97, F.S., (the Florida Single Audit Act).

**A.** In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of **$500,000.00** in any fiscal year of such Grantee, the Grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Executive Office of the Governor and the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Commission by this Contract. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

**B.** In connection with the audit requirements addressed in Part II, paragraph A herein, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(7), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

C. If the Grantee expends less than **$500,000.00** in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Grantee expends less than **$500,000.00** in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (*i.e.*, the cost of such an audit must be paid from the Grantee's resources obtained from other-than State entities).

D. Additional information regarding the Florida Single Audit Act can be found at: https://apps.fldfs.com/fsaa/.

E. Grantee shall provide a copy of any audit conducted pursuant to the above requirements directly to the following address:

**Chief Financial Officer**
**Florida Fish and Wildlife Conservation Commission**
**Bryant Building**
**620 S. Meridian St.**
**Tallahassee, FL 32399-1600**

**PART III: REPORT SUBMISSION**

A. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment shall be submitted by or on behalf of the Grantee directly to each of the following at the address indicated:

1. The Commission at the following address:

   **Chief Financial Officer**
   **Florida Fish and Wildlife Conservation Commission**
   **Bryant Building**
   **620 S. Meridian St.**
   **Tallahassee, FL 32399-1600**

2. The Federal Audit Clearinghouse designated in Section 200.512, OMB Uniform Guidance (the reporting package required by Section 200.512, OMB Uniform Guidance, should be submitted to the Federal Audit Clearinghouse):

   **Federal Audit Clearinghouse**
   **Bureau of the Census**
   **1201 East 10th Street**
   **Jeffersonville, IN 47132**

3. Other Federal agencies and pass-through entities in accordance with Section 200.512, OMB Uniform Guidance.

B. Copies of audit reports for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment (in correspondence accompanying the audit report, indicate the date that the Grantee received the audit report); copies of the reporting

package described in Section 200.512, OMB Uniform Guidance, and any management letters issued by the auditor; copies of reports required by Part II of this Attachment must be sent to the Commission at the addresses listed in paragraph C. below.

**C.** Copies of financial reporting packages required by Part II of this Attachment, including any management letters issued by the auditor, shall be submitted by or on behalf of the Grantee directly to each of the following:

1. The Commission at the following address:

   **Chief Financial Officer**
   **Florida Fish and Wildlife Conservation Commission**
   **Bryant Building**
   **620 S. Meridian St.**
   **Tallahassee, FL 32399-1600**

2) The Auditor General's Office at the following address:

   **Auditor General's Office**
   **G74 Claude Pepper Building**
   **111 West Madison Street**
   **Tallahassee, FL 32399-1450**

**D.** Any reports, management letter, or other information required to be submitted to the Commission pursuant to this Contract shall be submitted timely in accordance with OMB Sections 200.500-200.521, OMB Uniform Guidance, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Grantees and sub-Grantees, when submitting financial reporting packages to the Commission for audits done in accordance with Sections 200.500-200.521, OMB Uniform Guidance, or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee/sub-Grantee in correspondence accompanying the reporting package.

***- End of Attachment B –***

**Exhibit 1**
**FEDERAL AND STATE FUNDING DETAIL**

**FEDERAL RESOURCES AWARDED TO THE GRANTEE PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

| Federal Program(s) Funds | | |
|---|---|---|
| **CFDA #** | **CFDA Title** | **Amount** |
| | N/A | |
| | | |
| | Total Federal Awards | |

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

| Federal Program(s) Compliance Requirements | |
|---|---|
| **CFDA #** | **Compliance Requirements** |
| | N/A |
| | |
| | |

**STATE RESOURCES AWARDED TO THE GRANTEE PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

| Matching Funds Provided by CFDA | | |
|---|---|---|
| **CFDA #** | **CFDA Title** | **Amount of Matching Funds** |
| | | |
| | | |
| | Total Matching Funds Associated with Federal Programs | N/A |

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

| State Project(s) | | |
|---|---|---|
| **CSFA #** | **CSFA Title** | **Amount** |
| 77.005 | FWC Derelict Vessel Removal Grant Program | $3,300.00 |
| | | |
| | Total State Awards | $3,300.00 |

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

| State Project(s) Compliance Requirements | |
|---|---|
| **CSFA #** | **Compliance Requirements** |
| 77.005 | Must adhere to FWC Derelict Vessel Removal Grant Program Guidelines (June 2016) |
| | |
| | |

NOTE: Section 200.513, OMB Uniform Guidance (2 CFR 200), as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Grantee.

***- End of EXHIBIT 1 -***

## COST REIMBURSEMENT CONTRACT PAYMENT REQUIREMENTS

Pursuant to the February, 2011 *Reference Guide for State Expenditures* published by the Department of Financial Services, invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). In addition, supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of types of supporting documentation:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports. Additionally, the invoice or submitted documentation must evidence the completion of all tasks required to be performed for the deliverable and must show that the provider met the minimum performance standards established in the agreement.

## Best Management Practices for DV removal

### Derelict Vessel Removal Process

Derelict vessels are existing impacts to the environment as well as boating safety hazards, impediments to navigation, and esthetic nuisances. Typically these vessels are found grounded on the edges of active waterways where they may have physical impacts on benthic and shoreline communities. However, the impact of these vessels is not limited to their immediate location. If left unattended, the influences of winds and tides continue to push the boats causing greater impact as they become more deeply mired into the environment. Early extraction of these vessels will avoid and minimize the environmental impacts. In addition to these physical impacts resulting from the movement of these vessel through the environment; there is the long term effect caused by their continued degradation and decay in the marine environment. These vessels may be constructed of various materials, such as wood, steel, aluminum, or fiberglass; each having varying degrees of resilience and can remain in the marine environment for extended periods of time. With the progression of time; the environmental impacts increase with the shading from the hull and displacement of live bottom and emergent vegetative communities resulting from the expansion of the debris field as the vessels disintegrates. The impacts resulting from the removal of these vessels during any stage is less than the impacts caused by the long-term presence of the vessel in the marine environment. Therefore the early detection and removal of these abandoned and derelict vessels is the best means of minimizing the individual or cumulative impacts to the environment.

### Derelict Vessel Removal (FDEP) Permit Exemption

An Exemption under Florida Administrative Code Chapter 62-330-051(5)(g) by Florida Department of Environmental Protection, has been established for the removal of derelict vessels. Based on the presumption that the extraction of these vessels from the marine environment will cause only minimal environmental impacts and in turn avoid the long-term impacts resulting from the degradation of the vessel at it current location. The environmental impacts are ameliorated by the application of the best management practices referenced below.

Florida Administrative Code Chapter 62-330-051(5)(g)

(g) The removal of derelict vessels, as defined in Section 823.11(1), F.S., by federal, state, and local agencies, provided:
1. The derelict vessel case has been completed as specified in Section 705.103, F.S., and has been entered into the Statewide Derelict Vessel Database maintained by the Florida Fish and Wildlife Conservation Commission;

2. All work is done in a manner that, to the greatest practicable extent, avoids additional dredging or filling, grounding or dragging of vessels, and damage to submerged resources such as seagrass beds, oyster beds, coral communities, mangroves, other wetlands, and live bottom; and
3. An absorbent blanket or boom shall be immediately deployed on the surface of the water around the derelict vessel if fuel, oil, or other free-floating pollutants are observed during the work.

**General Derelict Vessel Removal and Environmental Protection Best Management Practices**

The following best management practices (BMP's) will be employed by the marine contractor during the removal of derelict vessels. These BMP's will be incorporated into the contact for each vessel removal project. The marine contractor selected for the project will be required to show proof of their ability to meeting the BMP requirements with their contingency of equipment, staff and expertise in the removal of derelict vessels.

Compliance with these BMP's will be monitored by the County and by local Florida Fish and Wildlife Conservation Commission law enforcement officers. These BMP's are as follows:

a. All Work Is To Meet The Following Requirements:

1. Operations are to be limited to daylight hours.
2. Operations are to be staged from an upland area.
3. All work is to be performed in a manner that avoids and/or minimizes impacts to live bottom and other resource areas (e.g., seagrass beds, oyster beds, wetlands, mangroves, and other sensitive habitats) while approaching, working in, and leaving the derelict vessel site.
4. All work shall avoid impacts to manatees, sea turtles, and other species listed by the state and federal government as threatened or protected.
5. The Contractor will remove all contaminants and pollutants including fuels, batteries, paints, solvents, and engine from the derelict vessel prior to extraction. Any contaminant or pollutant found to be contained within a derelict vessel shall be removed by the Contractor, placed in an approved container, and disposed of properly. The placement of an absorbent blanket on the surface of the water around the derelict vessel within the turbidity barrier is required where free floating product (gas/oil) is observed.
6. The Contractor is to provide appropriate best management practices (BMPs) approved by the Florida Department of Environmental Protection for erosion control and turbidity protection while each derelict vessel is being removed. In areas of low to moderate currents, a Type II floating turbidity barrier will be

installed within a ten (10) foot radius of the vessel being removed prior to starting any removal activities. The turbidity barrier shall be anchored to the bottom of the waterway.

7. The Contractor is to provide appropriate BMPs for erosion control and turbidity prevention around the vessels/barges being used to remove the derelict vessel and around the perimeter of any upland staging site (where necessary).
8. The Contractor is to monitor turbidity levels throughout removal work.
9. In an effort to reduce turbidity, a crane, winch and/or approved alternate method is to be used to raise the derelict vessel from the water.
10. The Contractor will assess turbidity levels and allow them to return to an acceptable level similar to pre-project condition prior to removal of turbidity measures.
11. The dragging of vessels is to be avoided both on and off-shore. All vessels/barges used in vessel removal shall continually monitor water depths to avoid running aground.
12. The Contractor will load derelict vessels onto a barge and/or flat bed truck (or similar) for proper disposal.
13. The Contractor is to photo-document all removals as described in Item 6 below with pictures taken before, during and after removal. The Contractor will provide a daily written report of all removal activities.

b. For Derelict Vessels That Are Floating or Lightly Aground:

    1. The vessel is to be pumped out as needed and extracted (floated out) during high water.
    2. Following extraction, the vessel is to be towed from the grounded location to a boat ramp or other removal point while avoiding and/or minimizing impacts to live bottom areas.

c. For Derelict Vessels That Are Hard Aground:

    1. The vessel is to be approached using shallow draft vessels.
    2. The vessel is to be extracted using a crane from a shallow draft deck barge, by hand using the best available tools, or similar approach to minimize impacts to the site and surrounding areas.

d. For Derelict Vessels Sunken in Shallow Water:

    1. Install and inflate flotation bags as needed.
    2. Lift the vessel with barge mounted crane or similar equipment.

Florida Fish and Wildlife Conservation Commission

Commissioners
Bo Rivard
Chairman
*Panama City*

Robert A. Spottswood
Vice Chairman
*Key West*

Joshua Kellam
*Palm Beach Gardens*

Gary Lester
*Oxford*

Gary Nicklaus
*Jupiter*

Sonya Rood
*St. Augustine*

Michael W. Sole
*Tequesta*

Executive Staff
Eric Sutton
Executive Director

Thomas H. Eason, Ph.D.
Assistant Executive Director

Jennifer Fitzwater
Chief of Staff

Division of Law Enforcement
Colonel Curtis Brown
Director

(850) 488-6251
(850) 487-0463 FAX

*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

To: FWC Contract 19105 Escambia County, Florida
From: Phil Horning, Contract Manager
RE: Return on Investment Reporting

This Memorandum is to document the Return of Investment reporting language as mandated and approved by Florida's Executive Office of the Governor, Office of Policy and Budget, in to FWC Contract 19105.

## Return of Investment reporting:

The ultimate objective is for the vessel(s) to be removed from the water at the earliest possible time to prevent additional removal costs and potential damage by interfering with navigation or the environment. Removing vessels at the earliest possible time reduces the cost of removing vessels at a later time when they frequently sink or break apart thereby increasing removal costs. By eliminating these hazards from navigation, there is a reduced chance of injury or death associated with a collision between a boater and a derelict vessel thereby reducing risk to the boater, county and state.

Removing a greater number of derelict vessels reduces the number of environmental incidents of pollution caused by spilled fuels and oils and the leaching of caustic chemicals into the waters of the state. A reduction of derelict vessel damage to sea grasses, corals, and other benthic resources also increases value to our states natural resources and reduces restoration costs. Derelict vessels can also be a blight on working waterfronts, resort and residential areas. This blight can negatively affect the economy of these areas including use, sales and tourism.

Analysis at the program's conclusion will list the number of derelict vessels and/or total linear feet removed for both individual counties and the statewide total. The average cost for vessels removed and the average cost per linear foot will also be included. The report will measure the percentage of derelict vessels removed for both counties and the entire state based on the pre-program totals as listed in the Statewide Derelict Vessel Database.

# INVOICE

Attachment F

Billed to:

Fish and Wildlife Conservation Commission
FWC Derelict Vessel Removal Grant Program
620 South Meridian Street
Tallahassee, Florida 32399-1600

Remit payment to:

Grantee: Escambia County BOCC
FEID #: 59-6000598
Address: 3363 West Park Place, Pensacola, Florida 32505

Invoice No. 19105

Invoice Date:
FWC Contract #: FWC-19105
Amount of Grant Award: $3,300.00

**Billing Period/Dates of Service:**

From: _____
(Date Contactor Began Work)
To : _____
(Date Contractor Completed Work)

**PROJECT COSTS:**

| **In-kind Services** – Non-cash expenses: | **Amount** |
|---|---|
| In-kind service: Administration | $ |
| In-kind service: Project Management | $ |
| In-kind service: Other | $ |
| **Deliverables/Services Provided (Scope of Work)** – Cash expenditures: | **Amount** |
| Vessel 1 ESCO19OFF011962 | $ 4,400.00 |
| | $ |
| | $ |
| | $ |
| | $ |
| | $ |
| | $ |
| | $ |

| | |
|---|---|
| Total Project Cost: | $4,400.00 |
| Grantee Share (25%): – | $1,100.00 |
| Amount for Reimbursement: | $3,300.00 |

I hereby certify that the above costs are true and valid costs incurred in accordance with the project Agreement, and that the matching funds, in-kind or cash, were utilized toward the project in this Agreement.

Signed: _____ Date: _____
Project Manager

# FLORIDA DERELICT VESSEL REMOVAL GRANT PROGRAM
# PROJECT PROGRESS REPORT

Mail to FWC at 620 South Meridian Street, Tallahassee, FL 32399-1600 or fax to (850) 488-9284.

**FWC Contract #** 19105 **Reporting Period (Month/Year):** _____
**(Due 15 days after the end of each month)**

**Grantee:** Escambia County BOCC

**Project Title:** Escambia County Derelict Vessel Removal Project (3)

1. **Describe progress of project, including percent completed for each task in the Scope of Work:**

2. **Is project currently on schedule for completion by Phase I due date?** **YES** ☐ **NO** ☐
   **Anticipated Phase I completion date:** _____
   **(If project is not on schedule, please explain any problems encountered and/or possible delays)**

3. **Reporting requirements: (Check all that have been submitted to date)**

   ☐ **Bid package**
   ☐ **Bid tabulation**
   ☐ **Progress photographs**
   ☐ **Final photographs**
   ☐ **Draft acknowledgement**

_____ _____
**Project Manager** **Date**

_____ _____
**Print Name** **Phone**

# FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

**FWC Derelict Vessel Removal Grant Program**

## CERTIFICATION OF COMPLETION STATEMENT

I, Robert Turpin,

Representing the Escambia County BOCC, do hereby certify that the FWC Derelict Vessel Removal Grant Program project funded by FWC Contract No.19105, 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: _____

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2019000745

5. Recommendation: That the Board approve, and authorize the Director for the Department of Natural Resources Management to sign, Grant Applications relating to the Florida Fish and Wildlife Conservation Commission (FWC) Derelict Vessel Final Removal Funding Opportunity Program, with local matching funds from Vessel Registration Fees, up to $10,000.

[Funding: Escambia County's cash match will be provided from Fund 110, Other Grants and Projects; Cost Center 220807, Vessel Registration Fees.]

| |
|---|
| **Motion:** Move the Item |
| **Made by:** Commissioner Bergosh<br>**Seconded by:** Commissioner Bender |
| **Disposition:** Carried 4-0, with Commissioner Underhill absent |

2019000746

6. Recommendation: That the Board take the following action concerning the Professional Services Agreement between First Judicial Circuit Court Administration and the Escambia County Board of County Commissioners, regarding the housing of adult post-adjudicatory drug court participants at the Community Corrections Work Release Facility:

A. Approve the Agreement between First Judicial Circuit Court Administration and the Escambia County Board of County Commissioners for the housing of adult post-adjudicatory drug court participants at the Community Corrections Work Release Facility; and

B. Authorize the Chairman to execute the Agreement.

[Funding: This Agreement is a Revenue Agreement related to Fund 114, Misdemeanor Probation, Revenue Account 349003.]

| |
|---|
| **Motion:** Move the Item |
| **Made by:** Commissioner Bergosh<br>**Seconded by:** Commissioner Barry |
| **Disposition:** Carried 4-0, with Commissioner Underhill absent |

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16668** **County Administrator's Report 14. 7.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 10/03/2019
**Issue:** Resolution to Approve and Authorize the Chairman to Sign a 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 the 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 take the following action:

A. Adopt and authorize the Chairman to sign a Resolution authorizing the lease of real property to Perdido Key Area Chamber of Commerce, Inc.; and

B. Approve and authorize the Chairman to sign a 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.

Rent is to be paid to the County in the amount of $1.00 per year.

## BACKGROUND:

Lease Agreement with Perdido Key Area Chamber of Commerce, Inc. (PKACC), for a protion of the real property located at 15500 Perdido Key Drive, Pensacola, FL 32507. The initial term of the lease is for five (5) years and allows for the Lease to be renewed for successive terms of five (5) years. Exhibit A clarifies the areas occupied by the Perdido Key Area Chamber of Commerce, Visit Pensacola and Escambia County Natural Resources.

The Perdido Key Area Chamber of Commerce promotes progressive leadership in

commerce for a dynamic and prosperous community in the Perdido Area. The Perdido Key Area Chamber of Commerce is dedicated to endorse the Perdido Area's growth of regional businesses and community prosperity through Advocacy, leadership, economic development, education and associations across state lines.

**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 the Lease Agreement and 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:**

N/A

---

**Attachments**

Resolution & Lease

CIO

---

**RESOLUTION R2019-____**

**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.**

**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 _____ 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)

BCC Approved: _____

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: Aug 14, 2019

**LEASE AGREEMENT**
**BETWEEN**
**ESCAMBIA COUNTY**
**AND**
**PERDIDO KEY AREA CHAMBER OF COMMERCE, INC.**

THIS LEASE AGREEMENT is made and entered into this ____ day of _____, 2019 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 _____, 2019 (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 James (Jim) Beran, 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

ATTEST: Pam Childers
Clerk of the Circuit Court

Lumon J. May, Chairman

Deputy Clerk

This document approved as to form and legal sufficiency.
By:
Title: Asst. County Attorney
Date: Aug. 14, 2019

**PERDIDO KEY AREA CHAMBER OF COMMERCE, INC.**

Witness Dana Pagador
Print Name Dana Pagador

Witness Sally Bowen
Print Name SALLY BOWEN

James (Jim) Beran, Chairman

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of JULY, 2019, by James (Jim) Beran), as Chairman of the Perdido Key Area Chamber of Commerce, Inc., a Florida non-profit corporation, on behalf of the corporation, who (X) is personally known to me, or ( ) has produced current _____ as identification.

EMILY JOY ETSCHEID
Notary Public - State of Florida
Commission # GG 215700
My Comm. Expires May 8, 2022
Bonded through National Notary Assn.

(Notary Seal)

Signature of Notary Public

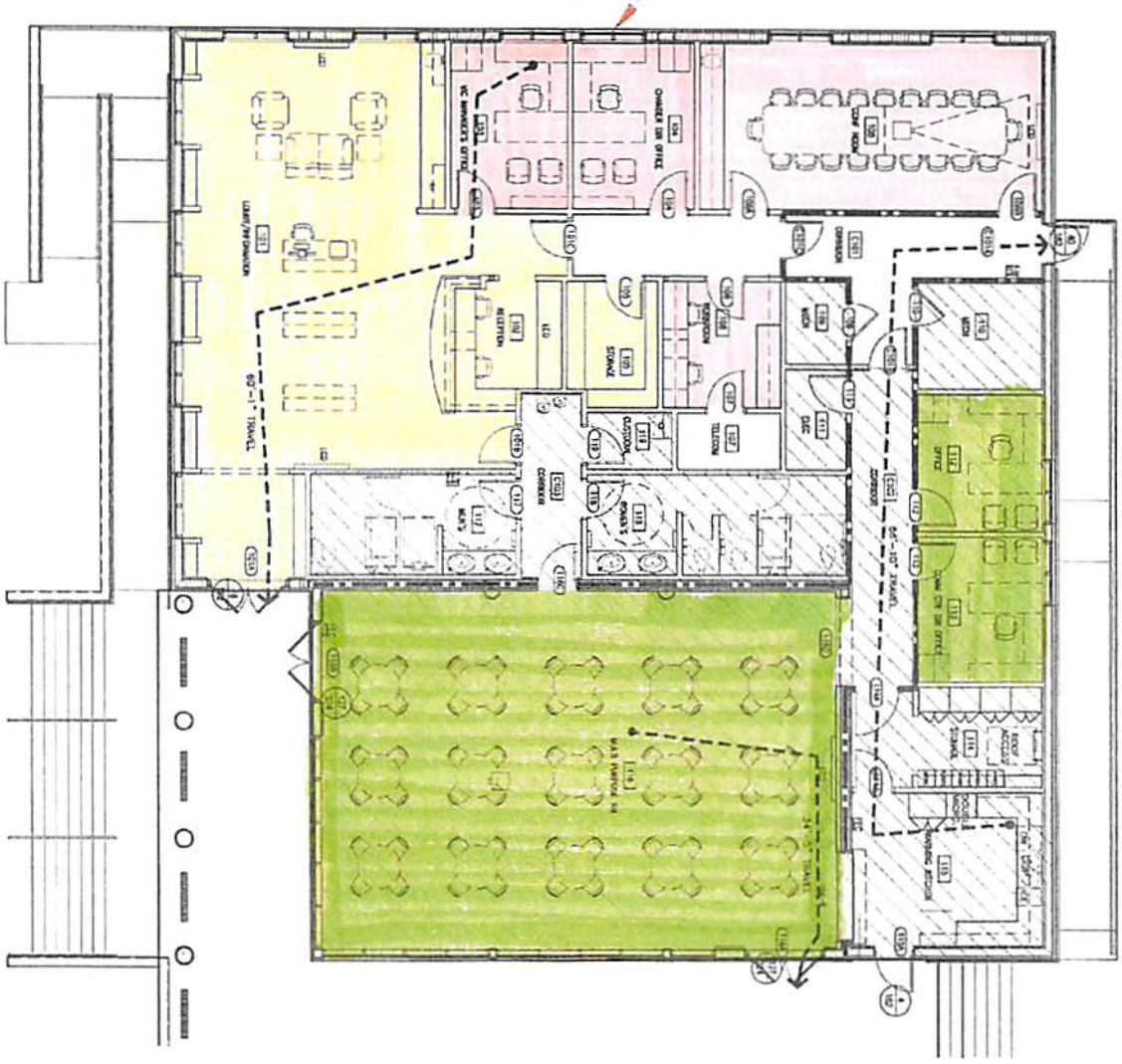
Emily Etscheid
Printed Name of Notary Public

# Exhibit A

Chamber

Visit Pensacola

Escambia Natural Resources




| | | | |
|---|---|---|---|
| SHEET: 1 OF 1 LEASE FLOOR PLAN | DRAWN BY: BURKE PAGE DATE: 10-24-13 DCAT PROJECT # | ISSUE / REVISION DATES | Perdido Key Visitors Information, Chamber of Commerce Lease Agreement Floor Plan for the ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS |

PERDI-2 OP ID: SDJ

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/27/2019

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
All Southern Insurance
2149 W. 1st St., #4950
Gulf Shores, AL 36547
Steven Dewayne Jackson

251-968-2100

004433, A++, XV

CONTACT NAME: Steven Dewayne Jackson
PHONE (A/C, No, Ext): 251-968-2100 FAX (A/C, No): 888-561-1909
E-MAIL ADDRESS: s.jackson@allsoutherninsurance.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Westchester Surplus Lines Ins | |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Perdido Key Area Chamber of Co
15500 Perdido Key Dr
Pensacola, FL 32507

**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 | |
|---|---|---|---|---|---|---|---|---|
| X | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | X | | NPOFLF147184124 | 02/03/2019 | 02/03/2020 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | 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 | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (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 1:43 pm, Sep 19, 2019**

**CERTIFICATE HOLDER**

County Administrator or Design
Escambia County, Florida
221 Palafox Place
Pensacola, FL 32507

**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
Steven Dewayne Jackson


© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16861** **County Administrator's Report 14. 8.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 10/03/2019
**Issue:** Approval to Issue Fiscal Year 2019/2020 Purchase Orders in Excess of $50,000
**From:** Robert E. Dye, Interim Facilites Director
**Organization:** Facilities Management
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2019/2020 Purchase Orders, in Excess of $50,000, for the Facilities Management Department - Robert E. Dye, Facilities Management Interim Department Director

That the Board, for the Fiscal Year 2019/2020, approve the issuance of blanket and/or individual Purchase Orders in excess of $50,000, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements for the Facilities Management Department, as follows:

| | Vendor/Contractor | Amount | Contract Number |
|---|---|---|---|
| A. | Blue Arbor, Inc.<br>Vendor Number: 023818<br>Temporary Labor Services<br><br>Fund: 001 (General)<br>Cost Center: 310202 (Facilities Management/Custodial)<br>Amount: $135,000 | $135,000 | PD 17-18.055 |
| B. | American Facility Services, Inc.<br>Vendor Number: 012106<br>Contract Custodial Services for County Buildings<br><br>Fund: 001 (General)<br>Cost Center: 310202 (Facilities Management/Custodial)<br>Amount: $695,500<br><br>Fund: 501 (Internal Service)<br>Cost Center: 150112 (Employee Health | $705,500 | PD 17-18.014 |

| | | | |
|---|---|---|---|
| | Clinic/Custodial)<br>Amount: $10,000 | | |
| C. | Republic Services, Inc.<br>Vendor Number: 420244<br>Contract Refuse and Recycling Dumpster Services<br><br>Fund: 001 (General)<br>Cost Center: 310203 (Facilities Management/Maintenance)<br>Amount: $154,000<br><br>Fund: 501 (Internal Service)<br>Cost Center: 150112 (Employee Health Clinic/Maintenance)<br>Amount: $2,200<br><br>Fund: 113 (Library Fund)<br>Cost Center: 110502 (Library Maintenance)<br>Amount: $12,650 | $168,850 | PD 16-17.074 |
| D. | W. W. Grainger, Inc.<br>Vendor Number: 072015<br>Blanket Purchase Order for Repair and Maintenance Supplies<br><br>Fund: 001 (General)<br>Cost Center: 310203 (Facilities Management/Maintenance)<br>Amount: $60,000 | $60,000 | Blanket Purchase Order |
| E. | Engineered Cooling Services, Inc.<br>Vendor Number: 051168<br>Contract Central Energy Plant Maintenance Services<br><br>Fund: 001 (General)<br>Cost Center: 310203 (Facilities Management/Maintenance)<br>Amount: $115,800<br><br>Fund: 113 (Library Fund)<br>Cost Center: 110502 (Library Maintenance)<br>Amount: $13,920 | $129,720 | PD 17-18.089 |
| F. | Otis Elevator Company<br>Vendor Number: 150400<br>Contract Elevator Maintenance Services & Repairs Outside of Contract<br><br>Fund: 001 (General) | | |

| | | | |
|---|---|---|---|
| | Cost Center: 310203 (Facilities Management/Maintenance)<br>Amount: $47,300<br><br>Fund: 113 (Library Fund)<br>Cost Center: 110502 (Library Maintenance)<br>Amount: $2,920 | $50,220 | PD 17-18.091 |

**BACKGROUND:**

Issuance of these Purchase Orders during the first week of October 2019 is necessary to ensure continuity of mission critical services provided by the Board of County Commissioners to the citizens of Escambia County through the Facilities Management Department. Allocations for these expenditures are included in the proposed budget for Fiscal Year 2019/2020 for consideration by the Board at its public hearings to be held in September. Issuance of the purchase orders is dependent upon adoption of the proposed Fiscal Year 2019/2020 budget at the second public hearing scheduled for September 23, 2019.

**BUDGETARY IMPACT:**

Funds are available in the Budget under General Fund (001), Cost Center 310203 Facilities Management/Maintenance and 310202 Facilities Management/Custodial; Internal Service Fund (501), Cost Center 150112 Employee Health Clinic; & Library Fund (113), Cost Center 110502, Library/Maintenance.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

N/A

**Attachments**

*No file(s) attached.*

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16805** **County Administrator's Report 14. 9.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 10/03/2019
**Issue:** Surplus and Sale of County-Owned Real Property Located at 200 Hilltop Block Road
**From:** STEPHAN HALL, Budget Manager
**Organization:** Asst County Administrator
**CAO Approval:**

---

## RECOMMENDATION:

Recommendation Concerning the Surplus and Sale of County-Owned Real Property Located at 200 Hilltop Block Road - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the surplus and sale of County-owned real property located at 200 Hilltop Block Road:

A. Authorize the County Attorney's Office to take such necessary actions to evict occupants of County-owned property, if occupied;

B. Declare surplus the Board's real property at 200 Hilltop Block Road, located in District 5; Account #: 11-1223-100; Reference #: 05-5N-30-2117-000-001; Property Appraiser's current assessed value: $3,325;

C. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid, which will be set at the Property Appraiser's current assessed value. It has been determined that the County does not have a need for this property; and

D. Authorize the County Attorney's Office to prepare, and the Chairman to sign, all documents related to the sale of this property, without further action of the Board.

## BACKGROUND:

The County-owned lot located at 200 Hilltop Block Road escheated to the County on March 7, 2013. The sale of this parcel will be set at the Property Appraiser's current assessed value, in accordance with Section 46.134 of the Escambia County Code of Ordinances.

This property was run through all appropriate County Departments to determine if there was a need by the County for this property. It has been determined that the County does not have a need for this property located at 200 Hilltop Block Road, Century, FL, located in District 5.

**BUDGETARY IMPACT:**

Sale of this property will provide revenue for the General Fund.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's Office will prepare or approve all legal documents prior to execution by the Chairman.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Escambia County Code of Ordinances, Section 46.134

**IMPLEMENTATION/COORDINATION:**

N/A

---

**Attachments**

Information Package - 200 Hilltop Block Road

---

ECPA Home

# Chris Jones
# Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Back

Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

## General Information

| | |
|---|---|
| **Reference:** | 055N302117000001 |
| **Account:** | 111223100 |
| **Owners:** | ESCAMBIA COUNTY<br>BOARD OF COUNTY COMMISSIONERS |
| **Mail:** | 221 PALAFOX PL SUITE 420<br>PENSACOLA, FL 32502 |
| **Situs:** | 200 HILLTOP BLK RD 32535 |
| **Use Code:** | COUNTY OWNED |
| **Taxing Authority:** | CENTURY CITY LIMITS |
| **Tax Inquiry:** | Open Tax Inquiry Window |

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

## Assessments

| Year | Land | Imprv | Total | Cap Val |
|---|---|---|---|---|
| 2019 | $3,325 | $0 | $3,325 | $3,325 |
| 2018 | $3,325 | $0 | $3,325 | $3,325 |
| 2017 | $3,325 | $0 | $3,325 | $3,325 |

**Disclaimer**

**Tax Estimator**

**File for New Homestead Exemption Online**

## Sales Data

| Sale Date | Book | Page | Value | Type | Official Records (New Window) |
|---|---|---|---|---|---|
| 03/07/2013 | 6985 | 1123 | $100 | TD | View Instr |
| 03/1990 | 2914 | 362 | $10,000 | WD | View Instr |
| 09/1986 | 2274 | 388 | $7,800 | CT | View Instr |
| 01/1982 | 1620 | 337 | $10,000 | WD | View Instr |
| 09/1981 | 1604 | 170 | $10,000 | SC | View Instr |

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

## 2019 Certified Roll Exemptions

COUNTY OWNED

## Legal Description

BEG AT NW COR OF SEC TH S 89 DEG 42 MIN 15 SEC E ALG N LI OF SEC 2411 57/100 FT TO INTER WITH CENTER LI OF...

## Extra Features

None

## Parcel Information

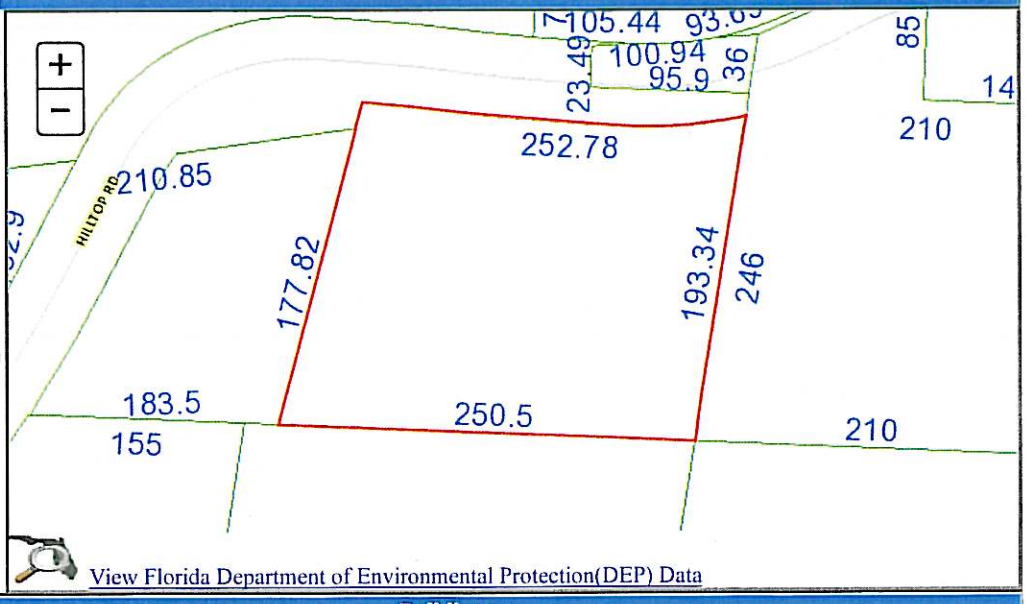
Launch Interactive Map

**Section Map Id:** 05-5N-30-1

**Approx. Acreage:** 1.0000

**Zoned:**

**Evacuation & Flood Information** Open Report



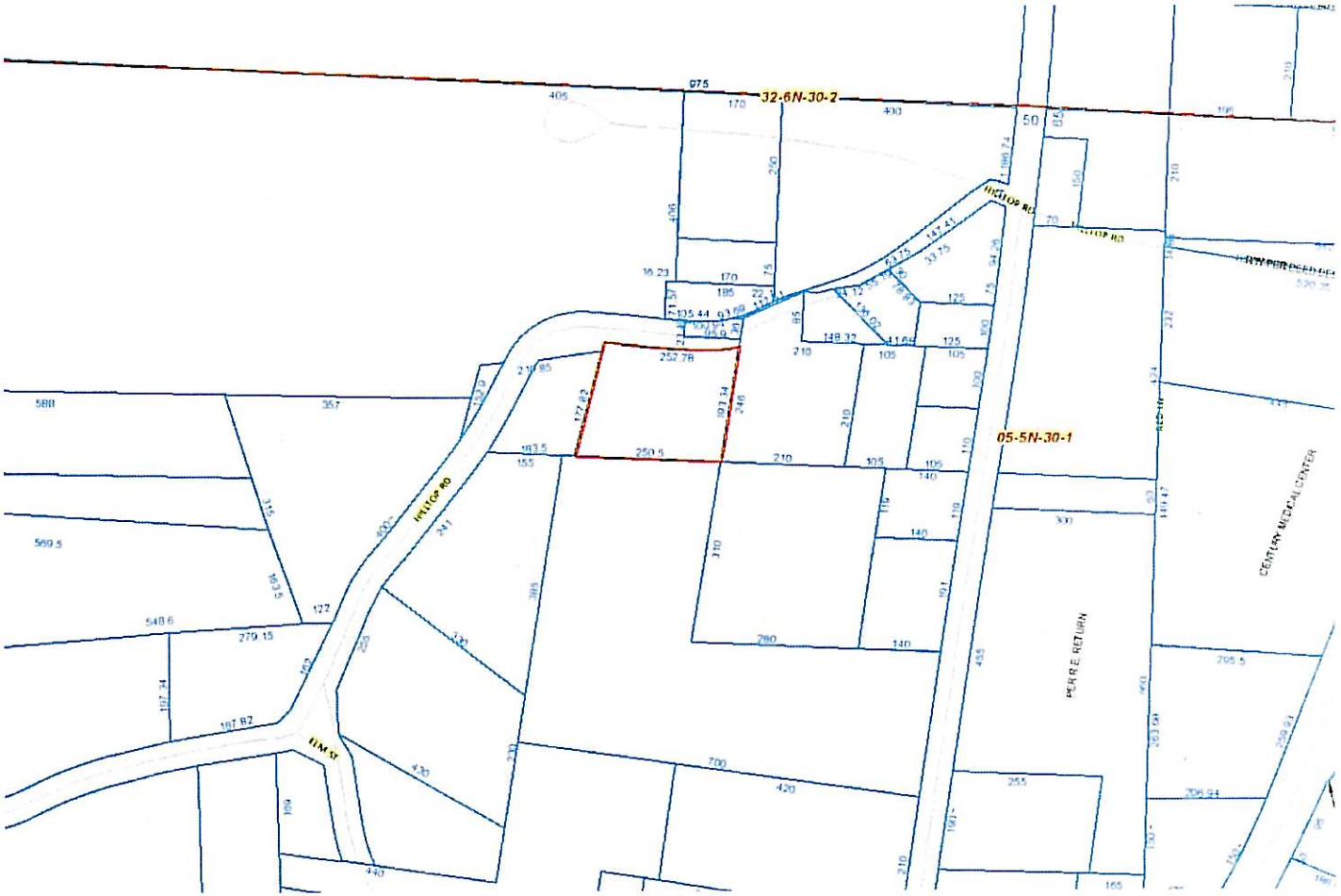

## Buildings

## Images

None

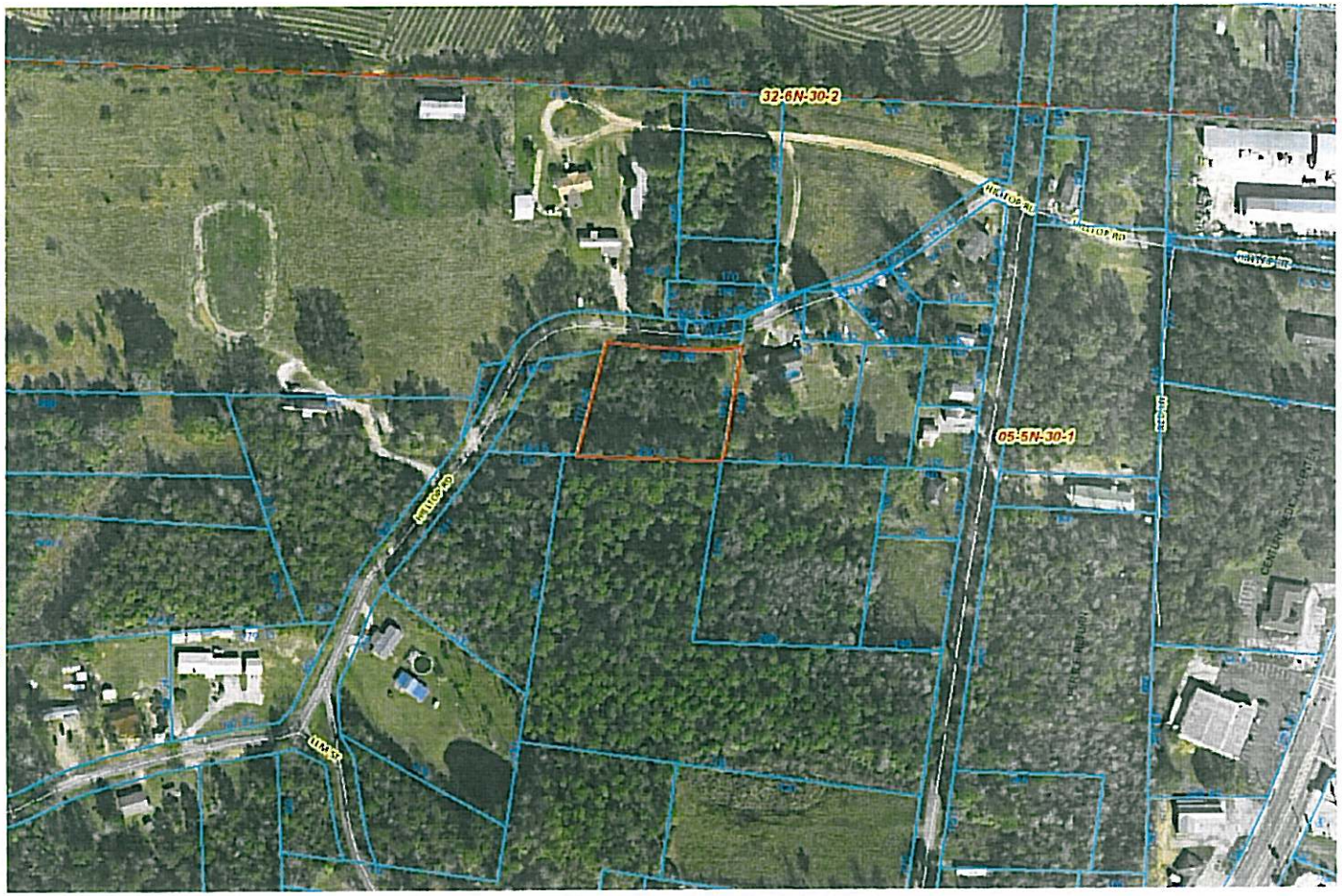
Chris Jones - Escambia County Property Appraiser

**Account:** 111223100
**Refno:** 055N302117000001
**OName1:** ESCAMBIA COUNTY
**MailingAddr:** 221 PALAFOX PL SUITE 420+PENSACOLA, FL 32502
**Situs:** 200 HILLTOP BLK RD
**LastSale:** 3/7/2013
**LastSalePr:** 100
**DORCd:** COUNTY OWNED
**acreage:** 1.0000
**BldCnt:** 0
**TotHeatArea:** 0
**SecMapId:** 05-5N-30-1
**ComplexType:**
**ComplexDscr:**
**Zoned:**
**MLSNbr:**
**TaxAuth:** CENTURY CITY LIMITS
**PicCnt:** 0
**Schools:** BRATT|ERNEST WARD|NORTHVIEW



Chris Jones - Escambia County Property Appraiser

**Account:** 111223100
**Refno:** 055N302117000001
**OName1:** ESCAMBIA COUNTY
**MailingAddr:** 221 PALAFOX PL SUITE 420+PENSACOLA, FL 32502
**Situs:** 200 HILLTOP BLK RD
**LastSale:** 3/7/2013
**LastSalePr:** 100
**DORCd:** COUNTY OWNED
**acreage:** 1.0000
**BldCnt:** 0
**TotHeatArea:** 0
**SecMapId:** 05-5N-30-1
**ComplexType:**
**ComplexDscr:**
**Zoned:**
**MLSNbr:**
**TaxAuth:** CENTURY CITY LIMITS
**PicCnt:** 0
**Schools:** BRATT|ERNEST WARD|NORTHVIEW



# Escambia County, FL - Address Search

200 HILLTOP BLK RD

**Warning: This is not a survey**

This site was prepared by the Escambia County GIS Division and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on the information depicted herein and is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

## Administrative Report

| | |
|---|---|
| **Parcel Site Address:** | 200 HILLTOP BLK RD |
| **Parcel Ref (link to Property Appraiser):** | 05-5N-30-2117-000-001 |
| **Tax Collector ID (link to Tax Collector):** | 111223100 |
| **Commission District:** | 5 |
| **Jurisdiction:** | TOWN OF CENTURY |
| **Subdivision:** | None |
| **Zip Code of Site Address:** | 32535 (Note: Must be verified with USPS) |
| **Water Franchise:** | TOWN of SOUTH FLOMATON |
| **Elementary School Zone:** | Bratt (Note: Must be verified with the ECSD) |
| **Middle School Zone:** | Ernest Ward (Note: Must be verified with the ECSD) |
| **High School Zone:** | Northview (Note: Must be verified with the ECSD) |
| **Voting Precinct:** | 22 |
| **Polling Place:** | Century City Hall (Note: Must be verified with the ECSOE) |
| **Mosquito Spray Area:** | 56 |

## Emergency Management Report

No

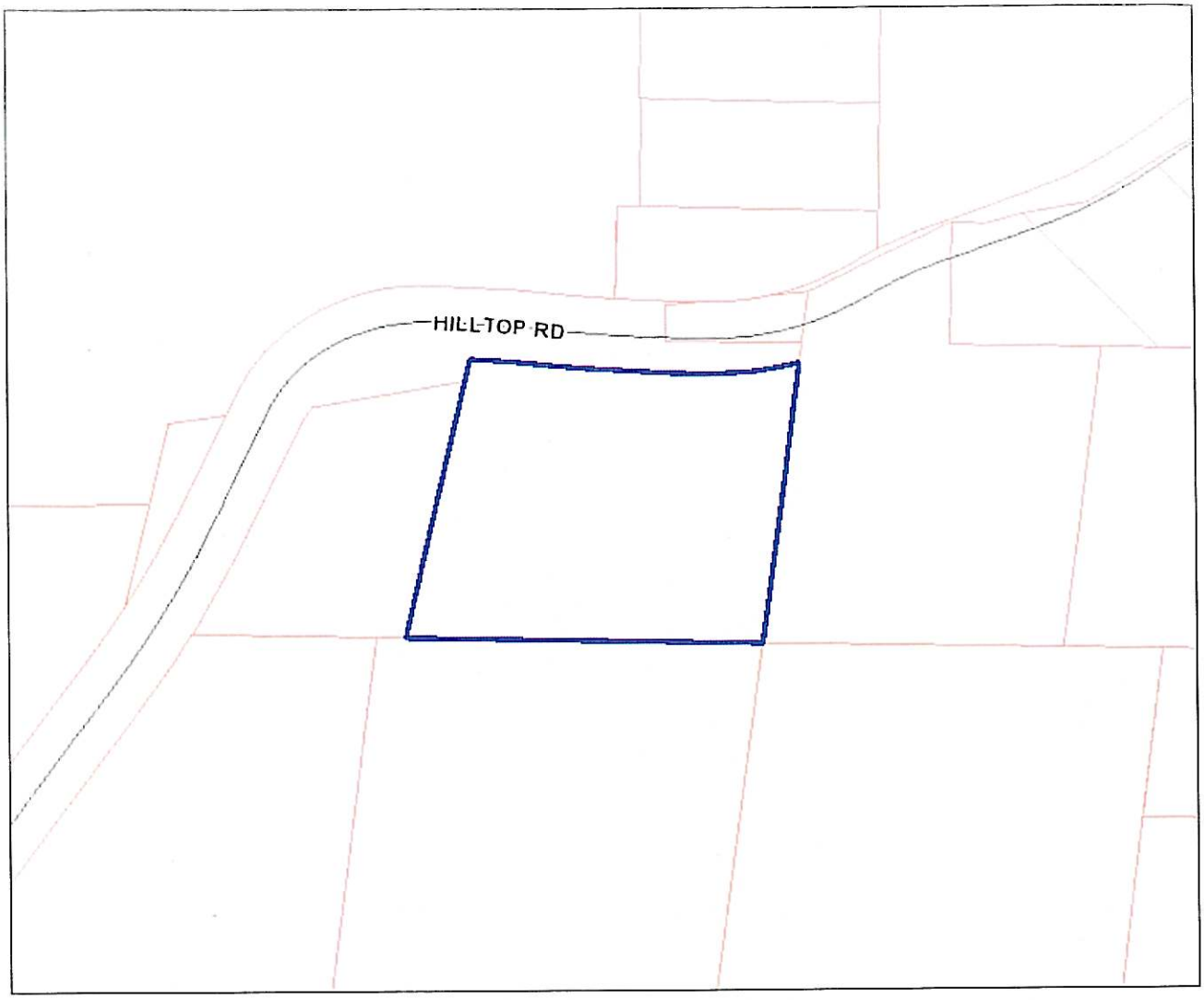
| | |
|---|---|
| **Hurricane Evacuation Zone:** | |
| **Special Flood Hazard Area:** | X |
| **DFIRM Panel:** | 12033C0060G |
| **Base Flood Elevation:** | Not Available |
| **Wind Zone:** | 120 |
| **Fire District:** | CENTURY - 5 |

| Topographical Report | |
|---|---|
| **Wetlands Attribute (not an official wetland determination):** | No |
| **Soils Map Unit Name:** | TROUT-POARCH COMPLEX, 5 TO 8 PERCENT SLOPES |
| **Drainage Basin:** | CENTURY |
| **Drainage Basin Number:** | I |

## Land Use Report

Land use report not available. Please check with TOWN OF CENTURY

## Parcel Map Image



# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16882** **County Administrator's Report 14. 10.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 10/03/2019
**Issue:** Surplus and Sale of County-Owned Property Located at 200 West Winthrop Avenue
**From:** STEPHAN HALL, Budget Manager
**Organization:** Asst County Administrator
**CAO Approval:**

---

## RECOMMENDATION:

Recommendation Concerning the Surplus and Sale of County-Owned Property Located at 200 West Winthrop Avenue - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the surplus and sale of County-owned real property located at 200 West Winthrop Avenue:

A. Authorize the County Attorney's Office to take such action necessary to evict occupants of the County-owned property, if occupied;

B. Declare surplus the Board's real property at 200 West Winthrop Avenue, located in District 2; Account #: 08-3033-000; Reference #: 51-2S-30-7061-022-012; Property Appraiser's current assessed value: $40,628;

C. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid, which will be set at the Property Appraiser's current assessed value. This property was sent through County departments and it has been determined that the County does not have a need for this property;

D. Authorize payment of the outstanding CDBG mortgage on this parcel, in the amount of $23,194, be recouped from any sale proceeds and be deposited in Fund 124 [Escambia Affordable Housing]. Any remaining proceeds will be deposited in the General Fund; and

E. Authorize the County Attorney's Office to prepare, and the Chairman to sign, all documents related to the sale of this property, without further action of the Board.

**BACKGROUND:**

On March 27, 1998, Glenda Franko entered into a $23,194 mortgage (Exhibit I) with the Escambia County CDBG Program, to provide moderate rehabilitation of her homestead property. The mortgage was recorded against the property at 200 West Winthrop Avenue. The mortgage term was a 0% interest, no monthly payment loan, which would be forgiven after 20 years if the owner did not sell, transfer, rent or further encumber the property during those 20 years.

On March 31, 2000, a mortgage with Laguna Capital Mortgage was recorded against the property in the sum of $29,300. On September 30, 2008, a Lis Pendens was filed against the property, which was released in the public records on May 13, 2011. Another Lis Pendens was filed against the property on May 6, 2014, but Escambia County did not receive service. On February 6, 2015, a final judgment of foreclosure was entered, and on April 8, 2015, a certificate of title was issued in favor of Trust Mortgage, LLC. The County did not receive any notices regarding the foreclosure action.

Due to the owner encumbering the property, the full $23,194 is due to the Escambia County CDBG Program.

On August 4, 2016, after receiving written communication from Hipolito Santiago representing Trust Mortgage, LLC, requesting that the County consider an offer of $5,000 as an offer in compromise for release of the CDBG Mortgage, the Board voted to initiate foreclosure proceedings on the property (Exhibit II).

The foreclosure suit was filed on November 29, 2016, and on February 25, 2019, a Final Judgment of Foreclosure (Exhibit III) was issued in favor or the County for $23,194, plus attorney fees and costs. A foreclosure sale was held on March 28, 2019, and no one bid above the judgment amount; therefore, the County acquired the property via a Certificate of Title (Exhibit IV) that was issued on April 9, 2019.

The buyer will be responsible for the payment of taxes, tax certificates, and any other liens on the property.

