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 1, 2020 – 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 Bender.

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 Harold Hodges, a Maintenance Worker in the Facilities Management Department, on his selection as the "Employee of the Month" for October 2020;

B. Adopt the Proclamation honoring and congratulating Mrs. Ann L. Baker on reaching the age of 100; and

C. Ratify the Proclamation dated September 25, 2020, expressing the Board's support in the restoration of the Mother Wit/Ella L. Jordan historic landmark.

7. Written Communication

August 31, 2020, communication from Tommie C. Wood Walker, requesting lien relief for property located at 920 North 59th Avenue.

Recommendation: That the Board review and consider the lien relief request made by Tommie C. Wood Walker, for property located at 920 North 59th Avenue.

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 Liens" Policy, Section III, H2.

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

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

9. 5:31 p.m. Public Hearing for Consideration of Adopting an Ordinance to Impose/Levy a 5th Cent Tourist Development Tax.

Recommendation: That the Board adopt and authorize the Chairman to sign the Ordinance Imposing and Levying an additional one percent tourist development tax (Fifth-Cent) in the incorporated and unincorporated areas of Escambia County.

10. Reports:

CLERK & COMPTROLLER'S REPORT

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

I. Consent Agenda

1. Recommendation Concerning 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. Approve the Minutes of the Attorney-Client Session held September 22, 2020; and

B. Approve the Minutes of the Second Public Hearing of the Board of County Commissioners Regarding the Fiscal Year 2020/2021 County-Wide Budget held September 22, 2020.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. 5:45 p.m. - A Public Hearing Concerning the Issuance of an Operational Permit for Resource Extraction for Expansion of an Existing and Active Borrow Pit known as Devine Farm Borrow Pit located at 4478 Devine Farm Road

That the Board take the following action in regards to the "Operational Permit" for Resource Extraction for an expansion of an existing and active resource extraction facility borrow pit, located at 4478 Devine Farms Road, Parcels 34-1N-31-1102-000-000 and 34-1N-31-1203-000-000:

A. Review and approve, modify, or deny the issuance of an Operational Permit for Resource Extraction for an expansion of existing and active borrow pit;

and

B. Approve and authorize the Development Services Department of Escambia County, Florida, to issue an Operational Permit for Resource Extraction for an expansion of Devine Farms Borrow Pit, located at 4478 Devine Farms Road.

II. Action Item

1. Recommendation Concerning Escambia County LMS Group Multi-Jurisdictional Plan Resolution Update

That the Board adopt by resolution the Escambia County Multi-Jurisdictional Local Mitigation Strategy Plan as required by FEMA to reassure them that local governments recognize and endorse the efforts of the mitigation group as a proactive step in preparing and mitigation for natural hazards at no cost to the County.

III. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

November 5, 2020

A. 5:45 p.m. - A Public Hearing to amend the Official Zoning map to include the following rezoning case to be heard by the Planning Board on October 6, 2020.

Case No.:	**Z-2020-07**
Address:	900 Blk Dog Track Road
Property Reference No.:	25-2S-31-1302-000-001 and 25-2S-31-2402-000-000
From:	MDR, Medium Density Residential district (10 du/acre)
To:	HDMU, High Density Mixed-use district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban & MU-S, Mixed-Use Suburban
Commissioner District:	1
Requested by:	Joe A. Rector, Jr., Mullins LLC, Agent for Bellview Development Company, Inc. / Linda O'Neill, Owner

B. 5:46 p.m. - A Public Hearing Opting Out of the Sector Plan and Assigning a Future Land Use Category - 1400 Hwy 29- OSP-2020-01 (first of two public hearings)

Summary: The applicant is requesting to remove a parcel from the adopted Escambia County Mid-West Sector Plan, Muscogee Detailed Specific Area Plan; the applicant is also requesting that a Future Land Use category of Mixed-Suburban be assigned to the parcel.

C. 5:47 p.m. - A Public Hearing Opting Out of the Sector Plan and Assigning a Future Land Use Category - 1000 Blk Pine Top Ln - OSP-2020-02 (first of two public hearings)

Summary: The applicant is requesting to remove a parcel from the adopted Escambia County Mid-West Sector Plan, Muscogee Detailed Specific Area Plan; the applicant is also requesting that a Future Land Use category of Mixed-Suburban be assigned to the parcel.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Memorandum of Understanding Between Escambia County, Florida, and the Portofino Master Homeowners Association, Inc., Relating to Landscaping Maintenance on County Road 399 - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the Memorandum of Understanding between Escambia County, Florida, and the Portofino Master Homeowners Association, Inc., relating to landscaping maintenance on County Road 399:

A. Approve the Memorandum of Understanding between Escambia County, Florida, and the Portofino Master Homeowners Association, Inc., relating to landscaping maintenance on County Road 399; and

B. Authorize the Chairman or Vice Chairman to execute the documents and any subsequent document(s) required for implementation of the project.

This project is located in Commission District 4.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning CHUBB Cyber Enterprise Risk Management Insurance, Mark Bartlett, Risk Manager - Jana Still, Human Resources Department Director

That the Board approve the payment to USI Insurance Services, LLC, in the amount of $32,405, for Cyber Enterprise Risk Management Insurance written through Chubb Group of Insurance Companies (ACE American Insurance Company) for the period of October 1, 2020, through September 30, 2021, with a $50,000 deductible.

Vendor	Funding	Amount
USI Insurance Services, LLC Cyber Enterprise Risk Management Insurance	Fund 501, Internal Service Fund, Cost Center 140835, Object Code 54501	$32,405

[Funding: Fund 501, Internal Service, Cost Center 140835, Object Code 54501]

2. Recommendation Concerning the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County, Florida, for Right-of-Way Acquisition on State Road 173 (Blue Angel Parkway) - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the Locally Funded Agreement (LFA) between the State of Florida Department of Transportation (FDOT) and Escambia County, Florida, for right-of-way acquisition on State Road (SR) 173 (Blue Angel Parkway) from SR 292 (Sorrento Road) to north of SR 30 (US 98):

A. Adopt and authorize the Chairman to sign the Resolution authorizing the LFA;

B. Approve and authorize the Chairman to sign the LFA between the FDOT and Escambia County, Florida, obligating $5,000,000 for right-of-way acquisition on SR 173 (Blue Angel Parkway); and

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

Vendor	Amount	Contract Number	Funding
Florida Department of Transportation	$5,000,000	Locally Funded Agreement 421012-1-4B-01, 421012-1-42-01, 421012-1-43-01, and 421012-1-45-01 for SR 173 Blue Angel Parkway	Fund 353, Local Option Sales Tax (LOST) IV, FY 2020-2021 Cost Center 210106

SR 173 (Blue Angel Parkway) from SR 292 (Sorrento Road) to SR 30 (US 98) is located in Commission Districts 1 and 2.

3. Recommendation Concerning the Issuance of Fiscal Year 2020/2021, Purchase Orders, in Excess of $25,000, for the Engineering Department - Joy Jones, P.E., Engineering Department Director

That the Board, for Fiscal Year 2020/2021, approve the issuance of blanket and/or individual Purchase Orders, in excess of $25,000, based upon previously-awarded Contracts, Contractual Agreements or annual requirements for the Engineering Department, as follows:

	Vendor/Contractor	**Amount**	**Contract Number**
A	Genesee & Wyoming/Alabama and Gulf Coast Railway Vendor Number: 011274 Signal Maintenance for Railroad Crossings Fund: 175 (Transportation Trust Fund) Cost Center: 211201	$63,233	Annual Signal Maintenance for Railroad Crossings
B	CSX Transportation Vendor Number: 030050 Signal Maintenance for Railroad Crossings Fund: 175 (Transportation Trust Fund) Cost Center: 211201	$166,900	Annual Signal Maintenance for Railroad Crossings ($66,900); Additional work associated with contract agreements/upgrade costs ($100K)
C	Ingram Signalization Vendor Number: 406608 Traffic Signal Response Maintenance - State and County Owned Signals Fund 175: (Transportation Trust Fund) Cost Centers: 211201/211602/211101 Fund: 181 (Master Drainage Basin Fund) Cost Centers: 210719-210736 Fund: 352 (LOST III) Cost Center: 210107 Fund: 353 (LOST IV) Cost Center: 210106 Fund: 167 (Bob Sikes Toll) Cost Centers: 140301/140302	$100,000	PD 16-17.083 Original Board Approval 12/14/2017 effective date 02/28/2018 Board Approval 1st Extension 02/07/2019 Board Approval 2nd Extension 02/06/2020 Re-bid Contract by 02/06/2021
D	Ingram Signalization Street and Navigational Lights Fund 175, Cost Centers 211201/211602/211101 Fund 181, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 353, Cost Center 210106 Fund 167, Cost Center 140302	$75,000	PD 18-19.089 BCC Approved Contract 02/06/2020 Effective Date 03/11/2020
E	Gulf Coast Traffic Engineers Vendor Number: 072898 Pavement Markings Fund: 175 (Transportation Trust Fund) Cost Centers: 211201/211602/211101 Fund: 181 (Master Drainage Basin Fund)	$1,000,000	PD 18-19.007 Original BCC Approval 02/07/2019 Amended on 06/06/2019 to add additional funding and cost centers BCC Action 1st extension -

	Cost Centers: 210719-210736 Fund: 352 (LOST III) Cost Center: 210107 Fund: 353 (LOST IV) Cost Center: 210106 Fund: 167 (Bob Sikes Toll) Cost Centers: 140301/140302		02/06/2020 Renewal 02/06/2021
F	Gulf Coast Traffic Engineers Vendor Number: 072898 Signs Fund: 175 (Transportation Trust Fund) Cost Centers: 211201/211602/211101 Fund: 181 (Master Drainage Basin Fund) Cost Centers: 210719-210736 Fund: 352 (LOST III) Cost Center: 210107 Fund: 353 (LOST IV) Cost Center: 210106 Fund: 167 (Bob Sikes Toll) Cost Centers: 140301/140302	$100,000	PD 16-17.073 Original Board Approval 01/04/2018 BCC Action - 1st Extension 01/10/2019 BCC Action - 02/06/2020 2nd Extension 01/09/2020 New Contract 01/09/2021
G	Award Purchase Orders in Excess of $50K for the Continuing Contract for Bridges, Docks and Boat Ramps DKE Marine, Vendor Number: 040206 Davis Marine, Vendor Number: 040386 Gulf Marine, Vendor Number: 072896 Fund: 175 (Transportation Trust Fund) Cost Centers: 211201/211602/211101 Fund: 181 (Master Drainage Basin Fund) Cost Centers: 210719-210736 Fund: 352 (LOST III) Cost Center: 210107 Fund: 353 (LOST IV) Cost Center: 210106	$750,000	PD 12-13.001 Continuing Contract for Bridges, Docks and Board Ramps Original Board Approval 11/01/2012 Board Approval 03/21/2013 to add DKE Marine to list of vendors
H	Award Purchase Orders for the Continuing Professional Services - Bridge Work; Construction Engineers Thompson Engineering, Inc., Vendor Number: 201604 Mott MacDonald Consultants, LLC, Vendor Number: 081206 Volkert, Inc., Vendor Number: 220584 American Consulting Engineers, Vendor Number: 012081 HDR Engineering, Inc., Vendor Number: 080064 Fund: 175 (Transportation Trust Fund) Cost Centers: 211201/211602/211101 Fund: 181 (Master Drainage Basin Fund) Cost Centers: 210719-210736 Fund: 167 - (Bob Sikes Toll Fund) Cost Centers: 140301/140302 Fund: 352 (LOST III) Cost Center: 210107 Fund: 353 (LOST IV) Cost Center: 210106	$200,000	PD 02-03.079 Professional Services Continuing Contract Annual Inspection for Bridges

I	Award Purchase Orders for the Continuing Professional Services Bridge Professional Technical Consulting Mott MacDonald Consultants, LLC, Vendor Number: 081206 Fund: 175 (Transportation Trust Fund) Cost Centers: 211201/211602/211101 Fund: 181 (Master Drainage Basin Fund) Cost Centers: 210719-210736 Fund: 352 (LOST III) Cost Center: 210107 Fund: 353 (LOST IV) Cost Center: 210106	$200,000	PD 02-03.79 Professional Services Continuing Contract
J	Property Appraisals Asmar and Associates, Vendor Number: 014139 Brantley and Associates, Vendor Number: 410028 Fruitticher-Lowery Appraisal Group, Inc., Vendor Number: 062707 Presley-McKenney and Associates, Vendor Number: 164987 Sherrill Appraisal Company, Vendor Number: 192901 Fund: 175 (Transportation Trust Fund) Cost Centers: 211201/211602/211101 Fund: 181 (Master Drainage Basin Fund) Cost Centers: 210719-210736 Fund: 352 (LOST III) Cost Centers: 210107/210120/210121/210124/210130 Fund: 353 (LOST IV) Cost Center: 210106	$50,000	Annual allocation for property appraisals for capital improvement projects
K	Roads, Inc. of NWF Vendor Number: 182328 Panhandle Grading and Paving, Inc. Vendor Number: 160114 Mid South Paving, Inc. Vendor Number: 133305 Road Materials Pricing Agreement/OGCM Roads Fund: 175 (Transportation Trust Fund) Cost Centers: 211201/211602/211101 Fund: 181 (Master Drainage Basin Fund) Cost Centers: 210719-210736 Fund: 352 (LOST III) Cost Center: 210107 Fund: 353 (LOST IV) Cost Center: 210106	$325,000	PD 17-18.096 Original Board Approval 11/01/2018 1st Extension BCC Approval 02/20/2020 Retroactive to 10/31/2019
L	General Drainage and Paving Agreement - Paving and Drainage Projects Allsouth Construction Services LLC, Vendor Number: 420550 Chavers Construction, Vendor Number: 032335 Gulf Atlantic Constructors, Vendor Number: 843895	$2,000,000 annual for all vendors, Projects over $250K coming back to Board for Approval	PD 16-17.081 Original Board Approval 11/30/2017 Board Approval 1st Extension 12/01/2018 (through 11/30/2019) Board Approval 2nd Extension 12/05/2019

	J Miller Construction, Inc., Vendor Number: 133404 Mid South Paving, Inc., Vendor Number: 133305 Panhandle Grading and Paving, Vendor Number: 160114 Roads, Inc. of NWF, Vendor Number: 182328 Utility Services Co., Inc., Vendor Number: 211593 B&W Utilities, Vendor Number: 420661 Site and Utility, Vendor Number: 420683 Gulf Marine Construction, Vendor Number: 072896 Heaton Brothers Construction Company, Vendor Number: 081314 Principle Properties, Vendor Number: 420785 Fund: 175 (Transportation Trust Fund) Cost Centers: 211201/211602/211101 Fund: 175 (Transportation Trust Fund) Cost Center 260102 Fund: 181 (Master Drainage Basin Fund) Cost Centers: 210719-210736 Fund: 352 (LOST III) Cost Centers: 210107/350229 Fund: 353 (LOST IV) Cost Centers: 210106/350221 Fund: 353 (LOST IV) Cost Center: 110102 Fund: 167 (Bob Sikes Toll) Cost Centers: 140301/140302		(through 11/30/2020) New Contract Currently Out for Bid
M	Blue Arbor Vendor Number: 023818 Temporary Labor Services Fund: 175 (Transportation Trust Fund) Cost Centers: 211201/211602/211101 Fund: 181 (Master Drainage Basin Fund) Cost Centers: 210719-210736 Fund: 352 (LOST III) Cost Centers: 210107/350229 Fund: 353 (LOST IV) Cost Centers: 210106/350221 Fund: 116 (Development Review) Cost Center: 240302 Fund: 167 (Bob Sikes Toll - if needed) Cost Centers: 140301/140302	$225,000	PD 17-18.055 Original Board Approval 08/02/2018 Board Approval for 1st Renewal 08/17/2019 Board Approval for 2nd Renewal 8/6/2020 Effective Date 08/17/2020
N	Transcore Holdings, Inc. Vendor Number: 420423 Bob Sikes Bridge Toll System Upgrade Project - Time and Materials Contract Fund: 167 (Bob Sikes Toll) Cost Center: 140301	$225,000	PD 14-15.030 Original Board Approval 07/07/2015 Contract Renewal until 08/26/2026 Board Approval 08/06/2020

O	Transportation Control Systems, Inc. Vendor No. 205208 Fund 175: (Transportation Trust Fund) Cost Center 211201 Transportation and Traffic	$600,000	State Contract DOT-ITB-20-9034-GH Traffic controllers, cabinets, and miscellaneous traffic materials and equipment
P	Miovision Technologies, Inc. Vendor No. 424068 Fund 175: (Transportation Trust Fund) Cost Center 211201 Transportation and Traffic	$100,000	Annual Subscription for Traffic Signals - Provides Communication to Traffic Signals for the Traffic Signal Operations Center

4. Recommendation Concerning the Funding Allocation to OnBikes Pensacola - Commissioner Robert Bender, District 4

   That the Board approve the $1,000 funding allocation from Commissioner Robert Bender's discretionary funds, for OnBikes Pensacola to purchase new bicycles, helmets, and locks for children along the Gulf Coast.

   [Funding: Fund 001, Board of County Commissioners, Cost Center 110101, Outside Agencies Object Code 58201]

5. Recommendation Concerning Out-of-County Travel to Attend Visit Pensacola's Focus Group Meeting in Atlanta, Georgia - Commissioner Robert Bender, District 4

   That the Board authorize Out-of-County travel for Commissioner Robert Bender to attend Visit Pensacola's Focus Group meeting in Atlanta, Georgia, on Tuesday, October 6, 2020. The only expenditure associated with this trip would be airfare.

6. Recommendation Concerning Contract Awards for Custodial Services for Various County Facilities - Cassie Boatwright, Director, Facilities Management and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the award of Multiple Awards Contracts for PD 19-20.092, Re-Solicit Custodial Services for Various County Facilities, for a term of three years with the option for two additional 12-month renewals, for a total of 60 months, and authorize the County Administrator to sign all documents related to the Agreements between Escambia County and each of the following contractors:

- 3H Service System, Inc.
- Eagle Cleaning Service, Inc.
- New World Cleaning, LLC

This Solicitation was submitted via Vendor Registry to 133 Registrants representing 101 Firms. The Solicitation viewed by 50 firms and downloaded by 47. Bid responses were received from nine firms.

NON-ADA-COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Bid Response from 3H Service Systems, Inc.
- Bid Response from Eagle Janitorial Service, Inc.
- Bid Response from New World Cleaning, LLC

ADDITIONAL DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Agreement with 3H Service Systems, Inc.
- Agreement with Eagle Janitorial Service, Inc.
- Agreement with New World Cleaning, LLC
- Budgetary Impact

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

That the Board ratify the following October 1, 2020, 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 Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Property Owner:

Property Owner	Address	Fund	Cost Center	Improvement	Amount	Homestead
James B. & Jill S. Amos	9016 Chemstrand Rd	151	Ensley-370119	Roof Replacement	$5,970	YES
John W. & Kelly A. Gilkerson	121 Gilliland Rd	151	Warrington-370114	Roof Replacement	$6,000	YES
William B. Johnson	1 Glendower Ct	151	Warrington-370114	Roof Replacement	$5,149	YES
Maureen B. McBride	321 Chattman St	151	Warrington-370114	Roof Replacement	$5,550	YES
Paul J. Oeding & Ann Yarbrough	9024 Bellington Rd	151	Ensley-370119	Window Replacement	$6,000	YES
Patricia J. Page	217 NW Syrcle Dr	151	Warrington-370114	Roof Replacement	$2,600	YES
Danny J. & Sydney K. Spink	923 Mills Ave	151	Warrington-307114	Sanitary Sewer Connection & Roof Replacement	$4,550	YES

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

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

That the Board ratify the following October 1, 2020, 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**
Thomas M. & Cynthia K. Kidder	6242 Appomattox Dr.	$4,350
Diana A. Rittenhouse	6234 Appomattox Dr.	$4,800
James L. & Colleen C. Vinson	7627 Las Vegas Ln.	$2,750
Robert F. & Carolyn A. Wilson	428 S. 1st St.	$430

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

9. Recommendation Concerning Residential Roof Program Funding and Lien Agreements - Clara Long, Neighborhood & Human Services Department Director

That the Board ratify the following October 1, 2020, 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 Roof Program Funding and Lien Agreements:

A. Approving the Residential Roof Program Funding and Lien Agreements between Escambia County CRA and Property Owners:

Property Owner	**Address**	**Fund**	**Cost Center**	**Improvement**	**Amount**
Robert Frank Laster & Mellissa Renae Hale	2202 W. Blount St.	151	Brownsville CRA-370113	Roof Replacement	$10,360

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

10. Recommendation Concerning a Funding Allocation to West Florida High School Basketball - Commissioner Lumon May, District 3

That the Board approve a funding allocation, in the amount of $3,000, from Commissioner May's discretionary money to support West Florida High School Basketball.

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

11. Recommendation Concerning a Funding Allocation to Light Up Learning, Studer Community Institute - Commissioner Lumon May, District 3

That the Board approve a funding allocation, in the amount of $2,500, from Commissioner May's discretionary money to support Light Up Learning, Studer Community Institute.

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

III. For Discussion

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

That the Board approve the following allocations of Law Enforcement Trust (LET) Funds, per the requirements of F.S. 932.7055(5), for Outside Agency partners in Escambia County for Fiscal Year 2020/2021:

A. West Florida High School Quarterback Club, in the amount of $1,000;

B. Gulf Coast Kid's House, in the amount of $25,000;

C. Waterfront Rescue Mission, Inc., in the amount of $10,000;

D. Girl Scouts of Gateway Council, in the amount of $5,000;

E. Greater Pensacola Junior Golf Association, Inc., in the amount of $5,000; and

F. Covenant Hospice Foundation, Inc., in the amount of $7,500.

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

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

2. Recommendation Concerning the Escambia CARES Act Plan and Implementation - Janice P. Gilley, County Administrator

That the Board discuss the Escambia CARES Act Plan update including the following topics:

1. Update on the CARES Family Emergency Financial Assistance Grant
2. The CARES Business Assistance Grant;
3. Assistance for implementing Grant programs; and
4. The funding balance for CARES Programs.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Escambia County State of Local Emergencies.

That the Board extend the State of Local Emergencies.

11. Items added to the agenda.

12. Announcements.

13. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18664 **Proclamations 6.**
BCC Regular Meeting
Meeting Date: 10/01/2020
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 Harold Hodges, a Maintenance Worker in the Facilities Management Department, on his selection as the "Employee of the Month" for October 2020;

B. Adopt the Proclamation honoring and congratulating Mrs. Ann L. Baker on reaching the age of 100; and

C. Ratify the Proclamation dated September 25, 2020, expressing the Board's support in the restoration of the Mother Wit/Ella L. Jordan historic landmark.

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

Harold Hodges October 2020 Employee of the Month

Mrs. Ann L. Baker, Centenarian

Ella L. Jordan Home

PROCLAMATION

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

***WHEREAS**, Harold Hodges, a Maintenance Worker, in the Facilities Management/Maintenance Department, is selected as "Employee of the Month" for October 2020, for the standards of excellence that he has displayed in the performance of his duties; and*

***WHEREAS**, Mr. Hodges began his employment with the County on January 8, 2013, and provides excellent service to the citizens of Escambia County through all assigned duties; and*

***WHEREAS**, as the Maintenance Worker assigned to the North End County Facilities and assets, Mr. Hodges is responsible for assisting the Maintenance Technician assigned to the North End to ensure buildings, and all equipment are well maintained and operational. Mr. Hodges is always available to respond to a work request whether it is during normal work hours or after hours. He takes great pride in making sure that County Employees and guests using the North End facilities have a comfortable and safe place to conduct County business; and*

***WHEREAS**, if a catastrophic event, such as a hurricane, tornado, or terrorist attack, etc., should strike Escambia County on the North end, Mr. Hodges has the responsibility to ensure the Facilities at the North end of the County are assessed for damages. Those facilities consist of Barrineau Park Community Center, Byrneville Community Center, and Century Health Clinic and Annex, just to name a few; and*

***WHEREAS**, Mr. Hodge's duties and responsibilities bring him into daily contact with other BCC Department personnel and other Escambia County elected officials. Mr. Hodges displays his positive attitude and professional expertise no matter the situation. He works hard to develop an excellent working relationship with all his customers; and*

***WHEREAS**, Harold was nominated and selected by his fellow co-workers as their Facilities Management Employee of the Month for August 2020. With his "Can Do Attitude", Harold has earned a reputation for his dedication and determination to meet or exceed his customers' expectations. This acknowledgement by his peers is just one of many demonstrating that Harold is an invaluable asset to the Department, and to the citizens of Escambia County.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Mr. Harold Hodges on his selection as the "Employee of the Month" for October 2020.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman, District Five

Robert D. Bender, Vice Chairman
District Four

Jeff Bergosh, District One

Doug Underhill, District Two

Lumon J. May, District Three

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

_____
Deputy Clerk

Adopted: October 1, 2020

PROCLAMATION

WHEREAS, *Mrs. Ann L. Baker was born on October 25, 1920, in Hammond, Indiana. Mrs. Baker was married to Mr. Robert Baker for 48 years; and*

WHEREAS, *Mrs. Baker loved to travel and was fortunate enough to travel to all 50 states, Mexico, Canada, and Hong-Kong. Mrs. Baker also enjoyed taking several cruises with various stops including a trip through the Panama Canal; and*

WHEREAS, *Mrs. Baker loved to dance and swim. She participated in both activities almost daily until 2007 at the age of 87; and*

WHEREAS, *Mrs. Baker was an usher at the Barbara Mann Theater in Fort Myers, Florida, which enabled her to see the best entertainment in her community. Mrs. Baker was also an elections precinct supervisor for over 25 years, volunteered with Meals on Wheels and assisted the Activities Director at Westpointe Retirement Community; and*

WHEREAS, *in 2009, Mrs. Baker, was named Miss Westpointe. Today, she enjoys playing cards and bingo with the other residents and spending time with her family.*

NOW, THEREFORE, BE IT PROCLAIMED, *that the Board of County Commissioners of Escambia County, Florida, hereby honors and congratulates Mrs. Ann L. Baker for reaching the age of 100.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman, District Five

Robert D. Bender, Vice Chairman
District Four

Jeff Bergosh, District One

Doug Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: October 1, 2020

PROCLAMATION

WHEREAS, *423 North "C" Street is the address of the Ella L. Jordan home, constructed in the 1890's, located at LaRue and "C" Streets. It has been the headquarters of the Pensacola Federation of Colored Women's Clubs, Inc., an organization founded in 1929 by Ella L. Jordan. The home was purchased in 1930 by club members; and*

WHEREAS, *Mrs. Jordan dedicated her life to the Club's works and community activities. Her home served as an important social and educational institution for the African-American community for several years; it also served as the Federation's Club Home; and*

WHEREAS, *in addition to serving as a club house, the Ella Jordan Home was a hub for social and cultural gatherings, including significant assemblies. The club and the home provided a way for African-American women in segregated Pensacola to identify and meet the needs of their community. The Ella L. Jordan home is historically significant because of the activities of the Pensacola Federation of Colored Women's Clubs; and*

WHEREAS, *the Pensacola Colored Women's Clubs, Inc., continues to work for economic, education, cultural, and social welfare of women, youth and the community. Through the renovation and restoration of the Ella L. Jordan home, our children and citizens of the community will become knowledgeable of the legacy and tradition of African-American people, past, present and future, within Pensacola; and*

WHEREAS, *this historical landmark stands as a continuing legacy and life-long commitment of Mrs. Ella Jordan, the Federation of Colored Women's Clubs, and to give hope to a new generation.*

NOW, THEREFORE, BE IT PROCLAIMED, *that the Board of County Commissioners of Escambia County, Florida, expresses its support in the restoration of the Mother Wit/Ella L. Jordan historic landmark. This landmark brings honor and dignity to the citizens of Escambia County, Florida.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Robert Bender, Vice Chairman
District Four

Steven Barry, Chairman, District Five

Jeff Bergosh, District One

Doug Underhill, District Two

Lumon J. May, District Three

THE BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO.

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Dated: September 25, 2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18690 **Written Communication 7.**
BCC Regular Meeting
Meeting Date: 10/01/2020
Issue: Lien Relief Request - 920 North 59th Avenue
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
August 31, 2020, communication from Tommie C. Wood Walker, requesting lien relief for property located at 920 North 59th Avenue.

Recommendation: That the Board review and consider the lien relief request made by Tommie C. Wood Walker, for property located at 920 North 59th Avenue.

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 Liens" Policy, Section III, H2.

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:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Written Communication - 920 North 59th Ave.

August 31, 2020

Commissioner Underhill
District 2
Government Complex
221 Palafox Place, Suite 400
Pensacola, Florida 32502

Ref.: 920 North 59th Ave., Pensacola, FL. 32506
Property Reference #: 352S 3025 0000 5011
Myrtle Grove Park

This letter is in response to the Notice of NON-AD Valorem Assessments for Escambia County, regarding A Public Hearing to be held September 8, 2020, 5:30 p.m.at the Commissioners' Chambers. I am not able to attend this meeting.

My brother George Robert Wood was a US Army Veteran and Permanent Disability Exemption. He moved **March 2016**, to 5386 Broad Street, Milton, FL.32570 – Santa Rosa Health and Rehabilitation Center - nursing home. This move was necessary due to George having Dementia. On June 1, 2019, George past-away due to Advance Dementia. George did not know he had a family and he did not know his Father's or Mother's name.

Sixteen months later the CE#17-03-01089 (code enforcement citation) dated **07/20/2017** and the **time of day was not noted**. It is my understanding it was issued due to the yard needed mowing.

All Escambia County correspondence regarding the above property was sent directly to the nursing home. I never received notification when the ad valorem tax was not being paid or when the home on the property was demolished (July 2019). I did pay the back taxes for years -2015, 2016, 2017, 2018 totaling $4,578.46 (paid July 23, 2019). I also paid ad valorem tax year 2019. I only owned 1/16 of the above property.

I am retired, I live on a fixed income and my health is not good. I am unable to pay the code enforcement lien payoff in the amount of $16,924. If you could reduce the lien to $0 that would be great.

Any questions, you can reach me at (850) 800-7029, please leave a message if I am not available when you call.

Best Regards,

Tommie C Wood Walker

Ms. Tommie C. Wood Walker
1804 Wagon Wheel Circle West
Tallahassee, FL 32317

COUNTY ATTORNEYS OFFICE
04 SEP2020
AM11:02

Recorded in Public Records 11/2/2018 11:24 AM OR Book 7992 Page 1385, Instrument #2018087629, 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

ESCAMBIA COUNTY, FLORIDA

vs.

WOOD, GEORGE 12/16 INT &
5386 BROAD ST
MILTON, FL 32570

Case No: CE170301089
Location: 920 N 59TH AVE
PR #: 352S302500005011

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	$8450.00	$25.00 Per Day From: 8/16/2017 To: 7/20/2018
Court Cost	~~$1100.00~~ 550.00	
County Abatement Fees	$7,795.00	
Administrative Costs	$0.00	

Total: ~~$17345.00~~ 16,795.00

DONE AND ORDERED at Escambia County, Florida on October 30 2018.

John B. Trawick
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 8/4/2017 12:03 PM OR Book 7756 Page 219, Instrument #2017060151, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $44.00

Recorded in Public Records 8/4/2017 11:15 AM OR Book 7756 Page 124, Instrument #2017060108, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $44.00

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: D.C.
DATE: 08/04/17

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#17-03-01089
LOCATION: 920 N 59th Avenue
PR# 352S3025000005011

Wood George 12/16 Int, Wood George Robert 1/16 Int,
Sarley Pat 1/16 Int & Wood Tommie Catherine 1/16 Int
5386 Broad St
Milton, FL 32570
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, None , 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 15, **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 $ 25.00 per day, commencing August 16, 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 $ 1,100.00 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 1st day of August, 2017.

John B Trawick
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 3/12/2018 12:57 PM OR Book 7868 Page 66, Instrument #2018019606, 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

ESCAMBIA COUNTY, FLORIDA
vs.

Case No.: CE 17-03-01089
Location: 920 N 59th Avenue
PR# 352S3025000005011

Wood George 12/16 Int, Wood George Robert 1/16 Int, Sarley Pat 1/16 Int & Wood Tommie C
5386 Broad St
Milton, FL 32570

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 August 01, 2017, 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, 30-203 (n),(p),(t), and (u). 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 August 01 2017.

Itemized Cost	
a. Fines ($25.00 per day 08/16/17-12/01/17)	$ 2,675.00
b. Court Costs	$ ~~1,100.00~~ 550.00
c. County Abatement Fees	$ 1,295.00
Total:	$ ~~5,070.00~~ 4,520.00

DONE AND ORDERED at Escambia County, Florida on this 7th day of March, 2018.

John B Trawick
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 4/23/2018 11:07 AM OR Book 7888 Page 780, Instrument #2018030784, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $10.00

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

ESCAMBIA COUNTY, FLORIDA

Vs.

Case No: CE# 17-03-01089
Location: 920 N 59th Avenue
PR# 352S3025000005011

Wood George 12/16 Int, Wood George Robert 1/16 Int, Sarley Pat 1/16 Int & Wood Tommie C
5386 Broad Street
Milton, FL 32570

ORDER OF DISMISSAL

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, has been requested to dismiss this matter because the Certification of Cost order was filed in error.

THEREFORE, the Special Magistrate being otherwise fully advised in the premises; it is hereby

ORDERED that the above styled case is dismissed.

DONE AND ORDERED at Escambia County, Florida on this the 19 day of April, 2018.

John B Trawick
Special Magistrate
Office of Environmental Enforcement

Escambia County
Office of Management & Budget
221 Palafox Place, Suite 440
Pensacola, FL 32502
Telephone (850) 595-4960

First Class Mail

Send to: 13 ·····SNGLP 790 1

1 of 1

WOOD GEORGE 12 / 16 INT & EST OF
WOOD GEORGE ROBERT 1/16 INT &
1804 WAGON WHEEL CIR W
TALLAHASSEE, FL 32317-7443

Notice of NON-AD Valorem Assessments
For Escambia County
Municipal Services Benefit Unit (MSBU)
2020 - 2021 Assessments
for Nuisance Abatement

A Public Hearing on the above Non-Ad Valorem Assessments will be held:
September 8, 2020, 5:32 p.m. at the Commissioners' Chambers located on the first floor of the County Government Complex at 221 Palafox Place, Pensacola, Florida.

If approved at the public hearing, billing for these assessments will be included on the property tax bill to be mailed in November 2020.

Please refer to the back of this notice for more details regarding your Non-Ad Valorem special assessment or contact Escambia County at (850) 595-4960.

Do Not Pay
This is NOT a Bill

Property Reference #: 352S302500005011
Legal Description: LTS 5 6 AND S 15 FT OF LT 4 BLK 11 MYRTLE GROVE PARK PB 1 P 22 DB 376 P 432 OR 5355 P 1207OR 5355 P 1212 OR 8189 P 933 OR 8190 P 317

Anticipated Total Revenue to be Generated by this Assessment	Unit of Measurement to be Applied Against Parcels in the Assessment District to Determine Assessment	Number of Units Contained in Each Assessed Parcel	Total Amount of Non-Ad Valorem Special Assessment to be Assessed Against Each Parcel
$43,982.41	Parcel	1	$617.10

Notice: Failure to pay the above assessment(s) when due will cause a tax certificate to be issued against the property, which may result in loss of title. All affected property owners in the assessment district have a right to appear at this hearing and to file written objections with the Board of County Commissioners through the County Administrator's Office within twenty (20) days of the notice.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact Shamara J. Jernigan, Program Coordinator, (850)595-4916 at least seven days prior to the date of the hearing.

What is a Non-Ad Valorem Assessment and MSBU?

A Non-Ad Valorem assessment is a charge levied to cover the cost of providing a specific municipal service to properties within specially defined assessment districts (geographical areas). All properties within the area are assessed. The special service may be street lighting, maintenance of retention/detention ponds, road paving, abatement of code violations (nuisance abatements), or other municipal services.

The special assessment districts are known as Municipal Service Benefit Units (MSBU) and are defined areas such as subdivisions or other geographically defined areas sharing the benefit of the service (Example: a subdivision with street lighting that benefits all parcels).

MSBUs are established in the unincorporated area of Escambia County, and assessments differ from property taxes (ad valorem) because they are levied on the basis of a benefit to a parcel rather than property value.

Why did I receive this notice?

Property you own at the location indicated on the notice is included within a MSBU district and is receiving, or will receive, a benefit from the municipal service listed on the notice (street lighting, pond maintenance, road paving, etc.).

The notice is mailed if:

- A new MSBU has been adopted and a non-ad valorem assessment is to be levied on a parcel for the first time, such as when the County begins providing maintenance to a retention/detention pond within a subdivision, OR
- An existing MSBU district had a change that requires a significant increase to the non-ad valorem assessment over the prior year's amount

In each situation, a Public Hearing is scheduled to offer opportunity for the public (property owners) to address the Board of County Commissioners and to provide comment on the action proposed.

The notice is provided in accordance with Florida Statutes 197.3632. Typically, a notice is issued 20 days prior to the scheduled date of the Public Hearing where the Non-Ad Valorem assessment roll is considered for approval.

What response is expected to this Notice?

No response is required of property owners. Property owners are not required to attend the public hearing but are invited if they wish to provide comment. Written comment is also accepted.

The MSBU Program office (Escambia County Office of Management & Budget) is available to provide additional information at **850-595-4960, or ramcmull@myescambia.com**.

May I pay the assessments now?

No payment is accepted in response to this notice. The assessment will be included on your property tax bill mailed in November, and payment is required according to the same terms and conditions as property taxes. Non payment will cause a tax certificate to be issued against the property, which may result in loss of title.

CE#17-03-01089 DEP ContactP [redacted]
Wood George 12/16 Int, Wood George Robert 1/16 Int
Sarley Pat 1/16 Int & Wood Tommie Catherine 1/16 Int
5386 Broad St., Milton, FL 32570
Alleged Violator:
Wood George, Wood George R, Sarley Pat & Wood Tommie Catherine
Violation Location:
920 N 59th Avenue
Officer: N Moreno #670

07/20/2017

[redacted]

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18493 **Public Hearings 9.**
BCC Regular Meeting
Meeting Date: 10/01/2020
Issue: 5:31 p.m. Public Hearing to Adopt an Ordinance to Impose/Levy a 5th Cent Tourist Development Tax
From: ALISON ROGERS, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:
5:31 p.m. Public Hearing for Consideration of Adopting an Ordinance to Impose/Levy a 5th Cent Tourist Development Tax.

Recommendation: That the Board adopt and authorize the Chairman to sign the Ordinance Imposing and Levying an additional one percent tourist development tax (Fifth-Cent) in the incorporated and unincorporated areas of Escambia County.

BACKGROUND:
This Ordinance comes to the Board following direction at the August 20, 2020, meeting of the Board of County Commissioners. Pursuant to Section 125.0104(3)(n), Fla. Stat., the Board may impose a fifth (5th) cent tourist development tax by a super-majority vote for financing a publicly owned or operated facility or to promote tourism. Two Ordinance options are provided for your vote. Option A provides for the 5th cent proceeds to be used solely for tourism promotion. Option B provides that the proceeds can be used for both tourism promotion and a publicly owned or operated facility.

The County's Tourist Development Council voted on both August 10, 2020, and December 10, 2019, to recommend the imposition of the 5th cent TDT. Minutes of these TDC meetings are provided for reference. A TDC recommendation is not required for imposition of the tax.

Should the Board vote to impose the tax, collections would commence on January 1, 2021. The Ordinance would remain in place until repealed by the Board.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Ordinance was drafted by the County Attorney's Office and was advertised in the *Pensacola News Journal* on Saturday, September 12, 2020.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ordinance Option A
Ordinance Option B
Minutes - August 10, 2020
Minutes - December 10, 2019
PNJ Affidavit - Proof of Publication

OPTION A

ORDINANCE 2020-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, CREATING VOLUME I, CHAPTER 90, DIVISION III, SECTIONS 90-65 THROUGH 90-69 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; IMPOSING AND LEVYING AN ADDITIONAL ONE PERCENT TOURIST DEVELOPMENT TAX (FIFTH-CENT) IN THE INCORPORATED AND UNINCORPORATED AREAS OF ESCAMBIA COUNTY; PROVIDING FOR THE COLLECTION AND DESIGNATION OF THE ADDITIONAL TAX; ESTABLISHING THE USE OF THE ADDITIONAL TAX; PROVIDING FOR PROCEDURES AND PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, §125.0104, Florida Statutes, provides for the levy of up to a six percent Tourist Development Tax by counties meeting the statutory requirements for such levies; and

WHEREAS, a two percent Tourist Development Tax was imposed within Escambia County by Escambia County Ordinance 80-16 and approved by referendum for the purpose of funding the Escambia County Tourist Development Plan; and

WHEREAS, by a super-majority vote on October 27, 1987, the Board of County Commissioners enacted Ordinance 87-17 imposing an additional one percent ("third-cent") Tourist Development Tax within Escambia County; and

WHEREAS, by a super-majority vote on March 7, 1989, the Board of County Commissioners enacted Ordinance 89-7 to amend and reenact the third-cent Tourist Development Tax; and

WHEREAS, on March 26, 1996, the Board of County Commissioners enacted Ordinance 96-8, as later amended by Ordinances 2000-22, 2002-39, and 2003-11, imposing an additional one percent ("fourth-cent") Tourist Development Tax; and

WHEREAS, pursuant to §125.0104(3)(n), Florida Statutes, the Board of County Commissioners is authorized to impose an additional one percent ("fifth-cent") Tourist Development Tax above the current four percent (4%) by a majority plus one vote of the Board of County Commissioners to be used to promote and advertise tourism; and

WHEREAS, the exclusive use of these proceeds to promote and advertise tourism is important for the growth of tourism in Escambia County and serves a vital public purpose.

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

Section 1. Volume I, Chapter 90, Division III, Sections 90-65 through 90-69 of the Code of Ordinances of Escambia County, Florida is hereby created to read as follows:

Section 90-65. -Levy and Imposition of Additional One Percent (fifth-cent) Tourist Development Tax.

Pursuant to §125.0104(3)(n), Florida Statutes, commencing on January 1, 2021, there is hereby levied and imposed an additional Tourist Development Tax (the "Additional Tax") of one percent (1%) of each dollar and major fraction of each dollar of the total consideration charged every

person for the lease or rental of living quarters or accommodations as authorized by §125.0104, Florida Statutes, which includes lease or rental in any hotel, apartment hotel, motel, resort motel, apartment, apartment motel, rooming house, tourist or trailer camp, or condominium for a term of six (6) months or less. When receipt of consideration is by way of property other than money, the tax is to be levied and imposed on the fair market value of such non-monetary consideration. Accordingly, the Tourist Development Tax rate established is hereby increased from four percent (4%) to five percent (5%).

Section 90-66. -Affected Area.
This Additional Tax is imposed in all incorporated and unincorporated areas of Escambia County, Florida.

Section 90-67. -Collection of Additional Tax.
The Additional Tax shall be collected by the Clerk of the Circuit Court, without priority or distinction, on a *pari passu* basis with the other four percent (4%) Tourist Development Tax collected. One-fifth (1/5) of the total Tax collected pursuant to Ordinance 80-16, Ordinance 87-17, as amended by Ordinance 89-7, and Ordinance 96-8, as amended by Ordinances 2000-22, 2002-39, and 2003-11, and this Ordinance, is hereby designated as the proceeds of the Additional Tax imposed by this Ordinance.

Section 90-68. -Additional Procedures and Penalties.
Except to the extent this Ordinance or Florida Law requires otherwise, the procedures and penalties set forth in sections 90-31 through 90-64 of the Escambia County Code of Ordinances shall apply to this Additional Tax. The use of the additional tax shall only be as set forth in this Ordinance and as further determined by the Board of County Commissioners.

Section 90-69. -Use of Proceeds of Additional Tax.
The proceeds of the Additional Tax imposed by this Ordinance shall be used exclusively to promote and advertise Escambia County tourism in the State of Florida and nationally and internationally; however, if tax revenues are expended for an activity, service, venue, or event, the activity, service, venue, or event so promoted or advertised shall have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue or event to tourists as provided by §125.0104(3)(n)2., Florida Statutes.

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 the Code.
It is the intention of the Board of County Commissioners of Escambia County, Florida, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Escambia County; and that the sections 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.
A certified copy of this Ordinance shall be filed with the Department of State and furnished to the Department of Revenue within day (10) days after enactment. In accordance with Section 125.66(2), Florida Statutes, this Ordinance shall become effective upon filing with the Department

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of State. The effective date of the levy and imposition made hereby, and the commencement of collection of the Additional Tax hereunder, shall be on January 1, 2021.

DONE AND ENACTED THIS _____ DAY OF _____, 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

DRAFT

OPTION B

ORDINANCE 2020-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, CREATING VOLUME I, CHAPTER 90, DIVISION III, SECTIONS 90-65 THROUGH 90-69 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; IMPOSING AND LEVYING AN ADDITIONAL ONE PERCENT TOURIST DEVELOPMENT TAX (FIFTH-CENT) IN THE INCORPORATED AND UNINCORPORATED AREAS OF ESCAMBIA COUNTY; PROVIDING FOR THE COLLECTION AND DESIGNATION OF THE ADDITIONAL TAX; ESTABLISHING THE USES OF THE ADDITIONAL TAX; PROVIDING FOR PROCEDURES AND PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, §125.0104, Florida Statutes, provides for the levy of up to a six percent Tourist Development Tax by counties meeting the statutory requirements for such levies; and

WHEREAS, a two percent Tourist Development Tax was imposed within Escambia County by Escambia County Ordinance 80-16 and approved by referendum for the purpose of funding the Escambia County Tourist Development Plan; and

WHEREAS, by a super-majority vote on October 27, 1987, the Board of County Commissioners enacted Ordinance 87-17 imposing an additional one percent ("third-cent") Tourist Development Tax within Escambia County; and

WHEREAS, by a super-majority vote on March 7, 1989, the Board of County Commissioners enacted Ordinance 89-7 to amend and reenact the third-cent Tourist Development Tax; and

WHEREAS, on March 26, 1996, the Board of County Commissioners enacted Ordinance 96-8, as later amended by Ordinances 2000-22, 2002-39, and 2003-11, imposing an additional one percent ("fourth-cent") Tourist Development Tax; and

WHEREAS, pursuant to §125.0104(3)(n), Florida Statutes, the Board of County Commissioners is authorized to impose an additional one percent ("fifth-cent") Tourist Development Tax above the current four percent (4%) by a majority plus one vote of the Board of County Commissioners to be used to pay debt service on bonds issued to finance a professional sports franchise facility and to promote and advertise tourism; and

WHEREAS, the exclusive use of these proceeds to pay debt service on bonds issued to finance a professional sports franchise facility and to promote and advertise tourism is important for the growth of tourism in Escambia County and serves a vital public purpose.

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

Section 1. Volume I, Chapter 90, Division III, Sections 90-65 through 90-69 of the Code of Ordinances of Escambia County, Florida is hereby created to read as follows:

Section 90-65. -Levy and Imposition of Additional One Percent (fifth-cent) Tourist Development Tax.

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OPTION B

Pursuant to §125.0104(3)(n), Florida Statutes, commencing on January 1, 2021, there is hereby levied and imposed an additional Tourist Development Tax (the "Additional Tax") of one percent (1%) of each dollar and major fraction of each dollar of the total consideration charged every person for the lease or rental of living quarters or accommodations as authorized by §125.0104, Florida Statutes, which includes lease or rental in any hotel, apartment hotel, motel, resort motel, apartment, apartment motel, rooming house, tourist or trailer camp, or condominium for a term of six (6) months or less. When receipt of consideration is by way of property other than money, the tax is to be levied and imposed on the fair market value of such non-monetary consideration. Accordingly, the Tourist Development Tax rate established is hereby increased from four percent (4%) to five percent (5%).

The Additional Tax shall automatically expire upon the later of: a) the retirement of all bonds issued to finance the construction, reconstruction, or renovation of a facility either publicly owned and operated, or publicly owned and operated by the owner of a professional sports franchise or other lessee; or b) the expiration of any agreement for the operation or maintenance, or both, of a facility either publicly owned and operated, or publicly owned and operated by the owner of a professional sports franchise or other lessee.

Section 90-66. -Affected Area.
This Additional Tax is imposed in all incorporated and unincorporated areas of Escambia County, Florida.

Section 90-67. -Collection of Additional Tax.
The Additional Tax shall be collected by the Clerk of the Circuit Court, without priority or distinction, on a *pari passu* basis with the other four percent (4%) Tourist Development Tax collected. One-fifth (1/5) of the total Tax collected pursuant to Ordinance 80-16, Ordinance 87-17, as amended by Ordinance 89-7, and Ordinance 96-8, as amended by Ordinances 2000-22, 2002-39, and 2003-11, and this Ordinance, is hereby designated as the proceeds of the Additional Tax imposed by this Ordinance.

Section 90-68. -Additional Procedures and Penalties.
Except to the extent this Ordinance or Florida Law requires otherwise, the procedures and penalties set forth in sections 90-31 through 90-64 of the Escambia County Code of Ordinances shall apply to this Additional Tax. The use of the additional tax shall only be as set forth in this Ordinance and as further determined by the Board of County Commissioners.

Section 90-69. -Use of Proceeds of Additional Tax.
The proceeds of the Additional Tax imposed by this Ordinance shall be used exclusively to:

a) Pay the debt service on bonds issued to finance the construction, reconstruction, or renovation of a facility either publicly owned and operated, or publicly owned and operated by the owner of a professional sports franchise or other lessee with the sufficient expertise or financial capability to operate such facility, and to pay the planning and design costs incurred prior to issuance of such bonds for a new professional sports franchise as provided in §125.0104(3)(n)1.a., Florida Statutes; and

b) Promote and advertise Escambia County tourism in the State of Florida and nationally and internationally; however, if tax revenues are expended for an activity, service, venue, or event, the activity, service, venue, or event so promoted or advertised shall have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue or event to tourists as provided by §125.0104(3)(n)2., Florida Statutes.

DRAFT

OPTION B

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 the Code.
It is the intention of the Board of County Commissioners of Escambia County, Florida, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Escambia County; and that the sections 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.
A certified copy of this Ordinance shall be filed with the Department of State and furnished to the Department of Revenue within day (10) days after enactment. In accordance with Section 125.66(2), Florida Statutes, this Ordinance shall become effective upon filing with the Department of State. The effective date of the levy and imposition made hereby, and the commencement of collection of the Additional Tax hereunder, shall be on January 1, 2021.

DONE AND ENACTED THIS _____ DAY OF _____, 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

DRAFT

ESCAMBIA COUNTY
Tourist Development Council Special Meeting

August 10, 2020
Meeting Minutes
BCC Chambers, 221 Palafox Place
3:03 p.m. – 4:54 p.m.

TDC Members Present
Shirley Cronley, Chair
David Bear, Vice-Chair
Commissioner Robert Bender
Jim Reeves
Nan Harper
Ronnie Rivera
Tish Patel

TDC Members Absent
Councilwoman Sherri Myers
Councilman P.C. Wu, PhD

Call to Order
Chairwoman Shirley Cronley called the meeting to order at 3:03 p.m. The meeting was advertised in the Pensacola News Journal on Saturday, August 8, 2020.

Public Comment
Jason Nicholson with Innisfree Hotels addressed the council. Mr. Nicholson applauded the board and reminded them that role of this council is for economic development for tourism and that TDT is the purest form of economic development and most successful. Tourism is a competition and we are competing with our neighboring counties for tourists.

Ted Ent with Innisfree Hotels addressed the council. Covid is a challenge for everyone during this time. We are currently being outspent by our neighboring counties when it comes to marketing. We need to make sure we are doing everything that we can to let people know we are open for business.

Ajit Patel, hotel owner/operator, addressed the council to let them know that it is vitally important that we make sure our message is loud and people know we are open. Nan Harper, council member, stated that this committee is very focused on their responsibility to allocate funds adequately. She also recognizes the importance of bringing people from out of town to fill our beds and spend money locally. She wants to make sure there is enough of the fourth cent and pinpoint where our dollars go. We are conscious of bringing people in from drive markets.

Julian McQueen with Innisfree Hotels addressed the council. Stated that he is strongly against the 5th cent this until there is a plan and a budget. As of today, he has yet to see a plan or budget. Additionally,

Pensacola Beach is the most taxed beach out of our competitive set, sitting at 14%, overtaxed. Reminded them the county would take $1.5 million out of TDC funds and put them into a bridge is not tourism/marketing. That is the express purpose of LOST. The TDC is a sub-committee of the county and to be very careful that the county is being responsible when spending fourth cent. Requested a plan and budget from council. Commissioner Bender asked McQueen where he got the $1.5 million figure? Commissioner Bender stated that $684k went towards the bridge when it came in at $1.2 million shortfall. Commissioner Bender stated that without the bridge, there would not be a way to get to the hotels. McQueen wants everyone to hear his logic. A discussion continued and Commissioner Bender stated that he does recognize the importance of marketing.

Chairwoman Cronley thanked everyone.

New Business

1) **Visit Pensacola Update** – Darien Schaefer, CEO, Visit Pensacola

Schaefer gave an update. All three agencies are aware of lowered receipts and Escambia County has written a second amendment to their appropriations agreement. This amendment calls for an additional $1.5 million cut to the unified budget and is scheduled to be presented at the August 20, 2020 BOCC meeting. This is a 19.1% reduction from the supplemental budget back in April 2020. To accommodate reductions, Visit Pensacola reduced 5.5 staff positions and did not fill open positions, going from 16 full-time positions to 8.5 full-time positions, a 47% cut in personnel. Marketing/direct programming was cut by $1.6 million. ACE has sacrificed the bulk of their budget, and Pensacola Sports reduced their budget by $293k. We are waiting to hear from county about the CARES act funding and if eligible to receive to promote the area. If the 5th cent were to be implemented, Visit Pensacola would support the use of dollars for marketing. A chart was provided to council members that showed the Florida Statutory Authorized Uses of TDT Cents 1-5. Schaefer stated the 5th cent could be used to promote and advertise tourism in Florida and pay the debt service on bonds issued to finance the construction, reconstruction, or renovation of publicly owned professional sports franchise facility. Our peer destinations have been fortunate enough to establish reserves and continue to market using those funds. Visit Pensacola does not have those reserves, hence the $1.6 million cut to marketing program and have paused it twice. Based on projections from the county, budget will be down $2 million for FY 21. Another consideration for fifth cent would be to build up a reserve. Schaefer asked the council if they had questions.

Jim Reeves asked what the estimated dollar amount for FY 2021 will be. Schaefer replied that it is a moving figure but based on four percent it would be $2.25 - $2.5 million.

Ronnie Rivera asked if the 30% cut was across the board VP, ACE, and Pensacola Sports. Schaefer replied, yes.

Commissioner Bender wanted to clarify comment. Some of the supplemental should have been put towards the reserves and we share the blame for that not happing. Reserves are important and given the current climate, Commissioner Bender supports tourism and marketing for tourism and wants to make the marketing budget as whole as possible. Moving forward, we need to look at building the reserves with some of the 5th cent monies.

David Bear thanked Schaefer for his update and agreed that more dollars are needed for more marketing. According to the county's audit fiscal year ending September 30, 2019, there was $5.3 in the tourism promotion fund. Collections have not been what were anticipated to the tune of approximately $3 million short, but the same amount was cut from the unified budget, so that should balance out. By the end of this FY end should not we still have $5.3 sitting in the fund? We are sitting on funds and we should be good stewards and use resources that we have available. Would like to have seen the county administrator at this meeting to ask what she intends to do with those funds and why she asked to cut $3 million from the unified budget, when those funds are clearly available. Commissioner Bender was asked why the county is only cutting the unified budget.

Commissioner Bender said that the BOCC is also taking a 33% cut. Requested that Sharon Pitts, County Administrator Assistant, present at this meeting, talk about the $5.3. He was not aware that there was that amount in the account. Pitts addressed the council stating that it was closer to $3 million to include outstanding invoices from Visit Pensacola. Visit Pensacola does have an advance that will apply to its spend. The $3 million should not reduce with another 1.5 months left of FY 2020. Rivera requested Pitts to find out exactly how much is in account today. Pitts went to go check and will report.

Schaefer clarified that Visit Pensacola has $1 million of the advance that they are paying back. After that, the amount of cash that they will be requesting from the county will be under $400k for the remainder of this fiscal year. Reeves also stated that he would like the amount available right now.

Mitesh Patel understands how the county feels that they need a savings fund. Monies were spent by the county that should have gone to Visit Pensacola to keep them from making cuts and does not see a need for fifth cent unless it was dedicated directly to marketing. If a savings fund is determined to be needed, a plan must be in place for spending.

Pitts returned to meeting to address the council. Pitts stated that as of today, there is $3.8 million in the account. The anticipated collection for next two months is not available. A discussion continued about how to make the unified budget whole.

Chairwoman Cronley stated that on December 10, 2019, this body, referring to TDC, voted to recommend to the BOCC to raise bed tax to 5%. TDC sent their recommendation to implement the 5th cent and hold in a dedicated account until TDC had a plan. BOCC then requested a plan to spend 5th cent. Chairman Cronley stated that this body, referring to TDC, is here to determine a spending plan for the 5th cent and then opened it up for discussion.

Reeves made a motion that the TDC recommend to the board of county commissioners, that the 5th cent be implemented as soon as possible, and it be dedicated for the next two fiscal years, absolutely to tourism and promotion. Patel asked for a discussion before they make a motion. Chairwoman Cronley and Reeves stated that no, he cannot because there needs to be a second and then discussion. Chairwoman Cronley then asked for a second. The motion died for a lack of a second.

Discussion continued about the fifth cent and spending along with unified budget. Patel would be open to rescinding the vote in December regarding the fifth cent since there is no fourth cent spending plan. Discussion continued as they look over Florida Statutory Authorized Uses of TDT Cents 1-5.

Patel made a motion and seconded by Harper with discussion to rescind the motion made in December 2019. Bear brought up that this is not on agenda and cannot be voted on. Discussion continued about agenda items. Reeves called a question on the motion and not in favor of going backwards and requested a vote. Chairwoman Cronley allowed the motion to be voted on. The motion failed with Cronley, Bear, Bender, and Reeves voting against, Harper and Patel voting in favor, and Rivera abstained.

2) **Discussion on 5th Cent Tax Spending Plan** – Shirley Cronley, Chairwoman

Chairwoman Cronley requested discussion on spending plan. Bear recommended that the fifth cent be levied and collected for the first eighteen (18) months and apply 100% directly to the unified budget for marketing. After the 18 months, have it collected and go into reserves until it reaches $15 million. This will ensure we have a significant balance for any future catastrophe(s). Anything that would cause a reduction in collections greater than 20%. It could only be used for tourism marketing not infrastructure, etc. During the period of collecting the $15 million, work on a planning process with industry and community. If the plan is not complete by then, we should sunset the fifth cent.

A discussion continued with Commissioner Bender and Rivera. The concern is once it leaves TDC hands, there will not be control on where it will be spent. Chairwoman Cronley stated that It will be the desire of this board to know where the money is being spent when it is taken from TDT collections by coming to TDC to inform them. The implementation of fifth cent would not take place before January 2021. Two hearings would have to take place first.

Rivera asked if there should be a plan for the 4th cent first before discussing plan for 5th cent. Chairman Cronley would like to discuss this at the September 1, 2020 meeting and have the county administrator present.

3) **Recommendation on 5th Cent Tax Spending Plan**

Reeves made a motion that we recommend to the county commission that the 5th cent be implemented and for the next two fiscal years all the money goes to promotion/advertising and the unified budget. Chairwoman Cronley asked for a second. Bear offered an amendment to the motion stating after the two years of funding the unified budget, that the money goes into a reserve. Reeves amended his motion.

The amended motion made by Reeves is to recommend to the county commission that the 5th cent be implemented and for the next two fiscal years all the money goes to promotion/advertising and the unified budget and that after the first two years, the 5th cent is spent on what this (TDC) board recommends to the county commission. Bear seconded the motion. Chairwoman Cronley requested a vote. The motion passed with Cronley, Bear, Bender, and Reeves voting in favor, Harper and Patel voting against, and Rivera abstained.

4) **Other Business**

Chairwoman Cronley would like to have the county administrator, Pam Childers, and finance at next meeting to discuss 1-4 cents and solicit questions prior to the meeting. Reeves was asked to talk to county administrator on behalf of the TDC. Chairwoman Cronley will set up the meeting.

Pitts addressed the TDC with numbers in the Tourism Promotion Fund is currently at $3.8 million (cash at hand). Cash now but there is still spending for other programs that are not Visit Pensacola. A discussion continued. Reserves are at $1.1 million cumulative.