**BUDGETARY IMPACT:**

Proceeds from the sale of this property will pay the outstanding CDBG mortgage in the amount of $23,194 and will be deposited in Fund 124 [Escambia Affordable Housing]. Any remaining proceeds will provide revenue for the General Fund.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's Office will prepare or approve all legal documents prior to execution by the Chairman.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Escambia County Code of Ordinances, Section 46.134

**IMPLEMENTATION/COORDINATION:**

N/A

---

**Attachments**

Information Package - 200 W Winthrop Avenue
Exhibit I - Franko Mortgage
EXHIBIT II - August 4, 2016 BCC Resume Page
EXHIBIT III - Final Judgment of Foreclosure
EXHIBIT IV - Certificate of Title

---

ECPA Home

# Chris Jones
# Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Back

Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

## General Information

| | |
|---|---|
| **Reference:** | 512S307061022012 |
| **Account:** | 083033000 |
| **Owners:** | ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS |
| **Mail:** | 221 PALAFOX PL STE 420<br>PENSACOLA, FL 32502 |
| **Situs:** | 200 W WINTHROP AVE 32507 |
| **Use Code:** | SINGLE FAMILY RESID |
| **Taxing Authority:** | COUNTY MSTU |
| **Tax Inquiry:** | Open Tax Inquiry Window |

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

## Assessments

| Year | Land | Imprv | Total | Cap Val |
|---|---|---|---|---|
| 2019 | $6,650 | $33,978 | $40,628 | $40,628 |
| 2018 | $7,885 | $31,550 | $39,435 | $39,435 |
| 2017 | $7,885 | $28,819 | $36,704 | $36,704 |

**Disclaimer**

**Tax Estimator**

**File for New Homestead Exemption Online**

## Sales Data

| Sale Date | Book | Page | Value | Type | Official Records (New Window) |
|---|---|---|---|---|---|
| 03/28/2019 | 8077 | 244 | $18,600 | CT | View Instr |
| 04/06/2015 | 7325 | 1421 | $10,100 | CT | View Instr |
| 02/1996 | 3925 | 454 | $25,000 | WD | View Instr |
| 04/1988 | 2532 | 239 | $100 | WD | View Instr |

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

## 2019 Certified Roll Exemptions

None

## Legal Description

S 75 FT OF LT 21 BLK 12 1ST ADDN TO NEW WARRINGTON PB 1 P 30 OR 8077 P 244 CA 221

## Extra Features

None

## Parcel Information

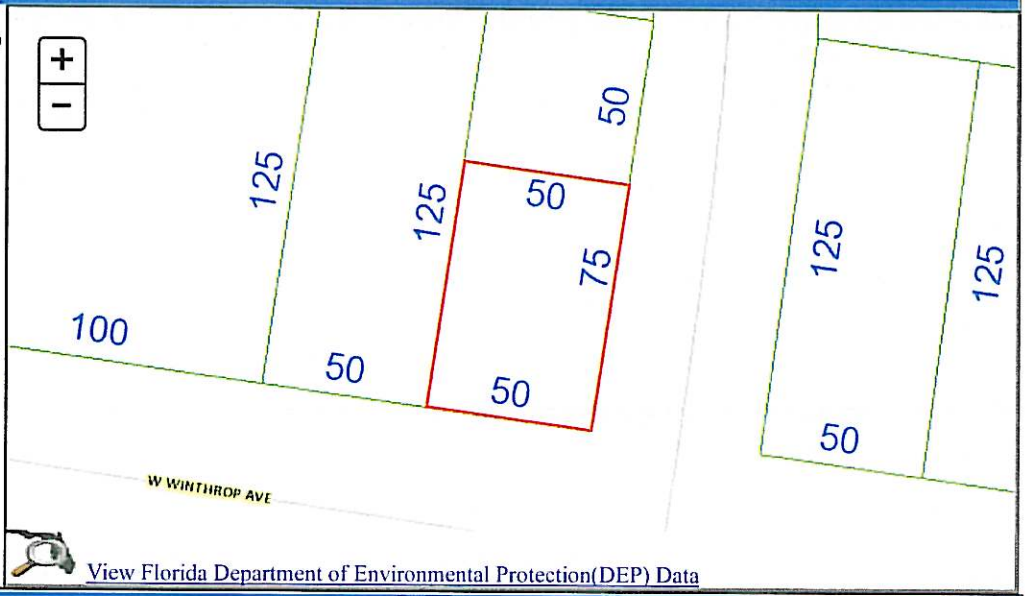
Launch Interactive Map

**Section Map Id:** CA221

**Approx. Acreage:** 0.0861

**Zoned:** MDR

**Evacuation & Flood Information** Open Report



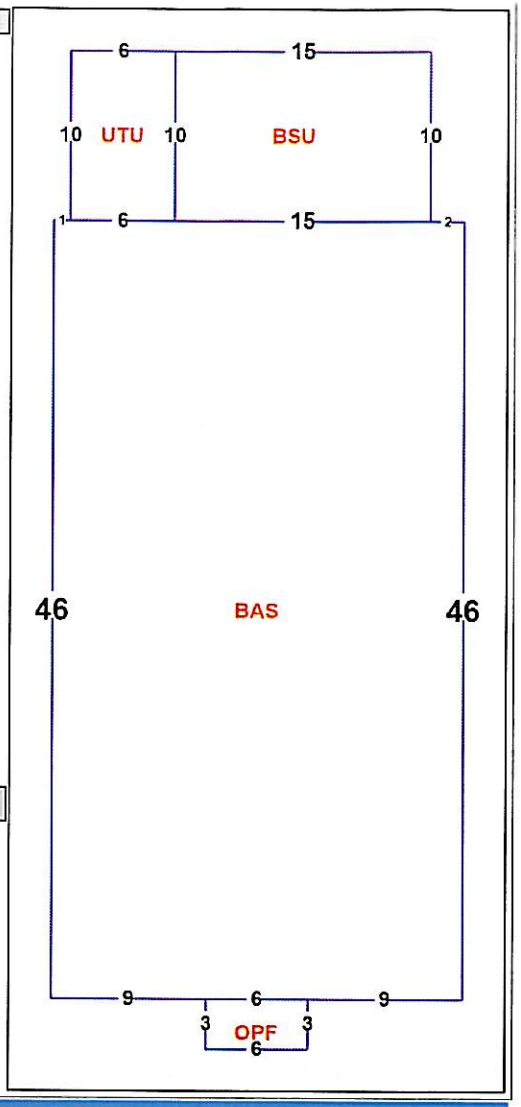

View Florida Department of Environmental Protection(DEP) Data

## Buildings

Address:200 W WINTHROP AVE, Year Built: 1939, Effective Year: 1939

## Structural Elements

**DECOR/MILLWORK**-*BELOW AVERAGE*
**DWELLING UNITS**-*1*
**EXTERIOR WALL**-*SIDING-BLW.AVG.*
**FLOOR COVER**-*PINE/SOFTWOOD*
**FOUNDATION**-*WOOD/SUB FLOOR*
**HEAT/AIR**-*CENTRAL H/AC*
**INTERIOR WALL**-*DRYWALL-PLASTER*
**NO. PLUMBING FIXTURES**-*3*
**NO. STORIES**-*1*
**ROOF COVER**-*COMPOSITION SHG*
**ROOF FRAMING**-*GABLE*
**STORY HEIGHT**-*0*
**STRUCTURAL FRAME**-*WOOD FRAME*




## Areas - 1332 Total SF

**BASE AREA** - *1104*
**BASE SEMI UNF** - *150*
**OPEN PORCH FIN** - *18*
**UTILITY UNF** - *60*

## Images

5/1/19

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:09/19/2019 (tc.3710)

Chris Jones - Escambia County Property Appraiser

**Account:** 083033000
**Refno:** 512S307061022012
**OName1:** ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
**MailingAddr:** 221 PALAFOX PL STE 420+PENSACOLA, FL 32502
**Situs:** 200 W WINTHROP AVE
**LastSale:** 3/28/2019
**LastSalePr:** 18600
**DORCd:** SINGLE FAMILY RESID
**acreage:** 0.0861
**BldCnt:** 1
**TotHeatArea:** 1254
**SecMapId:** CA221
**ComplexType:** S
**ComplexDscr:** NEW WARRINGTON 1ST ADDN PB 1 P 30
**Zoned:** MDR
**MLSNbr:**
**TaxAuth:** COUNTY MSTU
**PicCnt:** 1
**Schools:** NAVY POINT|BAILEY|PENSACOLA

**Street View**

5/1/19

Printed: 9/20/2019 11:50:59 AM

Chris Jones - Escambia County Property Appraiser

**Account:** 083033000
**Refno:** 512S30706102012
**OName1:** ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
**MailingAddr:** 221 PALAFOX PL STE 420+PENSACOLA, FL 32502
**Situs:** 200 W WINTHROP AVE
**LastSale:** 3/28/2019
**LastSalePr:** 18600
**DORCd:** SINGLE FAMILY RESID
**acreage:** 0 0861
**BldCnt:** 1
**TotHeatArea:** 1254
**SecMapId:** CA221
**ComplexType:** S
**ComplexDscr:** NEW WARRINGTON 1ST ADDN PB 1 P 30
**Zoned:** MDR
**MLSNbr:**
**TaxAuth:** COUNTY MSTU
**PicCnt:** 1
**Schools:** NAVY POINT|BAILEY|PENSACOLA

**Street View**

5/1/19

Printed: 9/20/2019 11:51:37 AM

# Escambia County, FL - Address Search

200 W WINTHROP AVE

**Warning: This is not a survey**

This site was prepared by the Escambia County GIS Division and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on the information depicted herein and is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

## Administrative Report

| | |
|---|---|
| **Parcel Site Address:** | 200 W WINTHROP AVE |
| **Parcel Ref (link to Property Appraiser):** | 51-2S-30-7061-022-012 |
| **Tax Collector ID (link to Tax Collector):** | 083033000 |
| **Commission District:** | 2 |
| **Jurisdiction:** | Unincorporated Escambia County |
| **Subdivision:** | FIRST ADDITION TO NEW WARRINGTON (View Maintenance Disclosure) |
| **Zip Code of Site Address:** | 32507 (Note: Must be verified with USPS) |
| **Water Franchise:** | THE PEOPLES WATER SERVICE COMPANY |
| **Elementary School Zone:** | Navy Point (Note: Must be verified with the ECSD) |
| **Middle School Zone:** | Bailey (Note: Must be verified with the ECSD) |
| **High School Zone:** | Pensacola (Note: Must be verified with the ECSD) |
| **Voting Precinct:** | 71 |
| **Polling Place:** | Warrington Presbyterian Church (Note: Must be verified with the ECSOE) |
| **Mosquito Spray Area:** | 7 |

## Emergency Management Report

| | |
|---|---|
| **Hurricane Evacuation Zone:** | No |
| **Special Flood Hazard Area:** | X |
| **DFIRM Panel:** | 12033C0369G |
| **Base Flood Elevation:** | Not Available |

| | |
|---|---|
| **Wind Zone:** | 140 |
| **Fire District:** | WARRINGTON - 16 |

## Topographical Report

| | |
|---|---|
| **Wetlands Attribute (not an official wetland determination):** | No |
| **Soils Map Unit Name:** | FOXWORTH SAND, 0 TO 3 PERCENT SLOPES |
| **Drainage Basin:** | BAYOU GRANDE |
| **Drainage Basin Number:** | VIII |

| Land Use Report | |
|---|---|
| **Zoning:** | MDR |
| **Future Land Use 2030:** | MU-U |
| **Pensacola Regional Airport Real Estate Disclosure Area (See Military Base Disclosure Info below):** | No |
| **Pensacola Regional Airport Noise Zone:** | No |
| **Pensacola Regional Airport Height Restriction Grid:** | No |
| **Pensacola Regional Airport Education Facility Zone:** | No |
| **Airfield Influence Planning District:** | AIPD 2 - NAS Pensacola |
| **CRA District and Overlay District:** | WARRINGTON |
| **Accident Potential Zone Description:** | No |
| **Accident Potential Zone Restriction:** | No |
| **AICUZ Noise Zone:** | No |
| **AICUZ Special Area:** | No |
| **AICUZ Special Area Restrictions:** | No |
| **Scenic Highway Overlay District:** | No |
| **Enhanced Neighborhood Protection Zone:** | No |
| **DSAP Overlay:** | No |
| **Well Head Protection Area - 7 Year:** | No |
| **Well Head Protection Area - 20 Year:** | No |
| **Perdido Key Beach Mouse Critical Habitat:** | No |
| **NFCU USA:** | No |
| **Enterprise Zone:** | No |
| **Perdido Key Master Plan Town Center Overlay:** | No |

## Parcel Map Image

**EXHIBIT I**

46

*Made this* 27th *day of* March *, A. D. 19* 98 *,*

**Between** Glenda Franko, a single woman

*hereinafter called the Mortgagor , and* Escambia County

*hereinafter called the Mortgagee ,*

**Witnesseth,** *That the said Mortgagor , for and in consideration of the sum of One Dollar to* her *in hand paid by the said Mortgagee , the receipt whereof is hereby acknowledged,* she *granted, bargained and sold to the said Mortgagee ,* its *heirs and assigns, forever, the following described land, situate, lying and being in the County of* Escambia *, State of* Florida *, to-wit:*

The South 75 feet of Lot 21, Block 12 in the First Addition of New Warrington, the said First Addition being a subdivision of a portion of Section 51, Township 2 South, Range 30 West as shown on plat of said subdivision appearing of record at page 30 of Plat Book 1 of the Public Records of Escambia County, Florida.

MTG DOC STAMPS PD @ ESC CO $ 81.20
04/16/98 ERNIE LEE MAGAHA, CLERK
By:

INTANGIBLE TAX PD @ ESC CO $ 46.39
04/16/98 ERNIE LEE MAGAHA, CLERK
By:

*and the said Mortgagor* do es *hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.*

**Provided Always,** *That if said Mortgagor , her heirs, legal representatives or assigns, shall pay unto the said Mortgagee , its legal representatives or assigns, a certain promissory note dated the* 27th *day of* March *, A. D. 19* 98 *, for the sum of* Twenty-three Thousand One Hundred Ninety-four & 00/100 (23,194.00) --------- *Dollars, payable* if property is transferred or sold *with interest at* Zero (0%) *per cent. from* March 27, 1998 *signed by* Glenda Franko

THIS MORTGAGE SHALL NOT BE SUBORDINATED UNDER ANY CIRCUMSTANCES***

*and shall pay all sums payable hereunder, and perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and of this mortgage, and shall duly pay all taxes, and also insurance premiums reasonably required, and all costs and expenses including a reasonable attorney's fee, which said Mortgagee may incur in collecting money secured by this mortgage, and also in enforcing this mortgage by suit or otherwise, then this mortgage and the estate hereby created shall cease and be null and void.* **In Witness Whereof,** *the said Mortgagor hereunto set* her *hand and seal the day and year first above written.*

*Signed, sealed and delivered in presence of us:*

COUNTY OF ESCAMBIA

INSTRUMENT 98-475070

The foregoing instrument was acknowledged before me this 27th day of March, 19 98, by Glenda Franko, who is personally known to me or who has produced Florida Driver License #F652-293-76-664-0 as identification and who ~~did~~ (did not) take an oath.

Derrick Andre Williams
Signature

DERRICK ANDRE WILLIAMS
MY COMMISSION # CC 721452
EXPIRES: March 15, 2002
1-800-3-NOTARY Fla. Notary Service & Bonding Co.

Notary Public

Mortgage Deed
SHORT FORM

RAMCO FORM 6hA

From

Date

(C-A)

**EXHIBIT II**



REGULAR BCC AGENDA – Continued

8. Written Communication:

A. Communication from Theodore Topouzis

Motion made by Commissioner Barry, seconded by Commissioner Underhill, and carried 4-0, with Commissioner Robinson absent, approving to grant relief upon receiving payment of $1,759, relative to the June 30, 2016, communication from Theodore Topouzis, Topouzis & Associates, PC, requesting Escambia County provide relief of Code Enforcement Lien attached to 210 West Hannah Street.

B. Communication from Hipolito Santiago

Motion made by Commissioner Barry, seconded by Commissioner Underhill, and carried 4-0, with Commissioner Robinson absent, rejecting the request and the proposed settlement, and approving to move forward with foreclosure on the County's $23,194 lien, relative to the July 22, 2016, communication from Hipolito Santiago, Property Manager Specialist, Florida State Trust, requesting a release of the Community Development Block Grant Mortgage for property located at 200 West Winthrop Avenue.

Speaker(s):

Tyler Mesmer

**EXHIBIT III**

***IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT IN AND FOR ESCAMBIA COUNTY, FLORIDA***

PAM CHILDERS
CLERK & COMPTROLLER
FILED
2019 FEB 26 P 2:01
ESCAMBIA COUNTY, FL

| | |
|---|---|
| ***ESCAMBIA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,***<br><br>***Plaintiff,***<br><br>***v.***<br><br>***GLENDA FRANKO; UNKNOWN SPOUSE OF GLENDA FRANKO; UNKNOWN PARTY IN POSSESSION 1; UNKNOWN PARTY IN POSSESSION 2; TRUST MORTGAGE LLC, A DELAWARE CORPORATION,***<br><br>***Defendants.*** | ***CASE NO.: 2016-CA-001931*** |

***FINAL JUDGMENT OF FORECLOSURE***

***THIS ACTION*** was heard before the Court on Plaintiff's Motion for Summary Judgment on February 25, 2019. On the evidence presented, ***IT IS ADJUDGED*** that a Final Judgment of Foreclosure is ***ENTERED*** against all Defendants listed by name: Glenda Franko, Unknown Spouse of Glenda Franko NKA Dwayne Franko, and Trust Mortgage LLC, a Delaware Corporation.

1. ***Amounts Due.*** Plaintiff, Escambia County, a Political Subdivision of the State of Florida care of Escambia County Board of County Commissioners, 221 Palafox Place Second Floord Suite 140, Pensacola, FL 32591, is due:

| | |
|---|---|
| PRINCIPAL | $23,194.00 |
| ATTORNEY FEES | $14,638.75 |
| ATTORNEY COSTS | $1,497.82 |
| ***TOTAL SUM*** | ***$39,330.57*** |

Which shall bear interest at the prevailing statutory rate of 6.33% interest.

2. ***Lien on Property.*** Plaintiff holds a lien for the total sum superior to all claims or estates of Defendant(s), Glenda Franko, Unknown Spouse of Glenda Franko NKA Dwayne

Franko, and Trust Mortgage LLC, a Delaware Corporation on the following described property in Escambia County, Florida:

> The South 75 feet of Lot 21, Block 12 in the First Addition of New Warrington, the said First Addition being a subdivision of a portion of Section 51, Township 2 South, Range 30 West as shown on plat of said subdivision appearing of record at page 30 of Plat Book 1 of the Public Records of Escambia County, Florida.

Property Address: 200 West Winthrop Avenue, Pensacola, FL 32507

3. ***Sale of Property.*** If the total sum with interest at the rate described in paragraph 1 and all costs accrued subsequent to this judgment are not paid, the clerk of this court shall sell the property at public sale on March 28, 2019 to the highest bidder for cash, except as prescribed in paragraph 4, in accordance with Section 45.031, Florida Statutes (2013), using the following method:

*(CHECK ONE)*:

☐ _____, beginning at _____ on the prescribed date.

☒ By electronic sale beginning at 11:00 a.m. CST on the prescribed date at via the online auction site at www.escambia.realforeclose.com (website).

4. ***Costs.*** Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the clerk if Plaintiff is not the purchaser of the property for sale, provided, however, that the purchaser of the property for sale shall be responsible for the documentary stamps payable on the certificate of title. If Plaintiff is the purchaser, the clerk shall credit Plaintiff's bid with the total sum with interest and costs accruing subsequent to this judgment, or such part of it, as is necessary to pay the bid in full.

5. ***Distribution of Proceeds.*** On filing the certificate of title the clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of Plaintiff's costs; second, documentary stamps affixed to the certificate; third, Plaintiff's attorneys' fees; fourth, the total sum due to Plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 1 from this date to the date of the sale; and by retaining any remaining amount pending the further order of this Court.

6. ***Right of Redemption/Right of Possession.*** On filing the certificate of sale, Defendant(s) and all persons claiming under or against Defendant(s) since the filing of the Notice of Lis Pendens shall be foreclosed of all estate or claim in the property and Defendant's right of redemption as prescribed by section 45.0315, Florida Statutes (2013), shall be terminated, except as to claims or rights under Chapter 718 or Chapter 720, Florida Statutes, if any. Upon the filing of the certificate of title, the person named on the certificate of title shall be let into possession of the property.

7. ***Attorneys' Fees.*** The requested attorneys' fees are a flat rate fee that the firm's client has agreed to pay in this matter of $1,057.50. Given the amount of the fee requested and labor expended, the Court finds a lodestar analysis is not necessary and the flat fee is reasonable. In addition to the flat fee rate, the firm's client has agreed to pay an additional $13,582.50 for work not included in the flat fee. The Court finds, based upon the affidavits/testimony presented and upon inquiry of counsel for the Plaintiff, that the fees were reasonably expended by Plaintiff's counsel and that $14,640.00 is appropriate. Plaintiff's counsel represents that the attorneys' fees awarded do not exceed its contract fee with the Plaintiff. The Court finds that there is no reduction or enhancement factor for consideration by the Court pursuant to Florida Patients Compensation Fund v. Rowe, 472 So. 2d 1145 (Fla. 1985).

8. ***Re-establishment of Lost Note.*** The Court finds that the Plaintiff has re-established the terms of the lost note and its right to enforce the instrument as required by applicable law. Plaintiff shall hold the Defendants Glenda Franko, maker(s) of the note, harmless and shall indemnify Defendants Glenda Franko for any loss they may incur by reason of a claim by any other person to enforce the lost note. Adequate protection has been provided as required by law by a written indemnification agreement included in the Lost Note Affidavit on file with the Court. Judgment is hereby entered in favor of the Plaintiff as to its request to enforce the lost note.

9. ***Jurisdiction Retained.*** Jurisdiction of this action is retained to enforce the adequate protection ordered and to enter further orders that are proper including, without limitation, writs of possession, deficiency judgments, re-foreclosure of omitted parties, reforming errors in the legal description or address, orders authorizing Plaintiff to recover any post-judgment advances required to protect its mortgage lien and complete the foreclosure sale contemplated by this judgment, including, but not limited to, advances for property taxes, insurance, property preservation costs, post-judgment attorneys' fees and costs, and post-judgment bankruptcy attorneys' fees and costs, and such other, further issues as are just and necessary.

***IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THE FINAL JUDGMENT.***

***IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN 60 DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.***

***IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CONTACT THE CLERK OF THE COURT FOR ESCAMBIA COUNTY, FLORIDA WITHIN 10 DAYS AFTER THE SALE TO SEE IF THERE IS***

***ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.***

***IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT LEGAL SERVICES OF NORTH FLORIDA, INC., 118 SOUTH BAYLEN STREET, PENSACOLA, FL 32501, PHONE: 850-432-8222, TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT LEGAL SERVICES OF NORTH FLORIDA, INC., 118 SOUTH BAYLEN STREET, PENSACOLA, FL 32501, PHONE: 850-432-8222, FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.***

DONE and ORDERED at Escambia County, Florida, on this February 25, 2019.

Circuit Judge

Mailed to All 3/4/19 T.W.

***SERVICE LIST***

Sirote & Permutt, P.C.
1201 S. Orlando Ave, Suite 430
Winter Park, FL 32789
floridaservice@sirote.com

Unknown Spouse of Glenda Franko
NKA Dwayne Franko
10671 Heatherwood Dr.
Pensacola, FL 32506

Glenda Franko
10671 Heatherwood Dr.
Pensacola, FL 32506

Matthew Estevez, P.A.
8603 S. Dixie Hwy., Suite 218
Miami, FL 33143
Counsel for Defendant, Trust Mortgage LLC, a Delaware Corporation
mse@mattestevez.com

# EXHIBIT IV

## IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
## IN AND FOR ESCAMBIA COUNTY, FLORIDA
## CIVIL ACTION

CASE NO. 2016 CA 001931

ESCAMBIA COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
Plaintiff

VS.

FRANKO, GLENDA ; UNKNOWN SPOUSE OF GLENDA FRANKO ; UNKNOWN PARTY IN POSSESSION 1 ; UNKNOWN PARTY IN POSSESSION 2 ; TRUST MORTGAGE LLC A DELAWARE CORPORATION
Defendant

### CERTIFICATE OF TITLE

The undersigned, Pam Childers, Clerk of the Circuit Court, hereby certifies that a certificate of sale has been executed and filed in this action on March 28, 2019, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Escambia County, Florida was sold to

ESCAMBIA COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
C/O SIROTE & PERMUTT, PC 1201 S. ORLANDO AVE, SUITE 430 WINTER PARK, FL, 32789

**The South 75 feet of Lot 21, Block 12 in the First Addition of New Warrington, the said First Addition being a subdivision of a portion of Section 51, Township 2 South, Range 30 West as shown on plat of said subdivision appearing of record at page 30 of Plat Book 1 of the Public Records of Escambia County, Florida.**

**Property Address: 200 West Winthrop Avenue, Pensacola, FL 32507**

The successful bid was in the amount of $18600.00.

WITNESS my hand and the official seal on this 9 day of April, 2019, as Clerk of the Circuit Court.

CLERK & COMPTROLLER ESCAMBIA COUNTY, FLORIDA

Pam Childers
Clerk of the Circuit Court

BY: _____
Deputy Clerk

Conformed copies to all parties

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16906** **County Administrator's Report 14. 11.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 10/03/2019
**Issue:** Surplus and Sale of County-Owned Property - PARK (in the Spanish Trail Villas Subdivision)
**From:** STEPHAN HALL, Budget Manager
**Organization:** Asst County Administrator
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning the Surplus and Sale of County Owned Property - PARK (in the Spanish Trail Villas Subdivision) - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the surplus and sale of County-owned Property - PARK (in the Spanish Trail Villas Subdivision):

A. Authorize the County Attorney's Office to take such action necessary to evict occupants of the County-owned property, if occupied;

B. Declare surplus the Board's real property that is a PARK (in the Spanish Trail Villas Subdivision), located in District 4; Account #: 01-0319-190; Reference#: 06-1S-29-3500-000-044; Property Appraiser's current assessed value: $5,320;

C. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid, which will be set at the Property Appraiser's current assessed value. This property has been reviewed by County staff and it has been determined that the County does not have a need for this property; and

D. Authorize the County Attorney's Office to prepare, and the Chairman to sign, all documents related to the sale of this property, without further action of the Board.

## BACKGROUND:

The subject County-owned property that is a PARK (in the Spanish Trail Villas Subdivision) was dedicated for public use on May 31, 1971, by Spanish Trail Builders, Inc., per the plat located at Plat Book 8, Page 20. This property is undeveloped. Periodically the Parks and Recreation Department has had to go in and clean up debris, trash, etc., but does not envision, plan, nor budget to develop this property.

Per Florida Statute 95.36 Dedications to municipalities or counties for park purposes. -
(1) Dedications of land to municipalities or counties for park purposes that have been recorded for 30 years shall not be challenged by the dedicator or any other person when the land has been put to some municipal or county use during the period of dedication or has been conveyed by the municipality or county by a deed recorded for 7 years, and all rights of the dedicator and all other persons in the land are terminated.
(2) When dedications of land to municipalities or counties for park purposes have been put to some municipal or county use, the dedication was accepted by written instrument or by actions constituting acceptance, and the municipality or county vacates the park and the ordinance or resolution vacating it recites that the municipality or county is surrendering all of its title to the dedicated land, the fee simple title shall not be challenged in any action by any person, except in cases of fraud, and the rights of all persons except the owner of the fee simple title are terminated.
(3) Any funds accruing to a municipality or county from the sale of dedicated lands pursuant to this section shall be used for park purposes.

**BUDGETARY IMPACT:**

Sale of this property will generate revenue for the Escambia County Restricted Fund, Parks and Recreation Special Events [Fund: 101, Cost Center: 350224].

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's Office will prepare or approve all legal documents prior to execution by the Chairman.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Florida Statute 95.36, and Escambia County Code of Ordinances Section 46.134

**IMPLEMENTATION/COORDINATION:**

N/A

## Attachments

Information Package - PARK (in the Spanish Trail Villas Subdivision)

Plat - Spanish Trail Villas Subdivision

Florida Statute 95.36 - Dedications to Municipalities or Counties for Park Purposes

# Chris Jones
# Escambia County Property Appraiser



## General Information

| | |
|---|---|
| **Reference:** | 061S293500000044 |
| **Account:** | 010319190 |
| **Owners:** | ESCAMBIA COUNTY PARK |
| **Mail:** | 221 PALAFOX PL STE 420<br>PENSACOLA, FL 32502 |
| **Situs:** | |
| **Use Code:** | FOREST, PARK, REC. |
| **Taxing Authority:** | COUNTY MSTU |
| **Tax Inquiry:** | Open Tax Inquiry Window |

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

## Assessments

| Year | Land | Imprv | Total | Cap Val |
|---|---|---|---|---|
| 2019 | $5,320 | $0 | $5,320 | $2,090 |
| 2018 | $1,900 | $0 | $1,900 | $1,900 |
| 2017 | $1,900 | $0 | $1,900 | $1,900 |

**Disclaimer**

**Tax Estimator**

**File for New Homestead Exemption Online**

## Sales Data

| Sale Date | Book | Page | Value | Type | Official Records (New Window) |
|---|---|---|---|---|---|

None

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

## 2019 Certified Roll Exemptions

COUNTY OWNED

## Legal Description

BEG AT NE COR OF LT 35 SPANISH TRAIL VILLA S/D PB 8 P 20 N 86 DEG 01 MIN 36 SEC E ALG N LI OF SEC 76 38/100 FT...

## Extra Features

None

## Parcel Information

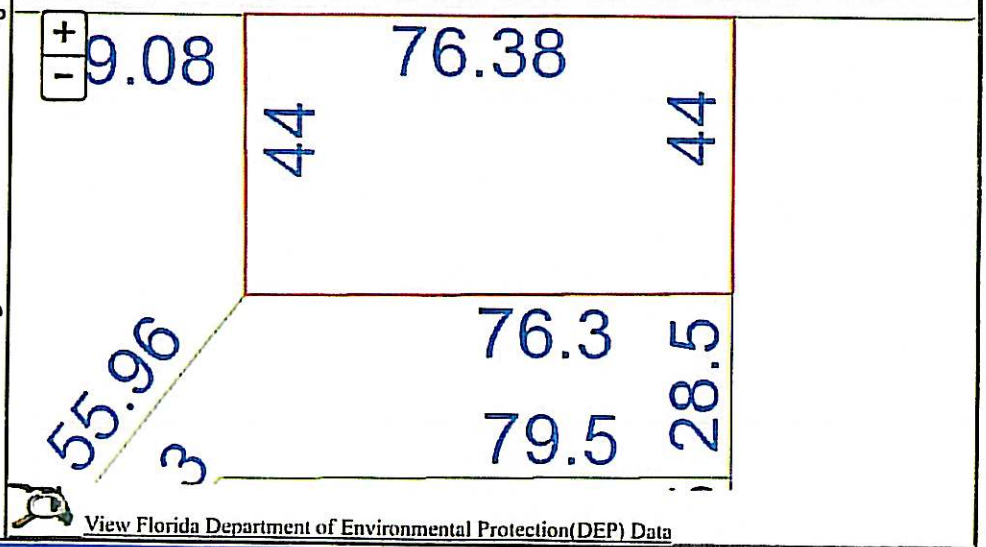
Launch Interactive Map

**Section Map Id:**
06-1S-29-2

**Approx. Acreage:**
0.0800

**Zoned:**
Rec

**Evacuation & Flood Information**
Open Report




View Florida Department of Environmental Protection(DEP) Data

## Buildings

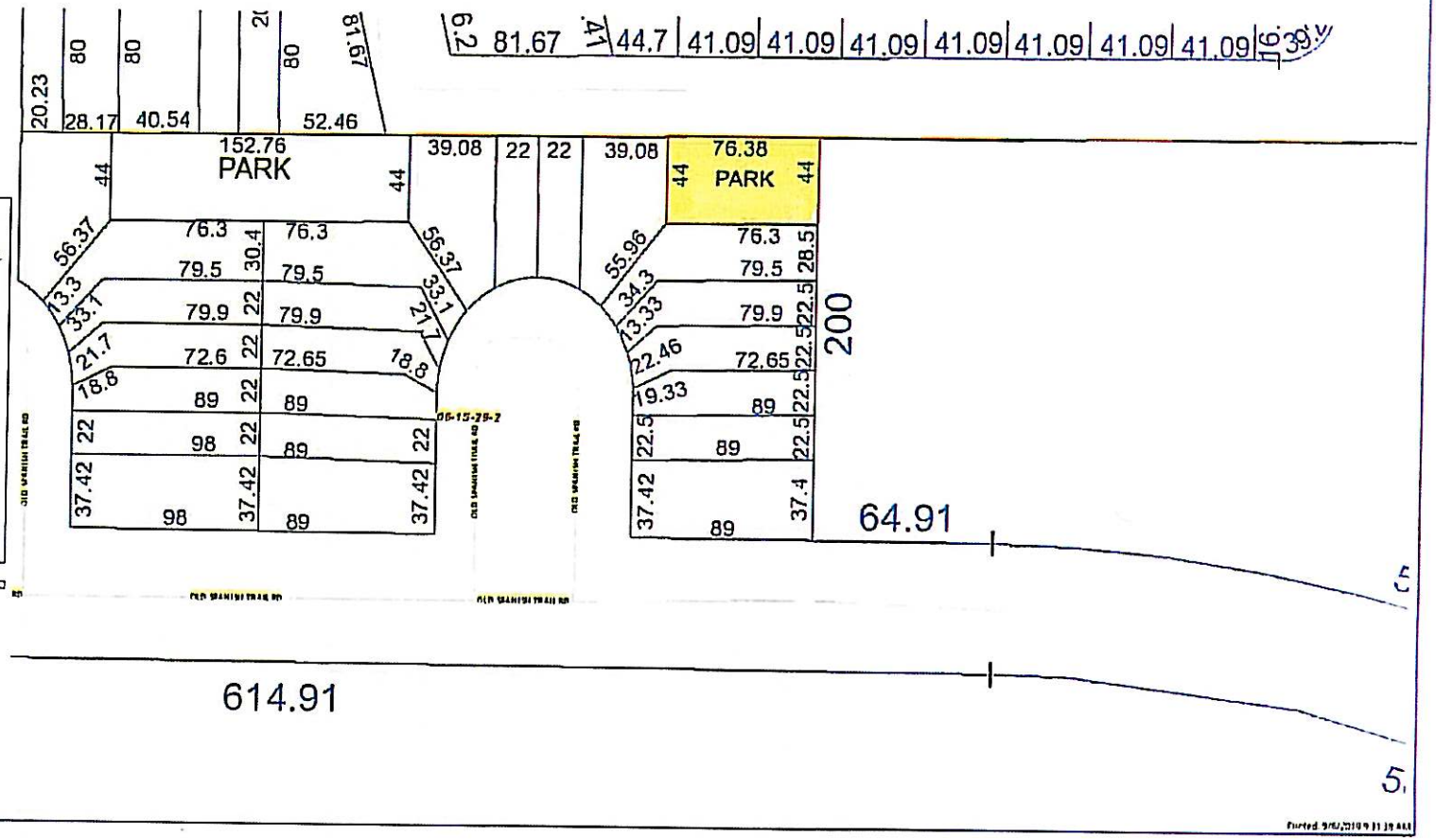
## Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

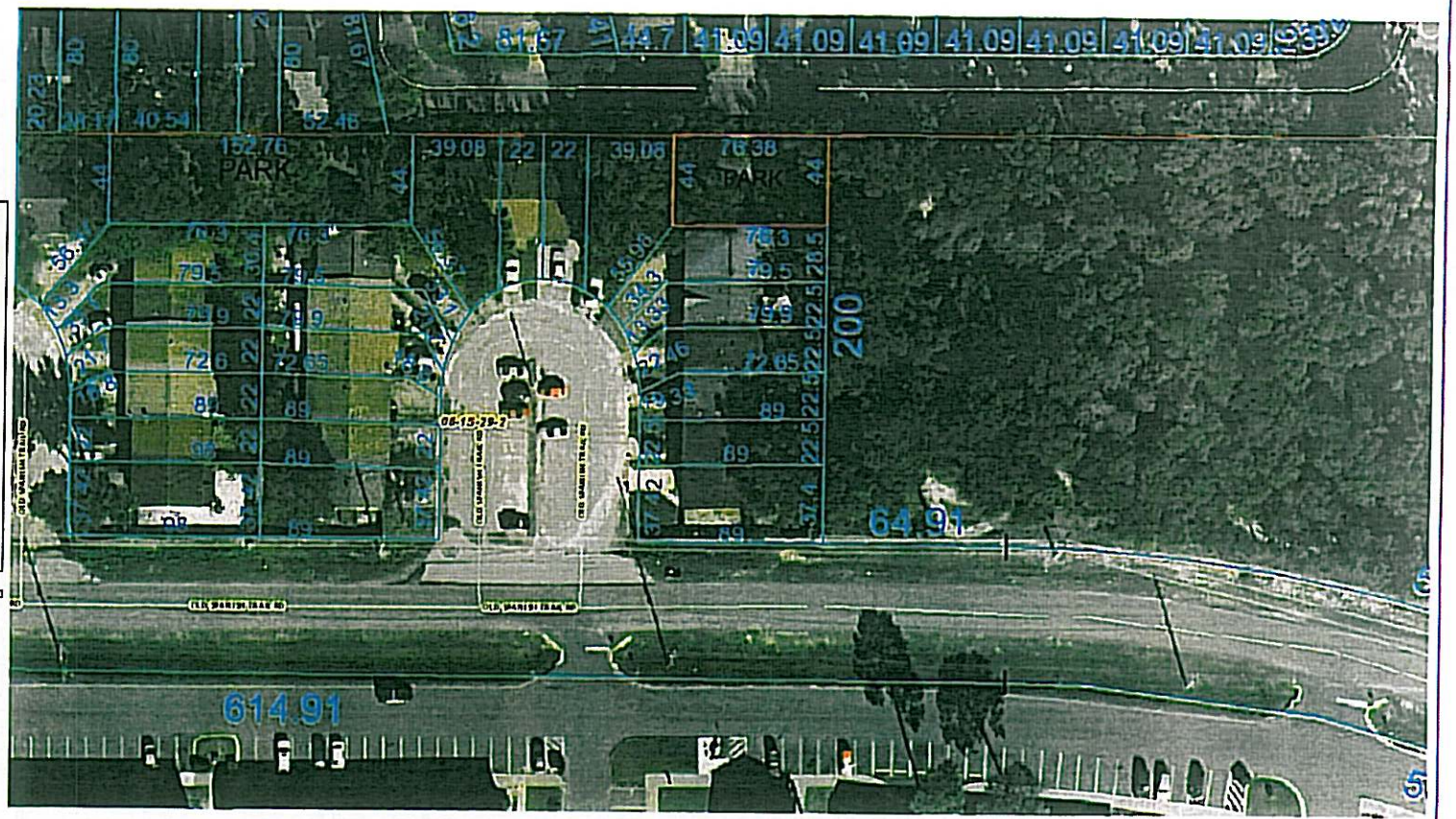
Chris Jones - Escambia County Property Appraiser

Account: 010319190
Refno: 061529350000000144
OName1: ESCAMBIA COUNTY PARK
MailingAddr: 221 PALAFOX PL STE 420 • PENSACOLA, FL 32502
SHse:
LastSale: n/a
LastSalePr: 0
DORCd: FOREST, PARK, REC
acreage: 0.0800
BldCnt: 0
TotHeatArea: 0
SecMapId: 06-15-29-2
ComplexType: S
ComplexDscr: SPANISH TRAIL VILLAS PB 8 P 20 TOWNHOMES
Zoned: Rec
MLSNbr:
TaxAuth: COUNTY MSTU
PicCnt: 0
School: SCENIC HEIGHTS|FERRY PASS|WASHINGTON



Chris Jones - Escambia County Property Appraiser

Account: 010319190
Refno: 061529350000044
OName1: ESCAMBIA COUNTY PARK
MailingAddr: 221 PALAFOX PL STE 420+PENSACOLA, FL 32502
Situs:
LastSale: n/a
LastSalePr: 0
DORCd: FOREST, PARK, REC
acreage: 0.0800
BldCnt: 0
TotHeatArea: 0
SecMapId: 06-1S-29-2
ComplexType: S
ComplexDscr: SPANISH TRAIL VILLAS PB 8 P 20 TOWNHOMES
Zoned: Rec
MLSNbr:
TaxAuth: COUNTY MSTU
PicCnt: 0
Schools: SCENIC HEIGHTS|PERRY PASS|WASHINGTON



# Escambia County, FL - Address Search

**Warning: This is not a survey**

This site was prepared by the Escambia County GIS Division and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on the information depicted herein and is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

## Administrative Report

| | |
|---|---|
| **Parcel Site Address:** | |
| **Parcel Ref (link to Property Appraiser):** | 06-1S-29-3500-000-044 |
| **Tax Collector ID (link to Tax Collector):** | 010319190 |
| **Commission District:** | 4 |
| **Jurisdiction:** | Unincorporated Escambia County |
| **Subdivision:** | SPANISH TRAIL VILLAS (View Maintenance Disclosure) |
| **Zip Code of Site Address:** | 32514 (Note: Must be verified with USPS) |
| **Water Franchise:** | EMERALD COAST UTILITIES AUTHORITY |
| **Elementary School Zone:** | Scenic Heights (Note: Must be verified with the ECSD) |
| **Middle School Zone:** | Ferry Pass (Note: Must be verified with the ECSD) |
| **High School Zone:** | Washington (Note: Must be verified with the ECSD) |
| **Voting Precinct:** | 108 |
| **Polling Place:** | Holy Cross Episcopal Church (Note: Must be verified with the ECSOE) |
| **Mosquito Spray Area:** | 37 |

## Emergency Management Report

| | |
|---|---|
| **Hurricane Evacuation Zone:** | No |
| **Special Flood Hazard Area:** | X |
| **DFIRM Panel:** | 12033C0320G |
| **Base Flood Elevation:** | Not Available |

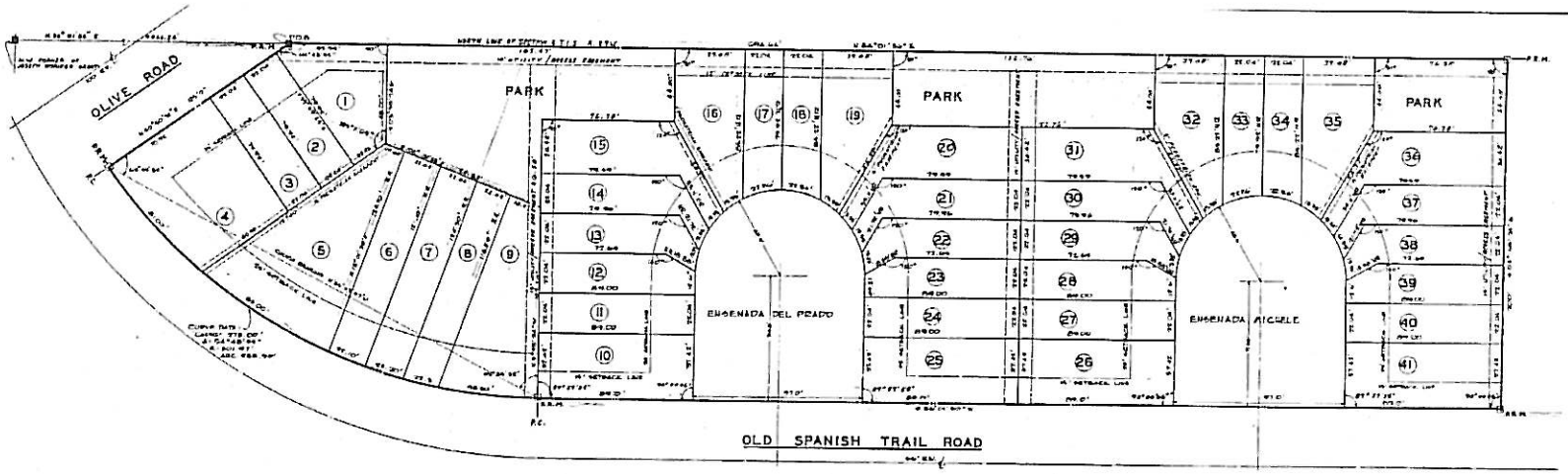
| | |
|---|---|
| **Wind Zone:** | 135 |
| **Fire District:** | FERRY PASS - 7 |

## Topographical Report

| | |
|---|---|
| **Wetlands Attribute (not an official wetland determination):** | No |
| **Soils Map Unit Name:** | TROUP SAND, 0 TO 5 PERCENT SLOPES |
| **Drainage Basin:** | ESCAMBIA BAY |
| **Drainage Basin Number:** | VII |

| Land Use Report | |
|---|---|
| **Zoning:** | Rec |
| **Future Land Use 2030:** | REC |
| **Pensacola Regional Airport Real Estate Disclosure Area (See Military Base Disclosure Info below):** | No |
| **Pensacola Regional Airport Noise Zone:** | No |
| **Pensacola Regional Airport Height Restriction Grid:** | 350 |
| **Pensacola Regional Airport Education Facility Zone:** | No |
| **Airfield Influence Planning District:** | No |
| **CRA District and Overlay District:** | No |
| **Accident Potential Zone Description:** | No |
| **Accident Potential Zone Restriction:** | No |
| **AICUZ Noise Zone:** | No |
| **AICUZ Special Area:** | No |
| **AICUZ Special Area Restrictions:** | No |
| **Scenic Highway Overlay District:** | No |
| **Enhanced Neighborhood Protection Zone:** | No |
| **DSAP Overlay:** | No |
| **Well Head Protection Area - 7 Year:** | No |
| **Well Head Protection Area - 20 Year:** | No |
| **Perdido Key Beach Mouse Critical Habitat:** | No |
| **NFCU USA:** | No |
| **Enterprise Zone:** | No |
| **Perdido Key Master Plan Town Center Overlay:** | No |

## Parcel Map Image




# SPANISH TRAIL VILLAS

A SUBDIVISION OF A PORTION

SECTION - 6, T-1-S, R-29-W

ESCAMBIA COUNTY, FLA.

SCALE: 1" = 30'

GRAPHIC SCALE

JUNE 1971

## DESCRIPTION

COMMENCE AT NORTHWEST CORNER OF THE JOSEPH NORIEGA GRANT, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE N 86°01'36" E ALONG THE NORTH LINE OF THE SAID SECTION 6 FOR A DISTANCE OF 2,466.58 FEET TO THE POINT OF INTERSECTION OF THE SAID NORTH LINE OF SECTION 6 AND THE SOUTHEASTERLY RIGHT OF WAY LINE OF OLIVE ROAD (S.R. NO. 5 290) (100 R/W.) FOR THE POINT OF BEGINNING;

THENCE CONTINUE N 86°01'36" E ALONG THE SAID NORTH LINE OF SECTION 6 FOR A DISTANCE OF 693.66 FT; THENCE S 03°58'24" E A DISTANCE OF 200 FT.; THENCE S 86°01'36" W A DISTANCE OF 840 FT. TO THE POINT OF CURVE OF A CIRCULAR CURVE (RADIUS = 301.97 FT.) CENTRAL ANGLE OF 54°43'56") CONCAVE TO THE NORTHEAST, THENCE ALONG THE ARC (CHORD DISTANCE OF 278.00 FT.; CHORD BEARING OF N 66°38'57" W) OF SAID CURVE FOR AN ARC DISTANCE OF 288.50 FT. TO THE POINT OF TANGENT OF SAID CURVE, WHICH POINT IS ON THE SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF OLIVE ROAD; THENCE N 50°50'31" E ALONG THE SAID SOUTHEASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 129 FT. TO THE P.O.B.

CONTAINING 3.98 ACRES, MORE OR LESS, AND ALL LYING AND BEING IN THE JOSEPH NORIEGA GRANT, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY FLORIDA.

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT SPANISH TRAIL BUILDERS INC. OWNERS OF THE LAND HEREIN DESCRIBED AND PLATTED HEREON, HEREBY DEDICATE TO THE PUBLIC ALL STREETS, PARKS AND EASEMENTS ON THIS PLAT IN WITNESS WHEREON THESE PRESENCE ARE EXECUTED ON THIS 31st DAY OF MAY 1971

SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:

Mildred A. Osborn

Robert L. Gatwood
ROBERT L. GATWOOD PRES.

Marnie P. Turner

Charles F. Faddis
CHARLES F. FADDIS SEC.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE THE SUBSCRIBER PERSONALLY APPEARED CHARLES F. FADDIS AND ROBERT L. GATWOOD, KNOWN TO ME, AND KNOWN TO ME TO BE THE INDIVIDUALS DESCRIBED BY SAID NAMES IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 31 DAY OF May 1971

Mildred A. Osborn
NOTARY PUBLIC STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES 10/24/72

## CERTIFICATE OF APPROVAL OF COUNTY COMMISSIONERS

I, J. A. FLOWERS, COUNTY CLERK OF ESCAMBIA COUNTY FLA. HEREBY CERTIFY THAT THE WITHIN PLAT PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR MEETING HELD ON THIS 24 DAY OF June 1971 WAS APPROVED FOR FILLING BY SAID BOARD AND I, AS CLERK OF SAID BOARD WAS INSTRUCTED TO SO CERTIFY HEREON.

J. A. Flowers
COUNTY CLERK
ESCAMBIA COUNTY, FLA.

## COUNTY CLERK'S APPROVAL

I J. A. FLOWERS, CLERK OF THE CIRCUIT COURT, ESCAMBIA COUNTY FLA. HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL OF THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 10275 OF THE 1925 ACTS OF LEGISLATURE OF FLORIDA) AND THE SAME WAS FILED FOR RECORD IN PLAT BOOK 8 OF SAID COUNTY AT PAGE 20 ON THIS 2 DAY OF July 1971.

J. A. Flowers
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FLA.

## SURVEYOR'S CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS IS A CORRECT REPRESENTATION OF THE LAND HEREON DESCRIBED; THAT SAID LAND HAS BEEN SUBDIVIDED AND STAKED AS INDICATED; THAT PERMANENT REFERENCE MONUMENTS (INDICATED AS P.R.M.) HAVE BEEN PLACED AS REQUIRED BY THE PLAT ACT (CHAPTER 10275); THAT THE SIGN (') MEANS FEET OR MINUTES; THAT THE SIGN (°) MEANS DEGREES; ALL DIMENSIONS SHOWN ON CURVE ARE ARC DIA.

Thomas H. Allen
REG. FLORIDA LAND SURVEYOR NO 1673

PB 8 PG 20

(8-20)

Online Sunshine

Select Year: 2019 Go

# The 2019 Florida Statutes



**95.36 Dedications to municipalities or counties for park purposes.—**

(1) Dedications of land to municipalities or counties for park purposes that have been recorded for 30 years shall not be challenged by the dedicator or any other person when the land has been put to some municipal or county use during the period of dedication or has been conveyed by the municipality or county by a deed recorded for 7 years, and all rights of the dedicator and all other persons in the land are terminated.

(2) When dedications of land to municipalities or counties for park purposes have been put to some municipal or county use, the dedication was accepted by written instrument or by actions constituting acceptance, and the municipality or county vacates the park and the ordinance or resolution vacating it recites that the municipality or county is surrendering all of its title to the dedicated land, the fee simple title shall not be challenged in any action by any person, except in cases of fraud, and the rights of all persons except the owner of the fee simple title are terminated.

(3) Any funds accruing to a municipality or county from the sale of dedicated lands pursuant to this section shall be used for park purposes.

History.—s. 1, ch. 25503, 1949; s. 1, ch. 70-337; s. 24, ch. 74-382; s. 1, ch. 89-28.

Copyright © 1995-2019 The Florida Legislature • Privacy Statement • Contact Us

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16826** **County Administrator's Report 14. 12.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 10/03/2019
**Issue:** Approval to Issue Fiscal Year 2019/2020 Purchase Order in Excess of $50,000 to Stryker Sales Corporation
**From:** JOHN DOSH, Interim Director
**Organization:** Public Safety
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning the Approval to Issue Fiscal Year 2019/2020 Purchase Order, in Excess of $50,000, to Stryker Sales Corporation for the Public Safety Department - John Dosh, Interim Public Safety Department Director

That the Board take the following action regarding the Approval to Issue Fiscal Year 2019/2020 Purchase Order, in Excess of $50,000, to Stryker Sales Corporation for the maintenance Contract renewal of the Power Load System and Power Cots that lift stretchers in and out of ambulances for the Public Safety Department:

A. Authorize the County Administrator to sign the ProCare Services Agreement for annual maintenance for 30 power load systems and 37 power cots. The original purchase of the equipment was purchased according to Specification Number PD 15-16.084; and

B. Authorize the issuance of a Purchase Order to Stryker Sales Corporation, in the amount of $80,556.80, to renew the annual maintenance Contract.

[Funding: Fund 408, Emergency Services Fund, Cost Center 330302, EMS Operations, Object Code 54601]

## BACKGROUND:

Issuance of this purchase order is necessary to ensure continuity of mission critical services by the Board of County Commissioners to the citizens of Escambia County through the Public Safety Department. Stryker Sales Corporation provides the annual maintenance contract for all Power-Loads purchased by EMS. The maintenance provides EMS with annual inspections and repairs to ensure compliance with industry

requirements.

**BUDGETARY IMPACT:**

Funding: Fund 408, Emergency Services, Cost Center 330302, EMS Operations, Object Code 54601

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Agreement was reviewed by Senior Assistant County Attorney Kristin Hual to legal form and sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Escambia County, FL Code of Ordinances, Chapter 46, Article II, Purchase and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue a Purchase Order.

---

**Attachments**

ProCare Services Agreement

---

ProCare Services

stryker

Sales Rep Name: Jeff Wages
ProCare Service Rep: Kerry Langford

3800 E. Centre Ave
Portage, MI 49009

Date: 8/28/2019
ID #: 190811190104

**PROCARE PROPOSAL SUBMITTED TO:**

Account Number: 1192055
Account Name: Escambia Co Public Safety
Account Address:
City, State Zip:

Name:
Title:
Phone:
Email:

**PROCARE COVERAGE**

| Item No. | Model Number | Model Description | ProCare Program | Qty | Yrs | | Total |
|---|---|---|---|---|---|---|---|
| 1 | 6390 | Power-LOAD | EMS Prevent | 30 | 1 | | $51,930.00 |
| 2 | 6506 | Power Cots | EMS Prevent | 37 | 1 | | $48,766.00 |

**PROGRAM INCLUDES:**

**EMS Prevent:**

Includes parts, labor, travel, 1 annual PM inspection, unscheduled service, battery replacement & product equipment checklists. Replacement parts do not include mattresses, and other disposable or expendable parts.

| | | |
|---|---|---|
| Unless otherwise stated on contract, payment is expected upfront. | ProCare Total | $100,696.00 |
| | Discount | 20% |
| | **FINAL TOTAL** | **$80,556.80** |

Start Date: 10/1/2019
End Date: 9/30/2020

Stryker Signature Date

Customer Signature Date

Janice P. Gilley, County Administrator, Escambia County BCC

Purchase Order Number (MUST INCLUDE HARD COPY)

☐ Check if Purchase Order is not required

**COMMENTS:**

Please fax signed Proposal and Purchase Order to Tom Tackabury at 269-321-3501.
All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
**Quote pricing valid for 30 days.

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 09-09-2019

| SERIAL NUMBER SHEET | | | |
|---|---|---|---|
| Item No. | Model | Serial Number | Program |
| 1 | 6390 | 160240408 | EMS Prevent |
| 2 | 6390 | 160240409 | EMS Prevent |
| 3 | 6390 | 160541101 | EMS Prevent |
| 4 | 6390 | 160541102 | EMS Prevent |
| 5 | 6390 | 161040100 | EMS Prevent |
| 6 | 6390 | 161040101 | EMS Prevent |
| 7 | 6390 | 161040102 | EMS Prevent |
| 8 | 6390 | 161040103 | EMS Prevent |
| 9 | 6390 | 161040104 | EMS Prevent |
| 10 | 6390 | 161040105 | EMS Prevent |
| 11 | 6390 | 161040106 | EMS Prevent |
| 12 | 6390 | 161040107 | EMS Prevent |
| 13 | 6390 | 161040108 | EMS Prevent |
| 14 | 6390 | 161040109 | EMS Prevent |
| 15 | 6390 | 161040110 | EMS Prevent |
| 16 | 6390 | 161040111 | EMS Prevent |
| 17 | 6390 | 161040112 | EMS Prevent |
| 18 | 6390 | 161040113 | EMS Prevent |
| 19 | 6390 | 161040114 | EMS Prevent |
| 20 | 6390 | 161040115 | EMS Prevent |
| 21 | 6390 | 161040116 | EMS Prevent |
| 22 | 6390 | 161040117 | EMS Prevent |
| 23 | 6390 | 161040118 | EMS Prevent |
| 24 | 6390 | 161040119 | EMS Prevent |
| 25 | 6390 | 161040120 | EMS Prevent |
| 26 | 6390 | 161040121 | EMS Prevent |
| 27 | 6390 | 161040122 | EMS Prevent |
| 28 | 6390 | 161040123 | EMS Prevent |
| 29 | 6390 | 161040124 | EMS Prevent |
| 30 | 6390 | 161040125 | EMS Prevent |
| 31 | 6506 | 081239723 | EMS Prevent |
| 32 | 6506 | 090340603 | EMS Prevent |
| 33 | 6506 | 090340604 | EMS Prevent |
| 34 | 6506 | 090340605 | EMS Prevent |
| 35 | 6506 | 090340606 | EMS Prevent |
| 36 | 6506 | 131040676 | EMS Prevent |
| 37 | 6506 | 131040677 | EMS Prevent |
| 38 | 6506 | 131040678 | EMS Prevent |
| 39 | 6506 | 140141427 | EMS Prevent |
| 40 | 6506 | 140141428 | EMS Prevent |
| 41 | 6506 | 140640106 | EMS Prevent |
| 42 | 6506 | 140640107 | EMS Prevent |
| 43 | 6506 | 140640108 | EMS Prevent |
| 44 | 6506 | 140640109 | EMS Prevent |
| 45 | 6506 | 140640110 | EMS Prevent |
| 46 | 6506 | 140640111 | EMS Prevent |
| 47 | 6506 | 140640112 | EMS Prevent |
| 48 | 6506 | 140640113 | EMS Prevent |
| 49 | 6506 | 140640114 | EMS Prevent |
| 50 | 6506 | 140640115 | EMS Prevent |
| 51 | 6506 | 140640116 | EMS Prevent |
| 52 | 6506 | 140640117 | EMS Prevent |
| 53 | 6506 | 140640118 | EMS Prevent |
| 54 | 6506 | 140640141 | EMS Prevent |
| 55 | 6506 | 150139228 | EMS Prevent |
| 56 | 6506 | 150139229 | EMS Prevent |

| | | | |
|---|---|---|---|
| 57 | 6506 | 150139230 | EMS Prevent |
| 58 | 6506 | 160140913 | EMS Prevent |
| 59 | 6506 | 160140914 | EMS Prevent |
| 60 | 6506 | 160140915 | EMS Prevent |
| 61 | 6506 | 161040718 | EMS Prevent |
| 62 | 6506 | 161040719 | EMS Prevent |
| 63 | 6506 | 161040720 | EMS Prevent |
| 64 | 6506 | 161040721 | EMS Prevent |
| 65 | 6506 | 161040722 | EMS Prevent |
| 66 | 6506 | 161040723 | EMS Prevent |
| 67 | 6506 | 161040724 | EMS Prevent |

## SERVICE AGREEMENT – Escambia County Public Safety (August 2019)

This document sets forth the entire Product Service Plan Agreement ("Agreement") between Stryker Medical, (a division of Stryker Corporation), herein and after referred to as "Stryker", and **Escambia County Public Safety** hereinafter referred to as the "Customer". This is the entire Agreement and no other oral modifications are valid. This Agreement shall remain in effect unless canceled or modified by either party according to the following terms andconditions.