Reeves made a motion to recommend to the board of county commissioners that they allocate up to $1 million from reserves to Visit Pensacola marketing efforts. The motion was seconded by Bear. Rivera requested a discussion. Discussion continued between board and Schaefer. Pitts recommended that another possible solution would be to adjust the amendment from $1.5 to $1 million, as long as there were available reserves. Visit Pensacola wants to spend the money responsibly. Commissioner Bender will help Schaefer with presenting this motion next week. ACE has suspended programming and does not need funding for rest of this fiscal year. Visit Pensacola can spend it on their usual activities. Pensacola Sports can work with Visit Pensacola if they need additional dollars for marketing any of their events. Visit Pensacola would spend money on marketing.

Chairwoman Cronley requested a vote. The motion passed unanimously.

Commissioner Bender recommends that the agenda and TDC meetings fall under the county and would like to move responsibility back to the county.

The meeting was adjourned by Chairwoman Shirley Cronley at 4:54 p.m.

Respectfully submitted,
Leslie R. White, Destination Services and Events Manager, Visit Pensacola

ESCAMBIA COUNTY
TOURIST DEVELOPMENT COUNCIL
December 10, 2019
Meeting Minutes
BCC Chambers, 221 Palafox Place
3:03 p.m. – 4:36 p.m.

TDC Members Present
Shirley Cronley, Chair
David Bear, Vice-Chair
Commissioner Robert Bender
Councilman P.C. Wu, PHD
Jim Reeves
Nan Harper
Ronnie Rivera

TDC Members Absent
Councilwoman Sherri Myers
Nash Patel

1. **Call to Order**- Chairwoman Shirley Cronley called the meeting to order at 3:03 p.m. The meeting was duly advertised in the Pensacola News Journal on Saturday, December 7, 2019.
2. **Welcome new TDC Member James J. Reeves** – Chairwoman Shirley Cronley welcomed new board members Jim Reeves and Commissioner Robert Bender.

3. **Public Comment** – There was no public comment.

4. **Approval of the September 2019 Tourist Development Council Meeting Minutes**- Ronnie Rivera called for the approval of the September 2019 meeting minutes. The motion was seconded by David Bear. The meeting minutes were approved by unanimous vote.

5. **Status of Funds Available, TDC Collections and Receipts**- Stephan Hall, Manager, Office of Management and Budget

TDT collections through November were down .59% for the same time period last year. We are at 16.68% of our revenue projection through November. The collections are 29.3% above the expected anticipated budget for November.

6. a) **Bob Sikes Bridge Rehabilitation Project** – Stephan Hall, Office of Management and Budget
A copy of the recommendation that the TDC take the following action concerning the use of TDT funds toward necessary repairs to the Bob Sikes Toll Bridge on Pensacola Beach. Stephan asked is there were any questions. Shirley Cronley asked for clarification – hasn't this already been approved and passed by the Board of County Commissioners? Stephan replied that yes, it has been recommended by the BOCC and that the TDC would need to agree that it is a good investment of dollars. This will extend the life of the bridge by about 12 years. After additional Council discussion, a motion was made by Ronnie Rivera, seconded by Jim Reeves, to support the recommendation of the County Commissioners to use TDT reserve funds for necessary repairs to the Bob Sikes Toll Bridge. The vote was unanimous for approval.
Shirley asked for a brief breakdown of the TDT collections. Stephan provided a copy to the Council.
b) **Impact of Recent Event at NAS Pensacola** – David Bear
David asked how it will affect TDT collections. Steve responded that he had spoken with Sterling Gilliam, executive director for NAS Museum, and Sterling had relayed typically December is their lowest month for attendance. The museum is open, however only DoD credentials are allowed on base at the current time.
c) **TDT Workgroup Report** – Steve Hayes
Steve presented a handout to the Council. The group started 7-8 months ago to look at collection history and the way it's allocated. Jack Brown asked if the TDC would officially appoint people to the group. He suggested appointing a group and adding a female. Administrator Gilley will be added to the group.
Ronnie Rivera made a motion, seconded by Jim Reeves, to officially support the TDT Work Group. Council discussion. The group will put together a strategic plan and bring it to the Council. The vote was unanimous for approval.
Jack Brown will make any appointments to the group. A motion was made by Jim Reeves, seconded by Commissioner Bender for discussion, for the chair to appoint a sub-committee of TDC to investigate ways to use the 5th cent TDT. After Council discussion, the motion was withdrawn by Jim Reeves.

Jim Reeves made a motion to recommend to the Board of County Commissioners enacting 5th cent TDT. David Bear seconded the motion. David stated that the 5th cent collections should not be spent until guidelines are set – it could be held in a dedicated account until that time. The vote was 5 to 2 in favor, with Jim Reeves and P.C. Wu voting against. The motion passed.

d) **Visit Pensacola Updates** – Steve Hayes

Ray Palmer thanked Steve for his work in tourism efforts during his time here. We submitted a proposal for the Sunbelt Basketball Conference Championship for 2021, 2022 and 2023. We anticipate hearing back from them shortly and going to New Orleans to make a presentation.

Dickie Appleyard gave a Showcase update. The Holiday Cube is downtown in Ferdinand Plaza. In October we ran an 'Experience' campaign with a digital display, native content, social media and pre-roll video. It was seen in locations within a 350-mile radius around Pensacola. We will be running a White Christmas promotion with the Hallmark Channel.

Steve Hayes gave an update on the search process for a replacement President/CEO. SearchWide Global is conducting the search and narrowing down the candidates. They hope to have someone selected by March. In the meantime, Jack Brown is the Interim President/CEO.

Steve thanked the TDC and tourism industry for their support during his time here. Shirley, P.C. Wu, David Bear, Ronnie Rivera and Nan Harper thanked Steve for his time here and for his tourism efforts in our community.

7. **Election of TDC Chair/Vice Chair for FY 2020**

A motion was made by Jim Reeves, seconded by Ronnie Rivera, to re-elect the current chair and vice chair. The vote was unanimous for approval.

The meeting was adjourned by Chairwoman Shirley Cronley at 4:36 p.m.

Respectfully submitted,
Barbara Williams, Administrative Assistant, Visit Pensacola

PENSACOLA News Journal pnj.com

ESCAMBIA CO ATTORNEY - LEGAL A
221 PALAFOX PL STE 430

PENSACOLA, FL 32502

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

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

NOTICE OF INTENT TO ADOPT

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

09/12/20

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

Sworn to and Subscribed before me this 12th of September 2020, by legal clerk who is personally known to me

Affiant

Notary Public State of Wisconsin, County of Brown

5·15·23

My commission expires

# of Affidavits 1

Publication Cost: $168.26
Ad No: 0004368362
Customer No: PNJ-26717750

This is not an invoice

NANCY HEYRMAN
Notary Public
State of Wisconsin

NOTICE OF INTENT TO ADOPT A COUNTY ORDINANCE

NOTICE IS HEREBY GIVEN of the intention of the Board of County Commissioners of Escambia County, Florida at a public hearing to be held on Thursday, October 1, 2020 at 5:31 p.m. in the BCC Meeting Room, Ernie Lee Magaha Government Building, 221 Palafox Place, First Floor, to consider the adoption of the following ordinance:

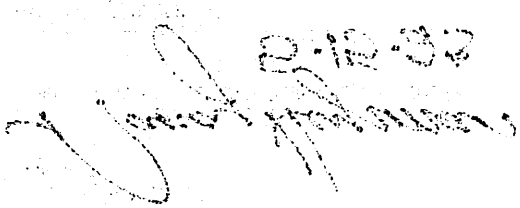
AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, CREATING VOLUME I, CHAPTER 90, DIVISION II, SECTIONS 90-65 THROUGH 90-69 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; IMPOSING AND LEVYING AN ADDITIONAL ONE PERCENT TOURIST DEVELOPMENT TAX (FIFTH-CENT) IN THE INCORPORATED AND UNINCORPORATED AREAS OF ESCAMBIA COUNTY; PROVIDING FOR THE COLLECTION AND DESIGNATION OF THE ADDITIONAL TAX; ESTABLISHING THE USES OF THE ADDITIONAL TAX; PROVIDING FOR PROCEDURES AND PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

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

BOARD OF COUNTY
COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Legal No. 4368362 1T 9/12/2020



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-18668 **Clerk & Comptroller's Report 10. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 10/01/2020
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. Approve the Minutes of the Attorney-Client Session held September 22, 2020; and

B. Approve the Minutes of the Second Public Hearing of the Board of County Commissioners Regarding the Fiscal Year 2020/2021 County-Wide Budget held September 22, 2020.

Attachments

20200922 Attorney-Client Session Minutes
20200922 Second Budget Public Hearing Minutes

MINUTES OF THE ATTORNEY-CLIENT SESSION OF THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

SEPTEMBER 22, 2020

Present: Commissioner Steven L. Barry, Chairman, District 5
Commissioner Robert D. Bender, Vice Chairman, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Lumon J. May, District 3
Commissioner Douglas B. Underhill, District 2
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 Barry called the Attorney-Client Session to order at 4:48 p.m.

2. Notice of the Meeting

   Chairman Barry advised that the County Attorney desires advice concerning the case of David Bear v. Escambia County Board of County Commissioners; and Douglas Underhill and requests that the Board ratify the scheduling and noticing of the meeting today, September 22, 2020 at 4:45 p.m.

Motion: So moved
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 3-0, with Commissioner May and Commissioner Underhill not yet in attendance

ATTORNEY-CLIENT SESSION MINUTES – SEPTEMBER 22, 2020

AGENDA NUMBER – Continued

3. Session

The Board:

A. Was advised by Chairman Barry that the County Attorney requests that the Board retire to the BCC Conference Room for the Attorney/Client Session regarding the case of David Bear v. Escambia County Board of County Commissioners; and Douglas Underhill, Case No. 2019 CA 002004, which session was advertised in the Saturday, September 19, 2020 edition of the *Pensacola News Journal* as follows:

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida to hold a private meeting with its attorneys to discuss pending litigation in the case of David Bear v. Escambia County Board of County Commissioners; and Douglas Underhill, Case No. 2019 CA 002004, Escambia County Circuit Court, in accordance with Section 286.011(8), Florida Statutes. Such attorney/client session will be held at 4:45 p.m. on September 22, 2020, in the Ernie Lee Magaha Government Building, Board Chambers, S221 Palafox Place, Pensacola, Florida. Commissioners Jeff Bergosh, Douglas B. Underhill, Lumon J. May, Robert Bender, and Steven Barry, County Administrator Janice P. Gilley, County Attorney Alison P. Rogers, and Lloyd, Gray, Whitehead & Monford, P.C. Attorney Gregory K. Rettig, attorneys representing Escambia County in the foregoing litigation will be in attendance. A certified court reporter will report the attorney/client session.

B. Was advised by Chairman Barry that the Session is expected to last approximately 45 minutes and that the following are expected to attend: Commissioners Bergosh, Underhill, May, Bender, and Barry; County Administrator Janice Gilley; County Attorney Alison Rogers; and Attorney Gregory Rettig.

RECESS: 4:49 P.M. – COMMISSIONERS BARRY, BENDER, AND BERGOSH; COUNTY ATTORNEY ALISON ROGERS; AND COUNTY ADMINISTRATOR JANICE GILLEY RETIRED TO THE BCC CONFERENCE ROOM

RECONVENE: 5:26 P.M. – COMMISSIONERS MAY, BARRY, AND UNDERHILL RETURNED TO BOARD CHAMBERS

ADJOURNMENT

There being no further business to come before the Board, Chairman Barry declared the Attorney-Client Session of the Board of County Commissioners adjourned at 5:26 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST:

Pam Childers
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

Approved: October 1, 2020

MINUTES OF THE SECOND PUBLIC HEARING OF THE BOARD OF COUNTY COMMISSIONERS REGARDING THE FISCAL YEAR 2020/2021 COUNTY-WIDE BUDGET

SEPTEMBER 22, 2020

Present: Commissioner Steven L. Barry, Chairman, District 5
Commissioner Robert D. Bender, Vice Chairman, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Lumon J. May, District 3
Commissioner Douglas B. Underhill, District 2
Janice Gilley, County Administrator
Amber McClure, Chief Budget Officer
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 Barry called the Second Budget Public Hearing to order at 5:33 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 5:31 p.m. Second Public Hearing for Consideration of the Final Budget for Fiscal Year 2020/2021 was advertised in the Pensacola News Journal on September 19, 2020, in the Board's Weekly Meeting Schedule; the *Notice of Proposed Tax Increase* and the *Budget Summary, County of Escambia – Fiscal Year 2020/2021*, were advertised in the *Pensacola News Journal* on September 18, 2020; the *Notice of Proposed Tax Increase* did include the date and time of the Public Hearing.

FOR INFORMATION: The Board observed a moment of silence, held a Commissioners' Forum, had a lengthy discussion on Hurricane Sally, and Commissioner Barry led the Pledge of Allegiance to the Flag.

VERBAL ITEM ADDED TO THE AGENDA

1. Permit Fees

Motion: So moved **For Information:** County Attorney Rogers advised that the Board could adopt an Emergency Order [EO 20-14] to waive application fees for any and all storm-related development services and building inspection permits. Commissioner Underhill advised that he would like staff to advise him of the cost of this action and Commissioner May expressed the importance of hiring local contractors. County Administrator Gilley also clarified that this action would include the permit fees to temporarily live in an RV on the homeowner's property and the Board agreed. The Emergency Order will be brought to the September 24, 2020, Regular BCC meeting to be ratified. The Board also discussed the debris monitor job fair and issues related to it.
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

AGENDA NUMBER – Continued

3. Adoption of the Agenda

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

Motion: So moved
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

4. 5:31 p.m. Public Hearing

A. Presentation of the Budget for Fiscal Year 2020/2021

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 2020/2021 Budget;

(2) At its first Public Hearing held September 8, 2020, the Board of County Commissioners (BCC) adopted the Tentative Millage Rates and Budget for Fiscal Year 2020/2021; 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 8, 2020, 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 2020/2021 is 4.4% 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 2020/2021 Tentative Budget; this amendment for an increase of $14,924,264, is for recommended adjustments to the Tentative Budget; and

(5) The revised budget will result in a balanced unified budget for Fiscal Year 2020/2021 of $587,933,284, which is 16.07% more than the adopted Fiscal Year 2019/2020 Budget of $493,429,327; and

Motion: Move for approval
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-1, with Commissioner Underhill voting "no"

(Continued on Page 4)

AGENDA NUMBER – Continued

4. Continued…

B. Community Partner Discussion

Recommendation: Board Discussion to approve the Community Partners funding at the current level discussed at the 1st Budget Public Hearing held September 8, 2020.

The Board discussed funding for community partners, and with the exception of Gulf Coast Kids House, Inc., Legal Services of North Florida, Inc., Northwest Florida Legal Services, Human Relations Commission, Emerald Coast Regional Planning Council, and Council on Aging, agreed to reduce funding by five percent to all General Fund Community Partners from the tentative amounts placed in the Fiscal Year 2020/2021 column at the First Budget Public Hearing for a total of $1,470,814. General Chappie James Flight Academy was also moved to the General Fund section based on Board discussion at the prior Budget Public Hearing asking staff to move it if it did not meet the litmus test for Tourist Development Tax funding.

Motion: So moved **For Information:** Chairman Barry advised that he would entertain a motion on funding the Health and Hope Clinic at $14,250.
Made by: Commissioner Bender **Seconded by:** Commissioner May
Disposition: Carried 3-1, with Commissioner Underhill voting “no” and Commissioner Bergosh abstaining and filing Form 8B Memorandum of Voting Conflict for County, Municipal, and other Local Public Officers

Motion: So moved **For Information:** Chairman Barry advised that he would entertain a motion on the adjusted funding for Pathways for Change in the amount of $326,563.Commissioner May advised that he would like to add an allocation of $20,000 for funding for Pensacola Caring Hearts to use CARES funding for food distribution, which will be brought to the September 24, 2020, Regular Board Meeting.
Made by: Commissioner Bender **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

(Continued on Page 5)

AGENDA NUMBER – Continued

4. Continued…

B. Continued…

Motion: Motion to move the balance [of the General fund Community Partners]
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-1, with Commissioner Underhill voting “no”

Motion: Move the remaining balance of the Fiscal Year ’20 budget from Visit Pensacola carry forward to the Fiscal Year ’21 and that we allocate 60% of TDT collections from ’21 to the unified budget **For Information:** Based on discussion with the Honorable Pam Childers, the Board agreed to discuss September 2020 collections and allocations at a later date.
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

Motion: Move the remaining Community Partner funding allocations just as they sit [includes everything below Visit Pensacola as tentatively funded at the First Budget Public Hearing]
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-1, with Commissioner Underhill voting “no”

FOR INFORMATION: The Board agreed to set aside $3 million from the punitive damages received for individual assistance in case a major disaster was not declared for our area and individual assistance was not made available; no designation was made for the remaining funds.

C. Public Forum Speaker(s):

Melissa Pino
Kevin Wade

(Continued on Page 6)

AGENDA NUMBER – Continued

4. Continued…

D. Board Adoption of the Final Millage Resolution for Fiscal Year 2020/2021

Chairman Barry advised that the Chair would entertain a motion to adopt the Millage Resolution [R2020-128], 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 2020/2021.

Motion: So moved
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

E. Board Adoption of a Resolution Amending the Tentative Fiscal Year 2020/2021 Budget

Recommendation: That the Board adopt the Resolution [R2020-129] amending the Tentative Fiscal Year 2020/2021 Budget, in the increased amount of $14,924,264, for the following funds:

- General Fund - $1,641,777
- Code Enforcement Fund - $132,335
- Library Fund - $78,336
- Restore Fund - $15,000
- COVID Escambia Fund - $14,321,324
- SHIP Fund – ($2,789,990)
- Community Redevelopment Fund - $1,682
- Bob Sikes Toll Facility Fund - $268,800
- Solid Waste Fund - $1,255,000

(Continued on Page 7)

4. Continued…

   E. Continued…

Motion: So moved
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-1, with Commissioner Underhill voting “no”

   F. Board Adoption of the Final Budget Resolution for Fiscal Year 2020/2021

   Chairman Barry advised that the Chair would entertain a motion to adopt the Final Budget Resolution [R2020-130] of $587,933,284, for Fiscal Year 2020/2021.

Motion: Move the we adopt the Final Budget Resolution of $587,933,284 for Fiscal Year 2020/2021
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-1, with Commissioner Underhill voting “no”

5. Board Adoption of the Fiscal Year 2020/2021 Annual Budget for the Santa Rosa Island Authority

Motion: Move the Budget of the Santa Rosa Island Authority
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0 with Commissioner Underhill having left the meeting

6. Items Added to the Agenda

   See Page 2 for a verbal item added to the agenda.

ADJOURNMENT

There being no further business to come before the Board, Chairman Barry declared the Second Budget Public Hearing regarding the Fiscal Year 2020/2021 County-Wide Budget of the Board of County Commissioners adjourned at 8:14 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST:

Pam Childers
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

Approved: October 1, 2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18580 **Growth Management Report 10. 1.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 10/01/2020
Issue: 5:45 p.m. - A Public Hearing Concerning the Issuance of an Operational Permit for Resource Extraction - Expansion of an Existing Borrow Pit
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

5:45 p.m. - A Public Hearing Concerning the Issuance of an Operational Permit for Resource Extraction for Expansion of an Existing and Active Borrow Pit known as Devine Farm Borrow Pit located at 4478 Devine Farm Road

That the Board take the following action in regards to the “Operational Permit” for Resource Extraction for an expansion of an existing and active resource extraction facility borrow pit, located at 4478 Devine Farms Road, Parcels
34-1N-31-1102-000-000 and
34-1N-31-1203-000-000:

A. Review and approve, modify, or deny the issuance of an Operational Permit for Resource Extraction for an expansion of existing and active borrow pit;

and

B. Approve and authorize the Development Services Department of Escambia County, Florida, to issue an Operational Permit for Resource Extraction for an expansion of Devine Farms Borrow Pit, located at 4478 Devine Farms Road.

BACKGROUND:

At the February 19, 2015, Board of County Commissioners (BCC) Regular Meeting, the BCC unanimously approved adopting (by Ordinance Number 2015-5) the amendments to the Borrow Pit Ordinance, as amended to grandfather existing, permitted borrow pits, "based on the three additional items: (submitting an annual affidavit of activity, agreeing to inspections by the County and a termination provision of five years); (incorporate the grandfathering provisions provided in the

Errata Sheet and) strike all reference to reclamation activities in Items 5, 5.a., 5.b., and 5.c., on the Errata Sheet. Furthermore, the BCC stated that approval of the borrow pit "does not guarantee a reclamation permit for the future.""

Article VIII. - Borrow Pits and Reclamation, Section 42-323, Requirements and permits., of the Escambia County Code of Ordinances (Ordinance Number 2015-5), approved by the BCC at its February 19, 2015, Regular Meeting, requires a Public Hearing to obtain the permit.

Article VIII.- Borrow Pits and Reclamation, Section 42-324, Scope and compliance., of the Escambia County Code of Ordinances (Ordinance Number 2015-5), approved by the BCC at its February 19, 2015, Regular Meeting, requires "...All property subject to this article must be brought into compliance by meeting the standards required by this article, to include applicable grandfathering, and by obtaining a permit from the County at a public hearing to be set before the Board of County Commissioners no later than one hundred twenty (120) days after the enactment of this ordinance."

On July 23, 2015, the BCC voted unanimously approving and authorizing the Development Services Department of Escambia County to issue an Operational Permit for Resource Extraction for Devine Farm Borrow Pit (see Exhibit B). As an existing borrow pit operation for resource extraction, a Development Order #PSP2002668 was issued on September 2, 2020, for the expansion of its borrow pit resource extraction operation to include an additional 53.05 (+/-) acres. Thus, the total size of the borrow pit would be 62.59 (+/-) acres. Furthermore, the approval of the Development Order is contingent upon the authorization from the BCC for the operational resource extraction permit, for the expansion of the Devine Farm Borrow Pit, to be issued.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed and approved the recommendation for legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

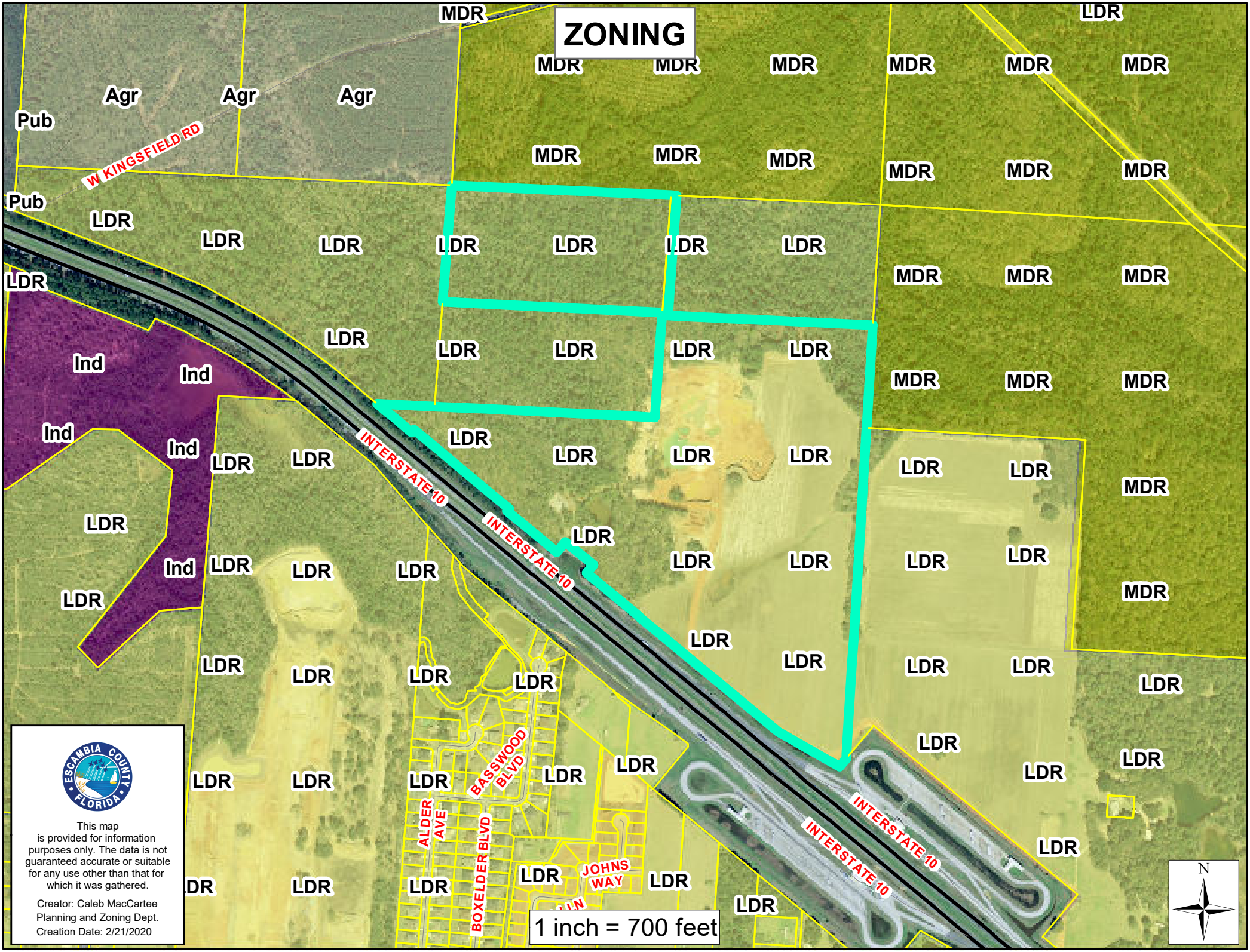
The recommendation is in compliance with **Chapter 42, Article VIII, Borrow Pits and Reclamation**, of the Code of Ordinances of Escambia County, Florida.

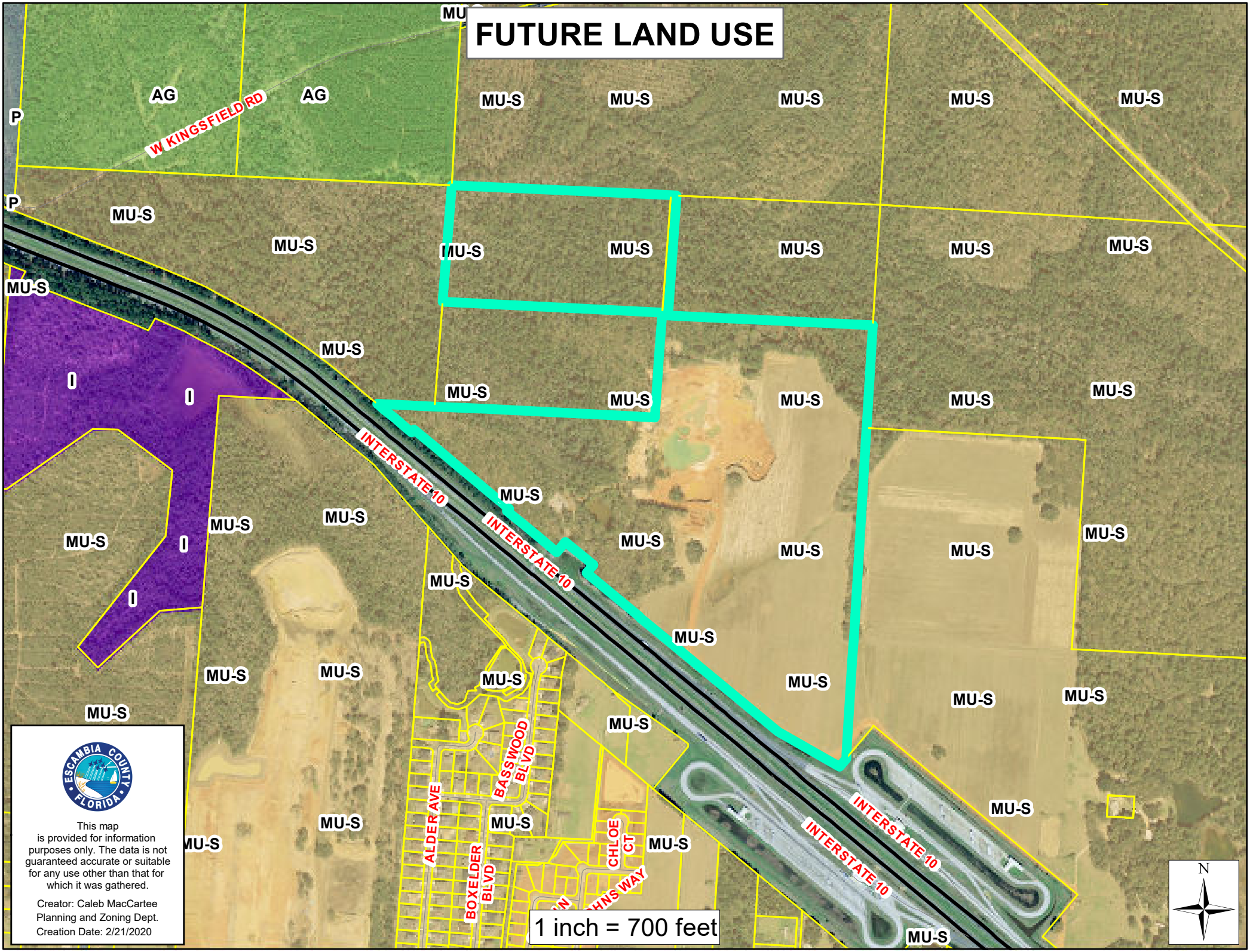
IMPLEMENTATION/COORDINATION:

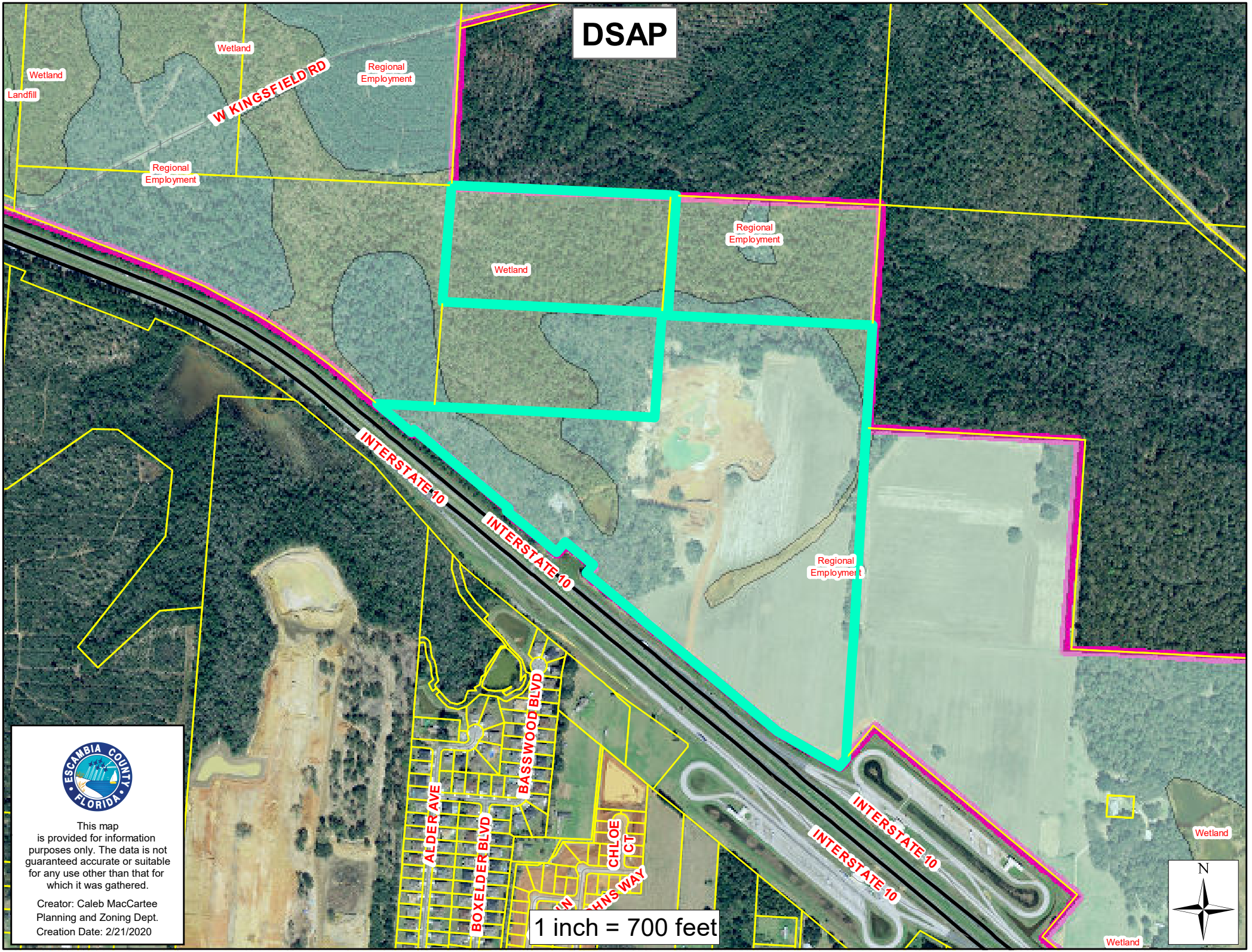
Upon approval by the BCC, the Development Services Department will issue a Development Order for expansion of the existing resource extraction only for Devine Farms Borrow Pit.

Attachments

Zoning, FLU, and DSAP Maps
Site Plan
Development Order for Expansion with Original Exhibits
Operational Permit for Expansion


ZONING
Agr
Pub
W KINGSFIELD RD
MDR
LDR
Ind
INTERSTATE 10
BASSWOOD BLVD
ALDER AVE
BOXELDER BLVD
JOHNS WAY
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.
Creator: Caleb MacCartee
Planning and Zoning Dept.
Creation Date: 2/21/2020
1 inch = 700 feet
N


FUTURE LAND USE
AG
AG
P
P
W KINGSFIELD RD
MU-S
I
INTERSTATE 10
INTERSTATE 10
INTERSTATE 10
INTERSTATE 10
ALDER AVE
BOXELDER BLVD
BASSWOOD BLVD
CHLOE CT
1 inch = 700 feet
N
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.
Creator: Caleb MacCartee
Planning and Zoning Dept.
Creation Date: 2/21/2020


DSAP
Wetland
Landfill
W KINGSFIELD RD
Regional Employment
Regional Employment
Wetland
Regional Employment
INTERSTATE 10
INTERSTATE 10
Regional Employment
ALDER AVE
BOXELDER BLVD
BASSWOOD BLVD
CHLOE CT
INTERSTATE 10
INTERSTATE 10
Wetland
Wetland
N
1 inch = 700 feet
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.
Creator: Caleb MacCartee
Planning and Zoning Dept.
Creation Date: 2/21/2020

SITE DEVELOPMENT PLANS FOR

DEVINE FARMS PIT

PROPERTY I.D. 34-1N-31-1102-000-000
4478 DEVINE FARM ROAD
ESCAMBIA, FLORIDA 32533
SECTION 34, TOWNSHIP 1N, RANGE 31W
ESCAMBIA, FLORIDA
ZONED: LDR
FLU: REGIONAL EMPLOYMENT
AUGUST 2020

Approved
ESCAMBIA COUNTY DRC PLAN REVIEW

DRC Chairman Signature: J. Hampton Date: 9-28-2020

Printed Name: Jennifer Hampton
Development Services Director or Designee

This document has been reviewed in accordance with the requirements of applicable Escambia County Regulations and Ordinances, and does not in any way relieve the submitting Architect, Engineer, Surveyor or other signatory from responsibility of details as drawn. A Development Order (DO) must be obtained through the Development Review Process prior to the commencement of construction. This DO approval does not constitute approval by any other agency. All additional state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of a building permit.

SHEET INDEX

NO.	SHEET TITLE
1	COVER SHEET
2	SURVEY
3	OVERALL PLAN
4	RECLAMATION PLAN - STORMWATER
5	PIT SECTIONS - A & B
6	PIT SECTIONS - C & D
7	PIT SECTIONS - E & F
8	PIT SECTIONS - G

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC
NEW PARCEL CREATED AT THE CLIENT'S REQUEST
DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 87 DEGREES 58 MINUTES 34 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 34 FOR A DISTANCE OF 1309.40 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE GO SOUTH 04 DEGREES 27 MINUTES 06 SECONDS WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34 FOR A DISTANCE OF 1015.22 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 04 DEGREES 27 MINUTES 06 SECONDS WEST ALONG SAID WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34 FOR A DISTANCE OF 299.71 FEET; THENCE GO NORTH 87 DEGREES 43 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 140.14 FEET; THENCE GO SOUTH 02 DEGREES 46 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 553.03 FEET; THENCE GO SOUTH 82 DEGREES 40 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 123.99 FEET TO AN INTER SECTION WITH THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE GO SOUTH 04 DEGREES 27 MINUTES 06 SECONDS WEST ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 34 FOR A DISTANCE OF 679.85 FEET TO AN INTERSECTION WITH THE NORTH LINE OF INTERSTATE 10 (R/W WIDTH VARIES); THENCE GO SOUTH 50 DEGREES 24 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 1098.49 FEET; THENCE GO SOUTH 60 DEGREES 29 MINUTES 21 SECONDS EAST FOR A DISTANCE OF 428.83 FEET; THENCE GO NORTH 39 DEGREES 33 MINUTES 12 SECONDS EAST FOR A DISTANCE OF 57.23 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID SECTION 34; THENCE GO NORTH 04 DEGREES 15 MINUTES 26 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 34 FOR A DISTANCE OF 2077.35 FEET; THENCE GO NORTH 44 DEGREES 20 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 304.88 FEET; THENCE GO NORTH 20 DEGREES 46 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 209.25 FEET; THENCE GO NORTH 82 DEGREES 14 MINUTES 46 SECONDS WEST FOR A DISTANCE OF 335.25 FEET; THENCE GO SOUTH 15 DEGREES 13 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 179.04 FEET; THENCE GO NORTH 85 DEGREES 32 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 625.93 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 62.59 ACRES MORE OR LESS.

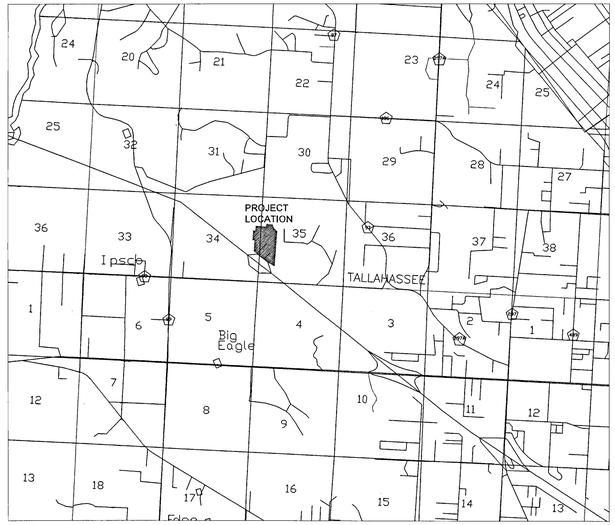
TOTAL SITE ACREAGE:	62.59 ACRES - 2,726,603.30 SQ.FT.	
IMPERVIOUS and PERVIOUS AREA		
	EXISTING	PROPOSED
BUILDING	0.00 SQ.FT.	0.00 SQ.FT.
CONCRETE / PAVING	0.00 SQ.FT.	0.00 SQ. FT.
TOTAL IMPERVIOUS AREA	0.00 SQ.FT.	0.00 SQ.FT.
PIT AREA	415,540.97 SQ.FT.	2,726,603.30 SQ.FT.
PERCENTAGE OF PIT AREA	9.90%	100.00%

'LDR' SETBACKS
FRONT: 25'
BACK: 25'
SIDES: 5' OR 10% LOT WIDTH

BUFFER
25' WHERE ADJACENT RESIDENTIAL

SLOPE STABILIZATION NOTES:

1. NO SLOPES SHALL BE STEEPER THAN 2:1 UNLESS THE ENGINEER OF RECORD OR PROFESSIONAL GEOTECHNICAL ENGINEER CERTIFIES THAT THE ANGLE OF REPOSE EXCEEDING THIS RATIO WILL PROHIBIT ANY POTENTIAL EROSION OR SLUMPING, FACTORING INTO ACCOUNT THE TYPE OF SOIL (I.E. CLAY, SAND, ETC.) AND PERTINENT ENVIRONMENTAL CONDITIONS OF THE AREA.
2. ALL SLOPES STEEPER THAN 3:1 MUST BE SODDED.
3. ALL SLOPES 3:1 OR FLATTER MUST BE SEEDED AND MULCHED.
4. A HEALTHY GROWTH OF VEGETATION ON THE POND SIDE SLOPES SHALL BE ACHIEVED PRIOR TO COUNTY APPROVAL OF THE PIT CLOSURE.



VICINITY MAP
SCALE: 1" = 1000'

PREPARED BY

JMA
Engineering Services, Inc.
Civil Engineering Planning

2726 WALLACE LAKE ROAD
PACE, FLORIDA 32571
PHONE: (850) 995-7323

eMAIL: jerry@mcguire-assoc.com
WEBSITE: www.mcguire-assoc.com
Gerald W. McGuire-P.E. # 39572
Engineering Business #00008435

OWNER & DEVELOPER
TOMMY G. DEVINE
4200 DEVINE FARM ROAD
PENSACOLA, FL 32533
PHONE: 850-494-4142
EMAIL: NONE

UTILITY PROVIDERS

ITEM	COMPANY NAME
SANITARY SEWER	ECUA
WATER	ECUA
POWER	GULF POWER
TELEPHONE	BELLSOUTH
CABLE TV	COX
GAS	E.S.P.

THE SUBJECT PROPERTY AS SHOWN HEREON IS LOCATED IN **FLOOD ZONE A**, (AREAS SUBJECT TO INUNDATION BY THE 1-PERCENT-ANNUAL-CHANCE FLOOD EVENT. BECAUSE DETAILED HYDRAULIC ANALYSES HAVE NOT BEEN PERFORMED, NO BASE FLOOD ELEVATIONS (BFES) OR FLOOD DEPTHS ARE SHOWN), AND **FLOOD ZONE X**, AS DETERMINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA, COMMUNITY 120080, FIRM MAP PANEL NUMBER 12033C0280 and 0290G, MAP REVISION DATED SEPTEMBER 29, 2006."

All proposed land disturbance will occur outside of the FEMA designated Special Flood Hazard Area A (undetermined). Any changes to the approved site plan will require further review and approval from floodplain management staff.

NO IMPREVIOUS AREA IS PROPOSED FOR THIS SITE UNDER THIS DEVELOPMENT ORDER.

PROJECT NUMBER: 2018.DVPITEXP

GENERAL NOTES:

1. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF NORTH 87 DEGREES 58 MINUTES 34 SECONDS WEST ALONG THE NORTH LINE OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.
2. THE SURVEY DATUM AS SHOWN HEREON IS REFERENCED TO DEEDS OF RECORD 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", OUTSIDE 0.2% ANNUAL CHANCE OF FLOOD, AS DETERMINED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA (UNINCORPORATED AREAS), MAP NUMBER 12033C 0290 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-17.052 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 ELEVATIONS AS SHOWN HEREON ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988, FROM ESCAMBIA COUNTY GEODETIC CONTROL POINT STAMPED "ESC 4075" HAVING A PUBLISHED ELEVATION OF 108.92 FEET.
9. THE MEASUREMENTS OF THE BUILDINGS AND/OR FOUNDATIONS SHOWN HEREON DO NOT INCLUDE CONCRETE FOOTERS OR EAVE OVERHANGS.
10. FENCE LOCATIONS SHOWN HEREON MAY BE EXAGGERATED AND NOT TO SCALE FOR CLARITY PURPOSES
11. 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.
12. 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.
13. THIS SURVEY MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS BY COUNTY, STATE OR OTHER AGENCIES.
14. ENCROACHMENTS ARE AS SHOWN.

DENOTES:

- ⊕ ~ 1/2" CAPPED IRON ROD, NUMBERED 7271 (PLACED)
- ● ~ 3" ROUND CONCRETE MONUMENT, UNNUMBERED (FOUND)
- (D) ~ DEED INFORMATION
- (F) ~ FIELD INFORMATION
- R/W ~ RIGHT OF WAY
- P.O.B. ~ POINT OF BEGINNING
- BENCHMARK
- ~ UTILITY POLE

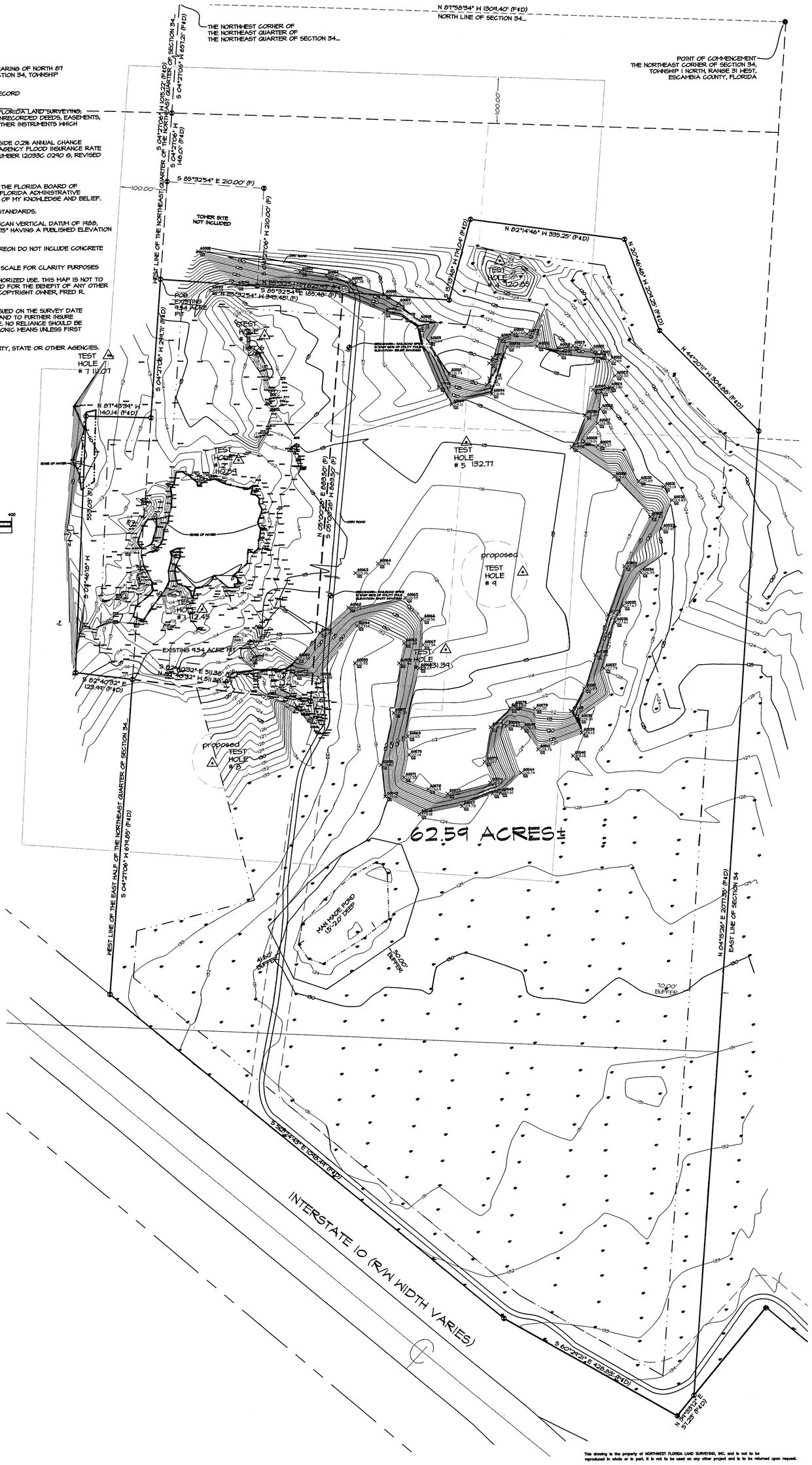
GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC
NEW PARCEL CREATED AT THE CLIENT'S REQUEST
DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 87 DEGREES 58 MINUTES 34 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 34 FOR A DISTANCE OF 1304.40 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE GO SOUTH 04 DEGREES 27 MINUTES 06 SECONDS WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34 FOR A DISTANCE OF 1015.22 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 04 DEGREES 27 MINUTES 06 SECONDS WEST ALONG SAID WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34 FOR A DISTANCE OF 249.71 FEET; THENCE GO NORTH 87 DEGREES 43 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 140.14 FEET; THENCE GO SOUTH 02 DEGREES 46 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 553.03 FEET; THENCE GO SOUTH 82 DEGREES 40 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 123.98 FEET TO AN INTER SECTION WITH THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE GO SOUTH 04 DEGREES 27 MINUTES 06 SECONDS WEST ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 34 FOR A DISTANCE OF 674.85 FEET TO AN INTERSECTION WITH THE NORTH LINE OF INTERSTATE 10 (R/W WIDTH VARIES); THENCE GO SOUTH 50 DEGREES 24 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 1098.44 FEET; THENCE GO SOUTH 60 DEGREES 24 MINUTES 21 SECONDS EAST FOR A DISTANCE OF 428.83 FEET; THENCE GO NORTH 34 DEGREES 33 MINUTES 12 SECONDS EAST FOR A DISTANCE OF 51.23 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID SECTION 34; THENCE GO NORTH 04 DEGREES 19 MINUTES 26 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 34 FOR A DISTANCE OF 2077.35 FEET; THENCE GO NORTH 44 DEGREES 20 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 304.28 FEET; THENCE GO NORTH 20 DEGREES 46 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 209.25 FEET; THENCE GO NORTH 82 DEGREES 14 MINUTES 46 SECONDS WEST FOR A DISTANCE OF 339.25 FEET; THENCE GO SOUTH 15 DEGREES 13 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 174.04 FEET; THENCE GO NORTH 85 DEGREES 32 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 625.93 FEET TO THE POINT OF BEGINNING, THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 62.59 ACRES MORE OR LESS.



NORTHWEST FLORIDA LAND SURVEYING, INC.
7142 BELGIUM CIRCLE, PENSACOLA, FLORIDA 32526

8/4/2020

FRED R. THOMPSON, PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER 3027 CORP. NUMBER 7277
STATE OF FLORIDA

This drawing is the property of NORTHWEST FLORIDA LAND SURVEYING, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.

INDEX 10 | PROJECT NO. 20000 | NO. 1 OF 1 SHEETS

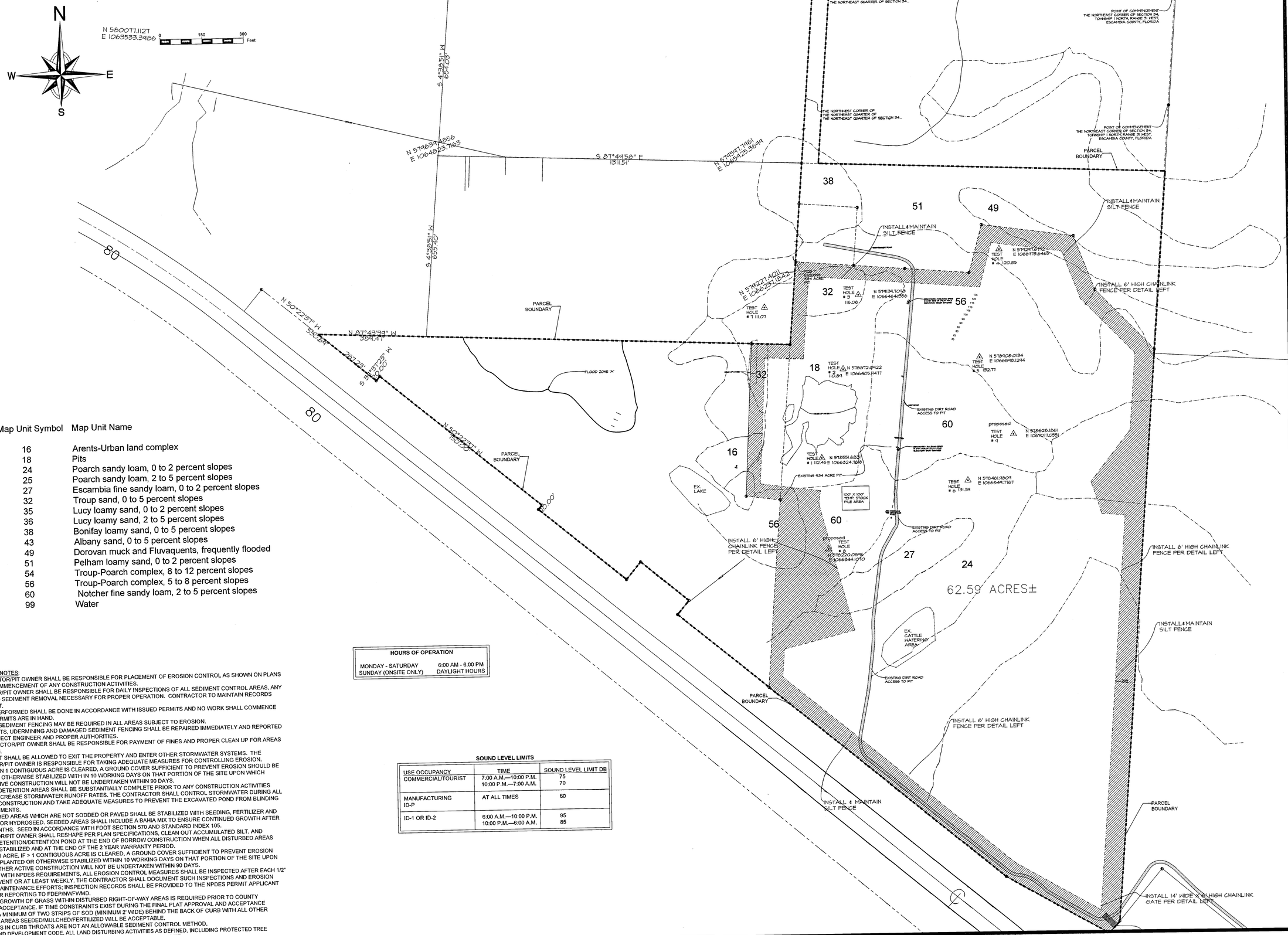
BOUNDARY AND TOPOGRAPHIC SURVEY OF A PORTION OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA
PREPARED FOR AND REQUESTED BY: GENE DEVINE

NORTHWEST FLORIDA LAND SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION
7142 BELGIUM CIRCLE
Pensacola, FL 32526
(850) 432-1052

SCALE	DRAWN	CHECKED	DATE
1"=50'	JAS	FRT	8/4/20

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR

NO.	DATE	APPR.	REVISIONS



Map Unit Symbol	Map Unit Name
16	Arents-Urban land complex
18	Pits
24	Poarch sandy loam, 0 to 2 percent slopes
25	Poarch sandy loam, 2 to 5 percent slopes
27	Escambia fine sandy loam, 0 to 2 percent slopes
32	Troup sand, 0 to 5 percent slopes
35	Lucy loamy sand, 0 to 2 percent slopes
36	Lucy loamy sand, 2 to 5 percent slopes
38	Bonifay loamy sand, 0 to 5 percent slopes
43	Albany sand, 0 to 5 percent slopes
49	Dorovan muck and Fluvaquents, frequently flooded
51	Pelham loamy sand, 0 to 2 percent slopes
54	Troup-Poarch complex, 8 to 12 percent slopes
56	Troup-Poarch complex, 5 to 8 percent slopes
60	Notcher fine sandy loam, 2 to 5 percent slopes
99	Water

HOURS OF OPERATION

MONDAY - SATURDAY	6:00 AM - 6:00 PM
SUNDAY (ONSITE ONLY)	DAYLIGHT HOURS

SOUND LEVEL LIMITS

USE OCCUPANCY	TIME	SOUND LEVEL LIMIT DB
COMMERCIAL/TOURIST	7:00 A.M.—10:00 P.M. 10:00 P.M.—7:00 A.M.	75 70
MANUFACTURING ID-P	AT ALL TIMES	60
ID-1 OR ID-2	6:00 A.M.—10:00 P.M. 10:00 P.M.—6:00 A.M.	95 85

ENVIRONMENTAL NOTES:

1. THE CONTACTOR/PIT OWNER SHALL BE RESPONSIBLE FOR PLACEMENT OF EROSION CONTROL AS SHOWN ON PLANS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.
2. CONTRACTOR/PIT OWNER SHALL BE RESPONSIBLE FOR DAILY INSPECTIONS OF ALL SEDIMENT CONTROL AREAS, ANY REPAIRS AND SEDIMENT REMOVAL NECESSARY FOR PROPER OPERATION. CONTRACTOR TO MAINTAIN RECORDS FOR PROJECT.
3. ALL WORK PERFORMED SHALL BE DONE IN ACCORDANCE WITH ISSUED PERMITS AND NO WORK SHALL COMMENCE UNTIL ALL PERMITS ARE IN HAND.
4. ADDITIONAL SEDIMENT FENCING MAY BE REQUIRED IN ALL AREAS SUBJECT TO EROSION.
5. ALL BLOWOUTS, UDERMINING AND DAMAGED SEDIMENT FENCING SHALL BE REPAIRED IMMEDIATELY AND REPORTED TO THE PROJECT ENGINEER AND PROPER AUTHORITIES.
6. THE CONTRACTOR/PIT OWNER SHALL BE RESPONSIBLE FOR PAYMENT OF FINES AND PROPER CLEAN UP FOR AREAS IN VIOLATION.
7. NO SEDIMENT SHALL BE ALLOWED TO EXIT THE PROPERTY AND ENTER OTHER STORMWATER SYSTEMS. THE CONTRACTOR/PIT OWNER IS RESPONSIBLE FOR TAKING ADEQUATE MEASURES FOR CONTROLLING EROSION.
8. IF MORE THAN 1 CONTIGUOUS ACRE IS CLEARED, A GROUND COVER SUFFICIENT TO PREVENT EROSION SHOULD BE PLANTED OR OTHERWISE STABILIZED WITH IN 10 WORKING DAYS ON THAT PORTION OF THE SITE UPON WHICH FUTHER ACTIVE CONSTRUCTION WILL NOT BE UNDERTAKEN WITHIN 90 DAYS.
9. RETENTION/DETENTION AREAS SHALL BE SUBSTANTIALLY COMPLETE PRIOR TO ANY CONSTRUCTION ACTIVITIES THAT MAY INCREASE STORMWATER RUNOFF RATES. THE CONTRACTOR SHALL CONTROL STORMWATER DURING ALL PHASES OF CONSTRUCTION AND TAKE ADEQUATE MEASURES TO PREVENT THE EXCAVATED POND FROM BLINDING DUE TO SEDIMENTS.
10. ALL DISTURBED AREAS WHICH ARE NOT SODDED OR PAVED SHALL BE STABILIZED WITH SEEDING, FERTILIZER AND MULCH AND/OR HYDROSEED. SEEDED AREAS SHALL INCLUDE A BAHIA MIX TO ENSURE CONTINUED GROWTH AFTER WINTER MONTHS. SEED IN ACCORDANCE WITH FDOT SECTION 570 AND STANDARD INDEX 105.
11. CONTRACTOR/PIT OWNER SHALL RESHAPE PER PLAN SPECIFICATIONS, CLEAN OUT ACCUMULATED SILT, AND STABILIZE RETENTION/DETENTION POND AT THE END OF BORROW CONSTRUCTION WHEN ALL DISTURBED AREAS HAVE BEEN STABILIZED AND AT THE END OF THE 2 YEAR WARRANTY PERIOD.
12. ON SITES > 1 ACRE, IF > 1 CONTIGUOUS ACRE IS CLEARED, A GROUND COVER SUFFICIENT TO PREVENT EROSION SHOULD BE PLANTED OR OTHERWISE STABILIZED WITHIN 10 WORKING DAYS ON THAT PORTION OF THE SITE UPON WHICH FURTHER ACTIVE CONSTRUCTION WILL NOT BE UNDERTAKEN WITHIN 90 DAYS.
13. TO COMPLY WITH NPDES REQUIREMENTS, ALL EROSION CONTROL MEASURES SHALL BE INSPECTED AFTER EACH 1/2" RAINFALL EVENT OR AT LEAST WEEKLY. THE CONTRACTOR SHALL DOCUMENT SUCH INSPECTIONS AND EROSION CONTROL MAINTENANCE EFFORTS; INSPECTION RECORDS SHALL BE PROVIDED TO THE NPDES PERMIT APPLICANT FOR PROPER REPORTING TO FDEP/NWFWMD.
14. A HEALTHY GROWTH OF GRASS WITHIN DISTURBED RIGHT-OF-WAY AREAS IS REQUIRED PRIOR TO COUNTY APPROVAL/ACCEPTANCE. IF TIME CONSTRAINTS EXIST DURING THE FINAL PLAT APPROVAL AND ACCEPTANCE PROCESS, A MINIMUM OF TWO STRIPS OF SOD (MINIMUM 2' WIDE) BEHIND THE BACK OF CURB WITH ALL OTHER DISTURBED AREAS SEEDED/MULCHED/FERTILIZED WILL BE ACCEPTABLE.
15. SAG FILTERS IN CURB THROATS ARE NOT AN ALLOWABLE SEDIMENT CONTROL METHOD.
16. PER THE LAND DEVELOPMENT CODE, ALL LAND DISTURBING ACTIVITIES AS DEFINED, INCLUDING PROTECTED TREE REMOVAL SHALL BE APPROVED PRIOR TO INITIATION OF SUCH ACTIVITIES ONSITE.