**1. SERVICE COVERAGE AND TERM**

Stryker shall provide to Customer the services (the "Services") as defined on Page 1 of this Stryker ProCare Proposal as the equipment ProCare Service Plan (hereinafter each, a "Service Plan"). The equipment covered under said Service Plan is set forth on Exhibit A to the Proposal (the "Equipment"). The Services and Service Plan are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for the Equipment. Customer covenants and agrees that its personnel will follow the instructions and contents of those manuals, labels and inserts. When Equipment or a component is replaced, the item provided in replacementwill be the Customer's property (if Customer owns the Equipment) and the replaced item will be Stryker's property. The Service Plan coverage, term, start date, and price of the Services appear on Page 1 of this ProCare Proposal.

**2. EQUIPMENT SCHEDULE CHANGES**

During the term of the Agreement and upon each party's written consent, additional Equipment may be included in the Exhibit A. All additions are subject to the terms and conditions contained herein. Stryker shall adjust the charges and modify Exhibit A to reflect the additions.

**3. INSPECTION SCHEDULING**

Service inspections will be scheduled in advance at a mutually agreed upon time for such period of time as is reasonably necessary to complete the Services. Equipment not made available at the specified time will be serviced at the next scheduled service inspection unless specific arrangements are made with Stryker. Such arrangements will include travel and other special charges at Stryker's then current rates.

**4. INSPECTION ACTIVITY**

On each scheduled service inspection, Stryker's Service Representative will inspect each available item of Equipment as required in accordance with Stryker's then current Maintenance procedures for said Equipment. If there is any discrepancy or questions on the number of inspections, price, or Equipment, Stryker may amend this Agreement.

**5. CUSTOMER OBLIGATIONS**

Customer shall use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer's personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker employees to engage in such activities shall not be a breach of this Agreement. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under this Agreement and represents that it will obtain all necessary consents from patients.

**6. SERVICE INVOICING**

Invoices will be sent on the agreed payment method. All prices are exclusive of state and local use, sales or similar taxes. In states assessing upfront sales and use tax, Customer's payments will be adjusted to include all applicable sales and use tax amortized over the Service Plan term using a rate that preserves for Stryker, its affiliates and /or assigns, the intended economic yield for the transaction described in this Agreement. Failure to comply with the payment terms will constitute breach of contract and future Service will only be made on a prepaid or COD basis, or until the previous obligation is satisfied, or both. Stryker reserves the right, with no liability to Stryker, to cancel any contract on the basis of payment default for any previous equipment or service provided by Stryker or any of itsaffiliates. 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 Sec. 218.70, et seq, Florida Statutes, as amended.

**7. PRICE CHANGES**

The Service prices specified herein are those in effect as of the date of acceptance of this Agreement and will continue in effect throughout the term of the Service Plan.

**8. INITIAL INSPECTION**

This Agreement shall be applicable only to such Equipment as listed in Exhibit A, which has been determined by a Stryker's Representative to be in good operating condition upon his/her initial inspection thereof.

**9. OPERATION MAINTENANCE**

Stryker's Services are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructionsprovided by Stryker, it's Equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer's appropriate user personnel should be entirely familiar with the instructions and contents of those manuals, labels and inserts and implement them accordingly.

**10. SERVICE PLAN WARRANTY AND LIMITATIONS**

Stryker represents and warrants that the Services shall be performed in a workmanlike manner and with professional diligence and skill. Services will comply with all applicable laws and regulations. During the term of the Service Plan, Stryker will maintain the Equipment in good working condition. Notwithstanding any other provision of this Agreement, the Service Plan does not include repairs or other services made necessary by or related to, thefollowing: (1) abnormal wear or damage caused by misuse or by failure to perform normal and routine maintenance as set out in the Stryker maintenancemanual or operating instructions. (2) accidents (3) catastrophe (4) acts of god (5) any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration by non-Stryker authorized personnel (6) Equipment on which any original serial numbers or other identification marks have been removed or destroyed; or (7) Equipment that has been repaired with any unauthorized or non-Stryker components. In addition, in order to ensure safe operation of the Equipment, only Stryker accessories should be used. Stryker reserves the right to invalidate the Service Plan if Equipment is used with accessories not manufactured by

Stryker. TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

**11. WAIVER EXCLUSIONS**

No failure to exercise and no delay by Stryker in exercising any right, power or privilege hereunder shall operate as a waiver thereof. No waiver of any breach of any provision by Stryker shall be deemed to be a waiver by Stryker of any preceding or succeeding breach of the same or any other provision. No extension of time by Stryker for performance of any obligations or other acts hereunder or under any other Agreement shall be deemed to be an extension of time for performances of any other obligations or any other acts by Stryker.

**12. LIMITATION OF LIABILITY**

EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER'S INDEMNITY OBLIGATIONS UNDER SECTION 13, STRYKER'S LIABILITY ARISING UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY,MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.

**13. INDEMNIFICATION**

Stryker shall indemnify and hold harmless Customer from any loss or damage brought by a third party which Customer may suffer directly as a result of the gross negligence or willful misconduct of Stryker or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising from: (i) an injury or damage due to the negligence of any person other than Stryker's employee or agent; (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker or any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent; or (iv) any actions taken or omissions made by any Stryker employee while under the direction or control of Customer's staff. To the extent permitted by law and subject to the limitations set forth in Section 768.28, Florida Statutes, Customer agrees to hold Stryker harmless from any claims or losses or injuries arising from (i)-(iv) above resulting fromCustomer's or its employees' or agents' actions.

**14. TERM AND TERMINATION**

The Agreement shall commence on the date indicated on the first Service Plan entered into between the parties and shall continue until Stryker ceases to provide Services or the Agreement is canceled by either party by giving a ninety (90) days prior written notice of any such cancellation to the other party. If this Agreement is canceled during or before the expiration date of the Agreement, Customer will owe for the months covered up to the cancellation date ofthe Agreement and for any parts, labor, and travel charges, required to maintain Equipment, exceeding that already paid during the Agreement. In the event Customer has pre-paid for the services hereunder, any unused amount as of the date of cancellation shall be returned to the Customer on a pro-rata basis.

**15. FORCE MAJEURE**

Except for Customer's payment obligations, which may only be delayed and not excused entirely, neither party to this Agreement will be liable for any delay or failure of performance that is the result of any happening or event that could not reasonably have been avoided or that is otherwise beyond its control, provided that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay. Such happenings or events will include, but not be limited to, terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, action of the elements, acts of God, inability to obtain or shortage of material, equipment or transportation, governmental orders, restrictions, priorities or rationing, accidents and strikes, lockouts or other labor trouble or shortage.

**16. INSURANCE REQUIREMENTS**

Stryker shall maintain the following insurance coverage during the term of the Agreement: (i) commercial general liability coverage, including coverage for products and completed operations liability, with minimum limits of $1,000,000.00 per occurrence and $2,000,000.00 annual aggregate applying to bodily injury, personal injury, and property damage; (ii) automobile liability insurance with combined single limits of $1,000,000.00 for owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance as required by applicable law. At Customer's written request, certificates of insurance shall beprovided by Stryker prior to commencement of the Services at any premises owned or operated by Customer. To the extent permitted by applicable laws and regulations, Stryker shall be permitted to meet the above requirements through a program of self-insurance.

**17. WARRANTY OF NON-EXCLUSION**

Each party represents and warrants that as of the Effective Date, neither it nor any of its employees, are or have been excluded terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non- procurement programs. Each party further represents that no final adverse action by the federal or state government has occurred or is pending or threatened against the party, its affiliates, or, to its knowledge, against any employee, Stryker, or agent engaged to provide Services under this Agreement. Each party also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, such will promptly notify the other party. Each party retains the right to terminate or modify this Agreement in the event of the other party's exclusion from a federal or state health care program.

**18. COMPLIANCE**

Stryker, as supplier, hereby informs Customer, as buyer, of Customer's obligation to make all reports and disclosures required by law or contract, including without limitation properly reporting and appropriately reflecting actual prices paid for each item supplied hereunder net of any discount (including rebates and credits, if any) applicable to such item on Customer's Medicare cost reports, and as otherwise required under the Federal Medicare and Medicaid Anti-Kickback Statute and the regulations thereunder (42 CFR Part 1001.952(h)). Pricing under this Agreement (and each Service Plan) may constitute discounts on the purchase of Services. Customer represents that (i) it shall make all required cost reports, and (ii) it has the corporate power and authority to make or cause such cost reports to be made. To the extent required by law, Customer and Stryker agree to comply with the OmnibusReconciliation Act of 1980 (P.L. 96Z499) and it's implementing regulations (42 CFR, Part 420). To the extent applicable to the activities of Stryker hereunder, Stryker further specifically agrees that until the expiration of four (4) years after furnishing Services pursuant to this Agreement, Stryker shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Stryker that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Stryker further agrees that if Stryker carries out any of the duties of this Agreement through a subcontract with a value or cost of ten

thousand dollars ($10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

**19. CONFIDENTIALITY**

To the extent permitted by law and subject to the requirements of Chapter 119, Florida Statutes, the parties hereto shall hold in confidence anyinformation and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, ; and hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a party hereunder shall not limit or preclude any other available equitable or legal remedies.

**20. PUBLIC RECORDS**

Public Records. Notwithstanding anything herein to the contrary, the parties acknowledge that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The parties shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The parties shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, the parties agree to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event Stryker/Supplier fails to abide by the provisions of Chapter 119, Florida Statutes, the County/Customer may, without prejudice to any other right or remedy and after giving seven (7) days written notice, during which period Stryker still fails to allow access to such documents, terminate the contract.

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'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

**21. HIPAA**

Stryker is not a “business associate” of Customer, as the term “business associate” is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160-164, as amended). To the extent the parties mutually agree that Stryker becomes a business associate of Customer, the parties agree to negotiate to amend the Service Plan or this Agreement as necessary to comply with HIPAA, and if an agreement cannot be reached the applicable Service Plan will immediately terminate. All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived incidentally during the course of this Agreement, shall be treated by both parties as confidential, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. Notwithstanding the foregoing, Stryker may be considered a “business associate” of Customers related to any Service Plan for wireless products and/or other designated business associate services. If Stryker is considered a “business associate” of Customer, Stryker will agree to enter into a business associate agreement with Customer as required by HIPAA.

**22. MISCELLANEOUS**

Neither party may assign or transfer their rights and/or benefits under this Agreement without the prior written consent of the other party, except that Stryker shall have the right to assign this Agreement or any rights under or interests in this Agreement to any parent, subsidiary or affiliate of Stryker. All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by permitted successors and assigns of the parties to this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida. The invalidity, in whole or in part, of any of the foregoing paragraphs, where determined to be illegal, invalid, or unenforceable by a court or authority of competent jurisdiction, will not affect or impair the enforceability of the remainder of the Agreement. This Agreement constitutes the entire agreement between the parties concerningthe subject matter of this Agreement and supersedes all prior negotiations and agreements between the parties concerning the subject matter of this Agreement. In the event of an inconsistency or conflict between this Agreement and any purchase order, invoice, or similar document, this Agreement will control. Any inconsistency or conflict between the terms of this Agreement and a Service Plan shall be resolved in factor of the Service Plan. The sections entitled Limitation of Liability, Indemnification, Compliance, Confidentiality and Miscellaneous of this Agreement shall survive its termination or expiration.

**23. MAINTENANCE INSPECTION**

This service contract may include products which are beyond their warranty period and tested expected service life. Any such product will be inspected to determine if the product meets the operations and maintenance manual guidelines for that particular product as of the date of inspection. Despite any such inspection, Stryker makes no claims or assurances as to future performance, including no express or implied warranty, for any product which was inspected outside of its warranty period or beyond its tested expected service life.

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16883** **County Administrator's Report 14. 13.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 10/03/2019
**Issue:** Purchase Orders in Excess of $50,000 for the Public Safety Department
**From:** JOHN DOSH, Interim Director
**Organization:** Public Safety
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning Fiscal Year 2019/2020 Purchase Orders, in Excess of $50,000, for the Public Safety Department - John Dosh, Interim Public Safety Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of $50,000, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Public Safety Department, for Fiscal Year 2019/2020:

| | Vendor | Amount | Contract Number |
|---|---|---|---|
| A. | Uniti Fiber, LLC<br>Vendor Number: 193781<br>911 Network<br>Fund: 145 (E-911)<br>Cost Center: 330404 | $52,000 | PD 18-19.044 (expires 8/2024) |
| B. | City of Pensacola<br>Vendor Number: 406544<br>Support of 9-1-1<br>Telecommunications<br>Fund: 145 (E911 Operations)<br>Cost Center: 330404 | $246,000 | Agreement with Automatic Renewal, as amended. Approved by BCC 01/23/1996 |
| C. | Henry Schein, Inc.<br>Vendor Number: 131760<br>Medical Supplies/Pharmaceutical<br>Fund: 408 (EMS)<br>Cost Center: 330302 | $215,000 | Florida Contract: 42000000-18-ACS (expires 6/25/20)<br>MMCAP- Contract MMS18016 |

| | | | |
|---|---|---|---|
| D. | Cardinal Health<br>Vendor: 030976<br>Pharmaceutical /Medical Supplies<br>Fund: 408(EMS)<br>Cost Center: 330302 | $90,000 | Florida Contract: 268-000-04-1<br>MMCAP- Contract (effective period current through - no expiration date listed) |
| E. | Howell Truck & Giant Tire Service<br>Vendor Number: 410406<br>Fire Apparatus Tire Repair<br>Fund: 143 (Fire Protection)<br>Cost Center: 330206 | $80,000 | Florida Sheriff's Association Cooperative Purchasing Program<br>FSA19-TRS21.0 (expires 02/28/2022) |
| F. | Howell Truck & Giant Tire Service<br>Vendor Number: 410406<br>Fire Apparatus Tire Repair<br>Fund: 408 (EMS)<br>Cost Center: 330302 | $60,000 | Florida Sheriff's Association Cooperative Purchasing Program<br>FSA19-TRS21.0 (expires 02/28/2022) |
| G. | Cellco/Verizon Wireless<br>Vendor: 220218<br>Cell Service<br>Fund: 001 (General) 408 (EMS)<br>Cost Centers:<br>330402,330403,330801,330302 | $75,000 | GS-35F-0119P (expires 12/2/2023) |
| H. | Cellco/Verizon Wireless<br>Vendor: 220218<br>Cell Service<br>Fund: 143 (Fire Protection)<br>Cost Center: 330206 | $50,268 | GS-35F-0119P (expires 12/2/2023) |
| I. | Galls, Inc.<br>Vendor: 070290<br>Uniforms<br>Fund: 001 (General) 408 (EMS<br>Cost Centers: 330402, 330403,<br>330302 | $135,000 | PD 16-17.093 (expires 12/2020) |
| J. | Galls, Inc.<br>Vendor: 070290<br>Uniforms<br>Fund: 143 (Fire)<br>Cost Center: 330206 | $80,000 | PD 16-17.093 (expires 12/2020) |
| K. | Ward International Trucks, LLC<br>Vendor Number: 230580<br>Ambulance Repair<br>Fund: 408 (EMS)<br>Cost Center: 330302 | $550,000 | Original Equipment Approved Vendor Blanket Purchase Order |
| L. | Ward International Trucks, LLC<br>Vendor Number: 230580<br>Apparatus Repair<br>Fund: 143 (Fire Services)<br>Cost Center: 330206 | $50,000 | Original Equipment Approved Vendor Blanket Purchase Order |

| | | | |
|---|---|---|---|
| M. | G & S Holdings, LLC<br>Vendor Number: 050992<br>Apparatus Repair<br>Fund: 143 (Fire Services)<br>Cost Center: 330206 | $125,000 | Blanket Purchase Order<br>Preferred Vendor |
| N. | Teleflex<br>Vendor Number: 425904<br>Medical Supplies<br>Fund: 408 (EMS)<br>Cost Center: 330302 | $100,000 | Blanket Purchase Order<br>Preferred Vendor |
| O. | Infor Public Sector, Inc.<br>Vendor Number: 090615<br>Fund: 001 (General) 145 (Fire) 408 (EMS)<br>Cost Centers: 330403, 330206, 330302 | $61,754 | Original Equipment Manufacturer Maintenance Renewal |
| P. | McKesson Medical-Surgical, Inc.<br>Vendor Number: 423474<br>Medical Supplies<br>Fund: 408 EMS<br>Cost Center: 330302 | $90,000 | Florida Contract: 42000000-18-ACS (expires 2/23/20)<br>MMCAP- Contract MMS18000<br>Blanket Purchase Order |
| Q. | Knowles On Site Repair, Inc.<br>Vendor Number: 423016<br>Apparatus Repair<br>Fund: 145 (Fire)<br>Cost Center: 330206 | $100,000 | Blanket Purchase Order<br>Preferred Vendor |
| R. | Sunbelt Fire, Inc.<br>Vendor Number: 195886<br>Fund: 145 (Fire)<br>Cost Center: 330206 | $250,000 | PD 18-19.003 (expires 6/2020)<br>Blanket Purchase Order |
| S. | Ten-8 Fire Equipment Inc<br>Vendor Number: 200935<br>Fund: 145 (Fire)<br>Cost Center: 330206 | $90,000 | PD 18-19.003 (expires 6/2020)<br>Blanket Purchase Order |
| T. | AT&T<br>Vendor Number: 010542<br>911 Communications<br>Fund:145 (E-911)<br>Cost Center: 330404 | $192,000 | Annual Support Service for Original Equipment |

**BACKGROUND:**

Issuance of these Purchase Orders during the first week of October 2019 is necessary to ensure continuity of mission critical services provided by the Board of County Commissioners to the citizens of Escambia County through the Public Safety Department. Allocations for these expenditures are included in the proposed budget for Fiscal Year 2019/2020 for consideration by the Board at its public hearings to be held in September. Issuance of the purchase orders is

dependent upon adoption of the proposed Fiscal Year 2019/2020 budget at the second public hearing scheduled for September 23, 2019.

**BUDGETARY IMPACT:**

Funding: Fund 001, General Fund, Cost Centers 330801- Water Safety, 330402- Emergency Management and 330403- Communications; Fund 145- E-9-1-1, 330404; Fund 408- Emergency Medical Services, Cost Center 330302; Fund 143, Fire Protection Fund, Cost Center 330206 – Fire Rescue.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Department will issue purchase requisitions as soon as possible on or after October 3, 2019, in accordance with the adopted Fiscal Year 2019/2020 budget.

---

**Attachments**

*No file(s) attached.*

---

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16865** **County Administrator's Report 14. 14.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 10/03/2019
**Issue:** Florida Department of Health, Bureau Department of Health, Bureau of Emergency Medical Services, EMS County Grant Application
**From:** JOHN DOSH, Interim Director
**Organization:** Public Safety
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning the Emergency Medical Services County Grant Application - John Dosh, Interim Public Safety Department Director

That the Board take the following action concerning the Florida Department of Health, Bureau of Emergency Medical Oversight, Emergency Medical Services (EMS) County Grant Application for the Fiscal Year 2019/2020, in the amount of $33,504:

A. Adopt and authorize the Chairman to sign the Resolution certifying that the monies received from the State of Florida EMS Trust Fund, as the Escambia County Emergency Medical Services Award, shall be used to improve and expand the County's pre-hospital EMS system and shall not be used to supplant existing EMS budget allocations in any manner; and

B. Approve and authorize the Chairman to sign the EMS Grant Application and Request for Grant Fund Distribution.

[Funding: Fund 110, Other Grants and Projects, Revenue Account 334221, Cost Center 330318]

## BACKGROUND:

The Department of Health, Bureau of Emergency Medical Services (DOHEMS) is authorized by Chapter 401, Part II, Florida Statutes, to dispense Grant funds. In August, the DOHEMS announced that the completed Application for the annual Grant must be received by 3:00 p.m., EDST, on February 10, 2020. The award sum of $33,504 is forty-five percent of the funds Escambia County deposited into the state EMS Trust Fund for traffic fines surcharges as specified in Section

401.113(1), F.S., for the period July 1, 2018, through June 30, 2019.

The funds are made available to improve and expand pre-hospital EMS systems in the County and the following, requested for purchase by the Grant Application, meet these requirements: EMS Pediatric treatment system.

**BUDGETARY IMPACT:**

The Florida Department of Health, Bureau of Emergency Medicals Services, EMS County Grant award will have a positive financial impact for Escambia County Emergency Medical Services. This award will increase funds available to EMS for the express purpose of improving pre-hospital patient care in Escambia County.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Senior Assistant County Attorney, Kristin Hual, has approved the documents as to form and legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This Recommendation is in compliance with the Board's Grant Application policy.

**IMPLEMENTATION/COORDINATION:**

James Maddrey, Interim EMS Operations Manager, will oversee implementation of this Grant.

---

**Attachments**

Resolution
Grant Application

---

**RESOLUTION R2019-____**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT EMS PROGRAM FUNDS; CERTIFYING THAT FUNDS RECEIVED FOR USE IN FISCAL YEAR 2019/2020 FROM THE STATE OF FLORIDA EMS TRUST FUND SHALL BE USED SOLELY TO IMPROVE AND EXPAND THE COUNTY'S PREHOSPITAL EMS SYSTEM; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** pursuant to §§401.101 et seq., Florida Statutes, the Florida Legislature established the Emergency Medical Services (EMS) Grant Program to improve and expand prehospital emergency medical services in the state; and

**WHEREAS,** Escambia County has been the recipient of these critical funds received from motor vehicle fines earmarked for the EMS Trust Fund; and

**WHEREAS,** the County is eligible for EMS Grant Program funding from the EMS Trust Fund to improve and expand prehospital emergency medical services in Escambia County.

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

**Section 1.** That the above whereas clauses are true and incorporated by reference herein.

**Section 2.** That the Board of County Commissioners hereby approves the submission of a County Grant Application to the Florida Department of Health for EMS Grant Program funding from the State of Florida EMS Trust Fund.

**Section 3.** That the Board of County Commissioners hereby certifies that the monies received from the State of Florida EMS Trust Fund for use in FY2019/2020 shall be used solely to improve and expand the County's prehospital emergency medical services and shall not be used to supplant existing EMS budget allocations in any manner.

**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

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Lumon J. May, Chairman

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 09-13-2019

# EMS COUNTY GRANT APPLICATION

**FLORIDA DEPARTMENT OF HEALTH**
***Emergency Medical Services Program***
***Complete all items***

**ID. Code (The State EMS Program will assign the ID Code – leave this blank) C80**

**1. County Name: Escambia County**
Business Address: **221 Palafox Place, Suite 400**
**Pensacola, FL 32502**

Telephone: **850-471-6400**
Federal Tax ID Number (Nine Digit Number): VF **59-60000598**

**2. Certification:** (The applicant signatory who has authority to sign contracts, grants, and other legal documents for the county) I certify that all information and data in this EMS county grant application and its attachments are true and correct. My signature acknowledges and assures that the county shall comply fully with the conditions outlined in the Florida EMS County Grant Application.

**Signature:** **Date:**

Printed Name: **Lumon J. May, Chairman**
Position Title: **Chairman, Escambia County Board of County Commissioners**

Attest: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

[SEAL]

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 09-13-2019

**3. Contact Person:** (The individual with direct knowledge of the project on a day-to-day basis and has responsibility for the implementation of the grant activities. This person is authorized to sign project reports and may request project changes. The signer and the contact person may be the same.)

Name: **James Maddrey**
Position Title: **Interim EMS Manager**
Address: **6575 North W Street**
**Pensacola, FL 32505**

Telephone: **850-471-6400** | Fax Number:
E-mail Address: **jrmaddrey@myescambia.com**

**4. Resolution:** Attach a resolution from the Board of County Commissioners certifying the grant funds will improve and expand the county pre-hospital EMS system and will not be used to supplant current levels of county expenditures. We cannot process for funds without this resolution.

**5. Organization List:** Complete a budget page(s) for each organization, which at your option you will provide funds. List the organization(s) below. (Use additional pages if necessary)

**BUDGET PAGE**

**A. Salaries and Benefits:**

| For each position title, provide the amount of salary per hour, FICA per hour, other fringe benefits, and the total number of hours. | **Amount** |
|---|---|
| | |
| | |
| | |
| | |
| | |
| TOTAL Salaries = | $ 0.00 |
| TOTAL FICA & Other Benefits = | |
| **Total Salaries & Benefits =** | **$ 0.00** |

**B. Expenses:** These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature excluding expenditures classified as operating capital outlay (see next category).

| **List the item and, if applicable, the quantity** | **Amount** |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| **Total Expenses =** | **$ 0.00** |
| | |

**C. Vehicles, equipment, and other** operating capital outlay means equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature with a normal expected life of one (1) year or more.

| **List the item and, if applicable, the quantity** | **Amount** |
|---|---|
| **Lucas 3, v3.1 Chest Compression System (includes hard shell Case, slim back plate, two patient straps, 1 stabilization strap, 2 suction cups, 1 rechargeable battery and instructions for use) x2** | **26,551.60** |
| Lucas 3 Battery – dark grey – recharbeable LiPo x2 | **1,238.20** |
| **Lucas Desk-top Battery Charger x2** | **2,025.40** |
| **Lifepak CR-T AED Training System x4** | **2,099.80** |
| **Brayden CPR Training Manikin with white indicator lights x3** | **1,470.00** |
| **Practi-Valve CPR Training Valve x10** | **119.00** |
| | |
| **Total Vehicles & Equipment =** | **$ 33,504.00** |
| | |
| **Grand Total =** | **$33,504.00** |
| **$** | |

*FLORIDA DEPARTMENT OF HEALTH*
*EMERGENCY MEDICAL SERVICES (EMS) GRANT UNIT*

# REQUEST FOR GRANT FUND DISTRIBUTION

In accordance with the provisions of section 401.113(2) (a), *Florida Statutes*, the undersigned hereby requests an EMS grant fund distribution for the improvement and expansion of pre-hospital EMS.

**DOH Remit Payment To:**
The agency name, address, and federal ID number **must** be in the state MyFloridaMarketPlace (MFMP) system. Ask a finance person in your organization who does business with the state to provide these.

Name of Agency: **Escambia County Board of County Commissioners**

Mailing Address: **221 Palafox Place, STE 400**

**Pensacola, FL 32502**

Federal 9-digit Identification number: **VF 59-60000598** 3-digit seq. code

Authorized County Official: _____ _____
**Signature** **Date**

**Lumon J. May, Chairman, Escambia County BCC**
Type or Print Name and Title

*Sign and return this page with your application to:*

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: _____
DEPUTY CLERK

*Florida Department of Health*
*Emergency Medical Services Unit, Grants*
*4052 Bald Cypress Way, Bin A-22*
*Tallahassee, Florida 32399-1722*

Approved as to form and legal sufficiency.
By/Title: Kristin D. Hual, SACA
Date: 09-13-2019

**Do not write below this line. For use by State Emergency Medical Services Section**

Grant Amount for State to Pay: $_____ Grant ID: Code: C80_____

Approved By: _____ _____
Signature of State EMS Unit Supervisor Date

Approved By: _____ _____
Signature of Contract Manager Date

State Fiscal Year: 2019 - 2020

| Organization Code | E.O. | OCA | Object Code | Category |
|---|---|---|---|---|
| 64-61-70-30-000 | 05 | SF005 | 751000 | 059998 |

Federal Tax ID: VF _ _ _ _ _ _ _ _ _ Seq. Code: _ _ _

Grant Beginning Date: _____ Grant Ending Date: _____

## Instructions: County Government Application Form 2019-2020

The amount of your new grant is in the "Total" column of the county amount table at the state EMS website link.

The first application form page has five numbered items. The first three are self-explanatory.

However, note that Item 2 on the first application page is where the county's authorized person must provide his/her signature and date.

Item 4 describes the content of the "resolution." Please provide this in your county's customary format and approval process. The resolution must be current; or if a previous resolution has continuing authority, include a message from a lead county official stating that the resolution is still in-effect, with a copy of it.

Item 5 of the first page of the application form asks for the name of the organization(s) to which you decide to allocate funds from your new county grant. The second page of the application form is the budget page, and one of these budget pages is needed for each organization listed in item 5,

The budget page for each organization must have on it specific and quantifiable items or services, with the cost for each unit or type of item or service.

All costs combined must total to the exact amount of new funds for your grant. You can request budget changes after the new grant begins.

Your budget totals in the application should be added for you if you place your cursor over a subtotal or total field, right click your mouse, then left click "Update Field."

You should copy this form on your computer to use it. If you place the application in restricted editing mode, you can use your keyboard Tab key to go from field to field.

## Request for Grant Fund Distribution Form

**Request for Grant Fund Distribution Form:** this is the last page herein and you must complete the top part of the form. State EMS will complete the bottom part, as indicated on the form. The address on this form must be an address in the state MyFloridaMarketplace (MFMP) system. A mailing address you place on this form is not usable by state finance if it is not in the MFMP system.

Ask a staff member of your organization who does cash transactions with the state for the organization name to use on the Distribution Form, the address, and its corresponding 9-digit federal tax ID plus its 3-digit sequence code. Otherwise, no funds can be sent to you until this situation is resolved.

If needed, you can contact MFMP customer service at 1-866-352-3776 Monday to Friday, 8 a.m. to 6 p.m., or by email at: MyFloridaMarketPlace@dms.myflorida.com.

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16893** **County Administrator's Report 14. 15.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 10/03/2019
**Issue:** 2018-2020 State Department of Homeland Security Grant Program, Federally-Funded Subaward and Grant Agreement
**From:** JOHN DOSH, Interim Director
**Organization:** Public Safety
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning the 2018-2020 State Department of Homeland Security Grant Program, Sub-recipient Grant Award - John Dosh, Interim Public Safety Department Director

That the Board take the following action concerning the 2018-2020 State Department of Homeland Security Grant Program, Federally-Funded Subaward and Grant Agreement between the State of Florida, Division of Emergency Management, and Escambia County, in the amount of $136,513, through Grant Number EMW-2018-SS-00064-S01, for the Hazardous Materials Team, for the period ending 08/31/2020:

A. Approve the State of Florida, Division of Emergency Management Grant Agreement, between the State of Florida, Division of Emergency Management and Escambia County; and

B. Authorize the Chairman to sign the Agreement and all related documents as required to implement this Grant.

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

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

[Funding: Fund 110, Other Grants and Projects, Cost Center 330232, Revenue Code 331272]

## BACKGROUND:

The State of Florida Division of Emergency Management distributes grants for the sustainment of the State's Hazardous Materials Teams. The State issues these funds to counties as sub-receipients to be used for training and sustainment of those teams. Escambia County Fire Rescue has a Hazardous Materials Response Team. The grant fund will be used to support the sustainment of the teams' equipment.

## BUDGETARY IMPACT:

This cost-reimbursement Agreement will provide a grant totaling $136,513 to be expended for Hazmat equipment sustainment with no match requirement. Funds for this Grant will be identified in Fund 110, Other Grants and Projects, Cost Center 330232.

## LEGAL CONSIDERATIONS/SIGN-OFF:

This Agreement has been reviewed by Senior Assistant County Attorney Kristin Hual and approved as to form and legal sufficiency.

## PERSONNEL:

N/A

## POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioner's policies require Board approval for Grant Contracts.

## IMPLEMENTATION/COORDINATION:

Upon final approval by the Board and the State, Escambia County Fire Rescue will coordinate with Purchasing to establish Purchase Orders.

---

**Attachments**

Subaward Grant Agreement

---

**Contract Number:** 19-DS- -01-27-01-

**FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT**

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

| | |
|---|---|
| Sub-Recipient's name: | Escambia County |
| Sub-Recipient's unique entity identifier: | 075079673 |
| Federal Award Identification Number (FAIN): | EMW-2018-SS-00064-S01 |
| Federal Award Date: | September 1, 2018 |
| Subaward Period of Performance Start and End Date: | Date of Execution – 8/31/2020 |
| Amount of Federal Funds Obligated by this Agreement: | $136,513.00 |
| Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement: | $ |
| Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity: | $136,513.00 |
| Federal award project description (see FFATA): | See Article 1, Agreement Articles EMW-2018-SS-00064-S01 |
| Name of Federal awarding agency: | Department of Homeland Security |
| Name of pass-through entity: | Fl. Division of Emergency Mgmt. |
| Contact information for the pass-through entity: | 2555 Shumard Oak Boulevard<br>Tallahassee, Florida 32399 |
| Catalog of Federal Domestic Assistance (CFDA) Number and Name: | 97.067 |
| Whether the award is R&D: | No (N/A) |
| Indirect cost rate for the Federal award: | 28.33% |

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Escambia County** (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a Scope of Work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the Scope of Work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment D. Any express

reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Teresa A. Warner
Fl. Division of Emergency Management
2555 Shumard Oak Boulevard, Suite 330C
Tallahassee, Florida 2399
Telephone: (850) 815-4351
Email: Teresa.warner@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Norman Robinson
6575 North W. St
Pensacola, FL 32505
Telephone: 850-475-5557
Fax:_____
Email: nwrobins@myescambia.com

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A and B of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end on **August 31, 2020**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A and B of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$136,513.00.**

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A and B, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime

expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) <u>RECORDS</u>

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the

right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a

form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A and B - and all other applicable laws and regulations.

**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: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment A.

(13) MONITORING.

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment B to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the

performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION.

a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-

Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and

provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

i. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

l. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Program Budget
iii. Attachment B – Scope of Work
iv. Attachment C – Deliverables and Performance
v. Attachment D – Program Statutes and Regulations
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Warranties and Representations
viii. Attachment G – Certification Regarding Debarment
ix. Attachment H – Statement of Assurances
x. Attachment I – Mandatory Contract Provisions
xi. Attachment J – Monitoring Guidelines
xii. Attachment K – EHP Guidelines
xiii. Attachment L – Reimbursement Checklist

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider

the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

**EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.**

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION.

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant,

contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as

a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) <u>COPELAND ANTI-KICKBACK ACT</u>

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

> Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises,

does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. “project splitting”).

(33) ASSURANCES.

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUB-RECIPIENT: ESCAMBIA COUNTY**

By:_____

Name and title: Lumon J. May, Chairman

Date:_____

FID# 59-6000598

Include a copy of the designation of authority for the signatory, if applicable.

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

[SEAL]

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 09-17-2019

**STATE OF FLORIDA**
**DIVISION OF EMERGENCY MANAGEMENT**

By:_____

Name and Title: Michael Kennett, Deputy Director

Date:_____

**EXHIBIT – 1**

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: U.S. Department of Homeland Security, Federal Emergency Management

Catalog of Federal Domestic Assistance title and number: 97.067

Award amount: $136,513.00.

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

Federal Program:

1. Sub-Recipient is to use funding to perform eligible activities as identified FY 2018 Department of Homeland Security Notice of Funding Opportunity.

2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement or will not be in compliance with the terms of the Agreement.

3. Sub-Recipient must comply with specific laws, rules, or regulations that pertain to how the awarded resources must be used or how eligibility determinations are to be made.

*NOTE:* 2 C.F.R. Part 200, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Sub-Recipient.

**Attachment A**

**PROPOSED PROGRAM BUDGET**

Below is a general budget which outlines eligible categories and their allocation under this award. The Sub-Recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.

The Equipment category will require Authorized Equipment List (AEL) reference number. The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs. The intended audience of this tool is emergency managers, first responders, and other homeland security professionals. The list consists of 21 equipment categories divided into sub-categories, tertiary categories, and then individual equipment items. The AEL can be found at http://www.fema.gov/authorized-equipment-list.

The ***transfer of funds between the categories*** listed in the "Proposed Program Budget" ***is permitted***. However, the ***transfer of funds between Issues is strictly prohibited***.

| **Grant** | **FY 2018 Homeland Security Grant Program** | |
|---|---|---|
| **Recipient Agency** | **Escambia County** | |
| **Category(s)** | **Issue Number/Project Title** | **Amount Allocated** |
| Planning Expenditures | | |
| | | |
| | | |
| Organizational Expenditures | | |
| | | |
| | | |
| Exercise Expenditures | | |
| | | |
| | | |
| Training Expenditures | | |
| | | |
| | | |
| Equipment Expenditures | **Issue 7 - HAZMAT Sustainment** | **$136,513.00** |
| | | |
| | | |
| | | |
| Management and Administration (up to 5%) | | |
| | | |
| | | |
| **Total Award** | **$136,513.00** | |

**BUDGET DETAIL WORKSHEEET**

The Sub-Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this agreement, contact the Grant Manager listed in this agreement via email or letter.

| Allowable Planning Costs | Quantity | Unit Cost | Total Cost | Issue # |
|---|---|---|---|---|
| Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities | | | | |
| Developing and implementing homeland security support programs and adopting ongoing DHS national initiatives | | | | |
| Developing related terrorism and other catastrophic event prevention activities | | | | |
| Developing and enhancing plans and protocols | | | | |
| Developing or conducting assessments | | | | |
| Hiring of full or part-time staff or contractors/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties) | | | | |
| Materials required to conduct planning activities | | | | |
| Travel/per diem related to planning activities | | | | |
| Overtime and backfill costs (in accordance with operational Cost Guidance) | | | | |
| Issuance of WHTI-compliant Tribal identification cards | | | | |
| Activities to achieve planning inclusive of people with disabilities and others with access and functional needs | | | | |
| Coordination with Citizen Corps Councils for public information/education and development of volunteers | | | | |
| Update governance structures and process and plans for emergency communications | | | | |
| Activities to achieve planning inclusive of people with limited English proficiency | | | | |
| **TOTAL PLANNING EXPENDITURES** | | | **$** | |
| **Allowable Training Costs** | **Quantity** | **Unit Cost** | **Total Cost** | **Issue #** |
| Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes | | | | |
| Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training | | | | |
| Training Workshops and Conferences | | | | |
| Activities to achieve training inclusive of people with disabilities and others with access and functional needs | | | | |
| Full or Part-Time Staff or Contractors/Consultants | | | | |

| | | | | |
|---|---|---|---|---|
| Certification/Recertification of Instructors | | | | |
| Travel | | | | |
| Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment). | | | | |
| Instructor certification/re-certification | | | | |
| Coordination with Citizen Corps Councils in conducting training | | | | |
| Interoperable communications training | | | | |
| Activities to achieve training inclusive of people with limited English proficiency | | | | |
| **TOTAL TRAINING EXPENDITURES** | | | **$** | |
| **Allowable Organizational Activities (HSGP and LETP)** | **Quantity** | **Unit Cost** | **Total Cost** | **Issue #** |
| Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50 percent of the allocation) | | | | |
| Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation) | | | | |
| Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50 percent of the allocation) | | | | |
| **TOTAL ORGANIZATIONAL EXPENDITURES** | | | **$** | |
| **Allowable Exercise Costs** | **Quantity** | **Unit Cost** | **Total Cost** | **Issue #** |
| Design, Develop, Conduct and Evaluate an Exercise | | | | |
| Exercise Planning Workshop - Grant funds may be used to plan and conduct an Exercise Planning Workshop to include costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel and exercise plan development. | | | | |
| Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed. | | | | |
| Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises | | | | |
| Implementation of HSEEP | | | | |
| Activities to achieve exercises inclusive of people with disabilities and others with access and functional needs | | | | |

| | | | | |
|---|---|---|---|---|
| Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s). | | | | |
| Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment). | | | | |
| Interoperable communications exercises | | | | |
| Activities to achieve planning inclusive of people with limited English proficiency | | | | |
| **TOTAL EXERCISE EXPENDITURES** | | | **$** | |
| **Eligible Equipment Acquisition Costs**<br>The table below highlights the allowable equipment categories for this award. A comprehensive listing of these allowable equipment categories, and specific equipment eligible under each category, are listed on the web-based version of the Authorized Equipment List (AEL) at http://www.fema.gov/authorized-equipment-list. | **Quantity** | **Unit Cost** | **Total Cost** | **Issue #** |
| Personal protective equipment | | | | |
| | | | | |
| Explosive device mitigation and remediation equipment | | | | |
| | | | | |
| CBRNE operational search and rescue equipment | | | | |
| | | | | |
| Information technology | | | | |
| | | | | |
| Cybersecurity enhancement equipment | | | | |
| | | | | |
| Interoperable communications equipment | | | | |
| | | | | |
| Detection Equipment | | | | |
| | | | | |
| Decontamination Equipment | | | | |
| | | | | |
| Medical supplies | | | | |
| | | | | |
| Power equipment (generators, batteries, power cells) | | | | |
| | | | | |
| CBRNE Reference Materials | | | | |
| | | | | |
| CBRNE Incident Response Vehicles | | | | |

| | | | | |
|---|---|---|---|---|
| | | | | |
| Terrorism Incident Prevention Equipment | | | | |
| | | | | |
| Physical Security Enhancement Equipment | | | | |
| | | | | |
| Inspection and Screening Systems | | | | |
| | | | | |
| Animal and Plants | | | | |
| | | | | |
| CBRNE Prevention and Response watercraft | | | | |
| | | | | |
| CBRNE Aviation Equipment | | | | |
| | | | | |
| CBRNE Logistical Support Equipment | | | | |
| | | | | |
| Intervention Equipment | | | | |
| | | | | |
| Other authorized equipment costs (include any construction or renovation costs in this category; Written approval must be provided by FEMA prior to the use of any funds for construction or renovation) | | | | |
| | | | | |
| **TOTAL EQUIPMENT EXPENDITURES** | | | **$** | |
| **Eligible Management and Administration Costs** | **Quantity** | **Unit Cost** | **Total Cost** | **Issue #** |
| Hiring of full-time or part-time staff or contractors/consultants: to assist with the management of the respective grant program; application requirements, and compliance with reporting and data collection requirements | | | | |
| Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls | | | | |
| Overtime and backfill costs – Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of FEMA – approved activities. Backfill Costs also called “Overtime as Backfill” are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance | | | | |

| | | | | |
|---|---|---|---|---|
| Contributions Act (FICA), Workers' Compensation and Unemployment Compensation. | | | | |
| Travel expenses | | | | |
| Meeting-related expenses | | | | |
| Authorized office equipment**:** including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy. | | | | |
| The following are allowable only within the agreement period: Recurring fees/charges associated with certain equipment, such as cell phones, faxes. Leasing and/or renting of space for newly hired personnel to administer programs within the grant program. | | | | |
| **TOTAL M&A EXPENDITURES** | | | **$** | |
| **TOTAL EXPENDITURES** | | | **$136,513.00** | |

**ATTACHMENT B**

**SCOPE OF WORK**

Sub-Recipients must comply with all the requirements in 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

Funding is provided to perform eligible activities as identified in the Domestic Homeland Security –Federal Emergency Management Agency National Preparedness Directorate Fiscal Year 2018 Homeland Security Grant Program (HSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

**I.** **Issue 7- HAZMAT Sustainment:** This project supports the sustainment and maintenance of advanced devices to detect and identify CBRNE substances for 17 teams. This is a reoccurring project directly associated with the health and safety of the first responders and the public by quickly detecting and then identifying what may be immediately deadly to life and health. The equipment meets the criteria as set forth for a Type I CBRNE capable Hazardous Materials Response Team.

**II.** **Categories and Eligible Activities**

FY 2018 allowable costs are divided into the following categories for this agreement: **Planning, Organizational, Exercise, Training, Equipment and Management and Administration.** Each category's allowable costs have been listed in the "Budget Detail Worksheet" above.

**A. Allowable Planning Related Costs**

SHSP funds may be used for a range of emergency preparedness and management planning activities and such as those associated with the development of the THIRA, SPR, continuity of operations plans and other planning activities that support the Goal and placing an emphasis on updating and maintaining a current EOP that conforms to the guidelines outlined in *CPG 101 v 2.0*.

- Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities.
- Developing and implementing homeland security support programs and adopting DHS/FEMA national initiatives.
- Developing related terrorism and other catastrophic event prevention activities.
- Developing and enhancing plans and protocols.
- Developing or conducting assessments.
- Hiring of full-or part-time staff or contract/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties).
- Materials required to conduct planning activities.
- Travel/per diem related to planning activities.
- Overtime and backfill costs (in accordance with operational Cost Guidance).
- Issuance of WHTI-compliant Tribal identification card.
- Activities to achieve planning inclusive of people with disabilities.
- Coordination with Citizen Corps Councils for public information/education and development of volunteer programs.
- Update governance structures and processes and plans for emergency communications.
- Activities to achieve planning inclusive of people with limited English proficiency

**B. Allowable Organization Related Costs (SHSP and UASI Only)**

Organizational activities include:

- Program management;
- Development of whole community partnerships, through groups such as Citizen Corps Councils;
- Structures and mechanisms for information sharing between the public and private sector;
- Implementing models, programs, and workforce enhancement initiatives to address ideologically-inspired radicalization to violence in the homeland;
- Tools, resources and activities that facilitate shared situational awareness between the public and private sectors;
- Operational Support;
- Utilization of standardized resource management concepts such as typing, inventorying, organizing, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident;
- Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS), or needs in resulting from a National Special Security Event; and
- Paying salaries and benefits for personnel to serve as qualified intelligence analysts.

States and Urban Areas must justify proposed expenditures of SHSP or UASI funds to support organization activities within their IJ submission. All SAAs are allowed to utilize up to 50 percent (50%) of their SHSP funding and all Urban Areas are allowed up to 50 percent (50%) of their UASI funding for personnel costs. At the request of a Sub-Recipient of a grant, the FEMA Administrator may grant a waiver of the 50 percent (50%) limitation noted above. Request for waivers to the personnel cap must be submitted by the SAA to GPD in writing on official letterhead, with the following information:

- Documentation explaining why the cap should be waived;
- Conditions under which the request is being submitted; and
- A budget and method of calculation of personnel costs both in percentages of the grant award and in total dollar amount. To avoid supplanting issues, the request must also include a three year staffing history for the requesting entity.

Organizational activities under SHSP and UASI include:

- **Intelligence Analysts.** Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement* (PRICE) *of Homeland Security Act* (Public Law 110-412), SHSP and UASI funds may be used to hire new staff and/or contractor positions to serve as intelligence analysts to enable information/intelligence sharing capabilities, as well as support existing intelligence analysts previously covered by SHSP or UASI funding. In order to be hired as an intelligence analyst, staff and/or contractor personnel must meet at least one of the following criteria:
    - Successfully complete training to ensure baseline proficiency in intelligence analysis and production within six months of being hired; and/or,
    - Previously served as an intelligence analyst for a minimum of two years either in a Federal intelligence agency, the military, or State and/or local law enforcement intelligence unit.

As identified in the *Maturation and Enhancement of State and Major Urban Area Fusion Centers* priority, all fusion center analytic personnel must demonstrate qualifications that meet or exceed competencies identified in the *Common Competencies for State, Local, and Tribal Intelligence Analysts*, which outlines the minimum categories of training needed for intelligence analysts. A certificate of completion of such training must be on file with the SAA and must be made available to the grantee's respective Headquarters Program Analyst upon request. In addition to these training requirements, fusion centers should also continue to mature their analytic capabilities by addressing gaps in analytic capability identified during the fusion center's annual assessment.

- **Overtime Costs.** Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and

specifically requested by a federal agency. Allowable costs are limited to overtime associated with federally requested participation in eligible activities, including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams. Grant funding can only be used in proportion to the federal man-hour estimate, and only after funding for these activities from other federal sources (i.e., FBI JTTF payments to state and local agencies) has been exhausted. Under no circumstances should DHS/FEMA grant funding be used to pay for costs already supported by funding from another federal source.

- **Operational Overtime Costs**. In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites. SHSP or UASI funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites in the following authorized categories:
  - Backfill and overtime expenses for staffing State or Major Urban Area fusion centers;
  - Hiring of contracted security for critical infrastructure sites;
  - Participation in Regional Resiliency Assessment Program (RRAP) activities;
  - Public safety overtime;
  - Title 32 or State Active Duty National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package (Note: Consumable costs, such as fuel expenses, are not allowed except as part of the standard National Guard deployment package); and
  - Increased border security activities in coordination with CBP.

SHSP or UASI funds may only be spent for operational overtime costs upon prior approval provided in writing by the FEMA Administrator per the instructions in **IB 379.**

**Law Enforcement Terrorism Prevention (LETP) Activities Allowable Costs (SHSP and UASI)**
LETP Activities eligible for use of LETPA focused funds include but are not limited to:

- Maturation and enhancement of designated state and major Urban Area fusion centers, including Information sharing and analysis, threat recognition, terrorist interdiction, and training/ hiring of intelligence analysts;
- Coordination between fusion centers and other analytical and investigative efforts including, but not limited to Joint Terrorism Task Forces (JTTFs), Field Intelligence Groups (FIGs), High Intensity Drug Trafficking Areas (HIDTAs), Regional Information Sharing Systems (RISS) Centers, criminal intelligence units, and real-time crime analysis centers;
- Implementation and maintenance of the Nationwide SAR Initiative, including training for front line personnel on identifying and reporting suspicious activities; and
- Implementation of the “If You See Something, Say Something” campaign to raise public awareness of indicators of terrorism and terrorism-related crime and associated efforts to increase the sharing of information with public and private sector partners, including nonprofit organizations.

### C. Allowable Exercise Related Costs

Exercises conducted with grant funding should be managed and conducted consistent with HSEEP. HSEEP guidance for exercise design, development, conduct, evaluation, and improvement planning is located at *https://www.fema.gov/exercise.*

- Design, Develop, Conduct, and Evaluate an Exercise
- Exercise Planning Workshop
- Full- or part-time staff or contractors/consultants
- Overtime and backfill costs, including expenses for part-time and volunteer emergency Response personnel participating in DHS/FEMA exercise
- Implementation of HSEEP

- Activities to achieve exercises inclusive of people with disabilities
- Travel
- Supplies associated with allowable approved exercises
- Interoperable communications exercises

**Additional Exercise Information**
Sub-Recipients that decide to use HSGP funds to conduct an exercise(s) are encouraged to complete a progressive exercise series. Exercises conducted by states and Urban Areas may be used to fulfill similar exercise requirements required by other grant programs. Sub-Recipients are encouraged to invite representatives/planners involved with other Federally-mandated or private exercise activities. States and Urban Areas are encouraged to share, at a minimum, the multi-year training and exercise schedule with those departments, agencies, and organizations included in the plan.

- ***Exercise Scenarios*.** The scenarios used in HSGP-funded exercises must be based on the state/Urban Area's THIRA and SPR. The scenarios used in HSGP-funded exercises must focus on validating capabilities, must be large enough in scope and size to exercise multiple activities and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities, individuals with limited English proficiency and others with access and functional needs, and is essential to the development of an effective and comprehensive exercise program. Exercises are designed to be progressive – increasing in scope and complexity and drawing upon results and outcomes from prior exercises and real-world incidents – to challenge participating communities. Consistent with Homeland Security Exercise and Evaluation Program guidance and tools, the National Exercise Program (NEP) serves as the principal exercise mechanism for examining national preparedness and measuring readiness. Exercise scenarios should align with priorities and capabilities identified in the Multi-year TEP.

- ***Special Event Planning.*** If a state or Urban Area will be hosting a special event (e.g., Super Bowl, G-8 Summit), the special event planning should be considered as a training or exercise activity for the purpose of the multi-year TEP. States must include all confirmed or planned special events in the Multi-year TEP. The state or Urban Area may plan to use SHSP or UASI funding to finance training and exercise activities in preparation for those events. States and Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control.

- ***Regional Exercises*.** States should also anticipate participating in at least one Regional Exercise annually. States must include all confirmed or planned special events in the Multi-year TEP.

- ***Role of Non-Governmental Entities in Exercises.*** Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from non-governmental entities should be included in the planning, design, and evaluation of an exercise. State, local, Tribal, and territorial jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community, participation in exercises should be coordinated with the local Citizen Corps Council(s) or their equivalent and other partner agencies.

**FDEM State Training Office conditions for Exercises**: For the purposes of this Agreement, any exercise which is compliant with HSEEP standards and contained in the State of Florida (and County or Regional) MYTEP qualifies as an authorized exercise. The Sub-Recipient can successfully complete an authorized exercise either by attending or conducting that exercise.

- In order to receive payment for successfully attending an authorized exercise, the Sub-Recipient must provide the Division with a certificate of completion or similar correspondence signed by the individual in charge of the exercise; additionally, the Sub-Recipient must provide the Division with all receipts that document the costs incurred by the Sub-Recipient in order to attend the exercise.

- In order the receive payment for successfully conducting an authorized exercise, the Sub-Recipient must provide the Division with an ExPLAN, AAR/IP, IPC/MPC/FPC Meeting Minutes and Sign-in Sheet for exercise attendees; additionally, the Sub-Recipient must provide the Division with all receipts that document the costs incurred by the Sub-Recipient in order to conduct the exercise. *The Sub-Recipient must include with the reimbursement package a separate copy of the page(s) from the Exercise Plan which identifies the participant agencies and a printed page(s) from the State (and County or Regional) MYTEP reflecting the exercise*.

    - If you require food/water for this event, request must come to the Division within 25 days prior to the event, in the following format:

        Exercise Title:
        Location:
        Exercise Date:
        Exercise Schedule:
        Estimated Number of Participants that will be fed:
        Estimated Cost for food/water:
        Description of the Exercise:

**Unauthorized Exercise Costs**

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances).
- Equipment that is purchased for permanent installation and/or use, beyond the scope of the conclusion of the exercise (e.g., electronic messaging signs).

### D. Allowable Training Related Costs (SHSP and UASI)

Allowable training-related costs under HSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSP and UASI programs and/or in conjunction with emergency preparedness training by other Federal agencies (e.g., HHS and DOT). Training conducted using HSGP funds should address a performance gap identified through an AAR/IP or other assessments (e.g., National Emergency Communications Plan NECP Goal Assessments) and contribute to building a capability that will be evaluated through a formal exercise. Any training or training gaps, including those for children, older adults, pregnant women, and individuals with disabilities and others who also have access or functional needs, should be identified in the AAR/IP and addressed in the state or Urban Area training cycle. Sub-Recipients are encouraged to use existing training rather than developing new courses. When developing new courses, Sub-Recipients are encouraged to apply the Analysis, Design, Development, Implementation and Evaluation model of instructional design using the *Course Development Tool*.

- Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes
- Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training
- Training workshops and conferences
- Activities to achieve training inclusive of people with disabilities
- Full- or part-time staff or contractors/consultants
- Travel
- Supplies associated with allowable approved training that are expended or consumed during the course of the planning and conduct of the exercise project(s)
- Instructor certification/re-certification
- Coordination with Citizen Corps Councils in conducting training exercises
- Interoperable communications training

**Additional Training Information**
Per DHS/FEMA Grant Programs Directorate Policy *FP 207-008-064-1*, *Review and Approval Requirements for Training Courses Funded Through Preparedness Grants,* issued on September 9, 2013, states, territories, Tribal entities and urban areas are no longer required to request approval from FEMA for personnel to attend non-DHS FEMA training as long as the training is coordinated with and approved by the state, territory, Tribal or Urban Area Training Point of Contact (TPOC) and falls within the FEMA mission scope and the jurisdiction's Emergency Operations Plan (EOP). The only exception to this policy is for Countering Violent Extremism courses. DHS/FEMA will conduct periodic reviews of all state, territory, and Urban Area training funded by DHS/FEMA. These reviews may include requests for all course materials and physical observation of, or participation in, the funded training. If these reviews determine that courses are outside the scope of this guidance, Sub-Recipients will be asked to repay grant funds expended in support of those efforts.