NO.	DATE	REVISIONS
1		
2		
3		
4		

THIS DRAWING IS THE PROPERTY OF JMA ENGINEERING SERVICES, INC. AND IS NOT TO BE REPRODUCED IN WHOLE OR IN PART- IT IS NOT TO BE USED ON ANY OTHER PROJECT AND IS TO BE RETURNED UPON REQUEST.

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eMAIL: jerry@mcguire-assoc.com
WEBSITE: www.mcguire-assoc.com
Certificate of Authorization #: 28572
Engineering Business #00008435

DEVINE BORROW PIT

OVERALL LAYOUT

GENERALIZED SOILS MAP UNIT

FLORIDA

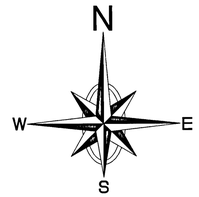
ESCAMBIA COUNTY

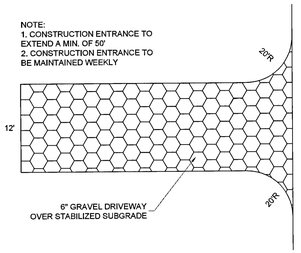
DRAWN BY: HAH
DESIGNED BY: GWM
CHECKED BY: GWM
DATE: AUG 2020
SCALE: 1"= 150'
NOT RELEASED FOR CONSTRUCTION
BY: GWM DATE:

PROJECT NO: 2018.DFPIT
FILE NO: 2018.DFPIT
SHEET: 3 OF 10

0 150 300 Feet

ALL WORK TO BE COMPLETED IN ACCORDANCE WITH THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE. DESIGN STANDARDS LATEST EDITIONS.





TEMPORARY PIT/CONSTRUCTION ENTRANCE DETAIL

N.T.S.

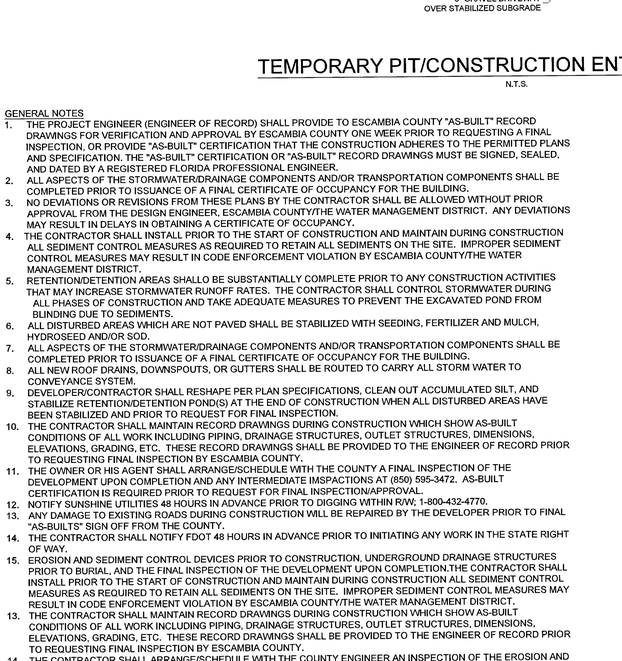
SLOPE STABILIZATION NOTES:

1. NO SLOPES SHALL BE STEEPER THAN 2:1 UNLESS THE ENGINEER OF RECORD OR PROFESSIONAL GEOTECHNICAL ENGINEER CERTIFIES THAT THE ANGLE OF REPOSE EXCEEDING THIS RATIO WILL PROHIBIT ANY POTENTIAL EROSION OR SLUMPING. FACTORING INTO ACCOUNT THE TYPE OF SOIL (I.E. CLAY, SAND, ETC.) AND PERTINENT ENVIRONMENTAL CONDITIONS OF THE AREA.
2. ALL SLOPES STEEPER THAN 3:1 MUST BE SODDED.
3. ALL SLOPES 3:1 OR FLATTER MUST BE SEEDED AND MULCHED.
4. A HEALTHY GROWTH OF VEGETATION ON THE POND SIDE SLOPES SHALL BE ACHIEVED PRIOR TO COUNTY APPROVAL OF THE PIT CLOSURE.

THE SUBJECT PROPERTY AS SHOWN HEREON IS LOCATED IN **FLOOD ZONE A**, (AREAS SUBJECT TO INUNDATION BY THE 1-PERCENT-ANNUAL-CHANCE FLOOD EVENT. BECAUSE DETAILED HYDRAULIC ANALYSES HAVE NOT BEEN PERFORMED, NO BASE FLOOD ELEVATIONS (BFES) OR FLOOD DEPTHS ARE SHOWN), AND **FLOOD ZONE X**, AS DETERMINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA, COMMUNITY 120080, FIRM MAP PANEL NUMBER 12033C0280 and 0290G, MAP REVISION DATED SEPTEMBER 29, 2006."

GENERAL NOTES

1. THE PROJECT ENGINEER (ENGINEER OF RECORD) SHALL PROVIDE TO ESCAMBIA COUNTY "AS-BUILT" RECORD DRAWINGS FOR VERIFICATION AND APPROVAL BY ESCAMBIA COUNTY ONE WEEK PRIOR TO REQUESTING A FINAL INSPECTION, OR PROVIDE "AS-BUILT" CERTIFICATION THAT THE CONSTRUCTION ADHERES TO THE PERMITTED PLANS AND SPECIFICATION. THE "AS-BUILT" CERTIFICATION OR "AS-BUILT" RECORD DRAWINGS MUST BE SIGNED, SEALED, AND DATED BY A REGISTERED FLORIDA PROFESSIONAL ENGINEER.
2. ALL ASPECTS OF THE STORMWATER/DRAINAGE COMPONENTS AND/OR TRANSPORTATION COMPONENTS SHALL BE COMPLETED PRIOR TO ISSUANCE OF A FINAL CERTIFICATE OF OCCUPANCY FOR THE BUILDING.
3. NO DEVIATIONS OR REVISIONS FROM THESE PLANS BY THE CONTRACTOR SHALL BE ALLOWED WITHOUT PRIOR APPROVAL FROM THE DESIGN ENGINEER, ESCAMBIA COUNTY/THE WATER MANAGEMENT DISTRICT. ANY DEVIATIONS MAY RESULT IN DELAYS IN OBTAINING A CERTIFICATE OF OCCUPANCY.
4. THE CONTRACTOR SHALL INSTALL PRIOR TO THE START OF CONSTRUCTION AND MAINTAIN DURING CONSTRUCTION ALL SEDIMENT CONTROL MEASURES AS REQUIRED TO RETAIN ALL SEDIMENTS ON THE SITE. IMPROPER SEDIMENT CONTROL MEASURES MAY RESULT IN CODE ENFORCEMENT VIOLATION BY ESCAMBIA COUNTY/THE WATER MANAGEMENT DISTRICT.
5. RETENTION/DETENTION AREAS SHALLO BE SUBSTANTIALLY COMPLETE PRIOR TO ANY CONSTRUCTION ACTIVITIES THAT MAY INCREASE STORMWATER RUNOFF RATES. THE CONTRACTOR SHALL CONTROL STORMWATER DURING ALL PHASES OF CONSTRUCTION AND TAKE ADEQUATE MEASURES TO PREVENT THE EXCAVATED POND FROM BLINDING DUE TO SEDIMENTS.
6. ALL DISTURBED AREAS WHICH ARE NOT PAVED SHALL BE STABILIZED WITH SEEDING, FERTILIZER AND MULCH, HYDROSEED AND/OR SOD.
7. ALL ASPECTS OF THE STORMWATER/DRAINAGE COMPONENTS AND/OR TRANSPORTATION COMPONENTS SHALL BE COMPLETED PRIOR TO ISSUANCE OF A FINAL CERTIFICATE OF OCCUPANCY FOR THE BUILDING.
8. ALL NEW ROOF DRAINS, DOWNSPOUTS, OR GUTTERS SHALL BE ROUTED TO CARRY ALL STORM WATER TO CONVEYANCE SYSTEM.
9. DEVELOPER/CONTRACTOR SHALL RESHAPE PER PLAN SPECIFICATIONS, CLEAN OUT ACCUMULATED SILT, AND STABILIZE RETENTION/DETENTION POND(S) AT THE END OF CONSTRUCTION WHEN ALL DISTURBED AREAS HAVE BEEN STABILIZED AND PRIOR TO REQUEST FOR FINAL INSPECTION.
10. THE CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS DURING CONSTRUCTION WHICH SHOW AS-BUILT CONDITIONS OF ALL WORK INCLUDING PIPING, DRAINAGE STRUCTURES, OUTLET STRUCTURES, DIMENSIONS, ELEVATIONS, GRADING, ETC. THESE RECORD DRAWINGS SHALL BE PROVIDED TO THE ENGINEER OF RECORD PRIOR TO REQUESTING FINAL INSPECTION BY ESCAMBIA COUNTY.
11. THE OWNER OR HIS AGENT SHALL ARRANGE/SCHEDULE WITH THE COUNTY A FINAL INSPECTION OF THE DEVELOPMENT UPON COMPLETION AND ANY INTERMEDIATE IMSPACTIONS AT (850) 595-3472. AS-BUILT CERTIFICATION IS REQUIRED PRIOR TO REQUEST FOR FINAL INSPECTION/APPROVAL.
12. NOTIFY SUNSHINE UTILITIES 48 HOURS IN ADVANCE PRIOR TO DIGGING WITHIN R/W. 1-800-432-4770.
13. ANY DAMAGE TO EXISTING ROADS DURING CONSTRUCTION WILL BE REPAIRED BY THE DEVELOPER PRIOR TO FINAL "AS-BUILTS" SIGN OFF FROM THE COUNTY.
14. THE CONTRACTOR SHALL NOTIFY FDOT 48 HOURS IN ADVANCE PRIOR TO INITIATING ANY WORK IN THE STATE RIGHT OF WAY.
15. EROSION AND SEDIMENT CONTROL DEVICES PRIOR TO CONSTRUCTION, UNDERGROUND DRAINAGE STRUCTURES PRIOR TO BURIAL, AND THE FINAL INSPECTION OF THE DEVELOPMENT UPON COMPLETION.THE CONTRACTOR SHALL INSTALL PRIOR TO THE START OF CONSTRUCTION AND MAINTAIN DURING CONSTRUCTION ALL SEDIMENT CONTROL MEASURES AS REQUIRED TO RETAIN ALL SEDIMENTS ON THE SITE. IMPROPER SEDIMENT CONTROL MEASURES MAY RESULT IN CODE ENFORCEMENT VIOLATION BY ESCAMBIA COUNTY/THE WATER MANAGEMENT DISTRICT.
13. THE CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS DURING CONSTRUCTION WHICH SHOW AS-BUILT CONDITIONS OF ALL WORK INCLUDING PIPING, DRAINAGE STRUCTURES, OUTLET STRUCTURES, DIMENSIONS, ELEVATIONS, GRADING, ETC. THESE RECORD DRAWINGS SHALL BE PROVIDED TO THE ENGINEER OF RECORD PRIOR TO REQUESTING FINAL INSPECTION BY ESCAMBIA COUNTY.
14. THE CONTRACTOR SHALL ARRANGE/SCHEDULE WITH THE COUNTY ENGINEER AN INSPECTION OF THE EROSION AND SEDIMENT CONTROL DEVICES PRIOR TO CONSTRUCTION, UNDERGROUND DRAINAGE STRUCTURES PRIOR TO BURIAL, AND THE FINAL INSPECTION OF THE DEVELOPMENT UPON COMPLETION.
15. CONTRACTOR/DEVELOPER IS RESPONSIBLE FOR SUBMITTING TO THE WATER MANAGEMENT DISTRICT THE NOTICE OF CONSTRUCTION COMMENCEMENT.
16. FINAL AS-BUILT CERTIFICATIONS TO THE WATER MANAGEMENT DISTRICT WILL BE SUBMITTED BY THE ENGINEER OF RECORD.
17. IF WINTER RYE SEED IS USED, INCLUDE A BAHIA MIX TO INSURE CONTINUED GROWTH AFTER WINTER MONTHS.
18. DEVELOPER/CONTRACTOR SHALL RESHAPE PER PLAN SPECIFICATIONS, CLEAN OUT ACCUMULATED SILT, AND STABILIZE RETENTION/DETENTION POND(S) AT THE END OF CONSTRUCTION WHEN ALL DISTURBED AREAS HAVE BEEN STABILIZED AND PRIOR TO REQUEST FOR FINAL INSPECTION.
21. TO COMPLY WITH NPDES REQUIREMENTS, ALL EROSION CONTROL MEASURES SHALL BE INSPECTED AFTER EACH REQUIRED RAINFALL EVENT OR AT LEAST WEEKLY. THE CONTRACTOR SHALL DOCUMENT SUCH INSPECTIONS AND EROSION CONTROL MAINTENANCE EFFORTS; INSPECTION RECORDS SHALL BE PROVIDED TO THE NPDES PERMIT APPLICANT FOR PROPER REPORTING TO FDEP.
22. PER THE LAND DEVELOPMENT CODE, ALL LAND DISTURBING ACTIVITIES AS DEFINED, INCLUDING PROTECTED TREE REMOVAL SHALL BE APPROVED PRIOR TO INITIATION OF SUCH ACTIVITIES ONSITE.

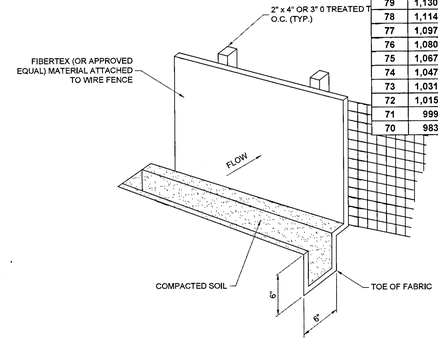


FENCE SPECIFICATIONS:
FABRIC: K & K, 2" X 9 GUAGE, 2 OZ. G.A.W.
TOP RAIL: 1-5/8" O.D. SS20
LINE POST: 2" O.D. SS20
TERM POST: 3" O.D. SS20
GATE POST: 3" O.D. SS20
DRIVE GATE POST: 4" O.D. SS20
GATEGRAME: 1-5/8" O.D. W/ CENTER BRACE SS20
DRIVE GATEFRAME: 2" O.D. SS20
TIES: 9 GUAGE ALUMINUM
TENSION WIRE: 7 GUAGE SPRING STEEL
ALL CAPS AND HARDWARE: GALVANIZED STEEL
POST SETTING: 10' ON CENTER AND FULL DEPTH IN CONCRETE OF 2500 PSI
CORNER BRACING AND TIES: 18" ON CENTER
POST DEPTH: LINEPOST 6" X 36", CORNERS 8" X 36", GATES 12" X 36"

NOTES:
-CHAINLINK FENCE SHALL SATISFY ALL APPLICABLE ESCAMBIA COUNTY SPECIFICATIONS.
-CONTRACTOR TO PROVIDE LOCK AND CHAIN. COUNTY WILL SWAP LOCK AT ACCEPTANCE.

CHAIN LINK FENCE DETAIL

N.T.S.



SILT FENCE DETAIL

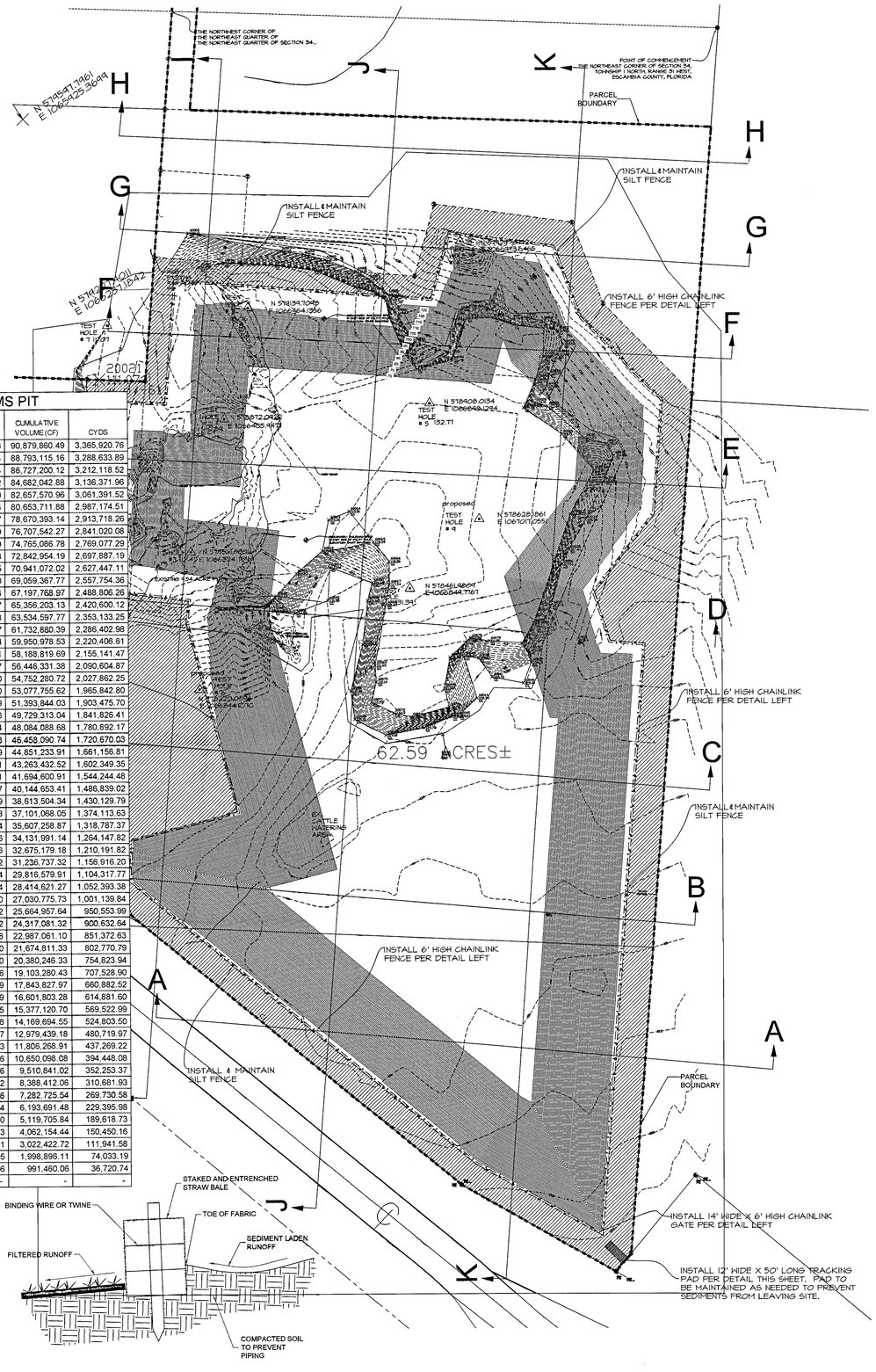
N.T.S.

HAY BALE DETAIL

N.T.S.

DEVINE FARMS PIT

EX ELEV	AREA (SQ FT)	AREA (Acres)	VOLUME (CF)	CUMULATIVE VOLUME (CF)	CYDS
130	2,097,178.59	48.14	2,086,745.33	90,879,860.49	3,365,920.76
129	2,076,312.06	47.67	2,065,915.04	88,793,115.16	3,288,633.89
128	2,055,518.02	47.19	2,045,157.24	86,727,200.12	3,212,118.52
127	2,034,796.46	46.71	2,024,471.92	84,682,042.88	3,136,371.96
126	2,014,147.38	46.24	2,003,859.09	82,657,570.96	3,061,391.52
125	1,993,570.79	45.77	1,983,318.74	80,653,711.88	2,987,174.51
124	1,973,066.68	45.30	1,962,850.87	78,670,393.14	2,913,718.26
123	1,952,635.06	44.83	1,942,455.49	76,707,542.27	2,841,020.08
122	1,932,275.92	44.36	1,922,132.59	74,765,086.78	2,769,077.29
121	1,911,989.26	43.89	1,901,882.18	72,842,954.19	2,697,887.19
120	1,891,775.09	43.43	1,881,704.25	70,941,072.02	2,627,447.11
119	1,871,633.40	42.97	1,861,598.80	69,059,367.77	2,557,754.36
118	1,851,564.20	42.51	1,841,565.84	67,197,768.97	2,488,806.26
117	1,831,567.48	42.05	1,821,605.37	65,356,203.13	2,420,600.12
116	1,811,643.25	41.59	1,801,717.38	63,534,597.77	2,353,133.25
115	1,791,791.50	41.13	1,781,901.87	61,732,880.39	2,286,402.98
114	1,772,012.23	40.68	1,762,158.84	59,950,978.53	2,220,406.61
113	1,752,305.45	40.23	1,742,488.31	58,188,819.69	2,155,141.47
112	1,732,671.16	39.78	1,694,050.67	56,446,331.38	2,090,604.87
111	**1,655,430.17**	38.00	1,674,525.10	54,752,280.72	2,027,862.25
110	**1,693,620.02**	38.88	1,683,911.60	53,077,755.62	1,965,842.80
109	**1,674,203.17**	38.43	1,664,530.99	51,393,844.03	1,903,475.70
108	**1,654,858.81**	37.99	1,645,224.36	49,729,313.04	1,841,826.41
107	**1,635,589.91**	37.55	1,625,997.94	48,084,088.68	1,780,892.17
106	**1,616,405.97**	37.11	1,606,856.83	46,458,090.74	1,720,670.03
105	**1,597,307.69**	36.67	1,587,801.39	44,851,233.91	1,661,156.81
104	**1,578,295.08**	36.23	1,568,831.61	43,263,432.52	1,602,349.35
103	**1,559,368.14**	35.80	1,549,947.51	41,694,600.91	1,544,244.48
102	**1,540,526.87**	35.37	1,531,149.07	40,144,653.41	1,486,839.02
101	**1,521,771.26**	34.94	1,512,436.29	38,613,504.34	1,430,129.79
100	**1,503,101.32**	34.51	1,493,809.18	37,101,068.05	1,374,113.63
99	**1,484,517.04**	34.08	1,475,267.74	35,607,258.87	1,318,787.37
98	**1,466,018.43**	33.66	1,456,811.96	34,131,991.14	1,264,147.82
97	**1,447,605.49**	33.23	1,438,441.86	32,675,179.18	1,210,191.82
96	**1,429,278.22**	32.81	1,420,157.42	31,236,737.32	1,156,916.20
95	**1,411,036.61**	32.39	1,401,958.64	29,816,579.91	1,104,317.77
94	**1,392,880.67**	31.98	1,383,845.54	28,414,621.27	1,052,393.38
93	**1,374,810.40**	31.56	1,365,818.10	27,030,775.73	1,001,139.84
92	**1,356,825.79**	31.15	1,347,876.32	25,664,957.64	950,553.99
91	**1,338,926.85**	30.74	1,330,020.22	24,317,081.32	900,632.64
90	**1,321,113.58**	30.33	1,312,249.78	22,987,061.10	851,372.63
89	**1,303,385.97**	29.92	1,294,565.00	21,674,811.33	802,770.79
88	**1,285,744.03**	29.52	1,276,965.90	20,380,246.33	754,823.94
87	**1,268,187.76**	29.11	1,259,452.46	19,103,280.43	707,528.90
86	**1,250,717.16**	28.71	1,242,024.69	17,843,827.97	660,882.52
85	**1,233,332.22**	28.31	1,224,682.59	16,601,803.28	614,881.60
84	**1,216,032.95**	27.92	1,207,426.15	15,377,120.70	569,522.99
83	**1,198,819.34**	27.52	1,190,255.38	14,169,694.55	524,803.50
82	**1,181,691.41**	27.13	1,173,170.27	12,979,439.18	480,719.97
81	**1,164,649.13**	26.74	1,156,170.83	11,806,268.91	437,269.22
80	**1,147,692.53**	26.35	1,139,257.06	10,650,098.08	394,448.08
79	**1,130,821.59**	25.96	1,122,428.96	9,510,841.02	352,253.37
78	**1,114,036.32**	25.57	1,105,686.52	8,388,412.06	310,681.93
77	**1,097,336.72**	25.19	1,089,034.06	7,282,725.54	269,730.58
76	**1,080,731.40**	24.81	1,073,985.64	6,193,691.48	229,395.98
75	**1,067,239.88**	24.50	1,057,551.40	5,119,705.84	189,618.73
74	**1,047,862.92**	24.06	1,039,731.73	4,062,154.44	150,450.16
73	**1,031,600.53**	23.68	1,023,526.61	3,022,422.72	111,941.58
72	**1,015,452.69**	23.31	1,007,436.05	1,998,896.11	74,033.19
71	**999,419.41**	22.94	991,460.06	991,460.06	36,720.74
70	**983,500.70**	22.58	-	-	-



NO.	DATE	REVISIONS
1		
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WEBSITE: www.mcguire-assoc.com
Gerald W. McGuire - P. E. #34921
Engineering Business #0000425

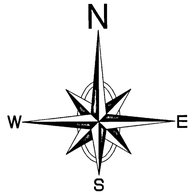
DEVINE BORROW PIT
EXCAVATION PLAN
FUTURE STORMWATER RETENTION
ESCAMBIA COUNTY FLORIDA

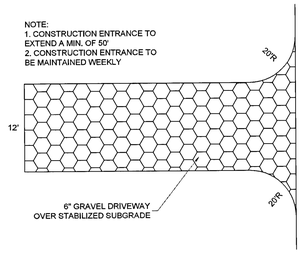
DRAWN BY: HAH
DESIGNED BY: GWM
CHECKED BY: GWM
DATE: AUG 2020
SCALE: 1"= 150'
NOT RELEASED FOR CONSTRUCTION
BY: GWM DATE:

PROJECT NO: 2018.DFPIT
FILE NO: 2018.DFPIT
SHEET: 4 OF 10

0 150 300 Feet

ALL WORK TO BE COMPLETED IN ACCORDANCE WITH THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE. DESIGN STANDARDS LATEST EDITIONS.





TEMPORARY PIT/CONSTRUCTION ENTRANCE DETAIL

N.T.S.

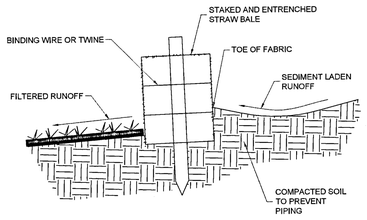
SLOPE STABILIZATION NOTES:

1. NO SLOPES SHALL BE STEEPER THAN 2:1 UNLESS THE ENGINEER OF RECORD OR PROFESSIONAL GEOTECHNICAL ENGINEER CERTIFIES THAT THE ANGLE OF REPOSE EXCEEDING THIS RATIO WILL PROHIBIT ANY POTENTIAL EROSION OR SLUMPING, FACTORING INTO ACCOUNT THE TYPE OF SOIL (I.E. CLAY, SAND, ETC.) AND PERTINENT ENVIRONMENTAL CONDITIONS OF THE AREA.
2. ALL SLOPES STEEPER THAN 3:1 MUST BE SODDED.
3. ALL SLOPES 3:1 OR FLATTER MUST BE SEEDED AND MULCHED.
4. A HEALTHY GROWTH OF VEGETATION ON THE POND SIDE SLOPES SHALL BE ACHIEVED PRIOR TO COUNTY APPROVAL OF THE PIT CLOSURE.

FLOOD STATEMENT:
THE PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE "A", (AREA SUBJECCT TO THE THE 1-PERCENT ANNUAL CHANCE FLOOD EVENT. BECAUSE DETAILED HYDRAULIC ANALYSES HAVE NOT BEEN PERFORMED, NO BASE FLOOD ELEVATIONS (BFES) OR FLOOD DEPTHS ARE SHOWN), AS AS DETERMINED FROM THE FEDERAL EMERGENCY MANAGMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FIRM MAP NUMBER 120080, FIRM MAP PANEL NUMBER 12033C0280 AND 0290G., REVISION DATED SEPTEMBER 29, 2006.

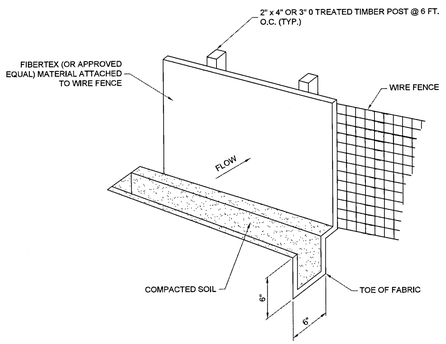
GENERAL NOTES

1. THE PROJECT ENGINEER (ENGINEER OF RECORD) SHALL PROVIDE TO ESCAMBIA COUNTY "AS-BUILT" RECORD DRAWINGS FOR VERIFICATION AND APPROVAL BY ESCAMBIA COUNTY ONE WEEK PRIOR TO REQUESTING A FINAL INSPECTION, OR PROVIDE "AS-BUILT" CERTIFICATION THAT THE CONSTRUCTION ADHERES TO THE PERMITTED PLANS AND SPECIFICATION. THE "AS-BUILT" CERTIFICATION OR "AS-BUILT" RECORD DRAWINGS MUST BE SIGNED, SEALED, AND DATED BY A REGISTERED FLORIDA PROFESSIONAL ENGINEER.
2. ALL ASPECTS OF THE STORMWATER/DRAINAGE COMPONENTS AND/OR TRANSPORTATION COMPONENTS SHALL BE COMPLETED PRIOR TO ISSUANCE OF A FINAL CERTIFICATE OF OCCUPANCY FOR THE BUILDING.
3. NO DEVIATIONS OR REVISIONS FROM THESE PLANS BY THE CONTRACTOR SHALL BE ALLOWED WITHOUT PRIOR APPROVAL FROM THE DESIGN ENGINEER, ESCAMBIA COUNTY/THE WATER MANAGEMENT DISTRICT. ANY DEVIATIONS MAY RESULT IN DELAYS IN OBTAINING A CERTIFICATE OF OCCUPANCY.
4. THE CONTRACTOR SHALL INSTALL PRIOR TO THE START OF CONSTRUCTION AND MAINTAIN DURING CONSTRUCTION ALL SEDIMENT CONTROL MEASURES AS REQUIRED TO RETAIN ALL SEDIMENTS ON THE SITE. IMPROPER SEDIMENT CONTROL MEASURES MAY RESULT IN CODE ENFORCEMENT VIOLATION BY ESCAMBIA COUNTY/THE WATER MANAGEMENT DISTRICT.
5. RETENTION/DETENTION AREAS SHALLO BE SUBSTANTIALLY COMPLETE PRIOR TO ANY CONSTRUCTION ACTIVITIES THAT MAY INCREASE STORMWATER RUNOFF RATES. THE CONTRACTOR SHALL CONTROL STORMWATER DURING ALL PHASES OF CONSTRUCTION AND TAKE ADEQUATE MEASURES TO PREVENT THE EXCAVATED POND FROM BLINDING DUE TO SEDIMENTS.
6. ALL DISTURBED AREAS WHICH ARE NOT PAVED SHALL BE STABILIZED WITH SEEDING, FERTILIZER AND MULCH, HYDROSEED AND/OR SOD.
7. DEVELOPER/CONTRACTOR SHALL RESHAPE PER PLAN SPECIFICATIONS, CLEAN OUT ACCUMULATED SILT, AND STABILIZE RETENTION/DETENTION POND(S) AT THE END OF CONSTRUCTION WHEN ALL DISTURBED AREAS HAVE BEEN STABILIZED AND PRIOR TO REQUEST FOR FINAL INSPECTION.
8. THE CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS DURING CONSTRUCTION WHICH SHOW AS-BUILT CONDITIONS OF ALL WORK INCLUDING PIPING, DRAINAGE STRUCTURES, OUTLET STRUCTURES, DIMENSIONS, ELEVATIONS, GRADING, ETC. THESE RECORD DRAWINGS SHALL BE PROVIDED TO THE ENGINEER OF RECORD PRIOR TO REQUESTING FINAL INSPECTION BY ESCAMBIA COUNTY.
9. THE OWNER OR HIS AGENT SHALL ARRANGE/SCHEDULE WITH THE COUNTY A FINAL INSPECTION OF THE DEVELOPMENT UPON COMPLETION AND ANY INTERMEDIATE INSPECTIONS AT (850) 595-3472. AS-BUILT CERTIFICATION IS REQUIRED PRIOR TO REQUEST FOR FINAL INSPECTION/APPROVAL.
10. ANY DAMAGE TO EXISTING ROADS DURING CONSTRUCTION WILL BE REPAIRED BY THE DEVELOPER PRIOR TO FINAL "AS-BUILTS" SIGN OFF FROM THE COUNTY.
11. EROSION AND SEDIMENT CONTROL DEVICES PRIOR TO CONSTRUCTION, UNDERGROUND DRAINAGE STRUCTURES PRIOR TO BURIAL, AND THE FINAL INSPECTION OF THE DEVELOPMENT UPON COMPLETION.THE CONTRACTOR SHALL INSTALL PRIOR TO THE START OF CONSTRUCTION AND MAINTAIN DURING CONSTRUCTION ALL SEDIMENT CONTROL MEASURES AS REQUIRED TO RETAIN ALL SEDIMENTS ON THE SITE. IMPROPER SEDIMENT CONTROL MEASURES MAY RESULT IN CODE ENFORCEMENT VIOLATION BY ESCAMBIA COUNTY/THE WATER MANAGEMENT DISTRICT.
13. THE CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS DURING CONSTRUCTION WHICH SHOW AS-BUILT CONDITIONS OF ALL WORK INCLUDING PIPING, DRAINAGE STRUCTURES, OUTLET STRUCTURES, DIMENSIONS, ELEVATIONS, GRADING, ETC. THESE RECORD DRAWINGS SHALL BE PROVIDED TO THE ENGINEER OF RECORD PRIOR TO REQUESTING FINAL INSPECTION BY ESCAMBIA COUNTY.
14. THE CONTRACTOR SHALL ARRANGE/SCHEDULE WITH THE COUNTY ENGINEER AN INSPECTION OF THE EROSION AND SEDIMENT CONTROL DEVICES PRIOR TO CONSTRUCTION, UNDERGROUND DRAINAGE STRUCTURES PRIOR TO BURIAL, AND THE FINAL INSPECTION OF THE DEVELOPMENT UPON COMPLETION.
15. CONTRACTOR/DEVELOPER IS RESPONSIBLE FOR SUBMITTING TO THE WATER MANAGEMENT DISTRICT THE NOTICE OF CONSTRUCTION COMMENCEMENT.
16. FINAL AS-BUILT CERTIFICATIONS TO THE WATER MANAGEMENT DISTRICT WILL BE SUBMITTED BY THE ENGINEER OF RECORD.
17. IF WINTER RYE SEED IS USED, INCLUDE A BAHIA MIX TO INSURE CONTINUED GROWTH AFTER WINTER MONTHS.
18. OWNER SHALL RESHAPE PER PLAN SPECIFICATIONS, CLEAN OUT ACCUMULATED SILT, AND STABILIZE RECLAIMED RETENTION/DETENTION POND AT THE END OF CONSTRUCTION WHEN ALL DISTURBED AREAS HAVE BEEN STABILIZED AND PRIOR TO REQUEST FOR FINAL INSPECTION.
21. TO COMPLY WITH NPDES REQUIREMENTS, ALL EROSION CONTROL MEASURES SHALL BE INSPECTED AFTER EACH REQUIRED RAINFALL EVENT OR AT LEAST WEEKLY. THE CONTRACTOR SHALL DOCUMENT SUCH INSPECTIONS AND EROSION CONTROL MAINTENANCE EFFORTS; INSPECTION RECORDS SHALL BE PROVIDED TO THE NPDES PERMIT APPLICANT FOR PROPER REPORTING TO FDEP.
22. NO IMPERVIOUS AREA IS PROPOSED TO THE SITE.
23. PER THE LAND DEVELOPMENT CODE, ALL LAND DISTURBING ACTIVITIES AS DEFINED, INCLUDING PROTECTED TREE REMOVAL SHALL BE APPROVED PRIOR TO INITIATION OF SUCH ACTIVITIES ONSITE.



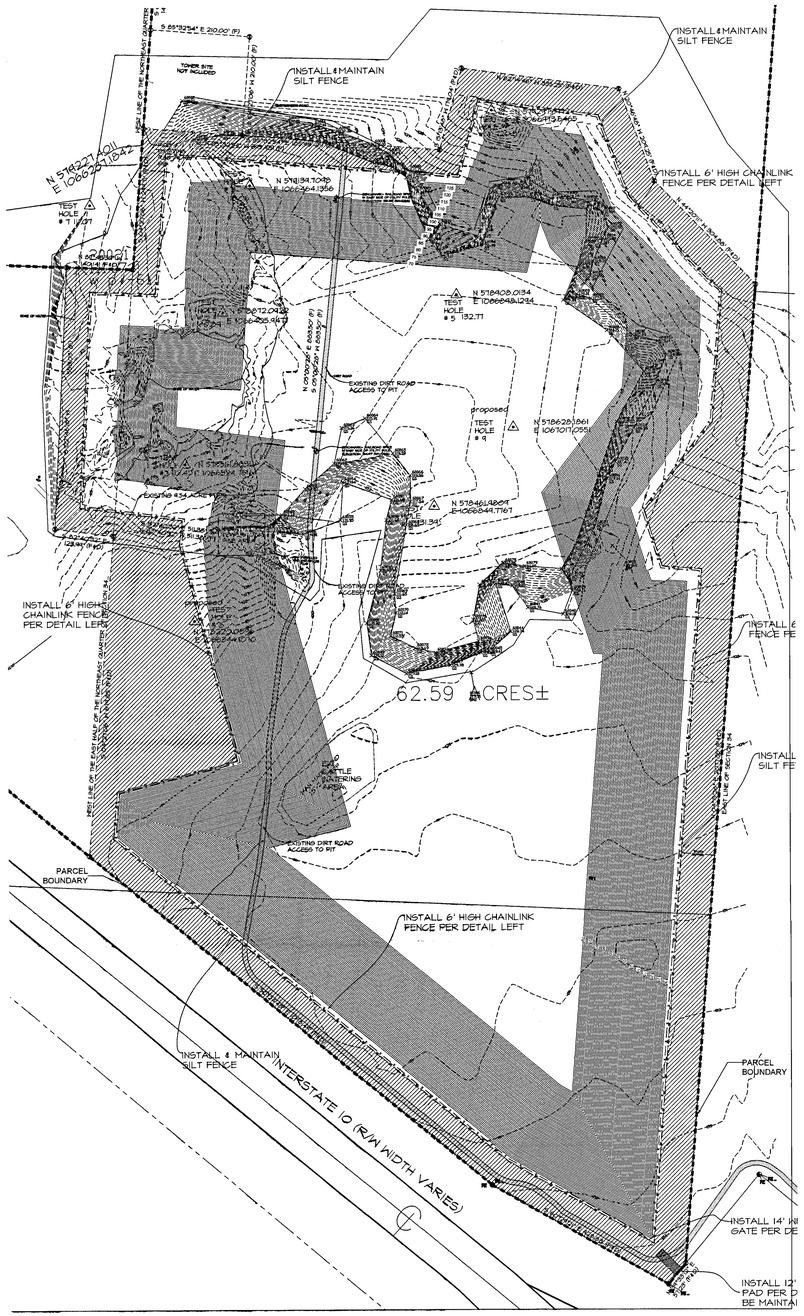
HAY BALE DETAIL

N.T.S.



SILT FENCE DETAIL

N.T.S.



NO.	DATE	REVISIONS
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WEBSITE: www.mcguire-assoc.com
Certificate of Authorization #: 4157
Engineering Business #:00008435

DEVINE BORROW PIT

RECLAMATION PLAN - OPERATIONS PLAN

FUTURE STORMWATER RETENTION

ESCAMBIA COUNTY FLORIDA

DRAWN BY: HAH
DESIGNED BY: GWM
CHECKED BY: GWM
DATE: AUG 2020
SCALE: 1"= 150'
NOT RELEASED FOR CONSTRUCTION
BY: GWM DATE:

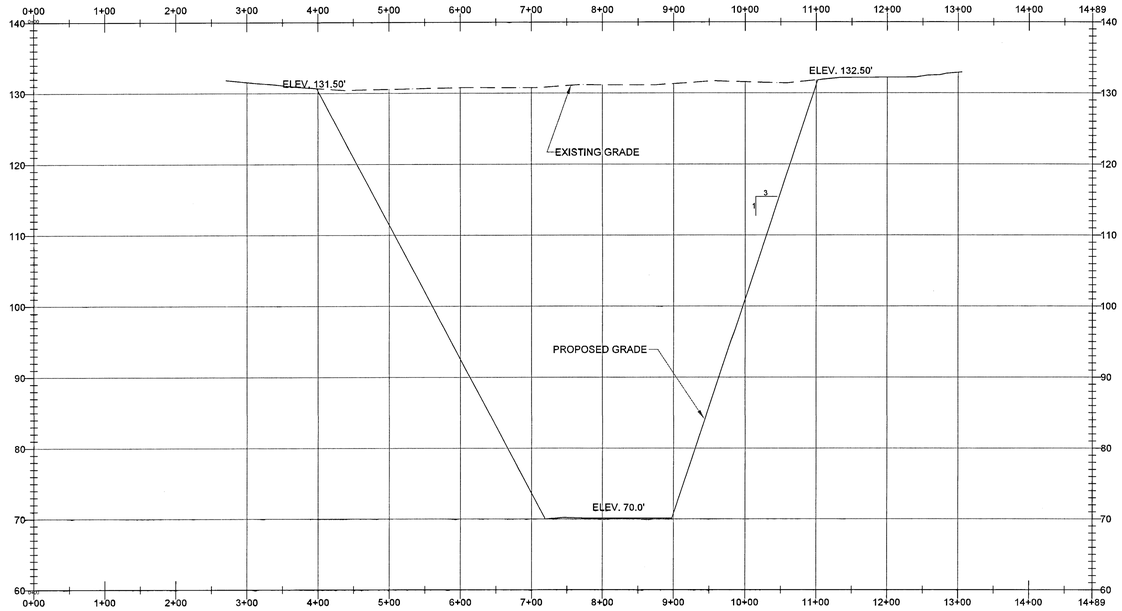
PROJECT NO: 2018.DFPIT
FILE NO: 2018.DFPIT
SHEET: 5 OF 10

0 100 200
Feet

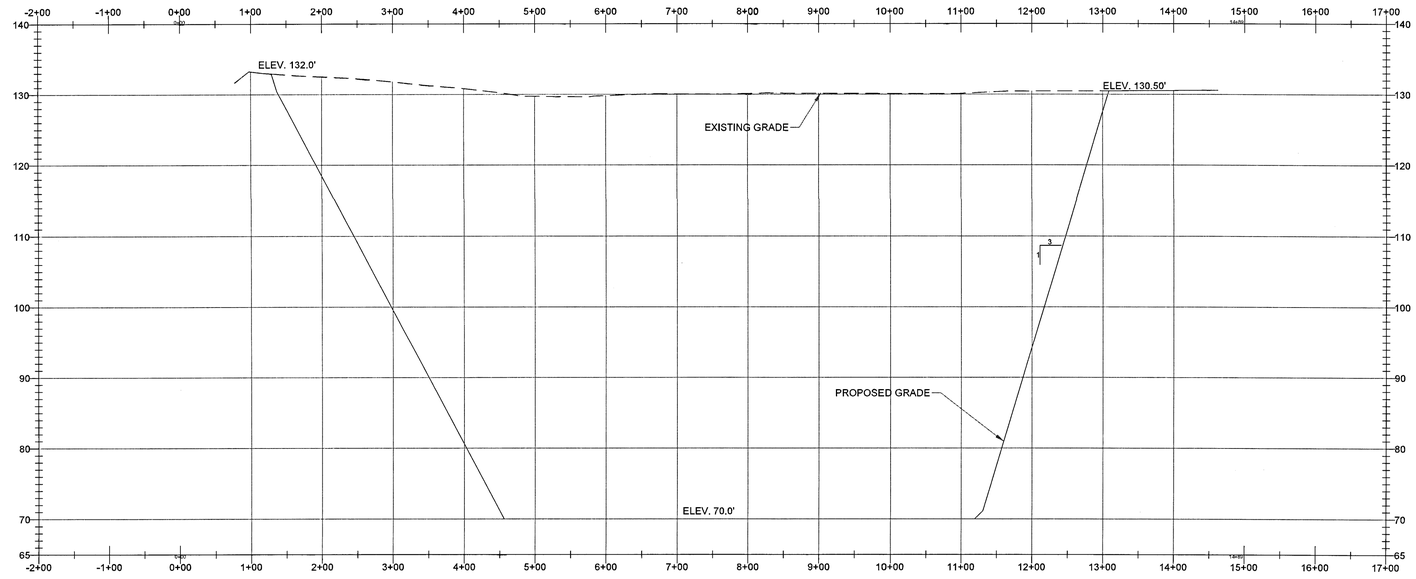
SLOPE STABILIZATION NOTES:

1. NO SLOPES SHALL BE STEEPER THAN 2:1 UNLESS THE ENGINEER OF RECORD OR PROFESSIONAL GEOTECHNICAL ENGINEER CERTIFIES THAT THE ANGLE OF REPOSE EXCEEDING THIS RATIO WILL PROHIBIT ANY POTENTIAL EROSION OR SLUMPING, FACTORING INTO ACCOUNT THE TYPE OF SOIL (I.E. CLAY, SAND, ETC.) AND PERTINENT ENVIRONMENTAL CONDITIONS OF THE AREA.
2. ALL SLOPES STEEPER THAN 3:1 MUST BE SODDED.
3. ALL SLOPES 3:1 OR FLATTER MUST BE SEEDED AND MULCHED.
4. A HEALTHY GROWTH OF VEGETATION ON THE POND SIDE SLOPES SHALL BE ACHIEVED PRIOR TO COUNTY APPROVAL OF THE PIT CLOSURE.

Profile View of Section A-A



Profile View of Section B-B



NO.	DATE	REVISIONS
1		
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Certificate of Authorization #: 3572
Engineering Business #00008435

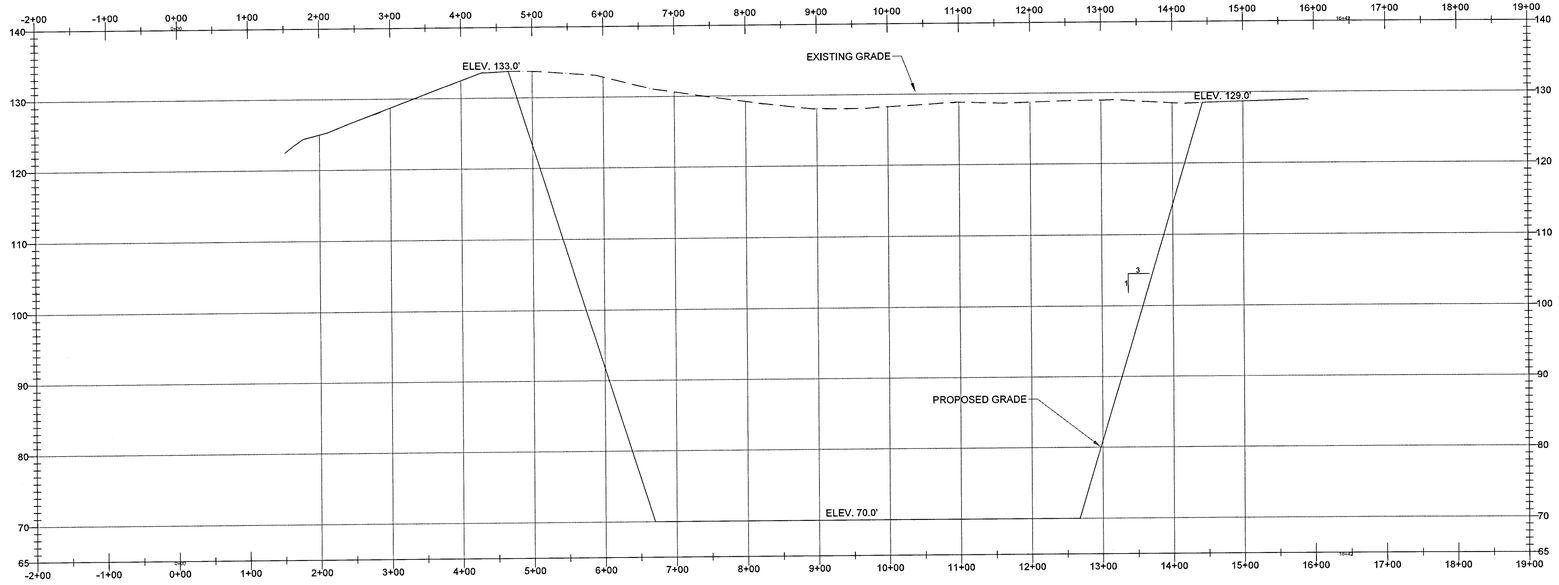
DEVINE BORROW PIT
PIT RECLAMATION SECTIONS
ESCAMBIA COUNTY FLORIDA

DRAWN BY: HAH
DESIGNED BY: GWM
CHECKED BY: GWM
DATE: AUG 2020
SCALE: 1"= 100'
NOT RELEASED FOR CONSTRUCTION
BY: GWM DATE:

PROJECT NO: 2018.DFPIT
FILE NO: 2018.DFPIT
SHEET: 6 OF 10

0 100 200 Feet

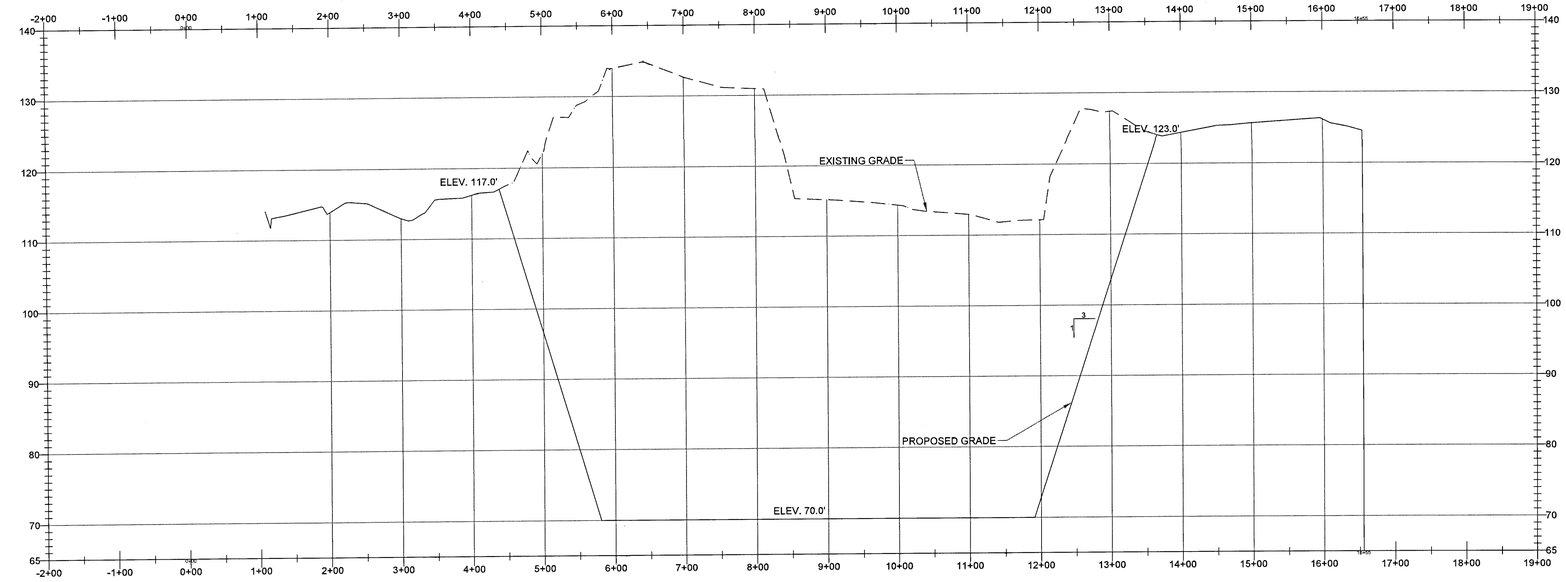
Profile View of Section C-C



SLOPE STABILIZATION NOTES:

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2. ALL SLOPES STEEPER THAN 3:1 MUST BE SODDED.
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4. A HEALTHY GROWTH OF VEGETATION ON THE POND SIDE SLOPES SHALL BE ACHIEVED PRIOR TO COUNTY APPROVAL OF THE PIT CLOSURE.

Profile View of Section D-D



REVISIONS		
NO.	DATE	
1		
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WEBSITE: www.mcguire-assoc.com
Florida Certificate of Authorization #: 6877
Engineering Business #00008435

DEVINE BORROW PIT

PIT RECLAMATION SECTIONS

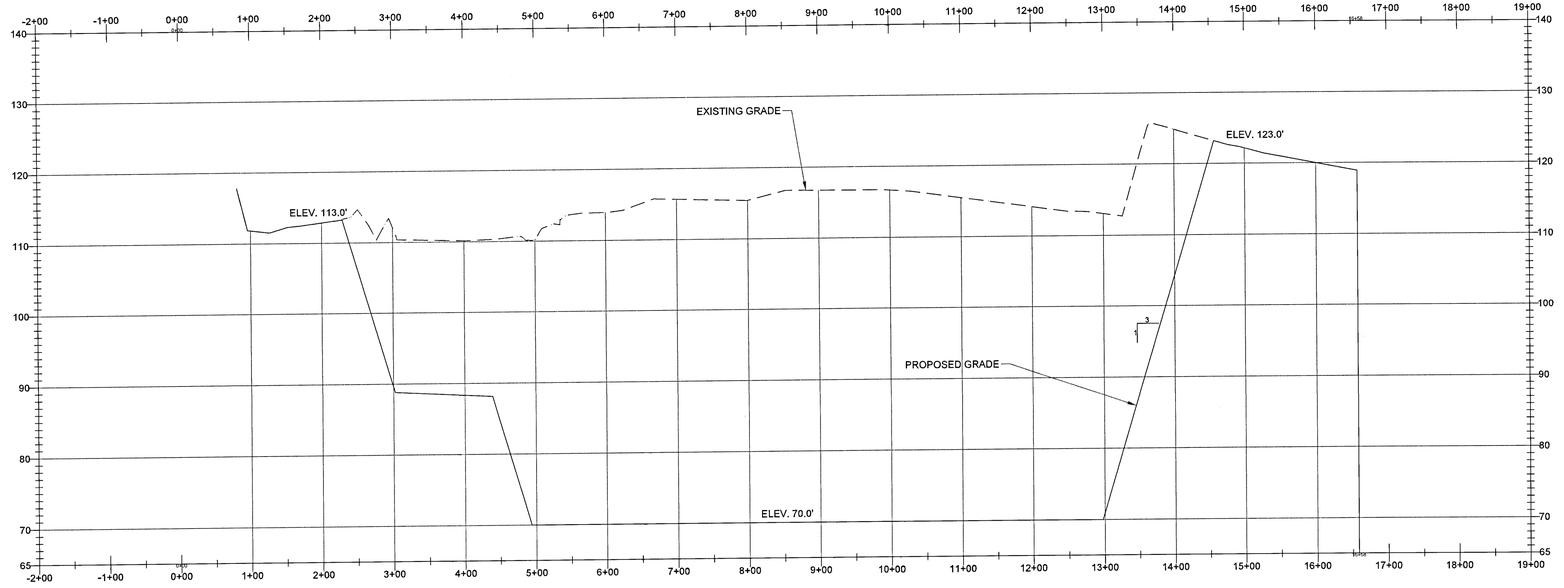
ESCAMBIA COUNTY FLORIDA

DRAWN BY: HAH
DESIGNED BY: GWM
CHECKED BY: GWM
DATE: AUG 2020
SCALE: 1"= 100'
NOT RELEASED FOR CONSTRUCTION
BY: GWM DATE:

PROJECT NO: 2014.DFPIT
FILE NO: 2018.DFPIT
SHEET: 7 OF 10

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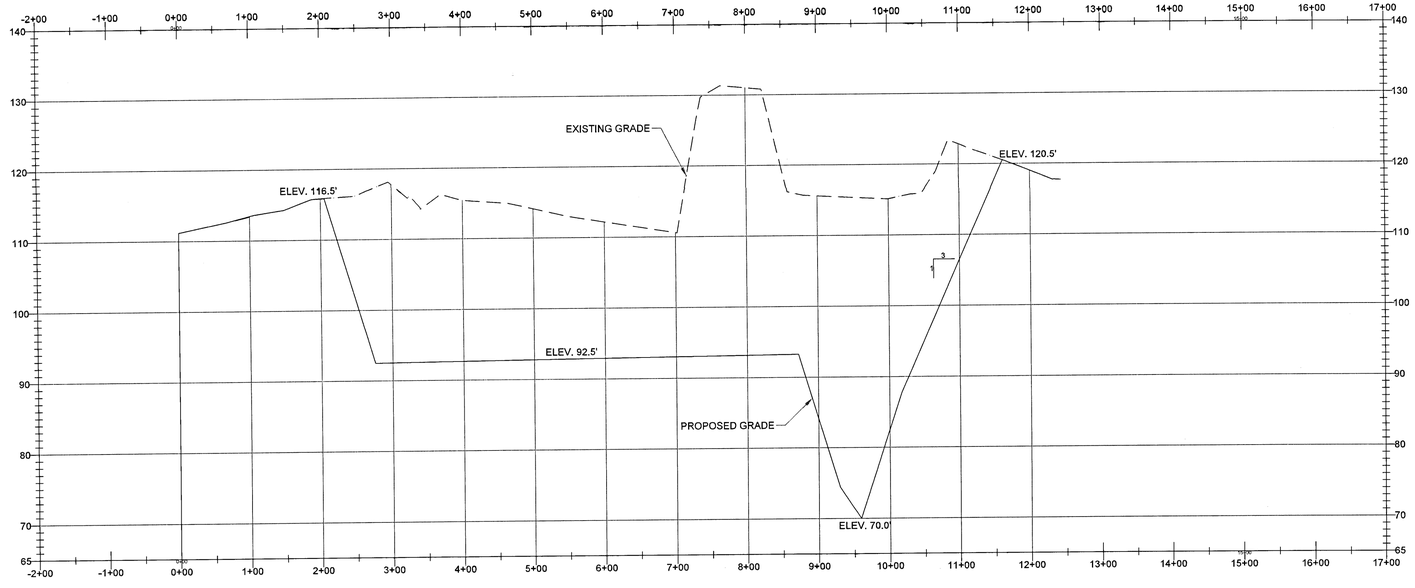
Profile View of Section E-E



SLOPE STABILIZATION NOTES:

1. NO SLOPES SHALL BE STEEPER THAN 2:1 UNLESS THE ENGINEER OF RECORD OR PROFESSIONAL GEOTECHNICAL ENGINEER CERTIFIES THAT THE ANGLE OF REPOSE EXCEEDING THIS RATIO WILL PROHIBIT ANY POTENTIAL EROSION OR SLUMPING, FACTORING INTO ACCOUNT THE TYPE OF SOIL (I.E. CLAY, SAND, ETC.) AND PERTINENT ENVIRONMENTAL CONDITIONS OF THE AREA.
2. ALL SLOPES STEEPER THAN 3:1 MUST BE SODDED.
3. ALL SLOPES 3:1 OR FLATTER MUST BE SEEDED AND MULCHED.
4. A HEALTHY GROWTH OF VEGETATION ON THE POND SIDE SLOPES SHALL BE ACHIEVED PRIOR TO COUNTY APPROVAL OF THE PIT CLOSURE.