For further information on developing courses using the instructional design methodology and tools that can facilitate the process, SAAs and TPOCs are encouraged to review the *NTED Responder Training Development Center (RTDC)* website.

***DHS/FEMA Provided Training.*** These trainings include programs or courses developed for and delivered by institutions and organizations funded by DHS/FEMA. This includes the Center for Domestic Preparedness (CDP), the Emergency Management Institute (EMI), and the National Training and Education Division's (NTED) training partner programs including, the Continuing Training Grants, the National Domestic Preparedness Consortium (NDPC) and the Rural Domestic Preparedness Consortium (RDPC).

***Approved State and Federal Sponsored Course Catalogue***. This catalogue lists state and Federal sponsored courses that fall within the DHS/FEMA mission scope, and have been approved through the FEMA course review and approval process. An updated version of this catalog can be accessed at: www.firstrespondertraining.gov.

***Training Not Provided by DHS/FEMA.*** These trainings include courses that are either state sponsored or Federal sponsored (non-DHS/FEMA), coordinated and approved by the SAA or their designated TPOC, and fall within the DHS/FEMA mission scope to prepare state, local, Tribal, and territorial personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events.

- **State Sponsored Courses**. These courses are developed for and/or delivered by institutions or organizations other than Federal entities or FEMA and are sponsored by the SAA or their designated TPOC.
- **Joint Training and Exercises with the Public and Private Sectors**. These courses are sponsored and coordinated by private sector entities to enhance public-private partnerships for training personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events. Overtime pay for first responders and emergency managers who participate in public-private training and exercises is allowable. In addition, States, territories, Tribes, and Urban Areas are encouraged to incorporate the private sector in government-sponsored training and exercises.

Additional information on both DHS/FEMA provided training and other federal and state training can be found at: www.firstrespondertraining.gov.

**Training Information Reporting System ("Web-Forms").** Web-Forms is an electronic form/data management system built to assist the SAA and its designated State, territory and Tribal Training Point of Contact (TPOC). Reporting training activities through Web-Forms is not required under FY 2018 HSGP, however, the system remains available and can be accessed through the FEMA Toolkit located at http://www.firstrespondertraining.gov/admin in order to support grantees in their own tracking of training.

**FDEM State Training Office conditions**: For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Sub-Recipient can successfully complete an authorized course either by attending or conducting that course.

- In order to receive payment for successfully attending an authorized training course, the Sub-Recipient must provide the Division with a certificate of course completion; additionally, the Sub-Recipient must provide the Division with all receipts that document the costs incurred by the Sub-Recipient in order to attend the course.

- In order the receive payment for successfully conducting an authorized course, the Sub-Recipient must provide the Division with the course materials and a roster sign-in sheet; additionally, the Sub-Recipient must provide the Division with all receipts that document the costs incurred by the Sub-Recipient in order to conduct the course."

- For courses that are non-DHS approved training, Sub-Recipient must request approval to conduct training through the use of the Non-TED Form and provide a copy, along with email, showing approval granted for conduct.

- For the conduct of training workshops, Sub-Recipient must provide a copy of the course materials and sign-in sheets.

- The number of participants must be a minimum of 15 in order to justify the cost of holding a course. For questions regarding adequate number of participants please contact the FDEM State Training Officer for course specific guidance. Unless the Sub-Recipient receives advance written approval from the State Training Officer for the number of participants, then the Division will reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.
- The Sub-Recipient must include with the reimbursement package a separate copy of the page(s) from the State (and County or Regional) MYTEP reflecting the training.

**E. Allowable Equipment Related Costs (SHSP and UASI)**

The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories and equipment standards for HSGP are listed on the web-based version of the Authorized Equipment List (AEL) on http://www.fema.gov/authorized-equipment-list. Unless otherwise stated, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Grant funds may be used for the procurement of medical countermeasures. Procurement of medical countermeasures must be conducted in collaboration with State/city/local health departments who administer Federal funds from HHS for this purpose. Procurement must have a sound threat based justification with an aim to reduce the consequences of mass casualty incidents during the first crucial hours of a response. Prior to procuring pharmaceuticals, grantees must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Grantees are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year's period of performance for HSGP. The cost of disposal cannot be carried over to another FEMA grant or grant period.

The equipment, goods, and supplies ("the eligible equipment") purchased with funds provided under this agreement are for the purposes specified in "Florida's Domestic Security Strategy". Equipment purchased with these funds will be utilized in the event of emergencies, including, but not limited to, terrorism-related hazards. The Sub-Recipient shall place the equipment throughout the State of Florida in such a manner that, in the event of an emergency, the equipment can be deployed on the scene of the emergency or be available for use at a fixed location within two (2) hours of a request for said deployment. The Florida Division of Emergency Management (FDEM) must approve any purchases of equipment not itemized in a project's approved budget in advance of the purchase.

The Sub-Recipient will, in accordance with the statewide mutual aid agreement or other emergency response purpose as specified in the "Florida Domestic Security Strategy," ensure that all equipment purchased with these funds is used to respond to any and all incidents within its regional response area as applicable for so

long as this Agreement remains in effect. Prior to requesting a response, the FDEM will take prudent and appropriate action to determine that the level or intensity of the incident is such that the specialized equipment and resources are necessary to mitigate the outcome of the incident.

The Sub-Recipient shall notify the FDEM Office of Domestic Preparedness at: 2555 Shumard Oak Blvd., Tallahassee, Florida 32399 one year in advance of the expiration of the equipment's posted shelf-life or normal life expectancy or when it has been expended. The Sub-Recipient shall notify the FDEM immediately if the equipment is destroyed, lost, or stolen.

**Controlled Equipment (SHSP, UASI, and OPSG)**
Grant funds may be used for the purchase of Controlled Equipment; however, because of the nature of the equipment the potential impact on the community, there are additional and specific requirements in order to acquire this equipment. Refer to IB 407a: Use of Grant Funds for Controlled Equipment.

**F. Management and Administration (M&A)**

Management and administration (M&A) activities are those directly relating to the management and administration of HSGP funds, such as financial management and monitoring. Sub-Recipients awarded M&A costs under this agreement can retain a maximum of up to 5% of their total agreement award amount for M&A costs.

M&A activities includes:

- Hiring of full-time or part-time staff or contractors/consultants:
- To assist with the management of the respective grant program.
- To assist with application requirements.
- To assist with the compliancy with reporting and data collection requirements.

**G. Procurement**

All procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statues; and,
- any local procurement policy.

To the extent that one standard is more stringent than another, the Sub-Recipient must follow the more stringent standard. For example, if a State statute imposes a stricter requirement than a Federal regulation, then the Sub-Recipient must adhere to the requirements of the State statute.

The Division shall pre-approve all scopes of work for projects funded under this agreement. Additionally, the Sub-Recipient shall not execute a piggy-back contract unless the Division has approved the Scope of Work contained in the original contract that forms the basis for the piggy-back contract. Also, in order to receive reimbursement from the Division, the Sub-Recipient must provide the Division with a suspension and debarment form for each vendor that performed work under the agreement. Furthermore, if requested by the Division, the Sub-Recipient shall provide copies of solicitation documents including responses and justification of vendor selection.

**H. Piggy-backing**

The practice of procurement by one agency using the agreement of another agency is called piggybacking. The ability to piggyback onto an existing contract is not unlimited. The existing contract must contain language or other legal authority authorizing third parties to make purchases from the contract with the vendor's consent. The terms and conditions of the new contract, including the Scope of Work, must be substantially the same as those of the existing contract. The piggyback contract may

not exceed the existing contract in scope or volume of goods or services. An agency may not use the preexisting contract merely as a "basis to begin negotiations" for a broader or materially different contract.

**Section 215.971, Florida Statutes**
Statutory changes enacted by the Legislature impose additional requirements on grant and Sub-Recipient agreements funded with Federal or State financial assistance. In pertinent part, Section 215.971(1) states:

- An agency agreement that provides state financial assistance to a Recipient or Sub-Recipient, as those terms are defined in s. 215.97, or that provides federal financial assistance to a Sub-Recipient, as defined by applicable United States Office of Management and Budget circulars, must include all of the following:
- A provision specifying a Scope of Work that clearly establishes the tasks that the Recipient or Sub-Recipient is required to perform.
- A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable must be directly related to the Scope of Work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
- A provision specifying the financial consequences that apply if the Recipient or Sub-Recipient fails to perform the minimum level of service required by the agreement. The provision can be excluded from the agreement only if financial consequences are prohibited by the federal agency awarding the grant. Funds refunded to a state agency from a Recipient or Sub-Recipient for failure to perform as required under the agreement may be expended only in direct support of the program from which the agreement originated.
- A provision specifying that a Recipient or Sub-Recipient of federal or state financial assistance may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
- A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the state agency.
- A provision specifying that any funds paid in excess of the amount to which the Recipient or Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency.
- Any additional information required pursuant to s. 215.97.

## I. Overtime and Backfill

The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development, and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities. Requests for overtime or backfill must be reduced by the number of hours of leave taken in the pay period. For the purposes of this agreement, leave and pay period are defined according to the Fair Labor Standards Act (FLSA).

**Failure to comply**

Failure to comply with any of the provisions outlined above shall result in disallowance of reimbursement for expenditures.

**Unallowable Costs (SHSP, UASI and OPSG)**
Per FEMA policy, the purchase of weapons and weapons accessories is not allowed with HSGP.

**J. Reporting Requirements**

**1. Quarterly Programmatic Reporting:**
The Quarterly Programmatic Report is due within thirty (30) days after the end of the reporting periods (March 31, June 30, September 30 and December 31) for the life of this contract.

- If a report(s) is delinquent, future financial reimbursements will be withheld until the Sub-Recipient's reporting is current.
- If a report goes two (2) consecutive quarters without Sub-Recipient reflecting any activity and/or no expenditures will likely result in termination of the agreement.

Programmatic Reporting Schedule

| Reporting Period | Report due to FDEM no later than |
|---|---|
| January 1 through March 31 | April 30 |
| April 1 through June 30 | July 31 |
| July 1 through September 30 | October 31 |
| October 1 through December 31 | January 31 |

**2. Programmatic Reporting-BSIR**
Biannual Strategic Implementation Report:

After the end of each reporting period, for the life of the contract unless directed otherwise, the SAA, will complete the Biannual Strategic Implementation Report in the Grants Reporting Tool (GRT) https://www.reporting.odp.dhs.gov. The reporting periods are **January 1-June 30 and July 1-December 31.** Data entry is scheduled for December 1 and June 1 respectively. Future awards and reimbursement may be withheld if these reports are delinquent.

**3. Reimbursement Requests:**
A request for reimbursement may be sent to your grant manager for review and approval at any time during the contract period. Reimbursements must be requested within ninety (90) calendar days of expenditure of funds, and quarterly at a minimum. Failure to submit request for reimbursement within ninety (90) calendars of expenditure shall result in denial of reimbursement. The Sub-Recipient should include the category's corresponding line item number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". A line item number is to be included for every dollar amount listed in the "Detail of Claims" form.

**4. Close-out Programmatic Reporting:**
The Close-out Report is due to the Florida Division of Emergency Management no later than sixty (60) calendar days after the agreement is either completed or the agreement has expired.

**K. Programmatic Point of Contact**

| Contractual Point of Contact | Programmatic Point of Contact |
|---|---|
| Teresa A. Warner<br>FDEM<br>2555 Shumard Oak Blvd., Suite 330C<br>Tallahassee, FL 32399-2100<br>(850) 815-4351<br>Teresa.warner@em.myflorida.com | Felicia Pinnock<br>FDEM<br>2555 Shumard Oak Blvd.<br>Tallahassee, FL 32399-2100<br>(850) 815-4343<br>Felicia.Pinnock@em.myflorida.com |

**L. Contractual Responsibilities**

- The FDEM shall determine eligibility of projects and approve changes in Scope of Work.
- The FDEM shall administer the financial processes.

**ATTACHMENT C**

**DELIVERABLES AND PERFORMANCE**

**State Homeland Security Program (SHSP):** SHSP supports the implementation of risk driven, capabilities-based State Homeland Security Strategies to address capability targets set in Urban Area, State, and regional Threat and Hazard Identification and Risk Assessments (THIRAs). The capability levels are assessed in the State Preparedness Report (SPR) and inform planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

**Planning Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of successfully completing Planning activities consistent with the guidelines contained in the Comprehensive Planning Guide CPG 101 v.2. For additional information, please see http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf or grant guidance (Notice of Funding Opportunity). For the purposes of this Agreement, any planning activity such as those associated with the Threat and Hazard identification and Risk Analysis (THIRA), State Preparedness Report (SPR), and other planning activities that support the National Preparedness Goal (NPG) and place an emphasis on updating and maintaining a current Emergency Operations Plan (EOP) are eligible. The Sub-Recipient can successfully complete a planning activity either by creating or updating such plan(s).

**Organization Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual eligible costs for Personnel, Intelligence Analysts, Overtime and Operational Overtime.

**Exercise Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of successfully completing an exercise which meets the Department of Homeland Security Homeland Security Exercise and Evaluation Program (HSEEP) standards and is listed in A) the State of Florida Multi-Year Training & Exercise Plan (MYTEP), and B) County or Regional TEP for the region in which the Sub-Recipient is geographically located. Information related to TEPs and HSEEP compliance can be found online at: https://www.llis.dhs.gov/hseep. For the purposes of this Agreement, any exercise which is compliant with HSEEP standards and contained in the State of Florida MYTEP qualifies as an authorized exercise. The Sub-Recipient can successfully complete an authorized exercise either by attending or conducting that exercise.

**Training Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of successfully completing a training course listed on the Department of Homeland Security (DHS) approved course catalog. For non-DHS approved courses the Sub-Recipient shall obtain advance FDEM approval using the Non-TED form by contacting their grant manager. The DHS course catalog is available online at: http://training.fema.gov/. For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Sub-Recipient can successfully complete an authorized course either by attending or conducting that course.

**Equipment Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of purchasing an item identified in the approved project funding template and budget of this agreement and listed on the DHS Authorized Equipment List (AEL). For the purposes of this Agreement, any item listed on the AEL qualifies as an authorized item. The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories and equipment standards for HSGP are listed on the web-based version of the Authorized Equipment List (AEL) on the Lessons Learned Information System at http://beta.fema.gov/authorized-equipment-list. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

**Management Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost for Management and Administration (M&A) activities.

**Costs for allowable items will be reimbursed if incurred and completed within the period of performance, in accordance with the Scope of Work, Attachment B of this agreement.**

**Attachment D**

**Program Statutes and Regulations**

1) Age Discrimination Act of 1975 42 U.S.C. § 6101 *et seq.*
2) Americans with Disabilities Act of 1990 42 U.S.C. § 12101-12213
3) Chapter 473, Florida Statutes
4) Chapter 215, Florida Statutes
5) Chapter 252, Florida Statutes
6) Title VI of the Civil Rights Act of 1964 42 U.S.C. § 2000 *et seq.*
7) Title VIII of the Civil Rights Acts of 1968 42 U.S.C. § 3601 et seq.
8) Copyright notice 17 U.S.C. §§ 401 or 402
9) Assurances, Administrative Requirements and Cost Principles 2 C.F.R. Part 200
10) Debarment and Suspension Executive Orders 12549 and 12689
11) Drug Free Workplace Act of 1988 41 U.S.C. § 701 et seq.
12) Duplication of Benefits 2 C.F.R. Part 200, Subpart E
13) Energy Policy and Conservation Act 42 U.S.C. § 6201
14) False Claims Act and Program Fraud Civil Remedies 31 U.S.C. § 3729 also 38 U.S.C. § 3801-3812
15) Fly America Act of 1974 49 U.S.C. § 41102 also 49 U.S.C. § 40118
16) Hotel and Motel Fire Safety Act of 1990 15 U.S.C. § 2225a
17) Lobbying Prohibitions 31 U.S.C. § 1352
18) Patents and Intellectual Property Rights 35 U.S.C. § 200 et seq.
19) Procurement of Recovered Materials section 6002 of Solid Waste Disposal Act
20) Terrorist Financing Executive Order 13224
21) Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act) 20 U.S.C. § 1681 et seq.
22) Trafficking Victims Protection Act of 2000 22 U.S.C. § 7104
23) Rehabilitation Act of 1973 Section 504, 29 U.S.C. § 794
24) USA Patriot Act of 2001 18 U.S.C. § 175-172c
25) Whistleblower Protection Act 10 U.S.C. § 2409, 41US.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. § § 4304 and 4310
26) 53 Federal Register 8034
27) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code

**ATTACHMENT E**

**JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to consumers, for the purchase start-up supplies and equipment. The sub-recipient would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

| BUDGET CATEGORY/LINE ITEMS (list applicable line items) | 20___-20___ Anticipated Expenditures for First Three Months (90 days of Funding Agreement |
|---|---|
| For example<br>ADMINISTRATIVE COSTS<br>(Include Secondary Administration.) | |
| For example<br>PROGRAM EXPENSES | |
| TOTAL EXPENSES | |

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the Funding Agreement term. Supporting documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the Funding Agreement term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).

_____

_____

_____

_____

_____

**ATTACHMENT F**

**WARRANTIES AND REPRESENTATIONS**

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Codes of conduct.

The Sub-Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Sub-Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Sub-Recipient.

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from _____
_____

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

**ATTACHMENT G**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

(1) The prospective subcontractor of the Sub-Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

_____

By: _____ _____

Signature Sub-Recipient's Name

_____ _____

Name and Title FDEM Contract Number

_____ _____

Street Address Project Number

_____

City, State, Zip

_____

Date

**ATTACHMENT H**

**STATEMENT OF ASSURANCES**

All of the instructions, guidance, limitations, and other conditions set forth in the FY 2018 Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All Sub-Recipients must comply with any such requirements set forth in the program NOFO.

All Sub-Recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

All Sub-Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a Sub-Recipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Sub-Recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which incorporated here by reference in the terms and conditions of your award.

All Sub-Recipients must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, information, facilities, and staff.

1. Sub-Recipient must cooperate with any compliance review or compliant investigation conducted by the State Administrative Agency or DHS.

2. Sub-Recipient will give the State Administrative Agency, DHS or through any authorized representative, access to and the right to examine and copy records, accounts, and books, papers, or documents related to the grant.

3. Sub-Recipient must submit timely, complete, and accurate reports to the FDEM and maintain appropriate backup documentation to support reports. Sub-Recipients should also comply with all other special reporting, data collection and evaluation requirements, as prescribes by law or detailed in program guidance.

4. If, during the past three years, the Sub-Recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Sub-Recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to FDEM for forwarding to the DHS awarding office and the DHS Component.

5. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a Sub-Recipient of funds, the Sub-Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

6. Sub-Recipient will acknowledge their use of federal funding when issuing statements, press releases, and requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

7. Sub-Recipient will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

8. Sub-Recipient who receives awards made under programs that provide emergency communications equipment and its related activities must comply with SAFECOM Guidance for Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications.

9. Sub-Recipient will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

10. When original or replacement equipment acquired under this award by the Sub-Recipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from FDEM to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

**ATTACHMENT I**

**MANDATORY CONTRACT PROVISIONS**

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the Sub-Recipient to include the require provisions. The Division provides the following list of sample provisions that may be required:

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, ''Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction''). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland ''Anti-Kickback'' Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, ''Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States''). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of ''funding agreement'' under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, ''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,'' and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ''Debarment and Suspension.'' The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

## APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHES)

### A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

#### *1. Major Functions of an Institution*

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

#### *2. Criteria for Distribution*

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to

**ATTACHMENT J**
**MONITORING GUIDELINES**

Florida has enhanced state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. The Florida Division of Emergency Management (FDEM) has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable grant guidance and statutory regulations. The monitoring process is designed to assess a Sub-Recipient agency's compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is the review of projects, financial activity and technical assistance between FDEM and the applicant via e-mail and telephone. On-site monitoring are actual visits to the Sub-Recipient agencies by Division representatives who examines records, procedures and equipment.

**Frequency of annual monitoring activity:**
Each year, FDEM will conduct monitoring based on a "Risk Assessment". The risk assessment tool is used to help in determining the priority of Sub-Recipients that should be reviewed and the level of monitoring that should be performed. It is important to note that although a given grant may be closed, it is still subject to either desk or on-site monitoring for a five (5) year period following closure.

**Areas that will be examined include:**

- Management and administrative procedures;
  Grant folder maintenance;
- Equipment accountability and sub-hand receipt procedures;
  Program for obsolescence;
- Status of equipment purchases;
- Status of training for purchased equipment;
- Status and number of response trainings conducted to include number trained;
- Status and number of exercises;
- Status of planning activity;
  Anticipated projected completion;
- Difficulties encountered in completing projects;
- Agency NIMS/ICS compliance documentation;
- Equal Employment Opportunity (EEO Status);
- Procurement Policy

FDEM may request additional monitoring/information of the activity, or lack thereof, generates questions from the region, the sponsoring agency or FDEM leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Sub-Recipients will be required to participate in desk top monitoring as determined by FDEM. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if FDEM determines that a Sub-Recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency will be notified by the program office via email. Information will include the grant Sub-Recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the

regional or sponsoring agency level. Issues that require further TA will be referred to FDEM for assistance. Examples of TA include but are not limited to:

- Equipment selection or available vendors
- Eligibility of items or services
- Coordination and partnership with other agencies within or outside the region or discipline
- Recordkeeping
- Reporting Requirements
- Documentation in support of a Request for Reimbursement

**On-Site Monitoring Protocol**

On-site monitoring will be conducted by FDEM or designated personnel. On-site monitoring visits will be scheduled in advance with the Sub-Recipient Agency POC designated in the grant agreement. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

On-site monitoring visits will begin with those sub-recipients that are currently spending and risks are identified and significant for that federal fiscal year (FY 18). Site visits may be combined when geographically convenient. There is a financial/programmatic on-site monitoring checklist to assist in the completion of all required tasks.

**Site Visit Preparation**

A monitoring notification letter will be sent to the Sub-Recipient Agency Point of Contact (POC) outlining the date, time and purpose of the site visit before the planned arrival date. The appointment should be confirmed with the Sub-Recipient in writing (email is acceptable) and documented in the grant folder.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

**On-Site Monitoring Visit**

Once FDEM personnel have arrived at the site. FDEM personnel will explain the purpose of the site visit and the items FDEM intends to examine will be identified. All objectives of the site visit will be explained during this time.

FDEM personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment will be conducted.

Each item selected for review should be visually inspected whenever possible. Bigger items (computers, response vehicles, etc.) should have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per Sub-Recipient agency requirements. The serial number should correspond with the appropriate receipt to confirm purchase. Photographs should be taken of the equipment (large capital expenditures in excess of $1,000. per item). If an item is not available (being used during time of the site visit), the appropriate documentation must be provided to account for that particular piece of equipment.

Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

**Post Monitoring Visit**

FDEM personnel will review the on-site monitoring worksheets and backup documentation as a team and discuss the events of the on-site monitoring.

Within thirty (30) calendar days of the site visit, a post monitoring letter will be generated and sent to the sub-recipient explaining any issues and corrective actions required or recommendations. Should no issues or findings be identified, a post monitoring letter to that effect will be generated and sent to the Sub-Recipient. If there are no findings, the Sub-Recipient will submit a Corrective Action Plan within a timeframe as determined by FDEM. Noncompliance on behalf of sub-recipient is resolved by management under the terms of the Sub-Grant Agreement.

**ATTACHMENT K**

**EHP GUIDELINES**

**ENVIRONMENTAL PLANNING & HISTORIC PRESERVATION (EHP) COMPLIANCE GUIDELINES**

The following types of projects are to be submitted to FEMA for compliance review under Federal environmental planning and historic preservation (EHP) laws and requirements prior to initiation of the project:

- New Construction, Installation and Renovation, including but not limited to:
  - Emergency Operation Centers
  - Security Guard facilities
  - Equipment buildings (such as those accompanying communication towers)
  - Waterside Structures (such as dock houses, piers, etc.)

- Placing a repeater and/or other equipment on an existing tower
- Renovation of and modification to buildings and structures that are 50 years old or older
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure including security enhancements to improve perimeter security
- Physical Security Enhancements, including but not limited to:

  - Lighting
  - Fencing
  - Closed-circuit television (CCTV) systems
  - Motion detection systems
  - Barriers, doors, gates and related security enhancements

In addition, the erection of communications towers that are included in a jurisdiction's interoperable communications plan is allowed, subject to all applicable laws, regulations, and licensing provisions. Communication tower projects must be submitted to FEMA for EHP review.

**EHP DETERMINATION PROCESS**

I. Submit the Final Screening Memo to the SAA for review prior to funds being expended.
II. The SAA will review and notify the Sub-Recipient of its decision. The grantee should incorporate sufficient time and resources into the project planning process to accommodate EHP requirements.

**APPROVAL PROCESS TO FEMA**

I. Prepare a formal written Scope of Work with details outlined in the attached EHP Compliance Requirements.
II. The Final Screening Memo should be attached to all project information sent to the Grant Programs Directorate (GPD) for an EHP regulatory compliance review.
III. Complete the attached National Environmental Policy Act (NEPA) Compliance checklist.
IV. Prepare maps indicating the location(s) of proposed project (Guidance provided).
V. Take photographs of the location(s) of proposed project (Guidance provided)
VI. Forward all documents to the SAA. All documents are then forwarded to GPD electronically via the Centralized Scheduling and Information Desk (CSID) at askcsid@dhs.gov.
VII. CSID will send an email confirming receipt of the project description.
VIII. FEMA Program Analyst sends notification to SAA when review is complete. SAA notifies Sub-Recipient of FEMA's final decision.
IX. THE PROJECT MAY BEGIN ONCE FINAL FEMA APPROVAL IS RECEIVED. Grantee should incorporate sufficient time and resources into the project planning process to accommodate EHP requirements. Grantees must receive written approval from FEMA prior to the use of grant funds for project implementation.

**ATTACHMENT L**
**REIMBURSEMENT CHECKLIST**

***PLANNING***

☐ 1. Does the amount billed by consultant add up correctly?

☐ 2. Has all appropriate documentation to denote hours worked been properly signed?

☐ 3. Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (Note - If a meeting was held by Sub-Recipient or contractor/consultant of Sub-Recipient, an agenda and signup sheets with meeting date must be included).

☐ 4. Has the invoice from consultant/contractor been included? (Note – grant agreement must be referenced on the invoice.)

☐ 5. Has proof of payment been included?
_____ Canceled check
_____ Electronic Funds Transfer (EFT) Confirmation
_____ Credit Card Statement & payment to credit card company for that statement

☐ 6. Has Attachment G (found within Agreement with FDEM) been completed for this contractor/consultant and included in the reimbursement package?

☐ *7.* Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
_____ Sole Source (approved by FDEM for purchases exceeding $25,000)
*Vendor//Manufacturer justification letter is required
_____ State Contract (page showing contract #, price list)
_____ Competitive bid results

**Consultants/Contractors (Note: this applies to contractors also billed under *Organization*)**

***TRAINING***

☐ 1. Is the course DHS approved?

☐ 2. Is there a course or catalog number? If not, has FDEM approved the non-DHS training?

☐ 3. Have Sign-In Sheets, Rosters and Agenda been provided?

☐ 4. If billing for overtime and/or backfill, has documentation been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee?
_____ Have documentation from entity's financial system been provided as proof attendees were paid?
_____ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

☐ 5. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?

☐ 6. Have any expenditures occurred in support of the training such as printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment? If so, receipts and proof of payment must be submitted.
_____ Canceled check
_____ Electronic Funds Transfer (EFT) Confirmation
_____ Credit Card Statement & payment to credit card company for that statement

☐ 7. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
_____ Sole Source (approved by FDEM for purchases exceeding $25,000) *Vendor /Manufacturer justification letter is required
_____ State Contract (page showing contract #, price list)
_____ Competitive bid results

***EXERCISE***

☐ 1. Has documentation been provided on the purpose/objectives of the exercise?
_____ Situation Manual
_____ Exercise Plan

☐ 2. If exercise has been conducted are the following included:
_____ After-action report
_____ Sign-in sheets
_____ Agenda
_____ Rosters

☐ 3. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee?
_____ Have documentation from entity's financial system been provided to prove attendees were paid?
_____ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

☐ 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom exercise reimbursement costs are being sought?

☐ 5. Have any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment must be included.
_____ Canceled check
_____ Electronic Funds Transfer (EFT) Confirmation
_____ Credit Card Statement & payment to credit card company for that statement

☐ 6. Have any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment must be included.
_____ Canceled check
_____ Electronic Funds Transfer (EFT) Confirmation
_____ Credit Card Statement & payment to credit card company for that statement

☐ 7. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
_____ Sole Source (approved by FDEM for purchases exceeding $25,000) *Vendor/Manufacturer justification letter is required
_____ State Contract (page showing contract #, price list)

_____ Competitive bid results

***EQUIPMENT***

☐ 1. Have all invoices been included?

☐ 2. Has an AEL # been identified for each purchase?

☐ 3. If service/warranty expenses are listed, are they only for the performance period of the grant?

☐ 4. Has proof of payment been included?
_____ Canceled check
_____ Electronic Funds Transfer (EFT) Confirmation
_____ Credit Card Statement & payment to credit card company for that statement

☐ 5. If EHP form needed, has a copy of the approval DHS been included?

☐ 6. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
_____ Sole Source (approved by FDEM for purchases exceeding $25,000) *Vendor /Manufacturer justification letter is required
_____ State Contract (page showing contract #, price list)
_____ Competitive bid results

***TRAVEL/CONFERENCES***

☐ 1. Have all receipts been turned in, itemized and do the dates on the receipts match travel dates?
_____ Airplane receipts
_____ Proof of mileage (Google or Yahoo map printout or mileage log)
_____ Toll and/or Parking receipts
_____ Hotel receipts (is there a zero balance?)
_____ Car rental receipts
_____ Registration fee receipts
_____ Note: Make sure that meals paid for by conference are not included in per diem amount

☐ 2. If travel is a conference has the conference agenda been included?

☐ 3. Has proof of payment to traveler been included?
_____ Canceled check
_____ Electronic Funds Transfer (EFT) Confirmation
_____ Credit Card Statement & payment to credit card company for that statement
_____ Copy of paycheck if reimbursed through payroll

***MATCHING FUNDS***

☐ 1. Contributions are from Non Federal funding sources identified?

☐ 2. Contributions are from cash or in-kind contributions which may include training investments.

☐ 3. Contributions are not from salary, overtime or other operational costs unrelated to training.

***SALARY POSITIONS***

1. Has a **signed** timesheet by employee and supervisor included?

2. Has proof for time worked by the employee been included? Is time period summary included?

_____ Statement of Earnings
_____ Copy of Payroll Check
_____ Payroll Register

_____ For fusion center analysts, have the certification documents been provided to the SAA to demonstrate compliance with training and experience standards?

***ORGANIZATION***

☐ 1. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee?
_____ Have documentation from entity's financial system been provided to prove attendees were paid?
_____ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

***FOR ALL REIMBURSEMENTS - THE FINAL CHECK***

☐ 1. Have all relevant forms been completed and included with each request for reimbursement?

☐ 2. Have the costs incurred been charged to the appropriate POETE category?

☐ 3. Does the total on all Forms submitted match?

☐ 4. Has Reimbursement Form been signed by the Grant Manager and Financial Officer?

☐ 5. Has the reimbursement package been entered into Sub-Recipients records/spreadsheet?

☐ 6. Have the quantity and unit cost been notated on Reimbursement Budget Breakdown?

☐ 7. If this purchase was made via Sole Source, have you included the approved Sole Source documentation and justification?

☐ 8. Do all of your vendors have a current W-9 (Tax Payer Identification) on file?

**Please note: FDEM reserves the right to update this checklist throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.**

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16851** **County Administrator's Report 14. 16.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 10/03/2019
**Issue:** Change Order for the Mass Transit Department
**From:** TONYA ELLIS, Interim Director
**Organization:** Mass Transit
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning a Change Order on Purchase Order 190812 to ITL Solutions, LLC - Tonya Ellis, Interim Mass Transit Director

That the Board approve, and authorize the County Administrator to execute, the Change Order adding funds to pay out the final invoice for Fiscal Year 2018-2019 paratransit services:

| | |
|---|---|
| **Department:** | Mass Transit |
| **Division:** | Paratransit |
| **Type:** | Addition |
| **Amount:** | $200,000 |
| **Vendor:** | ITL Solutions, LLC |
| **Purchase Order:** | 190812 |
| **Change Order:** | #2 |
| **Original Award Amount:** | $2,701,944 |

| | |
|---|---|
| **Cumulative Amount of Change Orders through this Change Order:** | $200,000 |

**BACKGROUND:**

At the beginning of Fiscal Year 2019, the Mass Transit Department requested a PO to cover paratransit services. It has been determined that an increase will be required in order to pay the final invoice for Fiscal Year 2018/2019. The original amount was based on an estimated number of trips.

Change Order #1 had no effect on the total Purchase Order as it was moving funds between account codes.

**BUDGETARY IMPACT:**

Funding is available in Fund 104, and Mass Transit staff will work with the Budget Office to have the funds transferred into cost center 211216.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance article II, Purchase and Contracts.

**IMPLEMENTATION/COORDINATION:**

Mass Transit staff will co-ordinate with the budget office and the purchasing office.

---

**Attachments**

PO 190812
Change Order #1
Change Order #2

---

# PURCHASE ORDER NO. 190812

## BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
423758
INNOVATIVE TRANSPORT & LOGISTICS
SOLUTIONS LLC
315 SOUTH A STREET
PENSACOLA FL 32502

SHIP TO
ESCAMBIA COUNTY AREA TRANSIT
1515 W FAIRFIELD DR

PENSACOLA, FL 32501
ATTN: MARIANNE KURTZ 850.595.3225

| ORDER DATE: 11/30/18 | BUYER: EMILY WEDDINGTON | REQ. NO.: 19000861 | REQ. DATE: |
|---|---|---|---|
| TERMS: NET 30 DAYS | F.O.B.: N/A | DESC.: CONTRACT PD 16-17.068 | |

| ITEM# | QUANTITY | UOM | DESCRIPTION | UNIT PRICE | EXTENSION |
|---|---|---|---|---|---|
| 01 | 1.00 | | ADA PARATRANSIT COSTS PD 16-17.068<br>CONTRACT BCC APPROVED 8/17/17<br>PO BCC APPROVED 10/04/18 | 1626760.0000 | 1,626,760.00 |
| 02 | 1.00 | | NON-ADA PARATRANSIT COSTS PD 16-17.068<br>CONTRACT BCC APPROVED 8/17/17<br>PO BCC APPROVED 10/04/18 | 1075184.0000 | 1,075,184.00 |

| ITEM# | ACCOUNT | | AMOUNT | PROJECT CODE |
|---|---|---|---|---|
| 01 | 211215 | 53405 | 1,626,760.00 | |
| 02 | 211215 | 53416 | 1,075,184.00 | |

| | |
|---|---|
| PAGE TOTAL $ | 2,701,944.00 |
| **TOTAL** $ | 2,701,944.00 |

**APPROVED BY** Lucy Lovoy 12/3/18

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

**CHANGE ORDER REQUEST**
**PURCHASE ORDER / RELEASE ORDER / CONTRACT**

| | | | | | |
|---|---|---|---|---|---|
| Vendor Code: | 423758 | Vendor Name: | Innovative Transport & Logistics | | |
| Project Number: | | P.O. Number: | 190812 | C.O. Number | 1 |
| Department: | ECAT | P.D. Number: | | Date: | 09/12/19 |

**Notes for Modifying the Scope of Award:**

CO-1 Decrease Object code 53405 and increase the object code 53416 in the amount of $22,677.98

| | |
|---|---|
| Previous PO Total Dollars: | $ 2,701,944.00 |
| Net Dollars for this addition: | - |
| New PO Total Dollars: | $ 2,701,944.00 |

**To Modify Existing Purchase Order:**

| | | | | | |
|---|---|---|---|---|---|
| | | Quantity | | | |
| Subtracting Dollars to Line Item No: | 1 | Adjustment: | - | Amount: | $22,677.98 |
| Adding Dollars to Line Item No: | 2 | Adjustment: | + | Amount: | $22,677.98 |

**Modify Notes:**

| | |
|---|---|
| Date of BCC action: (**ATTACH RESUMÉ**) | |
| Previous Purchase Order Total Dollars: | $2,701,944.00 |
| Net Dollars added or subtracted: | $0.00 |
| New Purchase Order Total Dollars: | $2,701,944.00 |
| Previous Contract Total Dollars: | |
| Net Dollars added or subtracted: | |
| New Contract Total Dollars: | $0.00 |

**Modifying Cost Centers, Object Code / Accounts and Project Numbers:**

| Cost Center: | Object Code: | Project Number: | + / - Change | Dollar Amount |
|---|---|---|---|---|
| 211215 | 53405 | | - | $22,677.98 |
| 211215 | 53416 | | + | $22,677.98 |
| | | | | |
| | | | | |

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

**Request Prepared By:** _____ **Date:** 09/12/19

**Contract Administrator's Certification & Approval:** Gwiedeman **Date:** 09/12/19

**Office of Purchasing Review Agent:** _____ **Date:** _____

**Department Director:** Tonya Ellis **Date:** 09/12/19

**County Administrator's Approval:** _____ **Date:** _____

F0020 (Revised 1/31/2008)

**CHANGE ORDER REQUEST**
**PURCHASE ORDER / RELEASE ORDER / CONTRACT**

| | | | | | |
|---|---|---|---|---|---|
| Vendor Code: | 423758 | Vendor Name: | ITL Solutions, Inc | | |
| Project Number: | | P.O. Number: | 190812 | C.O. Number | 2 |
| Department: | ECAT | P.D. Number: | | Date: | 09/20/19 |

**Notes for Modifying the Scope of Award:**

CO-1 Decrease Object code 53405 and increase the object code 53416 in the amount of $22,677.98

CO-2 Increase Object code 53405 by $80,000 and increase object code 53416 in the amount of $120,000

| | 211215/53405 | 211215/53416 | |
|---|---|---|---|
| Previous PO Total Dollars: | $ 1,604,082.02 | $ 1,097,861.98 | |
| Net Dollars for this addition: | $ 60,000.00 | $ 140,000.00 | |
| New PO Total Dollars: | $ 1,664,082.02 | $ 1,237,861.98 | **$ 2,901,944.00** |

**To Modify Existing Purchase Order:**

| | | | | | |
|---|---|---|---|---|---|
| Adding Dollars to Line Item No: | 1 | Quantity Adjustment: | + | Amount: | $60,000.00 |
| Adding Dollars to Line Item No: | 2 | Adjustment: | + | Amount: | $140,000.00 |

**Modify Notes:**

| | |
|---|---|
| Date of BCC action: (**ATTACH RESUMÉ**) | |
| Previous Purchase Order Total Dollars: | $2,701,944.00 |
| Net Dollars added or subtracted: | $200,000.00 |
| New Purchase Order Total Dollars: | $2,901,944.00 |
| Previous Contract Total Dollars: | |
| Net Dollars added or subtracted: | |
| New Contract Total Dollars: | $0.00 |

**Modifying Cost Centers, Object Code / Accounts and Project Numbers:**

| Cost Center: | Object Code: | Project Number: | + / - Change | Dollar Amount |
|---|---|---|---|---|
| 211215 | 53405 | | + | $60,000.00 |
| 211215 | 53416 | | + | $140,000.00 |
| | | | | |
| | | | | |

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

**Request Prepared By:** Gwiedeman **Date:** 09/20/19

**Contract Administrator's Certification & Approval:** Gwiedeman **Date:** 09/20/19

**Office of Purchasing Review Agent:** **Date:**

**Department Director:** Tonya Ellis **Date:** 09/20/19

**County Administrator's Approval:** **Date:**

F0020 (Revised 1/31/2008)

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16852** **County Administrator's Report 14. 17.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 10/03/2019
**Issue:** Fiscal Year 19-20 Purchase Orders over $50,000
**From:** TONYA ELLIS, Interim Director
**Organization:** Mass Transit
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2019-2020 Purchase Orders, in excess of $50,000, for the Mass Transit Department - Tonya Ellis, Interim Mass Transit Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders, in excess of $50,000, for the Fiscal Year 2019-2020, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Mass Transit Department:

| | | |
|---|---|---|
| A. | **Auto, Truck, & Industrial - NAPA**<br>Vendor Number: 015006<br>Bus Parts<br>Contract Number: Blanket Purchase Order<br>Fund: 104<br>Cost Centers: 320404, 320406, and 320407/54606 | **$65,000** |
| B. | **Auto, Truck, & Industrial - NAPA**<br>Vendor Number: 015006<br>Lubricants and Grease<br>Contract Number: PD 18-19.038<br>Fund: 104<br>Cost Centers: 320401 and 320407/55204 | **$50,000** |
| C. | **Southern Tires**<br>Vendor Number: 426199<br>Tires<br>Contract Number: State Contract 25172500-19-ACS<br>Fund: 104<br>Cost Center: 320404, 320406, 320407 | **$75,000** |

| | | |
|---|---|---|
| D. | **Ward International**<br>Vendor Number:230582<br>Bus Parts<br>Contract Number: Blanket Purchase Order<br>Fund: 104<br>Cost Center: 320407, 320403 | **$120,000** |
| E. | **Gillig, Inc.**<br>Vendor Number: 071399<br>Bus Parts<br>Contract Number: Proprietary/Blanket<br>Fund: 104<br>Cost Center: 320407 | **$105,000** |
| F. | **Jasper Engine**<br>Vendor Number: 091489<br>Bus Parts<br>Contract Number: Blanket Purchase Order<br>Fund: 104<br>Cost Center: 320406 | **$55,000** |
| G. | **Creative Bus**<br>Vendor Number: 423758<br>Bus Parts<br>Contract Number: Blanket Purchase Order<br>Fund: 104<br>Cost Center: 320406, 320407 | **$55,000** |
| H. | **ITL Solutions**<br>Vendor Number: 423758<br>Paratransit Services<br>Contract Number: PD 16-17.068<br>Fund: 104<br>Cost Center: 320406 | **$3,000,000** |
| I. | **Pete Moore Chevrolet**<br>Vendor Number: 134701<br>Bus Parts<br>Contract Number: Blanket Purchase Order<br>Fund: 104<br>Cost Center: 320404, 320406, 320407 | **$105,000** |

**BACKGROUND:**

The issuance of these Purchase Orders will ensure continuity of the services provided to the Board by the specified vendors through the Contracts and Agreements. Allocations for these expenditures are included in the budget for Fiscal Year 2019-2020.

**BUDGETARY IMPACT:**

Funding is budgeted in the specified cost center for Fiscal Year 2019-2020.

Per guidance of Purchasing Manager, Paul Nobles, blanket Purchase Orders do not require a formal solicitation.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon Board Approval, the Mass Transit Department will submit Requisitions to the Purchasing Office.

---

**Attachments**

*No file(s) attached.*

---

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16905** **County Administrator's Report 14. 18.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 10/03/2019
**Issue:** Group Medical Insurance
**From:** Meke Posey, Human Resources Associate II
**Organization:** Human Resources
**CAO Approval:**

---

## RECOMMENDATION:

Recommendation Concerning Group Medical Insurance - Paulette Stallworth, Interim Human Resources Department Director

That the Board takes the following action concerning the County's Group Medical Insurance:

A. Approve the employee and retiree health insurance premiums for the Plan Year 2020;

B. Authorize a deposit of $600 per month into the Health Savings Account (HSA) for employees who have elected this Plan;

C. Authorize the rates for Plan Year 2019 Health Care Opt-Out Program ($200 a month) to remain the same for Plan Year 2020; and

D. Authorize these changes for Plan Year 2020. For Blue Option 3559, increase the co-pay for specialist from $30 to $50 per office visit and increase the employee premium by 8% due to the Per Employee Per Month cost running 125.1% more than Blue Option 3359.

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

## BACKGROUND:

Plans 3359 and the HSA will not have any changes this year.

The forecasted increase for our plans this year is trending at 4.9%. USI went through the pharmacy Contract and found a savings of approximately 1.1 million dollars without affecting the employees.

The monthly employee contribution for Plan 3559 is shown in Attachment A. The monthly retiree contribution for retirees is shown in Attachment B. There is reflected an 8% increase in employee premiums on Plan 3559 due to a Per Employee Per Month cost, which is running 125% more than the 3359 Plan. This is based on the employee utilization of the Plan. It is suggested to even out "the net per employee per month cost" by changing the co-pay of the specialist ($30 to $50) as well as increase the premium by 8% for Plan 3559.

Our claims are trending this year at $21,993,481. Stop Loss and administrative fees are trending at $1,920,426.99. This does not include the staffing cost, the cost of the clinic, or any retirees that we have on Medicare Plan F, Pharmacy, or Medicare Advantage.

We are continually looking at ways to reduce costs through plan design, stop loss measures, and any other available measures. In the next year, the County will be actively looking at ways to reduce costs and still have a health plan that will be attractive to our employees.

The County will offer the existing plans and will provide individual supplement options during open enrollment for retirees that are Medicare-eligible.

**BUDGETARY IMPACT:**

Funds are available in Fund 501, Internal Service Fund, Cost Center 150108, Object Codes 53401 and 54501.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

This is in accordance with Florida Statutes 112.09 and 112.0801.

**PERSONNEL:**

The Human Resources Department and all appointing authorities (payrolls) will have to make the appropriate adjustments to their payroll systems, Human Resources Information System, and work with Florida Blue to ensure changes are made in the respected systems.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

A Purchase Order will be the instrument utilized for making payment against the Contract. The Human Resources Department will coordinate with Legal, the Office of Purchasing, FRS, and the other appointing authorities to ensure all changes are made in the respected systems.

---

**Attachments**

2020 Plan Year Proposed Health Insurance Premiums Plan 3559

---

Attachment A

# 2020 Plan Year Proposed Employee Health Insurance Premiums for Plan 03559 (Semi-Monthly)

| Employee Coverage | 2019 EE Cost Non-tobacco 03559 | 2019 EE Cost Tobacco 03559 | | 2020 EE Cost Non-Tobacco 03559 | 2020 EE Cost Tobacco 03559 |
|---|---|---|---|---|---|
| Employee | $39.95 | $64.95 | | $43.15 | $68.15 |
| Employee & Spouse | $166.07 | $191.07 | | $179.36 | $204.36 |
| Employee & Children | $161.82 | $186.82 | | $174.77 | $199.77 |
| Employee & Family | $234.69 | $259.69 | | $253.47 | $278.47 |

Attachment B

# 2020 Plan Year Proposed Health Insurance Premiums for Retirees enrolled in 03559 Plan (Monthly)

| Retiree Coverage | 2019 03559 Retiree Premiums | 2020 03559 Retiree Premiums |
|---|---|---|
| Retiree | $717.38 | **$719.80** |
| Retiree & Spouse | $1,708.27 | **$1,714.04** |
| Retiree & Children | $1,537.65 | **$1,542.84** |
| Retiree & Family | $2,220.16 | **$2,227.66** |
| Dependent/Spouse (for Split Contracts) | $990.89 | **$994.24** |

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16902** **County Administrator's Report 14. 19.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 10/03/2019
**Issue:** Approval to Issue Fiscal Year 2019-2020 Purchase Orders Totaling $50,000 or Greater
**From:** PAULETTE STALLWORTH
**Organization:** Human Resources
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning Approval to Issue Fiscal Year 2019-2020 Purchase Orders Totaling $50,000 or Greater - Paulette Stallworth, Interim Human Resources Department Director

That the Board approve the issuance of the provided 11 Fiscal Year 2019-2020 Purchase Orders and/or Blanket Purchase Orders from previously awarded or approved annual requirement Contracts or Contractual Agreements for the Human Resources Department.

## BACKGROUND:

The Human Resources Department has 11 Purchase Orders that, during the course of a Fiscal Year, equal or exceed $50,000 to support the employee benefits. Issuance of these Purchase Orders during October 2019 is essential to ensure continuity of benefits for employees and retirees.

Dental – USI went out to bid for dental insurance in 2018 for the County and received a three-year premium guarantee reducing our administrative fees from $3.20 to $2.85 through December 2021.

- We are self-funded and at least once a year we review Administrative Services Only (ASO) fees. We have not adjusted them in the last 12 years.
- We reduced our administrative costs and kept a network that services the majority of the employees.
- As of September 2019, we have 860 active employees that have elected low coverage and 948 active employees that elected the high coverage. We offer a discounted dental premium for employees that do not carry our health insurance which is approximately 110 employees.

- Employee premiums collected are approximately $458,042 per year to offset our claims and administrative fees.
- We presently have 469 retirees that have our dental coverage and they are responsible for all ASO fees. Annual premiums paid by retirees are approximately $185,772.00.
- In total, we receive approximately $643,814 in premiums to support the dental program.
- This year, we budgeted $900,990 for claims and $81,943 for administrative fees. We are running approximately $902,000 in claims and $81,000 in administrative services. Enrollment numbers are running steady compared to last year's numbers.
- If each employee and retiree maxed out on the dental plan, we could spend roughly $2.8 million dollars. This does not include dependents and orthodontic coverage.

Life – USI went out to bid for life insurance in 2018 for the County and received a 2-year premium guarantee, reducing our basic life insurance and AD&D insurance premiums through December 2020.

- Our present cost for basic life is $.099 per thousand and AD&D is $.02 per thousand.
- We provide both $40,000 basic life and AD&D insurance to all eligible employees along with the additional $10,000 coverage for those employees that do not take our health insurance.
- Retirees receive $5,000 basic life insurance paid by the County.
- The total cost to the County is approximately $107,000 and the remaining portion of the Purchase Order pays for supplemental life that employees have elected for themselves and their dependents.

Health Insurance - USI went out to bid for health insurance in 2018 for the County for administrative services. Stop Loss is a year-by-year negotiation depending on the utilization of the health plan. The Administrative Fees Purchase Order will be for the complete Fiscal Year, while the Stop Loss Purchase Order on this Board action will be for the period of October 2019 through December 2019. Once the Stop Loss negotiation has been completed, we will provide an additional Board action to authorize the Purchase Order. We also have a Purchase Order that is separate for retirees that have enrolled in the Medicare Advantage Plan, Plan F Supplement (Grandfathered) and the Rx Only Plan. The premiums are established by Medicare (CMS) prior to the beginning of the calendar year and are paid by the retirees.

Long Term Disability – In January 2019, we began paying Long Term Disability premiums out of the revenue account of the Human Resources Department for all appointing authorities. The premiums are paid by the employees.

Vision Care – In January 2019, we started paying Vision Care premiums out of the revenue account by the Human Resources Department for all appointing authorities. The premiums are paid by the employees.

Clinic - The County's employee health clinic Contract went out to bid in 2010 and was awarded in 2011 to Concentra Medical Center. We are on the final year of our Contract and will be going out to bid to test the market. The estimated date of the new Contract would be August 1, 2020.

**BUDGETARY IMPACT:**

Funding for the above Purchase Orders is through Fund 501, Worker's Compensation, Health and Life Fund.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

This is in accordance with Florida Statutes 112.09 and 112.0801.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

County Ordinance, Chapter 46, Article II, Section 46-64 providing for Board approval of Contracts of $50,000 or greater.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, the Human Resources Department will generate a Purchase Order as an instrument for placing orders and making payments to provide services. The Human Resources Department will coordinate with the Office of Purchasing.

---

**Attachments**

Fiscal Year 2019-2020 Purchase Orders and Blanket Purchase Orders for Human Resources Department

---

| | Vendor/Contractor | Not-To-Exceed Amount | Contract |
|---|---|---|---|
| A. | Delta Dental Insurance Company<br>Vendor #040643<br>Dental Insurance<br>Cost Center 150109<br>Claims | $900,990 | Bidding process completed by USI on behalf of the County. Contract approved on 09/06/18 Board Meeting; effective 01/01/2019. |
| B. | Delta Dental Insurance Company<br>Vendor #040643<br>Dental Insurance<br>Cost Center 150109<br>Administrative Fees | $81,943 | Bidding process completed by USI on behalf of the County. Contract approved on 09/06/18 Board Meeting; effective 01/01/2019. |
| C. | Blue Cross Blue Shield of Florida<br>Vendor #023808<br>Health Insurance<br>Cost Center 150108<br>Retiree Premiums | $396,000 | Bidding process completed by USI on behalf of the County. Contract approved on 09/06/18 Board Meeting; effective 01/01/2019. |
| D. | Blue Cross Blue Shield of Florida<br>Vendor #023808<br>Health Insurance<br>Cost Center 150108<br>Administrative Fees | $1,057,540.00 | Bidding process completed by USI on behalf of the County. Contract approved on 09/06/18 Board Meeting; effective 01/01/2019. |
| E. | Blue Cross Blue Shield of Florida<br>Vendor #023808<br>Health Insurance<br>Cost Center 150108<br>Claims | $22,700,000 | Bidding process completed by USI on behalf of the County. Contract approved on 09/06/18 Board Meeting; effective 01/01/2019. |
| F. | The Lincoln National Life Insurance Company<br>Vendor #425648<br>Life Insurance<br>Cost Center 150110 | $350,000 | Bidding process completed by USI on behalf of the County. Contract approved on 09/06/18 Board Meeting; effective 01/01/2019. |

| | | | |
|---|---|---|---|
| G. | USI Southwest, Inc.<br>Vendor #424847<br>Consulting/Broker Services<br>Cost Center 150108 | $125,000 | PD 16-17-094 |
| H. | Stop Loss Insurance Service, Inc.<br>Oct 19 – Dec 19<br>Vendor #425652<br>Health Insurance<br>Cost Center 150108<br>Stop Loss Insurance | $210,000 | Bidding process completed by USI on behalf of the County. Contract approved on 09/06/18 Board Meeting; effective 01/01/2019. |
| I. | The Lincoln National Life Insurance Company<br>Vendor #425648<br>Long Term Disability<br>Cost Center 150113 | $89,000 | Bidding process completed by USI on behalf of the County. Contract approved on 09/06/18 Board Meeting; effective 01/01/2019. |
| J. | Humana Insurance Company<br>Vendor #L21633<br>Vision Care Insurance<br>Cost Center 150114<br>Vision Care Insurance | $126,000 | Bidding process completed by USI on behalf of the County. Contract approved on 09/06/18 Board Meeting; effective 01/01/2019. |
| K. | Occupational Health Center of S.W. PA<br>DBA Concentra Medical Center<br>Vendor # 150079<br>Health Clinic<br>Cost Center 150112 | $765,000 | PD 09-10.005 |

(Funding: Fund 501, Worker's Compensation, Health and Life Funds)

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16756** **County Administrator's Report 14. 20.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 10/03/2019
**Issue:** Certificate of Need and Notification of Corporate and "DBA" Name Change for NRC Gulf Environmental Services, Inc.
**From:** Pat Johnson, Department Director
**Organization:** Waste Services
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning an Application for Certificate of Need and Notification of Corporate and "DBA" Name Change for NRC Gulf Environmental Services, Inc. - Patrick T. Johnson, Waste Services Department Director

That the Board take the following action concerning an Application for Certificate of Need and Notification of Corporate and "DBA" name change for NRC Gulf Environmental Services, Inc., formerly operating as Progressive Environmental Services, Inc., d/b/a SWS Environmental Services:

A. Approve the Application for Certificate of Need permitting NRC Gulf Environmental Services, Inc., to operate in Escambia County d/b/a NRC Gulf Environmental Services, Inc.; and

B. Authorize the Chairman to sign the Certificate.

[Funding: Fund 401, Solid Waste, Account No. 343402]

## BACKGROUND:

An Application for Certificate of Need has been submitted to the Waste Services Department by NRC Gulf Environmental Services, Inc., d/b/a NRC Gulf Environmental Services, Inc., to operate in Escambia County. This company (formerly Progressive Environmental Services, Inc.) has serviced Escambia County by providing the collection and transportation of solid waste directly from commercial sites to the County's landfill.