Profile View of Section F-F



NO.	DATE	REVISIONS
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JMA
Engineering Services, Inc.
Civil Engineering • Planning
2726 WALLACE LAKE ROAD
PACE, FLORIDA 32571
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eMAIL: jerry@mcguire-assoc.com
WEBSITE: www.mcguire-assoc.com
Florida Certificate of Authorization #: 8527
Engineering Business #00008435

DEVINE BORROW PIT

PIT RECLAMATION SECTIONS

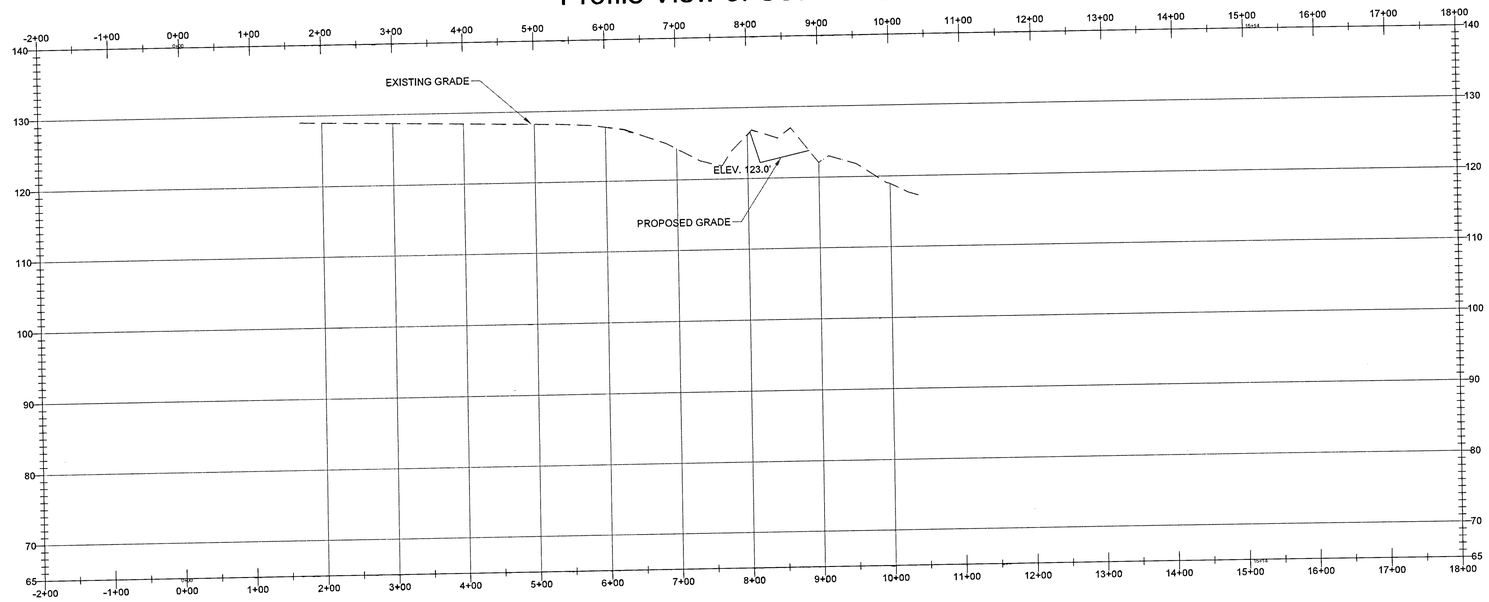
ESCAMBIA COUNTY FLORIDA

DRAWN BY: HAH
DESIGNED BY: GWM
CHECKED BY: GWM
DATE: AUG 2020
SCALE: 1"= 100'
NOT RELEASED FOR CONSTRUCTION
BY: GWM DATE:

PROJECT NO: 2018.DFPIT
FILE NO: 2018.DFPIT
SHEET: 8 OF 10

0 100 200 Feet

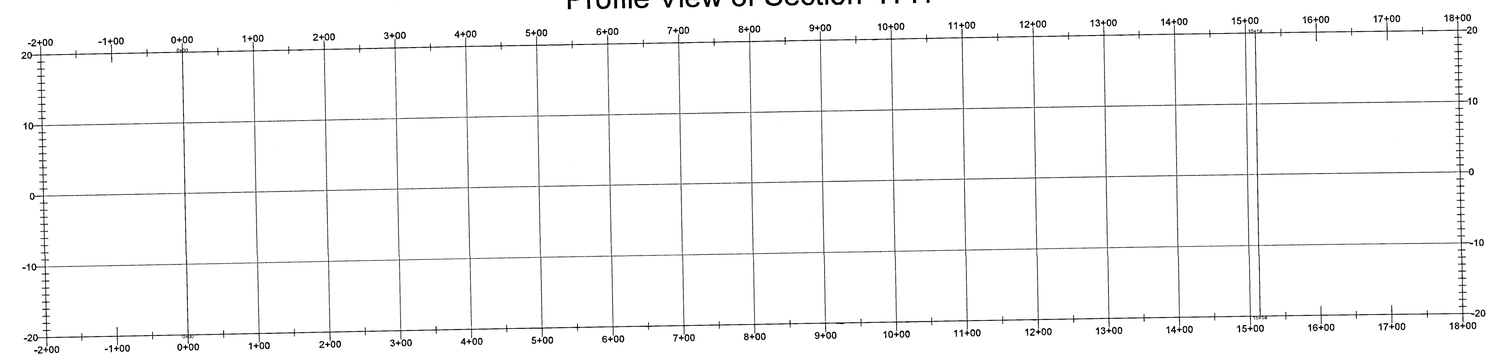
Profile View of Section G-G



SLOPE STABILIZATION NOTES:

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Profile View of Section H-H



SLOPE STABILIZATION

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ALL SLOPES 3:1 OR FLATTER MUST BE SEEDED AND MULCHED.

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WEBSITE: www.mcguire-assoc.com
Certificate of Authorization #: 33572
Engineering Business #00008435

DEVINE BORROW PIT

PIT RECLAMATION SECTIONS

FLORIDA

ESCAMBIA COUNTY

DRAWN BY: HAH
DESIGNED BY: GWM
CHECKED BY: GWM
DATE: AUG 2020
SCALE: 1"= 100'
NOT RELEASED FOR CONSTRUCTION
BY: GWM DATE:

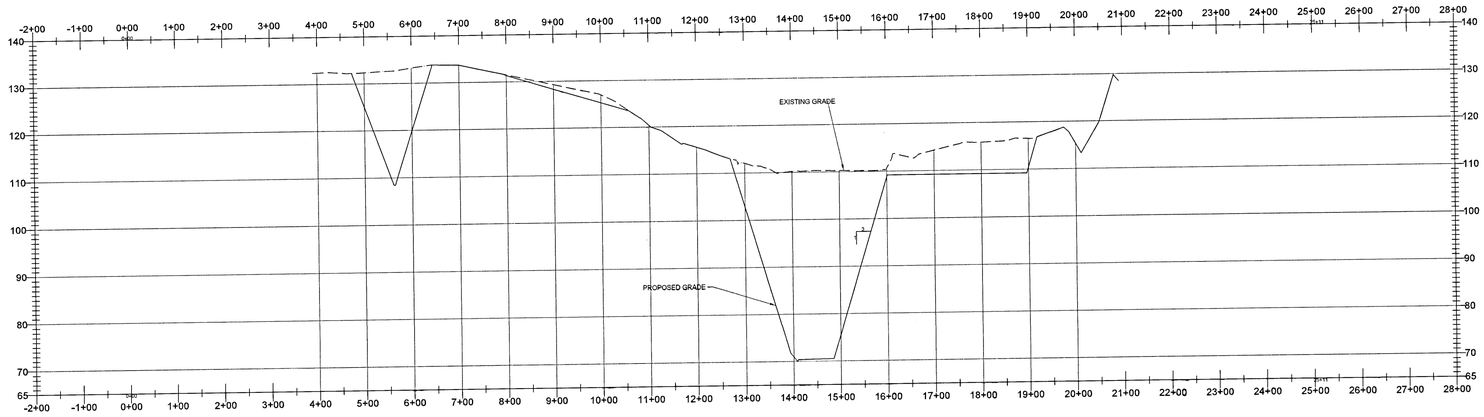
PROJECT NO: 2018.DFPIT
FILE NO: 2018.DFPIT
SHEET: 9 OF 10

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Feet

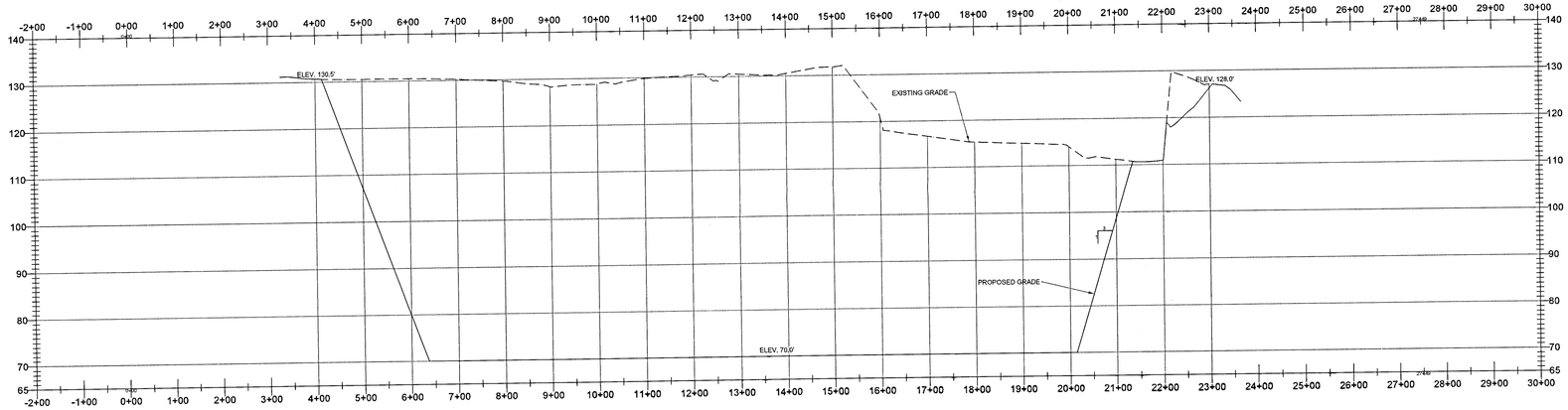
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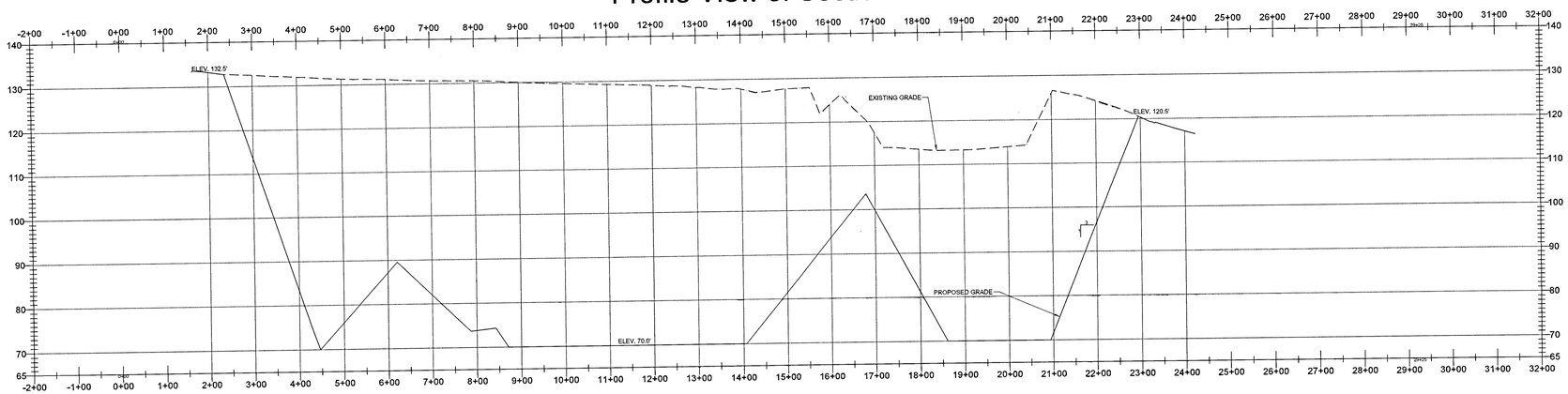
Profile View of Section I-I



Profile View of Section J-J



Profile View of Section K-K



SLOPE STABILIZATION

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ALL SLOPES 3:1 OR FLATTER MUST BE SEEDED AND MULCHED.

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PHONE: (850) 995-7323
eMAIL: jerry@mcguire-assoc.com
WEBSITE: www.mcguire-assoc.com
Certificate of Authorization #: 4352
Engineering Business #00008435

DEVINE BORROW PIT
PIT RECLAMATION SECTIONS
ESCAMBIA COUNTY FLORIDA

DRAWN BY: HAH
DESIGNED BY: GWM
CHECKED BY: GWM
DATE: AUG 2020
SCALE: 1"= 150'
NOT RELEASED FOR CONSTRUCTION
BY: GWM DATE:

PROJECT NO: 2018.DFPIT
FILE NO: 2018.DFPIT
SHEET: 10 OF 10

SITE PLAN

RESOURCE EXTRACTION DEVELOPMENT ORDER

"Borrow Pits and Reclamation Activities"

Project: Devine Farm Borrow Pit Expansion
Location: 4478 Devine Farms Rd
Development Review #: 2002668PSP
Property Reference #: 34-1N-31-1102-000-000
34-1N-31-1203-000-000
Exhibit A: Reclamation Plan
Exhibit B: Resource Extraction Permit
Exhibit C: Annual Compliance Affidavit
DSAP: Regional Employment Guidelines

Future Land Use: MU-S
Zoning District: LDR
Flood Zone: A/X

PROJECT DESCRIPTION

The current project description is the development of an ongoing 96.37-acre site as a compliant borrow pit with subsequent reclamation as proposed by attached Exhibit A.

This Development Order is for the expansion and further development of an existing 9.54-acre site as a borrow pit to include an additional 53.05-acres bringing the proposed size of the pit to 62.59-acres, with a lake proposed as subsequent reclamation.

This Development Order is contingent upon the approval and/or authorization for the issuance of permit for mineral/resource extraction at a duly advertise public hearing the Escambia County Board of County Commissioners.

STANDARD PROJECT CONDITIONS

1. This Development Order and Resource Extraction Permit with concurrency certification shall be effective for a period of 18 months from the date of approval Sit Plan approval, the associated permit and concurrency shall all expire and become null and void if site mining has not commenced within the effective period and no extension has been applied for. After commencement of mining, site plan approval and concurrency shall terminate upon completion of reclamation, or expiration/revocation of any applicable reclamation permit, whichever comes first. The Board of Adjustment may grant one extension for a maximum of 12 months to the original effective period of the Development Order, but application for such extension must be submitted before termination of the initial 18-month period. If the Development Order expires or is revoked, allocated capacity will be withdrawn and made available to other applicants. If the applicant chooses to proceed with development of the project site, a new site

plan application must be submitted for review, approval, and capacity allocations subject to Code provisions and Level of Service conditions at the time of the new application.

2. The county resource extraction permit, associated with this Development Order, shall be valid for five years following approval any may be renewed upon application by the permittee and approval by the Board of Commissioners. As a condition of obtaining and maintaining a county resource extraction permit, a permittee shall submit an annual affidavit on a form prepared by Escambia County that describes the scope of activities occurring on-site. The permittee shall also consent to random and periodic inspections of the site by Escambia County representatives, with such inspections to occur at a minimum of two (2) times per year.

3. This approved and amended Development Order and Reclamation Plan by BCC does not confirm, guarantee or imply any authorization of any C&DD or LCD activities or permits. A new Land Use Approval and/or permit application shall be required with Reclamation activities and operations at a duly advertised public hearing.

4. This Development Order and Resource Extraction Permit authorizes site development to commence as described on the approved site plan and under the conditions listed herein.

5. All specifications and requirements, expressed or implied by note or drawing, in the site development plans approved with this Development Order must be fulfilled.

6. After issuance of this Development Order, it shall be unlawful to modify, amend, or otherwise deviate from the terms and conditions without first obtaining written authorization through the Development Review Committee (DRC) departments. Approval of such modifications shall be requested in writing and obtained prior to initiating construction of any requested change. The applicable review process for the proposed modification shall be determined based on the applicant's written description of such modifications. Escambia County may require submittal of a new or revised plan and impose additional requirements and/or conditions depending upon the extent of any proposed modifications. The applicant has a continuing obligation to abide by the approved plan. Initiating construction of plan modifications without written County approval shall automatically terminate and render null and void this Development Order, and shall be subject to penalties and/or increased fees specified by the BCC.

7. All provisions of the Escambia County Code of Ordinances as amended, including but not limited to Chapter 42 Article VIII, *Borrow Pits and Reclamation*, and the Land Development Code, *Standards Regulating Adverse Off-Site Impacts*, shall apply and are condition of site plan approval.

8. Prior to issuance of any permit for C&DD or LCD activities, the Board of County of Commissioners must approve reclamation of the site at a duly advertised public hearing per Chapter 82. No Land Disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval. If

BCC approval of the Reclamation Plan is not obtained then this Development Order shall automatically terminate and be rendered null and void.

9. "No Trespassing" signs are required at each pit access point, every 250 linear feet on the boundary fence, and at each corner, in letters not less than two inches in height. The signs shall be maintained in legible condition.

10. Mining, borrow pit, resource extraction, and reclamation activities, (including land clearing debris) and (construction and demolition debris disposal), that require trucks and heavy equipment to traverse **through residential areas as their only access path to pit operations** are limited to the hours between 6:00 a.m. and 6:00 p.m. Monday thru Friday and between 8:00 a.m. and 2:00 p.m. on Saturday (See section 4-7.6(b)(2)a. Operations that occur entirely on-site and do not require traffic or access to roadways are permitted on Sunday during daylight hours.

11. Mining, borrow pit, resource extraction, and reclamation activities, (including land clearing debris) and (construction and demolition debris disposal), that access their operations **without traversing through residential areas** (i.e., via principal and minor arterial roadways) are limited to the hours between 6:00 a.m. and 6:00 p.m. **Monday through Saturday** (See section 4-7.6(b)(2)b. Operations that occur entirely on-site and do not require traffic or access to roadways are permitted on Sunday during daylight hours.

12. This approval does not authorize or imply authorization of any impact to environmentally sensitive lands, including jurisdictional wetlands. All development associated with this approval shall occur within uplands.

13. Any new activity, such as borrowing, mining, etc., shall require side slopes to be no greater than 2:1, unless a professional engineer or professional geologist certifies that the angle of repose exceeding this reaction will prohibit any potential erosion or slumping, factoring into account the type of soil (i.e., clay, sand, etc.) and pertinent environmental conditions of the area.

14. This approval does not authorize or imply authorization of any negative impact to adjacent properties. Any increase of the stormwater runoff and/or sediment shall be kept within boundaries of the developed property(s).

15. The reclamation plan for mined-out lands shall be consistent with federal and state reclamation standards (particularly those referenced in subsection 42-323(2)a, shall comply with any performance standards required by the Escambia County Land Development Code, and shall be consistent with the intended post-mining land use. The plan shall provide for reclamation activities to be completed in a timely manner and sequence per the terms of the required development order. A permitee shall submit reclamation plan updates to Escambia County whenever it makes a material change to its reclamation plan,

but no less than annually when it submits the affidavit required by subsection 42-323(2)a. Reclamation of mined-out lands shall commence within one year of cessation of mining operations, shall include revegetation as early as practical, and shall be completed by the county-approved date established for the specific site. The reclamation plan, and any updates thereto, are subject to audit by Escambia County, and the permit shall consent to provide any documentation or records, or to otherwise authorize any inspection required, for the purpose of such audit. The reclamation plan does not equate to a permit for the use set forth in the plan, nor does it grandfather or provide a vested right for that use.

16. The approved Development Order and associated documents are contingent upon the approval of he county resource extraction permit at a duly advertised public hearing. Failure to obtain the county resource extraction permit will automatically nullity and void this development order and all associated documents.

Development Review Committee (DRC) Recommendation

Having completed development review of the **Devine Farms Borrow Pit Expansion,** site plan application referenced herein, in accordance with requirements of applicable Escambia County regulations and ordinances, the DRC makes the following recommendation to the Board of County Commissioners:

☒ Approve — The site plan has met the requirements of the DRC and is eligible for BCC approval. The applicant may proceed with the development subject to the project description and project conditions noted herein, after BCC acceptance. Use other than that described, or conditions not satisfied, constitute a violation of this Development Order and render it void. Further, this approval does not constitute approval by any other agency.

☐ Deny — The development plan is denied for the reasons noted below. The applicant may appeal the decision within 15 days from the date below to the Board of Adjustment (BOA) under the provisions of Section 2-1.4 of the Escambia County Land Development Code, and/or submit a new or revised site plan application for review.

J. Slaughter 9-2-2020

Director, Development Services Department — Date



Devine Farms Borrow Pit Reclamation Plan
Proposed 30-acre Acre Borrow Pit Site
12/10/2019

1. Reclamation activity would involve the converting the dugout pit to a stormwater retention facility capable of handling a 100-year storm event. The facility once reclaimed will be both Escambia County and by 62-25 Florida Statutes.

2. Reclamation activity would be in conformance with Florida Statutes 62-701.730, Escambia County ordinance 2015-24 [Section 82-227(2) and Section 82-234], and all other applicable local, federal and state reclamation standards, and would not begin until all permits from the NWFWMD have been obtained.

3. Final grades of reclaimed areas will graded in such way to ensure a maximum 3:1 side slope as with most retention ponds.

4. Footprint setback shall be a minimum of 100 feet from the property boundary for all pit activities. In order to accomplish this setback, clean fill or vegetative debris may be used to fill from existing excavation limits.

5. Operational hours for receiving materials are limited to Monday through Friday between 7:00 a.m. and 5:00 p.m. Saturday hours will be limited to 8:00 a.m. to 2:00 p.m. Operations are not permitted on Thanksgiving, Christmas, New Year's Day and July 4th.

6. Reclamation activity will be accomplished in one unit once pit mining activities have ceased. This reclamation area will include the entire 21.19 acre site within the required buffers as shown on the site plan. The proposed reclamation activity is required as necessary to comply with the WMD permitting requirements (F.S. 62-25), site constraints and traffic safety considerations.

7. The time frame for excavation of the site is estimated to be approximately 10 years, based upon anticipated market demand for the excavated material. It is anticipated that after excavation, it would take approximately 1 year to reclaim the pit into a permitted stormwater pond. Therefore, based upon approval in 2016, the anticipated date of completion would be December 2027.

8. Financial assurance for closure and reclamation will be provided as required to comply with the County and WMD permitting requirements (F.S. 62-701.730).

Gerald W. McGuire, P.E. 39572

Digitally signed by Gerald W. McGuire, P.E. 39572
Date: 2020.02.16 03:10:30 -06'00'

9. Reclamation activities shall commence within one year of cessation of mining operations and shall include re-vegetation as early as practical.

EXHIBIT
tabbies
B

Operational Permit: Existing Resource Extraction Facility
Borrow Pit

Project: Devine Farms Borrow Pit
Location: 4478 Devine Farm Road
Development Review #: PRP140800034
Property Reference #: 34-1N-31-1102-000-000

Future Land Use: MU-S
Zoning District: LDR (AKA VAG-2)
Flood Zone: X

STANDARD PROJECT CONDITIONS

1. This Resource Extraction Permit incorporates all the operational requirements, standard project conditions, and any other special project conditions stated in Site Plan Development Order and Resource Extraction Permit ***#REP2015 L***, as amended by Site Plan Resource Extraction Development Order #PRP140800035

2. The County Resource Extraction Permit, for approved borrow pits only, shall be valid for five years from the date of approval by the Board of County Commissioners, following approval, and may be renewed upon application by the permittee and approval by the Board of County Commissioners (BCC). As a condition of obtaining and maintaining a county Resource Extraction Permit, **a** permittee shall submit an annual affidavit on a form prepared by Escambia County that describes the scope of activities occurring on-site. The permittee shall also consent to random and periodic inspections of the site by Escambia County representatives, with such inspections to occur at a minimum of two (2) times per year.

3. The issuance of this permit by Escambia County does not confirm, guarantee nor imply any authorization of any C&DD (Construction & Demolition Debris) or LCD (Land Clearing Debris) activities or permits.

4. **Prior to issuance of any permit for C&DD or LCD activities, the BCC must approve reclamation of the site at a duly advertised public hearing, per Chapter 82 of the Escambia County Code of Ordinances. No land disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval for C& DD operations and/or LCD operations.**

5. In the event Escambia County determines a borrow pit operation is in violation of the terms of its permit, is allowing unlawful disposal, refuses to obtain a permit or otherwise poses a risk to the public's health, safety, and welfare, the County Administrator may request that the County Attorney's Office immediately file a request for an emergency injunction, or other appropriate relief, in a court of competent jurisdiction, with such filing to be subsequently ratified by the BCC.

6. The date of issuance of this permit is the **6th day of August, 2015**, and the effective date is July 23, 2015. The expiration date of this permit is July 23, 2020.

Horace Jones
County Staff Designee *(Please Print)*

Signature(s)

I acknowledge receipt of this permit on the 19 day of Nov., 2015.

Tommy G. DeVine
Property Owner(s) *[Please Print)*

Tommy Gene DeVine
Signature

EXHIBIT
tabbies
C

STATE OF FLORIDA
COUNTY OF ESCAMBIA

ANNUAL AFFIDAVIT OF COMPLIANCE

This Annual Affidavit of Compliance is made to the Escambia County Board of County Commissioners pursuant to Section 42.323 Escambia County Code of Ordinances, under oath and subject to the penalties prescribed for perjury.

I, Tommy G. Devine (name), as OWNER (title) of N/A (name of corporation), do hereby attest and affirm:

1. The property located at 4420 Devine Farm Rd. (address) is owned and operated by the above-referenced corporation as a borrow pit/resource extraction facility.

2. A summary of the operations and activities occurring on the site during the previous year is attached as Exhibit "A". 116,480 cy

3. The percentage of the usable site that has been excavated is 38 percent.

4. The estimated remaining life span for permitted activities on the site is 2 to 3 years.

5. During the previous year, the site has been operated in compliance with the owner's permits and the Escambia County Code of Ordinances, except for the following:
N/A

FURTHER AFFIANT SAYETH NAUGHT.

Dated this 19 day of Feb., 2020.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Tommy Gene DeVine
Signature

TOMMY GENE DEVINE
Printed Name

OWNER
Title

NONE
Name of Corporation

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to and subscribed before me this 18TH day of FEBRUARY, 2020, by TOMMY GENE DEVINE (name) as OWNER (title) of N/A (name of corporation), on behalf of the corporation. He/she (X) is personally known to me, or (__) has produced _____ as identification.

Notary Public State of Florida
Jeffrey Alan Simmons
My Commission GG 328058
Expires 04/25/2023

Signature of Notary Public

JEFFREY ALLAN SIMMONS
Printed Name of Notary Public

(Notary Seal)

Operational Permit: Existing Resource Extraction Facility
Borrow Pit Expansion

Project: Devine Farms Borrow Pit Expansion
Location: 4478 Devine Farms Rd
Development Review #: 2002668PSP
Property Reference #: 34-1N-31-1102-000-000
34-1N-31-1203-000-000
DSAP: Regional Employment Area

Future Land Use: MU-S
Zoning District: LDR
Flood Zone: A/X

STANDARD PROJECT CONDITIONS

1. This Resource Extraction Permit incorporates all the operational requirements, standard project conditions, and any other special project conditions stated in Site Plan Resource Extraction Development Order #2002668PSP.

2. The County Resource Extraction Permit, for approved borrow pits only, shall be valid for five years from the date of approval by the Board of County Commissioners, following approval, and may be renewed upon application by the permittee and approval by the Board of County Commissioners (BCC). As a condition of obtaining and maintaining a county Resource Extraction Permit, **a** permittee shall submit an annual affidavit on a form prepared by Escambia County that describes the scope of activities occurring on-site. The permittee shall also consent to random and periodic inspections of the site by Escambia County representatives, with such inspections to occur at a minimum of two (2) times per year.

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6. The date of issuance of this permit is the ____ day of _____, 2020, and the effective date is _____. The expiration date of this permit is _____.

_____
County Staff Designee *{Please Print)*

_____
Signature(s)

I acknowledge receipt of this permit on the _____day of _____, 2020.

_____
Property Owner(s) *[Please Print)*

_____
Signature

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18667 **Growth Management Report** **10. 1.**
BCC Regular Meeting **Action**
Meeting Date: 10/01/2020
Issue: Resolution for the LMS Plan 2020
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning Escambia County LMS Group Multi-Jurisdictional Plan Resolution Update

That the Board adopt by resolution the Escambia County Multi-Jurisdictional Local Mitigation Strategy Plan as required by FEMA to reassure them that local governments recognize and endorse the efforts of the mitigation group as a proactive step in preparing and mitigation for natural hazards at no cost to the County.

BACKGROUND:

In 2000, The Federal government passed 44 CFR 201 & 206 that required all local jurisdictions to prepare a local mitigation plan to remain eligible to apply for various FEMA managed mitigation grant programs using specific criteria developed by FEMA from the interpretation of 44 CFR 201 & 206. All local government organizations must develop an individual or "multi-jurisdictional" local mitigation plan and recognize the plan by adoption through resolution or ordinance. The adoption through resolution is a FEMA requirement that reinforces to the communities the need to recognize and endorse the efforts of the Local Mitigation Strategy Group, as a proactive step in preparing and mitigating for natural hazards.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Resolution.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Resolution has been reviewed and approved for legal sufficiency by Kerra Smith, 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 Resolution is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

Implementation of this Resolution will consist of distribution of a copy of the adopted Resolution to interested citizens and staff.

The proposed Resolution was prepared in cooperation with the Development Services Department, the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

FDEM Letter
LMS Plan
Legal Review and Draft Resolution

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Jared Moskowitz
Director

September 14, 2020

Eric Gilmore, Director
Escambia County Emergency Management
6575 North W Street
Pensacola, Florida 32505

Re: Escambia County Local Hazard Mitigation Plan Approved Pending Adoption

Dear Director Gilmore,

This is to confirm that we have completed a State review of the Escambia County Local Mitigation Strategy (LMS) update for compliance with the federal hazard mitigation planning standards contained in 44 CFR 201.6(b)-(d). Based on our review and comments, Escambia County developed and submitted all the necessary plan revisions and our staff has reviewed and approved these revisions. We have determined that the Escambia County LMS plan is compliant with federal standards, subject to formal community adoption, for the jurisdictions below:

Escambia County, Unincorporated
City of Pensacola
Town of Century
Santa Rosa Island Authority

Upon submittal of a copy of all participating jurisdictions' documentation of their adoption resolutions to our office, we will send all necessary documentation to the Federal Emergency Management Agency (FEMA) who will issue formal approval of the Escambia County LMS.

If you have any questions regarding this matter, please contact your LMS Liaison Laura Waterman at Laura.Waterman@em.myflorida.com or 850-815-4512.

Respectfully,

Miles E. Anderson

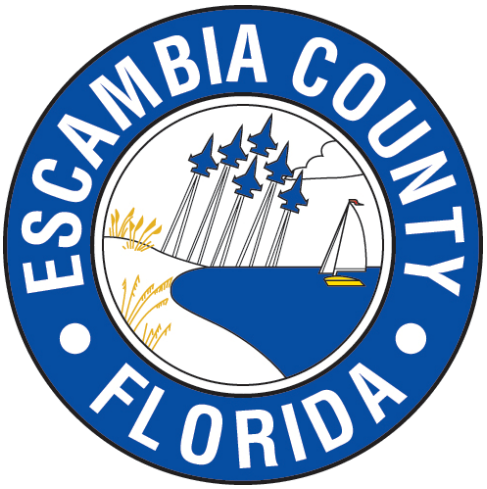
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Miles E. Anderson,
Bureau Chief, Mitigation
State Hazard Mitigation Officer

MEA/lw

Attachments: MEMORADUM: State approval of LMS plans under Program Administration by States (PAS)

cc: FEMA Region IV, Mitigation Division – Risk Analysis Branch



Local Mitigation Strategy: Multi-Jurisdictional Plan

2020

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SUMMARY OF CHANGES

The Summary of Changes will list the routine updates that will be made to the LMS Plan once it has been accepted. Changes made to the 2020 plan will be archived by Escambia County Development Services Department. This plan is a living document and can be changed at any time by the LMS Strategy Committee. Continual citizen participation and input by all interest parties is encouraged.

Change	Comments/Purpose	Date	Pages
Plan Update	Plan was updated and revised in entirety.	2020	All

EXECUTIVE SUMMARY

Escambia County is vulnerable to a variety of natural, technological, and human-caused hazards which threaten the health and wellbeing of the community, affect economic health, and pose harm to the environment. Escambia County Development Services Department has convened a group of individuals representing the county, the municipalities, and other interested parties to comprise the members of the Escambia County Local Mitigation Strategy Committee (LMS Strategy Committee) to monitor and update this continual planning process.

This document is the result of a multi-jurisdictional approach to mitigation planning. Escambia County along with its municipalities formally adopted the existing Escambia County Local Mitigation Strategy (2015) and once this revision is approved, this updated document will be presented for adoption via a new resolution.

The LMS Strategy Committee conducted research to identify the hazards threatening Escambia County in ordered to estimate risk, impacts, and potential consequences relating to public, responder safety, continuity of operations, continuity of government, property, facilities, infrastructure, environment, economic issues, and public confidence in the county. The natural hazards in the LMS are mirrored in the Comprehensive Emergency Management Plan (CEMP) for continuity and to facilitate an all-hazards approach to planning.

Proposed projects and programs intended to reduce impacts of future natural disasters are called mitigation projects. Mitigation projects are included in the project list and continue to be developed and added to the list by the LMS Strategy Committee as new hazard research is available, risk increases, and as resources and opportunities become available. Implementing the LMS will help make Escambia County more resistant to the effects of major disasters.

The LMS will continue to be updated and expanded in the future to address changing hazards, reflect the experiences of future disasters, and changes in the participating jurisdictions. The update process and future versions of the LMS will be used to inform the public and encourage other interested parties to participate more in making Escambia County resilient.

I. INTRODUCTION

Mitigation is any action taken to permanently reduce or eliminate the risk to people and their property from the effects of hazards. The Escambia County Local Mitigation Strategy attempts to reduce some of the risk associated with hazards by implementing mitigation projects within Escambia County and its municipalities. The LMS process is intended to be a framework for documenting the activities of the LMS Strategy Committee and the future mitigation activities within the County. This plan includes updated bylaws of the LMS Strategy Committee; and, the overall planning process is intended to make the LMS Strategy Committee more active in the coming years as well as find ways to further promote public participation. The LMS Strategy Committee has been established to prepare the community to be more resistant and resilient to the effects of future disasters.

A. **Purpose:**

The purpose of the LMS is to provide an on-going process that will encourage hazard mitigation efforts as part of the ongoing planning efforts of Escambia County. The LMS encourages evaluation of all hazards to evaluate vulnerabilities and develop goals, objectives, plans, programs, and projects to lessen the effects of those hazards and prioritize implementation of projects to further these goals.

a) Planning Assumptions and Considerations

It is important to note the following information regarding this document:

- The LMS is a multi-jurisdictional effort.
- County Staff is the motivating force of the LMS, with full support from all of its local jurisdictions.
- The LMS is a voluntary organization created to meet the 44 CFR 201 & 206 requirements to remain eligible for specific grant programs that require projects be coordinated through an established LMS Committee.
- 44 CFR 201 & 206 requires adoption of the LMS Plan by the respective local jurisdictions either through resolution or ordinance.
- The LMS created this document to satisfy State Disaster Administrative requirements that enforce the Federal requirements found in 44 CFR 201 & 206
- Flood Insurance Rate Maps are based upon formal studies coordinated by FEMA.
- Storm Surge Maps are based upon formal studies by the National Hurricane Center.
- Other hazard zone maps are created using historical data, potential risks, and professional opinions and are not based upon scientific studies or evaluation.
- The LMS has no regulatory authority.
- The LMS is not a capital improvement committee or funding source.
- The LMS has not been commissioned by the Board of County Commissioners (BCC).

B. **Planning Process:**

The LMS Strategy Committee is made up of representatives from Escambia County governmental agencies, incorporated municipalities, organizations and associations representing key business

industry, community interest groups, other governmental entities, and non-profit or faith-based groups. Interested citizens are always welcome and encouraged to become involved in the process. Prior planning processes and documentation related to this document can be found in Appendix I-S: Archived Documentation in the Prior Planning Processes folder.

The Escambia County LMS Strategy Committee by-laws are located in Appendix II of this document and were updated in this planning process.

The LMS Strategy Committee encourages involvement in the mitigation planning process by each jurisdiction in Escambia County. Jurisdictions are encouraged to identify others that should be participating on the LMS Strategy Committee. Annual meetings are held in October of each year for the purpose of preparing the annual update to be submitted.

Our current LMS Members, participants, and attendees utilized the FEMA Local Mitigation Planning Handbook (March 2013), to review this Plan to determine what updates are required to meet the Federal and State LMS Plan guidelines. Participation for each meeting including a list of attendees and meeting minutes are maintained and may be found in Appendix I-R.

a) Reviewing the Plan and Resources

To begin the updated process, the LMS Board, as established by the LMS Committee By-Laws in Appendix II, engaged the Planning/Plan Review Technical Support Group (TSG) to coordinate the plan review and updates. The Planning/Plan Review TSG identified the requirements and established task timelines. To expedite the plan review process, the Planning/Plan Review TSG reorganized the current plan. The Plan was sent to the Project Review and Ranking TSG, the Hazard Assessment TSG, and the Public Awareness TSG to conduct a comprehensive review and evaluation of their sections of the plan. The recommended updates resulting from the initial TSG reviews and evaluations were compiled and submitted to the LMS Members and Board for final review, evaluation, and update by the Planning Committee.

b) Establish the Planning Area

The LMS document is a multi-jurisdictional document and has always included all local jurisdictions. Escambia County continues with the multi-jurisdictional approach to meet the Federal requirements found in 44CFR 201 & 206 and the Community Rating System (CRS). All County and regional government agencies within Escambia County participated in the plan review and update process. The jurisdictions included for plan adoption and their LMS plan review representative are as follows:

- Timothy R. Day, Senior Manager, Natural Resources Management Department, Escambia County
- Bill Weeks, Inspections Services Administrator, City of Pensacola (City)
- Debbie Nickles, Town of Century (Town), Town Planner
- Paolo Ghio, Santa Rosa Island Authority (SRIA), Director of Developmental Services

c) Building the Planning Team

The LMS has continued to send out annual written invitations to everyone who may have a stake in the plan update process and continues to include any additional people or groups as

needed and identified, as required by Florida Administrative Rule 9G-22-004. In addition to notifying individuals, agencies, and governments listed on the current LMS Contact List, public notices were published prior to all plan update meetings, including all TSG plan review meetings, to encourage participation from all potential stakeholders, including other government agencies, public and private for profit and not-for profit organizations, neighboring communities, local and regional agencies involved with hazard mitigation, agencies that have the authority to regulate development, businesses, academia, and others.

d) Reviewing the Outreach Strategy

Public participation has always been a challenge addressed by the LMS Board on a continuous basis. The Planning/Plan Review TSG coordinated with the Public Awareness TSG to conduct an outreach project within the community to obtain input from all sections of the public before the plan was updated. During the initial development of the LMS, communication outreach via a survey was sent to over 650 public contacts that included business owners, property owners, tenants, civic groups, non-profit organizations, major employers, and contractors. The information gathered from the 420 survey responders was presented to the LMS Board, LMS Members, and the Planning Committee for consideration, analysis and implementation during the plan review process. The survey tool and responses can be found in Appendix I-I.

e) Review of Community Capabilities and Incorporation of Existing Plans

The LMS Boards' understanding of the varying needs and available resources between each jurisdiction, made sure that each of the four jurisdictions within the County was adequately represented on the Planning Committee. Planning Committee members from each jurisdiction reviewed their existing plans, studies, reports, and technical information, as well as the TSGs' plan update recommendations prior to each planning meeting to provide the foundation necessary to identify any additional planning and regulatory requirements. Escambia County communities currently have several existing programs and plans related to hazard mitigation and post-disaster redevelopment as listed in Appendix I-E of this Plan which includes but is not limited to:

- City of Pensacola Post-Disaster Redevelopment Plan (PDRP) – The PDRP was utilized to identify potential mitigation strategies for planning future development.
- Escambia County Comprehensive Emergency Management Plan (CEMP) - The CEMP was used to help identify the pertinent hazards for the LMS risk assessment.
- Escambia County PDRP – The PDRP was utilized to identify potential mitigation strategies for planning future development.
- Escambia County Flood Warning Plan – The Flood Warning Plan provided flood hazard information relevant to the identification and vulnerability of flooding within the County.
- Perdido Key Neighborhood Plan- This plan defines goals, objectives, and policies, which includes: land use, hurricane evacuation, transportation, and signage information related to the development and mitigation of Perdido Key.
- Escambia County School District Enhanced Hurricane Protection Plan – Defines the criteria for enhanced hurricane protection areas (EHPA).

- Town of Century Comprehensive Plan- The Comprehensive Plan was used to determine the direction of future growth, goals, and objectives of the Town of Century.

Appendix I-E is updated as policies and plans are revised and/or new policies and plans are added.

f) Review of Risk Assessment

The Hazard Assessment TSG, with input from all participating jurisdictions and Emergency Management, analyzed and updated the status on all known hazards within the County. The Planning Committee agreed to include maps for each jurisdiction addressing repetitive loss property areas in the Plan. The Planning Committee also agreed to incorporate language addressing flood levels, warnings, and emergency information in the plan update.

g) Updating the Mitigation Strategy

The LMS Planning Committee conducted a formal review of the LMS plan. Multiple advertised public meetings were held as part of the LMS Plan review and update. On a routine basis, after natural disaster events or when deemed appropriate by the LMS Board, the LMS Planning Committee will meet to update and revise the LMS Plan as needed. The criteria used to evaluate the LMS document and activities will include, but are not limited to the following:

- Federal and/or State Requirements
- Changes in development trends and land use that could affect infrastructure (water, sewer, storm water, roads, traffic, etcetera)
- Storms or other natural processes that have altered Escambia County's hazard areas (wind damage, flooding, erosion, etcetera)
- Completion of existing mitigation projects and introduction of new goals
- Changes in policy, procedure or code
- Changes in building codes and practices
- Review of legislative action that could affect funding of mitigation efforts
- Changes in Flood Insurance Rate Maps, National Flood Insurance Program, etc.

C. **Participating Organizations:**

Escambia County encourages participation from all of its jurisdictions and enables any entity within the jurisdictions or unincorporated county to be involved in the planning effort. Those involved in the process include: City of Pensacola, Escambia County, Santa Rosa Island Authority (SRIA), and the Town of Century.

This is the inclusive list of all jurisdictions that must approve the LMS as a multi-jurisdictional plan. Each jurisdiction is responsible for actual implementation of the plan within their boundaries and ensuring that their projects meets the needs of the communities. Participation will be identified by attendance at meetings, both in person and virtual, and active involvement in the process. These are the same jurisdictions that were involved in the 2015 plan. The desire of this plan is to foster further participation from all municipalities and to meet on a more consistent basis in the future.

The LMS Strategy Committee has had participation from all remaining jurisdictions due to contact with each entity by members of the Escambia County Development Services Department to

obtain updated information for the LMS Update. Email meeting notices are sent to any and all interested parties both within and outside of Escambia County to encourage participation.

In January of 2015, the LMS Board identified the areas of expertise that was required for the plan update process and established the Planning Committee of the following members:

- Harry T. Gibson, CFM, CRS Coordinator – (Escambia County)
- Johnathan Bilby, CRS Coordinator, (City of Pensacola)
- Trudy O' Brien, County Media Relations (CMR) –(Private Not-for-Profit)
- Debbie Nickles, Planning-Code Officials –(Town of Century)
- Juan C. Lemos, CFM, Senior Planner, (Escambia County)
- Mary Lynn Williams, Private Participation –(Private Not-for-Profit)
- Timothy R. Day, Natural Resources –(Escambia County)
- Brad Hattaway, Emergency Management –(Escambia County)
- Paolo Ghio, Property Protection –(Santa Rosa Island Authority)
- Johnathan Bilby, Flood Control –(City of Pensacola)

The recommended updates resulting from the initial TSG reviews and evaluations were reviewed, evaluated and updated by the Planning Committee. Individual meetings were scheduled for each of the following steps:

- Reviewing and Assessing the Identified Hazards
- Reviewing and Assessing the Problems
- Reviewing Goals and Objects
- Reviewing Possible Activities/Projects
- Updating the Plan

D. **Public Participation:**

The LMS Strategy Committee has benefited from the assistance and support of its many members and support staff and intends to continue its efforts to engage more members of the community in the planning process, including more representatives of the private sector. The public will have additional opportunities to provide input on this updated LMS Plan, such as through the Escambia County website and municipal meetings where the plan will be formally adopted by resolution within each Escambia County community. A copy of the Local Mitigation Strategy for Escambia County is available on the county website at: https://myescambia.com/our-services/development-services/planning-zoning/local-mitigation-strategy.
This webpage also provides other mitigation information to the public along with a contact link back to the Escambia County Development Services Department.

The LMS Strategy Committee welcomes public input and encourages participation through legal notices of upcoming public meetings. Future meetings which may be conducted utilized web conferencing will also include a gathering at the Emergency Operations Center for interested parties to attend, listen, and participate in the planning process. Once the updated plan is posted on the website, opportunity for public comment and input will be available prior to adoption.

Public input during held meetings is captured within the meeting minutes (Appendix I-R). Comments are addressed by the Committee for incorporation into the document. As noted, public input options are available via the County website, however, no comments were received for the 2020 submission.

Once the plan is adopted, it will remain on the website, available for public comment and input in an ongoing process. In addition to this planning process, many of the jurisdictions maintain their own efforts to inform the public about potential hazards, hazard mitigation, and this planning process. Escambia County and the LMS Strategy Committee will continue efforts to develop a more robust planning process and encourage more participation and involvement from the jurisdictions, interested parties, and the public.

E. **Update Process:**

During the 2020 Escambia County LMS Update, the LMS Strategy Committee took the following actions:

- In 2016, 2017, 2018, 2019 and 2020 quarterly meetings of the LMS Strategy Committees were noticed to the public and held with attendance and meeting minutes provided to document the process.
- In May 2020, Escambia County hired a consultant to assist in the 5-year update process.
- The plan was reviewed and rewritten to be compliant with the most current Florida Local Mitigation Strategy Crosswalk and the Disaster Mitigation Act of 2000.
- The General Section include the Introduction, purpose, and planning process and was revised to reflect the current approach.
- The Hazard Identification and Vulnerability Assessment was reviewed for applicable hazards as well as consistency with the Escambia County Comprehensive Emergency Management Plan (CEMP) and also include societal and technological hazards.
- Mitigation Goals Section includes the goals, projects list, National Flood Insurance (NFIP) and Community Rating System (CRS) and was updated to reflect the current list, current NFIP and CRS information.
- Plan Maintenance Section include monitoring and evaluation; the update process; and process for project implementation and was updated to reflect the current approach.
- LMS Strategy Committee By-Laws Appendices contains the policies of the LMS Strategy Committee and was updated to include the current practices.

The Draft Plan was provided to the LMS Strategy Committee for their review and comment. Another meeting will be conducted to review the Final Draft and approve all changes. The LMS Strategy Committee will continue to solicit input from anyone who may have an interest in the process and include any additional parties as needed as required by Florida Administrative Code 27P-22.

As with the 2015 LMS update, the 2020 LMS goals, objectives, and priorities remain unchanged and continue to guide this document as is consistent with the County goals and priorities.

II. HAZARD IDENTIFICATION AND VULNERABILITY ASSESSMENT

A. Introduction:

The purpose of the hazard identification and vulnerability assessment is to use best available information and technology to identify and evaluate potential hazard risks facing Escambia County, as well as provide the factual basis for mitigation activities proposed in Escambia County's LMS that aim to reduce those risks. The vulnerability assessment provides for the identification and analysis of known hazards that may threaten life and property across the entire planning area. It also includes the results of a multi-jurisdictional vulnerability assessment conducted for each of Escambia County's municipal jurisdictions to determine where locally specific risks vary from those facing the rest of the county.

Escambia County is vulnerable to a wide range of hazards that threaten life and property. FEMA's current regulations and guidance under the Disaster Mitigation Act of 2000 (DMA 2000) require, at a minimum, an evaluation of a full range of natural hazards. The Hazards within the Escambia County LMS are broken up into two main hazard types:

- Natural Hazards - Are threats of a naturally occurring event will have a negative effect on life, property and the environment.
- Societal Hazards - are hazards that are created by humans or hazards that directly impact humans by means other than a natural or technological incident.
- Technological Hazards - Include those that are caused by man-made technological advancements, although some can be a result of natural hazards in specific circumstances.

a) Geographic Information

Escambia County is the western most county in the panhandle of Florida and is bordered on the west and north by the State of Alabama, on the east by Santa Rosa County, and on the south by the Gulf of Mexico. Escambia County contains 662 square miles of land area, with some 213 square miles of surface water jurisdiction, which totals 876 square miles overall. The physical topography of the land can be divided into two groups: coastal lowlands and western highlands. The coastal lowlands consist of a series of broad, nearly level, marine terraces extending several miles inland from the coast to a near elevation of 100 feet. The western highlands with elevations above 100 feet include gently sloping to strongly sloping series of hills and valleys beginning approximately 10 miles north of Pensacola. The County's elevation ranges from sea level to 200 feet above sea level in the northern part of the County with an average elevation of 69 feet above sea level.

Industrial and commercial land use is primarily located in the southern portion of Escambia County. Residential areas surround the commercial and industrial areas in the County. Agricultural land uses occur primarily in northern sections of the county. The tourist-related development is occurring in the south and southwest areas of the county primarily on the barrier islands. Development in areas subject to tides (i.e., storm flooding) is systematic and regulated. Most critical care and response facilities are located well above any flood-prone or coastal high-hazard area. A future land use map for Escambia County, the Town of Century,

City of Pensacola, and Santa Rosa Island Authority-Pensacola Beach can be found in Appendix I-H.

b) Socioeconomic Information

Escambia County is Florida's 19th most populous county, with approximately 318,316 residents or 1.5% of Florida's overall population. According to the 2018/2019 U.S. Census population estimates, the County contains two (2) municipalities; Century, a small town in the northeastern portion of the County with a population of 1,817; and the City of Pensacola located in the southeastern portion of the County with a population of 52,975. There are approximately 263,524 people residing in the unincorporated areas of the County.[1]

It is estimated that the tourist population in Escambia County would increase the daily population during the tourist season by 33,000 persons. The greatest concentration of tourists can be found on the barrier islands of Pensacola Beach and Perdido Key.

Population density is 453.4 persons per square mile and distribution tends to be concentrated toward the urbanized metropolitan area of Pensacola. The 2019 U.S. Census estimated the average household size to be 2.47 persons. U.S. Census estimates reveal a relatively normal distribution by age with the medium age being 37.3.

As of the 2019 estimates, there are 143,228 housing units in the County. Approximately 61.1% of the housing units are owner occupied with a median value of $133,600. The per capita income of the county in 2018 was estimated at $26,730.

Escambia County's migrant population is near zero according to the County's Agriculture Extension office. There are no commercial nurseries, commercial agriculture, or any other agriculture businesses that require migrant workers in relation to the rest of the State of Florida. The non-English speaking population is minimal in comparison to the County's population and experiences in most of Central and South Florida. The transient and homeless populations, as defined by the Department of Housing and Urban Development (HUD), were estimated at 513 persons in 2019.[2]

In 2018, the Census Bureau reported approximately 29,821 business operations with and without employees in Escambia County. According to the Florida Profile for Escambia County, the local unemployment rate averaged 3.7% in 2018, which is comparable to the state-wide rate of 3.7%.

According to the Census Bureau American Community Survey (ACS) 1-Year Estimates, the most common employment sectors for those who live in Escambia County, FL, are Retail Trade (16.7%), Health Care & Social Assistance (14.9%), and Accommodation & Food Services (11%).[3]

B. Initial Hazard Identification

The potential hazards that may affect the residents and visitors to Escambia County are reviewed on a regular basis. Each jurisdiction will be addressed individually however we begin with a

[1] US Census – Escambia County QuickFacts https://www.census.gov/quickfacts/escambiacountyflorida
[2] https://www.myflfamilies.com/service-programs/homelessness/publications.shtml
[3] https://datausa.io/profile/geo/escambia-county-fl

general overview at the county level of each of the hazards. This plan is in line with FEMA's guidance by focusing on hazards that directly affect Escambia County.

Each of the initially identified hazards were studied for their potential impact on Escambia County as well as in terms of the availability of hazard mitigation strategies to reduce that impact. Best available data on historical occurrences, the geographic location, and extent, as well as the probability of future occurrences, were collected and reviewed as part of the hazard identification process in the following sections.

The table below lists the range of hazards identified in this risk assessment:

Type	Hazard	Hazard-Specific Effects
Natural	Drought	Extreme Temperatures
Natural	Flooding	
Natural	Storm Surge	Flooding; Erosion
Natural	Tsunami	Flooding
Natural	Hail	
Natural	Extreme Heat	Drought
Natural	Tropical Cyclone Events	Hurricanes; Tropical Storms; High Winds; Flood; Storm Surge; Tsunami; Tornadoes
Natural	Thunderstorms/Wind/Lightning	Wildfire; Structural Fire
Natural	Sinkholes/Subsidence	
Natural	Earthquakes	Tsunami
Natural	Tornadoes and Waterspouts	High Winds
Natural	Wildland Fire/Wildfire	Structural Fire
Natural	Erosion	
Natural	Winter Storm/Freeze	
Natural/Societal	Epidemic/Pandemic	Mass Casualty/Fatality
Natural/Tech/Soc.	Structural Fire	
Technological	Dam/Levee Failure	Flooding
Technological	Hazardous Materials	Fixed Facilities; Transportation; Radiological Release; Biological; Coastal Spill/Release
Technological	Coastal Oil Spill/Release	
Technological	Cyberterrorism	Critical Infrastructure Disruption
Technological	Terrorism	Mass Casualty/Fatality
Technological	Prolonged Utility/Communications Failure	Critical Infrastructure Disruption
Societal	Civil Disorder/Disturbance	
Societal	Mass Casualty	

Table 1: Hazard Identification by Type

Some hazards are not listed due to the geographic location and characteristics of the planning area, and are not relevant to Escambia County and the participating jurisdictions, i.e. volcanoes. There are no volcanoes in the Southeast United States that would impact Escambia County.

C. Probability Summary:

Each hazard is described and ranked based on relative risk using probability and severity as the identified measures.

Probability based on historical information and takes into account the likelihood that Escambia County will see an impact by the hazard within a given period of time.

- **N = None:** No previous occurrence and considered no threat
- **L = Low:** Some potential every 16 years or more
- **M = Moderate:** Potential occurrence every 3 to 15 years
- **H = High:** Potential to exist every 1 to 2 years

Based on the history of the hazards occurring and all available information, a summary of probabilities table has been created to determine then likelihood of a hazard occurring within a certain number of years. It is important to note that a hazard with a low probability of occurring can be just as severe as one with a high probability of occurring.

Table 2 on the following page indicates the hazards identified in this plan and their potential hazard risk based on the likelihood of an incident occurring within the probability summary listed above.

Table 3 on the following page indicated the potential impact a hazard may have based on the following criteria:

- N = None: No impact expected
- L = Low: Special portions of the population affected; day to day operations not affected; minor cosmetic damage to structures possible
- M = Moderate: Approximately 50% of population affected; mobile homes and poorly built or maintained structures impacted
- H = High: Significant portions of the population impacted; major damage to old, poorly maintained mobile home structures; some damage to structures built to recently approved building code

Table 2: Potential Hazard Risk to Locality

	Drought	Flooding	Hail	Excessive Heat	Hurricane/Tropical Cyclone Events	Storm Surge	Thunderstorm Lightning/Wind	Sinkholes	Earthquakes	Tsunamis	Tornadoes/ Waterspouts	Wildfire	Erosion	Winter Storm Freeze	Dam/Levee Failure	Structural Fire	Hazardous Materials	Coastal Oil Spill	Epidemic/ Pandemic	Civil Disorder/ Disturbance	Terrorism	Cyberattack/ Cyberterrorism	Mass Casualty	Prolonged Utility/ Comms. Failure
Escambia County	M	M	H	M	H	H	H	N	L	L	L	M	L	M	L	L	L	L	M	L	L	H	L	M
City of Pensacola	L	M	M	M	H	H	H	N	L	L	L	N	L	M	L	L	L	L	M	L	L	H	L	M
Santa Rosa Island Authority	L	M	M	M	H	H	H	N	L	L	L	N	H	M	L	L	L	L	M	L	L	H	L	M
Town of Century	L	M	M	M	H	L	H	N	L	N	L	L	L	M	L	L	L	N	M	L	L	H	L	M

Table 3: Potential Hazard Impact to Locality

	Drought	Flooding	Hail	Excessive Heat	Hurricane/Tropical Cyclone Events	Storm Surge	Thunderstorm Lightning/Wind	Sinkholes	Earthquakes	Tsunamis	Tornadoes/ Waterspouts	Wildfire	Erosion	Winter Storm Freeze	Dam/Levee Failure	Structural Fire	Hazardous Materials	Coastal Oil Spill	Epidemic/ Pandemic	Civil Disorder/ Disturbance	Terrorism	Cyberattack/ Cyberterrorism	Mass Casualty	Prolonged Utility/ Comms. Failure
Escambia County	M	H	M	M	H	H	H	L	L	L	L	M	L	M	L	L	L	L	M	L	L	L	L	H
City of Pensacola	L	H	L	M	H	H	H	L	L	L	L	L	L	M	L	L	L	L	M	L	L	L	L	H
Santa Rosa Island Authority	L	H	L	M	H	H	H	L	L	L	L	L	M	M	L	L	L	L	M	L	L	L	L	H
Town of Century	L	H	L	M	H	L	H	L	L	L	L	L	L	M	L	L	L	L	M	L	L	L	L	H

D. **Hazard Profiles:**

a) Hurricane/Tropical Storm (Tropical Cyclone Events)

1) Description

A hurricane is a tropical cyclone, which is a rapidly rotating storm system characterized by a low-pressure center, a closed low-level atmospheric circulation, strong winds, and a spiral arrangement of thunderstorms that produce heavy rain or squalls.

Tropical cyclones are classified as follows:

- Tropical Depression - An organized system of clouds and thunderstorms with a defined surface circulation and maximum sustained winds of 38 mph or less
- Tropical Storm - An organized system of strong thunderstorms with a defined surface circulation and maximum sustained winds of 39-73 mph
- Hurricane - An intense tropical weather system of strong thunderstorms with a well-defined surface circulation and maximum sustained winds of 74 mph or higher

Hurricanes, tropical depressions, and tropical storms have long affected Florida because of its location. As a narrow peninsula between two warm bodies of water, Florida is regularly affected by hurricanes. The greatest threats to Escambia County posed by a hurricane are storm surge, wind damage, and inland flooding. Wind damage from the storm itself is related to wind speed and the accompanying "pressure" that is exerted on structures. When the wind speed doubles, four times more force is exerted on structures. Wind damage can also be caused by hurricane-spawned tornadoes, which can be more destructive than the hurricane itself. Damage can also be caused by wind-borne debris and flood conditions.

2) Location and Extent

Escambia County is susceptible to direct impacts from major hurricanes. A major hurricane is classified as a tropical cyclone with maximum sustained winds of 111 mph (96 knots) or higher, corresponding to a Category 3, 4, or 5 on the Saffir-Simpson Hurricane Wind Scale.

The intensity of hurricanes is measured by the Saffir-Simpson scale, with sustained wind speeds (measured in miles per hour) to measure the extent of a tropical storm or depression. Once a tropical storm reaches wind speeds of 74 miles per hour or greater, it is then classified as a Category 1 hurricane. It is important to note that in 2010, the National Weather Service and National Hurricane Center have changed its criteria by no longer correlating wind speed with storm surge height. No two storms are the same and less intense storms could in fact created storm surge that is comparable to stronger storms.

Typical damage by hurricane category can been seen in the following table.

Table 4: Saffir-Simpson Scale and Typical Damage[4]

Scale	Wind Speed	Typical Damage
Category 1	74-95 mph	Well-constructed frame homes could have damage to roof, shingles, vinyl siding, and gutters. Large branches of trees will snap and shallowly rooted trees may be toppled. Extensive damage to power lines and poles likely will result in power outages that could last a few to several days.
Category 2	96-110 mph	Well-constructed frame homes could sustain major roof and siding damage. Many shallowly rooted trees will be snapped or uprooted and block numerous roads. Near-total power loss is expected with outages that could last from several days to weeks.
Category 3	111-129 mph	Well-built framed homes may incur major damage or removal of roof decking and gable ends. Many trees will be snapped or uprooted, blocking numerous roads. Electricity and water will be unavailable for several days to weeks after the storm passes.
Category 4	130-156 mph	Well-built framed homes can sustain severe damage with loss of most of the roof structure and/or some exterior walls. Most trees will be snapped or uprooted and power poles downed. Fallen trees and power poles will isolate residential areas. Power outages will last weeks to possibly months. Most of the area will be uninhabitable for weeks or months.
Category 5	≥157 mph	A high percentage of framed homes will be destroyed, with total roof failure and wall collapse. Fallen trees and power poles will isolate residential areas. Power outages will last for weeks to possibly months. Most of the area will be uninhabitable for weeks or months.

3) Previous Occurrences

Between 1851 and 2019, Escambia County has been struck directly by 8 hurricanes, 3 of them being major. During the same time period, 16 tropical storms and 6 tropical depressions also directly impacted the County. In total, 49 tropical cyclone events have been recorded striking within 10 miles of Escambia County from 1851 and 2019 (Figure 1). Six of those events have been major hurricanes.

Between 1851 and 2018, in Florida, 112 hurricanes have directly impacted the state of Florida. The total number of major hurricanes, Category 3 or above, between 1851 and 2019, reached 55, resulting in incalculable damages and loss of life. Flooding that occurred from Tropical Storm Fay is discussed in the flooding hazard section and no other significant tropical cyclone hazards have occurred since. The following storms are a few of the more notable events that have impacted Escambia County, based on available information:

- Hurricane Frederic, 1979: This storm brushed by Pensacola and Escambia County making landfall in Pascagoula, Mississippi, but not without impacting Perdido Key, Escambia County with a 10 to 15-foot storm surge and heavy

[4] https://www.nhc.noaa.gov/aboutsshws.php

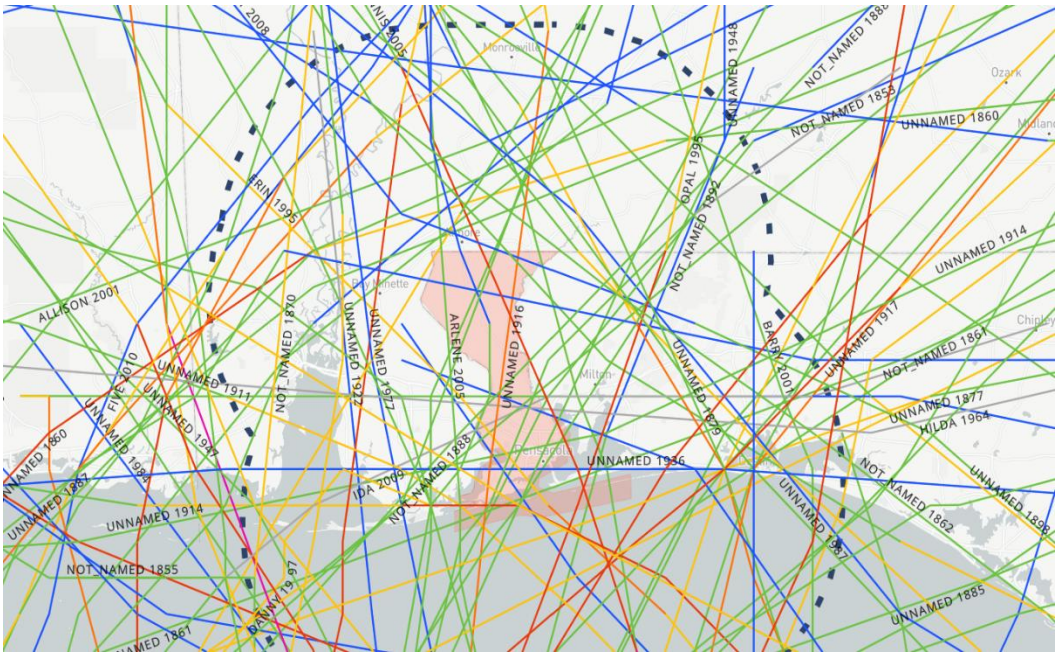
winds. This storm resulted in the beginning of Escambia County's repetitive loss property list under the NFIP, with numerous properties sustaining flood damage.

- Hurricane Erin, 1995: The 15th costliest storm to date, which brought 85 mph winds. Erin came ashore east of Pensacola as a Category 2 storm. This storm caused damage to homes and businesses throughout the County and City of Pensacola, with the most significant damage on Pensacola Beach and Perdido Key with homes severely damaged and roads covered in sand. This storm produced a lot of debris with hundreds of downed trees all over the county. In addition, debris from damaged homes and business contributed to the debris collected after this storm. Over 600 structures in the City sustained some type of minor damage from Hurricane Erin. Major damage was sustained by 88 structures: 63 single-family dwellings; 11 commercial structures; 10 apartment units, and 4 government buildings. Toppled trees damaged single-family structures, while the damage to the commercial structures and governmental buildings was primarily caused by high winds. In total, approximately 593 single family dwelling structures sustained some type of damage from Hurricane Erin, or almost 2.9% of the City's approximately 20,000 single-family structures.
- Hurricane Opal, 1995: The 4th costliest storm to date, struck Pensacola in the aftermath of Erin. This storm came ashore as a Category 3 with 125-mph winds. Inland portions of the County saw anywhere between 6 and 15.45 inches of rain causing severe inland flooding and forcing the Escambia and Perdido rivers out of their banks. Structures located on barrier islands and along area bays and bayous generally receive the highest percentage of damage from high winds and tidal surges. Coming ashore east of the City of Pensacola, Hurricane Opal devastated the coastal barrier islands of Escambia, Santa Rosa, Okaloosa, Walton, and Bay counties. Damages from Hurricane Opal were mainly the result of tidal surges, ranging from six feet in Pensacola to twenty feet in shoreline communities east of Pensacola. Over 1,000 structures sustained damage on Pensacola Beach during Hurricane Opal. This storm was estimated to be a 12-year rainfall storm event.
- Hurricane Ivan, 2004: Made landfall just west of Gulf Shores, Alabama as a Category 3 hurricane, putting Escambia County in the worst part of the storm. In general, rainfall amounts were 3 to 7-inches, with one report of 15.75" at the WEAR TV station. Storm surge was estimated to be 10-15' with wave action on top of the surge in many areas. This storm caused significant damage to the community, most severely in the Category 3 storm surge area of the County with homes being completely stripped from their foundations. The I-10 Bridge over Escambia Bay between Santa Rosa and Escambia County had numerous sections of the bridge damaged or destroyed as a result of the storm surge. There were approximately 1,020 homes and businesses destroyed, another 1,346 with major damage, and 292 with minor damage.
- Hurricane Dennis, 2005: Made landfall on Santa Rosa Island, between Navarre Beach and Gulf Breeze as a Category 3 storm. Dennis brought 6 to 7-foot storm surge and produced approximately 3 to 5-inches of rainfall. The storm caused moderate damage to the community.

- Hurricane Gustav, 2008: Brushed by Escambia County on its way to Louisiana. Though no significant rainfall was produced, storm surge from 3-5' did impact our coastal areas and cause a few condominiums to flood on Pensacola Beach. Winds were slightly gusty, but no significant gusts reports. However, the beaches were severe impacted by heavy wave action on top of the surge causing approximately $11.75 million in beach erosion damage. Otherwise, impacts were minimal.
- Hurricane Ida, 2009: Became extra-tropical as it made landfall in east Baldwin County, Alabama and moved northeast through Escambia County. Impacts and damages were contained to significant beach erosion.

  The Figure below shows all the hurricane paths that have come within 50 miles of Escambia County from 1851 through 2017.

Figure 1: Hurricane Paths in Escambia County and northern Florida, (1851 – 2018)[5]



Between 2010 and 2018 there have been no tropical events that have caused any significant threat or impacts to Escambia County.

4) Probability of Future Events

Escambia County has a long history of tropical storm and hurricane impacts dating as far back as 1559 when the Spanish attempted to first settle in Pensacola. As a result of the County's geographical location and historical events, the National Oceanic and Atmospheric Administration (NOAA) has probability (or return period) of being impacted by a hurricane as once in every 8 to 11 years. The return period for a major hurricane is approximately every 23 to 32 years.[6]

[5] NOAA Coastal Services Center

[6] https://www.noaa.gov/stories/what-are-chances-hurricane-will-hit-my-home

Statistically, the county is brushed or hit every 2.24 years by a hurricane or tropical storm.[7] The following figures illustrate the calculated NOAA hurricane return periods.

Figure 2: Return Period for a Hurricane (Winds 74 mph or Higher)

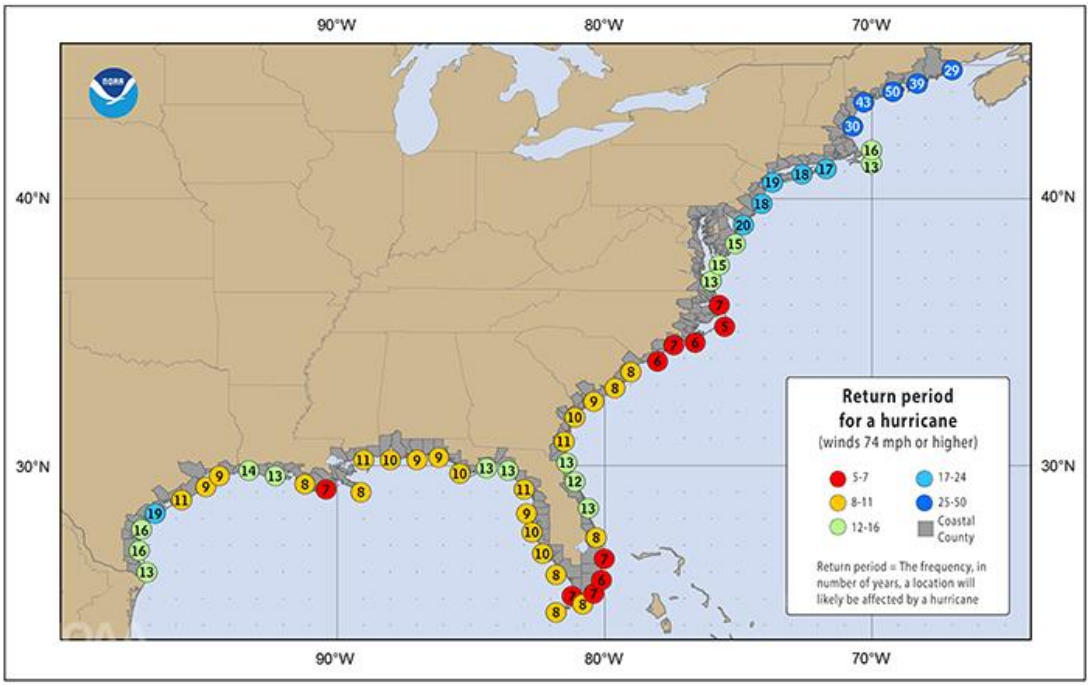
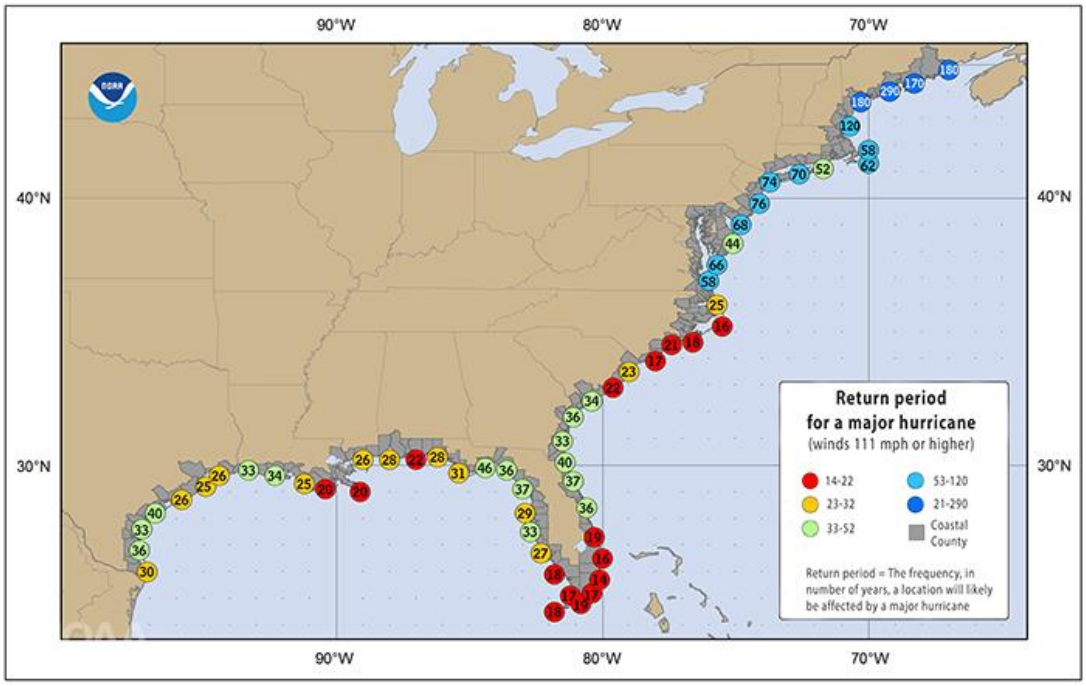


Figure 3: Return Period for a Major Hurricane (Winds 111 mph or Higher)



[7] http://www.hurricanecity.com/city/pensacola.htm (Accessed: June 1, 2020)

5) Vulnerability and Risk Assessment

Escambia County is considered highly vulnerable to hurricanes due to existing development patterns, coastal population, and its history of events. The number of people affected by hurricanes and tropical storms is significant, the economic costs are high, the likelihood of hurricanes and tropical storms is moderate to high, and vulnerability is high. All buildings and infrastructure in the County are vulnerable to hurricanes and tropical storms.

Hurricanes combine multiple natural hazards in the form of high sustained winds, tornados, heavy rains, and storm surge. Along the Gulf coast, including bays and bayous, significant property damage is expected from storm surge caused by these events. Storm surge is the rise of sea level coupled with wind driven waves. The more intense the hurricane, the more perpendicular its tract to the shoreline, and proximity of the eye of the hurricane (particularly to the west) will result in significantly higher destruction by the associated natural hazards.

Heavy rains and flooding compound damages caused by storm surge and high winds. While rainfall does not normally require the emergency evacuation of large numbers of residents during the passage of a hurricane and flooding associated with storm surge, rainfall does have the potential to slow traffic, overtax stormwater drainage systems, and hamper evacuation routes which may lead to a reduction of the total hours available for overall evacuation efforts.

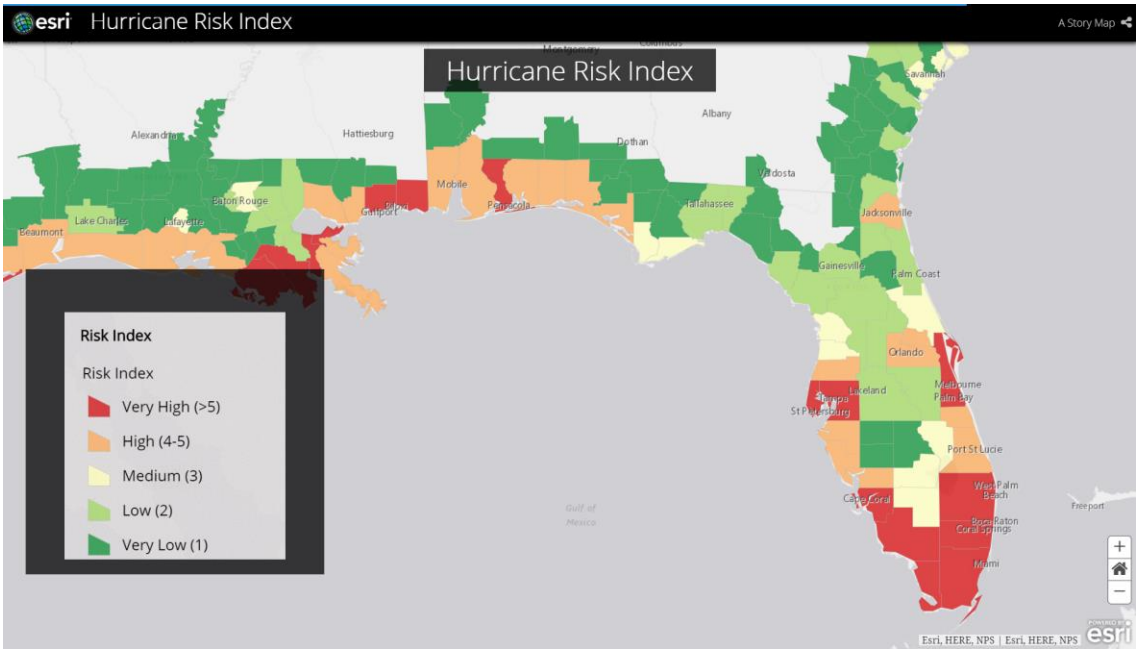
Flooding is a major threat to areas well inland of the hurricane impacts that require evacuation. The potential wind and flood damage from a Category 5 hurricane could result in millions of dollars in damages to homes, businesses, employers, and public service providers and displace tens of thousands of residents. The population living in evacuation zones 1-4 totals is approximately 12% of the County’s population, excluding the mobile home population elsewhere in the County.

Structures located on barrier islands, low lying areas such as downtown Pensacola and the southwest portion of the County, taller structures, and mobile homes are at an increased risk of damage from these forces. Based on anticipated impacts from a tropical storm or hurricane, evacuation orders are issued for residents on barrier islands and low-lying areas within predicted storm surge areas.

There is in excess of 10,000 mobile homes in the County and all mobile home residents are included in any evacuation orders associated with a Tropical Storm or Hurricane.

It is difficult to determine risk levels at the local level for hurricanes. Regional and national risk can be estimated based on historical events and climate data. The following figure identifies the county in a very high-risk zone for hurricanes.

Figure 4: Hurricane Risk Index[8]



For a tropical cyclone event, coastal and the inland areas near the coast will be most vulnerable to wind. These areas include the City of Pensacola, Santa Rosa Island Authority, and the coastal areas of Unincorporated Escambia County, which includes Perdido Key. The Town of Century, being an hour inland, would experience much less of a wind impact from a small event as the storm moves inland and loses strength. However, with a very large Category 3, 4, or 5 storm, Century would be susceptible to the impacts from wind.

It is difficult to predict the risk to a specific area from a tropical cyclone event due to varying conditions of a storm. However, to achieve consistency in the information provided to the community and to minimize confusion, the County has mapped the wind hazards by utilizing the Florida Building Code Wind Zones.

Escambia County building code identifies wind zones within the County based on the distance from the coastline[9]. Escambia has designed a wind load building code map that identifies various wind zones for building wind-load requirements from 140 mph zones on the coast to 120 mph zones where the Town of Century is located. The City of Pensacola and barrier islands all fall within the 140 mph zones, and all areas fall within the impact protection requirements.

This Building Code map tries to incorporate the concept that a storm will weaken as it moves inland, as well as indirectly, and maybe inadvertently characterizing the wind risk for the County. And as such, the LMS decided to minimize potential confusion by

[8] https://arcg.is/C4TnL ESRI Hurricane Risk Index
[9] https://library.municode.com/fl/escambia_county/codes/code_of_ordinances

incorporating this map for our wind zone hazard map. This map can be found in Appendix I-F, Map 10.

b) Storm Surge

1) Description

Storm surge is an abnormal rise of water generated by a storm, over and above the predicted astronomical tide. Storm surge has the potential to impact the coastal and riverine areas of the county as a result of the storm surge being pushed into the bays, bayous, and riverine areas from conditions of a significant tropical event.

2) Location and Extent

Coastal storm surge can be expected with any tropical event, including low category storms. All coastal locations are susceptible to storm surge damage including: The City of Pensacola to the East, and coastal areas to the south such as Pensacola Beach, and Perdido Key to the south-west of the County, including bayous and other low-lying areas of south side of the County. Major riverine plains throughout the County receive water from tributaries to the north; any heavy rain event could potentially affect structures, activities, and individuals within the floodplain boundaries, including the Town of Century and other smaller rural communities located along the rivers and streams. As storm surge events are intricately related to tropical storms and hurricanes, the list of occurrences is the same as for those hazards.

3) Previous Occurrences

More recent occurrences of storm surge events include:

- Hurricane Ivan, 2004: Made landfall just west of Gulf Shores, Alabama as a Category 3 hurricane, putting Escambia County in the worst part of the storm. Storm surge was estimated at between 10 to 15 feet plus wave action in many areas. This storm caused significant damage to the community, most severely in the Category 3 storm surge area with homes being completely removed from their foundations. The I-10 Bridge over Escambia Bay between Santa Rosa and Escambia County had numerous sections removed as a result of the storm surge. There were approximately 1,020 homes and businesses destroyed; another 1,346 with major damage, and 292 with minor damage.
- Tropical Storm Arlene, 2005: Made landfall just west of Pensacola dropping approximately 3 to 4 inches of rain with approximately 60 mph winds, causing little damage and approximately 2 feet of storm surge.
- Hurricane Dennis, 2005: Made landfall on Santa Rosa Island, between Navarre Beach and Gulf Breeze as a Category 3 storm. Dennis brought 6 to 7 feet of storm surge and produced approximately 3 to 5 inches of rainfall. The storm caused moderate damage to the community.
- Hurricane Gustav, 2008: Brushed by Escambia County on its way to Louisiana. Though no significant rainfall was produced, storm surge from 3 to 5 feet did impact our coastal areas causing condominiums to flood on Pensacola Beach. Beaches were severely impacted by heavy wave action on top of the surge causing approximately $11.75 million in beach erosion damage.

- Hurricane Ike, 2008: A category 2 storm at landfall, Ike passed by Escambia County with less impact than Gustav, producing little to no rainfall, less gusty winds, but still approximately 3 to 5 feet of storm surge, causing the same homes to be flooded that were flooded during Hurricane Gustav, and creating an additional $9.375 million in damages due to beach erosion.
- Hurricane Ida, 2009: Became extra-tropical storm as it made landfall in east Baldwin County, Alabama and moved northeast through Escambia County. Impacts and damages were contained to significant beach erosion with little other impacts to the county.
- Hurricane Isaac, 2012: A category 1 storm at landfall near Houma, Louisiana Isaac passed by Escambia County, producing little to no rainfall, but still about 4 to 5 feet of storm surge. Impacts and damages from this event were contained to significant beach erosion with little other impacts to the county.
- Hurricane Nate, 2017: The main impacts to the western Florida Panhandle were from storm surge. In Escambia County, tide gauge information from Pensacola Bay indicate peak inundation of 3 feet above normally dry ground occurred along immediate coastal areas of the Pensacola Bay System. USGS data indicates a peak of 3 to 5 feet of inundation likely occurred at the immediate shore of the barrier islands. The greatest impact was to the Fort Pickens areas where part of the roadway was damaged. The road also had 3 feet of sand covering it with 4 feet of sand deposited on some of the parking lots. In addition, a portion of Highway 399 between Pensacola Beach and Navarre Beach was damaged.
- Tropical Storm Gordon, 2018: Storm surge inundation peaked between 2 to 3 feet across coastal Escambia County. The Fort Pickens area experienced significant coastal flooding and beach erosion.

4) Probability of Future Events

The possibility of a storm surge event is directly tied to the proximity of tropical storms or hurricanes to Escambia County. Significant storm surge would be tied to the hurricane strike probability. In reference to the previous occurrences section, a storm surge event has occurred recently every 1-2 years thus the probability of a future storm surge event impacting Escambia County is high.

5) Vulnerability and Risk Assessment

Both the County and the City of Pensacola are at risk from storm surge, with the potential impacts varying depending upon the conditions of the storm. County storm surge maps are available to identify areas at risk[10].

Hurricanes combine multiple natural hazards in the form of high sustained winds, tornados, heavy rains, and storm surge. Along the Gulf coast, including bays and bayous, significant property damage is expected from storm surge caused by these events. Storm surge is the rise of sea level coupled with wind driven waves. The more intense the hurricane, the more perpendicular its tract to the shoreline, and proximity of the eye of

[10] Appendix I-F: Hurricane Storm Surge

the hurricane (particularly to the west) will result in significantly higher destruction by the associated natural hazards.

Structures located on barrier islands, low lying areas such as downtown Pensacola and the southwest portion of the County, taller structures, and mobile homes are at an increased risk of damage from these forces. Based on anticipated impacts from a tropical storm or hurricane, evacuation orders are issued for residents on barrier islands and low-lying areas within predicted storm surge areas.

Escambia County is susceptible to storm surge greater than those indicated on the Saffir/Simpson Hurricane Scale due to the relatively shallow water and gradual slope of the Gulf of Mexico bottom. In association with a major hurricane, it is anticipated that a storm surge is possible in the range of 25 to 28 feet above normal tide levels. Based on the area anticipated to be impacted by a category 5 hurricane, approximately 43,500 acres of coastal lands would be expected to be inundated. There is in excess of 10,000 mobile homes in the County and all mobile home residents are included in any evacuation orders associated with a tropical storm or hurricane.

The population effected in this zone is approximately 51,500 persons that may need to be evacuated. Communities along the coastline of Escambia County are subject to surge from one or more of the following sources: Gulf of Mexico, Pensacola Bay, Santa Rosa Sound, Escambia Bay, Perdido Bay, Big Lagoon, and associated bayous, rivers, and streams.

c) Thunderstorms/Wind/Lightning

1) Description

Thunderstorms consist of rain-bearing clouds that also produces lightning. Any person who has been a resident of Florida during the summer is well aware of the typical weather patterns during this season. Warm mornings give way to afternoon thunderstorms that are typically localized and can be very intense. Compared to many other places in the nation, Florida receives an exorbitant amount of lightning strikes that are responsible for numerous deaths and property damage every year. Northwest Florida averages between 70 and 80 thunderstorms each year.

2) Location and Extent

All areas of Escambia County are susceptible to the effects of thunderstorms. These events are common throughout Florida, occur throughout the year and typically are widespread events. Although thunderstorms generally affect a small area, they are very dangerous given their ability to produce accompanying hazards including high winds, hail, and lightning which all may cause serious injury or death, in addition to property damage. They are most common in Florida because atmospheric conditions are favorable for generating powerful storms.

All areas of Escambia County are susceptible to the effects of high winds related to a thunderstorm. A severe thunderstorm includes damaging winds greater than 58 mph (50 knots) or greater and hail 1 inch or larger in diameter. High winds have been further broken down into three categories by the NWS Storm Events database:

- High Wind: Sustained non-convective winds of 35 knots (40 mph) or greater lasting for 1 hour or longer or winds (sustained or gusts) of 50 knots (58 mph) for any duration (or otherwise locally/regionally defined), on a widespread or localized basis. In some mountainous areas, the above numerical values are 43 knots (50 mph) and 65 knots (75 mph), respectively.
- Strong Wind: Non-convective winds gusting less than 50 knots (58 mph), or sustained winds less than 35 knots (40 mph) resulting in a fatality, injury, or damage.
- Thunderstorm Wind: Winds, arising from convection (occurring within 30 minutes of lightning being observed or detected), with speeds of at least 50 knots (58 mph), or winds of any speed (non-severe thunderstorm winds below 50 knots) producing a fatality, injury, or damage. Events with maximum sustained winds or wind gusts less than 50 knots (58 mph) should be entered as a Storm Data event only if they result in fatalities, injuries, or serious property damage.

All areas of Escambia County are susceptible to lightning strikes and their potential effects. Any lightning bolt can kill. Lightning plays a crucial role in the fire-based ecologies of the forests; unfortunately, it also plays a role in fires that might threaten human life and property. Many of the fires in 1998[11] that impacted the State of Florida were ignited by lightning strikes. Damage to buildings can also be prevented by lightning rod systems and surge protectors to reduce the risk of fires. With regard to a scale for lightning, there is no scale for strength (such as weak vs. strong).

3) Previous Occurrences

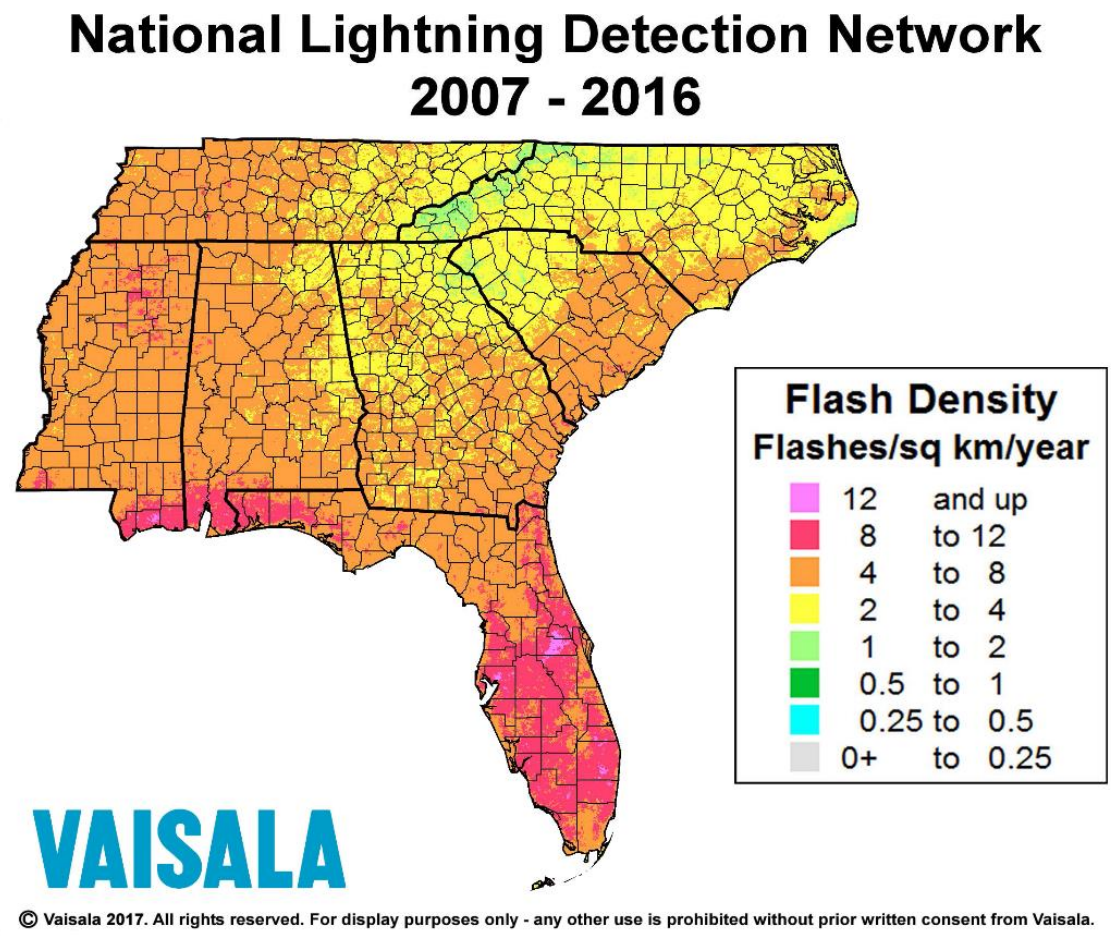
Within Escambia County, lightning accounted for 6 deaths and 15 injuries between 1950 through 2019, with a total of 449 deaths statewide in the same period. Since 2010, forty-three[12] (43) people have died in Florida from lightning strikes, an average of 3+ people per year, while some 25+ people are injured on average in the United States. Escambia County could expect 4-12 lightning flashes per square kilometer per year.

[11] U.S. Fire Administration, 2004

[12] http://www.lightningsafety.noaa.gov/victims.html

The Figure below indicates lightning flash density from 2007 through 2016.

Figure 5: Vaisala National Lightning Detection Network (2007 - 2016)[13]



Since 2010, there have been 52 thunderstorm/wind events in the county, 13 of which caused damage in Escambia County. Details of these impacts, including the magnitude and amount of property damage cost can be found at www.ncdc.noaa.gov/stormevents.

Table 5: Summary of Thunderstorm/Wind Events in Escambia County (2010 – February 2019)[14]

Number of County/Zone areas affected:	**1**
Number of Days with Event:	**31**
Number of Days with Event and Death:	**0**
Number of Days with Event and Death or Injury:	**0**
Number of Days with Event and Property Damage:	**25**
Number of Days with Event and Crop Damage:	**0**
Number of Event Types reported:	**1**

[13] Lightning data from Vaisala.com provided in a media release dated 2017
[14] http://ncdc.noaa.gov/stormevents

4) Probability of Future Events

The probability of future occurrences of thunderstorms/winds/lightning within Escambia County is high as these events occur frequently especially during summer months. Generally speaking, all of Escambia County is subject to the effects of Thunderstorms, Wind, or Lightning. It is anticipated since Escambia County has experienced lightning storms before, it will likely occur again. Wind events in recent history have averaged from 40 to 70 knots and it is likely that those will occur again as well. The county has certainly experienced high winds and gusts that have impacted the residents and businesses of Escambia County.

5) Vulnerability and Risk Assessment

Escambia County is very susceptible to thunderstorms, high winds, and lightning. With the population of Escambia County continuing to grow, the effects of thunderstorms and wind events will be felt even more than in the past and substantial damage can be experienced by residents. With severe thunderstorms and lightning, segments of the population could be negatively affected. Agriculture concerns could suffer damage and economic losses. Individuals in open areas such as golf courses and parks are at risk, as well as those that may be participating in boating or other water activities on the numerous lakes and streams in Escambia County. Critical facilities and infrastructure would be possibly impacted in a devastating storm.

While historically thunderstorms have not caused any significant damage to structures, or caused any deaths in Escambia County, the threat continues to remain based on each storm's potential. Additionally, Escambia County considers thunderstorms a serious threat based on the following facts:

- On average, the County will experience 14 severe thunderstorms a year that cause moderate damage. During the summer months, the County can experience daily thunderstorms that include high winds and lightning. Structures such as mobile homes are highly susceptible to winds associated with the thunderstorms.
- Escambia County has a large commercial and private boating population. Pensacola Beach, Perdido Key, Santa Rosa sound, Navy Base and the surrounding bayous and internal water bodies have public and private marinas and boat launches that provide access to the Gulf of Mexico and the internal freshwater rivers. This means the presence of many boaters on open water at any given time where they may be vulnerable to thunderstorms, and the associated winds and lightning produced.
- 45% of all residents in Escambia County live in close proximity to forested lands; thunderstorm winds will often cause tree damage to improved property, structures, and people.
- Approximately 27% of the County is in the 100-year flood plain and vulnerable to flooding. Thunderstorms can cause excessive rainfall over short periods of time, causing localized flooding. Flooding can result in temporarily displacing County residents and result in damage to structures and agriculture.

Although Escambia County has a high incidence of lightning strikes and thunderstorms, there are not a significant number of people impacted by these events. The economic costs are low, but response costs tend to be high, therefore the level of vulnerability is moderate. All areas of the County are considered vulnerable to lighting strikes and thunder storms. Commercial and private boating populations could be affected by lightening. In severe cases, wildfires as a result of lightning strikes in our forested areas could potentially impact residential, commercial and agricultural activities alike.

d) Tornadoes and Waterspouts

1) Description

A tornado is a violent windstorm characterized by a twisting, funnel-shaped cloud extending to the ground. Tornadoes are most often generated by thunderstorm activity (but sometimes result from hurricanes and other tropical storms) when cool, dry air intersects and overrides a layer of warm, moist air forcing the warm air to rise rapidly. Tornado speeds can reach in excess of 300 miles per hour. Damage paths can vary as wide as one mile and as long as 50 miles.

Some tornadoes are clearly visible, while rain or nearby low-hanging clouds may obscure others. Occasionally, tornadoes develop so rapidly that little, if any, advance warning is possible. Before a tornado hits, the wind may die down and the air may become very still. A cloud of debris can mark the location of a tornado even if a funnel cloud is not visible. Tornadoes generally occur near the trailing edge of a thunderstorm.

Waterspouts fall into two categories: fair weather waterspouts and tornadic waterspouts.

Tornadic waterspouts are tornadoes that form over water, or move from land to water. These have the same characteristics as a land tornado and are associated with severe thunderstorms. Tornadic waterspouts are often accompanied by high winds and seas, large hail, and frequent, dangerous lightning.

Fair weather waterspouts usually form along the dark flat base of a line of developing cumulus clouds. This type of waterspout is generally not associated with thunderstorms. While tornadic waterspouts develop downward in a thunderstorm, a fair-weather waterspout develops on the surface of the water and works its way upward. By the time the funnel is visible, a fair-weather waterspout is near maturity. Fair weather waterspouts form in light wind conditions so they normally move very little.

2) Location and Extent

Similar to hurricane data, there is only reliable recorded data for tornadoes since 1950. Although the Midwest has the reputation for the worst tornadoes, Florida experiences the greatest number of tornadoes per square mile of all the states. Florida has averaged 52 tornadoes reported per year since 1961, with an average of two fatalities per year. Florida's tornadoes are generally of shorter duration (3 miles) and have narrower paths (125 yards wide). All areas of Escambia County are susceptible to tornadoes and their potential effects.

The Fujita Scale (now the Enhanced Fujita Scale) is used to determine the intensity of tornadoes. Most of the tornadoes that have hit Escambia County have been on the lower

spectrum, in the F0 or F1 range. On February 1, 2007, the National Weather Service switched from the Fujita Scale to the Enhanced Fujita Scale to better reflect examinations of tornado damage surveys, aligning wind speeds more closely with associated storm damage. The Enhanced Fujita Scale levels are listed in the table below.

Table 6: Measuring the Intensity of Tornadoes (Extent)[15]

Scale	Wind Speed (mph)
EF0	65-85
EF1	86-110
EF2	111-135
EF3	136-165
EF4	166-200
EF5	>200

Because of the unpredictable patterns of tornadoes, and because the entire state of Florida has a relatively high risk, the entire County is vulnerable to tornado-induced damage. The damage potential for a tornado increases as a function of population density. As the number of structures and people increase, the potential damage/injury rate increases. Mobile homes, poorly constructed and/or substandard housing, apartment complexes and low-rent housing projects are especially susceptible because of their lack of resistance to high winds, and apartment complexes and low-rent projects because of their size and densities.

3) Previous Occurrences

There have been 91 recorded tornadoes in Escambia County since 1950 that have caused nearly $35,000,000 in total damage. These same tornadoes have also been responsible for 191 injuries and no deaths.

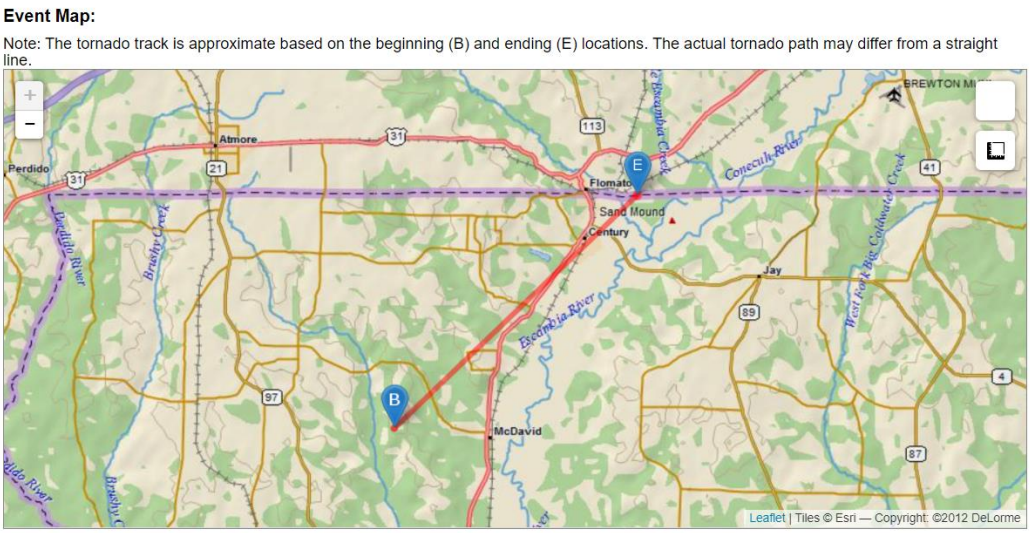
There have been several; significant tornado events in Escambia County in the last twenty years.

- October 2001: The Central and Southern portions of the county had several tornados touchdown during a severe thunderstorm. One of the tornados nearly pulled the roof off of a home, a shed was pushed into a homeowners' swimming pool, in addition to debris scattered throughout the area.
- October 18, 2007: An EF1 tornado that went through the downtown Pensacola area causing minor damage to a few structures.
- February 17, 2008: An EF1 tornado touched down in the Molino area causing damage to numerous homes and businesses.
- February 15, 2016: Severe thunderstorms developed across the Florida Panhandle during the afternoon and evening as a strong upper level disturbance moved from the southern Plains to the Tennessee Valley. The severe storms

[15] http://www.srh.noaa.gov/oun/?n=efscale
The EF scale still is a set of wind estimates (not measurements) based on damage.

developed along and ahead of the trailing cold front, producing both tornadoes and straight-line wind damage. This tornado developed from an isolated supercell thunderstorm. The tornado first touched down southwest of Lambert-Ridge Road southeast of McDavid. The tornado gradually increased in strength and width as it continued northeast toward the Town of Century. The first EF-2 intensity damage noted was on Holland Drive where a workshop was completely destroyed. The tornado reached its peak intensity (widespread EF-2 damage with isolated EF-3 damage) as it moved into Century. The tornado destroyed 40 residential structures; a majority of buildings located within the Alger-Sullivan Lumber Company property; and minor/major damage to several other residential/commercial/public facilities/buildings. A couple of homes experienced complete loss of the roof with only the walls of small interior rooms remaining. Extensive tree damage was noted with numerous softwood and hardwood trees either uprooted or snapped. Numerous power poles were also snapped. The tornado continued to track northeast out of Century and moved across the Florida Alabama state line into Escambia County Alabama.[16] See Figure 6 below for a detailed view of the recorded tornado path.

Figure 6: February 15, 2016, EF3 Tornado Path, Town of Century, Florida

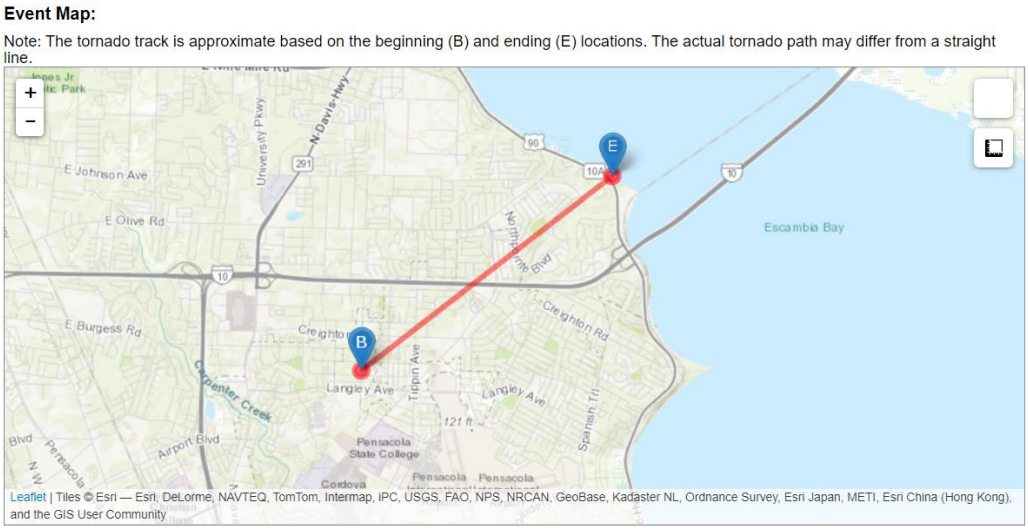


- February 23, 2016: Eight days after one of the most damaging tornadoes in County history, a second strong storm system produced a highly favorable setup for severe thunderstorms and tornadoes. The highest impact across the Florida Panhandle was from a strong tornado that impacted the Pensacola metro An EF2 tornado first touched down in Pensacola, just north of the airport and moved southwest. The roof was blown off of two homes, one on La Borde Lane and one on Gladstone Drive. Additional EF-2 damage to homes was observed further to the northeast on Tradewinds Drive. Two vehicles were overturned in this location. It was at this point that further intensification began. The tornado reached peak intensity as it moved over the Mooring Apartments on Old

[16] https://www.ncdc.noaa.gov/stormevents/eventdetails.jsp?id=620077

Spanish Trail and the General Electric plant. EF-3 damage was observed at two of the apartment buildings with major damage to the second story. EF-3 damage occurred at the GE plant where a warehouse was destroyed. Additional EF-3 damage was noted at the Grand Baroque townhomes on Scenic Highway where two units were destroyed. The tornado then moved into Escambia Bay and produced additional damage once it moved into Santa Rosa County.[17] See Figure 7 on the following page for a detailed view of the recorded tornado path.

Figure 7: February 23, 2016, EF3 Tornado Path, Pensacola, Florida



The table below lists the incidences of tornadoes in Escambia County since 2010.

Figure 8: Tornado/Funnel Cloud Events in Escambia County (2010 – 2020)[18]

Location	Date	Magnitude	Property Damage
McDavid	3/9/2011	EF0	-0-
Gulf Beach	9/4/2011	EF1	$250K
Pensacola	5/12/2012	EF0	$1K
Pensacola Beach	7/22/2013	EF0	$4.5K
McDavid	2/15/2016	EF3	$5M
Ferry Pass	2/23/2016	EF3	$22M
Barrineau Park	4/22/2018	EF0	50K

An up-to-date list of reported tornado and waterspout events for Escambia County can be found at https://www.ncdc.noaa.gov/stormevents/.

[17] https://www.ncdc.noaa.gov/stormevents/eventdetails.jsp?id=621845
[18] http://ncdc.noaa.gov/stormevents

4) Probability of Future Events

According to previous occurrences the probability of a future tornado affecting Escambia County is low to moderate. While the majority of these events are small in terms of size, intensity and duration, a greater number of stronger storms (i.e., F2 and F3 tornadoes) have been reported in the past. Further, even a minor tornado can cause substantial damage. According to the National Oceanic and Atmospheric Association, as of 2004, Florida was ranked number one in the number of tornados per square mile, most of which are weak, and referred to as spawn tornados. While tornados can occur at any time during the day or night, they tend to form during the late afternoon and into the evening.

Based on historical trend, from 1950 through 2020, there have been ninety-one (91) reported tornados throughout the County. The expected tornado size would be approximately 20-yards wide, with a 175-yard path. Most tornados are expected to touchdown for relatively short periods of time in a bounce type pattern. The occurrence of a tornado touchdown on an annual basis is considered high. Severe storms occur regularly throughout the year, but do not always cause damage.

5) Vulnerability and Risk Assessment

Due to the unpredictable nature of tornadoes, all of Escambia County is vulnerable to their impacts. High wind speeds can cause damage to structures with the most significant threat to mobile homes and other older substandard or unreinforced properties. The total mobile home population in Escambia County is estimated at 20,183[19] accounting for nearly 7% of the total county population. This population has to have a safe place to go during possible tornadic activity. While everyone can be impacted, the elderly, those with lower income, and the homeless would be most affected. Tornadoes can cause other cascading events like utility outages, economic loss, and transportation issues along with the hardships that result from the disruption of normal life.

Waterspouts have a direct effect on coastal areas of the county and have the potential to affect electrical infrastructure, residential and commercial boating, and private structures; commonly affecting coastal areas such as Perdido Key, Pensacola Beach and the City of Pensacola, which are vulnerable because of their coastal geography.

There are no local geographical differentiations that create a lower or higher risk within the County, as a result of the randomness and unpredictability of tornadoes, the entire population of Escambia County and all of its jurisdictions are vulnerable to their impacts and potential damages.

e) Hail

1) Description

Hail is frozen precipitation that can occur during a thunderstorm. Hail forms when raindrops freeze into balls of ice. Up until January 2010, severe hail in Escambia County was defined as three-fourths of an inch (penny size) or larger. However, in January 2010,

[19] data.census.gov; 2018 ACS 1-Year Estimates: Total Pop. in Occupied Housing by Tenure by Units in Structure

the National Weather Service raised the hail size criteria for Severe Thunderstorm Warnings from 0.75-inch (penny size) to 1.00 inch (quarter size).

According to the National Weather Service, within Florida, many storms which have the potential for 0.75-inch hail also have the potential to produce 50-knot + (58 mph +) winds. Many storms capable of producing 0.75-inch to just below 1-inch size hail will still require Severe Thunderstorm Warnings for 50-knot + (58 mph +) damaging winds. Special Weather Statements will continue to be issued for "strong storms", generally those with 45-57 mph winds and small hail, below 1.00-inch.

2) Location and Extent

Severe thunderstorms can happen anytime of the year in the State of Florida and produce hail at any time. Although, hail storm events occur most often during the late winter and early spring severe weather season and as previously mentioned, often accompany thunderstorms or tornadoes. A hail event has no geographic limitations to the area it affects. Therefore, it is presumed that all of Escambia County is uniformly at risk to a hail event.

On average, Escambia County has seen hail from .75 to 2.00 inches in diameter. Escambia County would expect to receive the same size diameter hail and possibly even greater sizes, which may occur from extremely high cloud tops that develop.

Damage from hail increases with the size of the hail and can cause damage to vehicles, aircraft, and homes, and can be fatal to people and livestock. However, Florida thunderstorms do not often include hail because the hailstones usually melt before they reach the ground because of the generally warm temperatures in Escambia County.

3) Previous Occurrences

From 1950 to 2020 there have been 66 severe hailstorms that have struck Escambia County. More recent occurrences that produced substantial damage include:

- Spring Storm in 2003: A storm that hit Escambia County produced hail the size of golf balls in and around the Walnut Hill area of Escambia County. Property damage was estimated at around $15,000 as some roofs and vehicles sustained damage.
- Spring Storm 1n 2006: Large hail from a thunderstorm damaged several vehicles near Belleview. This storm caused wind and hail damage for a couple of hours as it moved through Baldwin and Escambia counties.

Since 2010 there have been 12 documented hail storm events in Escambia County (Table 4) with hail ranging in size from 1.00 to 2.00 inches in diameter. None of these hail storms resulted in property damage or crop damage or any significance. Locations and dates of hail storms are listed in the table that follows. Should hail occur, it could cause damage to car dealerships and the agricultural enterprises which include greenhouses, horticulture, foliage, and citrus crops. Damage to car dealerships has occurred in the past and could happen again in the future. This could result in an economic effect to the County. Tourism, critical facilities, and infrastructure would likely not be impacted. Other than injuries to individuals that may get caught out in the hail storm, populations would not be affected.

Table 7: Hail Storm Damage in Escambia County Florida (2010 – Present)[20]

Location	Date	Size	Damages
Pensacola	11/2/2010	1.75 in.	-0-
Pensacola	3/9/2011	1.00 in.	-0-
Belleview	6/6/2011	1.75 in.	-0-
Molino	6/8/2011	1.00 in.	-0-
Belleview	7/13/2013	1.00 in.	-0-
Pensacola Regional	4/5/2014	1.00 in.	-0-
Brent	3/24/2016	1.00 in.	-0-
Belleview	3/26/2016	1.00 in.	-0-
Brent	3/26/2016	1.00 in.	-0-
Gonzalez	3/26/2016	1.00 in.	-0-
Walnut Hill	1/21/2017	2.00 in.	-0-
Cantonment	1/22/2017	1.00 in.	-0-

4) Probability of Future Events

Based on the frequency of hail events in the past, the probability of future hail occurrences in Escambia County is moderate to high. Over the past 10 years, Escambia County has been impacted by one or more hail events per year. It can be expected that future hail events will continue to cause minor to severe damage to property throughout Escambia County.

5) Vulnerability and Risk Assessment

As it cannot be predicted where hail may fall, all existing and future buildings, facilities, and populations in Escambia County are considered to be equally exposed to this hazard and could potentially be impacted. Hail can become as big as baseballs or golf balls; however, Florida typically experiences hail the size of pennies (0.75-inches) or quarters (1.00-inches). An average hail storm can last for a few minutes to hours. While all of Escambia County's assets are equally exposed to hail, anticipated future damages or losses are expected to be minimal.

f) Tsunami

1) Description

A tsunami is a wave or series of waves most commonly caused by an earthquake or by a large undersea landslide, volcanic eruption or other undersea disturbance. From the area of disturbance, tsunami waves will travel outward in all directions and can originate hundreds or even thousands of miles away from affected coastal areas.

2) Location and Extent

The County is located in the Gulf of Mexico, which, has a shallow shelf, therefore, the potential for any impulse disturbance in the Gulf of Mexico is remote. In the unlikely event of a tsunami, the extent of such an event would be limited to the coastline.

[20] http://www.ncdc.noaa.gov/stormevents

3) Previous Occurrences

The National Geophysical Data Center (NGDC) reinforces the common understanding that the U.S. Atlantic coast and the Gulf Coast States have experienced very few tsunami incidents in the last 200 years. Louisiana, Mississippi, Alabama, the Florida Gulf coast, Georgia, Virginia, North Carolina, Pennsylvania, and Delaware have no known historic tsunami records in the NGDC database.

Historically, tsunami waves recorded along the Gulf Coast have all been less than 1 meter. There are reports in the early 20th century of tsunami waves from Caribbean earthquakes along the Gulf Coast. While the incident is difficult to evaluate, wave heights created all appear to be less than 1 meter.

4) Probability of Future Events

According to the regional Mobile Weather Office, the worst-case scenario for a tsunami hitting Escambia County is somewhat less than a Category 1 storm surge (Appendix I-F) and should produce a wave between 3 to 5 feet.

5) Vulnerability and Risk Assessment

A Tsunami forming in the Gulf of Mexico or the Atlantic that would impact Escambia County is remote, translating into a low risk of Tsunami for Escambia County. Escambia County is not considered to be in an area subject to tsunamis, according to the U.S. Geological Survey. Santa Rosa County addressed potential tsunami threats to the coast, including the SRIA, identifying that the barrier islands within the gulf may be inundated with flood waters in the event of a Tsunami.[21] Since there is no history of this hazard in the County, no further analysis or risk assessment will be conducted for this plan.

g) Flooding

1) Description

Flooding is a general and temporary condition of partial or complete inundation of normally dry land areas from:

- The overflow of inland or tidal waters;
- The unusual and rapid accumulation or runoff of surface waters from any source

Floods can be slow, or fast rising but generally develop over a period of days. Floods are one of the most commonly occurring hazards in the United States[22]. Storm surge, riverine, and closed basin inland flooding are the three types of flood hazards that are a threat and can have significant impacts in the County.

Riverine flooding and inland flooding risks are identified by the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRMs), which identify the risk of flooding on these maps and for those areas within the county and its jurisdictions.

2) Location and Extent

Flood zones are delineated on the FIRM and indicate the severity or type of flooding expected. The adopted baseline flood probability, or base flood, for the zones is a flood

[21] Santa Rosa County Tsunami/Rogue Wave Evacuation Plan
[22] www.ready.gov/floods

having a one-percent chance of being equaled or exceeded in any given year. This base flood is commonly referred to as the “100-year flood” or the “one-percent annual chance flood.” The base flood elevation (relative to actual ground elevation) published in the Flood Insurance Study establishes the base floodplain and sets limits for regulatory purposes.

The extent of flooding depicted on the FIRM is based on the 1% and 0.2% annual chance to be inundated with flood waters. Each jurisdiction has flood zones as identified on the FEMA FIRMs, but the unincorporated areas of the County have the larger areas and the larger potential threat and impact potential.[23]

The various flood zones from the FIRMs are listed in the following table along with the associated flood risks. It is important that the message be clear about flooding to our community; EVERYBODY lives in a flood zone, and that it is merely a difference in the amount of risk between hose zones and where people live. Just because a property is not in an identified flood zone on the FIRM does not mean the property escapes flood risk. The risk is merely lower than those identified and describe on the FIRM.

Table 8: FEMA Flood Zone Definitions[24]

Zone	Description
A	Areas subject to inundation by the 1-percent-annual-chance flood event. Because detailed hydraulic analyses have not been performed, no Base Flood Elevations (BFEs) or flood depths are shown.
AE, A1-A30	Areas subject to inundation by the 1-percent-annual-chance flood event determined by detailed methods. BFEs are shown within these zones. (Zone AE is used on new and revised maps in place of Zones A1–A30.)
AH	Areas subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are 1–3 feet. BFEs derived from detailed hydraulic analyses are shown in this zone.
AO	Areas subject to inundation by 1-percent-annual-chance shallow flooding (usually sheet flow on sloping terrain) where average depths are 1–3 feet. Average flood depths derived from detailed hydraulic analyses are shown within this zone.
AR	Areas that result from the decertification of a previously accredited flood protection system that is determined to be in the process of being restored to provide base flood protection.
A99	Areas subject to inundation by the 1-percent-annual-chance flood event, but which will ultimately be protected upon completion of an under-construction

[23] Appendix I-F – 100 Year Floodplain Map
[24] https://www.fema.gov/flood-zones

Flood maps that identify the flood zones in all of the county jurisdictions are maintained by the County's Geographic Information Systems (GIS) department and can also be found at the following websites:

- www.myescambia.com
- www.bereadyescambia.com
- www.cityofpensacola.com
- www.fema.gov

3) Previous Occurrences

There have been several significant flooding events in Escambia County over the years, including:

- Hurricane Frederic, 1979: The recorded storm surge was 5 to 10 feet and was ultimately the very event that initiated the County's repetitive loss property database.
- Spring of 1998: The El Niño event caused a several month period with severe rainfall events causing heavy inland flooding damages. The damaged caused by this event was enough to receive a Presidential Declaration for Escambia County, its jurisdictions, and numerous other Florida Counties.
- Hurricane George, 1998: Dropped approximately 24 inches of rain in the inland portions of the county causing severe damage from the resulting flooding, leaving hundreds of people isolated and stranded in and from their homes.
- Tropical Storm Isadore, 2002: The impacts and effects of the surge were greater than that of a typical tropical storm. Storm surge and wave action from this incident rose high enough to impact all the bayous and many homes along those waterways. Several homes became isolated. Ft. Pickens Road was closed due to damage. The dunes on Pensacola Beach were significantly eroded due to the event.
- June/July 2003: Tropical Storm Bill began what eventually became a wet month of rain with many "close calls" related to damaging flood impacts. Tropical Storm Bill began with 8 inches of rain that was consistent throughout the County. However, with drainage systems full and standing water everywhere from Bill, severe weather continued throughout the month bringing heavy rain and, with instances of rain falling at the rate of over three inches an hour. With the drainage system, culverts, and holding pods at capacity, each day of heavy rain brought rising water into people's yards, with water threatening to flood homes.
- Hurricane Ivan, 2004: Brought significant storm surge and wave action with some areas seeing upwards of 15 feet of storm surge with wave action adding to that height. Ivan impacted many areas of the county, but a few neighborhoods took a major impact and received significant damage. Grand Lagoon and Navy Point neighborhoods were areas where foundations were the only identifiable marks left on private and commercial property. Within the City of Pensacola, many business and industrial districts were destroyed, in addition to City Hall being shut down for nearly two years. Inland areas of the County, including the Town of Century escaped flooding issues.

- Hurricane Gustav, 2008: Storm surge in the range of 3 to 5 feet impacted the coastal beaches, causing condominiums to be flooded on Pensacola Beach.
- June 9, 2012: A low pressure system stalled over the area and produced 15 to 27 inches of rain over a three-day period, with a significant portion coming over a 24-hour period. One report identified West Pensacola receiving 21.7 inches of rain in a 24-hour period. There were 78 residential properties with major damage, 150 with minor damage, and an additional 55 that were impacted. Total public infrastructure damage was estimated at just over $23 million.
- April 29, 2014: A historic rainfall event developed ahead of a slow-moving cold front during the evening over portions of coastal Alabama and the western Florida Panhandle. The cold front was associated with a very powerful low-pressure system in the Plains. The widespread flooding produced sinkholes (some very large and deep), cut roads in half and necessitated human water rescues (one confirmed fatality). Parts of I-10 were closed. The Fish River at Silver Hill (Baldwin County Alabama) peaked at a record high level of 23.18 feet (previous historical record was 22.78 feet on 20 July 1997).
- Tropical Storm Gordon, 2018: Storm surge inundation peaked between 2 to 3 feet across coastal Escambia County. The Fort Pickens area experienced significant coastal flooding and beach erosion. Rainfall totals of 6-12 inches were recorded to the east of the center of the storm, impacting the County.