NRC Gulf Environmental Services, Inc., formerly operated under the name

Progressive Environmental Services, Inc., d/b/a SWS Environmental Services, Inc., but as of July 15, 2019 has changed its corporate name to NRC Gulf Environmental Services, Inc., d/b/a NRC Gulf Environmental Services, Inc. The Escambia County Code of Ordinances, Chapter 82 *Solid Waste*, stipulates that each entity must hold a valid Certificate of Need and a Solid Waste Management Permit in order to manage solid waste in Escambia County. An executed Certificate of Need is valid indefinitely unless a change in name or ownership occurs.

**BUDGETARY IMPACT:**

The required Permit Application Fee of $150 has been deposited into Fund 401, Solid Waste, Account Number 343402.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is consistent with the Board of County Commissioners mission “To provide efficient, responsive services that enhance our quality of life, meet the common needs, and promote a safe and healthy community.”

**IMPLEMENTATION/COORDINATION:**

Following approval of this recommendation, original Certificates of Need will be distributed to the Clerk of the Court, the issuing department and the applicant. A Solid Waste Management Permit will then be issued and distributed accordingly. Compliance with insurance requirements for permits was coordinated with the Office of Risk Management.

---

**Attachments**

CON_NRC Backup

---

# BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

221 Palafox Place, Ste. 400
Pensacola, Florida 32502

## CERTIFICATE OF NEED
FOR A

## SOLID WASTE MANAGEMENT ACTIVITY

This certifies that NRC GULF ENVIRONMENTAL SERVICES, INC.

owned or operated by NRC Gulf Environmental Services, Inc

at 1783 W Nine Mile Road Pensacola FL 32534 has submitted the information as required under Escambia County Code of Ordinances, Chapter 82, Solid Waste, and the Board of County Commissioners of Escambia County, Florida has found such documents to conform with the laws and regulations as provided for in the Ordinances. It is further declared that the services to be performed do not violate the requirements of the Ordinances.

**Board of County Commissioners of**
**Escambia County, Florida**

_____
**Lumon J. May, Chairman**

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

_____
**Deputy Clerk**

**BCC APPROVED:** _____

Certificate Expires:

Indefinite*, 20__
*Indefinite unless there is a change in the name or ownership.

**This is not a permit to operate this service**

# BOARD OF COUNTY COMMISSIONERS
# OF ESCAMBIA COUNTY, FLORIDA

County Courthouse
Pensacola, Florida 32501

## APPLICATION FOR
## CERTIFICATE OF NEED

TO: **Board of County Commissioners**
**of Escambia County, Florida**
County Courthouse Annex
223 Palafox Place
Pensacola, Florida 32501

Date: September 3, 2019

(Name of Business) NRC Gulf Environmental Services, Inc. applies for

a Certificate of Need to operate Waste Collection and Disposal - *(Type of Service)*, under the

Name of NRC Gulf Environmental Services, Inc.

Owned or operated by NRC Gulf Environmental Services, Inc. *(Individual/Corporation/Partnership)*

at 1783 West Nine Mile Road, Pensacola, Florida 32534 *(Location of Operation)*

Fiscal Year End December 31rst

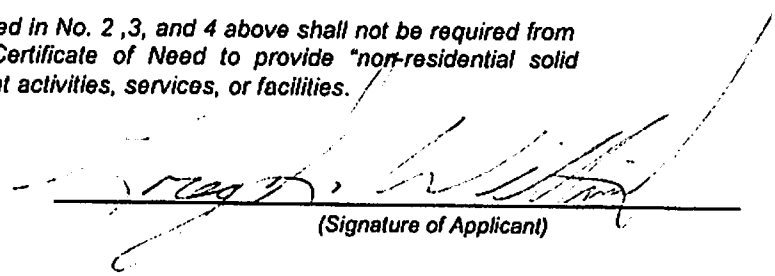
Federal Identification Number 26-3604581

Attached hereto is the following information as provided for in Escambia County Code of Ordinances Chapter 82, Solid Waste:

**(ATTACH ALL INFORMATION APPLICABLE)**

1. X A statement of purpose and need for the activity, service or facility.
2. _____ A statement of funding sources.
3. _____ A statement of financial resources of the applicant.
4. _____ A statement of the cost of operation.
5. X Area to be served.
6. X A statement of existing facilities or services available in area to be served.
7. _____ Other information requested by the Board.

*NOTE: Information described in No. 2 ,3, and 4 above shall not be required from persons desiring Certificate of Need to provide "non-residential solid waste" management activities, services, or facilities.*



*(Signature of Applicant)*

August 23, 2019

Julie Gonzalez
Administrative Supervisor
Community & Environment Bureau
**Solid Waste Management Division-Escambia County, Florida**
13009 Beulah Road
Cantonment, Florida 32533

RE: NRC Gulf Environmental Services, Inc. – Certificate of Need Request to support Company Name Change & Re-issuance of Solid Waste Management Permit in new Company Name

Dear Ms. Gonzalez:

Progressive Environmental Services, Inc., a state Delaware registered corporation, hereby makes notification to the Escambia County Board of County Commissioners (BOCC) and the Escambia County Solid Waste Management Division, that we have recently changed our Corporation name to NRC Gulf Environmental Services, Inc. on July 15, 2019; which has been recorded by both the Secretary of state for the state of Florida and the Secretary of state for the state of Delaware.

NRC Gulf Environmental Services, Inc. desires to renew our previously existing "SWS Environmental Services" Escambia County Solid Waste Management Permit to reflect our Company re-branding name.

Our firm has been and currently is permitted in the state of Florida as: Used Oil & Oil Filter Transporters, Universal Waste Transporters, Hazardous Waste Transporters (RCRA & TSCA regulated waste) [FLR000012823]. Additionally, we are Federally permitted under USDOT #448238 & USDOT Pipeline and Hazardous Materials Safety Administration (PHMSA) under registration Number 060818550145AB.

Our corporate website is: www.nrcc.com , which outlines our service areas, existing facilities, and services available.

NRC Gulf Environmental Services, Inc. provides a broad range of environmental services for both private industry and government centered around emergency spill response, disaster response, industrial services, waste management or site remediation which is our statement of purpose and need for the permitted activity within Escambia County, Florida.

If you have any questions or require any additional information please contact me directly at (813) 241-0282 or any time at (727) 638-0049.

Sincerely,

***NRC Gulf Environmental Services***

Greg S. Williams – NRC Gulf Corporate Environmental Compliance Manager

enclosures

July 15, 2019

**Re: Name Change of Progressive Environmental Services, Inc. d/b/a SWS Environmental Services**

Dear Sir or Madam:

Effective as of July 15, 2019, the legal corporate name of Progressive Environmental Services, Inc. d/b/a SWS Environmental Services will become "NRC Gulf Environmental Services, Inc."

This entity's EIN will remain the same and an updated W-9 is attached to this letter. Also attached to this letter is a copy of the Articles of Amendment filed with the Delaware Secretary of State.

If you have any questions about this name change, please reach out to your primary contact at NRC or e-mail me directly at jselden@nrcc.com.

Very truly yours,

Jonathan B. Selden
General Counsel
*(Admitted to Practice in MA, NY, NJ)*



NRC • 3500 Sunrise Highway • Great River, New York 11739 • +1 631 224 9141
www.nrcc.com

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-14. Approval of Various Consent Agenda Items – Continued

7. Taking the following action concerning supplemental State of Florida, Department of Community Affairs (DCA), Community Development Block Grant (CDBG), Disaster Recovery Enhancement Funds (DREF) Grant funding for the Lakewood Sanitary Sewer Improvements Project (Funding: Fund 110/CDBG Disaster Recovery Grant, Cost Center 220436, and Fund 124/Affordable Housing, Cost Center 220442):

   A. Approving Amendment #1 to the Interlocal Agreement for CDBG Disaster Grant (2008 Storms) with Emerald Coast Utilities Authority to incorporate DREF funding of $492,506 (increasing the total Grant funding from $3,200,000 to $3,692,506), for the ongoing construction of sanitary sewer improvements in the Lakewood Subdivision located within the Barrancas Community Redevelopment Area; and

   B. Authorizing the Chairman or Vice Chairman to execute the Amendment and all related documents as required to implement the Project.

8. Taking the following action concerning an *Application for Certificate of Need* and notification of "DBA" name change for Progressive Environmental Services, Inc., formerly operating as Eagle-SWS, and now operating as SWS Environmental Services (Fund 401, Solid Waste, Account No. 343402):

   A. Approving the *Application for Certificate of Need* permitting Progressive Environmental Services, Inc., to operate in Escambia County, d/b/a SWS Environmental Services; and

   B. Authorizing the Chairman to sign the Certificate.

9. Taking the following action concerning the *Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste* (Fund 103, Account 323701 [Franchise Fees – Commercial Garbage]):

   A. Approving *(the form of)* the *Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste*;

(Continued on Page 28)

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16824** **County Administrator's Report 14. 21.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 10/03/2019
**Issue:** Renewal of Agreement Waste Services Large Machine Mowing at Perdido Landfill
**From:** Pat Johnson, Department Director
**Organization:** Waste Services
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning Renewal of Agreement Relating to Waste Services, Large Machine Mowing (P.D. 17-18.051) at Perdido Landfill - Patrick T. Johnson, Waste Services Department Director

That the Board approve and authorize the County Administrator to renew the Agreement Relating to Waste Services, Large Machine Mowing (P.D. 17-18.051) between Escambia County and Gulf Coast Environmental Contractors, Inc., per the terms and conditions of PD 17-18.051, for a term of one year, as provided in Section 2. *Term.*

[Funding: Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 53401]

## BACKGROUND:

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on April 17, 2018. Bids were received from two contractors on May 7, 2018. Gulf Coast Environmental Contractors, Inc., was the lowest, most responsive and responsible bidder.

In Section 2. Term, provision is made for the renewal of the Agreement and states: *"... Upon mutual agreement, the Agreement may be renewed for two additional twelve (12) month terms."* The anticipated annual expenditure is $54,320.

## BUDGETARY IMPACT:

Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 53401

## LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement was prepared by Senior Assistant County Attorney, Kristin D. Hual.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

If Board of County Commissioners approves, Contract will continue as per original terms.

---

**Attachments**

Large Mow Agreement

---

Escambia County
Clerk's Original

6/21/2018 CAB II-15

**AGREEMENT RELATING TO**
**WASTE SERVICES, LARGE MACHINE MOWING (P.D. 17-18.051)**

**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 Gulf Coast Environmental Contractors, Inc. (hereinafter referred to as "Contractor"), a for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 59-3735170, whose principal address is 251 East Johnson Avenue, Pensacola, FL 32514, and whose mailing address is 1765 East Nine Mile Road, Suite 1, #110, Pensacola, FL 32514.

**WITNESSETH:**

Date: 9/26/18 Verified By:

**WHEREAS**, on April 17, 2018, the County issued an Invitation to Bidders (P.D. 17-18.051) seeking a contractor to provide routine large machine mowing and trimming of grassed and vegetated areas on the grounds of the Perdido Landfill; 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 twelve (12) months. Upon mutual agreement, the Agreement may be renewed for two additional twelve (12) month terms. Upon the expiration of the initial term and any subsequent renewals, if it is determined that interim performance is necessary to allow for the solicitation and award of a new contract, the County may extend this Agreement on a month-to-month basis for up to an additional six (6) months. The County shall provide written notice of the desire to renew/extend the Agreement thirty (30) days prior to the expiration of the current term. The total duration of this Agreement, including the exercise of all options to renew the term and/or extend on an interim basis, shall not exceed forty-one months.

3. Scope. Contractor agrees to perform in accordance with the scope of services as outlined in Escambia County's *Invitation to Bidders, Resolicit Escambia County Waste Services Large Machine Mowing at Perdido Landfill, Specification No. P.D. 17-18.051*, 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 supplies, equipment, and labor 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 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 goods/services received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

6. Purchase Orders. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail. No minimum quantity of work is guaranteed during the term of this Agreement, and only those tasks assigned pursuant to a work order may be compensated.

7. Termination. 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.

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 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

(d) Pollution/Environmental Impairment Liability with $1,000,000 per occurrence.

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.

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: | Gulf Coast Environmental Contractors, Inc.<br>Attention: Tracy Hayes<br>251 East Johnson Avenue<br>Pensacola, Florida 32514 | To: | Escambia County<br>Attention: County Administrator<br>221 Palafox Place, Suite 420<br>Pensacola, Florida 32502 |

With copy to: Tracy Hayes, President
1765 East Nine Mile Road
Suite 1, #110
Pensacola, FL 32514

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Escambia County**
**Office of the County Administrator**
**221 Palafox Place, Suite 420**
**Pensacola, Florida 32502**
**(850) 595-4947**

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. 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: _____

By: _____
Jack R. Brown, County Administrator

Witness: _____

Date: 9/19/18

BCC Approved: 6/21/18

Witness: _____

**CONTRACTOR: GULF COAST ENVIRONMENTAL CONTRACTORS, INC.**

Witness: _____

By: _____
Tracy C. Hayes, President

Date: 9/17/18

_____
Corporate Secretary

[SEAL] Seal

Approved as to form and legal sufficiency.

By/Title: _____

Date: 6/8/18

PD 17-18.051, Escambia County Waste Services Large Machine Mowing at Perdido Landfill

## ATTACHMENT A

## SCOPE OF WORK

**Scope of Services:**
The work specified consists of routine large machine mowing and trimming of grassed and vegetated areas at the Perdido Landfill.

**Description:**
Contractor to provide typically large machine mowing and trimming service for Waste Services (the Department) during the typical growing season. Work consists of routine mowing and trimming of grass and/or vegetation at Perdido Landfill; along Beulah Road from Kingsfield Road up to and including Range Road; and Gulf Power Road up to the flare with conventional mowing/trimming equipment. Vegetation consists of planted and or natural grasses, weeds and other vegetation within the area to be mowed. The use of specialized equipment or hand labor will be required to perform specific work in certain areas. The Contractor shall furnish a complete proposal of his plan for accomplishing the required work, including a list of the equipment and personnel to be utilized, prior to the execution of the Contract. The Contractor shall also furnish insurance as required by County Resolution R2006-169.

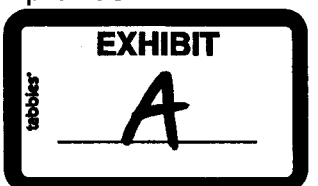
**Types of Mowing/Trimming:**
Large machine mowing includes the routinely mowed areas of large gently sloped terrain to steep slopes greater or steeper than 3 horizontal to 1 vertical, roadside ditch bottoms, pond berms, front and back slopes of terrace swales. All hand labor required to perform specified work around appurtenances shall be incidental to the type of mowing. Appurtenances shall include but not be limited to groundwater monitoring wells, gas boundary probes, air injection pipes and limits of waste markers. All monitoring wells should be trimmed at a minimum of 4 feet, 360 degrees around each well or cluster of wells. In addition, vehicle access to all groundwater-monitoring wells shall be mowed and/or trimmed at each service cycle.

**Frequency of Mowing/Trimming:**
The area and limits of mowing and trimming have been previously established and are distinguishable in the field. The Contractor shall mow and trim up to the limits maintained by the Department and around existing appurtenances located within the areas to be mowed. Perdido Landfill is to cut once per month starting in April and ending in October, approximately seven cycles per year.

Extreme weather conditions (wet or dry), which influence vegetation growth, may impact total number of mow and trim cycles per year.

The Department shall determine estimated number of acres to be accomplished within a specified number of calendar days for each site, when to begin each mowing cycle and the total number of cycles.

The Department can submit via fax or phone a request for service at least five days in advance to the contractor when service is needed. Upon receipt of request, contractor is to mobilize within a five working-day period and begin work. Contractor shall provide



PD 17-18.051, Escambia County Waste Services Large Machine Mowing at Perdido Landfill

sufficient resources to perform mowing and trimming service in a timely manner. Upon completion of service, contractor is to notify landfill designee that service is complete. Department will inspect work and notify contractor if service is satisfactory or if additional work needed prior to payment. Contractor shall submit invoice for payment upon completion of each service cycle.

**Equipment:**
All mowing equipment shall be equipped with slow moving vehicle sign located on the rear of the tractor, amber flashing light or white strobe light mounted on the tractor and operating, protective devices on mowers and trimmers to prevent objects from being thrown, and safety devices installed by the manufacturer. Safety devices shall be properly installed and maintained at all times the equipment is in use.

If the Department determines that any equipment is deficient in safety devices, the contractor shall remove the equipment from service immediately and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the department. Inspection of the contractor's equipment by the department shall not relieve the contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the Contractor's equipment, nor will it relieve the contractor of the responsibility to meet the established time for completion of the mowing cycle.

Mowing and trimming equipment shall be maintained so as to produce a clean, sharp cut at all times. The contractor shall furnish sufficient resources to accomplish the work satisfactorily within the specified cycle time.

**Method of Operation:**
The contractor shall not begin any cutting cycle without notification to the Department. Contractor will be expected to respond and begin work within five working days of notification. Contractor shall notify the Department when a cycle is started and when work is interrupted for any reason. All mowing and trimming shall progress concurrently within the limits of the area to be worked. Each cutting cycle is to be completed in its entirety prior to beginning another cycle. When work by County forces, other contractors or weather conditions prevent the Contractor from cutting any areas, and such conditions are eliminated during the period designated for that mowing cycle, the Department may require the Contractor to cut these areas as part of the cycle without penalty for exceeding the time allowed or additional compensation.

The contractor shall exercise the necessary care to preclude any source of litter by the contractor's operation. All work to be performed during daylight hours.

**Quality:**
All grass and vegetation shall be cut to a minimum height of six (6) inches. No streaking or scalping shall be allowed in the areas mowed. The height of all grasses and vegetation on slopes or around appurtenances when cut using hand tools shall be cut to the same height and quality as the surrounding mowed area. Negligence by the contractor which results in property damage public or private shall be repaired or replaced by the contractor to the satisfaction of the Department at no additional cost to the Department. Repairs or replacement should be completed prior to the submission of the contractor's invoice for work accomplished during the cycle. The Contractor is not required to remove

PD 17-18.051, Escambia County Waste Services Large Machine Mowing at Perdido Landfill

grass or other vegetation cuttings from the areas mowed or required to rake or pick up the cuttings. The Contractor is responsible for complying with Department's Personal Protective Equipment Policy while performing work for the Department. Policy can be obtained from Waste Services.

**Contractor Liability:**
Negligence by the Contractor resulting in public or private property damage, and/or injury to persons shall be remedied by the Contractor to the satisfaction of the Department at no additional cost to the Department. Repairs or replacement should be completed prior to the submission of the Contractor's invoice for work accomplished during the cycle.

**Final Acceptance for Payment:**
Waste Services reserves the right to withhold payment for services if the Department has reasonable doubt as to the integrity of any part of the completed work prior to final acceptance. The Department will not allow payment until the Contractor has remedied the work to the satisfaction of the Department. The Department reserves the right to cancel contract if due diligence is not provided to satisfactorily comply with all requirements of this contract.

**Maintenance Schedule for Perdido Landfill**

| Service | OCT | APR | MAY | JUN | JUL | AUG | SEP |
|---|---|---|---|---|---|---|---|
| Mow Existing Vegetation | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Mow Beulah Rd: Kingsfield Rd to Range | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Mow North Side of Range Road to Gate | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Mow Gulf Power Road to the Flare | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Trim Air Injection Pipes | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Trim Landfill Gas Boundary Probes | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Trim Surface Monitoring Points | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Trim Groundwater Wells | 1 | 1 | 1 | 1 | 1 | 1 | 1 |

PD 17-18.051, Escambia County Waste Services Large Machine Mowing at Perdido Landfill

# SIGN AND RETURN THIS FORM WITH YOUR BIDS**

**SOLICITATION, OFFER AND BID FORM**
**SUBMIT OFFERS TO:**
**Paul Nobles, CPPO, CPPB, FCN, FCCM**
**Purchasing Manager**
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)595-4980 Fax No: (850) 595-4805

**ESCAMBIA COUNTY FLORIDA**

**Invitation to Bid**

Escambia County Waste Services Large Machine Mowing at Perdido Landfill

**SOLICITATION NUMBER: PD 17-18.051**

## SOLICITATION

MAILING DATE: April 17, 2018
OFFERS WILL BE RECEIVED UNTIL: **3:00 p.m., CST, April 30, 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 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: 59-3735170

TERMS OF PAYMENT: Net 30

DELIVERY DATE WILL BE 10 DAYS AFTER RECIEPT OF PURCHASE ORDER

VENDOR NAME: Gulf Coast Environmental Contractors, Inc.

ADDRESS: 1765 E. Nine Mile Rd. Ste. 1, #110

CITY, ST. & ZIP: Pensacola, FL 32514

PHONE NO.: (850) 433-1770

TOLL FREE NO.: ( ) N/A

FAX NO.: (850) 435-9326

REASON FOR NO OFFER: N/A

BID BOND ATTACHED $ 1,000.00

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

Tracy Hayes, President
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/proposer's offer shall result in this bid/proposal being rejected as non-responsive.***

## BID FORM

| Service Performed | Est. Quantity | Unit of Measure | Unit Price | Annual Service | Unit of Measure | Annual Cost |
|---|---|---|---|---|---|---|
| Mow Existing Vegetation | 109 | Acres | 61.00 | 7 | Months | ~~$0.00~~ 46,543.00 |
| Mow Beulah Road Kingsfield Road to Range Road | 6.25 | Acres | 70.00 | 7 | Months | ~~$0.00~~ 3,062.50 |
| Mow Gulf Power Road and around Flare | 2.25 | Acres | 70.00 | 7 | Months | ~~$0.00~~ 1,102.50 |
| Trim Air Injection Pipes | 4 | Each | 15.00 | 7 | Months | ~~$0.00~~ 420.00 |
| Trim Groundwater Monitoring Wells | 24 | Each | 14.00 | 7 | Months | ~~$0.00~~ 2,352.00 |
| Trim Landfill Boundary Probes | 8 | Each | 15.00 | 7 | Months | ~~$0.00~~ 840.00 |
| | | | | | Total | ~~$0.00~~ 54,320.00 |



EXHIBIT B

PD 17-18.051, Escambia County Waste Services Large Machine Mowing at Perdido Landfill

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 X

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date 4/26/18 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 P01000074406

Occupational License No. 73349

Person to contact concerning this bid:

Name: Scott Hayes OR Kyle Brown

Phone: 850-776-9968 OR 850-776-9712

Email: Kyle@gcecinc.com

Person to contact for emergency service:

Name: Kyle Brown

Phone: 850-776-9712

Email: Kyle@gcecinc.com

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16879** **County Administrator's Report 14. 22.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 10/03/2019
**Issue:** Approval to Issue Fiscal Year 2019-2020 Purchase Orders in Excess of $50,000
**From:** Pat Johnson, Department Director
**Organization:** Waste Services
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2019/2020 Purchase Orders, in Excess of $50,000, for the Waste Services Department - Patrick T. Johnson, Waste Services Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders, in excess of $50,000, for the Fiscal Year 2019-2020, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements as provided, for the Waste Services Department as follows:

| | Vendor/Contractor | Amount | Contract Number |
|---|---|---|---|
| A. | Blue Arbor Staffing & Employee Screening, Inc.<br>Vendor Number: 023818<br>Employment Services, Term<br><br>Fund: 401 Solid Waste Fund<br>Cost Center: 230301 (Administration)<br>Cost Center: 230304 (EEQ)<br>Cost Center: 230306 (Recycling)<br>Cost Center: 230307 (Transfer Station)<br>Cost Center: 230314 (Operations) | $260,000 | PD 17-18.055<br>BCC 08-02-18; Renewal BCC 08-15-19<br>Exp: 08-17-20 |
| B. | Bridgestone Americas, Inc.<br>d/b/a Southern Tire Mart, LLC.<br>Vendor Number: 426199<br>Repairs and Maintenance<br><br>Fund: 401 Solid Waste Fund | $135,000 | FL Sheriffs Assoc.<br>FSA 19-TRS21.0<br>06/03/19 - 02/28/22 |

| | | | |
|---|---|---|---|
| | Cost Center: 230301 (Administration)<br>Cost Center: 230304 (EEQ)<br>Cost Center: 230306 (Recycling)<br>Cost Center: 230307 (Transfer Station)<br>Cost Center: 230314 (Operations) | | |
| C. | Gulf Coast Environmental Contractors, Inc.<br>Vendor Number: 060214<br>Repairs and Maintenance<br>Large Machine Mowing Perdido Landfill<br><br>Fund: 401 Solid Waste Fund<br>Cost Center: 230314 (Operations) | $70,000 | PD 17-18.051<br>Renewal Pending (BCC: 10-03-19) |
| D. | LFG Technologies, Inc.<br>Vendor Number: 120081<br>Other Contractual Services and Repairs and Maintenance<br>For Gas to Energy System<br><br>Fund: 401 Solid Waste Fund<br>Cost Center: 230308 (Gas to Energy) | $100,000 | PD 07-08.111<br>5YR Operations & Maintenance Agreement Extended by BCC 05-15-14 |
| E. | Perma Fix of Florida, Inc.<br>Vendor Number: 422111<br>Other Contractual Services<br>Collection and Disposal Household Hazardous Waste<br><br>Fund: 401 Solid Waste Fund<br>Cost Center: 230306 (Recycling) | $200,000 | PD 18-19.010<br>BCC 02-07-19 |
| F. | Auto, Truck & Industrial Parts & Supply, Inc.<br>Vendor Number: 015006<br>Lubrication Products, Anti-freeze And Brake Fluid<br><br>Fund: 401 Solid Waste Fund<br>Cost Center: 230306 (Recycling)<br>Cost Center: 230307 (Transfer Station)<br>Cost Center: 230314 (Operations) | $70,000 | PD 18.19.038<br>BCC 06-20-19 |
| G. | SETCO, Inc.<br>Vendor Number: V0000393<br>Solid Rubber Tires for 966 Loaders<br><br>Fund: 401 Solid Waste Fund<br>Cost Center: 230307 (Transfer Station) | $88,000 | FL Sheriffs Assoc<br>FSA 19-TRS21.0<br>06/03/19 - 02/28/22 |

| | | | |
|---|---|---|---|
| H. | Thompson Tractor<br>Vendor Number: 201640<br>Repairs and Maintenance/Rentals<br><br>Fund: 401 Solid Waste Fund<br>Cost Center: 230304 (EEQ)<br>Cost Center: 230306 (Recycling)<br>Cost Center: 230307 (Transfer Station)<br>Cost Center: 230308 (Gas to Energy)<br>Cost Center: 230309 (Closed Landfills)<br>Cost Center: 230314 (Operations)<br>Cost Center: 230315 (Projects)<br>Cost Center: 230316 (Saufley Landfill) | $625,000 | Original Equipment Manufacturer |
| I. | General Paving and Drainage Contract<br>Paving and Drainage Projects<br><br>Fund: 401 Solid Waste Fund<br>Cost Center: 230306 (Recycling)<br>Cost Center: 230307 (Transfer Station)<br>Cost Center: 230308 (Gas to Energy)<br>Cost Center: 230309 (Closed Landfills)<br>Cost Center: 230314 (Operations)<br>Cost Center: 230315 (Projects)<br>Cost Center: 230316 (Saufley Landfill)<br><br>1. Allsouth Construction Services, LLC<br>Vendor No. 420550<br>2. B&W Utilities, Inc.<br>Vendor No.: 420661<br>3. Chavers Construction, Inc.<br>Vendor No. 032335<br>4. Gulf Atlantic Constructors, Inc.<br>Vendor No. 843895<br>5. Gulf Marine Construction, Inc.<br>Vendor No: 072896<br>6. Heaton Brothers Construction Company, Inc.<br>Vendor No.: 081314<br>7. J. Miller Construction, Inc.<br>Vendor No. 133404<br>8. Midsouth Paving, Inc.<br>Vendor No. 133305<br>9. Panhandle Grading & Paving, Inc.<br>Vendor No. 160114<br>10. Principle Properties, Inc.<br>Vendor No.: 420785<br>11. Roads, Inc. of NWF | $600,000 | PD 16-17.081<br>BCC 11-30-17; Renewed 12-01-18<br>BCC 12-06-18 |

| | | | |
|---|---|---|---|
| | Vendor No. 182328<br>12. Site and Utility, LLC.<br>Vendor No.: 420683<br>13. Utility Service Company, Inc.<br>Vendor No. 211593 | | |
| J. | Award Purchase Orders for Continuing Professional Services -Environmental Compliance; Sanitary Engineers<br><br>Fund 401 Solid Waste Fund<br>Cost Center: 230304 (EEQ)<br>Cost Center: 230306 (Recycling)<br>Cost Center: 230307 (Transfer Station)<br>Cost Center: 230308 (Gas to Energy)<br>Cost Center: 230309 (Closed Landfills)<br>Cost Center: 230314 (Operations)<br>Cost Center: 230315 (Projects)<br>Cost Center: 230316 (Saufley Landfill)<br><br>1. Jones Edmunds & Associates, Inc.<br>Vendor No: 100699<br>2. HDR Engineering Inc<br>Vendor No: 080064<br>3. Geosyntec Consultants<br>Vendor No: 071236 | $100,000 | PD 02-03.79 |
| K. | Roadway Materials Pricing Agreement<br><br>Fund: 401 Solid Waste Fund<br>Cost Center: 230309 (Closed Landfills)<br>Cost Center: 230314 (Operations)<br>Cost Center: 230315 (Projects)<br>Cost Center: 230316 (Saufley Landfill)<br><br>1. Roads, Inc of NWF<br>Vendor No: 182328<br>2. Panhandle Grading and Paving, Inc.<br>Vendor No: 160114<br>3. Midsouth Paving, Inc.<br>Vendor No: 133305 | $350,000 | PD 17-18.096<br>BCC 11-01-18 |
| L. | D&D Welding & Design, Inc.<br>Vendor No: 040138<br><br>Fund: 401 Solid Waste Fund<br>Cost Center: 230307 | $100,000 | Annual allocation for repairs/maintenance of walking floor trailers |

| | | | |
|---|---|---|---|
| M. | Gulf City Body & Trailer Works, Inc.<br>Vendor No: 072460<br><br>Fund: 401 Solid Waste Fund<br>Cost Center: 230307 | $75,000 | Annual allocation for repairs/maintenance of walking floor trailers |

**BACKGROUND:**

The issuance of these Purchase Orders during the first week of October 2019 provides funding for services and activities associated with Environmental Compliance and the operation of the Palafox Transfer Station by the Waste Services Department on behalf of the Board of County Commissioners, to the citizens of Escambia County for Fiscal Year 2020.

**BUDGETARY IMPACT:**

Funds are available in the Budget under Solid Waste Fund (401) in the following Cost Centers: 230301-Administration; 230304 – Environmental Quality; 230306 – Recycling; 230307-SW Transfer Station; 230308- Landfill Gas to Energy; 230309 – SW Closed Landfills; 230314 – SW Operations; 230315 – Projects; and 230316 – Saufley Landfill.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Waste Services Department has coordinated with the Office of Management and Budget, and will work with Purchasing Office Staff to prepare Purchase Orders as needed.

---

**Attachments**

Blue Arbor Backup

Bridgestone Americas Backup

Gulf Coast Environmental Backup

LFG Technologies Backup

Perma Fix Backup
Auto Truck Indust. Parts Inc Backup
SETCO Backup
General Paving and Drainage Backup
Professional Svcs Agrmt Backup
Roadway Materials Pricing Backup

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

8. Recommendation: That the Board adopt the Resolution [R2018-84] approving Supplemental Budget Amendment #157, General Fund (001), in the amount of $28,568, to recognize the Sheriff's off-duty officer, auto repairs, investigative costs, and miscellaneous reimbursements/fees; and to appropriate these funds back into the Sheriff's Administrative Budget to offset operational expenses.

| | |
|---|---|
| **Motion:** To approve Consent Agenda Items 1 through 15, with the exception of Item 12 | |
| **Made by:** Commissioner Underhill | **Seconded:** Commissioner Robinson |
| **Disposition:** Carried unanimously | |
| **Audio:** | |

9. Recommendation: That the Board award an Indefinite Quantity, Indefinite Delivery Contract for Temporary Labor Services for the Escambia County Board of County Commissioners, per Specification Number PD 17-18.055, to Blue Arbor, Inc., and JJW Services, Inc. D/B/A Accustaff, Inc., and authorize the County Administrator to sign the Agreement for Temporary Labor Services with Blue Arbor, Inc., and JJW Services, Inc. D/B/A Accustaff, Inc., for a period of 12 months, renewable for 2 additional 12-month periods, for a total of 36 months, in the approximate amount of $3,200,000 (projected Fiscal Year 2018-2019 Budget), per the following:

   A. Lot 1 - General Temporary Labor Services (Countywide) - Blue Arbor, Inc. - $2,500,000; effective upon award and execution of the Agreement;

   B. Lot 2 - Temporary Labor Services for the Bob Sykes Toll Collection - JJW Services, Inc. D/B/A Accustaff, Inc. - $410,000; effective September 01, 2018; and

   C. Lot 3 - Escambia County Youth Employment - Blue Arbor, Inc. - $300,000; effective at the beginning of the 2018-2019 Fiscal Year Budget.

(Continued on Page 21)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Continued…

[Funding:

**Lot 1:**

- Building Inspections - Fund Code 406, Building Inspection Fund; Cost Center 250111, Building Inspections Admin; Object Code 53401, Other Contractual Services; $55,200.
- Community Affairs - Fund Code 352, Local Option Sales Tax (LOST) III; Cost Center 320201, Comm Svcs Administration; Object Code 53401, Other Contractual Services; $65,280.
- Community & Environment - Fund Code 129, CDBG Entitlement Funds; Cost Center 370232, 2018 CDBG Other; Object Code 53401, Other Contractual Services; $10,000.
- County Attorney - Fund Code 001, General Fund; Cost Center 110601, County Atty Admin; Object Code 53401, Other Contractual Services; $10,000.
- Facilities Management - Fund Code 001, General Fund; Cost Center 310202, Custodial; Object Code 53401, Other Contractual Services; $140,925.
- Library Services - Fund Code 113, Library Fund; Cost Center 110501, Operations; Object Code 53401, Other Contractual Services; $490,926.
- Public Safety - Fund Code 408, Emergency Medical Services; Cost Center 330603, EMS Billing Ops; Object Code 53401, Other Contractual Services; $25,077.76.
- Public Works Engineering - Fund Code 352, LOST III; Cost Center 210107, Transportation & Drainage; Object Code 53401, Other Contractual Services; $200,000.
- Public Works Engineering - Fund Code 353, LOST IV; Cost Center 210106,; Object Code 53401, Other Contractual Services; $200,000.
- Parks & Recreation - Fund Code 352, LOST III; Cost Center 360229; Object Code 53401, Other Contractual Services; $117,372.17.
- Development Services - Fund Code 116, Development Review Fee; Cost Center 211902, Development Engineering; Object Code 53401, Other Contractual Services; $60,000.
- Fund Code 001, General Fund; Cost Center 221001 Land Management Section; Object Code 53401, Other Contractual Services; $ 5,000.
- Fund Code 110, Other Grants & Projects; Cost Center 221011, Urban & Community Forestry; Object Code 53401, Other Contractual Services; $15,000.

(Continued on Page 22)

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Continued…

- Fund Code 108, Tourist Promotion; Cost Center 220805, 4th Cent Marine Recreation; Object Code 53401, Other Contractual Services; $8,000.
- Fund Code 102, Economic Development Fund; Cost Center 360704, Econ Dev Operating; Object Code 53401, Other Contractual Services; $35,000.
- Fund Code 101, Escambia County Restricted Fund; Cost Center 221018, Natural Pollutant Discharge System; Object Code 53401, Other Contractual Services; $5,000.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230301, Solid Waste Admin; Object Code 53401, Other Contractual Services; $15,000.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230304, Environmental Quality; Object Code 53401, Other Contractual Services; $8,000.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230306, Recycling; Object Code 53401, Other Contractual Services; $39,000.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230307, SW Transfer Station; Object Code 53401, Other Contractual Services; $58,000.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230314, SWM Operations; Object Code 53401, Other Contractual Services; $110,000.
- Santa Rosa Island - Fund Code 001, General Fund; Cost Center 211401, SRI Public Works; Object Code 53401, Other Contractual Services; $250,000.
- Board of County Commissioners - Fund Code 001, General Fund; Cost Center 110101, Board of County Commissioners; Object Code 53401, Other Contractual Services; $80,000.
- County Administrator - Fund Code 001, General Fund; Cost Center 110302, County Administrator's Office; Object Code 53401, Other Contractual Services; $8,000.

**Lot 2: $410,000**

Fund Number 167; Cost Center 140301; Object Code 53401, Other Contractual Services.

(Continued on Page 23)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Continued…

**Lot 3: $300,150**

[Fund Number 001, General Fund; Cost Center 53000; Object Code 53401, Other Contractual Services]

| | |
|---|---|
| **Motion:** To approve Consent Agenda Items 1 through 15, with the exception of Item 12 | |
| **Made by:** Commissioner Underhill | **Seconded:** Commissioner Robinson |
| **Disposition:** Carried unanimously | |
| **Audio:** | |

10. Recommendation: That the Board approve, and authorize the County Administrator to sign, the Agreement between Escambia County, Florida, and George A. Smith, M.D., per the terms and conditions of PD 17-18.034, Part-Time Physician Services, Escambia County Jail, for a term of 36 months, with an option to renew for two successive twelve-month periods, in the amount of $110 per hour, for the satisfactory performance of 20 or less hours per week of physician services at the Escambia County Jail. The annual contract amount for all services performed shall not exceed the maximum amount of $105,600 per year.

[Funding: Fund 001, General Fund, Cost Center 290402, Object Code 53101]

| | |
|---|---|
| **Motion:** To approve Consent Agenda Items 1 through 15, with the exception of Item 12 | |
| **Made by:** Commissioner Underhill | **Seconded:** Commissioner Robinson |
| **Disposition:** Carried unanimously | |
| **Audio:** | |

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

15. Recommendation: That the Board approve the first of two one-year renewals for an Indefinite Quantity, Indefinite Delivery Contract for Temporary Labor Services for the Escambia County Board of County Commissioners, per the terms and conditions of PD 17-18.055, to Blue Arbor, Inc., and JJW Services, Inc. d/b/a Accustaff, Inc. The renewal is for the projected Fiscal Year 2019-2020, to commence on August 17, 2019, and end on August 17, 2020.

A. Lot 1 - General Temporary Labor Services (Countywide) - Blue Arbor, Inc. - effective upon award and execution of the Agreement;

B. Lot 2 - Temporary Labor Services for the Bob Sikes Toll Collection - JJW Services, Inc. D/B/A Accustaff, Inc. - effective August 17, 2019; and

C. Lot 3 - Escambia County Youth Employment - Blue Arbor, Inc. - effective at the beginning of the 2019-2020 Fiscal Year Budget.

For a period of 12 months, the Funding for Lots 1, 2, and 3 are as follows:

[Funding:

**LOT 1:**
**Building Inspections** - Fund Code 406, Building Inspection Fund; Cost Center 250111, Building Inspections Admin; Object Code 53401, Other Contractual Services; $55,200.00
**Community Affairs** - Fund Code 352, LOST III; Cost Center 320201, Comm Svcs Administration; Object Code 53401, Other Contractual Services; $65,280.00
**Community & Environment** - Fund Code 129, CDBG Entitlement Funds; Cost Center 370234, 2019 CDBG Admin; Object Code 53401, Other Contractual Services; $15,500.00
**County Attorney** - Fund Code 001, General Fund; Cost Center 110601, County Atty Admin; Object Code 53401, Other Contractual Services; $10,000.00
**Facilities Management** - Fund Code 001, General Fund; Cost Center 310202, Custodial; Object Code 53401, Other Contractual Services; $140,925.00
**Library Services** - Fund Code 113, Library Fund; Cost Center 110501, Operations; Object Code 53401, Other Contractual Services; $490,926.00
**Public Safety** - Fund Code 408, Emergency Medical Services; Cost Center 330603, EMS Billing Ops; Object Code 53401, Other Contractual Services; $25,077.76
**Engineering Construction Management** - Fund Code 352, LOST III; Cost Center 210107, Construction Management; Object Code 56301, Other Contractual Services; $100,000.00

(Continued on Page 24)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

15. Continued…

**Engineering Construction Management** - Fund Code 353, LOST IV; Cost Center 210106, Construction Management; Object Code 56301, Other Contractual Services; $200,000.00
**Engineering Construction Management** - Fund Code 175, Transportation Trust Fund; Cost Center 211602, Construction Management; Object Code 53401, Other Contractual Services; $5,000.00
**Engineering Construction Management** - Fund Code 175, Transportation Trust Fund; Cost Center 211101, Construction Management; Object Code 53401, Other Contractual Services; $500.00
**Engineering Transportation and Traffic** - Fund Code 175, Transportation Trust Fund; Cost Center 211201, Transportation and Traffic; Object Code 53401, Other Contractual Services; $50,000.00
**Parks & Recreation** - Fund Code 353, LOST IV; Cost Center 350221; Object Code 53401, Other Contractual Services;
Development Services - Fund Code 116, Development Review; Cost Center 240302, Planning Development Rev; Object Code 53401, Other Contractual Services; $60,000.00
**Natural Resources** - Fund Code 001, General Fund; Cost Center 221001 Land Management Section; Object Code 53401, Other Contractual Services; $14,700.00
Fund Code 117, PK Beach Mouse Fund, Cost Center 220335, Object Code 53401, Other Contractual Services, Perdido Key Beach Mouse, Object Code 53401, Other Contractual Services; $25,000.00
Fund Code 110, Other Grants & Projects; Cost Center 221011, Urban & Community Forestry; Object Code 53401, Other Contractual Services; $15,000.00
Fund Code 108, Tourist Promotion; Cost Center 220805, 4th Cent Marine Recreation; Object Code 53401, Other Contractual Services; $8,000.00
Fund Code 101, Escambia County Restricted Fund; Cost Center 221018, Natural Pollutant Discharge System; Object Code 53401, Other Contractual Services; $14,700.00
**Waste Services** - Fund Code 401, Waste Services Fund; Cost Center 230301, Waste Services Admin; Object Code 53401, Other Contractual Services; $20,000.00
**Waste Services** - Fund Code 401, Waste Services Fund; Cost Center 230304, Environmental Quality; Object Code 53401, Other Contractual Services; $8,000.00
**Waste Services** - Fund Code 401, Waste Services Fund; Cost Center 230306, Recycling; Object Code 53401, Other Contractual Services; $47,000.00
**Waste Services** - Fund Code 401, Waste Services Fund; Cost Center 230307, SW Transfer Station; Object Code 53401, Other Contractual Services; $47,000.00

(Continued on Page 25)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

15. Continued…

**Waste Services** - Fund Code 401, Waste Services Fund; Cost Center 230314, SWM Operations; Object Code 53401, Other Contractual Services; $124,000.00
Santa Rosa Island - Fund Code 001, General Fund; Cost Center 211401, SRI Public Works; Object Code 53401, Other Contractual Services; $250,000.00
**Board of County Commissioners** - Fund Code 001, General Fund; Cost Center 110101, Board of County Commissioners; Object Code 53401, Other Contractual Services; $90,000.00
**County Administrator** - Fund Code 001, General Fund; Cost Center 110302, County Administrator's Office; Object Code 53401, Other Contractual Services; $18,000.00

**Lot 2:**
Fund Number 167, Bob Sikes Toll; Cost Center 140301; Object Code 53401, Other Contractual Services; $275,000.00

**Lot 3:**
Fund Number 001, General Fund; Cost Center 53000; Object Code 53401, Other Contractual Services; $300,150.00]

| |
|---|
| **Motion:** Move the balance in the affirmative<br>**For Information:** The "balance" refers to Budget/Finance Consent Agenda Items 1 through 23, with the exception of Items 4, 11, 14, and 20, which were held for separate votes. CAR II-21 was also voted on separately. |
| **Made by:** Commissioner Underhill<br>**Seconded by:** Commissioner Barry |
| **Disposition:** Carried 4-0, with Commissioner Bergosh absent |

Protecting, Leading & Uniting...since 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519
p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org

Date: June 3, 2019

To: All Perspective Participants

From: Steve Casey, Executive Director
Sarrah Glassner, Deputy Executive Director
Craig Chown, CPP Manger
Annette Grissom, CPP Coordinator II
Lisa Gregor, CPP Coordinator

Re: Contract Number FSA 19-TRS21.0 - Tires

We are pleased to announce that the Florida Sheriffs Association has successfully completed its 21st nationwide cooperative bid for tires. This contract is in effect beginning June 3, 2019 through February 28, 2022.

This year's bid has 10 tire specifications which include:

- Specification 1: Law Enforcement Pursuit and Emergency High Speed Vehicle Tires;
- Specification 2: Passenger Vehicle Tires;
- Specification 3: Light Truck & Related Vehicle Tires;
- Specification 4: Commercial Truck & Related Vehicle Tires;
- Specification 5: Off Road Equipment Tires;
- Specification 6: Agricultural Farm & Implement Tires;
- Specification 7: Specialty Tires;
- Specification 8: Off the Road (OTR) Solid Rubber Moulded Tires;
- Specification 9: Press on Solid Rubber Tires;
- Specification10: Industrial - Solid Rubber Tires

The competitive process for this award began in December 2018, when stakeholders were surveyed regarding procurement needs. Specifications were developed based on prior year activity and new additions were added based on survey results and the Fleet Advisory Committee's review of commodities.

On April 5, 2019, a direct notification was sent to nine (9) prospective bidders to register for qualification to participate in the bid process. An advertisement of the Invitation to Bid (ITB) was placed within the Florida Administrative Weekly on March 28, 2019 and again on April 5, 2019. From this ITB, 6 bidders responded to the pre-bid meeting registration. Of these respondents, 6 submitted bids and 6 qualified, responsive bidders were awarded after a review by the FSA Fleet Advisory Committee and FSA Cooperative Purchasing Program staff.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions to procure this contract.

Contract prices are extended and guaranteed to any local government or political subdivision of the state, public educational institutions, other public agencies or authorities with the State of Florida, and other entities approved by the manufacturer to participate in this contract.

Out of state sales are permitted under this contract. All purchasers are bound by their local governing purchasing ordinances, rules and regulations.

All awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

List of Awards for FSA 19-TRS21.0 – Tires Include:

- **Bridgestone** – Specifications 1-6;
- **Continental** – Specifications 1–7, and 9-10;
- **Goodyear** – Specifications 1-5;
- **Maxam** – Specifications 5, and 8-10;
- **Michelin** – Specifications 1-7;
- **Setco** – Specifications 8-9

## TIRE CONTRACT: FSA 19-TRS21.0

## TIRE MANUFACTURER AUTHORIZED SALES AND SERVICE CENTERS

## MANUFACTURER NAME: Bridgestone Americas Tire Operations LLC
## MANUFACTURER FEIN #: 88-0335067

| Manufacturer Authorized Sales & Service Center Name | Tire Brands | Street Address | City | County | Zip Code | Telephone # | E-Mail To Accept Purchase Orders | MWBE Status (if available) |
|---|---|---|---|---|---|---|---|---|
| CITY BOY'S TIRE & BRAKE OF ALACHUA | Varies by dealer | 14570 NW HWY 441 | ALACHUA | ALACHUA | 32615-8204 | (386) 462-3887 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 369 W HIGHWAY 436 | ALTAMONTE SPRINGS | SEMINOLE | 32714 | (407)869-5500 | Not Available | |
| ACTION GATOR TIRE | Varies by dealer | 2213 E SEMORAN BLVD. | APOPKA | ORANGE | 32703-5734 | (407) 880-2488 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 6058 | BS,FS, PW | 2409 E SEMORAN BLVD | APOPKA | ORANGE | 32703 | (407)880-9688 | Not Available | |
| ARCHER AUTOMOTIVE | Varies by dealer | 15901 SW ARCHER RD | ARCHER | ALACHUA | 32618-5617 | (352) 495-2485 | Not Available | |
| LAYES TIRE SERVICE | Varies by dealer | 1092 LOCKE ST | AVON PARK | HIGHLANDS | 33825 | (863)453-3333 | Not Available | |
| GCR TIRES & SERVICE | Varies by dealer | 625 W MAIN ST | BARTOW | POLK | 33830-3660 | (863) 533-0368 | Not Available | |
| AKRON TIRE CO INC | Varies by dealer | 41 SE AVENUE C | BELLE GLADE | PALM BEACH | 33430-3525 | (561) 996-6556 | Not Available | |
| BOULEVARD TIRE CENTER | Varies by dealer | 9965 SE 58TH ST | BELLEVIEW | MARION | 34420 | (386) 547-0924 | Not Available | |
| GEORGES WHOLESALE TIRE | Varies by dealer | 3260 N. LECANTO HIGHWAY | BEVERLY HILLS | CITRUS | 34465 | (352) 527-1712 | Not Available | |
| TIREXCHANGE | Varies by dealer | 7618 NW 6TH AVE | BOCA RATON | PALM BEACH | 33487 | 561/995/7250 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | Varies by dealer | 1259 N FEDERAL HWY | BOCA RATON | PALM BEACH | 33432 | (561)392-5080 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5069 | BS,FS, PW | 80 NW SPANISH RIVER BLVD | BOCA RATON | PALM BEACH | 33431 | (561)392-8400 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5076 | BS,FS, PW | 23245 ST RD 7 | BOCA RATON | PALM BEACH | 33428 | (561)883-0307 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5019 | BS,FS, PW | 9050 BONITA BEACH RD SE | BONITA SPRINGS | LEE | 34135 | (239)495-7995 | Not Available | |
| EASY PAY TIRE | Varies by dealer | 619 N. FEDERAL HWY. | BOYNTON BEACH | PALM BEACH | 33435 | (561) 732-2696 | Not Available | |
| HAGAN RANCH SHELL | Varies by dealer | 7450 BOYNTON BEACH BLVD. | BOYNTON BEACH | PALM BEACH | 33437 | (561) 733-5751 | Not Available | |
| NOTED AUTOMOTIVE | Varies by dealer | 606 WEST INDUSTRIAL AVE | BOYNTON BEACH | PALM BEACH | 33426-3651 | (561) 736-3833 | Not Available | |
| TILDEN TIRE & AUTO | Varies by dealer | 12550 S MILITARY TRL | BOYNTON BEACH | PALM BEACH | 33436-5843 | (954) 638-0944 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 9780 S MILITARY TRL | BOYNTON BEACH | PALM BEACH | 33436 | (561)736-3602 | Not Available | |
| CALLAGHAN TIRE | Varies by dealer | 1511 38TH AVE., E. | BRADENTON | MANATEE | 34208-4651 | (941) 746-6188 | Not Available | |
| CALLAGHAN TIRE | Varies by dealer | 3615 15TH ST E | BRADENTON | MANATEE | 34208 | 941-747-6189 | Not Available | |
| EXPRESS OIL CHANGE & TIRE ENGINEERS | Varies by dealer | 3015 53RD AVE EAST | BRADENTON | MANATEE | 34203-4319 | (42) 380-0200 | Not Available | |
| MAVIS TIRE SUPPLY | Varies by dealer | 2103 JAMES L. REDMAN PARKWAY | BRADENTON | MANATEE | 33563-0000 | (813) 756-2485 | Not Available | |
| MAVIS TIRE SUPPLY | Varies by dealer | 6008 LAKEWOOD RANCH BLVD | BRADENTON | MANATEE | 34211-2113 | (941) 238-0193 | Not Available | |
| TIRES PLUS | BS,FS, PW | 5703 MANATEE AVE W | BRADENTON | MANATEE | 34209 | (941) 792-7603 | Not Available | |
| CALLAGHAN TIRE | Varies by dealer | 1301 44TH AVE E | BRADENTON | MANATEE | 34203 | (941)751-1577 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 303 US 301 BLVD WEST | BRADENTON | MANATEE | 34205 | (941)748-5730 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 6205 14TH ST W | BRADENTON | MANATEE | 34207 | (941)755-0210 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 7081 | BS,FS, PW | 7115 SR 70 E | BRADENTON | MANATEE | 34203 | (941)752-9500 | Not Available | |
| MAVIS TIRE SUPPLY | Varies by dealer | 3335 BEECH RIDGE CT. | BRADFORDVILLE | LEON | 32312 | (850) 688-1196 | Not Available | |
| MAVIS TIRE SUPPLY | Varies by dealer | 841 LITHIA PINECREST ROAD | BRANDON | HILLSBOROUGH | 33511-6193 | (813) 982-3500 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 1501 W BRANDON BLVD | BRANDON | HILLSBOROUGH | 33511 | (813)685-4558 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5085 | BS,FS, PW | 820 E BLOOMINGDALE AVE | BRANDON | HILLSBOROUGH | 33511 | (813)643-7475 | Not Available | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| MILLER BROS. GIANT TIRE SVC | Varies by dealer | 11430 CAMP MINE RD | BROOKSVILLE | HERNANDO | 34601 | (352)797-9205 | Not Available | |
| TOPLINE TIRE & AUTO CENTER | Varies by dealer | 13251 CORTEZ BLVD. | BROOKSVILLE | HERNANDO | 34613 | 352/596/6613 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5028 | BS,FS, PW | 925 S BROAD ST | BROOKSVILLE | HERNANDO | 34601 | (352)799-2991 | Not Available | |
| BOULEVARD TIRE CENTER | Varies by dealer | 201 N. STATE ST. | BUNNELL | FLAGLER | 32110-8024 | (386) 586-6088 | Not Available | |
| A-1 TIRE CENTER | Varies by dealer | 228 HWY 29 SOUTH | CANTONMENT | ESCAMBIA | 32533-1453 | (850) 968-4442 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 2502 SKYLINE BLVD | CAPE CORAL | LEE | 33914 | (239) 242-0691 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 1003 CAPE CORAL PKWY E | CAPE CORAL | LEE | 33904 | (239)542-5982 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 1919 DEL PRADO BLVD S | CAPE CORAL | LEE | 33990 | (239)772-8844 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5050 | BS,FS, PW | 2310 DEL PRADO BLVD S | CAPE CORAL | LEE | 33990 | (239)772-4997 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5086 | BS,FS, PW | 155 HANCOCK BRIDGE PKWY | CAPE CORAL | LEE | 33990 | (239)458-0200 | Not Available | |
| ACTION GATOR TIRE | Varies by dealer | 980 N. SEMORAN BLVD. | CASSELBERRY | SEMINOLE | 32707-5637 | (407) 331-6868 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 350 SEMORAN BLVD | CASSELBERRY | SEMINOLE | 32707 | (407)339-2810 | Not Available | |
| TIRE MART OF CHIEFLAND | Varies by dealer | 1530 NW 26THE AVE | CHIEFLAND | LEVY | 32626 | (352)-493-0013 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 2009 SUNNYDALE BLVD | CLEARWATER | PINELLAS | 33765 | | Not Available | |
| MAVIS TIRE SUPPLY | Varies by dealer | 2165 GULF TO BAY BLVD | CLEARWATER | PINELLAS | 33765-0000 | (727) 431-3101 | Not Available | |
| TIRES PLUS | BS,FS, PW | 2021 SUNNYDALE BLVD | CLEARWATER | PINELLAS | 33765 | (727) 441-3727 | Not Available | |
| CALLAGHAN TIRE | Varies by dealer | 11940 44TH ST N | CLEARWATER | PINELLAS | 33762 | (727)571-3358 | Not Available | |
| MORGAN TIRE & AUTO | Varies by dealer | 1620 N MCMULLEN BOOTH RD | CLEARWATER | PINELLAS | 33759 | (727)725-2563 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5001 | BS,FS, PW | 500 S MISSOURI AVE | CLEARWATER | PINELLAS | 33756 | (727)446-8341 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5023 | BS,FS, PW | 2607 GULF TO BAY BLVD | CLEARWATER | PINELLAS | 33759 | (727)796-2322 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5026 | BS,FS, PW | 2610 COUNTRYSIDE BLVD | CLEARWATER | PINELLAS | 33761 | (727)796-1028 | Not Available | |
| ACTION GATOR TIRE | Varies by dealer | 591 E. HIGHWAY 50 | CLERMONT | LAKE | 34711-3173 | (352) 394-4067 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 2587 S HIGHWAY 27 | CLERMONT | LAKE | 34711 | (352) 243-3832 | Not Available | |
| SHAMROCK AUTOMOTIVE | Varies by dealer | 16409 U.S. HIGHWAY 27 | CLERMONT | LAKE | 34715-7758 | (352) 242-9299 | Not Available | |
| TIRES PLUS | BS,FS, PW | 2625 E HWY 50 | CLERMONT | LAKE | 34711 | (407) 654-6064 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | Varies by dealer | 16747 CAGAN PARK AVE | CLERMONT | LAKE | 34714 | | Not Available | |
| BOULEVARD TIRE CENTER | Varies by dealer | 1609 N COCOA BLVD | COCOA | BREVARD | 32922 | (321)639-3077 | Not Available | |
| GATTO'S TIRE & AUTO SERVICE | Varies by dealer | 510 N COCOA BLVD | COCOA | BREVARD | 32922 | (321) 632-7500 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 6350 STATE ROUTE # 7 ROUTE 441 | COCONUT CREEK | BROWARD | 33073 | (954)481-8856 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5110 | BS,FS, PW | 5524 S FLAMINGO RD | COOPER CITY | BROWARD | 33330 | (954)680-6000 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 6044 | BS,FS, PW | 3820 BIRD RD | CORAL GABLES | MIAMI-DADE | 33146 | (305)444-9888 | Not Available | |
| NORTHBROOK AUTO & TIRE | Varies by dealer | 11220 WILKES ROAD | CORAL SPRINGS | BROWARD | 33076 | (954) 345-9925 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 2020 N UNIVERSITY DR | CORAL SPRINGS | BROWARD | 33071 | (954)753-2302 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5084 | BS,FS, PW | 630 RIVERSIDE DR | CORAL SPRINGS | BROWARD | 33071 | (954)755-5066 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 6015 | BS,FS, PW | 10510 WILES RD | CORAL SPRINGS | BROWARD | 33076 | (954)345-1596 | Not Available | |
| CRYSTAL RIVER FIRESTONE | Varies by dealer | 1010 N. SUNCOAST BLVD. | CRYSTAL RIVER | CITRUS | 34429-5473 | (352) 795-5118 | Not Available | |
| TROTTA TIRE OF MIAMI | Varies by dealer | 19100 SW 106 AVE UNIT 16 | CUTLER BAY | MIAMI-DADE | 33157-7643 | (305) 259-7407 | Not Available | |
| T & J TIRE | Varies by dealer | 20716 US HIGHWAY 301 | DADE CITY | PASCO | 33523 | (352) 583-0987 | Not Available | |
| DAVIE TIRE | Varies by dealer | 5841 ORANGE DR | DAVIE | BROWARD | 33314-3617 | (954) 321-6618 | Not Available | |
| GLENN'S AUTOMOTIVE CENTER | Varies by dealer | 2601 REESE ROAD | DAVIE | BROWARD | 33314-1206 | (954) 792-9293 | Not Available | |
| BOULEVARD TIRE CENTER | Varies by dealer | 4201 S STATE ROAD 7 | DAVIE | BROWARD | 33314 | (954)792-7799 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 2901 S UNIVERSITY DR | DAVIE | BROWARD | 33328 | (954)472-9554 | Not Available | |
| MILLER BROS GIANT TIRE SVC INC | Varies by dealer | 4971 SW 34TH PL | DAVIE | BROWARD | 33314 | (954)321-1755 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 7096 | BS,FS, PW | 7520 ST RT 84 | DAVIE | BROWARD | 33325 | (954)382-9578 | Not Available | |
| BOULEVARD TIRE CENTER | Varies by dealer | 800 S NOVA RD | DAYTONA BEACH | VOLUSIA | 32114 | (386)258-8129 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 1700 INTL SPEEDWAY BLVD | DAYTONA BEACH | VOLUSIA | 32114 | (386)255-3306 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 300 S RIDGEWOOD AVE | DAYTONA BEACH | VOLUSIA | 32114 | (386)255-7444 | Not Available | |
| TIRESOLES OF BROWARD | Varies by dealer | 1865 S POWERLINE RD STE C | DEERFIELD BEACH | BROWARD | 33442 | 954-354-1810 | Not Available | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| SOUTHERN TIRE MART | BS,FS, PW | 285 SAND MINE RD | DEFUNIAK SPRINGS | WALTON | 32435-5736 | (850) 951-2180 | Not Available | |
| FIRESTONE SERVICE CENTER | BS,FS, PW | 618 US HIGHWAY 90 E | DEFUNIAK SPRINGS | WALTON | 32433 | (850)892-3613 | Not Available | |
| BOULEVARD TIRE CENTER | Varies by dealer | 816 S. WOODLAND BLVD. | DELAND | VOLUSIA | 32720-6836 | (386) 734-6447 | Not Available | |
| BOULEVARD TIRE CENTER | Varies by dealer | 1205 BISCAYNE BLVD | DELAND | VOLUSIA | 32724 | (386)740-0279 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5011 | BS,FS, PW | 1130 N WOODLAND BLVD | DELAND | VOLUSIA | 32720 | (386)738-2445 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 217 SE 6TH AVE | DELRAY BEACH | PALM BEACH | 33483 | (561)278-0341 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 5180 W ATLANTIC AVE | DELRAY BEACH | PALM BEACH | 33484 | (561)496-0446 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 7097 | BS,FS, PW | 1801 W ATLANTIC AVE | DELRAY BEACH | PALM BEACH | 33444 | (561)272-9200 | Not Available | |
| ORION INTERNATIONAL | Varies by dealer | 2000 NW 97TH AVE STE 112 | DORAL | MIAMI-DADE | 33122-1527 | (305) 591-1138 | Not Available | |
| BOULEVARD TIRE CENTER | Varies by dealer | 160 SUNBURST RD | DUNDEE | POLK | 33838-4146 | 863-547-9443 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 952 PATRICIA AVE | DUNEDIN | PINELLAS | 34698 | (727)733-4177 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5044 | BS,FS, PW | 2551 S MCCALL RD | ENGLEWOOD | SARASOTA | 34224 | (941)475-6585 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5031 | BS,FS, PW | 2000 S BAY ST | EUSTIS | LAKE | 32726 | (352)357-7645 | Not Available | |
| 4 CORNER TIRE SHOP | Varies by dealer | 5101 POWERLINE ROAD | FORT LAUDERDALE | BROWARD | 33309 | (954) 772-4921 | Not Available | |
| TIRE HUT | Varies by dealer | 1250 SUNRISE BLVD | FORT LAUDERDALE | BROWARD | 33311 | (954) 462-7780 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 1801 NW 40TH AVE | FORT LAUDERDALE | BROWARD | 33313 | (954)739-0993 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 7300 W COMMERCIAL BLVD | FORT LAUDERDALE | BROWARD | 33319 | (954)748-8334 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 9000 CLEARY BLVD | FORT LAUDERDALE | BROWARD | 33324 | (954)423-3300 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 903 S STATE RD 84 | FORT LAUDERDALE | BROWARD | 33315 | (954)522-3755 | Not Available | |
| TIRES PLUS TOTAL CAR CARE | BS,FS, PW | 6221 NW 9TH AVE | FORT LAUDERDALE | BROWARD | 33309 | (954)267-9594 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 6019 | BS,FS, PW | 201 N FEDERAL HWY | FORT LAUDERDALE | BROWARD | 33301 | (954)527-0307 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 6080 | BS,FS, PW | 2625 N UNIVERSITY DR | FORT LAUDERDALE | BROWARD | 33322 | (954)578-8119 | Not Available | |
| BOULEVARD TIRE CENTER | Varies by dealer | 7051 ALICO RD. | FORT MYERS | LEE | 33912-6004 | (239) 267-4701 | Not Available | |
| CALLAGHAN TIRE | Varies by dealer | 2203 ALICIA ST. | FORT MYERS | LEE | 33901-4058 | (239) 334-0105 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 4325 CLEVELAND AVE | FORT MYERS | LEE | 33901 | (239)936-4101 | Not Available | |
| GCR TIRES & SERVICE | Varies by dealer | 4741 LAREDO AVE | FORT MYERS | LEE | 33905-4935 | (239) 334-8229 | Not Available | |
| MARTIN'S GARAGE & TIRE CENTER | Varies by dealer | 5188 PALM BEACH BLVD. | FORT MYERS | LEE | 33905 | (941) 693-5959 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 12876 S CLEVELAND AVE | FORT MYERS | LEE | 33907 | (239)939-7040 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 15155 MCGREGOR BLVD | FORT MYERS | LEE | 33908 | (239)481-8212 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 4420 EXECUTIVE CIR | FORT MYERS | LEE | 33916 | (239)278-3063 | Not Available | |
| MILLER BROS.GIANT TIRE SVC | Varies by dealer | 14341 ALICO RD | FORT MYERS | LEE | 33913 | (954)680-5770 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5016 | BS,FS, PW | 4223 CLEVELAND AVE | FORT MYERS | LEE | 33901 | (239)939-3525 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5061 | BS,FS, PW | 15460 S TAMIAMI TRL | FORT MYERS | LEE | 33908 | (239)489-3301 | Not Available | |
| BOULEVARD TIRE CENTER | Varies by dealer | 2750 S KINGS HWY | FORT PIERCE | SAINT LUCIE | 34945 | (772)489-8473 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 4160 OKEECHOBEE RD | FORT PIERCE | SAINT LUCIE | 34947 | (772)461-0700 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 6012 | Varies by dealer | 1801 S US HIGHWAY 1 | FORT PIERCE | SAINT LUCIE | 34950 | (772)595-1773 | Not Available | |
| SOUTHERN TIRE MART | Varies by dealer | 309 GREEN ACRES RD. | FORT WALTON BEACH | OKALOOSA | 32547-1170 | (850) 226-7233 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 532 MARY ESTHER CUT OFF NW | FORT WALTON BEACH | OKALOOSA | 32548 | (850)243-8900 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 7005 | BS,FS, PW | 28 EGLIN PKWY SE | FORT WALTON BEACH | OKALOOSA | 32548 | (850)243-4741 | Not Available | |
| A-EXPERT TIRE | Varies by dealer | 8794 ALICO RD | FT MYERS | LEE | 33913 | (239) 590-0300 | Not Available | |
| ST LUCIE BATTERY AND TIRE | Varies by dealer | 317 ORANGE AVE | FT PIERCE | SAINT LUCIE | 34950 | 772-489-3977 | Not Available | |
| HAMILL TIRE | Varies by dealer | 2425 N. ANDREWS AVE. | FT. LAUDERDALE | BROWARD | 33311-3916 | (954) 564-6361 | Not Available | |
| AMERICAN TIRE DISTRIBUTORS INC | Varies by dealer | 3971 VERONICA S. SHOEMAKER BLVD. | FT. MYERS | LEE | 33916 | (239)337-5555 | Not Available | |
| ST. LUCIE BATTERY & TIRE | Varies by dealer | 3602 OLEANDER AVE | FT. PIERCE | SAINT LUCIE | 34982-6504 | (772) 293-0330 | Not Available | |
| ST. LUCIE BATTERY & TIRE | Varies by dealer | 5500 ORANGE AVE | FT. PIERCE | SAINT LUCIE | 34947-1309 | (772) 461-1746 | Not Available | |
| BOULEVARD TIRE CENTER | Varies by dealer | 5105 SW 41ST BLVD | GAINESVILLE | ALACHUA | 32608 | 386/734/6447 | Not Available | |
| MAVIS TIRE SUPPLY | Varies by dealer | 3545 W. UNIVERSITY AVENUE | GAINESVILLE | ALACHUA | 32607-0000 | (352) 244-9845 | Not Available | |
| TIRES PLUS | BS,FS, PW | 7030 SW ARCHER RD | GAINESVILLE | ALACHUA | 32608 | (352) 384-0555 | Not Available | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| TIRES PLUS | BS,FS, PW | 912 N MAIN ST | GAINESVILLE | ALACHUA | 32601 | (352) 372-3491 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 3744 SW ARCHER RD | GAINESVILLE | ALACHUA | 32608 | (352)376-7617 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 725 N MAIN ST | GAINESVILLE | ALACHUA | 32601 | (352)376-4438 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5067 | BS,FS, PW | 5032 NW 39TH AVE | GAINESVILLE | ALACHUA | 32606 | (352)376-8577 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5068 | BS,FS, PW | 2605 SW 34TH ST | GAINESVILLE | ALACHUA | 32608 | (352)380-0807 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 6052 | BS,FS, PW | 3302 NW 13TH ST | GAINESVILLE | ALACHUA | 32609 | (352)378-5982 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 6053 | BS,FS, PW | 3410 W UNIVERSITY AVE | GAINESVILLE | ALACHUA | 32607 | (352)373-9685 | Not Available | |
| TIRES PLUS | BS,FS, PW | 605 NW 8TH AVE | GAINESVILLE | ALACHUA | 32601 | | Not Available | |
| COMMUNITY AUTOMOTIVE | Varies by dealer | 1608 IDLEWILD AVE. | GREEN COVE SPRINGS | CLAY | 32043 | (904) 657-2301 | Not Available | |
| VANNOY'S TIRE PROS | Varies by dealer | 3425 GULF BREEZE PARKWAY | GULF BREEZE | SANTA ROSA | 32563 | (850) 916-0912 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 7004 | BS,FS, PW | 2553 GULF BREEZE PKWY | GULF BREEZE | SANTA ROSA | 32563 | (850)932-3735 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 1 W HALLANDALE BEACH BLVD | HALLANDALE | BROWARD | 33009 | (954)458-0288 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 1595 W 49TH ST | HIALEAH | MIAMI-DADE | 33012 | (305)556-0444 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 6580 NW 186TH ST | HIALEAH | MIAMI-DADE | 33015 | (305)822-5101 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 6011 | BS,FS, PW | 5710 NW 183RD ST | HIALEAH | MIAMI-DADE | 33015 | (305)824-5511 | Not Available | |
| FALCON TIRE AUTO | Varies by dealer | 13215 W OKEECHOBEE RD | HIALEAH GARDENS | MIAMI-DADE | 33018-6025 | (305) 883-1527 | Not Available | |
| MIAMA TIRESOLES | Varies by dealer | 7800 NORTHWEST 103RD STREET | HIALEAH GARDENS | MIAMI-DADE | 33016-0000 | (305) 821-2121 | Not Available | |
| CITY BOYS TIRE | Varies by dealer | 330 N MAIN ST. | HIGH SPRINGS | ALACHUA | 32643 | 386-454-2193 | Not Available | |
| ST LUCIE BATTERY & TIRE | Varies by dealer | 11050 SE FEDERAL HWY | HOBE SOUND | MARTIN | 33455 | 772-546-0100 | Not Available | |
| CHRISTIE AUTO SERVICE | Varies by dealer | 1523 US HWY 19 | HOLIDAY | PASCO | 34691-0000 | (727) 938-5935 | Not Available | |
| FAMILY TIRE DISTRIBUTORS | Varies by dealer | 2817 PEMBROKE ROAD | HOLLYWOOD | BROWARD | 33020-5649 | (954) 922-8473 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 106 N DIXIE HWY | HOLLYWOOD | BROWARD | 33020 | (954)923-2311 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 6020 | BS,FS, PW | 9870 PINE BLVD | HOLLYWOOD | BROWARD | 33024 | (954)435-9602 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 110 NE 8TH ST | HOMESTEAD | MIAMI-DADE | 33030 | (305)247-2544 | Not Available | |
| HOMOSASSA TIRE | Varies by dealer | 5440 S. OAKRIDGE DRIVE | HOMOSASSA | CITRUS | 34448-4942 | (352) 628-3554 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5021 | BS,FS, PW | 7109 STATE RTE 52 | HUDSON | PASCO | 34667 | (727)863-5493 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 315 INDEPENDENCE RD BLDG 90075 | HURLBURT FIELD | OKALOOSA | 32544 | (850)243-6820 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 6009 | BS,FS, PW | 410 E EAU GALLIE BLVD | INDIAN HARBOR BCH | BREVARD | 32937 | (321)773-5336 | Not Available | |
| INDIANTOWN TIRE AND SERVICE | Varies by dealer | 16087 SW WARFIELD BLVD | INDIANTOWN | MARTIN | 34956 | (772) 597-3714 | Not Available | |
| CITY TIRE OF INVERNESS | Varies by dealer | 441 U.S. HIGHWAY 41, S. | INVERNESS | CITRUS | 34453 | (352) 726-5118 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5040 | BS,FS, PW | 2601 E GULF TO LAKE HWY | INVERNESS | CITRUS | 34453 | (352)637-3322 | Not Available | |
| CALLAGHAN TIRE | Varies by dealer | 7075 12TH ST., W. | JACKSONVILLE | DUVAL | 32220-2858 | (904) 693-4999 | Not Available | |
| CARROLL TIRE | Varies by dealer | 401 ELLIS RD N | JACKSONVILLE | DUVAL | 32254-2840 | (800) 342-2450 | Not Available | |
| DAVIS TIRE CENTER | Varies by dealer | 5971 W BEAVER ST | JACKSONVILLE | DUVAL | 32254-2806 | (904) 329-4933 | Not Available | |
| GCR TIRES & SERVICE | Varies by dealer | 7500 COMMONWEALTH AVE | JACKSONVILLE | DUVAL | 32220-2433 | (904) 786-8550 | Not Available | |
| MAYPORT AUTO CARE CENTER | Varies by dealer | 265 MASSEY AVE. BLDG. #265 | JACKSONVILLE | DUVAL | 32228-0078 | (904) 853-6088 | Not Available | |
| TIRES PLUS | BS,FS, PW | 12575 BARTRAM PARK BLVD | JACKSONVILLE | DUVAL | 32210 | 904.292.9191 | Not Available | |
| TIRES PLUS | BS,FS, PW | 13162 ATLANTIC BLVD | JACKSONVILLE | DUVAL | 32225 | (904) 220-2141 | Not Available | |
| TIRES PLUS | BS,FS, PW | 14329 BEACH BLVD | JACKSONVILLE | DUVAL | 32250 | (904) 992-4433 | Not Available | |
| TIRES PLUS | BS,FS, PW | 7700 LEM TURNER RD | JACKSONVILLE | DUVAL | 32208 | (904) 768-3441 | Not Available | |
| AMERICAN TIRE DISTRIBUTORS INC | Varies by dealer | 7051 STUART AVE | JACKSONVILLE | DUVAL | 32254 | (904)693-9249 | Not Available | |
| BOULEVARD TIRE CENTER | Varies by dealer | 570 HENDERSON RD | JACKSONVILLE | DUVAL | 32254 | (904)786-8512 | Not Available | |
| BOULEVARD TIRE CENTER | Varies by dealer | 828 EDGEWOOD AVE N | JACKSONVILLE | DUVAL | 32254 | (904)388-5457 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 1008 UNIVERSITY BLVD N | JACKSONVILLE | DUVAL | 32211 | (904)743-2525 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 10553 SAN JOSE BLVD | JACKSONVILLE | DUVAL | 32257 | (904)268-2921 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 4712 BLANDING BLVD | JACKSONVILLE | DUVAL | 32210 | (904)771-1383 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 5444 NORWOOD AVE | JACKSONVILLE | DUVAL | 32208 | (904)768-3449 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 5998 NORMANDY BLVD | JACKSONVILLE | DUVAL | 32205 | (904)786-0821 | Not Available | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 9501 ARLINGTON EXPY. | JACKSONVILLE | DUVAL | 32225 | (904)721-3049 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 6022 | BS,FS, PW | 5880 UNIVERSITY BLVD W | JACKSONVILLE | DUVAL | 32216 | (904)733-2555 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 6024 | BS,FS, PW | 5403 NORMANDY BLVD | JACKSONVILLE | DUVAL | 32205 | (904)786-8560 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 6025 | BS,FS, PW | 815 3RD ST S | JACKSONVILLE | DUVAL | 32250 | (904)249-3929 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 6027 | BS,FS, PW | 6381 103RD ST | JACKSONVILLE | DUVAL | 32210 | (904)772-9494 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 6029 | BS,FS, PW | 9350 SAN JOSE BLVD | JACKSONVILLE | DUVAL | 32257 | (904)731-7076 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 6033 | BS,FS, PW | 10361 ATLANTIC BLVD | JACKSONVILLE | DUVAL | 32225 | (904)998-9200 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 6043 | BS,FS, PW | 4262 SOUTHSIDE BLVD | JACKSONVILLE | DUVAL | 32216 | (904)645-0733 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 6048 | BS,FS, PW | 9559 BAYMEADOWS RD | JACKSONVILLE | DUVAL | 32256 | (904)737-0401 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 7094 | BS,FS, PW | 1332 DUNN AVE | JACKSONVILLE | DUVAL | 32218 | (904)714-3781 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 7095 | BS,FS, PW | 12015 SAN JOSE BLVD | JACKSONVILLE | DUVAL | 32223 | (904)260-4011 | Not Available | |
| UNIVERSITY FIRESTONE | Varies by dealer | 5741 UNIVERSITY BLVD W | JACKSONVILLE | DUVAL | 32216 | (904)737-8822 | Not Available | |
| ST LUCIE BATTERY AND TIRE | Varies by dealer | 1650 NE JENSEN BEACH BLVD | JENSEN BEACH | MARTIN | 34957 | 772-334-1555 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 3542 NW FEDERAL HWY | JENSEN BEACH | MARTIN | 34957 | (772)692-3194 | Not Available | |
| CARROLL TIRE | Varies by dealer | 823 DONALD ROSS RD | JUNO BEACH | PALM BEACH | 33408-1605 | (877) 822-0009 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5048 | BS,FS, PW | 135 ALT A1A | JUPITER | PALM BEACH | 33477 | (561)746-6292 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5094 | BS,FS, PW | 8591 SW 132ND AVE | KENDALL | MIAMI-DADE | 33183 | (305)752-0015 | Not Available | |
| KEY LARGO SERVICE CTR INC | Varies by dealer | 101500 OVERSEAS HWY | KEY LARGO | MONROE | 33037 | (305)451-3500 | Not Available | |
| ACTION GATOR TIRE | Varies by dealer | 1312 N. JOHN YOUNG PKWY. | KISSIMMEE | OSCEOLA | 34741-4214 | (407) 239-1280 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 1479 E. OSCEOLA PARKWAY | KISSIMMEE | OSCEOLA | 34744 | 407/343/8102 | Not Available | |
| NORTH CITY TIRE | Varies by dealer | 115 W COLUMBIA STR | KISSIMMEE | OSCEOLA | 34741 | (407) 847-3080 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5025 | BS,FS, PW | 816 W VINE ST | KISSIMMEE | OSCEOLA | 34741 | (407)847-7770 | Not Available | |
| BOULEVARD TIRE CENTER | Varies by dealer | 418 S. HIGHWAY 441 | LADY LAKE | LAKE | 32159-0000 | (352) 430-2380 | Not Available | |
| BIELLING'S TIRE INC | Varies by dealer | 5559 WEST STATE ROAD 238 | LAKE BUTLER | ORANGE | 32054 | (386) 752-6568 | Not Available | |
| BIELLINGS TIRE | Varies by dealer | 166 W. DUVAL STREET | LAKE CITY | COLUMBIA | 32055-3982 | (386) 752-2120 | Not Available | |
| TIRE MART OF LAKE CITY | Varies by dealer | 2700 W. US HIGHWAY 90 | LAKE CITY | COLUMBIA | 32055-4754 | (386) 752-0054 | Not Available | |
| BOULEVARD TIRE CENTER | Varies by dealer | 30938 HWY 27 | LAKE HAMILTON | POLK | 33851 | 863-493-3608 | Not Available | |
| BOULEVARD TIRE CENTER | Varies by dealer | 910 US HWY 27 SOUTH | LAKE HAMILTON | POLK | 33851 | (863)439-3608 | Not Available | |
| ACTION GATOR TIRE | Varies by dealer | 4416 W. LAKE MARY BLVD. | LAKE MARY | SEMINOLE | 32746-3351 | (407) 829-2191 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5051 | BS,FS, PW | 860 S SUN DR | LAKE MARY | SEMINOLE | 32746 | (407)333-3429 | Not Available | |
| TIRES PLUS | BS,FS, PW | 5901 STATE ROAD 7 | LAKE WORTH | PALM BEACH | 33449 | (561) 432-8000 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 3810 JOG RD | LAKE WORTH | PALM BEACH | 33467 | (561)965-8001 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5035 | BS,FS, PW | 2930 10TH AVE N | LAKE WORTH | PALM BEACH | 33461 | (561)965-8202 | Not Available | |
| TIRESOLES OF BROWARD INC | Varies by dealer | 402 RINKER WAY | LAKE WORTH | PALM BEACH | 33461 | (561)588-2777 | Not Available | |
| CALLAGHAN TIRE | Varies by dealer | 3035 E. MAIN ST. | LAKELAND | POLK | 33801-9409 | (863) 665-9336 | Not Available | |
| MAVIS TIRE SUPPLY | Varies by dealer | 5065 US HWY 98 SOUTH | LAKELAND | POLK | 33812-5065 | (863) 937-0700 | Not Available | |
| WESCO TIRE | Varies by dealer | 445 N WABASH AVE | LAKELAND | POLK | 33815-7374 | (863) 682-4318 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 5105 S FLORIDA AVE | LAKELAND | POLK | 33813 | (863)647-1907 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5077 | BS,FS, PW | 4650 US HIGHWAY 98 N | LAKELAND | POLK | 33809 | (863)853-9609 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5096 | BS,FS, PW | 4970 S FLORIDA AVE | LAKELAND | POLK | 33813 | (863)619-6117 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5064 | BS,FS, PW | 1380 HYPOLUXO RD | LANTANA | PALM BEACH | 33462 | (561)585-8388 | Not Available | |
| MAVIS TIRE SUPPLY | Varies by dealer | 1190 NORTH MISSOURI AVENUE | LARGO | PINELLAS | 33770 | (727) 218-1050 | Not Available | |
| WHOLESALE TIRE | Varies by dealer | 2102 LIONS CLUB ROAD | LARGO | PINELLAS | 33764-6886 | (727) 433-3330 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5018 | BS,FS, PW | 11800 SEMINOLE BLVD | LARGO | PINELLAS | 33778 | (727)586-3432 | Not Available | |
| BARNETT TIRE SERVICE | Varies by dealer | 605 N BLVD. W | LEESBURG | LAKE | 34748 | 352-787-5453 | Not Available | |
| CITY TIRE SERVICE | Varies by dealer | 1740 E MAIN STREET | LEESBURG | LAKE | 34748 | (352)787-1155 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5082 | BS,FS, PW | 2240 CITRUS BLVD | LEESBURG | LAKE | 34748 | (352)315-1488 | Not Available | |
| CARROLL TIRE | Varies by dealer | 351 LEONARD BLVD STE 100 | LEHIGH ACRES | LEE | 33971-0000 | (866) 897-9970 | Not Available | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| TIM DODGE FIRESTONE | Varies by dealer | 1350 HOMESTEAD RD., N. | LEHIGH ACRES | LEE | 33936-6042 | (239) 369-1460 | Not Available | |
| EXPRESS OIL CHANGE & TIRE ENGINEERS | Varies by dealer | 16130 BRIDGECROSSING DR | LITHIA | HILLSBOROUGH | 33547-4878 | | Not Available | |
| GILL TIRE | Varies by dealer | 303 W HOWARD ST. | LIVE OAK | SUWANNEE | 32064 | 386/362/1972 | Not Available | |
| TOWN AND COUNTRY TIRE SERVICES, LLC | Varies by dealer | 317 HOWARD STREET E | LIVE OAK | SUWANNEE | 32060 | (386) 362-4535 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 400 W STATE ROAD 434 | LONGWOOD | SEMINOLE | 32750 | (407)830-5557 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 6062 | BS,FS, PW | 1161 W SR 434 | LONGWOOD | SEMINOLE | 32750 | (407)767-0707 | Not Available | |
| DUMAS TIRES | Varies by dealer | 17324 N US HWY 41 | LUTZ | HILLSBOROUGH | 33549 | (813) 949-8095 | Not Available | |
| MILLER BROS GIANT TIRE SVC INC | Varies by dealer | 14811 N 12TH ST | LUTZ | HILLSBOROUGH | 33549 | (813)975-8400 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5037 | BS,FS, PW | 1621 US HIGHWAY 41 | LUTZ | HILLSBOROUGH | 33549 | (813)949-7407 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5111 | BS,FS, PW | 5200 W SAMPLE RD | MARGATE | BROWARD | 33073 | (954)969-9199 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 6079 | BS,FS, PW | 1340 N STATE ROAD 7 | MARGATE | BROWARD | 33063 | (954)971-3790 | Not Available | |
| ROAD MART | Varies by dealer | 4716 HIGHWAY 90 | MARIANNA | JACKSON | 32446-7838 | (850) 526-1950 | Not Available | |
| BARNES TIRE & SUPPLY | Varies by dealer | 4458 JACKSON ST | MARIANNA | JACKSON | 32448 | (850)526-3813 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 4386 LAFAYETTE ST | MARIANNA | JACKSON | 32446 | (850)482-4991 | Not Available | |
| FALCON TIRE CENTER | Varies by dealer | 12940 NW SOUTH RIVER DR | MEDLEY | MIAMI-DADE | 33178-1109 | (305) 593-2028 | Not Available | |
| GATTO'S TIRE & AUTO SERVICE | Varies by dealer | 15 W HIBISCUS BLVD. | MELBOURNE | BREVARD | 32901 | (321) 676-2710 | Not Available | |
| GATTO'S TIRE & AUTO SERVICE | Varies by dealer | 2695 BUSH DR. | MELBOURNE | BREVARD | 32935 | (321) 421-6600 | Not Available | |
| GATTO'S TIRE & AUTO SERVICE | Varies by dealer | 7205 DOLINA CT. | MELBOURNE | BREVARD | 32940 | (321) 308-2468 | Not Available | |
| GATTO'S TIRE AND AUTO | Varies by dealer | 15W HIBISCUS BLVD | MELBOURNE | BREVARD | 32901 | 321-727-3322 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 1441 S BABCOCK ST | MELBOURNE | BREVARD | 32901 | (321)723-4618 | Not Available | |
| GLENN'S TIRE | Varies by dealer | 2726 S HARBOR CITY BLVD | MELBOURNE | BREVARD | 32901 | (407)723-0751 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 6008 | BS,FS, PW | 7807 N WICKHAM RD | MELBOURNE | BREVARD | 32940 | (321)255-2344 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 6010 | BS,FS, PW | 1445 W NEW HAVEN AVE | MELBOURNE | BREVARD | 32904 | (321)725-1055 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 6091 | BS,FS, PW | 1354 N WICKHAM RD | MELBOURNE | BREVARD | 32935 | (321)751-2126 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 5130 N WICKHAM RD | MELBOURNE | BREVARD | 32940 | | Not Available | |
| GATTO'S TIRE & AUTO SERVICE | Varies by dealer | 855 N COURTENAY PKWY | MERRITT ISLAND | BREVARD | 32953 | (321) 452-4747 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 777 E MERRITT ISLAND CSWY | MERRITT ISLAND | BREVARD | 32952 | (321)453-6757 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 6014 | BS,FS, PW | 250 W MERRITT ISLAND CSWY | MERRITT ISLAND | BREVARD | 32952 | (321)456-5946 | Not Available | |
| ACE TIRE COMPANY | Varies by dealer | 5975 NW 82ND AVE | MIAMI | MIAMI-DADE | 33166-3148 | (305) 592-1995 | Not Available | |
| ASIA FIRESTONE | Varies by dealer | 12520 SW. 8TH STREET | MIAMI | MIAMI-DADE | 33184 | (305) 220-9004 | Not Available | |
| ASIA FIRESTONE | Varies by dealer | 9798 SW 40TH ST | MIAMI | MIAMI-DADE | 33165-4080 | (305) 220-9004 | Not Available | |
| B & R FIRESTONE III | Varies by dealer | 12005 S.W. 129TH CT. | MIAMI | MIAMI-DADE | 33186-6588 | (305) 969-8000 | Not Available | |
| CALLAGHAN TIRE | Varies by dealer | 3600 N.W. 54TH ST. | MIAMI | MIAMI-DADE | 33142-3213 | (305) 634-7665 | Not Available | |
| CANERO TIRE | Varies by dealer | 3595 NW 31ST ST. | MIAMI | MIAMI-DADE | 33142 | 305-633-1169 | Not Available | |
| CESAR TIRE | Varies by dealer | 19160 S.W. 177 AVE. | MIAMI | MIAMI-DADE | 33187 | (786) 229-8888 | Not Available | |
| DISCOUNT TIRE AND AUTO SERVICE | Varies by dealer | 13710 SW 8TH STREET STE | MIAMI | MIAMI-DADE | 33184-3097 | (305) 226-5669 | Not Available | |
| BOULEVARD TIRE CENTER | Varies by dealer | 3850 NW 30TH AVE | MIAMI | MIAMI-DADE | 33142 | (305)635-8116 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 5625 SW 137TH AVE | MIAMI | MIAMI-DADE | 33183 | (305)385-1987 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 8690 BIRD RD | MIAMI | MIAMI-DADE | 33155 | (305) 222-9370 | Not Available | |
| GENEVA MOTORS CENTER | Varies by dealer | 12266 SW 117 CT | MIAMI | MIAMI-DADE | 33186-5203 | (305) 234-0000 | Not Available | |
| LONGLIFE TIRE & AUTO REPAIR | Varies by dealer | 469 NW 79ST | MIAMI | MIAMI-DADE | 33150-2806 | (305) 757-6664 | Not Available | |
| LXAUTO SERVICE CENTER | Varies by dealer | 8737 SW 132ND STREET | MIAMI | MIAMI-DADE | 33176-5924 | (305) 969-3265 | Not Available | |
| MEBCO TIRES & SERVICE | Varies by dealer | 10541 SW 40TH STREET | MIAMI | MIAMI-DADE | 33165-3747 | (786) 497-0476 | Not Available | |
| MILLER BROS | Varies by dealer | 13292 NW 118TH AVE | MIAMI | MIAMI-DADE | 33178-0000 | (954) 321-1755 | Not Available | |
| PAUL'S TIRE | Varies by dealer | 7601 NW 66TH ST. | MIAMI | MIAMI-DADE | 33166-2805 | (305) 592-0509 | Not Available | |
| TIRES PLUS | BS,FS, PW | 2215 SW 122ND AVE | MIAMI | MIAMI-DADE | 33175 | (305) 207-4550 | Not Available | |
| TIREXCHANGE | Varies by dealer | 11350 NW 25TH ST #104 | MIAMI | MIAMI-DADE | 33172 | 305/629/6445 | Not Available | |
| CALLAGHAN TIRE | Varies by dealer | 3600 NW 54TH ST | MIAMI | MIAMI-DADE | 33142 | (305)634-7665 | Not Available | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 15135 SW 122ND AVE | MIAMI | MIAMI-DADE | 33186 | (305)233-5356 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 15697 SW 88TH ST | MIAMI | MIAMI-DADE | 33196 | (305)387-1378 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 16251 N MIAMI DR | MIAMI | MIAMI-DADE | 33162 | (305)949-4386 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 1685 NW 107 AVE | MIAMI | MIAMI-DADE | 33172 | (305)594-3377 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 20701 S FEDERAL HWY | MIAMI | MIAMI-DADE | 33189 | (305)233-7841 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 2250 SW 87TH AVE | MIAMI | MIAMI-DADE | 33165 | (305)226-7676 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 8701 SW 72ND AVE | MIAMI | MIAMI-DADE | 33143 | (305)667-4866 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5098 | BS,FS, PW | 14411 BISCAYNE BLVD | MIAMI | MIAMI-DADE | 33181 | (305)944-5605 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 6082 | BS,FS, PW | 15757 S DIXIE HWY | MIAMI | MIAMI-DADE | 33157 | (786)242-1300 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 6087 | BS,FS, PW | 10765 NW 41ST ST | MIAMI | MIAMI-DADE | 33178 | (305)513-3301 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 6089 | BS,FS, PW | 15401 SW 137TH AVE | MIAMI | MIAMI-DADE | 33177 | (305)235-0027 | Not Available | |
| PAMI BEACH FIRESTONE | Varies by dealer | 740 ALTON RD | MIAMI BEACH | MIAMI-DADE | 33139-5504 | (786) 897-6050 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 1569 ALTON RD | MIAMI BEACH | MIAMI-DADE | 33139 | (305)538-2747 | Not Available | |
| TIRES PLUS-6084 MIDDLEBURG FL | BS,FS, PW | 1781 BLANDING BLVD | MIDDLEBURG | CLAY | 32068 | (904)589-9993 | Not Available | |
| FLORIDA STORES OF MILTON INC | Varies by dealer | 6715 CAROLINE ST | MILTON | SANTA ROSA | 32570 | (850)623-5466 | Not Available | |
| PALM TIRE & AUTOMOTIVE | Varies by dealer | 204 N. HWY 27 | MINNEOLA | LAKE | 34715 | (352) 394-3280 | Not Available | |
| AMERICAN TIRE DISTRIBUTORS INC | Varies by dealer | 11700 MIRAMAR PKWY | MIRAMAR | BROWARD | 33025 | (954)874-9410 | Not Available | |
| BOULEVARD TIRE CENTER | Varies by dealer | 4801 N. HIGHWAY 19A | MOUNT DORA | LAKE | 32757-2009 | (352) 357-4040 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 3106 SR 44B | MOUNT DORA | LAKE | 32757 | (352)383-3001 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 1387 S STATE RD 7 | N LAUDERDALE | BROWARD | 33068 | (954)977-0007 | Not Available | |
| CALLAGHAN TIRE | Varies by dealer | 5791 TAYLOR RD. | NAPLES | COLLIER | 34109-2306 | (239) 592-0003 | Not Available | |
| PERFORMANCE TRUCK TIRE | Varies by dealer | 4035 23RD AVE. SW | NAPLES | COLLIER | 34116 | (239) 253-0015 | Not Available | |
| TIREXCHANGE | Varies by dealer | 6329 NAPLES BLVD | NAPLES | COLLIER | 34109 | 239/643/9987 | Not Available | |
| BOULEVARD TIRE CENTER | Varies by dealer | 1717 PINE RIDGE RD | NAPLES | COLLIER | 34109 | (239)596-0404 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 5495 AIRPORT PULLING RD N | NAPLES | COLLIER | 34109 | (239)598-1590 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5017 | BS,FS, PW | 3612 TAMIAMI TRL E | NAPLES | COLLIER | 34112 | (239)774-7919 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5027 | BS,FS, PW | 4900 TAMIAMI TRL N | NAPLES | COLLIER | 34103 | (239)261-5455 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 7080 | BS,FS, PW | 1100 ATLANTIC BLVD | NEPTUNE BEACH | PASCO | 32266 | (904)242-0811 | Not Available | |
| DEAN'S TIRE AND AUTO | Varies by dealer | 5518 STATE ROAD 54 | NEW PORT RICHEY | PASCO | 34652-6017 | (727) 842-8098 | Not Available | |
| GEORGE'S WHOLESALE TIRE PROS | Varies by dealer | 11322 RIDGE ROAD | NEW PORT RICHEY | PASCO | 34654 | (727) 203-5331 | Not Available | |
| MAVIS TIRE SUPPLY | Varies by dealer | 5444 LITTLE ROAD | NEW PORT RICHEY | PASCO | 34655-1199 | (727) 753-0017 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5020 | BS,FS, PW | 3732 US HIGHWAY 19 | NEW PORT RICHEY | PASCO | 34652 | (727)848-0511 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5045 | BS,FS, PW | 7446 ST RD 54 | NEW PORT RICHEY | PASCO | 34655 | (727)376-6675 | Not Available | |
| R P M AUTO, LLC | Varies by dealer | 24850 NW 9TH PLACE | NEWBERRY | ALACHUA | 32669 | (352) 472-0945 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 12120 US HIGHWAY 1 | NORTH PALM BEACH | PALM BEACH | 33408 | (561)624-2601 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 541 NORTHLAKE BLVD | NORTH PALM BEACH | PALM BEACH | 33408 | (561)842-3763 | Not Available | |
| ECO-FRIENDLY AUTO CENTER INC | BS,FS, PW | 1139 E. COMMERCIAL BLVD | OAKLAND PARK | BROWARD | 33334-3920 | (954) 581-1747 | Not Available | |
| ADVANCED TIRE SERVICE | Varies by dealer | 2418 E SILVER SPRINGS BLVD | OCALA | MARION | 34470 | 352-236-8825 | Not Available | |
| BOB'S TIRE & BRAKE | Varies by dealer | 6847 W. HWY 40 | OCALA | MARION | 32605-0000 | (352) 861-0808 | Not Available | |
| CALLAGHAN TIRE | Varies by dealer | 211 S.W. 33RD AVENUE | OCALA | MARION | 34474-1926 | (352) 873-9005 | Not Available | |
| CALLAGHAN TIRE | Varies by dealer | 5557 SW 1ST LN | OCALA | MARION | 34474 | (352)873-9005 | Not Available | |
| PARKER TIRE | Varies by dealer | 3000 NW PINE AVE | OCALA | MARION | 34475 | (352) 732-0786 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 212 S PINE AVE | OCALA | MARION | 34471 | (352)622-8106 | Not Available | |
| GCR TIRE CENTER OCALA 0456 | Varies by dealer | 1419 SW 12TH AVE | OCALA | MARION | 34471 | (352)732-5200 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5065 | BS,FS, PW | 3910 SW COLLEGE RD | OCALA | MARION | 34474 | (352)237-0121 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 6054 | BS,FS, PW | 405 S PINE AVE | OCALA | MARION | 34471 | (352)351-5052 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 2355 SW COLLEGE RD | OCALA | MARION | 34471 | | Not Available | |
| ACTION GATOR TIRE | Varies by dealer | 11203 W. COLONIAL DR. | OCOEE | ORANGE | 34761-3332 | (407) 877-0445 | Not Available | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| CRAWFORD TIRE SERVICE | Varies by dealer | 110 TAYLOR ST | OCOEE | ORANGE | 34761 | (407)656-4575 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 7065 | BS,FS, PW | 10351 W COLONIAL DR | OCOEE | ORANGE | 34761 | (407)291-7714 | Not Available | |
| KEYSTONE PLAZA FIRESTONE | Varies by dealer | 8625 GUNN HWY. | ODESSA | PASCO | 33556-3209 | (813) 920-8595 | Not Available | |
| RITE TIRE OF OKEECHOBEE | Varies by dealer | 11071 HWY 441 N | OKEECHOBEE | OKEECHOBEE | 34972-8302 | (863) 467-1010 | Not Available | |
| ST LUCIE BATTERY & TIRE | Varies by dealer | 198 HWY 98 N | OKEECHOBEE | OKEECHOBEE | 34972 | 863-357-2431 | Not Available | |
| TOTAL ROADSIDE SERVICES | Varies by dealer | 3176 HWY 710 | OKEECHOBEE | OKEECHOBEE | 34974-0000 | 863-357-8772 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5041 | Varies by dealer | 3663 HIGHWAY 441 SE | OKEECHOBEE | OKEECHOBEE | 34974 | (863)467-4888 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5039 | Varies by dealer | 3694 TAMPA RD | OLDSMAR | PINELLAS | 34677 | (813)854-2371 | Not Available | |
| BOULEVARD TIRE CENTER | Varies by dealer | 2788 ENTERPRISE RD | ORANGE CITY | VOLUSIA | 32763 | (386)734-6447 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 2680 ENTERPRISE RD | ORANGE CITY | VOLUSIA | 32763 | (386)775-1004 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5059 | BS,FS, PW | 2615 ENTERPRISE RD | ORANGE CITY | VOLUSIA | 32763 | (386)774-5777 | Not Available | |
| TIRES PLUS | BS,FS, PW | 1627 COUNTY ROAD 220 | ORANGE PARK | CLAY | 32003 | (904) 278-1795 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 237 BLANDING BLVD | ORANGE PARK | CLAY | 32073 | (904)272-0860 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 841 BLANDING BLVD | ORANGE PARK | CLAY | 32065 | (904)276-3880 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 6032 | BS,FS, PW | 169 BLANDING BLVD | ORANGE PARK | CLAY | 32073 | (904)272-7333 | Not Available | |
| ACTION GATOR TIRE | Varies by dealer | 11231 S. ORANGE BLOSSOM TRAIL | ORLANDO | ORANGE | 32837-9208 | (407) 851-6300 | Not Available | |
| ACTION GATOR TIRE | Varies by dealer | 1717 LEE RD. | ORLANDO | ORANGE | 32810-5341 | (407) 299-1900 | Not Available | |
| ACTION GATOR TIRE | Varies by dealer | 4401 S. ORANGE BLOSSOM TRAIL | ORLANDO | ORANGE | 32839-1213 | (407) 850-1050 | Not Available | |
| ACTION GATOR TIRE | Varies by dealer | 4698 S. ORANGE AVE. | ORLANDO | ORANGE | 32806-6926 | (407) 850-1050 | Not Available | |
| ACTION GATOR TIRE | Varies by dealer | 6974 W. COLONIAL DR. | ORLANDO | ORANGE | 32818-6830 | | Not Available | |
| BOULEVARD TIRE CENTER | Varies by dealer | 8210 S. ORANGE AVE. | ORLANDO | ORANGE | 32809-6733 | (407) 240-1072 | Not Available | |
| CARROLL TIRE | Varies by dealer | 6072 CINDERLANE PKWY | ORLANDO | ORANGE | 32810-4753 | (800) 432-5695 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 7045 NARCOOSSEE RD | ORLANDO | ORANGE | 32822 | (407) 384-0050 | Not Available | |
| RIKER'S AUTO & TIRE | Varies by dealer | 5700 CENTRAL FLORIDA PKWY. | ORLANDO | ORANGE | 32821-8638 | (407) 238-9800 | Not Available | |
| TIREHUB | Varies by dealer | 450 GILLS DR. SUITE 100 | ORLANDO | ORANGE | 32824 | (407) 277-9052 | Not Available | |
| TIRES PLUS | BS,FS, PW | 14508 E COLONIAL DR | ORLANDO | ORANGE | 32826 | | Not Available | |
| WILCOX & SON AUTOMOTIVE, LLC | Varies by dealer | 62 W ILLIANA STREET STE C | ORLANDO | ORANGE | 32806-4473 | 407-440-2848 | Not Available | |
| AMERICAN TIRE DISTRIBUTORS INC | Varies by dealer | 8751 SKINNER CT | ORLANDO | ORANGE | 32824 | (407)857-4351 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 1551 FLORIDA MALL AVE | ORLANDO | ORANGE | 32809 | (407)857-4818 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 4436 CURRY FORD RD | ORLANDO | ORANGE | 32812 | (407)273-9730 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 5101 W COLONIAL DR | ORLANDO | ORANGE | 32808 | (407)293-9271 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 5505 S SEMORAN BLVD | ORLANDO | ORANGE | 32822 | (407)381-9535 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 8202 LAKE UNDERHILL RD | ORLANDO | ORANGE | 32825 | (407)382-0894 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 854 LEE RD | ORLANDO | ORANGE | 32810 | (407)645-2515 | Not Available | |
| GCR TIRE CENTER ORLANDO 0457 | Varies by dealer | 20 N ORANGE BLOSSOM TRL | ORLANDO | ORANGE | 32805 | (407)426-8666 | Not Available | |
| MILLER BROS GIANT TIRE SRVC | Varies by dealer | 925 W LANCASTER RD | ORLANDO | ORANGE | 32809 | (407)855-9621 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5012 | BS,FS, PW | 6603 W COLONIAL DR | ORLANDO | ORANGE | 32818 | (407)298-0750 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5052 | BS,FS, PW | 12053 COLLEGIATE WAY | ORLANDO | ORANGE | 32817 | (407)282-8281 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5054 | BS,FS, PW | 1021 LEE RD | ORLANDO | ORANGE | 32810 | (407)628-5121 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5078 | BS,FS, PW | 4801 S KIRKMAN RD | ORLANDO | ORANGE | 32811 | (407)294-9142 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5092 | BS,FS, PW | 12123 S ORANGE BLOSSOM TRL | ORLANDO | ORANGE | 32837 | (407)240-7825 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 6092 | BS,FS, PW | 5250 S CONWAY RD | ORLANDO | ORANGE | 32812 | (407)816-4773 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 7066 | BS,FS, PW | 13842 TOWNE PLACE BLVD | ORLANDO | ORANGE | 32837 | (407)857-0111 | Not Available | |
| BOULEVARD TIRE CENTER | Varies by dealer | 330 W GRANADA BLVD | ORMOND BEACH | VOLUSIA | 32174 | (386)672-2251 | Not Available | |
| ACTION GATOR TIRE | Varies by dealer | 1330 ALAFAYA TRAIL | OVIEDO | SEMINOLE | 32765-9040 | (407) 365-3400 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5093 | BS,FS, PW | 1100 ALAFAYA TRL | OVIEDO | SEMINOLE | 32765 | (407)365-0888 | Not Available | |
| COMMUNITY AUTOMOTIVE | Varies by dealer | 3520 CRILL AVE | PALATKA | PUTNAM | 32177 | (386) 325-6005 | Not Available | |
| GATTO'S TIRE & AUTO SERVICE | Varies by dealer | 1103 MALABAR RD. | PALM BAY | BREVARD | 32907 | (321) 632-7500 | Not Available | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| THARP'S TIRE STORE | Varies by dealer | 1633 GEORGIA ST., N.E. | PALM BAY | BREVARD | 32907-2568 | (321) 725-3395 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 1560 PALM BAY RD NE | PALM BAY | BREVARD | 32905 | (321)984-4300 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 6081 | BS,FS, PW | 4835 BABCOCK ST NE | PALM BAY | BREVARD | 32905 | (321)952-8030 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5081 | BS,FS, PW | 8990 N MILITARY TRL | PALM BEACH GARDEN | PALM BEACH | 33410 | (561)691-0340 | Not Available | |
| ST. LUCIE BATTERY & TIRE | Varies by dealer | 3992 SOUTHWEST BRUNER TERRACE | PALM CITY | MARTIN | 34990-5549 | (772) 466-7814 | Not Available | |
| TOTAL TIRE | BS,FS, PW | 3050 SW MARTIN HWY | PALM CITY | MARTIN | 34990 | (772) 287-1213 | Not Available | |
| A.K. TIRES | Varies by dealer | 5814 EAST HWY 100 | PALM COAST | FLAGLER | 32164 | (386) 437-0888 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 6041 | BS,FS, PW | 5002 PALM COAST PKWY NW | PALM COAST | FLAGLER | 32137 | (386)445-5967 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 36298 US HIGHWAY 19 N | PALM HARBOR | PINELLAS | 34684 | (727)785-8824 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5097 | BS,FS, PW | 36003 E LAKE RD | PALM HARBOR | PINELLAS | 34685 | (727)787-8728 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 6063 | BS,FS, PW | 32894 US HIGHWAY 19 N | PALM HARBOR | PINELLAS | 34684 | (727)772-9668 | Not Available | |
| SOUTHERN TIRE MART | Varies by dealer | 7528 PENNY RD. | PANAMA CITY | BAY | 32407-5506 | (850) 914-0092 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 2051 MARTIN LUTHER KING JR BLV | PANAMA CITY | BAY | 32405 | (850)763-6561 | Not Available | |
| FAMILY TIRE DISTRIBUTORS | Varies by dealer | 12606 PINES BLVD. | PEMBROKE PINES | BROWARD | 33027-1712 | (954) 435-0703 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 11288 PINES BLVD | PEMBROKE PINES | BROWARD | 33026 | (954)437-8644 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5089 | BS,FS, PW | 15907 PINES BLVD | PEMBROKE PINES | BROWARD | 33027 | (954)435-0999 | Not Available | |
| GCR TIRES & SERVICE | Varies by dealer | 7800 PITTMAN AVE | PENSACOLA | ESCAMBIA | 32534-4495 | (850) 477-3330 | Not Available | |
| INTERSTATE TIRE CO. COUGAR OIL | Varies by dealer | 3873 N. PALAFOX ST. | PENSACOLA | ESCAMBIA | 32505-5238 | (850) 433-0257 | Not Available | |
| VANNOY'S TIRE PROS | Varies by dealer | 1249 NEW WARRINGTON RD | PENSACOLA | ESCAMBIA | 32506 | (850) 455-5492 | Not Available | |
| VANNOY'S TIRE PROS | Varies by dealer | 2252 W MICHIGAN AVE | PENSACOLA | ESCAMBIA | 32526 | (850) 944-4722 | Not Available | |
| VANNOY'S TIRE PROS | Varies by dealer | 3199 W NINE MILE ROAD | PENSACOLA | ESCAMBIA | 32534 | (850) 435-4555 | Not Available | |
| VANNOY'S TIRE PROS | Varies by dealer | 6113 N 9TH AVE | PENSACOLA | ESCAMBIA | 32504 | (850) 477-0209 | Not Available | |
| AMERICAN TIRE DISTRIBUTORS INC | Varies by dealer | 7502 SEARS BLVD | PENSACOLA | ESCAMBIA | 32514 | (850)478-3714 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 3311 N PACE BLVD | PENSACOLA | ESCAMBIA | 32505 | (850)433-3125 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 5044 BAYOU BLVD | PENSACOLA | ESCAMBIA | 32503 | (850)484-3219 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 7179 N DAVIS HWY | PENSACOLA | ESCAMBIA | 32504 | (850)478-8318 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 7003 | BS,FS, PW | 8565 N DAVIS HWY | PENSACOLA | ESCAMBIA | 32514 | (850)477-5343 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 37 E NINE MILE RD | PENSACOLA | ESCAMBIA | 32534 | | Not Available | |
| YARBROUGH TIRE CO., INC. | Varies by dealer | 602 W. HAMPTON SPRINGS AVE. | PERRY | TAYLOR | 32347 | (850) 584-7554 | Not Available | |
| ABC TIRES & AUTO | Varies by dealer | 7180 PARK BLVD | PINELLAS PARK | PINELLAS | 33781 | (727) 544-8939 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 7700 49TH ST N | PINELLAS PARK | PINELLAS | 33781 | (727)544-6601 | Not Available | |
| ALERT TIRE SERVICE | Varies by dealer | 1505 E BAKER ST | PLANT CITY | HILLSBOROUGH | 33563-5805 | (813) 754-3554 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5043 | BS,FS, PW | 2510 JIM REDMAN PKWY | PLANT CITY | HILLSBOROUGH | 33566 | (813)754-2747 | Not Available | |
| FUZZY'S TIRE CENTER | Varies by dealer | 800 N. STATE RD 7 | PLANTATION | BROWARD | 33317 | (954) 792-1370 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5083 | BS,FS, PW | 1865 N FLAMINGO RD | PLANTATION | BROWARD | 33323 | (954)851-1191 | Not Available | |
| E. F. TIRE & AUTO REPAIR | Varies by dealer | 3725 N FEDERAL HWY | POMPANO BEACH | BROWARD | 33064 | (954) 426-9926 | Not Available | |
| FLEETWORX TRUCK AND AUTO REPAIR LLC | Varies by dealer | 441 S. DIXIE HWY EAST | POMPANO BEACH | BROWARD | 33060-6909 | (954) 366-6696 | Not Available | |
| JIM'S AUTOMOTIVE | Varies by dealer | 2641 HAMMONDVILLE ROAD | POMPANO BEACH | BROWARD | 33069-1513 | (954) 977-8995 | Not Available | |
| L.C. CLARK TIRE COMPANY | Varies by dealer | 2110 BLOUNT ROAD | POMPANO BEACH | BROWARD | 33069 | (954) 975-5335 | Not Available | |
| MAD HATTER TIRE & AUTO | Varies by dealer | 919 S. DIXIE HWY E | POMPANO BEACH | BROWARD | 33060 | (386) 946-8606 | Not Available | |
| OK TIRE STORES | Varies by dealer | 3381 N DIXIE HWY | POMPANO BEACH | BROWARD | 33064 | (954) 941-8204 | Not Available | |
| POIRIER'S SERVICE CENTER | Varies by dealer | 601 S DIXIE HWY E | POMPANO BEACH | BROWARD | 33060-7806 | (954) 943-1445 | Not Available | |
| ROADWAY TIRE AND PARTS INC | Varies by dealer | 1301 SW 2ND ST | POMPANO BEACH | BROWARD | 33069 | (954)942-8122 | Not Available | |
| TIRE COUNTRY | Varies by dealer | 1280 S DIXIE HWY E | POMPANO BEACH | BROWARD | 33060-8513 | (954) 941-4400 | Not Available | |
| TIRES PLUS | BS,FS, PW | 1100 S FEDERAL HWY | POMPANO BEACH | BROWARD | 33062 | (954) 781-1961 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 3051 N FEDERAL HWY | POMPANO BEACH | BROWARD | 33064 | (954)941-4167 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5112 | BS,FS, PW | 600 S FEDERAL HWY | POMPANO BEACH | BROWARD | 33062 | (954)781-1961 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 6047 | BS,FS, PW | 220 VALLEY CIRCLE | PONTE VEDRA BEACH | SAINT JOHNS | 32082 | (904)543-9922 | Not Available | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| CERTIFIED TIRE | Varies by dealer | 87 NORTH TAMIAMI TRAIL | PORT CHARLOTTE | CHARLOTTE | 33953-4505 | (941) 255-9299 | Not Available | |
| MURDOCK TIRE AND AUTO CENTER | Varies by dealer | 740 TAMIAMI TRAIL SUITE 6 | PORT CHARLOTTE | CHARLOTTE | 33953-3001 | (941) 625-8473 | Not Available | |
| DON OLSON TIRE # 5022 | Varies by dealer | 3543 TAMIAMI TRL | PORT CHARLOTTE | CHARLOTTE | 33952 | (941)629-7561 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5062 | BS,FS, PW | 4221 KINGS HWY | PORT CHARLOTTE | CHARLOTTE | 33980 | (941)629-7143 | Not Available | |
| BOULEVARD TIRE CENTER | Varies by dealer | 3680 S. NOVA RD. | PORT ORANGE | VOLUSIA | 32129-4263 | (386) 586-6088 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 5437 S WILLIAMSON BLVD | PORT ORANGE | VOLUSIA | 32128 | (386) 767-9338 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 3812 S NOVA RD | PORT ORANGE | VOLUSIA | 32127 | (386)760-0374 | Not Available | |
| GEORGE'S WHOLESALE TIRE PROS | Varies by dealer | 8230 US HIGHWAY 19 | PORT RICHEY | PASCO | 34668 | (727) 817-0905 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 9009 US HIGHWAY 19 | PORT RICHEY | PACO | 34668 | (727)845-1094 | Not Available | |
| HOPSONS INVESTMENTS | Varies by dealer | 2001 SE PORT ST | PORT SAINT LUCIE | SAINT LUCIE | 34952 | (772)398-8100 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 6017 | BS,FS, PW | 1376 SW SAINT LUCIE WEST BLVD | PORT SAINT LUCIE | SAINT LUCIE | 34986 | (772)785-6205 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 6046 | BS,FS, PW | 9526 S FEDERAL HWY | PORT SAINT LUCIE | SAINT LUCIE | 34952 | (772)337-9001 | Not Available | |
| ST LUCIE BATTERY AND TIRE | Varies by dealer | 6911 HANCOCK DRIVE | PORT ST LUCIE | SAINT LUCIE | 34952 | 772-466-1814 | Not Available | |
| TOTAL TIRE | BS,FS, PW | 3221 SW YALE STREET | PORT ST LUCIE | SAINT LUCIE | 34953-3366 | (772) 879-1999 | Not Available | |
| ST LUCIE BATTERY AND TIRE | Varies by dealer | 1888 SW BAYSHORE BLVD | PORT ST LUCIE | SAINT LUCIE | 34984 | 772-807-5544 | Not Available | |
| ST. LUCIE BATTERY & TIRE | Varies by dealer | 10672 US-1 | PORT ST. LUCIE | SAINT LUCIE | 34952-6403 | (772) 461-1746 | Not Available | |
| BOULEVARD TIRE CENTER | Varies by dealer | 5178 DUNCAN RD | PUNTA GORDA | CHARLOTTE | 33982 | (941)639-7788 | Not Available | |
| W & L TIRE & WHEEL | Varies by dealer | 820 W. JEFFERSON ST. | QUINCY | GADSDEN | 32351-2206 | (850) 627-8830 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 10301 BIG BEND RD | RIVERVIEW | HILLSBOROUGH | 33578 | (813) 741-3087 | Not Available | |
| MAVIS TIRE SUPPLY | Varies by dealer | 13110 US HIGHWAY 301 | RIVERVIEW | HILLSBOROUGH | 33578 | (813) 533-5096 | Not Available | |
| CALLAGHAN TIRE | Varies by dealer | 891 W. 13TH ST. | RIVIERA BEACH | PALM BEACH | 33404-6709 | (561) 845-2875 | Not Available | |
| CARROLL TIRE | Varies by dealer | 1800 AVENUE P | RIVIERA BEACH | PALM BEACH | 33404-5331 | (561) 840-8595 | Not Available | |
| BOULEVARD TIRE CENTER | Varies by dealer | 424 W 13TH ST | RIVIERA BEACH | PALM BEACH | 33404 | (561)842-4332 | Not Available | |
| AMERICAN TIRE DISTRIBUTORS #112 | Varies by dealer | 601 103RD AVE NORTH | ROYAL PALM BEACH | PALM BEACH | 44411 | 800-950-5589 | Not Available | |
| SOUTH SHORE AUTO REPAIR | Varies by dealer | 2107 E COLLEGE AVE STE D | RUSKIN | HILLSBOROUGH | 33570-5226 | (813) 645-1674 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 9799 S DIXIE HWY | S MIAMI | MIAMI-DADE | 33156 | (305)665-6461 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 57 SAN MARCO AVE | SAINT AUGUSTINE | SAINT JOHNS | 32084 | (904) 826-4445 | Not Available | |
| ACTION GATOR TIRE | Varies by dealer | 4550 13TH STREET | SAINT CLOUD | OSCEOLA | 34769-6706 | (407) 891-5790 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5090 | Varies by dealer | 4200 13TH ST | SAINT CLOUD | OSCEOLA | 34769 | (407)957-3360 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 6291 9TH ST N | SAINT PETERSBURG | PINELLAS | 33702 | (727)527-6451 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5047 | BS,FS, PW | 2800 TYRONE BLVD N | SAINT PETERSBURG | PINELLAS | 33710 | (727)347-6400 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5055 | BS,FS, PW | 900 9TH ST N | SAINT PETERSBURG | PINELLAS | 33705 | (727)822-4041 | Not Available | |
| ACTION GATOR TIRE | Varies by dealer | 4151 W. 1ST STREET | SANFORD | SEMINOLE | 32771-9002 | (407) 322-6399 | Not Available | |
| A-OK TIRE MART | Varies by dealer | 1215 S FRENCH AVE | SANFORD | SEMINOLE | 32771 | (407)330-3588 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 601 W 1ST ST | SANFORD | SEMINOLE | 32771 | (407)322-0244 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 1710 MAIN ST | SARASOTA | SARASOTA | 34236 | (941) 955-4187 | Not Available | |
| GCR TIRE CENTER SARASOTA 0458 | Varies by dealer | 2964 63RD AVE EAST | SARASOTA | SARASOTA | 34203 | (941)739-7704 | Not Available | |
| LANNING TIRE SALES, INC. | Varies by dealer | 1235 N. LIME AVENUE | SARASOTA | SARASOTA | 34237 | (941) 365-0400 | Not Available | |
| TIRES PLUS TOTAL CAR CARE CENTER OF SARASOTA | BS,FS, PW | 2975 UNIVERSITY PKWY. | SARASOTA | SARASOTA | 34243-4202 | (941) 359-0202 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 2121 STICKNEY POINT RD | SARASOTA | SARASOTA | 34231 | (941)922-4843 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 4060 BEE RIDGE RD | SARASOTA | SARASOTA | 34233 | (941)371-5927 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5013 | BS,FS, PW | 1103 N WASHINGTON BLVD | SARASOTA | SARASOTA | 34236 | (941)365-1231 | Not Available | |
| TIRES PLUS | BS,FS, PW | 5812 DEREK AVE | SARASOTA | SARASOTA | 34238 | | Not Available | |
| COMMUNITY TIRE & AUTO SERVICE | Varies by dealer | 10435 U.S. HIGHWAY 1 | SEBASTIAN | INDIAN RIVER | 32958-5846 | (772) 388-9970 | Not Available | |
| ST. LUCIE BATTERY & TIRE | Varies by dealer | 1647 US HIGHWAY 1 | SEBASTIAN | INDIAN RIVER | 32958-3874 | (772) 581-0605 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5042 | BS,FS, PW | 800 US HIGHWAY 27 N | SEBRING | HIGHLANDS | 33870 | (863)382-8000 | Not Available | |
| EXPRESS OIL CHANGE - SEFFNER | Varies by dealer | 321 W DR MARTIN LUTHER KING JR BLVD | SEFFNER | HILLSBOROUGH | 33584-5069 | (813) 681-5152 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 6500 DYKES RD | SOUTHWEST RANCHES | BROWARD | 33331 | (954)680-9130 | Not Available | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| GEORGES WHOLESALE TIRE | Varies by dealer | 322 SUZANNE DRIVE | SPRING HILL | HERNANDO | 34606 | (352) 398-1791 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5034 | BS,FS, PW | 1376 LORI DR | SPRING HILL | HERNANDO | 34606 | (352)686-0442 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 6031 | BS,FS, PW | 1600 US 1 S | ST AUGUSTINE | SAINT JOHNS | 32084 | (904)824-0440 | Not Available | |
| MAVIS TIRE SUPPLY | Varies by dealer | 2701 TYRONE BOULEVARD | ST PETERSBURG | PINELLAS | 33710-3037 | (727) 347-7223 | Not Available | |
| MAVIS TIRE SUPPLY | Varies by dealer | 4001 4TH STREET NORTH | ST. PETERSBURG | PINELLAS | 33703 | (727) 431-8560 | Not Available | |
| SUNCOAST AUTO AND TIRE | Varies by dealer | 6777 HAINES ROAD N. | ST. PETERSBURG | PINELLAS | 33702 | (727) 520-1148 | Not Available | |
| ATLANTIC TIRE CENTER, INC. | Varies by dealer | 1380 SE MONTEREY RD | STUART | MARTIN | 34994 | (772) 287-7994 | Not Available | |
| ST. LUCIE BATTERY & TIRE | Varies by dealer | 4455 SOUTHEAST COVE ROAD | STUART | MARTIN | 34997-3343 | (772) 872-7375 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 3060 SE FEDERAL HWY | STUART | MARTIN | 34994 | (772)286-9711 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 6090 | BS,FS, PW | 2300 SE FEDERAL HWY | STUART | MARTIN | 34994 | (772)286-2095 | Not Available | |
| BOB'S AUTO | Varies by dealer | 10480 NW 50TH STREET | SUNRISE | BROWARD | 33351-8089 | (954) 741-0020 | Not Available | |
| GCR TIRES & SERVICE | Varies by dealer | 4702 CAPITAL CIR NW | TALLAHASSEE | LEON | 32303-7217 | (850) 222-3130 | Not Available | |
| MAVIS TIRE SUPPLY | Varies by dealer | 205 N. MAGNOLIA DR. | TALLAHASSEE | LEON | 32301 | | Not Available | |
| AMERICAN TIRE DISTRIBUTORS INC | Varies by dealer | 4723 CAPITAL CIR NW | TALLAHASSEE | LEON | 32303 | (850)422-2600 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 2211 APALACHEE PKWY | TALLAHASSEE | LEON | 32301 | (850)877-0184 | Not Available | |
| NEECE TIRE & AUTO SERVICE INC | Varies by dealer | 4792 BLOUNTSTOWN HWY | TALLAHASSEE | LEON | 32304 | (850)574-4100 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5071 | BS,FS, PW | 1917 W TENNESSEE ST | TALLAHASSEE | LEON | 32304 | (850)224-6152 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5072 | BS,FS, PW | 1883 CAPITAL CIR NE | TALLAHASSEE | LEON | 32308 | (850)942-7400 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5073 | BS,FS, PW | 2800 APALACHEE PKWY | TALLAHASSEE | LEON | 32301 | (850)877-4091 | Not Available | |
| OCELLO'S AUTOMOTIVE CENTER | Varies by dealer | 8151 N. PINE ISLAND RD | TAMARAC | BROWARD | 33321-1543 | (954) 722-0110 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 2079 | BS,FS, PW | 6480 W COMMERCIAL BLVD | TAMARAC | BROWARD | 33319 | (954)746-0380 | Not Available | |
| AMERICAN TIRE DISTRIBUTORS INC | Varies by dealer | 4410 EAGLE FALLS PL | TAMPA | HILLSBOROUGH | 33619 | (813)623-2004 | Not Available | |
| BOULEVARD TIRE CENTER | Varies by dealer | 6815 E. ADAMO DR. | TAMPA | HILLSBOROUGH | 33619-3419 | (813) 621-5445 | Not Available | |
| CALLAGHAN TIRE | Varies by dealer | 6425 CAUSEWAY BLVD. | TAMPA | HILLSBOROUGH | 33619-6349 | (941) 751-1577 | Not Available | |
| CARROLL TIRE | Varies by dealer | 3107 E GRACE ST | TAMPA | HILLSBOROUGH | 33605-5760 | (813) 247-5051 | Not Available | |
| DASH AUTOMOTIVE | Varies by dealer | 8630 CAUSEWAY BLVD. | TAMPA | HILLSBOROUGH | 33619 | (813) 620-3133 | Not Available | |
| EXPRESS OIL CHANGE - DALE MABRY | Varies by dealer | 4526 S DALE MABRY HWY | TAMPA | HILLSBOROUGH | 33611-1426 | (813) 839-3100 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 7105 KINGFISHER ST BLDG 924 | TAMPA | HILLSBOROUGH | 33621 | (813)840-8295 | Not Available | |
| FOY'S TRANSPORT TIRE SERVICE | Varies by dealer | 3411 S 50TH STREET | TAMPA | HILLSBOROUGH | 33619-6055 | (813) 241-4017 | Not Available | |
| GCR TIRES & SERVICE | Varies by dealer | 6310 E ADAMO DR | TAMPA | HILLSBOROUGH | 33619-3410 | (813) 623-1596 | Not Available | |
| MAVIS TIRE SUPPLY | Varies by dealer | 17325 DONA MICHELLE DRIVE | TAMPA | HILLSBOROUGH | 33647-3213 | (813) 558-0882 | Not Available | |
| MAVIS TIRE SUPPLY | Varies by dealer | 5660 W. WATERS AVENUE | TAMPA | HILLSBOROUGH | 33634-1213 | (813) 806-5765 | Not Available | |
| TIRES PLUS | BS,FS, PW | 4129 GUNN HWY | TAMPA | HILLSBOROUGH | 33618 | (813) 968-4149 | Not Available | |
| TWA FIRESTONE | Varies by dealer | 8930 N. 56TH ST. | TAMPA | HILLSBOROUGH | 33617-6209 | (813) 985-9729 | Not Available | |
| CALLAGHAN TIRE | Varies by dealer | 4017 N 40TH ST | TAMPA | HILLSBOROUGH | 33610 | (800)330-8672 | Not Available | |
| BOULEVARD TIRE CENTER | Varies by dealer | 6815 E ADAMO DR | TAMPA | HILLSBOROUGH | 33619 | (813)621-5445 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 13701 N DALE MABRY HWY | TAMPA | HILLSBOROUGH | 33618 | (813)963-3188 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 20331 BRUCE B DOWNS BLVD | TAMPA | HILLSBOROUGH | 33647 | (813)994-1090 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 2102 E FOWLER AVE | TAMPA | HILLSBOROUGH | 33612 | (813)977-5846 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 4901 W KENNEDY BLVD | TAMPA | HILLSBOROUGH | 33609 | (813)286-1182 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 5505 HANLEY RD | TAMPA | HILLSBOROUGH | 33634 | (813)885-7651 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 8706 CITRUS PARK DR | TAMPA | HILLSBOROUGH | 33625 | (813)792-8678 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 900 E KENNEDY BLVD | TAMPA | HILLSBOROUGH | 33602 | (813)229-2626 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 9035 N FLORIDA AVE | TAMPA | HILLSBOROUGH | 33604 | (813)932-4363 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5008 | BS,FS, PW | 1010 W KENNEDY BLVD | TAMPA | HILLSBOROUGH | 33606 | (813)228-9467 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5036 | BS,FS, PW | 16125 N DALE MABRY HWY | TAMPA | HILLSBOROUGH | 33618 | (813)960-7997 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5049 | BS,FS, PW | 3010 W HILLSBOROUGH AVE | TAMPA | HILLSBOROUGH | 33614 | (813)870-0021 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5056 | BS,FS, PW | 5136 E FOWLER AVE | TAMPA | HILLSBOROUGH | 33617 | (813)985-9996 | Not Available | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| TIRES PLUS TOTAL CAR CARE 5058 | BS,FS, PW | 3626 S DALE MABRY HWY | TAMPA | HILLSBOROUGH | 33629 | (813)832-6600 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5066 | BS,FS, PW | 8411 HANLEY RD | TAMPA | HILLSBOROUGH | 33634 | (813)889-8473 | Not Available | |
| LAKE TIRE | Varies by dealer | 812 W BURLEIGH BLVD | TAVARES | LAKE | 32778 | (352)343-0041 | Not Available | |
| TEQUESTA TIRE CO INC | Varies by dealer | 350 CYPRESS DR | TEQUESTA | PALM BEACH | 33469 | (561) 746-8381 | Not Available | |
| O'NEIL'S AUTO SERVICE | Varies by dealer | 11721 N US HWY 301 | THONOTOSASSA | HILLSBOROUGH | 33592-2949 | (813) 986-3175 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 2880 CHENEY HWY | TITUSVILLE | BREVARD | 32780 | (321)268-5560 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5099 | BS,FS, PW | 3100 GARDEN ST | TITUSVILLE | BREVARD | 32796 | (321)267-2118 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 10761 E COLONIAL DR | UNION PARK | ORANGE | 32817 | (407)249-7707 | Not Available | |
| EXPRESS OIL CHANGE - VALRICO | Varies by dealer | 3231 LITHIA PINECREST RD | VALRICO | HILLSBOROUGH | 33596-5634 | (813) 643-7200 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 1809 STATE RT 60 | VALRICO | HILLSBOROUGH | 33594 | (813)684-8038 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 1600 TAMIAMI TRL S | VENICE | SARASOTA | 34293 | (941)408-8861 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5024 | BS,FS, PW | 495 VENICE BYP N | VENICE | SARASOTA | 34285 | (941)484-3566 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 1306 19TH PL | VERO BEACH | INDIAN RIVER | 32960 | (772)562-5465 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 6083 | BS,FS, PW | 6050 20TH ST | VERO BEACH | INDIAN RIVER | 32966 | (772)564-8401 | Not Available | |
| KENDALL AUTOMOTIVE | Varies by dealer | 3100 W NEW HAVEN AVE | W MELBOURNE | BREVARD | 32904 | 321 727-0110 | Not Available | |
| ST LUCIE BATTERY & TIRE | Varies by dealer | 7071 N MILITARY TRAIL | WEST PALM | PALM BEACH | 33410 | 561-844-5505 | Not Available | |
| ERNIE BELLO MOTORSPORT | Varies by dealer | 1810 OLD OKEECHOBEE RD. | WEST PALM BEACH | PALM BEACH | 33409-5228 | (561) 686-1941 | Not Available | |
| HUBBS TIRE AND SERVICE | Varies by dealer | 190 TALL PINES RD | WEST PALM BEACH | PALM BEACH | 33413-1759 | (561) 478-0909 | Not Available | |
| MARTINO TIRE | Varies by dealer | 751 S CONGRESS AVE | WEST PALM BEACH | PALM BEACH | 33406 | 561-683-0535 | Not Available | |
| TIRES PLUS | BS,FS, PW | 1905 N JOG RD | WEST PALM BEACH | PALM BEACH | 33411 | (561) 683-8806 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 4070 OKEECHOBEE BLVD | WEST PALM BEACH | PALM BEACH | 33409 | (561)689-8850 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5075 | BS,FS, PW | 1877 N MILITARY TRL | WEST PALM BEACH | PALM BEACH | 33409 | (561)688-0595 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 2580 GLADES CIR | WESTON | BROWARD | 33327 | (954)217-0077 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5091 | BS,FS, PW | 2820 WESTON RD | WESTON | BROWARD | 33331 | (954)349-7011 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | NWQ CR 466 & CR 105 | WILDWOOD | SUMTER | 34785 | | Not Available | |
| SUMTER TIRE & AUTO SOUTH | Varies by dealer | 707 S MAIN STREET | WILDWOOD | SUMTER | 34785-4806 | (352) 748-6549 | Not Available | |
| SUMTER TIRE CO | Varies by dealer | 810 N MAIN ST | WILDWOOD | SUMTER | 34785 | (352)748-6556 | Not Available | |
| HUDSON TIRE AND SERVICE | Varies by dealer | 10 W STORY RD. | WINTER GARDEN | ORANGE | 34787 | (407) 656-6646 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 590 AVENUE A SW | WINTER HAVEN | POLK | 33880 | (863)293-2116 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 6007 | BS,FS, PW | 5996 CYPRESS GARDENS BLVD | WINTER HAVEN | POLK | 33884 | (863)324-6390 | Not Available | |
| ACTION GATOR TIRE | Varies by dealer | 1070 W. FAIRBANKS AVE. | WINTER PARK | ORANGE | 32789-4754 | (407) 599-4777 | Not Available | |
| ACTION GATOR TIRE | Varies by dealer | 2040 STATE ROAD 436 | WINTER PARK | ORANGE | 32792-2235 | (407) 677-7703 | Not Available | |
| ACTION GATOR TIRE | Varies by dealer | 300 S. ALAFAYA TRAIL | WINTER PARK | ORANGE | 32828-8917 | (407) 275-7172 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 7727 UNIVERSITY BLVD | WINTER PARK | ORANGE | 32792 | (407) 679-0104 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 899 S ORLANDO AVE | WINTER PARK | ORANGE | 32789 | (407)629-4619 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5009 | BS,FS, PW | 2190 ALOMA AVE | WINTER PARK | ORANGE | 32792 | (407)644-5938 | Not Available | |
| FIRESTONE COMPLETE AUTO CARE | BS,FS, PW | 5960 RED BUG LAKE RD | WINTER SPRINGS | SEMINOLE | 32708 | (407)699-7332 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5053 | BS,FS, PW | 5375 RED BUG LAKE RD | WINTER SPRINGS | SEMINOLE | 32708 | (407)695-9400 | Not Available | |
| TIRES PLUS TOTAL CAR CARE 5038 | BS,FS, PW | 5240 GALL BLVD | ZEPHYRHILLS | PASCO | 33542 | (813)788-1200 | Not Available | |