An up-to-date list of reported flooding events for Escambia County can be found at https://www.ncdc.noaa.gov/stormevents/.

4) Probability of Future Events

The probability of future occurrence is moderate to high as heavy rains associated with low lying areas, poor drainage areas and riverine overflow can result in flooding. Intense rainfall in a short period of time can cause flash flooding. The location and distribution of the rainfall, the land use and topography, vegetation types and growth/density, soil type, and soil water-content are all contributing factors.

As a coastal county, projected sea-level rise impacts threaten to increase the vulnerability of Escambia's coastline. Future events create the potential to increase the likelihood of flooding as sea-levels rise.

5) Vulnerability and Risk Assessment

Based on an evaluation of existing FIRM maps, there is approximately 95,000 acres of land within a special hazard area for flooding. This constitutes about 29% of lands within Escambia County. Approximately 109,719 (35%) residents live in one of the special flood hazard zones. These areas include lands adjacent to flowing water, areas of shallow flooding not associated with flowing water and storm surge areas.

Flooding in Escambia County results primarily from tidal surge and overflow of streams and swamps associated with rainfall runoff. Major rainfall events occur as a result of hurricanes, tropical storms, and thundershowers associated with frontal systems. Total precipitation of 12 inches recorded at a single station during a hurricane is not

uncommon, and in Escambia County, rainfall has been recorded as high as 24 inches for the duration of the storm.

The Escambia River is the largest river in the county and accounts for much of the flooding in the area. The river is characterized by wide, flat floodplains varying from several thousand feet to several miles wide. The flat slopes and wide, heavily vegetated floodplains enhance the flood problem by preventing the rapid drainage of floodwaters.

The County's two main rivers can be heavily impacted not only by rains that fall in our county, but from rainfall in the state and counties to the north of us that share our watershed. Potential flooding conditions could occur days or even weeks after an event occurs to the north in adjacent Alabama.

In the southwest portion of the County, most of the flood prone areas feature relatively impermeable soil, an elevated water table, and flat terrain. These characteristics contribute significantly to flooding problems. Flooding is further aggravated by dense vegetation in natural and excavated stream channels and on overbanks within the floodplains.

Overall, the City of Pensacola has only a small threat from inland flooding as indicated by the FIRM's, but the impact of storm surge would be much more devastating. Category 5 storm surge would impact most of the downtown area to include Federal, State, and Local Government operations and offices, many small and large businesses that are located downtown, and a small population of residential homes and apartments.

The Town of Century also has very little flood zones as identified by the FIRM's, and being located so far inland, storm surge would have almost no impact on the town. The Santa Rosa Island Authority would be significantly impacted by both rainfall flooding and storm surge. The entire island is in the 100-year flood zone and the entire island is in a Category 5 storm surge zone.

Perdido Key is very similar to Pensacola Beach with almost the entire island in the flood zone, and just about the entire island being in a Category 4 storm surge zone

h) Drought

1) Description

A drought is a period of time when an area or region experiences below-normal precipitation. The lack of adequate precipitation, can cause reduced soil moisture or groundwater, diminished stream flow, crop damage, and a general water shortage.

2) Location and Extent

All areas of Escambia County are subject to the effects of drought conditions. Escambia County has significant amount of acreage designated for conservation, public, and agricultural land uses. Resident populations may be affected due to water supply system strain and/or failure. Agricultural concerns such as horticulture, animal services, citrus, and vegetable crops may be affected by long and short-term drought conditions which could have a negative economic effect.

Additionally, each jurisdiction within the county has the potential to feel the impacts of drought, though with different consequences since the community is diverse with population and development centers in the southern portions of the county, and agriculture and farming industries found in the central and northern parts of the county.

The extent of drought in Florida is generally measured through one of two indices, the Keetch-Byram Drought Index (KBDI) or the U.S. Drought Monitor Index. While Escambia County historically has not been immune to regional or statewide droughts, recent population growth has accelerated the depletion of water supplies. The KBDI has a range from 0 for no drought to 800 being the most severe drought. Table 3 summarizes the mean KBDI for Escambia County since January 1, 2017.

Table 9: Keetch-Byram Drought Index (KBDI) for Escambia County, Florida (2017 – 2020)[25]

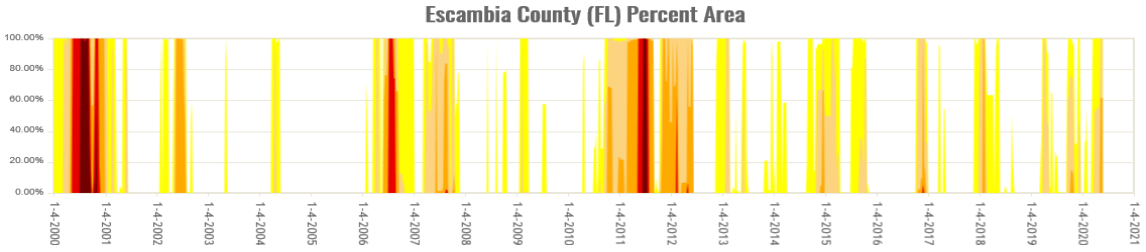
Date	KBDI
January 1, 2017	**1**
July 1, 2017	**19**
January 1, 2018	**150**
July 1, 2018	**276**
January 1, 2019	**1**
July 1, 2019	**388**
January 1, 2020	**51**
June 1, 2020	**407**

3) Previous Occurrences

During 1977, a two-month dry emergency caused an estimated $30,000,000 in damages to Florida, and the Governor declared a three-month drought during 1979, the worst since 1971.

Since 2000, the longest duration of drought (D1-D4) in Florida lasted 124 weeks beginning on April 11, 2006 and ending on August 19, 2008. The most intense period of drought occurred the week of February 27, 2001 where D4 (Exceptional Drought) affected 39.08% of Florida land.[26] The figure below shows a 20-year comparison of drought by condition for Escambia County. D4 drought conditions are defined as conditions where exceptional and widespread crop/pasture losses occur as well as shortages of water which create water emergencies.

Figure 9: 20-Year Drought Comparison for Escambia County, FL (2000 – 2020)



[25] http://currentweather.freshfromflorida.com/current-report.html

[26] https://www.drought.gov/drought/states/florida

4) Probability of Future Events

As of January 2020, the Palmer Drought Severity Index (PDSI) categorized the region in a “moderate (D1) to severe (D2) drought.” Using historical records, it can be estimated that Escambia County will experience at least one drought every 4 years.

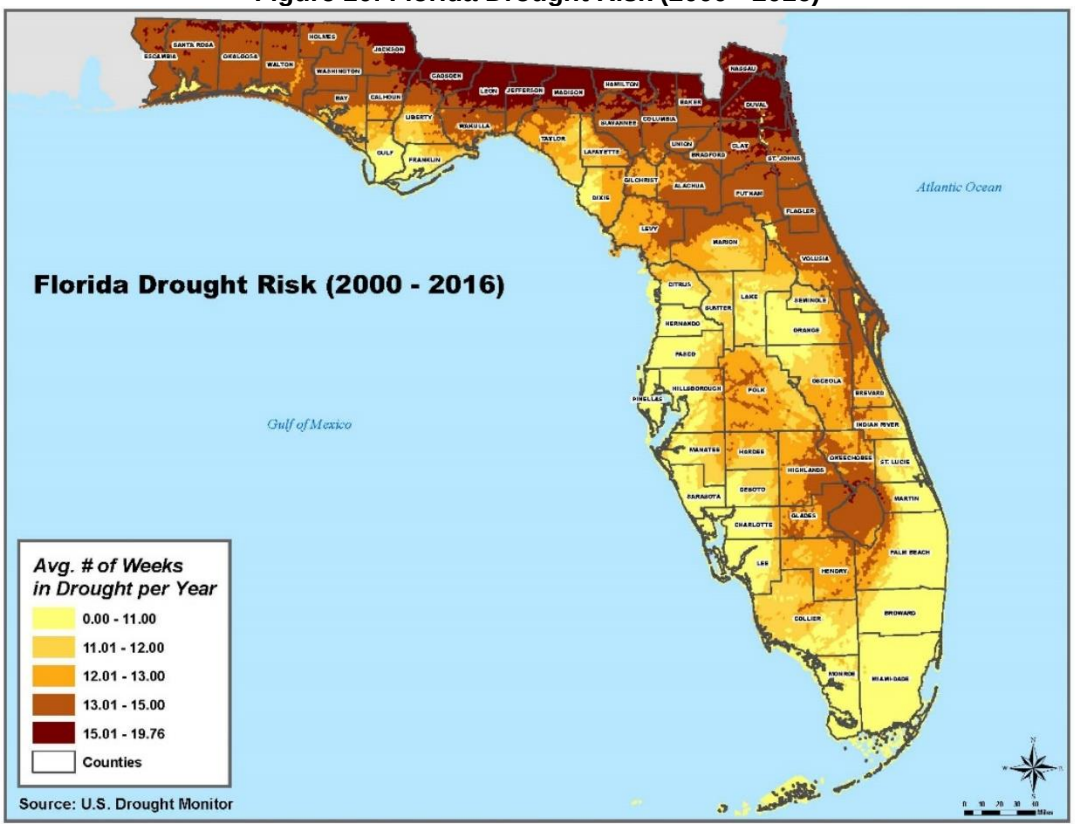
There is no way to predict when a drought will occur or how long it may last. Drought conditions existed in Florida from 1965 through 1982, from 1997 to 2002, 2006 to present with some relief the rainy months in 2013 and 2014. The conditions of various areas of the state have are affected to different degrees. The probability of a drought remains moderate to high for the County.

5) Vulnerability and Risk Assessment

It is increasingly likely that Escambia County could have another drought or extreme heat event. Extreme heat events can occur simultaneously with drought, but either can occur without the other. While extreme heat events can cause death to any person of any age, the elderly, very young, and mobility restricted are considered the most at risk.

It is expected that the county could see an average of up to 15 weeks or more of drought each year (Figure 2) based on the average number of weeks of drought that occurred from the year 2000 through 2016 according to the data acquired from U.S. Drought Monitor (https://droughtmonitor.unl.edu/).

Figure 10: Florida Drought Risk (2000 - 2016)

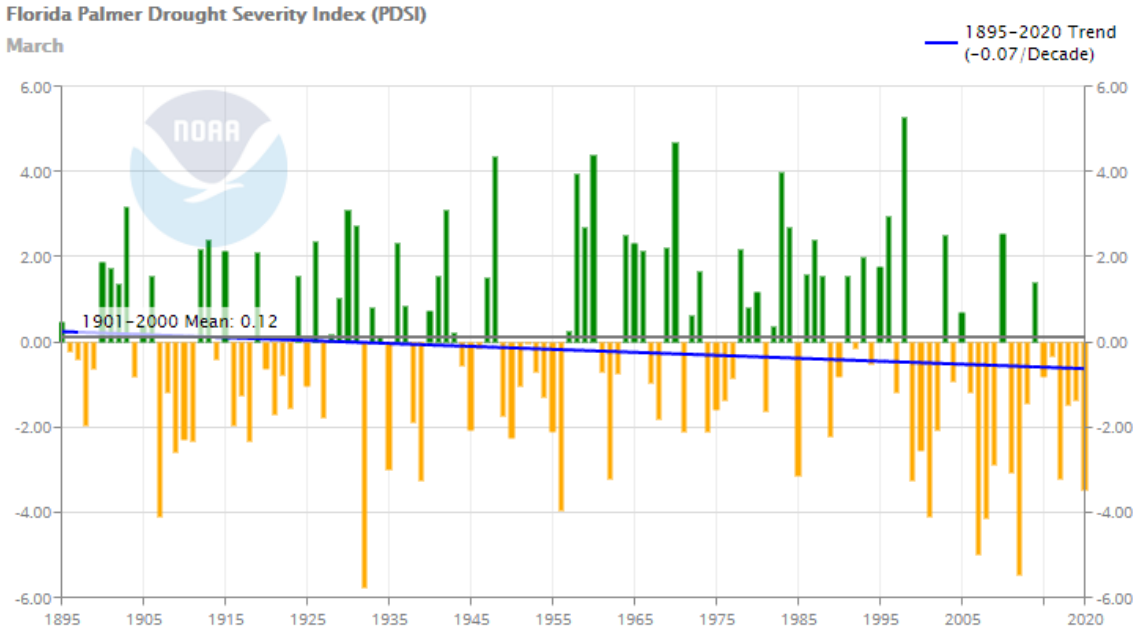


Escambia County is uniformly vulnerable to drought. Drought is typically associated with crop damage, and not necessarily the built environment (i.e., improved property).

In a worst-case scenario, drought within Escambia County could reach moderate to severe levels (400 to 800) out of a potential score of 800 on the KBDI Index.

The Palmer Drought Severity Index data for the State of Florida from 1895 to 2020 has shown a trend of more frequent severe drought conditions as seen in the Figure below.

Figure 11: Florida PDSI Trend (1895 - 2020)



Escambia County has experienced moderate to severe drought conditions over the last five years. Heavy rains during the rainy season can reduce the drought index substantially, however dry spells can increase the number in a relatively short time period. It is important to note that during prolonged cold spells when conditions are often windy, it will make conditions dry very quickly. Fires can be triggered from careless activities during extremely dry periods and water consumption may have to be curtailed if consumptions exceed rainfall and replenishment of the water table.

During a drought water levels in rivers, swamps, and lakes would become lower, as would the water table. Local governments and water management districts within the County would find it necessary to impose water usage restrictions. Farmers would be particularly affected by the drought conditions, as the water table fell and deeper wells had to be drilled for irrigation purposes.

i) Extreme Heat

1) Description

Extreme heat is defined as extended period where the temperature and relative humidity combine for a dangerous heat index. During the summer months heat can be very dangerous, as it can induce hyperthermia (heat stroke), heat exhaustion, or dehydration.

2) Location and Extent

All of Escambia County is equally at-risk from extreme heat. It is also especially hazardous to certain segments of the population such as the elderly and young children. Additionally, heat increases the demand for electricity to operate air conditioners, increasing the likelihood of brownouts and blackouts within the electrical grid.

While there are various definitions for extreme heat (or heat waves), the National Weather Service issues a heat advisory when the daytime temperatures will exceed a certain temperature depending on the time of the year. It is during these times that those vulnerable populations will be especially prone to extreme heat-related illnesses and conditions. Florida is quite accustomed to daytime temperatures in the 90's in the summertime. Also, with Florida being a peninsula, the breezes from both coastlines assists in keeping the temperatures generally below 100° F. The table below shows the heat threat levels from the National Weather Service.

Table 10: Excessive Heat Threat Chart[27]

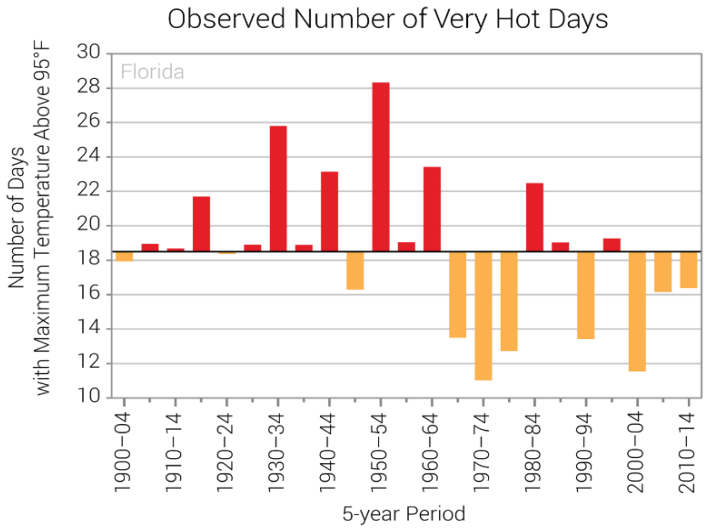
Excessive Heat Threat Level	Threat Level Descriptions
Extreme	*"An Extreme Threat to Life and Property from Excessive Heat"* Highest heat index 118 degrees (F) or greater
High	*"A High Threat to Life and Property from Excessive Heat"* Highest heat index 113-117 degrees (F) or greater
Moderate	*"A Moderate Threat to Life and Property from Excessive Heat"* Highest heat index 108-112 degrees (F) or greater
Low	*"A Low Threat to Life and Property from Excessive Heat"* Highest heat index 105-107 degrees (F) or greater.
Very Low	*"A Very Low Threat to Life and Property from Excessive Heat"* Highest heat index around 105 degrees (F) for July and August or…between 102-104 degrees (F) for June through September or…between 99-103 degrees (F) for May through October
Non-Threatening	*"No Discernable Threat to Life and Property from Excessive Heat"* Warm season weather conditions are non-threatening

Florida typically experiences far fewer days with temperatures exceeding 100°F than most other southern states, it is the most humid state in the nation leading to uncomfortable summers for visitors and local residents. As mentioned, extended periods of extreme heat, especially when combined with high humidity, can result in heat-related illness among vulnerable populations, as well as place excess stress on agricultural production, water supplies, and energy generation.[28]

[27] https://www.weather.gov/mlb/heat_threat

[28] *https://statesummaries.ncics.org/chapter/fl/*

Figure 12: Observed Number with Maximum Temperature Above 95 Degrees, State of Florida



3) Previous Occurrences

Research from past years did not produce data that revealed extraordinary hot spells within Florida. However, a noteworthy period in the State of Florida, including all of Escambia County, was the heat wave of June – July 1998, when coastal breezes were impeded – allowing temperatures across the State to range between the upper 90's and 101 degrees. Wildfires became extreme in certain parts of the State (National Weather Service, Melbourne). This time was known as the '98 Florida Firestorm.

4) Probability of Future Events

Extreme heat has a moderate probability of having a significant impact to Escambia County. As noted, each year Florida typically has several days over 95 degrees in which increases the likelihood of an extreme heat event.

5) Vulnerability and Risk Assessment

All areas of Escambia County are susceptible to extreme heat. A significant heat wave coinciding with a drought could damage crops creating an economic effect. Additionally, the homeless and elderly populations would have an increased risk of potential hyperthermia (heat stroke), heat exhaustion, or dehydration. Escambia County would have to consider opening shelters to accommodate these populations. Tourism would not necessarily be impacted as hot weather is expected in Florida. Critical facilities and infrastructure may be impacted due to drought conditions.

According to the U.S. Census Bureau, in 2018 it was estimated that the median age in Escambia County was 38.1 years of age. Additionally, as of 2018, 16.8% of the population in Escambia County was aged 65 years or older, representing a rather sizable portion of the county that is more vulnerable to extended periods of extreme heat (or heat waves). The County, much like the rest of the State, continues to be a destination for retirees and has seen, and will continue to see, its elderly population increase. Additionally, urbanization will lead to an increase in the "heat island" effect from an

increase in impervious surfaces, which only exacerbates extreme heat as a hazard in the future.

j) Brush fires, Wildfires and Forest Fires

1) Description

According to the Federal Emergency Management Agency (FEMA), a wildland fire or wildfire is an unplanned, unwanted fire burning in a natural area, such as a forest, grassland, or prairie. As building development expands into these areas, homes and business may be situated in or near areas susceptible to wildfires. This is called the wildland urban interface. Wildfires can damage natural resources, destroy homes, and threaten the safety of the public and the firefighters who protect forests and communities.

With the exception of fires triggered by lightning strikes, which can be mitigated in their impact by the precipitation of an accompanying thunderstorm, wildfires tend to be the culmination of hot, dry weather patterns that merely create the conditions for their occurrence. Once those conditions along with the buildup of dry fuel to feed a fire are in place, the occurrence of a brushfire depends simply on the right spark in the right place.

The three factors contributing directly to the behavior of wildfires are topography, fuel, and weather. Wildfires spread quickly igniting brush, trees, and homes. Every year, thousands of acres of wildland and many homes are destroyed by fires that can erupt at any time of the year from a variety of causes including arson, lightning, and debris burning. Like other natural processes, such as flooding, fire serves a purpose in the ecosystem regardless of its inconvenience for humans. In the wildland, fires have always served to clear underbrush from the forest and allow the regeneration of certain species at the expense of others. With or without the human presence, fire is a part of nature.

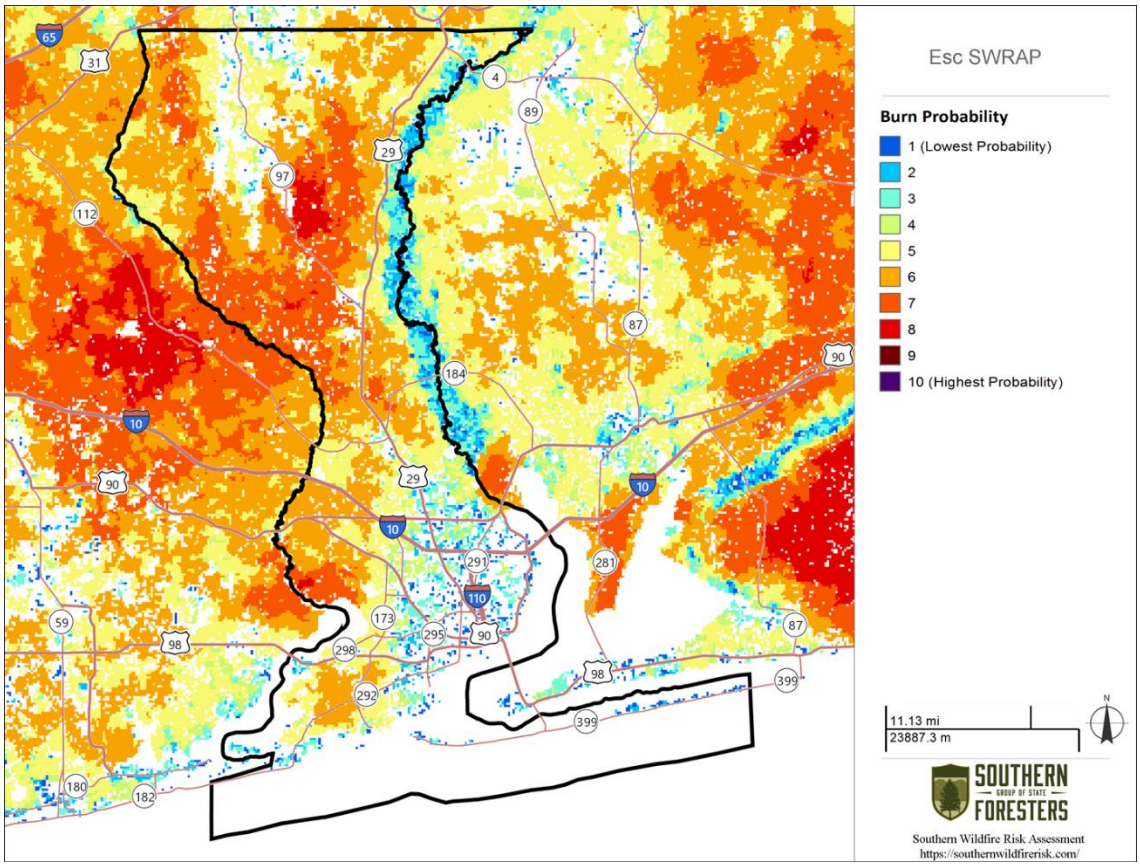
Efforts to eliminate wildfires from the natural environment, rather than helping matters, have served to make such fires more severe when they occur. Vegetative fuels accumulate in the forest understory, and when fires occur, they are more severe and disastrous than might otherwise have been the case. It is important to integrate the role of wildfires in understanding wildland ecosystems, and to incorporate these findings in planning for development that occurs at the interface between growing urban areas and this wildland.

A Community Wildfire Protection Plan becomes the focus of hazard identification efforts as part of the process of planning for mitigation and post-disaster recovery and reconstruction. Adding to the fire hazard is the growing number of people living in new communities built in areas that were once wildland.

2) Location and Extent

Areas most at risk for a wildfire within the County generally lie on the western edge and throughout the north half of the County. A view of the Southern Wildfire Risk Assessment Portal (SouthWRAP) burn probability model is identified in the figure below.

Figure 13: Escambia County Burn Probability Projection[29]



The Burn Probability layer depicts the tendency of any given pixel to burn, given the static landscape conditions depicted by the LANDFIRE Refresh 2008 dataset (as resampled by FPA), contemporary weather and ignition patterns, as well as contemporary fire management policies (entailing considerable fire prevention and suppression efforts).

Wildland fires can adversely impact homes, businesses, and vegetation, specifically those that are in higher risk areas. And, wildland fires affect visibility as well as air quality, which, can severely affect populations with compromised respiratory systems (such as the elderly). Impacts of wildfires are measured by acres burned each year.

3) Previous Occurrences

All of Escambia County may be directly or indirectly impacted by wildfires during the especially months with minimal rainfall. Carelessness can lead to wildfires during dry or windy conditions and when burning restrictions are not followed. Even with prescribed

[29] Source: https://www.southernwildfirerisk.com/ (Accessed: June 2020)

burns, Escambia County remains at risk for brush fires in unincorporated areas and at the wildland/urban interface areas. 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 burn authorizations were issued, covering 6,158 acres and 753 piles. In May of 2020, the Hurst Hammock fire caused 1,191 acres of land to burn.

Table 11: Fire by Cause
Escambia County, FL (2015 – 2019)[30]

Cause	Fires	Percent	Acres	Percent
Campfire	5	5.38	82.5	9.30
Children	3	3.23	1.9	0.21
Debris Burn				
Debris Burn – Authorized -- Broadcast/Acreage	7	7.53	229.1	25.83
Debris Burn -- Authorized -- Piles	1	1.08	2.0	0.23
Debris Burn -- Authorized -- Yard Trash	8	8.60	22.2	2.50
Debris Burn – Non-Authorized --Broadcast/Acreage	3	3.23	11.5	1.30
Debris Burn -- Non-Authorized -- Piles	5	5.38	8.2	0.92
Debris Burn -- Non-Authorized --Yard Trash	7	7.53	12.5	1.41
Equipment use				
Equipment -- Agriculture	1	1.08	1.5	0.17
Equipment -- Logging	1	1.08	5.0	0.56
Equipment -- Recreation	1	1.08	3.0	0.34
Equipment -- Transportation	2	2.15	23.0	2.59
Incendiary	5	5.38	16.0	1.80
Lightning	3	3.23	352.6	39.76
Miscellaneous --Breakout	0	0	0.0	0
Miscellaneous -- Electric Fence	0	0	0.0	0
Miscellaneous -- Fireworks	2	2.15	3.0	0.34
Miscellaneous -- Power Lines	4	4.30	2.0	0.23
Miscellaneous -- Structure	0	0	0.0	0
Miscellaneous -- Other	2	2.15	1.4	0.16
Railroad	3	3.23	0.9	0.10
Smoking	0	0	0.0	0
Unknown	30	32.26	108.6	12.24
Total	**93**		**886.9**	

[30] Source: Blackwater Forestry Center (01/01/2015 through 12/31/2019)

4) Probability of Future Events

The predominance of forested acreage, current patterns of development and historical weather conditions indicate the probability of occurrence is high. The threat of fires cannot be eliminated, but public education and the use of prescribed burns can be used to better manage this hazard. Based on recent history, the probability exists for up to twenty-five (25) or more wildland fires in Escambia County per year, an estimated acreage cannot be determined as the amount of acres burned can vary wildly from year to year. The State of Florida has a 12-month wildfire season that typically peaks between late April through mid-June.

5) Vulnerability and Risk Assessment

The major causes of brush and forest fires are due to lightning, human negligence, or cases of criminal mischief, and occurs during the months with higher thunderstorm activities. Late winter and spring also are prime periods for wildfires, fueled by strong winds and a lack of rainfall during that same time frame. Escambia County has a considerable amount of undeveloped area with prime fuel source for fires and experienced major fire events in the past.

As more development occurs adjacent to these areas, the County becomes susceptible to wildfire damages in the Wildland Urban Interface areas. The level of vulnerability is high throughout the County because of the patterns and location of new development, probability of occurrence based on fuel types, and costs associated with these events. Florida Forest Service reported 93 wildfires in Escambia County from 2015 through 2019 involving 886 acres.

The southwest section of the County is most prone to wildfires. Of particular concern is the areas surrounding Jones Swamp and Garcon Swamp. These are areas that historically burned through natural means on an average of 5 to 7 years. Due to a historic policy of fire suppression fires in these regions may be catastrophic due to abnormally high fuel load. The level of vulnerability is high due to development patterns and location of new development, and there is a high probability of occurrence and costs association with these events.

The Florida Wild Land Fire Risk Assessment System (FRAS)[31] and the Southern Wildfire Risk Assessment Portal (SouthWRAP)[32] are tools available that will depict wildfire risk to the community.

The Wildland Urban Interface is the largest issue facing wildland firefighters in Escambia County. People build homes in the WUI for a number of reasons: to enjoy the beauty and solitude of natural surroundings, to escape the stress of city life and to live "close to nature". This creates unique challenges because interface residents frequently expect local government to provide the same level of service they received when they lived in the city (law enforcement, ambulance, fire protection, etc.). In addition, land managers

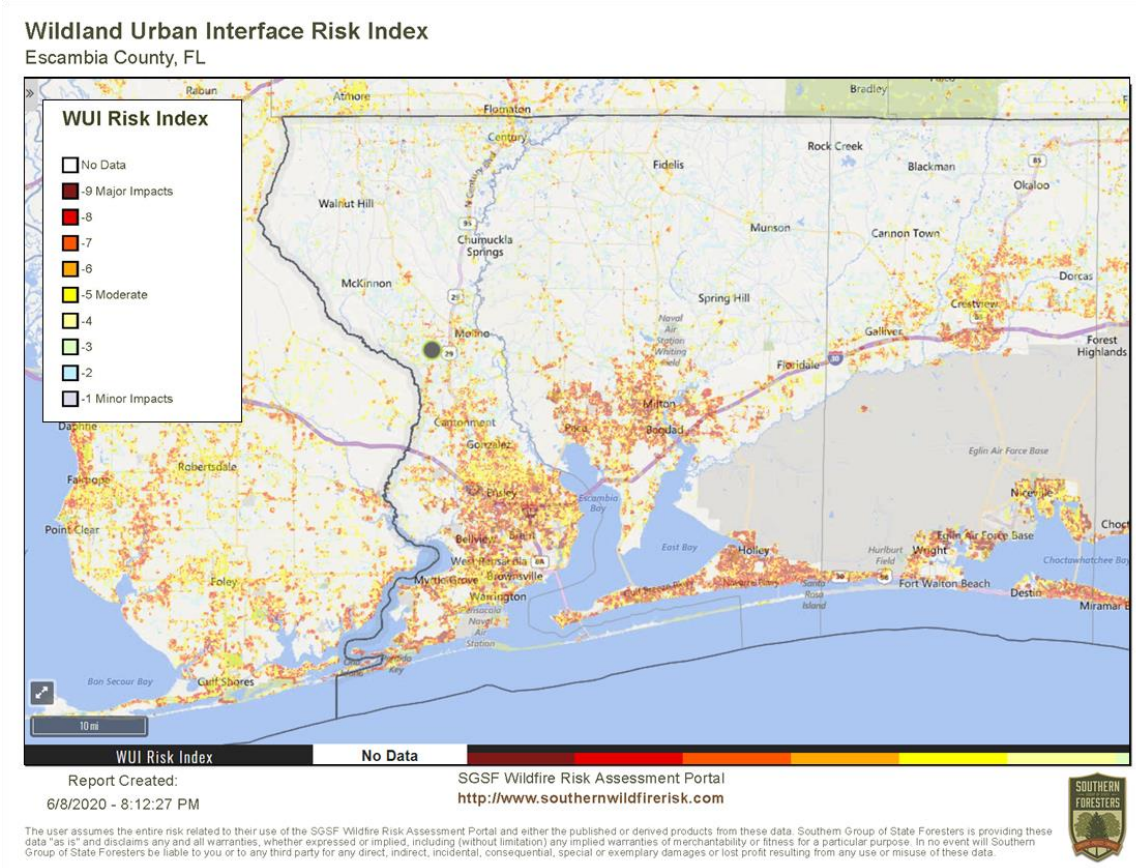
[31] https://www.fdacs.gov/Divisions-Offices/Florida-Forest-Service/Wildland-Fire/Resources
[32] https://www.southernwildfirerisk.com/

find it increasingly difficult to manage forests for timber, wildlife and watershed when these areas are interspersed with subdivisions and individual homes.

Interface homes are frequently vulnerable to wildland fires because fire departments are no longer just minutes away, and are, for the most part, unable to protect homes in outlying areas from wildland fire disasters.

The Florida Forest Service Wildland Urban Interface (WUI) Risk Index (Figure below) identifies areas where the potential impact of wildfire on people and their homes and assess a risk based on housing density and fire intensity (Flame Length) to determine areas that may be majorly impacted by a wildfire incident. The susceptibility map designating those higher risk areas in the County can be found in the Wildfire section of Appendix I-G containing the report titled “Southern Wildfire Risk Assessment Summary Report.”

Figure 14: Wildland Urban Interface (WUI) Risk Index



Wildfires in Escambia County primarily affect wooded areas with low population density and do not typically pose a danger to highly populated areas. However, wildfires can still impact all jurisdictions in Escambia County. Structures, critical facilities, infrastructure, and housing for vulnerable populations have some exposure to impact by wildfires. An exact dollar loss cannot be determined due to the fact impact is undefined. There have been no significant wildfires other than those reflected in this section.

Additional areas susceptible to wildland fires in the County can be found Appendix I-F, maps 16, 17, 18.

Other impacts resulting from wildfires include:

- Smoke - To mitigate the amount of smoke resulting from prescribed burning, Florida Forest Service officials ensure strict adherence to prescribed burn standards. This is imperative for many reasons, including but not limited to the region's military flight operations, which are some of the busiest in the world. Smoke resulting from wildfire can not only hinder such operations but also pose significant danger when impacting local roadways.
- Continued Growth - Compounding the wildfire problem in Florida has been the growing number of people relocating to the state. Estimates are that more than 900 people move to Florida each day and many of them decide to build their homes in areas called the wild land/urban interface – areas where natural vegetation meets homes and communities. As development expands to accommodate this continued growth, more wild land/urban interface problems will arise. Also, residents new to the interface areas are not aware that wildland fires usually pose more danger than fires in other places because they are fast moving fires which often require the interaction of many pieces of fire-fighting equipment, and such operations utilize more resources and time. Also, the cost of these operations grows proportionally with their complexity.

k) Structural Fires

1) Description

A structure fire is a fire involving the structural components of various types of residential, commercial, or industrial buildings, such as barn fires. A structure fire may be caused due to an internal source such as an electrical failure, or an external source, such as lightning or a wildfire. Structure fires typically have a similar response from the fire department which may include engines, ladder trucks, rescue squads, chief officers, and an EMS unit. The actual response and assignments will vary between fire departments.

It is not unusual for some fire departments to have a pre-determined mobilization plan for when a fire incident is reported in certain structures in their area. This plan may include mobilizing the nearest aerial firefighting vehicle to a tower block, or a foam-carrying vehicle to structures known to contain certain hazardous chemicals.

2) Location and Extent

Just like any community, structure fires are part of the daily response activities for first responders. The County and its jurisdictions have a diverse structure population that includes high rise condominiums and hotels on the barrier islands, dense residential and commercial areas within the city and unincorporated Escambia County, rural populations make up the central and northern part of the County.

3) Previous Occurrences

From 2015 through 2019, the County experienced 1,118 structure fires, this includes 86 mobile home residences. The estimated cost of these structure fires was over $42 million in damage. Below are some recent notable years of fire responses within the County.

- In 2006 and 2007, Escambia County responded to 819 commercial structure fires and 2,107 residential structure fires, serving a community of approximately 242,000 residents in Escambia County, Pensacola Beach, and the Town of Century.[33]
- In 2007, the Pensacola Fire Department responded to 71 residential and 13 "other" structure fires.
- In 2013, Escambia County responded to 43 commercial structure fires, 183 residential structure fires, and 73 brush fires, while serving a community of approximately 250,000 residents in Escambia County, Pensacola Beach, and the Town of Century.
- In 2013, the City of Pensacola responded to 10 commercial structure fires and 32 residential structure fires, while serving a community of approximately 52,000 residents.

4) Probability of Future Events

Based on history, the probability of structure fires in Escambia County remains high. The nature of structure fires is unpredictable; therefore, it is not possible to approximate with any accuracy where or how many structure fires will occur in any given year.

5) Vulnerability and Risk Assessment

Unincorporated Escambia County has a diverse distribution of densities throughout the County creating a diverse risk for structural fires. Along the beaches of Perdido Key and the southwestern areas of the County, many high-rise condominiums, single-family neighborhoods, and apartments have structures built close together. This increases the risk that one structure fire may spread or impact other structures or apartment and condominium units. In the central and northern areas of the County, housing density is lower with more single-family homes on larger areas of land. This reduces the risks of one structure fire impacting a neighboring property.

The City of Pensacola has approximately 53,000 people and is considered a densely populated area. Structures include all densities, such as: single-family homes, apartment complexes, small commercial structures, and large multi-story structures located within the City limits. The potential for damage is moderate with the potential risk of a fire to occur being low.

Santa Rosa Island Authority (SRIA) fire response is considered within the County response as SRIA is dependent on the County for fire services rendered. SRIA has large multi-story condominiums beachside; new condominium units continue to be built. There are several apartment complexes and other condominiums on the beach along with hundreds of single-family homes, including multimillion-dollar residences. Based on the density of condominiums, and single-family homes, the risk of damage would be moderate, however the risk of a structure fire is considered low.

Mainland Escambia County has few high-rise structures with the exception of Perdido Key, with numerous high-rise condominiums, apartments, and single-family homes. The

[33] Source: Escambia County Fire-Rescue

potential of damage is moderate, with the risk of structure fire considered low. The unincorporated County becomes more rural as you move toward the north, and there are no real heavily populated or developed areas as found in downtown Pensacola. The risks for potential damages would be considered low and the risk of fire would also be low.

The Town of Century is rural and is not considered to any less or more risk of fire than any other portion of the County, therefore, the risk for potential damage would be low, and the risk for fire would be low.

No structural fire risk map was created for this plan, as structural fires are unpredictable, and dependent upon human responsibility, the age of homes, etc. No jurisdiction is considered at a greater risk for structural fire than any other.

l) Winter Storm/Freeze

1) Description

The National Weather Service (NWS) defines a Winter Storm as a weather event with accumulating frozen precipitation such as snow, sleet, and/or freezing rain. This event affects every state in the continental United States, although such weather is typically uncommon in Florida, especially southern parts.

2) Location and Extent

For Escambia County, episodes of extreme freezing temperatures would be widespread to all locations and not just specific locales. Escambia County typically has severe freezing temperatures in short duration every year with long term hard freezing weather occurring every few years. As a result of freezing temperatures, Escambia County can expect to experience crop damage, icing on roadways, ruptured pipes, as well as the increased threat to the lives of the homeless and elderly. The threat and risk from freezing temperatures increases the further north you travel in the County and the further you move from the coastal areas. The Town of Century is located at the northern border of the County and is the most vulnerable jurisdiction to freezing temperatures. Along the coast, the Gulf of Mexico winds tend to keep temperatures milder.

3) Previous Occurrences

Several significant winter storm events have taken place recently, in 2001, the president declared a major disaster declaration for Florida to allow funds to reach those individuals impacted by the event. The agricultural industry was severely impacted and resulted in many individuals being out of work. In January of 2014, winter storm essentially shut down the County for three days with an ice storm that produced a blanket of sleet over the entire County. Every bridge in the County was closed and frozen over.

Since 2010, three events have occurred in Escambia County. These are outlined in the table below.

Table 12: Freeze and Wind Chill Events Escambia County (2010 – 2020)

Location	Date	Type	Damage
Escambia	01/28/2014	Ice/Sleet Storm	-0-
Escambia (Inland)	12/08/2017	Winter Weather	-0-
Escambia (Coastal)	12/08/2017	Winter Weather	-0-
Escambia (Inland)	12/09/2017	Winter Weather	-0-
Escambia (Coastal)	01/17/2018	Winter Weather	-0-

4) Probability of Future Events

Given historical patterns, the probability of the occurrence of a freeze (below 36 degrees Fahrenheit) is at least one day per year. All portions of Escambia County have been impacted by episodes of winter storms/freezing temperatures in the past, therefore confirming that the entire county is susceptible and according to previous occurrences the future probability is moderate.

5) Vulnerability and Risk Assessment

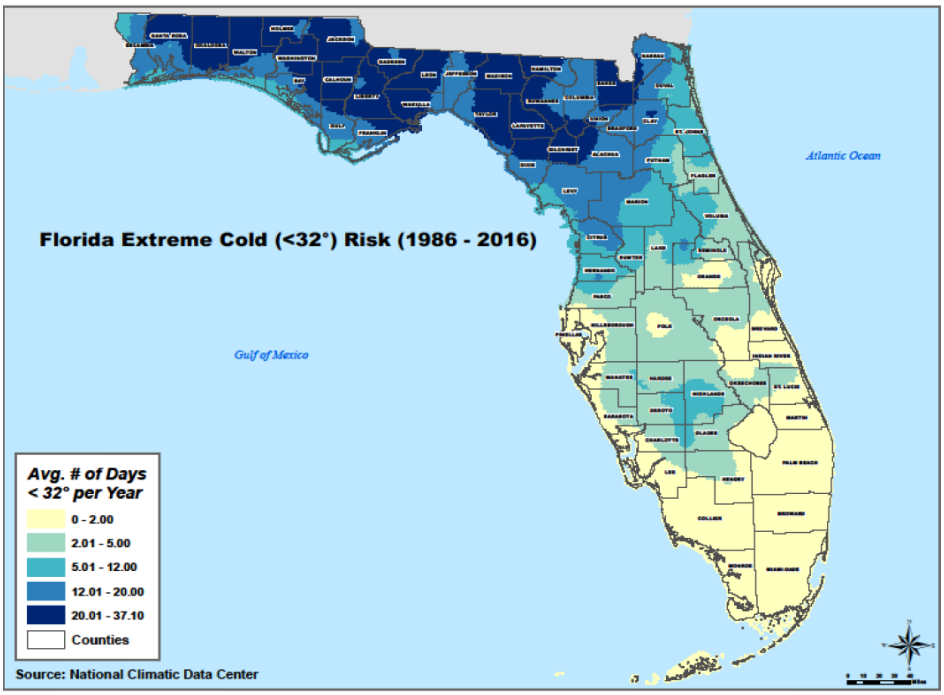
The vulnerability for the County due to a winter storm or freeze event is considered low. The number of people impacted by a freeze is not overly significant and, compared to other events, the economic costs are considered low. Escambia County's agricultural areas to the north of Interstate 10 are most vulnerable to winter storms and freezes as a result of the associated economic impact. However, a winter storm could cause major economic impact to the whole County, the County does not have support infrastructure required for a sustained period of time.

Temperatures in Escambia County can be as low as single digits, but rarely below zero. Additionally, light, freezing rain has been reported on occasion. Frozen precipitation in small amounts, although not commonplace, is possible within Escambia County. The probability of another significant freeze event continues to be moderate.

With regard to a scale to measure the magnitude or severity, the National Weather Service issues a threat awareness chart regarding one's vulnerability to the hazard of excessive cold temperatures, especially wind chill. Escambia County may occasionally be subject to the types of winter storms experienced in the panhandle that can include snow precipitation and accumulation.

According to the National Climactic Data Center, it is expected that the county could see an average of 12 to 20 extreme cold (<32 degrees) days each year (see figure on the following page) is based on the average number of extreme cold days that occurred from the year 1986 through 2016.

Figure 15: Florida Extreme Cold Risk (2000 – 2016)



m) Sinkholes/Subsidence

1) Description

According to United States Geological Survey (USGS), a sinkhole is a depression in the ground that has no natural external surface drainage. Basically, this means that when it rains, all of the water stays inside the sinkhole and typically drains into the subsurface. Sinkholes are dramatic because the land usually stays intact for a period of time until the underground spaces just get too big. If there is not enough support for the land above the spaces, then a sudden collapse of the land surface can occur.

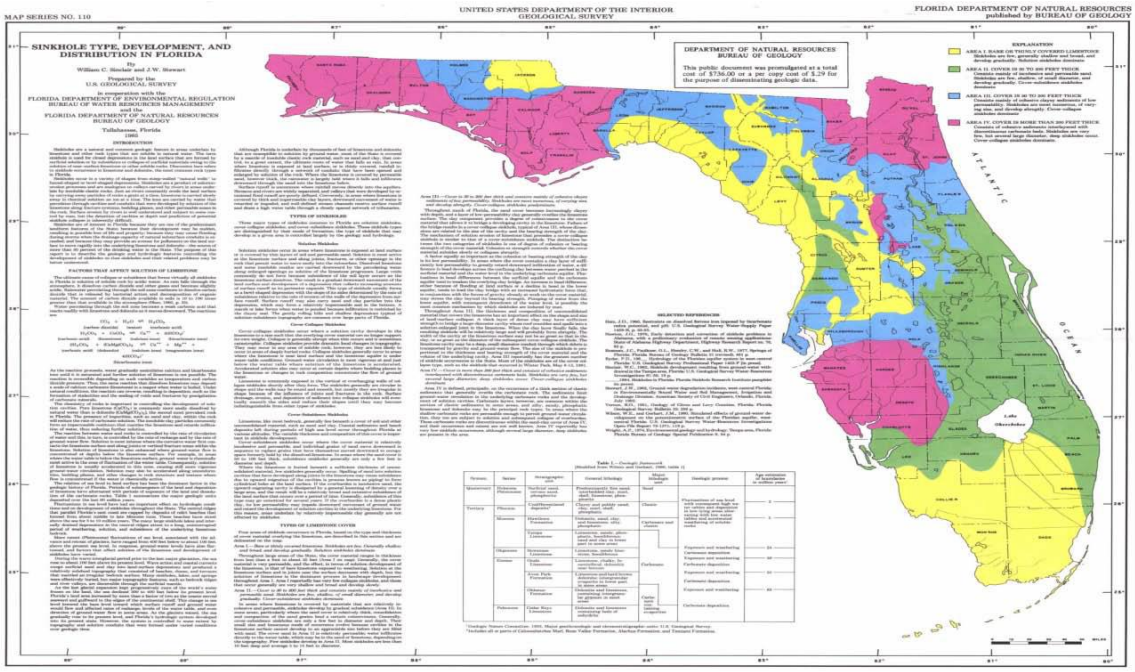
Topographically, Florida is part of a large Karst formation that comprises a section of the southeastern portion of the United States. Karst refers to the rock “foundation” that is slowly eaten through by chemical weathering eventually leading to subsidence or sinkholes. In Florida, the rock is generally limestone or gypsum, but it can be other types as well. The Karst terrain is also marked by the numerous caves and underground drainages.

2) Location and Extent

The following figure shows the potential for sinkholes in the State of Florida. Escambia County is located in Area IV (highlighted in pink), which illustrates where cover is more than 200 feet thick and consists of cohesive sediments interlaid with discontinuous carbonate beds.

Sinkhole events in these areas are very few in occurrence, however, several large in diameter, deep sinkholes can occur.

Figure 16: Sinkhole Type, Development, and Distribution in Florida[34]



3) Previous Occurrences

There are no verified cases of sinkholes in Escambia County.

4) Probability of Future Events

The Florida Geological Survey of the Department of Environmental Protection (DEP) identifies the entirety of Escambia County is located in an area where sinkholes seldom, if ever occur.

5) Vulnerability and Risk Assessment

There are no verified cases of sinkholes in Escambia County. No further analysis or risk assessment will be conducted for this plan.

n) Earthquake

1) Description

An earthquake is ground shaking caused by a sudden movement of rock in the earth's crust. Such movements occur along zones known as faults, which are thin areas of crushed rock separating blocks of crust within the earth. When one block suddenly slips and moves relative to the other along a fault, the energy released creates vibrations called seismic waves that radiate up through the crust to the earth's surface, causing the ground to shake.

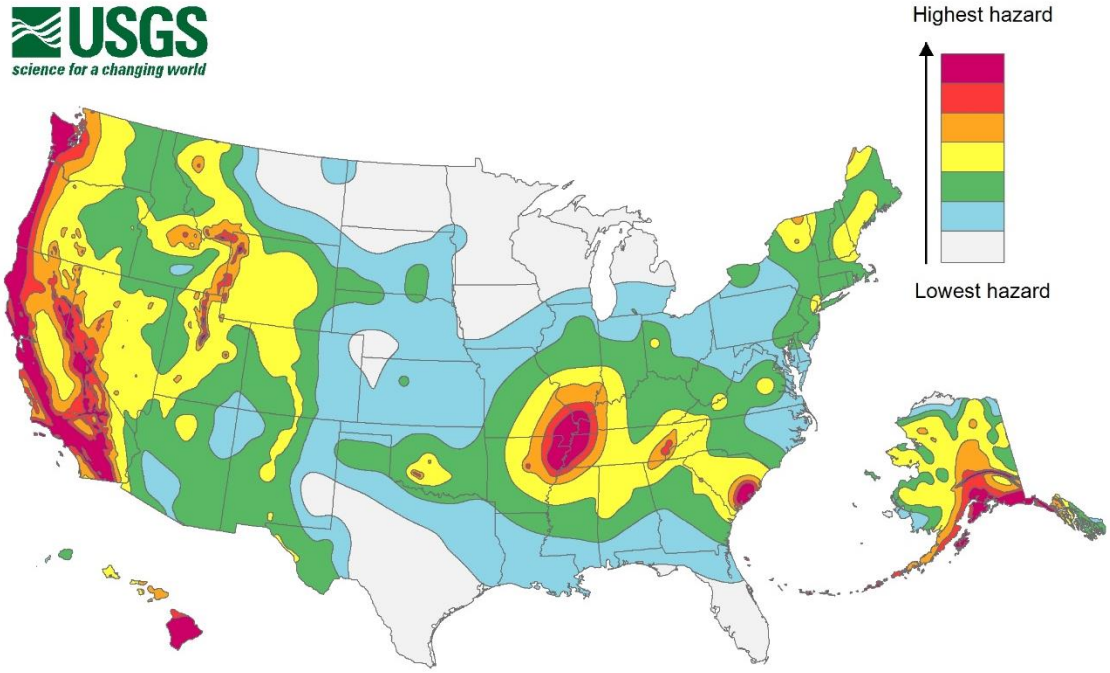
According to David Kopsaka-Marvel of the Geological Survey of Alabama, "there is a former plate boundary in Florida, because most of Florida was once part of Africa. The suture is buried quite deep, and is not a zone of active plate movement now, but there

[34] SOURCE: U.S. Department of the Interior, Geologic Survey. https://floridadep.gov/fgs

are many ancient faults associated with it. Other (newer) faults in Florida are associated with the thick sedimentary successions deposited on the western Florida continental shelf. These faults form when thick masses of sediment start to slide slowly downward because of their great and unevenly distributed weight. Earthquakes are commonly associated with movement on growth faults, as these are called. Other earthquakes may be caused by ground settling from water or hydrocarbon extraction. Major earthquakes are unknown in Florida, and minor earthquakes are not common, but they do occur. The two largest earthquakes recorded in Florida, according to the US Geological Survey database, occurred in 1780 and 1879."

The figure below shows the most recently developed earthquake hazard risk based on USGS models for the conterminous U.S. (2018), Hawaii (1998), and Alaska (2007).

Figure 17: 2018 Long-term National Seismic Hazard Map[35]



2) Location and Extent

There is no history of damaging earthquakes in the County, the peak acceleration rate is determined to be low by the U.S. Geological Survey, and recent events near Escambia County provide a reference that building damage most likely will not occur from the area's seismic activity.

3) Previous Occurrences

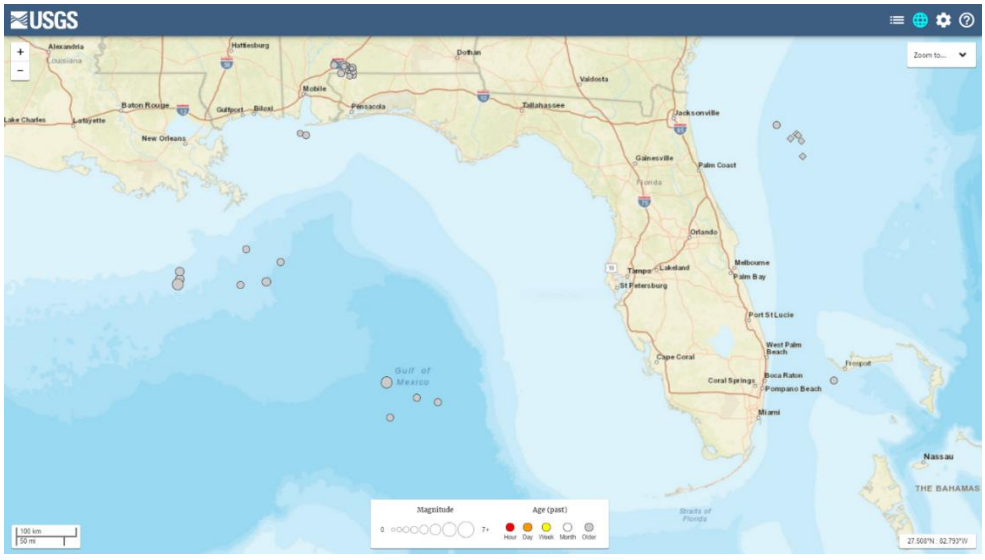
The following are earthquake occurrences that have been reported in or near the State of Florida:

[35] https://www.usgs.gov/natural-hazards/earthquake-hazards/hazards

- October of 1997, a 4.9 magnitude earthquake was recorded near Littleville, Alabama that was felt through McDavid, Pensacola, Walnut Hill, down to Perdido and as far east as Milton and Elgin AFB, with Century feeling the most of the tremors actually causing some homes built off grade to slide off their foundations.
- September of 2003, a 3.3 magnitude earthquake was recorded 35 miles southeast of Jackson, Alabama that was felt in northern Escambia County, with no reports of any damage.
- February 10, 2006, a 5.2 hit 250 miles south-southwest of Apalachicola, Florida. No damages were reported.
- September 10, 2006, a 6.0 earthquake impacted the Gulf of Mexico approximately 250 miles south-southwest of Apalachicola, Florida. No damages were reported.
- February 18, 2011, a 3.5 magnitude earthquake was recorded approximately 10 miles off the coast of Baldwin County, Alabama. No damages were reported.
- November 11, 2012, a 2.6 magnitude earthquake was recorded approximately 10 miles off the coast of Baldwin County Alabama. No damages were reported.
- In March and April of 2019, a series of nine earthquakes ranging from a magnitude of 1.9 to 3.1 were recorded on the northern border of Escambia County and Flomation, Alabama. The effects of the earthquake could be felt in the Town of Century. No damages were reported.

The following figure identifies the seismic activity near the State of Florida.[36]

Figure 18: Seismic Activity Near the State of Florida from 1957 to 2020



[36] https://www.usgs.gov/natural-hazards/earthquake-hazards/earthquakes

4) Probability of Future Events

According to the US Geological Survey, Escambia County is part of a stable continental region. Earthquakes are unlikely to occur. The probability of a magnitude 5.0 to 10.0 earthquake within the next 50 years is 0.45%.

5) Vulnerability and Risk Assessment

In the unlikely event of a major earthquake, a significant number of residents is likely to be affected as well as a high anticipated economic cost. Based on physical location, topography and historical data, the northern part of the county would be more likely to experience impacts. However, the probability of such an occurrence is considered extremely low. Structural and utility issues would be the more vulnerable to earthquakes. The vulnerability to earthquakes is considered low.

Based on the current information and the historical occurrences, the risk of major earthquake activity is equally low for all jurisdictions of Escambia County. Recently recorded tremors felt in and around the Town of Century indicate that the northern portion of the county is at a slightly higher risk of earthquake activity.

Continued or more frequent seismic activity, or an increase in intensity in the County may warrant possible examination of mitigation activities that would need to be addressed, specifically near the Town of Century and in northern Escambia County.

o) Erosion

1) Description

Erosion occurs when land is worn away by the action of natural forces in waves, currents and wind. Even though erosion is a natural process, it can be either mitigated or enhanced by human activity.

2) Location and Extent

In the central and northern parts of the County, there is gradually farmland slope erosion that may cause sections of soil to slide down gradual slopes that become saturated with water or erode with heavy rainfall as the water works its way into the natural grade winding to local streams and rivers.

Coastal erosion is well documented along the barrier islands. Generally, there is a net movement of sand from east to west. Annual erosion, not associated with a tropical storm event, is approximately 20,000 cubic yards per year. During major hurricanes, sand losses are expected to be on the order of 3 to 5 million cubic yards of sand. This erosion costs an estimated $40 million to restore. Shoreline retreat is expected to be approximately 100-120 feet to the north. Without restoration, private development and public infrastructure would be extremely vulnerable to future flood and wave events.

Escambia County with the Santa Rosa Island Authority has an active program to maintain the engineered beach on Pensacola Beach to assure a minimum standard of protection is in place year after year.

3) Previous Occurrences

Several notable erosion events have happened in the County, including:

- Hurricane Erin and Hurricane Opal, 1995: Hurricane Opal took a major toll on Pensacola Beach, particularly with the beaches ability to rejuvenate itself through natural means moving into the future.
- Hurricane George, 1998: This storm wiped out what was left of Pensacola Beach.
- Beach Nourishment, 2001: The first beach nourishment on Pensacola Beach, this included placement of approximately 3.8 million cubic yards of sand within the 8.1 miles of jurisdictional area of Pensacola Beach.
- Tropical Storm Isadore, 2001: The storm broke through the beach dune/berm and removed what was left of the dune/berm system protecting property along the beach on Pensacola Beach.
- Hurricane Ivan, 2004 and Hurricane Dennis, 2005: These storms significantly impacted Pensacola Beach with the removal of almost the entire beach and the dune/berm system along the beach protecting homes and businesses.
- Beach Nourishment, 2005: The second beach nourishment on Pensacola Beach, included the replacement of approximately 3.6 million cubic yards of sand within the 8.1 miles of jurisdictional area of Pensacola Beach.
- Hurricane Ike and Hurricane Gustav, 2008: Significantly eroded Pensacola Beach, eroding approximately 800,000 cubic yards of sand.
- In 2014, record rainfall was experienced in Pensacola, significant erosion occurred in several areas of the County and City, eroding away roads, earthen dams, and along the Scenic Highway Bluffs.
- Tropical Storm Gordon, 2018: Beach erosion was reported on the barrier islands south of Pensacola as a direct result of the tropical storm.

4) Probability of Future Events

Significant erosion events are tied to tropical activity; therefore, the probability of occurrence is moderate.

5) Vulnerability and Risk Assessment

With over 28 miles of barrier islands subject to chronic and acute erosional activity, the vulnerability of Escambia County and Pensacola Beach is considered high.

Riverine erosion is a concern for Escambia County as the east and west borders are made up of the Escambia and Perdido Rivers, respectively. While these rivers pose a threat from flooding, the erosion issues are considered minimal, even during flood conditions.

The City of Pensacola has step “cliffs” on the eastern side of the City going down into the Escambia Bay, however, the soils are considered stable and not a threat to nearby property or homes; the risk is low for erosion in the City.

The Town of Century has a low risk of erosion due to its geographical location.

The County has identified a variety of risk levels from low to moderate risk of erosion dependent upon the geographical location, such as along a river or creek or inland away from potential of water impacts.

p) Dam or Levee Failure

1) Description

A dam is an artificial barrier that has the ability to impound water, wastewater, or any liquid- borne material, for the purpose of storage or control of water. It helps contain or control the flow of water during a flood. It is important to understand that levees reduce the risk of flooding, but do not eliminate the risk.

A dam/levee failure is a collapse or breach in a dam or levee. While most dams have storage volumes small enough that failures have little or no repercussions, dams with large storage amounts can cause significant downstream flooding.

According to FEMA, more than a third of the country's dams are 50 or more years old. Approximately 14,000 of those dams pose a significant hazard to life and property if failure occurs. There are also about 2,000 unsafe dams in the United States, located in almost every state. Dam failures can result from one or a combination of the following reasons[37]:

- Overtopping caused by floods that exceed the capacity of the dam
- Deliberate acts of sabotage
- Structural failure of materials used in dam construction
- Movement and/or failure of the foundation supporting the dam
- Settlement and cracking of concrete or embankment dams
- Piping and internal erosion of soil in embankment dams
- Inadequate maintenance and upkeep

2) Location and Extent

Escambia County has approximately 86 permitted and 9 unpermitted dams. Most of the dams are located in the mid to northern portions of the County and associated with agriculture use (i.e. cattle watering pond). According to the Florida Water Management District (NWFWMD), the dams are earthen berm type, with a primary spillway constructed of a durable material such as metal, concrete, or PVC and an auxiliary or emergency spillway which was most frequently constructed as an earthen spillway. All permitted facilities required the installation of a low-level dewatering device.

A majority of the dams are considered low risk dams, with just two rated as high risk[38] due to the potential impacts if the dam was to breach and/or have complete failure. The largest of the impoundments is associated with the Crescent Lake subdivision. This dam forms a lake that is approximately 67 acres in area and is projected to impound a volume of approximately 201 acre-feet or 65.5 million gallons of water.

[37] FEMA (2019b). Why Dams Fail, https://fema.gov/why-dams-fail
[38] National Inventory of Dams (https://nid.sec.usace.army.mil/)

3) Previous Occurrences

The Crescent Lake area received extensive damage during the April 29-30, 2014 storm event. Flooding caused extreme erosion and sedimentation along Blue Springs Avenue and East Shore Drive. Crescent Lake overtopped and caused a breach in the dam. The floodplain for Marcus Creek downstream of the dam was sufficient to carry waters to Perdido Bay. Although, there were several homes that flooded along the path, these homes have had a history of flooding without the dam breach.

Since 2010, the only significant dam failures occurred at Crescent Lake (referenced above) and a smaller (approximately 3.5 acre) impoundment located just north of Orby Street at Chemstrand Road associated with the April 2014 storm event.

4) Probability of Future Events

Earthen dams are vulnerable during heavy rains and hurricanes due to spillway capacity being exceeded or debris restricting flow in spillways resulting in overtopping and dam failure. The probability of potential dam or levee failure is low.

5) Vulnerability and Risk Assessment

In the northern part of the County, agricultural lands and farming community associated infrastructure could be vulnerable. In the more populated areas of the County there is the potential for human and infrastructure damage due to the proximity of those dams. Historical events have identified issues with transportation, roads, and bridges have been affected by these vulnerabilities. Based on these instances, it can be concluded that there are direct socio-economic impacts to the community overall.

The NWFWMD maintains a listing of the dams and the risk assessment for each dam located within the County.

q) Epidemic/Pandemic

1) Description

An epidemic is a disease that affects a greater number of people than is usual within a region. A pandemic is the same as an epidemic except it has spread to more than one region of the world. Infectious diseases are caused by pathogenic microorganisms, such as bacteria, viruses, parasites or fungi; the diseases can be spread, directly or indirectly, from one person to another. Zoonotic diseases are infectious diseases of animals that can cause disease when transmitted to humans.

For the purpose of this Plan, infectious disease has been categorized as (1) pandemic and (2) localized infectious disease outbreaks.

A pandemic is an epidemic that occurs over a wide geographic area, often global. Pandemics results when a microorganism (or disease condition) emerges that is pathogenic for humans but to which humans have no immunity or prior protection. Thus, an epidemic occurs and the number of cases substantially exceeds the number of expected cases over a given period of time. Pandemics generally refer to infectious diseases that spread efficiently from person to person across the globe, although the term may be used to describe medical conditions with other risk factors, such as chronic illnesses like cardiovascular diseases.

2) Location and Extent

Populated areas throughout Escambia County its jurisdictions are the most at risk from human disease. Disease is not a risk, in itself, to the physical or operational integrity of any type of structure. However, high absenteeism could threaten the operating capabilities of businesses, industries, institutions and government agencies.

In 2020, Escambia County planned the implementation of a comprehensive Pandemic Plan in order to facilitate the continuity of governmental operations so as to provide necessary services to the citizens of the County in the event that a pandemic strikes the Gulf Coast of Florida.[39]

In the event of a pandemic, medical and health care facilities may be overwhelmed, with local care not readily accessible to those in need. Fatalities would significantly increase. Public safety would be compromised due to illness among public safety and security agencies. Quarantine and isolation techniques would be imposed, requiring a significant enforcement challenge. Temporary health care facilities and field hospitals would have to be activated and staffed by professionals from outside the county.

Overall, the human and economic consequences of the event would be very substantial.

3) Previous Occurrences

Below are the epidemics/pandemics that may have had notable impacts:

- The “Spanish Flu,” 1918/1919: The Spanish Flu began in August 1918, in three disparate locations: Brest, Boston and Freetown. An unusually severe and deadly strain of influenza spread worldwide. The disease spread across the world, killing 25 million in the course of six months; some estimates put the total of those killed worldwide at well over twice that number. An estimated 17 million died in India, 500,000 in the USA and 200,000 in the UK. It vanished within 18 months and the actual strain was never determined, though some recent attempts at reconstructing genes from the virus have been successful.
- H5N1 “Bird Flu,” 1997/2003: Asian highly pathogenic avian influenza (HPAI) A(H5N1) virus occurs mainly in birds and is highly contagious among them. HPAI Asian H5N1 is especially deadly for poultry. The virus was first detected in 1996 in geese in China. Asian H5N1 was first detected in humans in 1997 during a poultry outbreak in Hong Kong and has since been detected in poultry and wild birds in more than 50 countries in Africa, Asia, Europe, and the Middle East. Six countries are considered to be endemic for Asian HPAI H5N1 virus in poultry (Bangladesh, China, Egypt, India, Indonesia, and Vietnam).

  Since its widespread re-emergence in 2003, rare, sporadic human infections with this virus have been reported in Asia, and later in Africa, Europe, and the Middle East. Human infections with Asian H5N1 viruses have been associated with severe disease and death. Most human infections with avian influenza viruses, including HPAI Asian H5N1 viruses, have occurred after prolonged and close contact with infected birds. Rare human-to-human spread with this virus has

[39] Escambia County Pandemic Plan 2020

occurred, but it has not been sustained and no community spread of this virus has ever been identified.[40]

- SARS, 2002/2003: Severe acute respiratory syndrome (SARS) is a viral respiratory illness caused by a coronavirus called SARS-associated coronavirus (SARS-CoV). SARS was first reported in Asia in February 2003. The illness spread to more than two dozen countries in North America, South America, Europe, and Asia before the SARS global outbreak of 2003 was contained.

  Since 2004, there have not been any known cases of SARS reported anywhere in the world. The content in this website was developed for the 2003 SARS epidemic. But some guidelines are still being used.[41]

- H1N1, 2009: In the spring of 2009, a novel influenza A (H1N1) virus emerged. It was detected first in the United States and spread quickly across the United States and the world. This new H1N1 virus contained a unique combination of influenza genes not previously identified in animals or people. This virus was designated as influenza A (H1N1)pdm09 virus. From April 12, 2009 to April 10, 2010, CDC estimated there were 60.8 million cases (range: 43.3-89.3 million), 274,304 hospitalizations (range: 195,086-402,719), and 12,469 deaths (range: 8868-18,306) in the United States due to the (H1N1)pdm09 virus.[42]
- Ebola, 2014-2016: On March 23, 2014, the World Health Organization (WHO) reported cases of Ebola Virus Disease (EVD) in the forested rural region of southeastern Guinea. The identification of these early cases marked the beginning of the West Africa Ebola epidemic, the largest in history. On March 23, 2014, with 49 confirmed cases and 29 deaths, the WHO officially declared an outbreak of EVD.

  Overall, eleven people were treated for Ebola in the United States during the 2014-2016 epidemic. On September 30, 2014, CDC confirmed the first travel-associated case of EVD diagnosed in the United States in a man who traveled from West Africa to Dallas, Texas. The patient (the index case) died on October 8, 2014. Two healthcare workers who cared for him in Dallas tested positive for EVD. Both recovered.

  On October 23, 2014, a medical aid worker who had volunteered in Guinea was hospitalized in New York City with suspected EVD. The diagnosis was confirmed by the CDC the next day. The patient recovered. Seven other people were cared for in the United States after they were exposed to the virus and became ill while in West Africa, the majority of whom were medical workers. They were transported by chartered aircraft from West Africa to hospitals in the United States. Six of these patients recovered, one died.

- MERS, 2014: In May 2014, CDC confirmed two unlinked imported cases of MERS in the United States—one to Indiana, the other to Florida. Both cases

[40] https://www.cdc.gov/flu/avianflu/h5n1-virus.htm
[41] https://www.cdc.gov/sars/index.html
[42] https://www.cdc.gov/flu/pandemic-resources/2009-h1n1-pandemic.html

were among healthcare providers who lived and worked in Saudi Arabia. Both traveled to the U.S. from Saudi Arabia, where scientists believe they were infected. Both were hospitalized in the U.S. and later discharged after fully recovering.[43]

- Zika Virus, 2015 and 2016: In early 2015, a widespread epidemic of Zika fever, caused by the Zika virus in Brazil, spread to other parts of South and North America. It also affected several islands in the Pacific, and Southeast Asia. In 2016, a reported 5,168 cases of Zika virus were reported in the U.S. In the State of Florida, this included 1,107 cases of the virus.[44]
- COVID-19, 2020: On January 11, 2020, Chinese health authorities preliminarily identified more than 40 human infections with novel coronavirus in an outbreak of pneumonia under investigation in Wuhan City, Hubei Province, China. Chinese health authorities subsequently posted the full genome of the so-called "novel coronavirus 2019", or "2019-nCoV", in GenBank ®, the National Institutes of Health genetic sequence database.

  On February 11, 2020 the World Health Organization announced an official name for the disease that is causing the 2019 novel coronavirus outbreak, COVID-19 and declared it a pandemic outbreak on March 11, 2020.[45]

4) Probability of Future Events

According to previous history and the CDC, pandemic type events rarely happen (4 times in the 20th century), therefore indicating a low/moderate probability.

Based on the occurrences and future probability, the County has made some assumptions about how to plan for a pandemic/epidemic which is outlined below.

- Susceptibility to the pandemic influenza virus will be universal.
- Efficient and sustained person-to-person transmission signals an imminent pandemic.
- The clinical disease attack rate will likely be 30% or higher in the overall population during the pandemic. Illness rates will be highest among school-aged children (about 40%) and decline with age. Among working adults, an average of 20% will become ill during a community outbreak.
- Some people will become infected but not develop clinically significant symptoms. Asymptomatic or minimally symptomatic individuals can transmit infection and develop immunity to subsequent infection.
- Of those who become ill with influenza, 50% will seek outpatient medical care.
- With the availability of effective antiviral drugs for treatment, this proportion may be higher in the next pandemic.
- The number of hospitalizations and deaths will depend on the virulence of the pandemic virus. Estimates differ about 10-fold between more and less severe

[43] https://www.cdc.gov/coronavirus/mers/us.html
[44] https://www.cdc.gov/zika/index.html
[45] Florida Department of Health – Novel Coronavirus (2019nCoV)

scenarios. Two scenarios are presented based on extrapolation of past pandemic experience. Planning should include the more severe scenario.

- Risk groups for severe and fatal infection cannot be predicted with certainty but are likely to include infants, the elderly, pregnant women, and persons with chronic medical conditions.
- Rates of absenteeism will depend on the severity of the pandemic.
- In a severe pandemic, absenteeism attributable to illness, the need to care for ill family members and fear of infection may reach 40% during the peak weeks of a community outbreak, with lower rates of absenteeism during the weeks before and after the peak.
- Certain public health measures (closing schools, quarantining household contacts of infected individuals, “snow days”) are likely to increase rates of absenteeism.
- The typical incubation period (interval between infection and onset of symptoms) for influenza is approximately 2 days.
- Persons who become ill may shed virus and can transmit infection for up to one day before the onset of illness. Viral shedding and the risk of transmission will be greatest during the first 2 days of illness. Children usually shed the greatest amount of virus and, therefore, are likely to post the greatest risk for transmission.
- On average, infected persons will transmit infection to approximately two other people.
- An affected community, a pandemic outbreak will last about 6 to 8 weeks.
- Multiple waves (periods during which community outbreaks occur across the country) of illness could occur with each wave lasting 2 to 3 months. Historically, the largest waves have occurred in the fall and winter, however, the seasonality of a pandemic cannot be predicted with certainty.

5) Vulnerability and Risk Assessment

Certain people are at high-risk for serious complications (infants, elderly, pregnant women, extreme obesity and persons with certain chronic medical conditions). Further impacting risk, most people have little or no immunity because they have no previous exposure to the virus or similar viruses.

Seasonal flu rates of medical visits, complications, hospitalizations and death can vary from low to high. The CDC estimates that flu-related hospitalizations since 2010 ranged from 140,000 to 710,000, while flu-related deaths are estimated to have ranged from 12,000 to 56,000. Now in comparison, pandemic flu rates of medical visits, complications, hospitalizations and death can range from moderate to high. The number of deaths could be much higher than the seasonal flu (e.g. The estimated U.S. death toll during the 1918 pandemic was approximately 675,000). With the recent spread of COVID19, additional pandemic numbers will continually change until a time in which the virus is contained.

Considering the spread and infection rate, a pandemic event may cause major impacts on the general public, such as travel restrictions and school or business closings. Additionally, there is the potential for severe impact on domestic and world economies.[46]

Most efforts in analyzing the impacts and effects of disease and pandemic have been done at the national level. Because of the dynamics involved with the spread of disease and pandemic, a local level assessment has not been conducted specifically, but the local understanding that if a pandemic does impact our community, it will quickly overwhelm our local healthcare system.

r) Hazardous Materials

1) Description

A hazardous material is any item or agent which has the potential to cause harm to humans, animals, or the environment, either by itself or through interaction with other factors. Emergencies can happen during production, storage, transportation, use or disposal. populations are at risk when chemicals are used unsafely or released in harmful amounts where you live, work or play.

Hazardous materials include:

- Explosives;
- Flammable, non-flammable, and poison gas;
- Flammable liquids;
- Flammable, spontaneously combustible, and dangerous when wet solids;
- Oxidizers and organic peroxides;
- Poisons and infectious substances;
- Radioactive materials; and
- Corrosive materials.[47]

The Code of Federal Regulations (CFR), 40 CFR 302, establishes the list of extremely hazardous substances, threshold planning quantities, and facility notification responsibilities necessary for the development and implementation of State and local emergency response plans.

Facilities storing, using, or transporting hazardous materials with certain characteristics, and specific quantities as listed in 40 CFR 302, that may be of critical risk to safety, health and life of a community must report that information to the local, state, and Federal government to assist in identifying those materials and where they are located, so the risk can be assessed and planned for by the community.

2) Location and Extent

The release of a hazardous materials to the environment could cause a multitude of problems. Although these incidents can happen almost anywhere, certain areas of the County are at higher risk, such as near roadways that are frequently used for transporting hazardous materials and locations with industrial facilities that use, store, or dispose of

[46] https://www.cdc.gov/flu/pandemic-resources/basics/about.html

[47] National Archives and Records Administration, "Code of Federal Regulations Title 49: Transportation"

such materials. Areas crossed by railways, waterways, airways, and pipelines also have increased potential for mishaps. Incidences can occur during production, storage, transportation, use, or disposal of hazardous materials. Communities can be at risk if a chemical is used unsafely or released in harmful amounts into the environment. Hazardous materials can cause death, serious injury, long-lasting health effects, and damage to buildings, the environment, homes, and other property.

The term “release” includes spilling, leaking, pumping, pouring, emitting, emptying, discharging, escaping, leaching, dumping, or disposing into the environment of any hazardous material. Hazardous materials releases (HMRs) may be intentional or accidental, and may occur at fixed facilities or on vehicles.

HMRs are harmful in three ways:

1) Life safety concerns. Chemical, biological, and radiological agents can cause significant health risks to those exposed to them; biological agents can be additionally dangerous if they are infectious. Flammable and explosive materials also present life safety concerns if they are exposed to heat.

2) Costly and delicate nature of cleanup. Any release of a hazardous material requires a thorough and careful clean-up of the site and decontamination of those exposed.

3) Operational delays. Delays caused by any HMR and the ensuing evacuation and cleanup processes could lead to significant economic losses due to traffic delays (mobile releases) or operational shut-down (fixed facilities).

Most incidents occur with little or no warning, and can be difficult to detect until symptoms present themselves in those affected. Although major chemical incidents seem most threatening, it is the smaller, more routine accidents and spills that have a greater impact on humans, wildlife, economy, and environment. Some of the most common spills involve tanker trucks and railroad tankers containing gasoline, chlorine, or other industrial chemicals.

Accidental hazardous waste/materials spills can be reported immediately following the spill, thus reducing the amount of time the spill is left uncontained. Most hazardous waste/materials spills occur with little or no warning, and can be difficult, if not impossible, to detect until symptoms present themselves to those affected. External releases may create airborne plumes of chemical, biological, or radiological elements that can affect a wide area and last for hours or days. Internal releases would most likely require evacuation of a facility for hours to days. Both external and internal releases would require extensive clean-up efforts, which could last days to months depending on the type and magnitude of the spill.

3) Previous Occurrences

There have been several notable hazardous materials release incidents near and in Escambia County.

- 1979: A railway tanker derailed and leaked Anhydrous Ammonia which caused a few fatalities.

- 1979: “Donna” a National Airline 727 crashed in the Pensacola Bay right off the shore from Pensacola and Escambia County spilling aviation fuel and causing several deaths.
- 1993: The only known radiation incident in the County involved an automobile running into a typical neighborhood storage facility, exposing a small amount of radioactive material being stored in the facility. There was no risk to the local population or property as no radioactive material was released.
- 2014: During a rare ice storm, a train derailment occurred in Molino, that derailed 24 cars from which one tanker released upwards of 30,000 gallons of phosphoric acid into Fletcher Creek that feeds into Escambia River.
- 2016: A large nitrous oxide tank exploded at the Airgas facility at the Ascend Performance chemical plant killing one person. There was no immediate threat to the neighboring community.
- 2017: International Paper’s Cantonment mill explosion occurred because of a mixture of off-gases and air combined to make an explosive environment around a digester on-site, when an ignition source initiated the blast. Wood fiber, water, and pulping liquor was released and fell to the ground starting from the plant, across highway 29, and onto homes and private property primarily in the Woodbury Circle neighborhood.
- 2019: A break in an underground oil line resulted in the release of 16,600 gallons of oil. The spill was contained to a hole near the break.

4) Probability of Future Events

The threat of future incidents involving hazardous materials is ever increasing, not only from our own County’s growth and increasing demand for hazardous products, but also from homeland security threats. The County also is a major transportation route where by hazardous materials are constantly traveling through the community in the immediate proximity of citizens, homes, and local businesses. Transportation of hazardous materials via highways, airport, railways, waterways, or pipelines requires citizens to live within vulnerable areas of hazardous materials. Although, the probability and risk of a hazardous material event happening in the future certainly exits, the overall risk remains low due to stringent industry regulation and scrutiny of such facilities and transports.

To assist in planning for potential hazardous materials incidents, the County uses CAMEO FM, a system of software applications used widely to plan for and respond to chemical emergencies. The CAMEO program identifies each facility and creates a worst-case scenario vulnerable zone (VZ) around that facility to help in the planning process to understand all the areas that could potentially be impacted by a chemical release or accident. In an effort to define the hazard areas for our extremely hazardous materials (classified as “302” hazards), we use the output of “worst-case scenarios” from the CAMEO FM Program. When identifying the worst-case vulnerability zones for all the “302” facilities in the County, all of the heavily populated areas are at risk from at least one of the “302” facilities. Only the very rural areas in the northern portions of the County, along with Pensacola and Perdido beaches stand to be minimally impacted.

5) Vulnerability and Risk Assessment

Escambia County is at risk from a variety of hazardous materials incidents. These incidents can occur at either fixed facilities in the County, from the transportation of hazardous material through the County, or from coastal spills, and can be a simple as a vehicle accident leaking fuel and oils, to large tanker trucks running over the edge of an overpass, to a train derailment and release. As a result of the risk of moving hazardous materials, there are more transportation accidents involving hazardous materials in Escambia County than those that occur at fixed facilities. These transportation accidents can occur on roadways, railways, waterways, air and pipelines

Areas with multiple chemical facilities experience a greater risk of a chemical incident than other locations. Nearly every community in Escambia County has at least one facility in each that stores, produces, or utilizes a hazardous material. Propane installations are located across the state and their presence increases the risk of an incident. Hazardous material shipments move through the county annually; these shipments can occur at any time, day or night, and by means of road, rail, air and water, and often through areas with urbanized, high traffic volume routes.

Hazardous waste/materials spills may be accidental or intentional, and may occur at fixed facilities or during transportation. Hazardous materials are widely used in public and private facilities and farms. Numerous facilities in Escambia County store, use, dispose, or have the capacity and infrastructure to handle hazardous materials on a regular basis; under Title III of the Emergency Planning and Community Right to Know Act, facilities that meet certain requirements must report to federal, state, and local authorities. These facilities are commonly referred to as “Tier I” or “Tier II” facilities.

There are approximately 106 Tier II facilities located in Escambia County. The Santa Rosa Island Authority has one (1), the Town of Century has four (4), the City of Pensacola has approximately forty (40), and the unincorporated county has an approximate sixty-one (61) “302” facilities. Ascend Performance Materials, the world’s largest manufacturer of Nylon, and Cerex Advance Fabrics, are the County’s largest “302” facilities.

Transportation risks associated with hazardous materials will be discussed individually below:

Roadways

There are four major roadways in Escambia County that transport significant quantities of hazardous materials:

- U.S. 98: Located near the coastline and travels through extensive urban areas in Escambia County, and is used heavily by tourists in the summer. U.S. 98 crosses extensive wetland areas, as well as bays and bayous.
- Interstate 10: I-10 is a divided four/six lane highway that travels East to West through Escambia County and the Panhandle of Florida. The highway passes through significant urban areas in Escambia County, as well as numerous wetlands, river, and bay crossings.
- U.S. 90: U.S. 90 and U.S. ALT 90 carry high volumes of traffic in Escambia County, and also serve as the main access routes for chemical plants in

northern Escambia County. There are also large numbers of businesses and residences located along these roadways.

- U.S. 29: U.S. 29 travels the entire north-south length of Escambia County. Hwy 29 travels from the south in highly populated areas, through to the rural central and northern parts of the County.

Railways

Two major railways are located in Escambia County serving industries and ports: Alabama & Gulf Coast Railway (AGCR) and CSX Transportation. The AGCR runs from Atmore, Alabama to the Port of Pensacola. The railway runs parallel to roadways in Escambia County and through highly populated areas in Pensacola, Ensley, and Cantonment.

CSX Transportation railway runs from the Town of Century due south to Escambia Bay and then turns east all the way to Tallahassee. The rail parallels Highway 90 and passes through communities in and around Highway 90. Gasoline and molten sulfur are the main hazardous materials transported on these railways.

Waterways

Escambia County contains eleven port facilities that handle hazardous materials, as well as the Intercoastal Waterway, which leads to various other port facilities along the Gulf Coast. Both the City of Pensacola and the County have a geographical risk to waterway accidents as they are located along the coast of the Gulf of Mexico.

Even though Escambia County and the City of Pensacola have had no waterway hazardous material accidents occur in their jurisdictions, barge accidents have occurred in collisions with bridges and other boat traffic in neighboring jurisdictions. Packing, loading/unloading also presents a hazardous materials risk at the Port in Pensacola.

Pipelines

Escambia County contains numerous high-pressure natural gas lines owned by Koch Gateway Pipeline Co., Florida Gas Transmission, Five Flags Pipeline Co., and Okaloosa Gas. Substantial fire and explosions could occur due to accidental damage to lines by unauthorized excavation. Exxon Pipeline Co. has a 16” crude oil pipeline in the northern portion of the County; the line is used for pumping crude and processed oil from Escambia and Santa Rosa Counties oil fields.

In 2001, a high-volume natural gas line ruptured and exploded near a local car dealership with flames engulfing a large truck, damaging several cars at the dealership, and closing a major road in Escambia temporarily.

The City of Pensacola has no major pipeline running through the City or along the beaches of Perdido Key and Pensacola Beach. The pipelines run mainly along highway 29 in the central and northern parts of the County, and in and around Century.

Though accidents can and do happen, most of the pipelines are underground and away from potential environmental and human impacts. The risk of such accidents remains relatively low for all of our jurisdictions.

Airports/Aircraft

Escambia County is home to the Pensacola International Airport, Pensacola Naval Air Station (NAS), and 6 other public/private minor airports. With strict guidelines and regulations, airport and aircraft accidents have been kept to minimum. However, with all of these airfields, flight paths do take aircraft over populated areas daily and includes flight paths that impact each of the jurisdictions. Pensacola International Airport and Pensacola NAS are the primary airfields that have larger aircraft and larger passenger aircraft. Most of the other airfields have smaller private planes.

The Pensacola International Airport is located in the northeast part of the City. The naval airbase is in the southwest portion of the County, with a couple of smaller military airfields and private in other county locations.

With flight paths taking planes directly over the populated centers of the City and County, the amount of air traffic and limited number of large airliners coming into the Pensacola International Airport keep the risk of an accident to the moderate level.

Pensacola Naval Air Station also has a significant amount of air traffic, flying in and out of the base every day. As the home of the Blue Angels, the naval base brings in many high-powered military jets and support planes. Most of the flight paths are over the unincorporated County areas, the City of Pensacola, Santa Rosa Island Authority, and the Town of Century do experience some military vehicles flying in their air space overhead. Due to the minimal margin for error in flying the military's technologically advanced aircraft, and the more dangerous portion of any flight in taking off and landing, the risk from a military aircraft accident is considered moderate.

While smaller spills may be more frequent in Escambia County, larger, more dangerous spills are infrequent.

Additional risks associated with hazardous materials is shown below:

Radiation Hazard

There are no nuclear plants within 50 miles of the County and its jurisdiction, and there are no facilities that regularly handle radiation in amounts that are considered dangerous to the community. Hospitals typically are the few facilities that manage radioactive material for medical procedures on a regular basis.

However, with major transportation routes through the community, there are radiation hazards that travel through our community on a regular basis. As an example, there is radioactive waste material from some of the Florida nuclear power plants that travel through our community on its way to proper disposal sites. As a result, there are radiation hazards to the community, but the risks are minimal through heavy government regulation over the transportation of such materials.

As previously mentioned, the only radiation occurrence in Escambia County was the 1993 automobile running into a neighborhood storage facility that exposed a small amount of radioactive material being stored.

s) Coastal Oil Spills/Release

1) Description

An oil spill is the release of crude oil, or liquid petroleum, into the environment. This is usually associated with marine spills but can also happen on land. Oil spills are caused by the release of oil from offshore platforms, drilling rigs, tankers, ships that have sunk, and any vehicle used to transport crude oil, over the water or land.

2) Location and Extent

Escambia County has witnessed several oil spills along the Gulf of Mexico over the years, but with no specific impact to our community until 2010. However, with over 27,000 abandoned wells in the Gulf of Mexico, there remains a constant risk of small leakage and potential landfall impacts and damages. These spills can have far reaching effects including continued damage to the environment and a financial loss to communities affected.

3) Previous Occurrences

There have been several notable hazardous materials release incidents near and in Escambia County.

- 1979: On June 3, 1979, an exploratory well blew out and released approximately 140 million gallons of crude oil.
- August 10, 1993-Three ships collided releasing approximately 336,000 gallons of No. 6 fuel oil into Tampa Bay.
- 2000: On November 28, 2000, an oil tanker released 567,000 gallons of crude oil into the lower Mississippi River.
- 2004: In September of 2004 Hurricane Ivan caused numerous releases into the Gulf of Mexico from damaged pipelines and platforms in the Gulf.
- 2005: In September 2005, as a result of Hurricane Katrina, there were 44 oil spills found in southeast Louisiana, with millions of gallons spilled.
- 2010: On April 20, 2010 a fire and explosion occurred at approximately 11:00 PM CDT, on the Deepwater Horizon, a semisubmersible drilling platform, with more than 120 workers aboard. The Deepwater Horizon is located some 50 miles SE of the Mississippi Delta. It was estimate that 4.9 million barrels of oil had been released by the well. Approximately 2.9 million pounds of oil was recovered in Escambia County.

4) Probability of Future Events

Based off of previous history, significant coastal oil incidents occur infrequently; therefore, the probability of occurrence is low.

5) Vulnerability and Risk Assessment

As of 2017, there are 23 operating rigs in the Gulf of Mexico, 19 drilling for crude oil and 4 drilling for natural gas. Given Florida’s dependence on tourism and the related sales

tax revenue, an oil spill, which is classified as a type of HazMat event, could affect any of Florida's many natural resources, which could be catastrophic. In 2015, Florida had over 105 million tourists visit the state, with 14.5% coming from international communities. Tourism generates roughly 23% of the state's sales tax revenue and as of 2014 employs over 1.5 million people.278 The Florida impacts of the 2010 Deepwater Horizon incident were mostly limited and contained, but the predictions at the time of potential impacts were severe. Moody's Analytics released a report which stated, should a significant amount of oil wash onto Florida's shores, the economic impact from tourism-related tax revenue and job losses could rival that of the ongoing recession and simulate a double dip recession. Following the lawsuits, Florida received over 200 million dollars in a settlement for lost tourism income.

In addition to economic impacts, an oil spill in Florida or off its shores could have severe consequences for wildlife, ecosystems, and the ecology. The Deepwater Horizon spill affected the wildlife populations of numerous species of turtles, birds, bottlenose dolphins, whales, and fish. Gulf states saw a decrease in bottlenose reproduction and a rise in deaths, the Kemp's Ridley sea turtle, already endangered, saw a massive drop in numbers, and scientists estimate the habitats on the bottom of the Gulf could take anywhere from multiple decades to hundreds of years to fully recover

t) Civil Disorder/Disturbance

1) Description

Civil disorder is typically the result of groups or individuals within the population feeling, rightly or wrongly, that their needs or rights are not being met, either by the society at large, a segment thereof, or the current overriding political system. When this results in community disruption where intervention is required to maintain public safety it becomes a civil disturbance. Civil disturbances can also occur in reaction to political movements or special events that attract large crowds, or as a result of an unemployment or economic crisis. When groups or individuals disrupt the community to the point where intervention is required to maintain public safety, the event has become a civil disturbance.

2) Location and Extent

Civil disturbance can occur anywhere and spans a wide variety of actions which includes, but is not limited to: labor unrest, strikes, civil disobedience, demonstrations, riots, prison riots, or rebellion leading to revolution. Triggers could include racial tension, religious conflict, unemployment, a decrease in normally accepted services or goods, such as extreme water, food, or gasoline rationing, or unpopular political actions. The most common type of civil disturbance is riots. Riots can cause extensive social disruption, loss of jobs, death, and property damage. The loss and damages may result from those involved in the action or initiated by authorities in response to the perception of a potential threat.

3) Previous Occurrences

Historically, Escambia and its jurisdictions have been fortunate not to have experienced any notable civil disturbances in the past.

4) Probability of Future Events

The probability of civil disturbances occurring in Escambia County is considered low.

5) Vulnerability and Risk Assessment

It is impossible to conduct a vulnerability analysis and loss estimation by jurisdiction for Civil Disturbances. While peaceful protests or demonstrations occur frequently, it is difficult to determine when a protest will become a civil disturbance or riot, by disrupting daily operations or by becoming violent. Based on the historical occurrences, the large, urban areas of the state are more likely to be affected by Civil Disturbances than the small rural areas.

The overall risks of future events remain low, however, the City of Pensacola, being the population center and County seat, may have a bit higher risk for consideration than the rest of the County and the Town of Century.

u) Cyberattack/Cyberterrorism

1) Description

For the purposes of this report, a cyberattack is defined as a malicious computer-to-computer attack through cyberspace that undermines the confidentiality, integrity, or availability of a computer (or network), data on that computer, or processes and systems controlled by that computer. National Security Presidential Directive 54/Homeland Security Presidential Directive 23 (NSPD-54/HSPD¬ 23) defines cyberspace as the interdependent network of information technology infrastructures, and includes the Internet, telecommunications networks, computer systems, and embedded processors and controllers in critical industries.

Threats to cyber space are regarded as one of the most serious economic and national security challenges in this day in age for the United States. As the Director of National Intelligence (DNI) recently testified before Congress, “the growing connectivity between information systems, the Internet, and other infrastructures creates opportunities for attackers to disrupt telecommunications, electrical power, energy pipelines, refineries, financial networks, and other critical infrastructures.[48]

The duration of a cyberattack is dependent on the complexity of the attack, how widespread it is, how quickly the attack is detected, and the resources available to aid in restoring the system. One of the difficulties of malicious cyber activity is that it could come from virtually anyone, virtually anywhere. The following tables summarize the common types and sources of cyberthreats.[49]

[48] Director of National Intelligence, Annual Threat Assessment of the Intelligence Community for the Senate Armed Services Committee, Statement for the Record, March 10, 2009, at 39.

[49] United States Government Accountability Office, “Critical Infrastructure Protection: Department of Homeland Security Faces Challenges in Fulfilling Cybersecurity Responsibilities”, Report #GAO-05-434 (May 2005), www.gao.gov/new.items/d05434.pdf

Table 13: Common Types of Cyber Attacks

Type of Attack	Description
Botnet	A collection of compromised machines (bots) under (unified) control of an attacker (botmaster).
Denial of service	A method of attack from a single source that denies system access to legitimate users by overwhelming the target computer with messages and blocking legitimate traffic. It can prevent a system from being able to exchange data with other systems or use the Internet.
Distributed denial of service	A variant of the denial of service attack that uses a coordinated attack from a distributed system of computers rather than from a single source. It often makes use of worms to spread to multiple computers that can then attack the target.
Exploit tools	Publicly available and sophisticated tools that intruders of various skill levels can use to determine vulnerabilities and gain entry into targeted systems.
Logic bombs	A form of sabotage in which a programmer inserts code that causes the program to perform a destructive action when some triggering event occurs, such as terminating the programmer's employment.
Phishing	The creation and use of emails and websites designed to look like those of well-known legitimate businesses, financial institutions, and government agencies in order to deceive Internet users into disclosing their personal data, such as bank and financial account information and passwords. Phishers use or sell this information for criminal purposes, such as identity theft and fraud.
Sniffer	Also knows as packet sniffer. A program that intercepts routed data and examines each packet in search of specified information, such as passwords transmitted in clear text.
Trojan horse	A computer program that conceals harmful code. A Trojan horse usually masquerades as a useful program that a user would wish to execute.
Virus	A program that infects computer files, usually executable programs, by inserting a copy of itself into the file. These copies are usually executed when the infected file is loaded into memory, allowing the virus to infect other files. Unlike the computer worm, a virus requires human involvement (usually unwitting) to propagate.
War dialing	Simple programs that dial consecutive telephone numbers looking for modems.
War driving	A method of gaining entry into wireless computer networks using a laptop, antennas, and a wireless network adaptor that involves patrolling locations to gain unauthorized access.
Worm	An independent computer program that reproduces by copying itself from one system to another across a network. Unlike computer viruses, worms do not require human involvement to propagate.

Table 14: Common Sources of Cybersecurity Threats

Threat	Description
Bot-network operators	Bot-network operators are hackers; however, instead of breaking into systems for the challenge or bragging rights, they take over multiple systems in order to coordinate attacks and to distribute phishing schemes, spam, and malware attacks. The services of these networks are sometimes made available on underground markets (e.g., purchasing a denial-of-service attack, servers to relay spam or phishing attacks, etc.).
Criminal groups	Criminal groups seek to attack systems for monetary gain; specifically, organized crime groups use spam, phishing, and spyware/malware to commit identity theft and online fraud. International corporate spies and organized crime organizations also pose a threat to the United States through their ability to conduct industrial espionage and large-scale monetary theft, and to hire or develop hacker talent.
Foreign intelligence services	Foreign intelligence services use cyber tools as part of their information-gathering and espionage activities; in addition, several nations are aggressively working to develop information warfare doctrine, programs, and capabilities. Such capabilities enable a single entity to have a significant and serious impact by disrupting the supply, communications, and economic infrastructures that support military power—impacts that could affect the daily lives of U.S. citizens across the country.
Hackers	Hackers break into networks for the thrill of the challenge or for bragging rights in the hacker community. While remote hacking once required a fair amount of skill or computer knowledge, hackers can now download attack scripts and protocols from the Internet and launch them against victim sites. Thus, while attack tools have become more sophisticated, they have also become easier to use. According to the Central Intelligence Agency, the large majority of hackers do not have the requisite expertise to threaten difficult targets such as critical U.S. networks; nevertheless, the worldwide population of hackers poses a relatively high threat of an isolated or brief disruption causing serious damage.
Insiders	The disgruntled organization insider is a principal source of computer crime. Insiders may not need a great deal of knowledge about computer intrusions because their knowledge of a target system often allows them to gain unrestricted access to cause damage to the system or to steal system data. The insider threat also includes outsourcing vendors as well as employees who accidentally introduce malware into systems.
Phishers	Individuals or small groups that execute phishing schemes in an attempt to steal identities or information for monetary gain. Phishers may also use spam and spyware/malware to accomplish their objectives.
Spammers	Individuals or organizations that distribute unsolicited email with hidden or false information in order to sell products, conduct phishing schemes, distribute spyware/malware, or attack organizations (e.g., denial of service).
Spyware/ Malware authors	Individuals or organizations with malicious intent carry out attacks against users by producing and distributing spyware and malware. Several destructive computer viruses and worms have harmed files and hard drives, including the Melissa Macro Virus, the Explore.Zip worm, the CIH (Chernobyl) Virus, Nimda, Code Red, Slammer, and Blaster.
Cyberterrorists	Cyberterrorists seek to destroy, incapacitate, or exploit critical infrastructures in order to threaten national security; cause mass casualties, weaken economies, or target businesses; and/or damage public morale and confidence. Cyberterrorists may use phishing schemes or spyware/malware in order to generate funds or gather sensitive information.

2) Location and Extent

As most day-to-day activities rely on the Internet in one aspect or another, any person or infrastructure is susceptible to cybersecurity threats. Energy pipelines, specifically U.S. natural gas pipelines, have been cited by DHS as targets of cyberattack. While information on these attacks is not publicly available knowledge, cyber security officials warn that, with sufficient access, a hacker could "manipulate pressure and other control system settings, potentially reaping explosions and other dangerous conditions."[50] While cyber risks and threats are mainly thought of as not having specific locations, there are physical sites that would be impacted. Locations at risk could include government agencies, institutions of higher education, medical facilities, and various private sector entities.

3) Previous Occurrences

Low-level cyber-attacks occur daily and sometimes hourly on governmental systems. Most of these attacks do not breach the County systems, however, there have been cases of minor breaches, including a very recent attack that crippled the City of Pensacola's network.

- December 7, 2019: The City of Pensacola's computer network suffered a cyberattack during the early morning hours. The ransomware attack demanded a sum of $1 million after encrypting the City's network and stealing over 32 gigabytes worth of files which included personal information and passwords. The ransomware attack resulted in several days of Pensacola's system being shut down, including email service, phones, and computer systems.[51]

4) Probability of Future Events

Based on the growing sophistication and political climate, there is a high probability of future cyberattack events to occur within Escambia County.

5) Vulnerability and Risk Assessment

The public is heavily reliant on technology for daily life, including cell phones, handheld devices such as tablets, and computers. Any disruption to this technology caused by a cyberattack would impair the ability for the public to conduct basic activities, such as communications, mobile banking, and work. Property and facilities may become either uninhabitable or unusable as a result of a cyberattack, particularly if their infrastructure if reliant on technology for sustainability.

A significant majority of critical infrastructure systems are in some way tied to technology, oftentimes through virtual operations and supervisory control and data acquisition (SCADA) systems. Therefore, a cyberattack could disable the vast majority of systems which control these pieces of critical infrastructure, as well as traffic control, dispatch, utility, and response systems. Targeted cyberattacks can impact water or wastewater treatment facilities. The disruption of the virtual systems tied to this infrastructure could cause water pollution or contamination and subsequent environmental issues.

[50] Florida State Hazard Mitigation Plan, 2013

[51] https://www.cityofpensacola.com/3083/Cyberattack-FAQs

Cyberattacks can interfere with emergency response communication and activities. Given that many first responders rely on technology both at operations center and in the field, a cyberattack could impair the ability to communicate. For example, many agencies rely on technology to notify and route responders to the scene of the emergency. More specifically, 911 dispatch centers rely on technology which makes them vulnerable to cyber exploits.

v) Terrorism

1) Description

A terrorist incident could involve a wide variety of materials or actions, or combinations of materials and actions. These could range from uncomplicated incidents impacting relatively small areas, to highly complex incidents with very widespread physical or economic consequence. The response to such an incident would require specialized personnel and resources beyond the capabilities of Escambia County and its municipalities, and would require assistance from mutual aid organizations, adjacent counties, the State of Florida, and the Federal government.

2) Location and Extent

Escambia County has many facilities and systems that are considered to be critical infrastructure; whose continued and uninterrupted operation is necessary for the health, safety and well-being of the community. These facilities could be considered potential targets for a terrorist attack which could have potentially widespread consequences for adjacent neighborhoods or the community as a whole. With a military naval air station located in Escambia County, the County and its residents could be considered a potential target for acts of terrorism as has happened recently.

3) Previous Occurrences

Escambia County has one recent act of terrorism and a limited number of incidents that would be classified as domestic security incidents. These incidents have been of low severity, but depending upon the circumstances, there always remains a potential for a high severity/high cost incident to occur. Continued community diligence will keep that threat low and the risk minimal. Some of the notable occurrences of domestic security events include:

- 1984: Abortion clinic bombing in Escambia County. The incident gained national attention.
- 1994: An abortion doctor and his bodyguard were shot and killed, and the Doctor's wife injured. The perpetrator was executed in 2003 for that crime.
- 2019: On the morning of December 6, 2019, a terrorist attack occurred at Naval Air Station Pensacola in Pensacola, Florida. The assailant killed three men and injured eight others. The shooter was killed by Escambia County sheriff deputies after they arrived at the scene. He was identified as Mohammed Saeed Alshamrani, an aviation student from Saudi Arabia.

  The FBI investigated the case as a presumed terrorism incident, while searching for the motive behind the attack. On January 13, 2020, the Department of Justice

said they have officially classified the incident as an act of terrorism, motivated by "jihadist ideology."

On February 2, 2020, al-Qaeda in the Arabian Peninsula claimed responsibility for the shooting. In an audio recording, Emir of the Yemen-based group Qasim al-Raymi said they directed Alshamrani to carry out the attack. On May 18, 2020, the FBI confirmed the claims.[52]

4) Probability of Future Events

The probability of a terrorist act within Escambia County is considered low with a minimum to moderate impact.

Historically, there had been few successful acts of terrorism committed in the State. However, with the heightened level of national terrorism events, and because of the number of facilities within the State associated with tourism, the military, government, cultural, academic, and transportation, the potential is considered to be high nationwide.

5) Vulnerability and Risk Assessment

The potential for terrorism exists within the US; however, the risk of international or homegrown violent extremists acting specifically within Escambia County is relatively low. This is due in part to its citizens the community's attributes, as well as, to the pro-activity of law enforcement and the response community, and the interagency cooperation and communication present within the county.

However, low risk does not translate into zero risk. Escambia County is comprised of the typical community and governmental infrastructure, facilities, military facilities, and special events venues that one may find in any established, medium-sized community around the country. And when you combine that with an attractive climate and beautiful beaches that draw large numbers of tourists and visitors to the community, there are those types of individuals whose discontent with government, or other views, if taken to the extreme, may take advantage of those community attributes for potential nefarious activities.

Even with some of the groups residing in our County, the risk for domestic violence and security issues remains low.

w) Prolonged Utility/Communications Failure

1) Description

A utility failure can result from a variety of related causes, including sagging lines due to hot weather, flashovers from transmission lines to nearby trees and incorrect relay settings. According to the electric utility industry's trade association, the potential for such disturbances is expected to increase with the profound changes now sweeping the electric utility industry.

A communication failure is defined as the severe interruption or loss of private and or public communications systems, including but not limited to transmission lines, broadcast, relay, switching and repeater stations as well as communications satellites,

[52] Multiple sources cited: https://en.wikipedia.org/wiki/Naval_Air_Station_Pensacola_shooting

electrical generation capabilities, and associated hardware and software applications necessary to operate communications equipment. These disruptions may result from equipment failure, human acts (deliberate or accidental), or the results of natural or human made disasters.

2) Location and Extent

A prolonged utility failure can have the following potential impacts on Escambia County: electrical power outage, surface and air transportation disruption, potable water system loss of disruption, sewer system outage, telecommunication system outage, human and health safety, psychological hardship, economic disruption, and disruption of community services. All municipalities are at equal risk for prolonged power outages; however, some communities may be restored more quickly than others depending on other high priority locations with which they share a grid.

A prolonged communications failure would affect essential facilities and the day to day operations of local government as well as the business community. Sites of concern would range from dispatch agencies, satellite uplink and downlink sites, internet service provider sites, and the telecommunication industry switching sites. Interruptions in day to day communications would create problems for businesses, public agencies, citizens and emergency services.

3) Previous Occurrences

Utility failure/disruption occurs on a daily basis and is typically minor and services are restored quickly. Most of the prolonged utility failure/disruption is directly associated with other contributing hazards such as hurricanes, tornadoes, floods, technological failures etc.

4) Probability of Future Events

While the probability of future utility and communications failure incidents in the County is difficult to predict, the historic record indicates that significant disruptions or failures have occurred. Data is not readily available on the frequency of smaller outages across the county; however, it is reasonable to assume that utility and communications failure events of shorter duration will continue to occur in the future. The potential for another major utility or communications failure that disrupts services for Escambia County residents is always possible, yet are expected to occur less frequently than smaller incidents. In addition, future changes in climate may also impact the frequency and probability of future utility or communication failure occurrences.

5) Vulnerability and Risk Assessment

Loss of electricity can lead to the inability to use electric-powered equipment, such as: lighting; heating, ventilation, and air conditioning (HVAC) and necessary equipment; communication equipment (telephones, computers, etc.); small appliances such as refrigerators and medical equipment. This all can lead to food/medical supply spoilage, loss of heating and cooling. Utility failure can also pose a threat to the general population of Escambia County regarding the loss of communications, gas, and water supply that are critical to ensure the health, safety, and general welfare of the population. The special needs population can be especially vulnerable to loss of heat or air conditioning during extreme weather conditions.

Considering all of these factors, prolonged utility failure/disruption would generally have a moderate impact to the County and its jurisdictions.

x) Mass Casualty

1) Description

A mass casualty incident (MCI) is any incident in which emergency medical services resources, such as personnel and equipment, are overwhelmed by the number and severity of casualties.

2) Location and Extent

A mass casualty incident can be can be caused by various incidents/factors. Largely these are associated with the following examples: terrorism; large gatherings/special events; biological; and transportation.

Any location in Escambia County is at risk of experiencing a mass casualty event. Areas or events that are densely populated within the of the county that could potentially be more likely targets for a mass casualty event, especially one caused by terrorism.

3) Previous Occurrences

Historically, Escambia and its jurisdictions have been fortunate not to have experienced any notable mass casualty incidents in the past.

4) Probability of Future Events

The probability of disasters involving mass casualties resulting from the factors listed is considered possible, although the probability is low within Escambia County.

5) Vulnerability and Risk Assessment

As previously mentioned, any location in Escambia County is at risk of experiencing a mass casualty event, especially those that are more densely populated. Additionally, any areas surrounding a mass casualty event will be in danger of additional injuries and fatalities depending on the type of incident. A mass casualty event can be particularly chaotic for first responders who can become quickly overwhelmed by responding simultaneously to the crisis and consequences of an attack. In the event of a terrorist attack, response could become inhibited due to debris on the road, traffic, or airborne disease/chemicals. Access must be coordinated in order to perform effective rescue efforts. First responders may also be targeted in the event of secondary attacks.

E. Additional Hazard Considerations

a) Sea Level Rise

Florida is vulnerable to sea level rise given its extensive shoreline and low elevation. If sea levels do rise, a number of consequences including the salination of fresh water sources, land loss, and increases in storms and flooding could be observed.

As sea levels rise, water inundates and erodes coastal wetland ecosystems such as mangroves and salt marshes. Higher water levels wash away wetlands and flood previously dry land. These coastal wetland ecosystems are crucial to absorbing the impact of tropical storms and provide a breeding ground for a significant proportion of sea life.

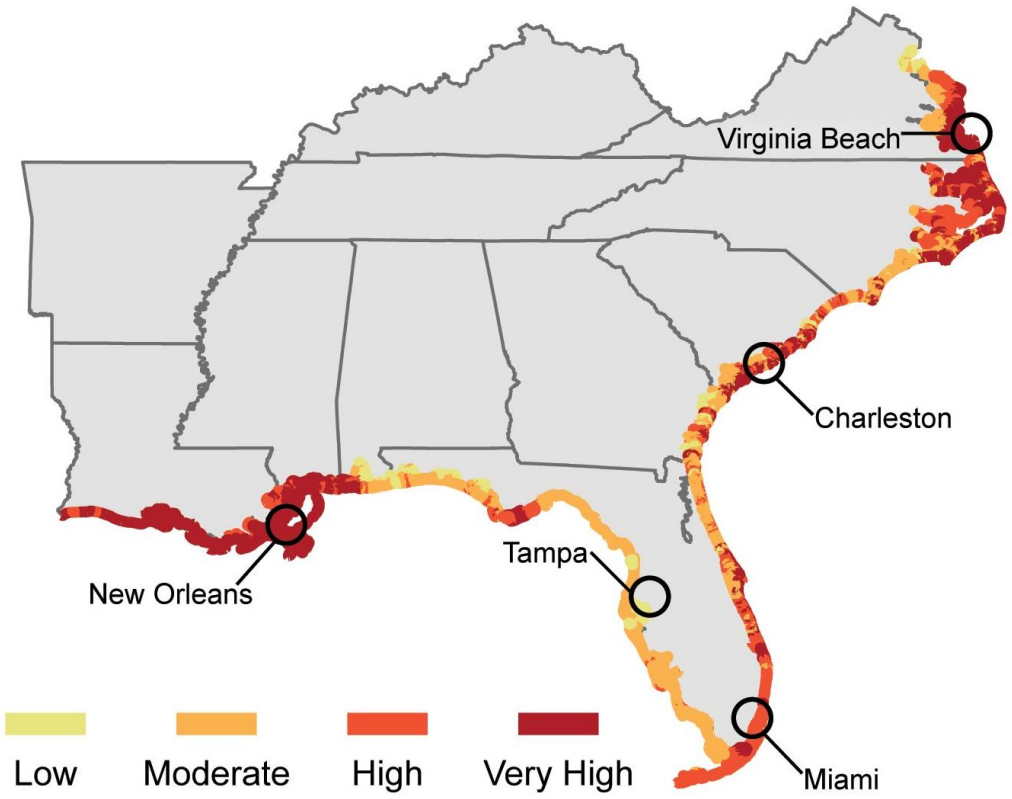
Sea level rise would increase the vulnerability of coastal areas to flooding during storms. During a tropical storm or hurricane, storm surge would build up on top of a higher base of water resulting in damages that are more significant.

Additionally, shore erosion increases storm vulnerability by removing the dunes and beaches that otherwise provide a buffer between coastal property and storm waves and surge.

Lastly, sea level rise would result in an increase in coastal flooding from rainstorms because low areas drain more slowly as sea levels rise.[53]

The figure below shows the relative risk as sea level rises using a Coastal Vulnerability Index calculated based on tidal range, wave height, coastal slope, shoreline change, landform and processes, and historical rate of relative sea level rise. The approach combines a coastal system's susceptibility to change with its natural ability to adapt to changing environmental conditions, and yields a relative measure of the system's natural vulnerability to the effects of sea level rise.[54]

Figure 19: Vulnerability to Sea Level Rise



Projected risk scenarios for population, building structures, infrastructure, contamination risks, and land vulnerabilities for the County can be simulated using the Risk Finder tool.[55]

[53] https://www.floridadisaster.org/dem/mitigation/statemitigationstrategy/state-hazard-mitigation-plan/
[54] https://www.globalchange.gov/browse/multimedia/vulnerability-sea-level-rise
[55] https://riskfinder.climatecentral.org/county/escambia-county.fl.us

III. RISK AND VULNERABILITY ASSESSMENT METHODOLOGY AND CONCLUSIONS

The Local Mitigation Strategy must include an assessment of risk and vulnerability to all hazards.[56] For some hazards such as lightning, hail, high winds, excessive heat, and freezes, all jurisdictions are equally at risk and have similar hazard vulnerabilities. For other hazards, some areas are more vulnerable than others due to geographical or property characteristics. Such as flooding, sinkholes, wildfires, and dam/levee failure.

A. Assessing Risks

The risk and impact assessment include an analysis of the number and type of structures, potential economic impacts, and an analysis of critical facilities. Critical facilities are defined as those structures and systems that provide essential government services to the public. These may include but are not limited to: fire, law enforcement, emergency operations centers, shelters, water treatment facilities, communications towers, medical/healthcare facilities, government offices, and business service and product suppliers.

The County maintains a critical facilities list that is also a data layer within the GIS and is readily available for access and view.

a) Geographic Information System (GIS)

The County has a GIS database available to assist the general public. Over the last few years, data has been gathered from numerous sources that allows for the County and municipalities to have immediate access to volumes of information that can be graphically displayed. Information continues to be updated and entered into the database from the Property Appraisers Office, the County Tax Collector, US Census Bureau, Emergency Management, the City of Pensacola, the Town of Century, ECUA, the School District, Facilities Management, SRIA, Growth Management, Building Inspections, State of Florida, Water Management District, County Engineering, and others.

With all the information being integrated into the GIS database, the LMS plan is able to provide statistical and graphical data on present and future disaster outcomes from various hazards identified and analyzed, allowing the County to address vulnerabilities through educational outreach as well as mitigation measures that may be implemented to reduce or eliminate those vulnerabilities.

b) Mapping the Hazards

One of the outcomes of enhancing our GIS database with all the community properties and landmarks and identifying and creating hazard and vulnerability map layers, is to be able to extract data that allows us to present data that may help identify areas that may be more vulnerable to hazards and allow the LMS to focus outreach efforts and mitigation measures that will help prepare for and mitigate against those hazards. This will allow us to identify economic areas that may be at risk for various hazards, providing information to direct educational and mitigation efforts to help insulate the local economy from disaster impacts.

[56] United States Code of Federal Regulations 44 CFR 201.6(c)(2)(ii)

The County can also identify those vulnerable areas to be able to predict in advance how our community could be impacted by various disasters and even with weather events headed in our direction that would allow us to potentially identify whether we were headed for a presidential declaration. This will assist in advance of, or in the aftermath of, a disaster event in order to acquire some immediate preliminary economic figures and financial impacts of those disasters until physical assessments can be made, potentially streamlining Federal and State disaster aid. With current and expected future GIS data, the County is moving into a more efficient and effective period of disaster management.

In an effort to decipher the available data into usable information, the LMS has divided the County into Planning Areas based upon US Census tracts. Dividing up the County into these neighborhoods allows us to compare different areas of the County and the potential economic and financial damage a hazard event could inflict. This will allow the County to focus on mitigation efforts in a more cost effective and efficient manner in considering population densities, development, future development and the existing hazards.

The process of generating these maps with the established twelve neighborhoods is also a way to demonstrate the ability of our GIS capability to create more localized maps down to the neighborhood block level, and extract specific demographic information and potential damage estimates. For the purposes of this plan, it was decided that to produce such detailed maps would be impractical, unmanageable, and quickly outdated. Based on this decision, a macro-level snapshot based on the twelve (12) neighborhoods were created to provide an overview of the information that the LMS and County can practically use and manage for planning purposes.

Appendix I-F, Map 37 that represents the twelve (12) study areas for the County and its jurisdictions. Map 36 shows population density within those twelve regions, noting that most of the population can be found in the southern half of our county, making it more vulnerable when compared to the northern areas of our county. Map 32 represents the 41 drainage basins that have been identified in Escambia County and its jurisdictions.

Of all the hazards identified in the previous sections of this plan, the LMS identified eight hazards which presented a significant degree of risk throughout the County and its municipalities to produce a hazard map. The hazard maps depict the higher risk areas for the identified hazards. Most of the mapped risks are based upon studies or software programs that identify those areas more at risk. The maps we have produced are as follows:

- Map1: 100-yr Floodplain
- Map 6: Storm Surge Areas
- Map 13: Wetlands
- Map 21: Beach Erosion
- Map 36: Hazardous Materials Risk
- Map 38: Wildfire Fire Hazard Area
- Map 40: Wind zones and Debris Line

As previously discussed under each hazard identification section, Storm Surge, Flood Zone, and Beach Erosion maps have been generated by specific study data for those areas. Wind zones and debris lines were derived from the adoption of the Florida Building Code, with the Fire Hazard and Freeze lines created by assessment from data and information gathered from various sources. The Hazardous Materials Map has been created from a software program that identifies all County 302 facilities and their worst-case scenario of release based upon the chemicals they store on site.

c) Potential Losses Due to Hazard Impacts (Structures and Dollars)

The data utilized to estimate losses comes from a variety of sources and resources that have been inputted into the County GIS, including; the Property Appraiser, Tax Collector, various County departments, local municipality organizations, SRIA, ECUA, and School District have all provided information that went into the system. The data collected typically comes in multiple formats, varying levels of current and updated information, as well as different accuracies.

The previously identified twelve (12) neighborhoods provided some detailed information that is valuable to mitigation planning as well as for response and recovery efforts, including identifying challenges of trying to get presidential declarations. While the data reflects total and catastrophic losses, a potential financial impacts to our community can be identified. This also allows the County to more quickly determine, prior to a damage assessment, the extent of the damages and the costs associated with a particular incident, potentially hours after an event, starting the recovery process much more rapidly from the State and Federal levels, with such immediate damage information.

GIS assessment tools provide us with the ability to identify development patterns and plan for potential impacts in the community by type of hazard and region of the County. It's our intent to continue to use the geo-coding characteristics in GIS to further implement the GIS database to identify each jurisdiction's infrastructure and furthermore an in-depth analysis of overall vulnerabilities. The County offers an online mapping service for public access. Multiple layers of information are available to the general public at www.myescambia.com.

d) Evaluation of Existing Agencies, Organizations, Plans, Code Ordinances, Programs, Studies and Guidelines that Impact the Mitigation Initiative

The next step in the process is to review any and all current and best available plans, codes, ordinances, studies, and guidelines that may impact the LMS's mitigation efforts and discuss the impacts and potential recommendations for improvement if appropriate. The 2009 update process was a continuation of the update process used for the 2004 LMS Plan; which reviewed, revalidated, and reincorporated the valuable information from the original LMS Plan. Each of adopting jurisdiction's representatives were asked to review their current codes, plans, ordinances and to provide updates, additions as needed to this section.

A comprehensive risk assessment of plans, ordinances, programs, studies, and guidelines is available in Appendix I-O – Risk Assessment. This document follows the same process and will continue to be updated as new information is provided. Access to County and City Comprehensive Plan documents and Land Development Codes is available at www.myescambia.com and www.ci.pensacola.fl.us.

e) Indexing, Evaluation, and Enhancement of Existing Ordinances

The following is a table, which indexes the locations of specific policies, codes, and ordinances, which relate to hazard mitigation. The table identifies the communities guiding principles, specific codes and the jurisdictions involved.