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Continued…

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

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

| | |
|---|---|
| **Motion:** To approve Consent Agenda Items 1 through 15 | |
| **Made by:** Commissioner Robinson | **Seconded:** Commissioner Underhill |
| **Disposition:** Carried unanimously | |

14. Recommendation: That the Board approve a 3-month renewal to AccuStaff for the 4th of [the] allowable 5 years of the toll staffing contract (Funding: Fund 167, Bob Sikes Toll Bridge, Cost Center 140301, Object Code 53401).

| | |
|---|---|
| **Motion:** To approve Consent Agenda Items 1 through 15 | |
| **Made by:** Commissioner Robinson | **Seconded:** Commissioner Underhill |
| **Disposition:** Carried unanimously | |

15. Recommendation: That the Board approve, and authorize the County Administrator to sign, the Agreement between Escambia County and Gulf Coast Environmental Contractors, Inc., per the terms and conditions of PD 17-18.051, Escambia County Waste Services Large Machine Mowing at Perdido Landfill, for a term of one year, with possible two additional one-year renewal terms; anticipated annual expenditure of $54,320 (Funding: Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 53401).

| | |
|---|---|
| **Motion:** To approve Consent Agenda Items 1 through 15 | |
| **Made by:** Commissioner Robinson | **Seconded:** Commissioner Underhill |
| **Disposition:** Carried unanimously | |

Escambia County
Clerk's Original

6/21/2018 CAB II-15

**AGREEMENT RELATING TO**
**WASTE SERVICES, LARGE MACHINE MOWING (P.D. 17-18.051)**

**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 Gulf Coast Environmental Contractors, Inc. (hereinafter referred to as "Contractor"), a for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 59-3735170, whose principal address is 251 East Johnson Avenue, Pensacola, FL 32514, and whose mailing address is 1765 East Nine Mile Road, Suite 1, #110, Pensacola, FL 32514.

**WITNESSETH:**

Verified By: [signature] Date: 9/26/18

**WHEREAS**, on April 17, 2018, the County issued an Invitation to Bidders (P.D. 17-18.051) seeking a contractor to provide routine large machine mowing and trimming of grassed and vegetated areas on the grounds of the Perdido Landfill; 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 twelve (12) months. Upon mutual agreement, the Agreement may be renewed for two additional twelve (12) month terms. Upon the expiration of the initial term and any subsequent renewals, if it is determined that interim performance is necessary to allow for the solicitation and award of a new contract, the County may extend this Agreement on a month-to-month basis for up to an additional six (6) months. The County shall provide written notice of the desire to renew/extend the Agreement thirty (30) days prior to the expiration of the current term. The total duration of this Agreement, including the exercise of all options to renew the term and/or extend on an interim basis, shall not exceed forty-one months.

3. Scope. Contractor agrees to perform in accordance with the scope of services as outlined in Escambia County's *Invitation to Bidders, Resolicit Escambia County Waste Services Large Machine Mowing at Perdido Landfill, Specification No. P.D. 17-18.051*, 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 supplies, equipment, and labor 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 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 goods/services received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

6. Purchase Orders. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail. No minimum quantity of work is guaranteed during the term of this Agreement, and only those tasks assigned pursuant to a work order may be compensated.

7. Termination. 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.

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 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

(d) Pollution/Environmental Impairment Liability with $1,000,000 per occurrence.

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.

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: | Gulf Coast Environmental Contractors, Inc.<br>Attention: Tracy Hayes<br>251 East Johnson Avenue<br>Pensacola, Florida 32514 | To: | Escambia County<br>Attention: County Administrator<br>221 Palafox Place, Suite 420<br>Pensacola, Florida 32502 |

With copy to: Tracy Hayes, President
1765 East Nine Mile Road
Suite 1, #110
Pensacola, FL 32514

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Escambia County**
**Office of the County Administrator**
**221 Palafox Place, Suite 420**
**Pensacola, Florida 32502**
**(850) 595-4947**

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. 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: _____

By: _____
Jack R. Brown, County Administrator

Witness: _____

Date: 9/19/18

BCC Approved: 6/21/18

Witness: _____

**CONTRACTOR: GULF COAST ENVIRONMENTAL CONTRACTORS, INC.**

Witness: _____

By: _____
Tracy C. Hayes, President

Date: 9/17/18

_____
Corporate Secretary

[SEAL] Seal

Approved as to form and legal sufficiency.

By/Title: _____

Date: 6/8/18

PD 17-18.051, Escambia County Waste Services Large Machine Mowing at Perdido Landfill

## ATTACHMENT A

## SCOPE OF WORK

**Scope of Services:**
The work specified consists of routine large machine mowing and trimming of grassed and vegetated areas at the Perdido Landfill.

**Description:**
Contractor to provide typically large machine mowing and trimming service for Waste Services (the Department) during the typical growing season. Work consists of routine mowing and trimming of grass and/or vegetation at Perdido Landfill; along Beulah Road from Kingsfield Road up to and including Range Road; and Gulf Power Road up to the flare with conventional mowing/trimming equipment. Vegetation consists of planted and or natural grasses, weeds and other vegetation within the area to be mowed. The use of specialized equipment or hand labor will be required to perform specific work in certain areas. The Contractor shall furnish a complete proposal of his plan for accomplishing the required work, including a list of the equipment and personnel to be utilized, prior to the execution of the Contract. The Contractor shall also furnish insurance as required by County Resolution R2006-169.

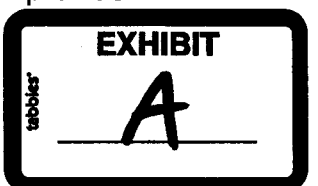
**Types of Mowing/Trimming:**
Large machine mowing includes the routinely mowed areas of large gently sloped terrain to steep slopes greater or steeper than 3 horizontal to 1 vertical, roadside ditch bottoms, pond berms, front and back slopes of terrace swales. All hand labor required to perform specified work around appurtenances shall be incidental to the type of mowing. Appurtenances shall include but not be limited to groundwater monitoring wells, gas boundary probes, air injection pipes and limits of waste markers. All monitoring wells should be trimmed at a minimum of 4 feet, 360 degrees around each well or cluster of wells. In addition, vehicle access to all groundwater-monitoring wells shall be mowed and/or trimmed at each service cycle.

**Frequency of Mowing/Trimming:**
The area and limits of mowing and trimming have been previously established and are distinguishable in the field. The Contractor shall mow and trim up to the limits maintained by the Department and around existing appurtenances located within the areas to be mowed. Perdido Landfill is to cut once per month starting in April and ending in October, approximately seven cycles per year.

Extreme weather conditions (wet or dry), which influence vegetation growth, may impact total number of mow and trim cycles per year.

The Department shall determine estimated number of acres to be accomplished within a specified number of calendar days for each site, when to begin each mowing cycle and the total number of cycles.

The Department can submit via fax or phone a request for service at least five days in advance to the contractor when service is needed. Upon receipt of request, contractor is to mobilize within a five working-day period and begin work. Contractor shall provide



PD 17-18.051, Escambia County Waste Services Large Machine Mowing at Perdido Landfill

sufficient resources to perform mowing and trimming service in a timely manner. Upon completion of service, contractor is to notify landfill designee that service is complete. Department will inspect work and notify contractor if service is satisfactory or if additional work needed prior to payment. Contractor shall submit invoice for payment upon completion of each service cycle.

**Equipment:**
All mowing equipment shall be equipped with slow moving vehicle sign located on the rear of the tractor, amber flashing light or white strobe light mounted on the tractor and operating, protective devices on mowers and trimmers to prevent objects from being thrown, and safety devices installed by the manufacturer. Safety devices shall be properly installed and maintained at all times the equipment is in use.

If the Department determines that any equipment is deficient in safety devices, the contractor shall remove the equipment from service immediately and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the department. Inspection of the contractor's equipment by the department shall not relieve the contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the Contractor's equipment, nor will it relieve the contractor of the responsibility to meet the established time for completion of the mowing cycle.

Mowing and trimming equipment shall be maintained so as to produce a clean, sharp cut at all times. The contractor shall furnish sufficient resources to accomplish the work satisfactorily within the specified cycle time.

**Method of Operation:**
The contractor shall not begin any cutting cycle without notification to the Department. Contractor will be expected to respond and begin work within five working days of notification. Contractor shall notify the Department when a cycle is started and when work is interrupted for any reason. All mowing and trimming shall progress concurrently within the limits of the area to be worked. Each cutting cycle is to be completed in its entirety prior to beginning another cycle. When work by County forces, other contractors or weather conditions prevent the Contractor from cutting any areas, and such conditions are eliminated during the period designated for that mowing cycle, the Department may require the Contractor to cut these areas as part of the cycle without penalty for exceeding the time allowed or additional compensation.

The contractor shall exercise the necessary care to preclude any source of litter by the contractor's operation. All work to be performed during daylight hours.

**Quality:**
All grass and vegetation shall be cut to a minimum height of six (6) inches. No streaking or scalping shall be allowed in the areas mowed. The height of all grasses and vegetation on slopes or around appurtenances when cut using hand tools shall be cut to the same height and quality as the surrounding mowed area. Negligence by the contractor which results in property damage public or private shall be repaired or replaced by the contractor to the satisfaction of the Department at no additional cost to the Department. Repairs or replacement should be completed prior to the submission of the contractor's invoice for work accomplished during the cycle. The Contractor is not required to remove

PD 17-18.051, Escambia County Waste Services Large Machine Mowing at Perdido Landfill

grass or other vegetation cuttings from the areas mowed or required to rake or pick up the cuttings. The Contractor is responsible for complying with Department's Personal Protective Equipment Policy while performing work for the Department. Policy can be obtained from Waste Services.

**Contractor Liability:**
Negligence by the Contractor resulting in public or private property damage, and/or injury to persons shall be remedied by the Contractor to the satisfaction of the Department at no additional cost to the Department. Repairs or replacement should be completed prior to the submission of the Contractor's invoice for work accomplished during the cycle.

**Final Acceptance for Payment:**
Waste Services reserves the right to withhold payment for services if the Department has reasonable doubt as to the integrity of any part of the completed work prior to final acceptance. The Department will not allow payment until the Contractor has remedied the work to the satisfaction of the Department. The Department reserves the right to cancel contract if due diligence is not provided to satisfactorily comply with all requirements of this contract.

**Maintenance Schedule for Perdido Landfill**

| Service | OCT | APR | MAY | JUN | JUL | AUG | SEP |
|---|---|---|---|---|---|---|---|
| Mow Existing Vegetation | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Mow Beulah Rd: Kingsfield Rd to Range | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Mow North Side of Range Road to Gate | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Mow Gulf Power Road to the Flare | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Trim Air Injection Pipes | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Trim Landfill Gas Boundary Probes | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Trim Surface Monitoring Points | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Trim Groundwater Wells | 1 | 1 | 1 | 1 | 1 | 1 | 1 |

PD 17-18.051, Escambia County Waste Services Large Machine Mowing at Perdido Landfill

# SIGN AND RETURN THIS FORM WITH YOUR BIDS**

**SOLICITATION, OFFER AND BID FORM**
**SUBMIT OFFERS TO:**
**Paul Nobles, CPPO, CPPB, FCN, FCCM**
**Purchasing Manager**
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)595-4980 Fax No: (850) 595-4805

**ESCAMBIA COUNTY FLORIDA**

**Invitation to Bid**

Escambia County Waste Services Large Machine Mowing at Perdido Landfill

**SOLICITATION NUMBER: PD 17-18.051**

## SOLICITATION

MAILING DATE: April 17, 2018
OFFERS WILL BE RECEIVED UNTIL: **3:00 p.m., CST, April 30, 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 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: 59-3735170

TERMS OF PAYMENT: Net 30

DELIVERY DATE WILL BE 10 DAYS AFTER RECIEPT OF PURCHASE ORDER

VENDOR NAME: Gulf Coast Environmental Contractors, Inc.

ADDRESS: 1765 E. Nine Mile Rd. Ste. 1, #110

CITY, ST. & ZIP: Pensacola, FL 32514

PHONE NO.: (850) 433-1770

TOLL FREE NO.: ( ) N/A

FAX NO.: (850) 435-9326

REASON FOR NO OFFER: N/A

BID BOND ATTACHED $ 1,000.00

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

Tracy Hayes, President
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/proposer's offer shall result in this bid/proposal being rejected as non-responsive.***

## BID FORM

| Service Performed | Est. Quantity | Unit of Measure | Unit Price | Annual Service | Unit of Measure | Annual Cost |
|---|---|---|---|---|---|---|
| Mow Existing Vegetation | 109 | Acres | 61.00 | 7 | Months | ~~$0.00~~ 46,543.00 |
| Mow Beulah Road Kingsfield Road to Range Road | 6.25 | Acres | 70.00 | 7 | Months | ~~$0.00~~ 3,062.50 |
| Mow Gulf Power Road and around Flare | 2.25 | Acres | 70.00 | 7 | Months | ~~$0.00~~ 1,102.50 |
| Trim Air Injection Pipes | 4 | Each | 15.00 | 7 | Months | ~~$0.00~~ 420.00 |
| Trim Groundwater Monitoring Wells | 24 | Each | 14.00 | 7 | Months | ~~$0.00~~ 2,352.00 |
| Trim Landfill Boundary Probes | 8 | Each | 15.00 | 7 | Months | ~~$0.00~~ 840.00 |
| | | | | | Total | ~~$0.00~~ 54,320.00 |



EXHIBIT B

PD 17-18.051, Escambia County Waste Services Large Machine Mowing at Perdido Landfill

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 X

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date 4/26/18 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 P01000074406

Occupational License No. 73349

Person to contact concerning this bid:

Name: Scott Hayes OR Kyle Brown

Phone: 850-776-9968 OR 850-776-9712

Email: Kyle@gcecinc.com

Person to contact for emergency service:

Name: Kyle Brown

Phone: 850-776-9712

Email: Kyle@gcecinc.com

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

6. Scheduling of a Public Hearing

Motion made by Commissioner Robinson, seconded by Commissioner Valentino, and carried 4-1, with Commissioner May voting "no," authorizing the scheduling and advertising of a Public Hearing for June 3, 2014, at 5:31 p.m., for consideration of the renewal of a *Permit to Construct and/or Operate a Construction and Demolition Debris Facility* for Longleaf C&D Disposal Facility, located at 2023 Longleaf Drive, Pensacola, Florida, owned by Waste Management, Inc.

10. Amendment to an Agreement

Motion made by Commissioner Robinson, seconded by Commissioner Robertson, and carried unanimously, approving the *Amendment of Operations and Maintenance Agreement* between the Perdido Landfill, owned and operated by Escambia County, Florida, and LFG Technologies, Inc., amending the Term and Termination of the current Agreement.

II. BUDGET/FINANCE CONSENT AGENDA

1-19. Approval of Various Consent Agenda Items

Motion made by Commissioner Valentino, seconded by Commissioner Robertson, and carried unanimously, approving Consent Agenda Items 1 through 19, as follows, with the exception of Items 7, 13, and 15, which were held for separate votes:

1. Adopting the Resolution *(R2014-45)* authorizing the write-off of $2,462,546.31 in accounts receivable that have been recorded in the Emergency Medical Service Fund of Escambia County and have been determined to be uncollectible bad debts

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

22. Recommendation: That the Board approve the Third Amendment to the Operations and Maintenance Agreement between the Perdido Landfill, owned and operated by Escambia County, Florida, and LFG Technologies, Inc., amending Attachment "A", Cost Estimate, included as part of Exhibit "A" to the Operations and Maintenance Agreement, increasing the Base Operations and Maintenance (O&M) Fee 6%, in the amount of $3,842, as provided via Exhibit "A."

[Funding: Fund 401, Solid Waste, Cost Center 230308, Object Code 53401]

| |
|---|
| **Motion:** Move the balance in the affirmative<br>**For Information:** The "balance" refers to Budget/Finance Consent Agenda Items 1 through 23, with the exception of Items 4, 11, 14, and 20, which were held for separate votes. CAR II-21 was also voted on separately. |
| **Made by:** Commissioner Underhill<br>**Seconded by:** Commissioner Barry |
| **Disposition:** Carried 4-0, with Commissioner Bergosh absent |

23. Recommendation: That the Board ratify the Amendment of Agreement between Escambia County, Florida, and Thompson Consulting Services, LLC, related to PD 17-18.007, Debris Monitoring Services as related to the parties wishing to amend the Agreement to incorporate Exhibit E setting forth additional provisions that may be applicable in the event Federal Emergency Management Agency (FEMA) financial assistance is used to fund all or a portion of the Agreement.

The provided Amendment of Agreement was signed by the firm and administration before it was realized that the Board had not approved.

[Funding: The funding source will be determined when the event occurs]

| |
|---|
| **Motion:** Move the balance in the affirmative<br>**For Information:** The "balance" refers to Budget/Finance Consent Agenda Items 1 through 23, with the exception of Items 4, 11, 14, and 20, which were held for separate votes. CAR II-21 was also voted on separately. |
| **Made by:** Commissioner Underhill<br>**Seconded by:** Commissioner Barry |
| **Disposition:** Carried 4-0, with Commissioner Bergosh absent |

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

17. Recommendation: 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]

| |
|---|
| **Motion:** Move the balance<br>**For Information:** The "balance" refers to Items 1 through 25, with the exception of Item 20, which was held for a separate vote, as amended to drop Item 10. |
| **Made by:** Commissioner Bergosh<br>**Seconded by:** Commissioner Bender |
| **Disposition:** Carried 4-0, with Commissioner Underhill having left the meeting |

18. Recommendation: 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]

| |
|---|
| **Motion:** Move the balance<br>**For Information:** The "balance" refers to Items 1 through 25, with the exception of Item 20, which was held for a separate vote, as amended to drop Item 10. |
| **Made by:** Commissioner Bergosh<br>**Seconded by:** Commissioner Bender |
| **Disposition:** Carried 4-0, with Commissioner Underhill having left the meeting |

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

26. Recommendation: That the Board approve, and authorize the Interim County Administrator to sign, the Agreement between Escambia County, Florida, and Southern Haulers, LLC, per the terms and conditions of PD 18-19.051, Contingency Hauling Services for Palafox Transfer Station, $275 per trip, with an estimated expense of $175,000, on an annual basis.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230307, Object Code 53401]

| |
|---|
| **Motion:** Move to approve the Item with an end certain date through September 30th at the same rate per trip |
| **Made by:** Commissioner Barry<br>**Seconded by:** Commissioner Bergosh |
| **Disposition:** Carried 4-0, with Commissioner Underhill absent |

27. Recommendation: That the Board approve, and authorize the Interim County Administrator to sign, the Agreement between Escambia County, Florida, and Auto, Truck, and Industrial Parts and Supply, Inc., per the terms and conditions of PD 18-19.038, Lubrication Products, for an indefinite quantity, indefinite delivery Contract, with an estimated annual value of $74,914.99.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 214042, Object Code 55201]

| |
|---|
| **Motion:** Move the Item |
| **Made by:** Commissioner Barry<br>**Seconded by:** Commissioner Bergosh |
| **Disposition:** Carried 4-0, with Commissioner Underhill absent |

DRAFT

Protecting, Leading & Uniting...since 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519
p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org

Date: June 3, 2019

To: All Perspective Participants

From: Steve Casey, Executive Director
Sarrah Glassner, Deputy Executive Director
Craig Chown, CPP Manger
Annette Grissom, CPP Coordinator II
Lisa Gregor, CPP Coordinator

Re: Contract Number FSA 19-TRS21.0 - Tires

We are pleased to announce that the Florida Sheriffs Association has successfully completed its 21st nationwide cooperative bid for tires. This contract is in effect beginning June 3, 2019 through February 28, 2022.

This year's bid has 10 tire specifications which include:

- Specification 1: Law Enforcement Pursuit and Emergency High Speed Vehicle Tires;
- Specification 2: Passenger Vehicle Tires;
- Specification 3: Light Truck & Related Vehicle Tires;
- Specification 4: Commercial Truck & Related Vehicle Tires;
- Specification 5: Off Road Equipment Tires;
- Specification 6: Agricultural Farm & Implement Tires;
- Specification 7: Specialty Tires;
- Specification 8: Off the Road (OTR) Solid Rubber Moulded Tires;
- Specification 9: Press on Solid Rubber Tires;
- Specification10: Industrial - Solid Rubber Tires

The competitive process for this award began in December 2018, when stakeholders were surveyed regarding procurement needs. Specifications were developed based on prior year activity and new additions were added based on survey results and the Fleet Advisory Committee's review of commodities.

On April 5, 2019, a direct notification was sent to nine (9) prospective bidders to register for qualification to participate in the bid process. An advertisement of the Invitation to Bid (ITB) was placed within the Florida Administrative Weekly on March 28, 2019 and again on April 5, 2019. From this ITB, 6 bidders responded to the pre-bid meeting registration. Of these respondents, 6 submitted bids and 6 qualified, responsive bidders were awarded after a review by the FSA Fleet Advisory Committee and FSA Cooperative Purchasing Program staff.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions to procure this contract.

Contract prices are extended and guaranteed to any local government or political subdivision of the state, public educational institutions, other public agencies or authorities with the State of Florida, and other entities approved by the manufacturer to participate in this contract.

Out of state sales are permitted under this contract. All purchasers are bound by their local governing purchasing ordinances, rules and regulations.

All awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

List of Awards for FSA 19-TRS21.0 – Tires Include:

- **Bridgestone** – Specifications 1-6;
- **Continental** – Specifications 1–7, and 9-10;
- **Goodyear** – Specifications 1-5;
- **Maxam** – Specifications 5, and 8-10;
- **Michelin** – Specifications 1-7;
- **Setco** – Specifications 8-9

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

26. Recommendation: That the Board adopt the Resolution [R2018-143] approving Supplemental Budget Amendment #030, Other Grants and Projects Fund (110), in the amount of $107,798, to recognize remaining funds available from Fiscal Year 2018 from the Florida Department of State, Division of Elections, Security Grant that needs to be recognized in the current year's budget. These funds will be used to purchase products and/or services that enhanced the security for the 2018 Primary/General Election in Escambia County. Funds could also be spent to strengthen cyber security for elections systems, cyber security training for local election officials, cyber security best-practices, voter education, poll worker training and standardizing elections results reporting, and upgrades of election-related computer systems.

| | |
|---|---|
| **Motion:** Move the balance in the affirmative<br>**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:** | |

27. Recommendation: That the Board take the following action regarding Contract PD 16-17.081, General Paving and Drainage Pricing Agreement:

A. Approve the first one-year renewal, effective December 1, 2018, on the Unit Price Contract, PD 16-17.081, General Paving and Drainage Pricing Agreement, for each of the following firms, accepting those price changes as indicated in the provided documents;

1. Allsouth Construction Services, LLC;
2. B & W Utilities, Inc.;
3. Chavers Construction, Inc.;
4. Gulf Atlantic Constructors, Inc.;
5. Gulf Marine Construction, Inc.;
6. Heaton Brothers Construction Company, Inc.;
7. J. Miller Construction, Inc.;
8. Midsouth Paving, Inc.;
9. Panhandle Grading & Paving, Inc.;
10. Principle Properties, Inc.;
11. Roads, Inc. of NWF;
12. Site and Utility, LLC; and
13. Utility Service Company, Inc.;

(Continued on Page 47)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

27. Continued…

B. Authorize the Agreement for use by various Departments, and utilize the accepted Bid Form Price Listing and Balance of Line Items as defined within the Special Terms and Conditions of the Solicitation to determine the lowest bid for a project; and

C. Authorize the issuance of individual or blanket Purchase Orders by all Departments/Divisions, in accordance with Chapter 46 of the Escambia County Code of Ordinances, during Fiscal Year 2018-2019.

[Funding: various Funds, Cost Centers, and Project Numbers]

| | |
|---|---|
| **Motion:** Move the balance in the affirmative<br><br>**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:** | |

28. Recommendation: That the Board take the following action regarding the purchase of one 2019 Model Pierce FX Tanker:

A. Authorize the County to utilize the Florida Sheriff's Association/Florida Association of Counties and Florida Fire Chiefs' Association Contract, FSA18-VEF13.0, Spec 16, in accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; Exemptions; and Section 46-64, Board approval; and

B. Authorize the issuance of a Purchase Order for the purchase of one 2019 Model Pierce FX Tanker for the Public Safety Fire Department of Escambia County, Florida, to Ten-8 Fire Equipment, Inc., in the amount of $287,313, according to the specifications outlined in Specification Number VE 18-19.001.

In an effort to encourage competition from local businesses, and in compliance with Board-adopted policy, this purchase was advertised on the Escambia County web site for thirty days. Additionally, an email was sent to local automotive dealerships. No bids were received.

(Continued on Page 48)

# AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES (PD 02-03.079)

**THIS AMENDMENT TO THE AGREEMENT** is entered into on November 5, 2015, by and between Escambia County, Florida, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County") and Jones Edmunds & Associates, Inc., a [corporation] or [limited liability company] authorized to transact business in the State of Florida, whose address is 730 NE Waldo Road, Gainesville, Florida 32641 (hereinafter referred to as "Consultant").

**WITNESSETH:**

**WHEREAS**, on October 2, 2003, the County entered into an agreement with the Consultant to perform services in connection with PD 02-03.079; and

**WHEREAS**, the Parties have mutually agreed to revise certain provisions of the agreement; and

**WHEREAS**, as a result of said revisions, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the County and Consultant agree to amend the Agreement as follows:

1. That the foregoing recitals are true and correct and incorporated herein by reference.

2. That Article 7, paragraph 7.2 is hereby amended to read as follows:

> 7.2 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work of individual project task orders. Such changes must be negotiated and mutually agreed upon by both parties. The mutual agreement will be formalized by ~~a~~ the County providing written ~~change order to the task order issued by the County~~ notice to the Consultant.

3. That Exhibit "A" is amended to read as follows:

"Fee Schedules" for the continuing contract shall be established based on the "Current Averages for Audited Overhead, Expense and Facilities Capital Cost of Money (FCCM) Rates" as provided in the current Florida Department of Transportation (FDOT) Negotiation Handbook Guidelines For Professional Services Contracts, which is incorporated by reference herein. ~~the following:~~

- ~~Maximum Overhead – 168%~~
- ~~Maximum Profit – 12%~~
- ~~Maximum FCCM – 1.50%~~
- ~~Maximum Multiplier – 301.66% (providing no single item above is exceeded~~
- ~~Existing Hourly Rates for each firm (based on an audited or auditable financial package)~~

4. That the Parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

5. That the effective date of this Amendment shall be on the last date executed by the Parties hereto.

6. That 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 the 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:

**COUNTY:**
Escambia County, Florida, a political subdivision of the State of Florida

2/10/16
Witness

Jack R. Brown, County Administrator

Witness

Date: 2/10/16

**CONSULTANT:**
**Jones Edmunds & Associates, Inc.**

Kenneth S. Vogel, PE, Senior Vice President

Attest:

Date: 2/1/16

Corporate Secretary

(Corporate Seal)

JONES, EDMUNDS & ASSOCIATES, INC. CORPORATE SEAL 1974 FLORIDA

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

23. Recommendation: That the Board award an Indefinite Quantity, Indefinite Delivery Contract for PD 17-18.096, Roadway Materials Pricing Agreement, to the following firms based on pricing provided, which shall extend for a period of 12 months, with the option to extend for two additional 12-month periods, up to a maximum 36 months renewed upon mutual agreement of both parties, and approve, and authorize the County Administrator to sign, the Agreements:

A. Roads, Inc. of NWF;

B. Panhandle Grading and Paving, Inc.; and

C. Midsouth Paving, Inc.

[Funding: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Various Projects – $850,000; Fund 181, Master Drainage Basins, Cost Centers 210719-210736, Object Code 56301 – $50,000; Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 55301 – $300,000; Fund 401, Solid Waste Management, Cost Center 230309 (Closed Landfills), Object Code 55301 – $50,000; Fund 401, Solid Waste Management, Cost Center 230314 (Operations), Object Code 55301 – $200,000; and Fund 401, Solid Waste Management, Cost Center 230315 (Projects), Object Code 56301 – $500,000]

| | |
|---|---|
| **Motion:** Move the balance<br><br>**For Information:** The "balance" refers to Consent Agenda Items 1 through 24, with the exception of Items 12 and 22, which were held for separate votes. | |
| **Made by:** Commissioner Robinson | **Seconded:** Commissioner Underhill |
| **Disposition:** Carried 4-0, with Commissioner May having left the meeting | |
| **Audio:** | |

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16904** **County Administrator's Report 14. 23.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 10/03/2019
**Issue:** Global Corner, "Bringing the World to Life"
**From:** Jeff Bergosh, Commissioner, District 1
**Organization:** Commissioner, District 1
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning the Funding for Global Corner, “Bringing the World to Life” - Commissioner Jeff Bergosh, District 1

That the Board approve funding of $500 to Global Learning, “Bring the World to Life”, from Commissioner Jeff Bergosh’s discretionary money, and approve a Purchase Order for this purpose.

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

## BACKGROUND:

This is the 13th year that Global Corner has been teaching children in classrooms about different cultures, customs, foods and traditions. By exposing children to people from other areas of the world, their goal is to show the importance of fostering understanding, empathy and civility from an early age.

## BUDGETARY IMPACT:

The Board approved $50,000 in the Fiscal Year 2018-2019 Budget for each Commissioner to use as discretionary funds.

## LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

## PERSONNEL:

N/A

## POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

## IMPLEMENTATION/COORDINATION:

Upon Board approval, the Budget Office will work with Global Corner to obtain the necessary paperwork to process a payment voucher.

---

### Attachments

Global Corner Letter

---

Global Corner

P.O. Box 12785
Pensacola, FL 32591 (MAILING ONLY)

321 N. DeVilliers St., Ste. 220
Pensacola, FL 32501

850.332.6404
theGlobalCorner.org

September 18, 2019

Dear Friend of The Global Corner,

You may have noticed that our logo has changed – but our commitment to expanding horizons for children in our community remains as strong as ever. You can help.

Your support during our first twelve years has helped us bring the world to 75,000 elementary school children in Escambia and Santa Rosa Counties. This year The Global Corner will continue to promote global competency and nurture cultural appreciation. Like you, we recognize the ***importance of fostering understanding, empathy and civility*** from a very early age.

In less than a month we will begin our Lucky 13th Year of "Bringing the World to Life". (Did you know that the number 13 is considered very lucky in some cultures?) This year's program takes our students on a virtual tour of ***Deutschland*** - Germany! Children will explore the Black Forest and learn about the origins of the Grimm Brothers Fairy Tales, discover the many customs, traditions, foods and festivals throughout Germany, learn about famous German musicians and artists, roam through castles and discover how and why they were built, and experience the German language that is spoken by more Europeans than any other language. ***All this without leaving their classrooms!***

You can help us continue to be the driving force in international education in Northwest Florida by allowing children to explore unchartered territories and discover the world outside of their own neighborhoods and communities. ***Will you help us reach our goal of bringing the world to 8,000 children this year?***

Please take the time to fill out the attached donor card. Mail it in the self-addressed envelope with your check so that you can be a part of this virtual global educational experience. If you prefer, you can donate via credit card on the donor card or online at www.TheGlobalCorner.org.

*Danke schön,* (thanks) in advance, for expanding horizons in our community!

Sincerely,

Vanessa Mayes

Vanessa Mayes
Executive Director

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16862** **County Administrator's Report 14. 24.**
**BCC Regular Meeting** **Budget & Finance Consent**
**Meeting Date:** 10/03/2019
**Issue:** Florida Department of Law Enforcement Justice Assistance Grant (JAG) Acceptance for Jail Alternative Initiative Federal FY18
**From:** William Powell, Director, Corrections
**Organization:** Corrections
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning the Acceptance of the Florida Department of Law Enforcement Justice Assistance Grant (JAG) Countywide Program Subgrant in the Amount of $47,213 for the Fiscal Year 2018-2019 Jail Alternative Initiative Project - William R. Powell, Director of Corrections

That the Board take the following action concerning the Justice Assistance Grant for the Fiscal Year 2018-2019 Jail Alternative Initiative project:

A. Approve the acceptance of the Justice Assistance Grant (JAG) Countywide Program subgrant award, in the amount of $47,213, related to the Fiscal Year 2018-2019 Jail Alternative Initiative project;

B. Authorize the Chairman to sign the Acceptance of Federal Funding Assistance; and

C. Authorize the Chairman, as the County's authorized official, to execute any Amendments or other related documents as may be required for the Jail Alternative Initiative Project.

## BACKGROUND:

As authorized by the Board on July 18, 2019, the Escambia County Corrections Department completed the Application for Funding Assistance related to the Justice Assistance Grant for the Jail Alternative Initiative. This $47,213 Grant will be utilized to ensure that qualified offenders who are eligible for release are not penalized due to their inability to remit payment for the alternative electronic

monitoring or drug patch programs offered by the County. This Grant will provide the needed funding to offset the costs associated with providing these services to indigent offenders. The funding will be utilized to reimburse the department for a portion of the expenses that were incurred during Fiscal Year 2018-2019. The $47,213 allocated to this project will cover GPS, SCRAM and Drug Patch services for a combined impact of approximately 11,700 service days.

## BUDGETARY IMPACT:

These Grant funds are designed as a reimbursement program. There is no local match requirement. Administration fees are not specifically designated as eligible under this Grant. The reimbursement funds will be identified in Fund 114, Revenue Account 331241.

## LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed the award acceptance document and approved it as to form and legal sufficiency.

## PERSONNEL:

The Corrections Department staff will manage and implement the Grant project.

## POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation complies with all provisions of the Board of County Commissioners' Grant Policy.

## IMPLEMENTATION/COORDINATION:

Corrections Department Staff will administer the Grant related project.

---

**Attachments**

BCC Action 07.18.2019
Acceptance of Federal Funding Assistance
Application for Funding Assistance

---

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Recommendation: That the Board take the following action concerning the Application for the Jail Alternative Initiative project, in the amount of $47,213:

   A. Approve the Application for Funding Assistance regarding the Florida Department of Law Enforcement Justice Assistance Grant (JAG) County-wide Program for the Jail Alternative Initiative project, in the amount of $47,213; and
   B. Authorize the Chairman to sign the Application for Funding Assistance and related application documents regarding the Jail Alternative Initiative project.

   [Funding: This Grant does not require matching funds.]

| |
|---|
| **Motion:** Move the Item , A, B, and C, in the affirmative |
| **Made by:** Commissioner Bergosh<br>**Seconded by:** Commissioner Underhill |
| **Disposition:** Carried unanimously |

10. Recommendation: That the Board take the following action concerning Amendment #017 to Agreement #A0150 with Big Bend Community Based Care, Inc.:

    A. Approve Amendment #017 to Contract #A0150. This Amendment updates and replaces Exhibit H-Financial Reporting within the Agreement; and

    B. Authorize the Chairman to sign Amendment #017 to Contract #A0150.

    [Funding: This Contract is a fixed rate Contract for a total of $43,971, for Fiscal Year 2019-2020]

| |
|---|
| **Motion:** Move the Item in the affirmative |
| **Made by:** Commissioner Bergosh<br>**Seconded by:** Commissioner Barry |
| **Disposition:** Carried unanimously |

## Edward Byrne Memorial Justice Assistance Grant (JAG) Program

## ACCEPTANCE OF FEDERAL FUNDING ASSISTANCE

Subrecipient: Escambia County Board of County Commissioners

Subgrant Number: 2020-JAGC-ESCA-1-Y5-014

Project Title: JAIL ALTERNATIVE INITIATIVE FOR FEDERAL FISCAL YEAR 2018

Pass-through Entity: Florida Department of Law Enforcement

---

This award is subject to all applicable rules, regulations, and conditions, as contained in the Department of Justice Grants Financial Guide, and the Office of Management and Budget Uniform Grant Requirements (2 C.F.R. Part 200). This award is also subject to the incorporated standard and special conditions, and such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government.

In witness whereof, the parties affirm they each have read and understand the conditions set forth in this agreement, have read and understand the agreement in its entirety, and accept this agreement through the signature of their duly authorized officers on the date, month, and year set out below.

Escambia County Board of County Commissioners
Authorizing Official (Commission Chairperson, Mayor, or Designated Representative)

_____
Signature Date

Lumon J. May, Chairman
Printed Name and Title

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

[SEAL]

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 09-16-2019

Escambia County Department of Corrections
Authorizing Official (Official, Administrator, or Designated Representative)

_____
Signature Date

William R. Powell, Chief of Corrections
Printed Name and Title

Florida Department of Law Enforcement
Office of Criminal Justice Grants

_____
Signature Date

_____
Printed Name and Title

# Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

## Section 1: Administration

### Subgrant Recipient

**Organization Name:** Escambia County Board of County Commissioners
**County:** Escambia

### Chief Official

**Name:** Lumon May
**Title:** Chairman
**Address:** 221 Palafox Place
Suite 400
**City:** Pensacola
**State:** FL **Zip:** 32502-5827
**Phone:** 850-595-4930 **Ext:**
**Fax:** 850-595-3944
**Email:** district3@myescambia.com

### Chief Financial Officer

**Name:** Pam Childers
**Title:** Clerk of the Circuit Court and Comptroller
**Address:** 221 North Palafox Street
Suite 140
**City:** Pensacola
**State:** FL **Zip:** 32502-5827
**Phone:** 850-595-4830 **Ext:**
**Fax:**
**Email:** pchilders@EscambiaClerk.com

# Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

## Section 1: Administration

### Implementing Agency

**Organization Name:** Escambia County Department of Corrections
**County:** Escambia

### Chief Official

**Name:** William Powell
**Title:** Chief Corrections Officer
**Address:** 2251 North Palafox
**City:** Pensacola
**State:** FL **Zip:** 32501-1722
**Phone:** 850-595-3114 **Ext:**
**Fax:**
**Email:** wrpowell@myescambia.com

### Project Director

**Name:** Whitney Lucas
**Title:** Corrections Financial Manager
**Address:** 2251 North Palafox Street
**City:** Pensacola
**State:** FL **Zip:** 32501-1722
**Phone:** 850-417-4479 **Ext:**
**Fax:**
**Email:** wclucas@myescambia.com

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 1: Administration

Section Questions:

Question: Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with the Department of Homeland Security (DHS) or Immigration and Customs Enforcement (ICE)?

Answer: No

Question: Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?

Answer: Yes

Question: If yes to either #1 or #2, describe each practice AND provide a copy of each law or policy to criminaljustice@fdle.state.fl.us.

Answer: Refer to SB 168

# Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

## Section 2: Project Overview

### General Project Information

**Project Title:** JAIL ALTERNATIVE INITIATIVE FOR FEDERAL FISCAL YEAR 2018
**Subgrant Recipient:** Escambia County Board of County Commissioners
**Implementing Agency:** Escambia County Department of Corrections
**Project Start Date:** 10/1/2018 **End Date:** 3/31/2020

### Problem Identification

This is a continuation JAGC program grant for contractual services from 2019-JAGC-ESCA-1-N2-072. This grant was awarded for the project period 10/1/17-9/30/19 in the amount of $30,000, then later amended to $50,000. The grant as amended was fully expended by mid January 2018. The program has been deemed a success for its ability to provide alternatives to incarceration for the target population. During FFY17-18 Escambia County Corrections successfully monitored approximately 343 unduplicated participants, thus reducing the number of incarcerated offenders.

Escambia County has consistently experienced overcrowding at the County Jail in Pensacola, Florida. In an effort to mitigate overcrowding, Escambia County advocates for providing alternatives to incarceration in the form of alternative programs and/or monitoring. Offenders frequently are unable to participate in alternative programs due to their inability to pay the fees associated with these programs. The fees are the financial responsibility of the offender and are necessary to cover the operating costs of the respective program. When qualified offenders are financially unable to pay for the associated monitoring fees it creates a barrier preventing offenders from participating in alternative programs.

Offenders remain incarcerated even with the availability of alternative programs due to their inability to pay these fees which in turn contributes to the incidence of overcrowding experienced at the Escambia County Jail. When the courts deem offenders as indigent the Jail Alternative Initiative (JAI) program is utilized to remove the participation barrier by paying for the monitoring fees on behalf of the offender. Without the JAI program, indigent offenders find themselves at an immediate disadvantage compared to those with the financial means to pay the fees associated with release. The JAI program provides the much needed relief for the indigent offenders. Without the JAI program numerous offenders with no monetary bond will find themselves incarcerated due to their inability to meet the financial obligations associated with the added condition of release of paying monitoring fees.

The condition of release typically requires the offender to utilize electronic GPS monitoring, drug patches, or SCRAM (secure continuous remote alcohol monitor). Indigent offenders are forced to remain incarcerated when they cannot meet the financial obligations of the required tracking equipment and/or supervision. Also to consider the offender`s inability to take part in alternative programs translates to a host of additional issues outside of overcrowding at the Escambia County Jail. Incarcerated offenders are unable to reengage with their families and other vital support systems.

The interaction with and support from family members has been shown to reduce offender recidivism. In addition, incarcerated offenders who cannot fulfill the financial obligations

## Section 2: Project Overview

associated with court ordered monitoring and/or supervision are again at a disadvantage to their fee-paying counterparts as they are unable to retain or maintain gainful employment. Finally, it is important to note that every incarcerated offender not only adds to the overcrowding problem at the Escambia County Jail, it also results in increased operating costs that are passed along to the taxpayers of Escambia County. Currently the budget for the Escambia County Board of commissioners does not have the resources to fund the Jail Alternative Initiative. Grant funding will provide the assistance necessary for this much needed enhancement.

### Project Summary (Scope of Work)

The mission of the Escambia County Community Corrections Division is to provide community based alternatives to incarceration that ensure public safety, promote responsible behavior and encourage positive lifestyles. When an offender is sentenced to a period of supervision via a community-based alternative to incarceration, the offender is required to pay the associated operational fees. These fees are necessary to maintain the viability of the various programs offered through Escambia County Community Corrections. For offenders who are deemed indigent by the Court and/or the Community Corrections staff, assistance with payment of these fees through the Edward Byrne Memorial Justice Assistance Grant is being sought.

The grant will assist in ensuring the release of qualified low-level offenders from the Escambia County Jail. This would reflect a direct reduction in incarcerated offenders at the already overcrowded Escambia County Jail who will alternatively be placed in a supervised community-based program with assistance from the Edward Byrne Memorial Justice Assistance Grant. The primary emphasis of the Jail Alternative Initiative is to ensure that qualified offenders who are eligible for release are not penalized due to their inability to remit payment for the alternative programs associated fees. The grant will be utilized to offset the cost for indigent offenders released from the Escambia County Jail with an Electronic GPS monitoring device, drug patch, or SCRAM (secure continuous remote alcohol monitor) condition accompanying their terms of release.

The fundamental objective of the Jail Alternative Initiative is to provide community-based alternatives to indigent offenders who are incarcerated and have been court-ordered to be released under Community Corrections supervision. This program is not designed and will be prohibited from paying any court ordered bond requirements. Eligible offenders will have no bond requirement and as a condition of release will follow their court ordered provision of monitored GPS, drug patch, or SCRAM program.

Providing for the indigent offender population will assist in alleviating the overcrowding at the Escambia County Jail while simultaneously providing indigent individuals the opportunity to participate in an alternative program they would not otherwise have access to. Escambia County Department of Corrections has a goal to convert 9% of offenders with bonds less than $1,000 to GPS/SCRAM/Drug Patch monitoring as an alternative to jail confinement. The major activities associated with reaching the goals as outlined are the identification of candidates in the target population, registration of those candidates to GPS monitoring, followed by continued growth of the effectiveness of the program using factual data. The timeline for this grant equates to 60 offenders per year or approximately 5 offenders per month with

the average length of the sentencing at 180 days.

Escambia County Community Corrections is contracting with Western States Contracting Association-National Association of Purchasing Officers (WSCA-BASPO) to provide indigent offenders with the court ordered tracking component required for their release. Grant funding would be used to remit payment for contractual obligations for approximately 444 offenders in our three (3) target groups: SCRAM; GPS Active; GPS Passive. The provider`s minimum performance required for payment by the County will be established and accounted for through the local subcontract agreement. Documentation to support costs and activities will consist of a copy of the contractual agreement with the equipment provider, monthly logs with the name or identification number of each participant, the date of enrollment into the program and the date, time and duration of each monitoring appointment. Copies of invoices and payment records will also be provided to support expenditures for reimbursement.

The deliverable for this agreement is the quarterly performance of the tasks and activities described in the scope of work in accordance with the local agency agreement. The County will request reimbursement of allowable costs identified in Section 4, pages 1-2 on a quarterly basis. All activities discussed in the scope of work or project deliverables are for the contractual services provided to the Escambia County Department of Corrections.

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 2: Project Overview

Section Questions:

Question: What percentage of the total cost of this project is being funded by sources other than this award?

Answer: 0

Question: What is the name of the jurisdiction(s) your agency provides service to. (e.g., City of Miami, Orange County, State of Florida)

Answer: Escambia County

Question: What is the address of the location being used to provide services for this project?

Answer: 2251 North Palafox Street, Pensacola, FL 32501-1722

Question: Describe your agency. (e.g., non-profit, community based, government)

Answer: Government

Question: Have you verified that the subgrantee has an active and current registration in SAM.gov?

Answer: Yes

Question: What is the Operating Capital Outlay threshold used by the subgrantee?
If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.

Answer: $1,000

Question: Does the subgrantee receive a single grant in the amount of $750,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the implementing agency receive a single grant in the amount of $750,000 or more from the U.S. Department of Justice?

Answer: No

Question: In your organization's preceding completed fiscal year, did your organization (the subgrantee) receive at least (a) 80 percent or (b) $25,000,000 of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Answer: No

Question: If you answered yes above, does the public have access to information about the compensation of the executives in your organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: No

Question: What is the combined population of the jurisdiction(s) your agency provides services to (according to the 2010 census)?

Answer: 297619

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 3: Performance

### General Performance Info:

**Performance Reporting Frequency:** Quarterly

**Prime Purpose Area:** 08 - Community corrections

**State Purpose Area:** 1G - General Questions

### Objectives and Measures

**Objective:** General Questions - General Questions for All Recipients

Measure: General 01

Will your organization be using the crimesolutions.gov website during the grant period regardless of JAG funding? Crimesolutions.gov provides information on several crime reduction and prevention programs and practices.

Goal: No

Measure: General 02

Will your organization be using the The National Training and Technical Assistance Center (NTTAC) during the grant period, regardless of JAG funding? The NTTAC serves as BJA's training and technical assistance center. You can find resources, tools, webinars, and TTA support on a variety of criminal justice issues and initiatives.

Goal: No

Measure: General 03

Will your organization be using the NCJP.org website during the grant period, regardless of JAG funding? NCJP.org contains resources to support strategic planning, program development, and implementation of evidence-based policy and practice.

Goal: No

Measure: General 04

Will your organization be using the Evidence-Based Policing Matrix during the grant period regardless of JAG funding? The Evidence-Based Policing Matrix provides information on evidence-based practices for law enforcement.

Goal: No

Measure: General 05

Will your organization be using the What Works in Reentry Clearinghouse during the grant period regardless of JAG funding? The clearinghouse provides research on the effectiveness of reentry programs and practices.

Goal: No

Measure: General 06

## Section 3: Performance

Will your organization be using Research to Practice during the grant period regardless of JAG funding? Research to Practice promotes the dissemination of research on drug courts to practitioners and policymakers.

Goal: No

Measure: General 07

Will your organization be using any other resources during the grant period regardless of JAG funding? If yes, please describe them.

Goal: No other resources will be utilized for the target population to participate in the Jail Alternative Initiative.

Measure: General 08

During the grant period, will your agency conduct or sponsor (with or without JAG funds) a survey or focus group of citizens on any of the following topics? Enter all that apply from the following list: Public satisfaction with police services; public satisfaction with prosecution services; public satisfaction with public defender/indigent defense services; public satisfaction with courts; public perceptions of crime/disorder problems; personal crime experiences of citizens; none of the above; unsure/don't know.

Goal: None of the above.

Measure: General 09

During the grant period, which of the following community activities will your organization be involved in, with or without JAG funds and how often will they each occur (yearly, monthly, etc.)? Choose from the following list: Hosting community meetings; attending community meetings; distributing a newsletter, e-mail, or other bulletin; attending community events; conducting social media activities; conducting outreach to minority populations; other (please describe)

Goal: No outreach activities as described are presently planned.

Measure: General 10

Law Enforcement Agencies ONLY: In which of the following ways has your agency fostered community involvement in the last year? Enter all that apply from the following list: Citizen Review Board or other review board with citizen representation, Citizen's Police Academy, Internships for university or high school students, Volunteer Program, Auxiliary police officer program, Police Cadet Program, k-12 school programs, Youth Athletic Programs, Other (please Describe), None of the above, Unsure/Don't know.

Goal: None of the above.

Measure: General 11

Identify the goal(s) you hope to achieve with your funding. If you have

## Section 3: Performance

multiple goals, describe each goal separately.

Goal: 1. To provide offenders alternatives to incarceration.
2. Reduce the jail population.
3. Enable offenders to continue to meet employment, family, and academic obligations.

Measure: General 12

Are the subrecipient and implementing agency aware that they will be required to report on the status of the identified goals during each reporting period?

Goal: Yes, agency is aware of reporting requirements.

Measure: General 13

Describe any barriers you may encounter which may prevent you from achieving your identified goal(s).

Goal: The barrier encountered may be that demand exceeds the funding available to clients.

Measure: General 14

Are you aware that the Office of Criminal Justice Grants encourages recipients to report on any noteworthy accomplishments, success stories, or program results that they would like to showcase?

Goal: Yes

Measure: General 11b

What major activities are planned for each of your goals listed in question 11?

Goal: 1.Provide offenders alternatives to incarceration,determined by judiciary discretion. Non-violent offenders may be offered alternatives to jail. 2.Sentencing non-violent offenders in lieu of jail time, grantee can use limited jail space to house serious, repeat, and violent offenders. 3.In lieu of jail time, offenders work with community corrections officers to determine times to meet sentencing obligations that do not interfere with offender`s employment, school, or counseling obligations.

**State Purpose Area:** 5C - Consultants/Contracts

### Objectives and Measures

**Objective:** Consultants/Contracts - Questions for all recipients using consultants/contracts.

Measure: Consultants1

Please describe what consultants/contracts will be paid for with JAG funds during the grant period. Include names, titles and areas of expertise where applicable.

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 3: Performance

Goal: Escambia County Community Corrections is currently utilizing the Western States Contracting Association-National Association of Purchasing Officers (WSCABASPO) cooperative purchasing agreement. The grant will be utilized to remit payment for GPS services in accordance with this agreement.

**State Purpose Area:** R25 - Questions for recipients of an award $25,000 or more.

### Objectives and Measures

**Objective:** CC General - Community corrections questions for recipients of an award $25,000 or more.

Measure: CC01

How many supervisees does your agency currently have under supervision, regardless of JAG funding?

Goal: 3611

Measure: CC02

How many supervision employees does your office/facility currently have on staff? Please count both full- and part-time employees.

Goal: 10

Measure: CC03

Of the supervision employees your office/facility currently has on staff, how many are JAG funded?

Goal: 0

Measure: CC04

How many nonsupervision employees does your office/facility currently have on staff? Please count both full- and part-time employees.

Goal: 31

Measure: CC05

Of the nonsupervision employees your office/facility currently has on staff, how many are JAG funded?

Goal: 0

**Objective:** CC Project - Project specific community corrections questions for recipients of an award $25,000 or more.

Measure: CC06

Will you have a specific community corrections program which is partially or fully funded by JAG? If yes, what is the name of this program? (Programs are considered continuous initiatives, processes, or other

## Section 3: Performance

focused efforts defined by goals and objectives.) If you are operating more than one program, include the names of each one.

Goal: Yes, the Jail Alternative Initiative will be fully funded by JAG.

Measure: CC07

If you will operate a community corrections program with JAG funds during the grant period, what percentage of the program's total costs will be paid for with sources other than this JAG award? If you operated more than one program, answer for each separately.

Goal: The Jail Alternative Initiative Community Corrections Program is funded 100% by JAG funds. There are no other funding sources currently available to Escambia County.

Measure: CC08

If you will operate a community corrections program with JAG funds during the grant period, what was the initiation year of that program, regardless of when it received JAG funding? If you will operate more than one program, answer for each separately.

Goal: 2016

Measure: CC09

Are you or a partner planning or conducting an evaluation of your community corrections program? If you will operate more than one program, answer for each separately.

Goal: Yes

Measure: CC10

If you or a partner are planning or conducting an evaluation of your community corrections program, describe the current status of the evaluation, its purpose, who is conducting the evaluation and the evaluation results if applicable. If you will operate more than one program being evaluated, answer for each separately.

Goal: We will be performing internal evaluation that will be conducted by the Community Corrections Division Manager. It will assess the impact of the Jail Alternative Initiative on the jail population. The evaluation will not begin until the program commences.

Measure: CC11

If you will operate a community corrections program with JAG funds during the grant period, who is the target population. If you will operate more than one program, answer for each separately. Choose all that apply from the following list: All adult community supervisees, All juvenile community supervisees, Subset of adult community supervisees, Subset of juvenile community supervisees, Other (please describe).

## Section 3: Performance

Goal: Other, currently incarcerated inmates with aggregate bonds of $1,000 or less.

Measure: CC12

What community corrections services will you provide during the grant period? If you will operate more than one program, answer for each separately. Choose all that apply from the following list: Cognitive based, Educational, Employment, Healthcare/Medicaid eligibility, Housing, Mental Health, Pro-social, Substance abuse, Transportation, Vocational, Individualized case planning, Family engagement, Other (please describe).

Goal: Educational, employment, mental health, individualized case management and planning, and family engagement.

Measure: CC13

How many JAG-funded staff members are involved in the program? If you will operate more than one program, answer for each separately.

Goal: Zero, there are no JAG-funded staff members.

Measure: CC14

How many non JAG-funded staff members are involved in the program? If you will operate more than one program, answer for each separately.

Goal: There are 4 non JAG-funded staff members that are involved in the program.

Measure: CC15

When are candidates typically assessed/screened for eligibility for services, regardless of JAG funding? Choose from the following: Upon arrest/preadjudication, Within the first 6 weeks of sentencing, Within the first 6 months of sentence/time served, Post release, None of the above, Other (please describe).

Goal: Upon arrest/preadjudication.

Measure: CC16

Regardless of JAG funding, approximately how many candidates will be screened for eligibility for your community corrections program during the grant period? Candidates are those identified at the time of arrest or referred by criminal justice professionals but who may not necessarily be deemed eligible for participation. If you will operate more than one program, answer for each separately.

Goal: Approximately 678 candidates a year will be screened for eligibility related to the Jail Alternative Initiative.

Measure: CC17

Regardless of JAG funding, approximately how many new participants will

## Section 3: Performance

receive services for the first time during the grant period? If you will operate more than one program, answer for each separately.

Goal: Approximately 95 new participants would be considered during the grant period. Without JAG funding, all potential participants will be denied services to the Jail Alternative
Initiative program and will instead remain incarcerated.

Measure: CC18

Regardless of JAG funding, how many total participants are currently enrolled in your community corrections program? If you operated more than one program, answer for each separately.

Goal: Misdemeanor Probation - 152
Check Diversion - 187
Work Release - 47
Pre-Trial - 398
Pre-Trial Diversion - 333
Electronic Monitoring - 91
Community Services Work - 155

Measure: CC19

Regardless of JAG funding, approximately how many participants will successfully complete all corrections program requirements during the grant period? If you will operate more than one program, answer for each separately.

Goal: Misdemeanor Probation-528 successful
Check Diversion-939 cases paid
Work Release-204 successful
Pre-Trial Release-1,360 successful
Pre-Trial Diversion-1,212 successful
Electronic Monitoring-389 successful
Community Service Work-626 successful

Measure: CC20

Regardless of JAG funding, approximately how many participants will not complete your community corrections program (unsuccessfully exited) for any reason during the grant period? If you will operate more than one program, answer for each separately.

Goal: Misdemeanor Probation - 198
Check Diversion - 215
Work Release - 20
Pre-Trial - 100
Pre-Trial Diversion - 224
Electronic Monitoring - 32
Community Services Work - 34

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 3: Performance

Measure: CC21

Are you aware that you will be required to complete the community corrections questionnaire and submit it to your grant manager alongside each performance report.

Goal: Yes

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 4: Financial

### General Financial Info:

**Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.**

**Financial Reporting Frequency for this Subgrant:** Quarterly

**Is the subgrantee a state agency?:** No

**FLAIR / Vendor Number:** 596000598

### Budget:

| Budget Category | Prime | Match | Total |
|---|---|---|---|
| Salaries and Benefits | $0.00 | $0.00 | $0.00 |
| Contractual Services | $24,705.00 | $0.00 | $24,705.00 |
| Expenses | $22,508.00 | $0.00 | $22,508.00 |
| Operating Capital Outlay | $0.00 | $0.00 | $0.00 |
| Indirect Costs | $0.00 | $0.00 | $0.00 |
| **-- Totals --** | **$47,213.00** | **$0.00** | **$47,213.00** |
| **Percentage** | **100.0** | **0.0** | **100.0** |

### Project Generated Income:

**Will the project earn project generated income (PGI)?** No

## Section 4: Financial (cont.)

### Budget Narrative:

Escambia County Corrections (ECC) has a goal to convert 10% of offenders with bonds less than $1,000 to GPS/SCRAM/Drug Patch monitoring as an alternative to jail confinement. This equates to 65 offenders per year or approximately 5 offenders per month. The fees are the actual cost to the department, no program income is generated. The average length of sentencing is 180 days, as such the breakdown of the 65 offenders for the FFY18 $47,213 proposed allocation is as follows:

CONTRACTUAL SERVICES $24,741

18 Active GPS at $3.20/day for 180 days = $10,368
14 Passive GPS at $3.10/day for 180 days = $7,812
9 SCRAM (Alcohol Monitoring) at $4.05/day for 180 days = $6,561

EXPENSES $22,665

24 offenders X 4 Drug patches per month X 6 months (180 Days) X $39.35 = $22,665

BUDGET TOTAL: $47,406

Any expenditures over the cost of allocated JAG funding will be paid by the Escambia County BOCC.

Shipping and Handling for the Drug Patches will be included in the purchase price.

The Edward Byrne Memorial Justice Assistance Grant projected award is $47,213. Escambia County Corrections has limited financial resources and uses this funding for indigent offenders to have the opportunity to consider jail alternatives when judges offer release with the added condition of electronic GPS monitoring, SCRAM, or drug patches. Annually, it is estimated that approximately 678 unduplicated offenders will have bonds less than $1,000. Due to financial constraints, not all offenders will have the resources to post bond for release and pay for fees associated with the various monitoring programs. Without JAGC funding the offenders will remain incarcerated until their court date.

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 4: Financial

Section Questions:

Question: If the budget contains salaries and benefits, will this project result in a net personnel increase, or continue to fund a prior federally grant funded net personnel increase?

Answer: No

Question: If Expenses or Operating Capital Outlay are included in your budget, what will be the method of procurement for those items? (e.g., competitive bid, sole source, state term contract)

Answer: Three (3) verbal quotes.

Question: If indirect cost is included, explain the indirect cost plan. Provide documentation of approval.

Answer: N/A

Question: If contractual services in the budget are based on unit costs, provide a definition and breakdown of cost for each service. Include the methodology for the unit cost plan and when it was approved.

Answer: Escambia County Community Corrections is currently utilizing the Western States Contracting Association-National Association of Purchasing Officers (WSCA-BASPO) Contract #00212 as deemed appropriate by the Escambia County Board of County Commissioners competitive bidding process. This agreement was approved for utilization on February 18, 2016 and applies to the pricing plan for both active and passive GPS monitoring units. The current rate is fixed at $3.20 per offender per day for active monitoring and $3.10 per offender per day for passive monitoring. The Community Corrections Division is currently utilizing the lowest priced vendor for SCRAM (secure continuous remote alcohol monitor) units as determined by competitive quotes obtained by the department in October 2015. The current rate for the SCRAM units are $4.05 per offender per day. The drug test patch uses sweat as the specimen source and is worn on the skin for up to 7 days or longer. The patches cost $39.35 per unit for the device and one-time installation. The procurement of drug patches is through a competitive process to ensure that the lowest price is obtained.

# Edward Byrne Memorial Justice Assistance Grant (JAG) Program

# SUBAWARD STANDARD CONDITIONS

The State of Florida, Department of Law Enforcement (FDLE) is a recipient of federal JAG funds. FDLE, as the non-federal pass-through entity and State Administering Agency (SAA) for this program, subawards JAG funds to eligible units of government. All subawards made by FDLE to units of government under this program require compliance with the agreement and Standard Conditions upon signed acceptance of the subaward.

Upon approval of the application, or subaward, the following terms and conditions will become binding. As a unit of government, the subrecipient will maintain required state and federal registrations and certifications for eligibility under this program. For JAG-Countywide subawards, the designated County Coordinator for local units of government will submit documentation in accordance with Florida Administrative Code 11D-9 supporting the strategic planning for allocation of these funds. The subrecipient agrees to submit required programmatic and financial reports supporting eligible activities were completed in accordance with the grant and program requirements.

The Department will only reimburse subrecipients for authorized activities. The Department will not reimburse for costs incurred for any purpose other than those specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform grant activities as specified in the agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. § 200 and these Standard Conditions, including but not limited to project costs being disallowed, withholding of federal funds and/or termination of the project.

## GENERAL REQUIREMENTS

**All subrecipients must comply with the financial and administrative requirements set forth in the following:**

**Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide**
**https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf**

**Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)**
**Subpart A, Definitions**
**Subparts B-D, Administrative Requirements**
**Subpart E, Cost Principles**
**Subpart F, Audit Requirements and all applicable Appendices**

**Code of Federal Regulations: www.gpo.gov/fdsys/**
**2 C.F.R. §175.15(b), Award Term for Trafficking in Persons**
**28 C.F.R. §38, Equal Treatment for Faith-Based Organizations**
**28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments**
**28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace**
**28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63**

**State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:**
**http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf and**
**http://dos.myflorida.com/media/698314/gs2-sl-2017-final.pdf**

**State of Florida Statutes**
**Section 215.971, F.S., Agreements funded with federal or state assistance**
**Section 215.985, F.S., Transparency in government spending**

## DEFINITIONS

**Disallowed costs** means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

**Equipment** means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.

**Grant agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

**Improper payment** means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements and; Improper payment includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

**Micro-purchase** means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions). It is $3,500 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

**Modified Total Direct Cost (MTDC**) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

**Non-Federal entity** is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Non-federal pass-through entity** is a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

**Period of performance** means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.210 Information contained in a Federal award paragraph (a)(5) and 200.331 Requirements for pass-through entities, paragraph (a)(1)(iv)).

**Protected Personally Identifiable Information (PII)** means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

**Questioned cost** means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do

not reflect the actions a prudent person would take in the circumstances.

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is $150,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R.§ 200.67)

**Subaward** is an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Supplies** means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or $5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

## SECTION I: TERMS AND CONDITIONS

**1.0 Payment Contingent on Appropriation and Available Funds** - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subrecipients for incurred costs is subject to available federal funds.

**2.0 Commencement of Project** - If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subaward funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

**3.0 Supplanting -** The subrecipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

**4.0 Personnel Changes -** The subrecipient agrees to promptly notify the Department through the SIMON Help Desk of any change in chief officials or key project staff, including changes to contact information or title changes. The subrecipient acknowledges that some changes in points of contact will require formal grant adjustment to reflect the change in the agreement.

**5.0 Non-Procurement, Debarment and Suspension** - The subrecipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Government wide Debarment And Suspension (Non-procurement)". These procedures require the subrecipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subaward is $100,000 or more, the sub recipient and implementing agency certify that they and their principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal

offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

**6.0 Federal Restrictions on Lobbying** - In general, as a matter of federal law, federal funds may not be used by any subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

**7.0 State Restrictions on Lobbying -** In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

**8.0 Additional Restrictions on Lobbying** - The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

**9.0 "Pay–to–Stay"** - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

**10.0 The Coastal Barrier Resources Act** - The subrecipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

**11.0 Background Check** - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

Such background investigations shall be conducted at the expense of *the employing agency or employee.*

**12.0 Privacy Certification** - The subrecipient must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. § 22 that are applicable to collection, use, and revelation of data or information. Subrecipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. §§ 22 and, in particular, 22.23. Privacy Certification forms must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

**13.0 Conferences and Inspection of Work** - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

**14.0 Insurance for Real Property and Equipment** - The subrecipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

**15.0 Flood Disaster Protection Act** - The sub recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

**16.0 Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subrecipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

## SECTION II: CIVIL RIGHTS REQUIREMENTS

**1.0 Participant Notification of Non-discrimination** FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

**2.0 Title VI of the Civil Rights Act of 1964** - The subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

**Equal Employment Opportunity Certification (EEOC)** - A subrecipient or implementing agency must submit an EEO Certification annually within 120 days of award.

**Equal Employment Opportunity Program (EEOP)** - A subrecipient or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Subrecipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (https://ojp.gov/about/ocr/eeop.htm).

**3.0 Title IX of the Education Amendments of 1972** If the subrecipient operates an education program or activity, the subrecipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

**4.0 Equal Treatment for Faith Based Organizations** The subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Equal Treatment for Faith Based Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

**5.0 Americans with Disabilities Act** - Subrecipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

**6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G)** - Subrecipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services**.**

**7.0 Age Discrimination Act of 1975** - Subrecipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.

**8.0 Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, subrecipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises subrecipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.

**9.0 Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national

origin, sex, or disability against a subrecipient of funds, the subrecipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

**10.0 Filing a Complaint** - If the subrecipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subrecipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

**11.0 Retaliation** - In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

**12.0 Non-discrimination Contract Requirements** - Subrecipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the subrecipient.

**13.0 Pass-through Requirements** - Subrecipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the subrecipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

## SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILTY

**1.0 Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Subrecipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of grant funds; and able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest bearing account, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to DOJ.

**2.0 Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

## SECTION IV: SUBAWARD MANAGEMENT AND REPORTING REQUIREMENTS

**1.0 Obligation of Subrecipient Funds** - Subaward funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subrecipient's project are eligible for reimbursement. All payments must be completed within forty-five (45) days of the end of the subaward period of performance.

**2.0 Use of Funds** - Grant funds may be used only for the purposes in the subrecipient's approved application. Subrecipients shall not undertake any work or activities not described in the approved grant award, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from FDLE's Office of Criminal Justice Grants (OCJG).

**3.0 Advance Funding** - Advance funding may be provided to a subrecipient upon a written request to the Department. The request must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

**4.0 Performance and Reporting**

**Reporting Time Frames** - The Project Director, Application Manager, or Performance Contacts shall submit Monthly or Quarterly Project Performance Reports to the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subaward period is extended beyond the "original" project period, additional Project Performance Reports shall be submitted.

**Failure to Submit** - Performance Reports that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Subaward Management and Reporting Requirements.

**Report Contents** - Performance Reports must include a response to all objectives included in your subaward. A detailed response is required in the narrative portion for yes/no performance objectives. Submitted performance reports must clearly articulate, where appropriate, performance during the execution of the award has met a standard against which the subrecipient's performance can be measured. The narrative must also reflect on accomplishments for the period and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

**Requirement for Data on Performance and Effectiveness Under the Award** - The subrecipient must collect and maintain data that measures the performance and effectiveness of work under this award. The data must be provided to OCJG in the manner (including within the timeframes) specified by OCJG. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

**Financial Consequences for Failure to Perform** - In accordance with s. 215.971 F.S., payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the subrecipient fails to meet the minimum level of service or performance identified in this agreement, or is customary for subawards, then the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on subrecipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

**5.0 Grant Adjustments -** Subrecipients must submit a grant adjustment through SIMON for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Adjustments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Subrecipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Requests for changes to the subaward agreement must be electronically signed by the subrecipient or implementing agency's chief official or the chief official's designee.

All requests for changes must be submitted in SIMON no later than thirty (30) days prior to grant expiration date.

**6.0 Financial Expenditures and Reporting**

**Reporting Requirements** - The subrecipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subaward period is extended, additional Project Expenditure Reports shall be submitted.

All project expenditures for reimbursement of subrecipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SIMON (Subgrant Information Management Online).

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

Before the "final" Project Expenditure Report will be processed, the subrecipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

Reports are to be submitted even when no reimbursement is being requested.

**Submission** - The report must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

**7.0 Project Generated Income (PGI)** - All income generated as a direct result of a sub project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

**Required Reports** - The subrecipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subaward project generated income and expenditures during the previous quarter.

**PGI Expenditure** - Program income should be used as earned and expended as soon as possible and used to further the objects in which the award was made.

**Submission** - PGI Earnings and Expenditures reports must be electronically signed by the subrecipient or implementing agency's chief financial officer or the chief financial officer's designee.

**Unexpended PGI** - If any PGI remains unspent after the subaward ends, the subrecipient must continue submitting quarterly PGI reports until all funds are expended.

Additionally, any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

**8.0 Subrecipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

## SECTION V: MONITORING AND AUDITS

**1.0 Access to Records -** The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subrecipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the subrecipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the subrecipient or its contractor in conjunction with this agreement.

The subrecipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

**2.0 Monitoring** - The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on

the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

**3.0 Property Management** - The subrecipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, and 28 C.F.R. § 66. This obligation continues as long as the subrecipient retains the property, notwithstanding expiration of this agreement.

**Property Use** - The subrecipient must use equipment acquired under a Federal award for the authorized purposes of the project during the period of performance, or until the property is no longer needed. Subrecipients must use, manage and dispose of equipment acquired under a Federal award in accordance with ss. 274, F.S. Tangible Property and 200.313, F.S., Equipment.

**4.0 Subaward Closeout -** A Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the end date of the performance period.

The Financial Closeout Audit report located in SIMON must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

Subaward Closeout will be initiated by the Department after the Financial Closeout has been completed and approved. Failure to submit closeout reports timely will result in an Administrative Closeout by the Department.

**5.0 High Risk Subrecipients -** If a subrecipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the subrecipient's past performance, or other programmatic or financial concerns with the subrecipient. The subrecipient's disclosure must include the following: 1. The federal awarding agency that currently designates the subrecipient high risk, 2. The date the subrecipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

**6.0 Imposition of Additional Requirements** - The subrecipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award, if the subrecipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

**7.0 Retention of Records -** The subrecipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subrecipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: https://dos.myflorida.com/media/693576/gs1-sl-2017-final.pdf .

**8.0 Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subrecipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the subrecipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subrecipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

**9.0 Failure to Address Audit Issues** - The subrecipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

**10.0 Single Annual Audit -** Subrecipients that expend $750,000 or more in a year in federal awards shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number,

CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subrecipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Subrecipients that expend less than $750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subrecipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

## SECTION VI: SUBAWARD PROCUREMENT AND COST PRINCIPLES

**1.0 Procurement Procedures** - Subrecipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second tier subaward.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf.

**2.0 Cost Analysis** - A cost analysis must be performed by the subrecipient if the cost or price is at or above the $35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The subrecipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also Chief Financial Officer Memorandum No. 02 (2012-2013).

**3.0 Allowable Costs** - Allowance for costs incurred under the subaward shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 C.F.R. § 200.405(e), "Cost Principles".

**4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

**5.0 Indirect Cost Rate** - A subrecipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

**6.0 Sole Source** - If the project requires a non-competitive purchase from a sole source, the subrecipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the subrecipient is a state agency and the cost meets or exceeds $150,000, the subrecipient must also receive approval from the Department of Management Services (DMS) (s. 287.057(5), F.S.). The Sole Source form must be signed by the subrecipient or implementing agency chief official or chief official designee. Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

**7.0 Personal Services** - Subrecipients may use

grant funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Subrecipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the subrecipient's written compensation and pay plan.

**Documentation** - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where grant subrecipients work on multiple grant programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

**8.0 Contractual Services -** The subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

**Requirements for Contractors of Subrecipients** - The subrecipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 42 U.S.C. § 3711 et seq.; the provisions of the current edition of the DOJ Grants FinancialGuide(https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The subrecipient must pass-through all requirements and conditions applicable to the federal grant award/subaward to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

**Approval of Consultant Contracts** Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds $650 (excluding travel and subsistence costs) per eight-hour day, or $81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to subrecipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the subrecipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the $650 threshold does not apply.

**FFATA Reporting Requirements** - Subrecipients that enter into subawards of $25,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at https://ojp.gov/funding/Explore/FFATA.htm

**9.0 Travel and Training -** The cost of all travel shall be reimbursed according to the subrecipient's written travel policy. If the subrecipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

**10.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events -** Subgrant funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Subgrant applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating subgrant funds for these purposes.

**11.0 Training and Training Materials** – Any training or training materials that has been developed or delivered with grant funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at

www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

**12.0 Publications, Media and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

**Publication or Printing of Materials** - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Subrecipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Subrecipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

*"This project was supported by Award No. 2018-MU-BX-0292 awarded by the Bureau of Justice Assistance, Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."*

Any website funded in whole or in part under this award must include the same statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service.

**Patents** - Subrecipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (27 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Subrecipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

**13.0 Information Technology Projects**

**Criminal Intelligence Systems** - The subrecipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the subrecipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The subrecipient may not satisfy such a fine with federal funds.

The subrecipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subrecipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

**State IT Point of Contact** - The subrecipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subrecipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to https://it.ojp.gov/technology-contacts.

The State IT Point of Contact will ensure the subrecipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

**Interstate Connectivity** - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subrecipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

**ADP Justification** - The subrecipient must complete an Automated Data Processing (ADP) equipment and Software and Criminal Justice Information and Communication Systems Request for Approval form if the purchase of any ADP equipment is to be made. This form must be submitted upon application if applicable and pre-approval must be obtained. ADP Justification must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

**14.0 Interoperable Communications Guidance** - Subrecipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at https://www.dhs.gov/publication/funding-documents.

Subrecipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subrecipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the subrecipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subrecipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

**15.0 Global Standards Package** - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/gsp. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

## SECTION VII: COMPLIANCE WITH 8 U.S.C. §§ 1373 and 1644

**1.0** In regards to the program or activity funded in whole or in part under this subaward and throughout the period of performance for this award, no state or local government entity, agency or official may prohibit or in any way restrict:

Any government entity or official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or a government entity or agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. For the purposes of this subaward, any prohibition (or restriction) that violates this condition is an "information-communication restriction."

**2.0** A subaward to a state or local government or a public institution of higher education, cannot be made unless a properly executed certification of compliance with 8 U.S.C. 1373 and 1644, signed by the chief legal officer of the subrecipient entity has been received by OCJG. Similarly, subrecipients cannot make a further subaward to a state or local government or a public institution of higher education, unless it first obtains a properly executed certification of compliance with 8 U.S.C. 1373 and 1644 signed by the chief legal officer of the third tier subrecipient.

**3.0** Funding under this award cannot be subawarded to any subrecipient at any tier that is either a state or unit of local government or a public institution of higher education that is subject to any "information-communication restriction."

**4.0** Subrecipients must notify FDLE (in writing) if it has credible evidence that indicates that a funded program or activity of a subrecipient at any tier that is either a state or local government or a public institution of higher education, may be subject to any "information-communication restriction."

**5.0** For **STATE AGENCIES**: With respect to the program or activity that is funded by this subaward, as of the date the subrecipient accepts this subaward, and throughout the remainder of the period of performance for the award-

i. A state statute or a state rule, regulation, policy or practice must be in place that is designed to ensure that agents of the United States acting under color of federal law are given access to any state (or state contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.

ii. A state statute, or a state rule, regulation, policy or practice must be in place that is designed to ensure that, when a state (or state contracted) correctional facility receives a formal written request authorized by the Immigration and Nationality Act from DHS that seeks advance notice of the scheduled release date and time for a particular alien, they will honor the request and as early as practicable, provide the request notice to DHS.

**6.0** For units of **LOCAL GOVERNMENT**: With respect to the program or activity that is funded by this subaward, as of the date the subrecipient accepts this subaward, and throughout the remainder of the period of performance for the award-

i. A local ordinance, rule, regulation, policy or practice (or an applicable state statute, rule, regulation policy or practice) must be in place that is designed to ensure that agents of the United States acting under color of federal law are given access to any state (or state contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.

ii. A local ordinance, rule, regulation, policy or practice (or an applicable state statute, rule, regulation policy or practice) must be in place that is designed to ensure that, when a local government (or local government contracted) correctional facility receives a formal written request authorized by the Immigration and Nationality Act from DHS that seeks advance notice of the scheduled release date and time for a particular alien, they will honor the request and as early as practicable, provide the request notice to DHS.

**7.0** Monitoring of compliance with the requirements of this condition will be conducted by FDLE.

**8.0** Nothing in this condition shall be understood to authorize any subrecipient at any tier to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to FDLE prior to award acceptance.

## SECTION VIII: ADDITIONAL REQUIREMENTS

**1.0 Environmental Protection Agency's (EPA) list of Violating Facilities** - The subrecipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

**2.0 National Environmental Policy Act (NEPA)**

The subrecipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subaward funds by the subrecipient. This applies to the following new activities whether or not they are being specifically funded with these subaward funds. That is, it applies as long as the activity is being conducted by the subrecipient or any third party and the activity needs to be undertaken in order to use these subaward funds. Accordingly, the subrecipient

agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the grant, the recipient agrees to contact FDLE OCJG.

1) New construction;

2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and

5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subrecipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at https://www.bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

**3.0 National Historic Preservation Act** – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

**4.0 Human Research Subjects** - Subrecipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

**5.0 Disclosures**

**Conflict of Interest** - The subrecipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Subrecipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

**Violations of Criminal Law -** The subrecipient and implementing agency must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the sub award.

**6.0 Uniform Relocation Assistance and Real Property Acquisitions Act -** The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

**7.0 Limitations on Government Employees Financed by Federal Assistance** - The subrecipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

**8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

**9.0 Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the subrecipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle

during the course of performing work funded by this subaward and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If PREA program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at https://www.ncjrs.gov/pdffiles1/nij/sl001062.pdf.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

**11.0 Environmental Requirements and Energy** - For subawards in excess of $100,000, the subrecipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The subrecipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

**12.0 Other Federal Funds** - The subrecipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

**13.0 Trafficking in Persons** - The subrecipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, subrecipients or individuals defined as “employees” of the subrecipient. The details of the recipient and subrecipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16919** **County Administrator's Report 14. 1.**
**BCC Regular Meeting** **Discussion**
**Meeting Date:** 10/03/2019
**Issue:** 2020 Census Resolution
**From:** Janice Gilley, County Administrator
**Organization:** County Administrator's Office
**CAO Approval:**

## RECOMMENDATION:
Recommendation Concerning a Resolution Supporting Local Educational Initiatives, Publicity and Promotional Activities to Increase Community Awareness and Participation in the 2020 Census - Janice P. Gilley, County Administrator

That the Board adopt, and authorize the Chairman to sign, the Resolution supporting local educational initiatives, publicity and promotional activities to increase community awareness and participation in the 2020 Census.

## BACKGROUND:
The United Sates of America has performed a nationwide census every ten years since 1790, with the last census being in 2010.

## BUDGETARY IMPACT:
N/A

## LEGAL CONSIDERATIONS/SIGN-OFF:
The Resolution has been approved as to form and legal sufficiency by the County Attorney's Office.

## PERSONNEL:
N/A

## POLICY/REQUIREMENT FOR BOARD ACTION:
Resolutions, Agreements and Contracts Policy: Board Policy Section II.B.8.

## IMPLEMENTATION/COORDINATION:

Appointed County and City staff will work with census bureau officials to enhance and increase the response rate to Census 2020. Staff will be designated to work on this project from October 2019, through and including, July 2020.

---

## Attachments

2020 Census Resolution

---

**RESOLUTION R2019-_____**

**A RESOLUTION SUPPORTING LOCAL EDUCATIONAL INITIATIVES, PUBLICITY AND PROMOTIONAL ACTIVITIES TO INCREASE COMMUNITY AWARENESS AND PARTICIPATION IN THE 2020 CENSUS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the United States of America has performed a nationwide census every ten years since 1790, with the last census being in 2010; and

**WHEREAS**, an accurate census is essential for the allocation of representatives to serve in the legislative bodies of the U.S. House of Representatives, the Florida State Legislature, and within the City of Pensacola and Escambia County voting districts; and

**WHEREAS**, accurate census information is critical to planning for future growth, development, and the social needs of Escambia County and the City of Pensacola; and

**WHEREAS**, the more informed that residents become about the 2020 census operations, the better their understanding of the census process becomes, thus increasing their willingness to respond to the 2020 Census; and

**WHEREAS**, the Census Bureau is not permitted to publicly release responses furnished by any individual, or on behalf of an individual, or release information to other governmental agencies, including the Internal Revenue Service, the Immigration and Naturalization Service, law enforcement agencies or welfare agencies. In addition, per the Federal Cybersecurity Enhancement Act of 2015, census data is protected from cybersecurity risks through screening of the systems that transmit this data; and

**WHEREAS**, Escambia County and the City of Pensacola will actively encourage and support the most accurate and complete population count for Census 2020 by

increasing the number of County responses through a focused and structured communications program.

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

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

**Section 2.** Escambia County will utilize our appointed staff to assist in the implementation of a census awareness campaign targeted to the Pensacola/Escambia County community to obtain an enhanced and increased response rate of 80% through an accurate and complete population count for Census 2020.

**Section 3.** The appointed City and County staff shall discuss and formulate strategies and techniques, working with census bureau officials, to enhance and increase the response rate to Census 2020. The staff shall support the planning and conducting of local educational initiatives, and for utilizing available communications materials for print media, posters, flyers and handouts as well as public service announcements on the radio and social media campaigns.

**Section 4.** The appointed staff shall encourage and engage with representatives from the Town of Century, Pensacola Naval Air Station, Pensacola State College, Escambia County Schools, the University of West Florida, Homeless Coalition, Faith-based organizations, community organizations, large employers, corrections entities, media outlets and the Chambers of Commerce.

**Section 5.** The staff will be designated to work on this project from October 2019 through and including July 2020.

**Section 6.** 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)

**Approved as to form and legal sufficiency.**

**By:** *Kia M. Johnson,* Assistant County Attorney

**Date:** September 26, 2019

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16920** **County Administrator's Report 14. 2.**
**BCC Regular Meeting** **Discussion**
**Meeting Date:** 10/03/2019
**Issue:** Institute Pilot Program for Certain Positions
**From:** Janice Gilley, County Administrator
**Organization:** County Administrator's Office
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning Establishment of a Pilot Program for Certain Positions - Janice P. Gilley, County Administrator

That the Board take the following action:

A. Approve a pilot program to provide a base increase in certain hard to recruit and retain positions in the areas of Equipment Operator, Fleet Maintenance, Supervisor, and Maintenance Technicians in the appropriate departments;

B. Waive the requirements of Human Resource Policy 18.12 to allow for a new compensation scale;

C. Allow for implementation and evaluation of the pilot program, to be adjusted according to review of the program after 6 months; and

D. Approve this program to go into effect starting the first pay period of the 2019-2020 fiscal year.

## BACKGROUND:

The Board has asked County Administration to work with appropriate department directors and OMB to develop a resolution for certain positions due to the difficulty to recruit and retain skilled Equipment Operators and Maintenance related employees.

## BUDGETARY IMPACT:

This proposal will cost approximately $286,240, and this has been budgeted for in the 2019-2020 fiscal year.

The Proposed compensation scale is below:

| Title: | Amount: | New Hourly: | Positions Affected: | |
|---|---|---|---|---|
| Equip Operator I | 11,540.00 | 12.49/hr | 4.00 | |
| Equip Operator II | 162,027.00 | 15/hr | 42.00 | |
| Equip Operator III | 55,824.00 | 17/hr | 18.00 | |
| Equip Operator IV | 4,075.00 | 19/hr | 2.00 | |
| Fleet Maint Tech | 22,385.00 | 17hr | 7.00 | |
| Fleet Maint Worker | 10,520.00 | 15/hr | 2.00 | |
| Fleet Maint Spec | 2,046.00 | 19/hr | 1.00 | |
| Lead Fleet Maint Tech | (4,516.00) | 19/hr | 0.00 | employee change in position |
| Road Construct Spec | 10,254.00 | 17/hr | 6.00 | |
| Supervisors | 12,085.00 | 21/hr | 3.00 | |
| **Total:** | **286,240.00** | | **85.00** | |

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The proposed initiative has been reviewed and approved by the County Attorney's Office.

**PERSONNEL:**

This project will not require additional personnel, but will increase compensation of a few current employees.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

BCC - Human Resources Policies and Procedures, Section 18.12 Promotional/Reclassification Increase, part a, reads as follows:

a. When an employee is promoted or reclassified, the employee's salary will increase five percent (5%) or to the minimum salary of the new DBM pay grade,

whichever is higher. The increased salary shall not exceed the maximum of the DBM. All employees are eligible for promotion. Any division employee currently under a Performance Improvement Plan (PIP) should be recommended by their Division Manager to the receiving division. Promotions shall establish a new anniversary date.

**IMPLEMENTATION/COORDINATION:**

County Administrator's office will coordinate with Human Resources and departments to implement.

---

**Attachments**

*No file(s) attached.*

---

# BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

**AI-16895** **County Attorney's Report 14. 1.**
**BCC Regular Meeting** **Action**
**Meeting Date:** 10/03/2019
**Issue:** Approval of Proposed Settlement of Workers' Compensation Claims Brought by Former Deputy Sheriff Joseph DeJoie, III
**From:** CHARLES PEPPLER, Deputy County Attorney
**Organization:** County Attorney's Office
**CAO Approval:**

## RECOMMENDATION:

Recommendation Concerning Approval of Proposed Settlement of Workers' Compensation Claims Brought by Former Deputy Sheriff Joseph DeJoie.

That the Board approve a proposed settlement in the sum of $195,000.00. The proposed settlement agreement would constitute a complete resolution of all outstanding Workers' Compensation claims stemming from the October 7, 2006 compensable accident. The excess insurance carriers, Liberty Mutual and Ameritrust, would be responsible for payment in full.

## BACKGROUND:

Joseph DeJoie, III is a 61-year-old male who was a deputy sheriff from October 1994 until February 22, 2013 when he retired. Mr. DeJoie was involved in several accidents as a deputy sheriff. On October 7, 2006, he sustained an injury to his neck during an altercation with a suspect. Subsequently, he experienced pain radiating into his arms. Eleven years before this accident, he sustained a similar injury to his neck on October 30, 1995. The 1995 claim involves a different excess insurance carrier which is being separately negotiated for a proposed settlement.

The October 7, 2006 accident has resulted in Mr. DeJoie undergoing extensive medical treatment. His treatment began conservatively, but then based on the recommendation of a neurosurgeon, Dr. Charles Wolff, Mr. DeJoie underwent a decompression procedure of a previously performed C6-C7 fusion relating to his 1995 accident. As the decompression procedure was not successful, Mr. DeJoie was referred to a pain management specialist. He eventually reached maximum medical improvement (MMI) with 11% permanent impairment rating that was attributable to both the 1995 and 2006 accidents. After the decompression

surgery, his neck did not respond to conservative treatment. He then underwent a four-level discectomy and fusion procedure on December 7, 2011. The surgery and physical therapy that followed resulted in an increased permanent impairment rating of 15%. Since reaching maximum medical improvement from the most recent surgery of 2011, Mr. DeJoie has undergone pain management and rehabilitative treatment under the supervision of various doctors. He is currently in the care of two specialists.

Since the October 7, 2006 accident, Mr. DeJoie has incurred just under $175,000.00 in medical benefits which equates to more than $13,000.00 per year. A medical costs projection forecasted approximately $230,000.00 in future medical costs over Mr. DeJoie's life expectancy. The parties recently negotiated a proposed settlement that would release the County and its third-party administrator, PGCS from future liability for Workers' Compensation benefits in exchange for a lump sum payment of $195,000.00. The excess insurance carriers, Liberty Mutual Insurance Company and Ameritrust, will be responsible for providing reimbursement for the full amount of the settlement. The County's retained counsel, Brian T. Hanley of Bolton, Helm and Augustine, recommends this settlement in light of the significant and continuing exposure for medical benefits during Mr. DeJoie's expected lifetime.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Mr. Hanley will prepare the settlement documents.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

---

**Attachments**

*No file(s) attached.*

---