Table 15: Indexing of Existing Policies, Codes, and Ordinances

COMMUNITY GUIDING PRINCIPLES	ESCAMBIA COUNTY				CITY OF PENSACOLA				TOWN OF CENTURY			
	LDC[57]	*PDRP* [58]	*CP* [59]	*CEMP* [60]	*LDC*	*PDRP*	*CP*	*CEMP*	*LDC*	*PDRP*	*CP*	*CEMP*
Reduce Future Expenditures	Article 4		CP 10:8; CP 11:2; CP 15.3									
Repetitive Loss Areas				Appx. G		Pg. 61						
Protection of critical facilities	Section 4-5.6 CHHA		CP 10:4	Pg. 66		Pg. 56,63						
Removal and relocation of damaged and vulnerable infrastructure	Pg. 206 Article 2		CP 11:6	ESF3		Pg. 45-53	7-1.5, 7-1.7					
Land Use Mitigation	Chapter 4, Article 5		CP 11:7, CP 8:9, CP 11:1	Appx. A, Pg. 4								
Eliminating development in hazard prone areas	Article 4; Article 5		CP 11:3, CP 11:7	Table 2, Pg. 11, 13	12-2-26 12-2-11	Pg. 61	7-1.2, 7-1.3		5.02.02 5.03.02			
Regulation of non-Conforming land uses	Chapter 1, Article 2		FLU 1.1.2		14-3	Pg. 60			4.03.04			

[57] Land Development Code
[58] Post-Disaster Redevelopment Plan
[59] Comprehensive Plan
[60] Comprehensive Emergency Management Plan

COMMUNITY GUIDING PRINCIPLES	ESCAMBIA COUNTY				CITY OF PENSACOLA				TOWN OF CENTURY			
	***LDC*[57]**	***PDRP* [58]**	***CP* [59]**	***CEMP* [60]**	***LDC***	***PDRP***	***CP***	***CEMP***	***LDC***	***PDRP***	***CP***	***CEMP***
Environmental Issues												
Regulation of hazard prone areas:												
Land Use Mitigation	Art. 10,12,13		11.A.5		12-2-26 12-2-2 12-8-8	Pg. 56	7-1.2, 7-1.3					
Beach and dune preservation	12.06.00 13.04.09 2.05.04		1.A.4 11.A.9 7.A.6		39061	Pg. 61	7-1.7.6					
Floodplains	Art.10 13.26.00 Chapter 14 Article II Section 14-35		11.A.4		12-2-2 12-10	Pg. 30-31	8-1.5		5.04.00		Pg. 378	
Storm water runoff	7.15.00		11.A.2.2-3 11.B.2		12-9	Pg. 61	7-1.7.6		7.03.00			
Sanitary sewer/septic tank use	4.04.09 4.04.14 5.11.00		11.A.2.5		12-8.6		6-2.1		7.02.00		Pg. 50	
Hazardous materials	7.07.00 7.12.03		11.B.5				7-2.5, 8-1.4, 6-2.7		5.07.00 6.05.00		Pg. 61	
Prioritization of use of coastal areas for water dependent uses (public access, etc.)	12.03.00 7.17.02		11.A.3.3 11.A.9 12.A.2		12-2-27G 12-2-28		7-1.1.2, 7-1.1.4, 8-1.4					
Regulation of watershed alteration			11.A.2.2-3 11.B.2				6-2.4		7.03.00			

COMMUNITY GUIDING PRINCIPLES	ESCAMBIA COUNTY				CITY OF PENSACOLA				TOWN OF CENTURY			
	***LDC*[57]**	***PDRP* [58]**	***CP* [59]**	***CEMP* [60]**	***LDC***	***PDRP***	***CP***	***CEMP***	***LDC***	***PDRP***	***CP***	***CEMP***
Administrative Mitigation												
Economic diversification				Pg. 16								
Designation and Prioritization of properties for acquisition												
Procedures for post-storm reconstruction			11.A.8.2			Pg. 45-53	7-1.7					
Local government building code- Florida Building Code	Chapter 4, Article II Section 14-33 Section 14-36				14-1							
Local government NFIP participation	13.00.05		11.A.8.1 -4 11.A.8.2	Pg. 56	12-10		7-1.7.2					
Revision of FIRM studies						Pg. 61						
Stormwater Management	4.04.13 7.15.00		11.A.2.2 -3 11.B.2 10.C		12-2-2 12-9	Pg. 61	6-2.2, 2.3 7-1.7.6		7.03.00		Pg. 54,59	
Wetland Protection	7.13.00 12.09-12.17 7.17.00		7.A.5 11.A.2		12-2-2		7-2.1, 8-1.10		5.01.00		Pg. 39-40, Pg. 61	
Evacuation Procedures			11.A.7	Pg. 27		Pg. 33-39	7-1.6					

1) Evaluation and Enhancements of Existing Ordinances

One of the key elements in hazard mitigation is the evaluation and enhancement of the existing rules and regulations that govern the jurisdictions in relation to mitigation. This portion of the LMS Plan presents an objective analysis of the existing Escambia County, Town of Century, and City of Pensacola Land Development Codes (LDC). This analysis compares and contrasts the municipalities' existing codes and presents options that should be considered for unilaterally strengthening and reinforcing Escambia County's hazard mitigation initiatives. While most of the recommendations were developed with the original LMS plan in 1998; the background and recommendation were reviewed by staff from the jurisdictions, as part of the 2009 update process. Recommended updates have been incorporated, along with the addition of the Wildfire section during the 2009 update. All the recommendations are considered current and valid.

Stormwater Management

In 1994, the County funded a stormwater study of three (3) of its most populous basins Scenic Hills, Eight Mile Creek and Eleven Mile Creek. This study developed a project list of over eighty-five (85) projects that would address the following five (5) goals;

1) Eliminate roadway over-topping in a 100-year storm event for evacuation routes;
2) Limit flooding during a 100-year storm event to streets and yards;
3) Eliminate roadway over-topping during a twenty-five (25) storm event;
4) Contain the 25-year event within defined channel banks;
5) Minimize head losses at roadway crossing by profiling low chord clearance during the 3-year storm event.

Since the original Storm Water Master Plan in 1994, the County has completed the construction of many of the drainage projects identified in those basin studies. The storm water management master plans are continually utilized to identify and prioritize storm water capital improvements. In 2003, the goals were revised for the development of a drainage improvement plans for watershed basins with the intent of meeting the following seven (7) criteria (slightly revised from the above 5 goals):

1) Eliminate roadway over-toppings at culvert/bridge crossings during the 100-year storm event for all primary arteries and evacuation routes.
2) Eliminate roadway over-toppings at culvert/bridge crossings during the 25-year storm event for all secondary arteries and collectors.
3) Contain the 25-year storm event within the banks of all open channels.
4) Limit flooding during the 100-year storm event to streets and yards.
5) Minimize street and yard flooding during the 25-year storm event.
6) Provide for future growth/development in the basin where feasible.
7) Reduce storm water pollutant loadings to improve overall surface water quality standards.

The Stormwater Management sections of the Escambia County LDC and the City of Pensacola's LDC are similar in intent yet differ in minimum design criteria. Escambia County and the City of Pensacola specify the following minimum design criteria: 1) 25-

year frequency, critical duration storm event; 2) retains the first half (1/2") inch of storm water on-site. The Town of Century specifies a 25-year, 24-hour storm event be used in computing the allowable off-site discharge while requiring the first one (1") inch to be retained on-site. Escambia County furthermore strengthens the design criteria to a 100-year frequency critical duration storm event if the proposed system does not utilize a positive discharge.

Escambia County and the City of Pensacola LDC require that a detailed storm water management plan be submitted and approved during the construction plan review process. The required information is consistent in all of the LDC. However, Escambia County details additional requirements concerning a positive discharge, stating that the developer must prepare any necessary easement or agreements if the site sheds water onto an adjacent property.

The LDC requires a maintenance plan for the storm water management system to be part of the development submittal with the owner or developer agreeing to implement the plan.

Escambia County also lists other general requirements to use during the development of a storm water management plan with topics ranging from drainage coefficients to use of wetlands for attenuation. Neither Pensacola nor Century has this provision in their LDC.

The Escambia County LDC has a section devoted to drainage, which details the design standards for drainage systems. The standards discuss the allowable swale/pipe slopes, maximum swale velocity vegetation requirements, minimum roadway elevations, minimum testing requirements, and other design considerations.

Based on the above information, it is recommended that the City of Pensacola and the Town of Century consider strengthening their LDC with additional sections detailing minimum design criteria. It is also recommended that the Town of Century require Storm Water Management plan be submitted under the guidelines outlined in either the Escambia County or City of Pensacola LDC. Furthermore, the Town of Century should consider strengthening their design to the 25-year critical duration storm. All of the municipalities should consider adopting measures that would allow them to decrease the permittable amount of post-development run-off for sites located within "strained" drainage basins or areas currently experiencing flooding. The more stringent requirements for post-development run-off will help to reduce the severity of localized flooding during minor events and widespread flooding during major storm events.

Marina Siting

The Town limits of Century do not contain any coastal property; therefore, this section is not applicable for their LDC. Escambia County's LDC has a section for Marina Developments, while the City of Pensacola has a section for Waterfront Redevelopment. The Escambia County LDC states that all applicable Federal, state, and local permits must be obtained while still meeting all zoning requirements. It also presents locational and design standards which include: traffic study; sewage pump-out; hazardous spill prevention and control; storm, wind load, wave protection and

evacuation study; erosion control; and minimum dock standards. The City of Pensacola's LDC discusses the zoning issues as they relate to waterfront development: allowable uses; review procedure; sign regulation; parking; setback requirements; landscaping; and development guidelines.

Both of the LDC's should consider referencing the other sections of the LDC that could affect the design of projects on the water's edge: floodplain management, marine setback requirements, coastal management, and wetland policies. Furthermore, the City of Pensacola should consider expanding its LDC to include provisions for traffic study, evacuation evaluation, and other issues that would help mitigate future losses.

Marine/Estuarine/Riverine Setback (MERS)

The Escambia County LDC MERS section presents the intent of the ordinance and defines setbacks for certain construction activities and allows for minor exemptions. Setbacks for new construction are defined as either above elevation +1.5 or a minimum of 30 feet from mean high water/ordinary high water, whichever is greater. An exemption to reduce the setback from 30 feet to 15 feet is available if wetlands are not present or the area does not contain highly erodible soils. The use of natural means (i.e. vegetation/beach nourishment) to stabilize shorelines is encouraged. The placement of rigid shore protection structures is prohibited seaward of mean high water.

The City of Pensacola LDC discusses setbacks in each of the different zoning districts and dedicates one section each to the Escambia Bay Shoreline (30 feet) and Bayou Texar Shoreline protection (ranges from 20 to 60 feet). These sections list regulation and development guidelines to protect the shoreline and to mitigate future losses due to unsafe construction.

In the Town of Century, for those areas where small streams/creeks exist but where no base flood data have been provided or where no flood ways have been provided, no encroachment including fill material or structures shall be located within the distance of the stream/creek bank equal to three times the width of the stream/creek at the top of the bank or twenty feet each side from the top of the bank, whichever is greater.

The different sections of the Escambia County and City of Pensacola LDC that regulate marine setbacks all appear to be adequate. However, it is suggested that the municipalities review the historical flooding data generated from recent storm events to analyze the need for strengthening the setback requirements. It is also suggested that all of the codes be cross- referenced to list other sections of the LDC that are similar in nature to this section, (i.e., zoning sections dealing with setbacks, marina siting, etc.). The cross-referencing will enable quicker access to all sections, hopefully minimizing omissions of any design element that might be critical to hazard mitigation.

Mobile/Manufactured Homes

The City of Pensacola LDC has one section dedicated to the subject of manufactured homes. Topics discussed include: placement, storing, parking, parks, and review / approval process. The Escambia County LDC discusses the development

requirements associated with mobile homes and mobile home parks. However, the City code does require that the mobile home meet all of the applicable building, safety, and sanitary code requirements of the County. The Town of Century LDC requires that the mobile home construction comply with Housing and Urban Development and Florida Manufactured Home Requirements.

In an effort to mitigate losses due to instability associated with mobile homes, it is recommended that all of the municipalities review their ordinances and consider strengthening the foundation or tie-down sections of their code. Also, a cross-reference to other applicable sections would help to ensure that all of the regulations are satisfied.

Industrial Processing and Storage

The Escambia County LDC states that within all districts (except ID-2 & GID), all business, services, manufacturing or processing of materials, goods or products must be conducted inside the building structures themselves. In the ID-2 and GID districts, permitted uses may be conducted either indoors or outdoors, provided the site is not within 200 feet of residential zoning districts. If the site is within 200 feet of residential zoning districts, all activities must be conducted indoors. The City of Pensacola discuss issues surrounding industrial developments within their Industrial Zoning sections which specify setback ranging from 20 feet to 40 feet with building heights limited to 45 feet. The City of Pensacola also cross references other applicable portions of the LDC. The Town of Century does not detail development requirements as stringent as Escambia County or the City of Pensacola.

It appears that the Escambia County and City of Pensacola LDC have the necessary requirements (buffer, fencing, screening, etc.) to adequately mitigate any potential hazards. The Town of Century should consider adopting similar ordinances. However, measures should be considered to allow the municipalities to increase requirements should they be warranted.

Adverse Off-Site Impacts

Fire and Explosive Hazards

The Town of Century and the City of Pensacola LDC do not directly discuss this issue. The Escambia County LDC requires that all operations comply with their fire safety code as well as the National Fire Code, and in case of conflict, the more stringent regulation applies. The LDC also presents the minimum standards for location, container composition and Chief Fire Safety Inspector notification.

The municipalities should consider altering their LDC to contain information detailing minimum requirements for the safe storage of Detonable Materials, Fire Hazard Solids, and Fire Hazard Liquids and Gases. Alteration of the LDC to include the aforementioned articles will help to mitigate future damage caused by the uneducated storage and handling of the hazards. Also, the municipalities should consider listing and cross referencing the other codes or regulations outside the LDC that need to be satisfied.

Air Pollutants

The Town of Century LDC states that all sources of air pollution should comply with the regulations set forth by the Environmental Protection Agency and the Florida Department of Environmental Protection. The City of Pensacola LDC does not present any regulations on this subject and therefore is assumed to rely on County, State, and Federal regulations.

The Escambia County LDC Air Quality section seeks to protect air quality through regulation or requiring compliance with applicable state or federal regulations. Permits are required for industrial and manufacturing activities that may discharge emissions. Further, permits to burn are required to be obtained through the Florida Department of Forestry. There is a continuing obligation for permitted discharge facilities to remain in compliance with air quality standards.

The municipalities should consider altering their LDC to contain a listing of the other codes or regulations that need to be satisfied. Also, the municipalities should require that copies of permits be submitted for review prior to development or commencement of pollution generating activities.

Hazardous Wastes

The Town of Century LDC specifies that any hazardous wastes must be permitted with the Town prior to generation or transportation through the town limits. The Escambia County and City of Pensacola LDC's do not directly address the issue of generating and transporting hazardous waste. Hazardous waste is mentioned briefly in the zoning and wellhead protection sections.

All of the municipalities should consider creating a section for the discussion of hazardous waste or a section citing the applicable state and Federal regulations, which the County (Department of Neighborhood and Environmental Services) and state DEP enforce. This section could be included or combined with the Adverse Off-Site Impacts section. Citation of this type of regulation would help mitigate any future losses.

Wellhead Protection

The Escambia County LDC breaks Wellhead Protection into four (4) sections: 1) Intent, 2) Definitions, 3) Development Restrictions, and 4) Development Standards. Escambia County also references Utility and other regulatory agencies that must be satisfied: Northwest Florida Water Management District and Emerald Coast Utilities Authority. The City of Pensacola LDC divides this topic into three sections: 1) Purpose and Intent, 2) Location of Wellheads, and 3) Prohibited Installations. The Town of Century LDC specifies the prohibited development zone radius and the prohibited activities.

The Escambia County LDC Wellhead Protection seeks to protect the potable water supply through a 200-foot minimum setback for all development other than single-family residential and modeled 7- and 20-year time of travel cones of influence, whichever is more restrictive. Within the 7-year time of travel, land use is restricted as well as substances found on Lists of Hazardous Waste (40 CFR Part 261, Subpart D), Hazardous Constituents, and EPA Designation Reportable Quantities and Notification

Requirements for Hazardous Substances Under Circular (40 CFR 302). Development within the 20-year time of travel requires a groundwater/wellhead impact report to provide evidence of the probable impact of the proposed development on the groundwater supply and recharge potential for the wellhead. While the City of Pensacola uses a 200-foot radius, the Town of Century specifies a 200-foot radius with an option for an additional 300 feet.

All of the LDC has the basic information regarding restrictions that should be enforced in and around wellhead protection zones. However, LDC should consider listing all of the utility and regulatory agencies that have vital interests in these areas and require proper notification prior to receiving approval for activities located within and adjacent to wellhead protection zones.

Environmentally Sensitive Areas

The Town of Century requires a 30-foot buffer of natural vegetation around and along all wetlands. The City of Pensacola LDC does not contain a section that details procedures for the protection of environmentally sensitive areas. The Escambia County LDC Wetlands and Environmentally Sensitive Lands defines environmentally sensitive areas primarily as wetlands as defined by the Florida Department of Environmental Protection, listed species and associated habitat as defined by the US Fish and Wildlife Service and Florida Fish and Wildlife Conservation Commission. Protection standards are defined including requirements for avoidance, minimization, and mitigation for an impacted resource. An additional minimum 30- foot buffer is required between development and the ESA. Provisions are included for utility companies, encouraging clustering of development, and enforcement.

While this topic does not tie directly into hazard mitigation, the protection of environmentally sensitive areas helps limit development in potentially harmful areas. The municipalities should consider strengthening their LDC to limit development in these areas. Topics to consider should include increasing the required buffer, further mitigation efforts, and increased fines for non-compliance. Municipalities could also include cross-referencing other applicable sections to make the LDC easier to use.

Signage

The Escambia County LDC signage codes are very thorough, specifying the allowable sign variables from the sign dimensions to the zoning requirements. The LDC also lists the applicable design, performance, and maintenance standards, while referencing the other regulations that must be satisfied. The City of Pensacola sign code is also quite thorough with respect to the construction of a sign. During the submittal process, Pensacola requires that structural calculations must be presented. The City of Pensacola also has the discretion to require that the sign be designed by a Registered Professional Engineer in the State of Florida. The Town of Century's LDC states that all signs must be designed to meet the Town Building Code and the National Electrical Safety Code.

All of the LDC's have enough requirements to help reduce loss due to sign failure. However, specifying which building and electrical codes that need to be satisfied could also reduce any omissions during the sign design and further mitigate potential loss.

Floodplain Management

Following the impact of Hurricane Ivan in 2004 and Hurricane Dennis in 2005 the City of Pensacola adopted a 3-foot freeboard in all Special Flood Hazard Areas (SFHAs) and Escambia County adopted a 3-foot freeboard in all SFHAs except for the approximate A Zones, which have a 1-foot freeboard. SRIA-Pensacola Beach adopted a 3-foot freeboard requirement in 1987, and adopted a Coastal A Zone requirement in the mid 1990's. All new development or substantial improvements on Pensacola Beach must meet V-Zone requirements.

In October of 2017, the Town of Century amended the adopted Floodplain Ordinance to provide a joint review between the Town and Escambia County for all construction permits within the Special Flood Hazard Areas. Additionally, the Century Town Council adopted a three (3') foot freeboard requirement above the designated FEMA Base Flood Elevation in order to remain consistent with Escambia County's codes and policies.

The municipalities should review their Floodplain Management Ordinance, to ensure that the requirements provide higher than the minimum National Flood Insurance Program (NFIP) requirements as suggested in 44CFR60.1. The local jurisdictions are encouraged to adopt more restrictive regulations, based upon local conditions and historic flooding data.

Coastal Management and Conservation

The City of Pensacola discusses the regulations for coastal management in their Floodplain Management section. The Town of Century does not contain any coastal areas; therefore, this section does not apply to their LDC. The Coastal Management and Conservation section of the Escambia County LDC includes gulf-front setbacks, protection for the natural sands of barrier islands, and dune/beach restoration. Sections in the Comprehensive Plan require cooperation with State and Federal wildlife agencies to provide for protection of listed species

It is recommended that Escambia County consider cross-referencing this section with the other similar sections (Floodplain Management, Marine, Estuarine, Riverine Setbacks, Environmentally Sensitive Areas, etc.) The City of Pensacola does not have a section dedicated to this topic, however, Coastal Management and Conservation are adequately covered in other zoning sections of their LDC. The Town of Century does not have the need for such a section.

Wildfire

Florida Division of Forestry officials have compiled the following list of communities in Escambia County which are considered at higher risk of wildfire: Barrineau Park, Barth, Bellview, Beulah, Century, Cottage Hill, Gonzalez, Millview, Molino, Myrtle Grove, and Quintette.

It is recommended that Escambia County and the Town of Century consider the following recommendations of the Florida Division of Forestry:

- To request developers to strongly consider incorporating concepts of Firewise Communities (www.firewise.org) into developments to help protect them and minimize damage from uncontrolled wildfire.
- Consider when amending their local Land Development Codes or Comprehensive Plan in those geographic areas predominately shown on the DOF FRAS LOC as level 7, 8, and 9 (medium, high and extreme).
- Amend the Land Development Code, requiring developers wishing to begin projects in areas designated as "rural fringe" to follow the following guidelines: "Work with Escambia County Emergency Management staff and managers of any adjacent or nearby public lands to develop a Wildfire Prevention and Mitigation Plan which will reduce the likelihood of threat to life and property from wildfires.

B. Assessing Vulnerabilities

In 1997-1998, the LMS did a vulnerability assessment for some of the facilities within the County. A questionnaire was sent out to people and returned that identified facilities and scored the vulnerabilities of those facilities to various hazards. The information was not inclusive of all facilities, restricted to some critical facilities, and the list appeared to be rather incomplete. The contractor at the time, along with the original LMS participants, created a scoring spreadsheet that was used for the vulnerability assessment, most likely developed using guidance from the State and FEMA.

In the previous LMS update, we utilized the previous assessment and expanded the analysis to include all facilities from all of our participating entities using the same evaluation spreadsheets and explanations. We delivered the designed blank spreadsheet to all of our public facility infrastructure owners and County jurisdictions, to include Escambia County Facilities Management, Escambia County Fire-Rescue, Division of Emergency Management, City of Pensacola, Town of Century, Santa Rosa Island Authority, the School District of Escambia County, the Emerald Coast Utilities Authority and Gulf Power. This covered the entire public infrastructure and a majority of the utilities for the County.

At the same time, we were able to take our list of facilities and update our GIS database for all the public facilities in the community that had not been previously captured. The vulnerability analysis' that were returned are presented in Appendix I-G. Emerald Coast Utilities Authority (ECUA) and Gulf Power did go through the same exercise as the rest of the LMS jurisdictions; however, citing security risks and issues, they are maintaining their facility's vulnerability analysis in-house to protect this information. The LMS will refer any inquiries about their facilities directly to those entities.

The ECUA and Gulf Power have been extremely willing to participate and contribute to the entire LMS process, to include the vulnerability analysis. While they may not be submitting the actual data for this plan, it has been completed and is available with specific and qualified individual requests to those organizations individually and directly. The other jurisdictions have provided their information and can be found in Appendix I-G. The installation of future infrastructure and

facilities shall be governed by the respective local development requirements and risk determined prior to development approval.

Additionally, information focused on the public infrastructure does not include any private facility analysis. The assessment process will continue to be reviewed on an ongoing basis, and re-evaluated with the annual review schedule for the LMS plan.

The facility data gathered for this hazard vulnerability analysis is based on empirical evidence where professional judgment, observation, and experience was used to score facilities for the various review categories based on interpretation of the scoring criteria. Several subject matter experts from the LMS Strategy Committee or the jurisdiction typically met to review each facility as a collective group.

a) Methodology

Below, is the description for each category in the vulnerability analysis and methodology for scoring the facility's vulnerability to the various hazards. The resulting vulnerability analysis can be found in Appendix I-G.

1) Facility Category:
How critical the facility is to the operations of the organization.

Is this a critical facility? Category 2 & 3 is considered a critical facility. Critical facility as defined by The State of Florida Critical Inventory Initiative December 1995, Draft as, "…those "structures" from which essential services and functions for victim survival, continuation of public safety actions, and disaster recovery functions are performed or provided. Though not specifically included in the definition, supporting life-line infrastructure essential to the mission of critical facilities must also be included in the inventory when appropriate."

Category	**Description**
0	Can be more than 72 hours before regaining operational capability
1	Must be operationally capable within 24 to 72 hours
2	Must be operationally capable within 24 hours or less
3	Must not lose operational capability

2) Facility Type:
Which of the following classifications does this facility fall within?

Category	**Description**
GG	General Government (Government offices, recreation facilities, courthouses, etc.)
PS	Public Safety (Fire or police stations, EOC's, radio/warning systems, jails, bridges, etc.)
PH	Public Health (Hospitals, clinics, health departments, etc.)
HC	Health Care (Nursing homes, mental health facilities, etc.)
UT	Utility (Power, phone/cell, water, sewer, storm water, natural gas, etc.)
PC	Private/Commercial (facilities owned by the private sector, other than utilities)

3) Public or Private:

Is this a public or privately-owned facility?

Category	Description
PUB	Publicly Owned Facility
PRI	Privately Owned Facility

4) Subject to High Winds/Hurricanes and Coastal Storms:

How vulnerable is the facility to “sustained” winds of 74 mph or greater?

Category	Description
0	This facility is not particularly vulnerable to high winds to its construction, profile, design or other factor.
1	This facility is probably vulnerable to a minor degree to the effects of high winds due to one or more of the following characteristics: its construction, profile, design, lack of protection for building openings, high surface area walls, gable ends, expansive ceiling systems or its exposure to a tree lay down zone.
2	This facility is moderately vulnerable to the effects of high winds due to one or more of the following characteristics: its construction, profile, design, lack of protection for building opening, high surface area walls, gable ends, expansive ceiling systems, or its exposure to a tree lay down zone.
3	This facility is highly vulnerable to the effects of high winds due to one or more of the following characteristics: its construction, profile, design, lack of protection for building openings, high surface area walls, gable ends, expansive ceiling systems, or its exposure to a tree lay down zone.

5) Vulnerability to Flooding:

How vulnerable is the facility to flooding?

Category	Description
0	This facility is not vulnerable to flooding and has no history of flood damage.
1	This facility is in a flood prone area and/or has had some minor flooding incidents from ponding in parking or grassy areas; but has no history of financial impact.
2	The facility is located within a flood prone area and/or has experienced periodic flooding with only minor financial impact.
3	The facility has a history of flooding and/or has experienced moderate to heavy financial impact from a flood incident.

6) Vulnerability to Storm Surge:

How vulnerable is the facility to storm surge?

Category	Description
0	This facility is not subject to damage from a storm surge.
1	This facility is located within a designated storm surge zone, and would probably sustain damage, if affected by a Category 4 or 5 storms.
2	This facility is located within a designated storm surge zone, and would probably sustain damage if affected by a Category 3 storm.
3	This facility is located within a designated storm surge zone, and would probably sustain damage if affected by a Category 1 or 2 storms.

7) History of Damage:

Does the structure have a history of prior damage?

Category	Description
0	This facility has no history of flood, wind and/or subsidence damage.
1	This facility has had at least one incident of flood, wind and/or subsidence damage that resulted in a loss of less than $1,000.
2	This facility has had at least one incident of flood, wind and/or subsidence damage that resulted in a loss of more than $1,000 but less than $44,800.
3	This facility has had at least one incident of flood, wind and/or subsidence damage that resulted in a loss of more the $44,800.

8) Subject to Riverine/Coastal Erosion:

This category focuses on damage from water action, not from the potential damage of a sinkhole.

Category	Description
0	This facility is not subject to “the undermining of the ground it rests upon” from any wave or water (canal, river, dam, etc.) action.
1	This facility has some possibility of earth loss from its foundation from riverine flooding.
2	This facility would probably suffer some deterioration of its foundation from riverine flooding or wave action.
3	This facility has a high probability of deterioration of its foundation from wave action due to its location on the coastline.

9) Vulnerable to Power Outage:

Is the facility vulnerable to a power outage?

Category	Description
0	This facility has an onsite generator capable of supporting the entire facility.
1	This facility can lose power but an onsite generator will support only part of the facility; or the building is configured to accept a dedicated portable generator that is readily available. A power outage at this facility will cause some minor difficulties for customers and/or users of this facility until power is restored.
2	This facility is configured to accept a portable generator, but that generator may have to be shared with other facilities depending on the situation. A power outage may create moderate difficulties for customers and/or users of this facility until power is restored.
3	This facility has no emergency power capabilities and/or a power outage may create major difficulties for customers and/or users of this facility until power is restored.

10) Vulnerable to Lightning:

This category is intended to score the facility in question for the effects of the electrical surge from a lightning strike. It is assumed that most facilities could be affected by a fire caused by a direct strike on a structure.

Category	Description
0	This facility is not particularly vulnerable to lightning due to its location, construction, profile or the fact that there are protective systems in place.
1	This facility is vulnerable to lightning, but equipment on site is not of a nature that disruption from a strike would create a public safety/health problem or do major damage to critical systems.
2	This facility is vulnerable to lightning, has critical systems and/or equipment, but protective measures have been taken to lessen the likelihood of system failure from a strike.
3	This facility is vulnerable to lightning and a strike would create public safety/health problem and/or critical systems will go down. No protective systems are in place.

11) Vulnerable to Roadway Blockage by Debris or Flooding of Access Roads:

Are the roadways connecting to critical facilities vulnerable to blockage or becoming inaccessible?

Category	Description
0	This facility is not vulnerable to roadway blockage, or it is a critical facility that will receive immediate attention from road clearing crews.
1	This facility is vulnerable to roadway blockage, but personnel assigned to this facility are equipped to gain access within 12 to 24 hours.
2	This facility is vulnerable to roadway blockage and will need attention. Road closure in excess of 24 hours will create moderate problems for the facility owner, and/or customers and employees.
3	This facility is highly vulnerable to roadway blockage, and inaccessibility will create moderate to severe problems for the facility owner, and/or customers and employees or no plan is in place to clear roads or ensure accessibility.

12) Dependence on Water Supply:

What is the capacity of the facility to function without access to a water supply and can it continue to function?

Category	Description
0	This facility can operate without normal water supply for over 72 hours. Either the process provided at this facility does not require water or a reserve water supply system is located onsite.
1	This facility can operate without a normal water supply for between 24 and 72 hours. After that period processes and/or onsite staff will experience difficulties.
2	This facility must have a normal water supply within 24 hours or processes and/or onsite staff will be unable to function.
3	This facility must not lose a normal water supply.

13) Vulnerable to Sewer System Outage:

What is the capacity of the facility to function without a functioning sewer system?

Category	Description
0	This facility is not vulnerable to a sewer outage.
1	A sewer system outage would cause minor problems for or because of this facility.
2	A sewer system outage would cause moderate problems for or because of this facility.
3	A sewer system outage would cause major problems for or because of this facility.

14) Dependent upon Communications:

What is the capacity of the facility to function during a communications failure?

Category	Description
0	This facility is not vulnerable to communications equipment failure.
1	This facility could lose communications capability without major problems as long as that capability is restored within 24 to 72 hours.
2	This facility will experience major problems if communications capability is not restored within the first 24 hours.
3	This facility must not lose communications capability.

15) Disruption would cause Psychological Hardship:

Will the disruption of the facility cause a mental or emotional hardship for the community?

Category	Description
0	A disruption of this facility will cause no psychological hardships.
1	A disruption of this facility for between 24 and 72 hours could cause minor to moderate psychological hardships.
2	A disruption of this facility for over 24 hours would likely cause psychological hardships.
3	A disruption of this facility for any length of time will cause psychological hardships.

16) Disruption would have Economic Impact:
Will the disruption of the facility have an economic impact to the County?

Category	Description
0	Disruption of this facility should not cause any meaningful economic impact.
1	Disruption of this facility should cause some economic impact.
2	Disruption of this facility should cause moderate economic impact.
3	Disruption of this facility should cause major economic impact.

17) Disruption impacts Community Services:
To what affect will the disruption of the facility impact community services?

Category	Description
0	Disruption of this facility would not affect Community Services.
1	Disruption of this facility could affect certain non-critical Community Services.
2	Disruption of this facility could affect one or more important Community Services.
3	Disruption of this facility could affect a critical Community Service.

18) Environmental Problems could occur:
Will the damage or disruption of the facility cause any environmental impact?

Category	Description
0	Damage to this facility will create no environmental problems.
1	Damage to this facility may create certain short-term environmental problems.
2	Damage to this facility may create a health hazard and/or certain long-term environmental problems.
3	Damage to this facility may create a situation that is life threatening and/or has long-term environmental implications.

19) Facility has Historic Value:
Does the facility have any historic value and can it be repaired/replaced?

Category	Description
0	This facility has no historic value.
1	This is a historic structure, but can be repaired without compromise.
2	This is a historic structure and/or contents that have a historic value that would be difficult to repair or replace without compromising that value.
3	This structure and/or its contents have historic value that can neither be replaced nor repaired.

20) Facility impacts Agriculture:
Does the facility impact agriculture?

Category	Description
0	Damage to this facility and/or its contents would have no effect on agriculture.
1	Damage to this facility and/or its contents will have some effect on agriculture.
2	Damage to this facility and/or its contents will have moderate effect on agriculture.
3	Damage to this facility and/or its contents will create a situation that has a major effect on agriculture.

21) Hazardous Materials:
Does the facility have hazardous materials and what is the concern of those hazardous materials if present?

Category	Description
0	Hazardous materials are not a concern with this facility.
1	This facility is not considered a hazardous materials site, but periodically uses materials and/or processes that could create a minor hazard.
2	This facility is not considered a hazardous materials site, but does contain some materials or processes that could create health and environmental problems or there is a facility within close proximity that could create hazardous materials problems for this facility.
3	This facility is considered a hazardous materials site. Damage to this facility will likely create a situation with moderate to major health, safety and/or environmental implications.

22) Subject to Major Fire:
Is the facility vulnerable or at risk of a major urban fire or wildfire due to its location?

Category	Description
0	This facility does not face a high risk of major urban fire or wild land fire.
1	This facility is in a position to face the risk of major urban fire or wild land fire, but the threat is considered minor.
2	This facility is in a location that makes it moderately vulnerable to the threat of a major urban fire and/or wild land fire.
3	This facility is located in a position that makes it highly vulnerable to a major urban fire and/or wild land fire.

23) Structural Fires:
Vulnerability assessment takes into consideration structural materials, type of use, and fire protection devices within, or nearby, the facility.

Category	Description
0	This facility does not face a high risk of becoming a structural fire statistic
1	This facility is in a position to face the risk of being impacted as a structural fire, but the risk is low
2	This facility is in a location that makes it moderately vulnerable to the threat of being impacted as a structural fire.
3	This facility is located in a position that makes it highly vulnerable to the threat of being impacted as a structural fire.

24) Severe Storms/Tornadoes:
Is the facility vulnerable or at risk of a severe storm or tornado?

Category	Description
0	This facility does not face a high risk of major tornadoes and Severe Storms.
1	This facility is in a position to face the risk of a tornado or sever storm, but the risk is considered to be minor.
2	This facility is in a location that makes it moderately vulnerable to the threat of a tornado or severe storms.
3	This facility is located in a position that makes it highly vulnerable to tornadoes and severe storms.

The last column of the analysis is the total vulnerability score for each facility.

b) Development Trends

The Future Land Use Maps (FLUM) are available for all of our jurisdictions (Appendix I-H). Each jurisdiction has looked to compare the FLUM, the hazard maps, and future planned developments in the jurisdictions and provided a local assessment.

1) Escambia County
Development trends in Escambia County are diverse. The central part of the county is experiencing the greatest boom in growth and development, the Future Land Use Categories of Mixed-Use Urban and Suburban. The development in the central part of the county is much lower at risk for most hazards. Flooding is potentially the most significant hazard to these areas. These FLU category areas are most susceptible to potential wildfires due to the forested areas within them.

The Mixed-Use Perdido Key Future Land Use (FLU) Category is the Perdido Key Barrier Island. Perdido Key continues to be developed as shown by the table below. Currently Perdido Key development is regulated via State imposed development caps, the newly adopted Perdido Key Beach Mouse Habitat Plan and the existing zoning districts. In 2015, the Board adopted the Perdido Key Towncenter Overlay which adds additional standards to development within the designated areas in Perdido Key. Being that Perdido Key is a

barrier island, it is vulnerable to beach erosion, storm surge, flooding, wind damage and other natural hazards.

The Mixed-Use PB applies to Pensacola Beach, located on the Gulf of Mexico. Development continues in this high-risk area with the majority being hotel lodging units but is slowing down due to the development caps quickly being reached. Pensacola Beach is also a barrier island; it is vulnerable to beach erosion, storm surge, flooding, wind damage and other natural hazards.

The Northern section of Escambia County is mainly Rural Residential (RR), Agriculture (AG). The County recognized that growth is occurring in this area, as a result the Mid-West Escambia County Sector Plan and Detailed Specific Area Plans were developed and adopted by the Commission. The Plan offer predictable, organized future development while at the same time providing for the protection of the natural environment. The North end of the county has many different hazard vulnerabilities. Flooding in these areas does happen as a result of heavy rainfall and can cause crop damage. Riverine flooding on the Escambia River can result on evacuations and property damage. This part of the county also has the highest risk for freezing temperatures.

The Department of Growth Management, now Department of Economic Opportunity (DEO), completed an inventory of infrastructure located in the Coastal High Hazard Area (CHHA) in 1994. At the time of the study it was determined that there were no vital public or semi-public facilities in the CHHA requiring relocation. In 1998, the County changed the definition (and thus the geography) of the CHHA to meet the new State definition. Since 2010, the County has not built any new vital public or semi-public facilities in the CHHA as now defined. Both documents, the Land Development Code and the Escambia County 2030 regulate any proposed development within the designated CHHA.

2) Town of Century

The Town of Century has a designated FLUM. Population fluctuations up or down have been under 100 in either direction, with no anticipation of a population surge from any identified or planned development. No long or short-term growth or development is expected for the Town of Century, unless a minimal impact is realized from the opening of the new Molino Park Elementary School, which may bring a couple of small businesses and home developments into the area surrounding the school, but that impact has yet to be realized or determined.

Century exists because money is brought from employment outside of the community or from those dollars that travelers spend for fuel and groceries. There are, of course, support businesses in the community that contribute to some gross domestic product in Century. The oil fields have a small economic impact and employment in that industry is on the downslide. The service sector, healthcare, and governmental/school district employment is where the revenue comes from in Century. The adult congregate care facility, Helicopter Technology, Inc, the Flomaton CSX rail yard, and several other businesses in the Century Industrial Park, Century-Carver K-8 School, Century Correctional Institution, and a number of retail establishments (primarily service sector) are the employers of Century proper. Exxon-Mobil employs about 60 people in Jay, Florida and probably another 60 in

Flomaton, Alabama. We cannot forget the Alabama factor for employment, as well. There are a number of residents from Century working in Brewton, Flomaton, Bay Minette, Evergreen, Monroeville, and Atmore and Mobile, all in Alabama. Not to mention Cantonment, Milton and Pensacola.

As for future growth, the land for expanded development is readily available in the industrial park, the old Alger/Sullivan mill, and along US 29 itself along with SR 4 to the east for about 1/2 mile. Infrastructure such as sewer, water, gas, road network, even an incubator for small businesses developed by EDA. it's all there. One of the challenges that face Century is how to attract local and outside investment into the community.

Since Century needs every possible personnel minute invested in its economy, not having to be distracted from that focus with disasters impacts, mitigation is vitally important. One of the greatest vulnerabilities in Century is the substantial number of wood frame homes that are susceptible to fire and high wind/tornado/hurricane damage. Upgrading of the housing stock to withstand wind and rain, and considerations of the wild land interface for fire with older wood frame vernacular housing will substantially increase the disaster resistance of the Town.

With no expected or planned growth, mitigation of the existing situation should be a short-term goal, with consideration for improved growth standards taking all hazards into consideration.

3) City of Pensacola

The City of Pensacola has minimal impacts from disaster events as mapped in this LMS document, however, the downtown area can be significantly impacted by storm surge. Future development in the City, however, will be minimal as the City is almost “built out” and what development opportunity that is left, will have minimal impact on the hazard areas as defined by this LMS document.

The recommended reuse plan for the American Creosote Works Superfund Site provides opportunities for economic development on a portion of the American Creosote Works (ACW) site and surrounding areas and the development of an open space/park buffer for the residential properties to the south of the site.

An open space/park facility will be developed on the site in the area generally located north of the Pine Street and south of the proposed buildings on the south side of Gimble Street. A parking area will be provided on the site’s western end and a permanently wet storm water retention pond will be developed on the eastern end.

Development on the ACW site, south of Gimble Street will consist of one and two-story buildings with local retail/office/service uses. Residential use may be located in the second story. Development will be limited to 100 feet south of Gimble Street and a building setback of 30 feet from the rear property line will be required to provide access and parking. Buildings fronting the north side of Gimble Street will be a maximum of 3 stories and will include office/retail/service/residential uses.

Buildings along Main Street will not exceed 4 stories. The commercial land uses that attract a regional and community wide market is encouraged but will not include big box

retail type of development. A retail theme, such as the “renovation design district”, may be developed to attract businesses of a similar type and to market the area to the region. Residential uses on upper floors would be encouraged.

The local roads will be improved in the following manner. Pine Street improvements are limited to providing local access to properties fronting on Pine Street and portions of the right-of-way may be incorporated into the open space/park facility. Gimble Street will be reconstructed from Barrancas Ave. to “F” Street in a manner that inhibits speeding and does not result in creating a “cut through.” Main Street will be reconstructed in a design suitable for the western gateway to the downtown area. “L” “I” and “F” streets will also be reconstructed with design similar to Main Street and Gimble Street.

Other improvements include an environmental/historical resource building on the south side of Gimble Street. The facility will include educational exhibits about the history of the ACW site. The facility will also include public restrooms and a snack shop. The existing treatment buildings will be relocated in architecturally compatible buildings.

To promote the redevelopment of the area, a Western Gateway Redevelopment District (WGR) zoning classification will be created. The WGR classification will be similar to the City’s existing Waterfront Redevelopment District and will include a list of permitted uses that are of a character suitable to the classification as well as building and site development design requirements. Design requirements will include regulations to promote redevelopment of the district in a character and scale that is consistent with traditional neighborhood development principals. Upon City ownership of the ACW site, the area of the site designated for the open space/park facility will be rezoned to Conservation District to assure the continued public open space/park use of this property.

It is also recommended that the City designate the general area as a Community Redevelopment Area and that a tax increment-financing district be established to fund infrastructure and redevelopment related improvements. A Brownfields designation will be pursued for the general area to provide aid and incentives to property owners to redevelop their properties. In addition, Economic Development incentives such as offered by the Enterprise Zone and the Commercial Façade Program will be offered to attract businesses to the area.

The 20+acre site referred to as the "Aragon" site is a Traditional Neighborhood Development (TND) project that extends the neighborhood "fabric" of the Seville area to the north. There are 129 residential lots and several mixed-use (office, retail, residential) sites on this water view location. Sidewalks, tree-shaded streets, historic street lighting, a central park space and easy access to downtown Pensacola's thriving business district have created a renewed interest in downtown living. This project will further realize the long-held goal of the CRA to create a 24-hour-a-day population in the inner City through infill residential development. Construction of the project is underway. The only direct hazard to this facility will be found in the category 5 storm surge and potential hazardous material area. As identified by the LMS hazard maps.

Port Royal Phase II Residential Project. The City-owned peninsula of land located south of Main Street, between Baylen Street and Spring Street, generally referred to as the

Baylen Peninsula, includes approximately 9.85-acres. The 4.37-acre site at the southern end of the peninsula identified as Port Royal Phase I has been developed in 21 condominium townhouse units and 39 tower condominium units. A public promenade open to the general public is located on the eastern edge of the Phase I & II parcels overlooking a 40-slip marina that is leased to a private developer.

The Phase II parcel, with 4.03-acres, is located immediately north of Phase I. This property was leased in 1997 for the construction of 24-single family and carriage house residential units. Phase III includes 1.45 acres of land in two parcels that front Main Street. These parcels will most likely be offered for development through a request for proposal (RFP) process.

4) Santa Rosa Island Authority

The future development assessment portion for SRIA can be found in the County section above, as they technically fall under the County jurisdiction.

5) Emerald Coast Utilities Authority

ECUA has no significant future developments planned that will be impacted by or impact the various hazards as identified by the LMS. Most of what gets built for infrastructure with the ECUA are water wells, and lift stations, with most of that infrastructure following the development trends of the County, City, and Town.

6) School District of Escambia County

The School District, while having the ability to build hazard aware, does have a more limiting ability to develop in new and better locations in relation to our LMS hazard areas. Though most new development for schools involves additions and portables, they tend to reside where a school campus has already been located, thus being able to mitigate those new structures is dependent upon mitigating technologies for the hazards located at that site. Most of what has been mitigated is what was directed by EHPA and the local building code. As with all of the other jurisdictions, no policy develops better than the current building code dictates.

As far as future development, additions are the only short-term plan for the next 5 years, with a handful of additions going into already existing campuses. Those additions will certainly be required to be developed according to the local building and minimum NFIP and wind standards[61]. On July 29, 2008, the Governor and Cabinet approved the Enhanced Hurricane Protection Area (EHPA) requirements. All are within the realm of potential chemical impacts under worst-case scenarios, and most of the risks they run can be directly associated with the risks found on the campus as identified in the vulnerability assessment for the campus found in Appendix I-G.

[61] The Enhanced Hurricane Protection Area (EHPA) requirements are currently being waived due to a regional surplus in shelter space, per the 2008 Statewide Emergency Shelter Plan (SESP), approved by the Governor and Cabinet on July 29, 2008. The following language was removed. *"but one benefit of new public school building is the ability to mitigate those structures based upon the Enhanced Hurricane Protection Area (EHPA) requirements. This basically requires 50% of the new school building to be built with its use a risk hurricane shelter in mind."*

IV. MITIGATION GOALS AND OBJECTIVES:

The purpose for developing a set of goals and objectives is to clearly state the community's overall vision for hazard mitigation and ensure that the community adequately addresses its mitigation needs before and after a disaster. This is consistent with purpose of the LMS, to provide guidance to the County in building a safer and more resilient community. Mitigation goals and objectives must be consistent with the goals and objectives of the County its jurisdiction's master plans, their codes and ordinances, as well as other endeavors that reflect the aspirations for the welfare, safety, and quality of life of its citizens. During the planning process, the LMS Planning Committee reviewed and updated a set of community values or guiding principles that serve as a vision for hazard mitigation in Escambia County. This set of values guided the Committee in the formulation of specific goals and objectives and helped to direct the planning process and the selection and implementation of mitigation initiatives and programs.

A. Goals and Objectives

The current LMS Plan update process followed the same steps used for the previous LMS Plan updates. The LMS discussed goals and objectives early on in the update process. This allowed participants in the process the opportunity to start thinking about the LMS and what we want to accomplish. Goals and objectives were reviewed toward the end of the update process to take in all the information and data generated during this process to determine where the goals and objectives needed to be adjusted and/or enhanced. The specific participants involved with the process are identified on the meeting sign-in sheets and as noted within the meeting minutes and agendas in Appendix I-R. The following goals, objectives, and tasks were identified:

Table 16: Mitigation Goals, Objectives, and Tasks

GOAL	OBJECTIVE	TASK	DESCRIPTION
1			Enhance coordination and communication among local and regional organizations to implement the hazard mitigation goals and objectives.
	A		Continue to identify and solicit effective participation from all governing bodies, regulating authorities, regional organizations, for-profit and non-profit organizations, community organizations, neighboring governing bodies and organizations, and any other organizations that may have an interest in being a stakeholder in the mitigation process.
		1	On an on-going basis, incorporate mitigation concepts and ideas into any relevant discussions and presentations by any organization or entity out in the community, to include a comment and invitation to attend and be a part of the LMS meetings.
		2	Annually conduct an LMS/NFIP/CRS workshop for public officials and the community.
		3	By November of each year, review and update the LMS invitation list with potential stakeholders as generally identified in the objective. This list will be provided to all organizations in the email group for update and suggestions.

GOAL	OBJECTIVE	TASK	DESCRIPTION
		4	During December of each year, provide a written invitation to each of the relevant organizations as identified in task 3.
		5	Annually meet with representatives of local military bases to explore potential mitigation opportunities.
2			Reduce risks and vulnerabilities of facilities and properties in hazard-prone and environmentally sensitive areas.
	A		Identify the risks and vulnerabilities that need to be addressed in our community through a risk assessment and hazards analysis.
		1	Annually, complete broad natural disaster vulnerability and risk assessment for the county and surrounding jurisdictions using current and available information to update the LMS planning document. Incorporate man-made disasters where appropriate.
		2	On an ongoing basis, at least annually, refine the data in the LMS planning document as information becomes available and time dictates.
		3	On an ongoing basis, engage local, state, and federal agencies to develop partnerships with LMS to assist in identifying tasks on their goals and priority lists to further the LMS Plan.
		4	As soon as released by DOF, incorporate the new DOF hazard analysis study into the LMS plan as appropriate. (Include DOF not just GIS information.)
		5	Annually and during plan review, update vulnerability analysis as buildings and infrastructure are improved or developed.
		6	Every three and a half years, from the date of the last LMS FEMA plan approval, start the formal process of updating the LMS planning document for re-certification from FEMA.
		7	Expand the vulnerability analysis to include other at-risk infrastructure components and at-risk structures whether public or private.
	B		Create a method of reviewing and prioritizing recommended mitigation initiatives and projects for our community.
		1	As required by CRS annually, review, assess, prioritize and organize the repetitive loss properties in all the jurisdictions in Escambia County and start preparing grant applications.
		2	Annually, conduct a public awareness program to solicit interest, for participation in various grant programs for repetitive loss properties in all LMS jurisdictions.
		3	Review and update, as needed, the review and ranking process for all projects submitted for consideration to the LMS.
	C		Maintain and update periodically the prioritized mitigation project list through required project status and project close-out reporting.

GOAL	OBJECTIVE	TASK	DESCRIPTION
		1	Require all funded project organizations complete a project status report and closeout form for better historical record keeping and documentation of success stories.
		2	On an ongoing basis, revise the projects list to include additional relevant information found from information acquired from task #1.
3			Integrate and coordinate all local mitigation activities and programs under the LMS as appropriate, or as directed or required by programmatic rules and requirements.
	A		Identify any and all intergovernmental plans, studies, reports, and technical information from various agencies at the Federal, State, and Local levels of government and community organizations that have a mitigation function and incorporate those into the LMS mitigation strategy.
		1	On an on-going basis, continue to encourage members to identify all possible intergovernmental and organizational plans, studies, reports, and technical information that may be relevant to the LMS and include in any future update to the LMS Plan and analysis.
4			Provide Education, Outreach, Research, and Development of mitigation initiatives and programs.
	A		Provide education to all potential stakeholders, governing and political bodies, and to the general public as to the goals and objectives of the LMS.
		4	Annually, coordinate and review inventory of materials, both printed and on the LMS website, that are being provided to the public in relation to preparedness and mitigation to update the information and the message that is being presented.
		5	Develop a standardized annual report that LMS Members are required to submit every June, identifying presentations, public speaking engagements that have or will take place in the County to more accurately monitor our outreach efforts and the potential successes.
		6	Develop printed materials relating the LMS efforts, goals and objectives that relate to our public outreach efforts to be included in the annual report that is due in June.
		7	On an ongoing basis target homebuilders, home buyers, real estate brokers and professionals to enhance their educational efforts at Expos, Homebuyer Programs, or within other programs with regard to mitigation techniques and options. Whenever possible offer CEUs to professionals to encourage attendance.

GOAL	OBJECTIVE	TASK	DESCRIPTION
5			Improve and enhance current development rules, laws, regulations, and codes to ensure that future development will continue to be less vulnerable to our hazards.
	A		Continue to improve upon the use of the minimum NFIP standards through improved local, regional or state codes and ordinances.
		1	On an ongoing basis, review and evaluate our current development regulations and determine any short falls in the level of protection against the identified hazards in this plan. Meet with the appropriate regulating agencies to discuss options and recommendations.
		2	On an on-going basis, continue to participate in the CRS Program and implement activities that will earn points in the program and better mitigate our community in the future.
	B		Continue to improve upon and increase the minimum Florida Building Code with regard to wind load and flying debris minimum standards through improved local, regional, or state codes and ordinances where appropriate and possible.
		1	Evaluate the current building code for wind load requirements and make suggestions for improvement to the appropriate regulating agency. Meet with appropriate regulating agencies to discuss options and recommendations.
		2	Make an effort to work with the local Florida Building Association to develop informational tools that will provide better information about wind mitigation when they are building homes.
	C		Continue to improve upon and increase the minimum standards of any other identified mitigation activities, plans, or policies that impact our community against our identified hazards through improved local, regional, and state codes and ordinances.
		1	Identify and evaluate any and all plans, policies, etc., and make suggestions and recommendations, where appropriate, for possible improvement or consideration.
6			Incorporate the activities and Principles of the CRS program wherever possible and continue to utilize this LMS for credit as the "Floodplain Management Plan" for each of our CRS jurisdictions within Escambia County.

GOAL	OBJECTIVE	TASK	DESCRIPTION
	A		Continue to support the CRS program for the multiple jurisdictions participating in the LMS Plan.
		1	On an ongoing basis, review current CRS criteria to consider implementing activities that could earn additional points through the LMS by working with the various jurisdictions cooperatively where possible to pursue and implement any new activities to acquire additional points for all CRS communities.
		2	By October 1 of each year, provide and present an annual progress report of the Floodplain Management/LMS plan per the requirements of CRS.
	B		Escambia County (120080) will conduct Outreach Programs for Floodplain Management and other Hazards in support of CRS Activity 330; Outreach Projects pursuant to a Public Information Program Strategy (OPS).
		1	Continue to utilize the AT& T Real Yellow Pages to provide Flood Protection Preparedness Information to the Citizens of Escambia County
		3	Provide Floodplain and other Hazard protection information at Emergency Management Outreach/Training Sessions
		4	On an annual basis, review the Public Library's circulation materials to verify that they are maintaining the FEMA materials provided by the County.
	C		City of Pensacola (120082) will conduct Outreach Programs for Floodplain Management and other Hazards in support of CRS Activity 330; Outreach Projects pursuant to a Public Information Program Strategy (OPS).
	D		Santa Rosa Island Authority (125138) will conduct Outreach Programs for Floodplain Management and other Hazards in support of CRS Activity 330; Outreach Projects pursuant to a Public Information Program Strategy (OPS).

The LMS Board will be responsible for the implementation of all identified tasks and the annual updated of the goals, objectives, and tasks through the LMS. Each January, the LMS will review the current goals and objectives and update them with new or modified goals and objectives including the identification of specific tasks with timelines for completion.

With the initial development of these goals and objectives, the LMS identified short-term goals to start guiding the process into the direction necessary to develop long-term goals and objectives

in the future. The original goals, objectives, and tasks will remain with the LMS plan as written to demonstrate the initial process guiding this document. Appendix I-L provides our annually adjusted goals, objectives, and tasks as well as the most current of goals, objectives, and tasks.

The LMS Board will be responsible for the generation of an annual progress report on the identified goals and objectives, its successes and disappointments, annually.

a) Addressing Known Risks and Vulnerabilities:

Proposed mitigations projects, in addition to meeting the long-range intent of the goals and objectives, are used to address known problem areas in the community. These can include hardening and retrofitting or existing critical facilities as well as addressing stormwater issue in known problem areas. These may not projects can be used to address problems that do not necessarily affect an entire neighborhood but can cause unsafe conditions or damage properties.

V. MITIGATION PROGRAMS

The County and all of its municipalities participate in several mitigation programs and utilize mitigation grant programs in an effort to minimize the impacts to our community from natural disasters. The County participates in the following mitigation programs:

A. The National Flood Insurance Program (NFIP)

All four of the County's eligible governmental jurisdictions are participating in the National Flood Insurance Program. To become a participant in the program, certain requirements must be met, including the adoption of minimum floodplain management development standards that are required to be incorporated into jurisdiction ordinances. The NFIP allows communities and their residents to be able to purchase flood insurance through the national program, where flood insurance would not otherwise be available. More detailed information about the program may be found at the NFIP website at http://www.fema.gov/national-flood-insurance-program.

In an effort to ensure continued compliance with the NFIP, each participating community will:

- Continue to enforce their adopted Floodplain Management Ordinance requirements to include regulating all new development and substantial improvements in Special Flood Hazard Areas (SFHA).
- Continue to maintain all records pertaining to floodplain development, which shall be available for public inspection
- Continue to notify the public when there are proposed changes to the floodplain ordinance or Flood Insurance Rate Maps.
- Maintain the map and Letter of Map Change repositories.
- Continue to promote Flood Insurance for all properties.
- Continue their Community Rating System outreach programs.

Additionally, the County will continue to participate with the Northwest Florida Water Management District (WFWMD), and actively take part in all future floodplain mapping projects initiated by the State or FEMA. The following table illustrates the number of NFIP polices "in force" for the County and its jurisdictions as of May 8, 2020[62].

Table 17: NFIP Claim Information for Escambia County (May 2020)

COMMUNITY	NFIP COMMUNITY #	POLICIES "IN FORCE"	INSURANCE "IN FORCE" ($)	WRITTEN PREMIUMS "IN FORCE" ($)
UNINCORPORATED ESCAMBIA COUNTY	120080	13,645	$3,661,000,500	$5,982,563
SRIA (PENSACOLA BEACH)	125138	3,697	$943,370,800	$3,100,368
CITY OF PENSACOLA	120082	2,454	$756,678,500	$1,620,203
TOWN ON CENTURY	120084	3	$850,000	$1,703

[62] https://www.fema.gov/policy-claim-statistics-flood-insurance

B. The Flood Mitigation Grant Program (FMA) and Severe Repetitive Loss Program (SRL)

The Flood Mitigation Assistance (FMA) Grant Program was created as part of the National Flood Insurance Reform Act (NFIRA) of 1994 to reduce or eliminate claims under the National Flood Insurance Program (NFIP). The FMA Grant program was updated in FY 2013 by the Flood Insurance Reform Act of 2012 (Public Law 112-114).

Under the FMA program, FEMA provides assistance to states and communities for activities that will reduce the risk of flood damage to structures insurable under the National Flood Insurance Program (NFIP). FMA is a state-administered, cost-share program through which states and communities can receive grants for flood mitigation planning, technical assistance, and mitigation projects. FMA project and planning target allocation is based on the national percentage of NFIP policies present within the jurisdiction. An applicant may apply for funding up to or exceeding its target allocation. Historically, there is typically about $2 million that becomes available for the State of Florida to distribute to cost effective projects that elevate, flood proof, or even acquire residential or commercial properties that meet the minimum Federal criteria.

The following entities are eligible to apply for FMA funding assistance: state-level agencies including state institutions (e.g. state hospital or university); federally-recognized Indian tribal governments; local governments, including state-recognized Indian tribes, authorized Indian tribal organizations; public colleges and universities; and Indian tribal colleges and universities. Private Non-Profit (PNP) organizations and private colleges and universities are not eligible to apply for an FMA grant. However, an eligible, relevant state agency or local government may apply on the behalf of the private entity.

Escambia County has mitigated several properties throughout the county and continues to solicit more opportunities in the program. More specific information about eligibility and the program specifics can be found at https://www.fema.gov/flood-mitigation-assistance-grant-program.

The Severe Repetitive Loss (SRL) grant program was authorized by the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, which amended the National Flood Insurance Act of 1968 to provide funding to reduce or eliminate the long-term risk of flood damage to severe repetitive loss (SRL) structures insured under the National Flood Insurance Program (NFIP).

The primary objective of the Repetitive Loss Properties Strategy is to eliminate or reduce the damage to property and the disruption of life caused by repeated flooding of the same properties. A specific target group of repetitive loss properties is identified and serviced separately from other NFIP policies by the Special Direct Facility (SDF). The target group included every NFIP-insurance policy that since 1978 and regardless of an ownership change during that period has experienced:

- Insurance property with 2 flood claims where the repairs equaled or exceeded 25% of the market value of the structure at the time of the flood event.
- Insured property with flood history of 4 or more separate claims of $5,000 each with cumulative total exceeding $20,000 or at least 2 claim payments where the cumulative amount of 2 claims exceeds the market value of the structure.

Although the FMA Grant Program is federally funded, and administered through a partnership with the Florida Division of Emergency Management (FDEM), local and Native American Tribal

governments, and the Federal Emergency Management Agency. Authority and responsibility for developing and maintaining a State Mitigation Plan, assisting local and Native America Tribal governments in developing and maintaining Flood Mitigation Plans, reviewing FMA Grant sub-applications, recommending cost effective sub-applications to FEMA and providing pass-through grant funds to awarded FMA Grant projects from eligible sub-applicants resides with FDEM. They also are responsible for ensuring the projects funded are completed and all reporting requirements are met.

The SRL program is different from the other mitigation grant programs because property owners who decline offers of mitigation assistance may experience an increase in their flood insurance premium to more closely reflect the flood risk to the structure.

a) Repetitive Loss Properties

Each CRS community typically receives a copy of the repetitive loss property list in September of each year. Upon receipt the community begins reviewing the list to determine:

1) Is the property located in the community, and,

2) Has the property been mitigated. The community, as needed, provides correction and updates.

Escambia County and SRIA-Pensacola Beach experienced a dramatic increase in the number of repetitive loss properties following the 2004 & 2005 hurricane seasons. Both communities are still working to collect mitigation data, in an attempt to bring the list data current. Since reconstruction and demolition are still occurring, this remains a work in progress.

The actual database of repetitive loss properties will not be provided in this LMS plan because of the specific address and personal information that is associated with the information. However, specific requests for information may be requested from any of the appropriate jurisdictions directly, or through the NFIP at FEMA.

Each jurisdiction in Escambia County, with the exception of the Town of Century, is making a variety of efforts in relieving the burden of the repetitive loss properties from the NFIP. The effort being made not only satisfies the CRS and its activities, but also allows the jurisdictions to reduce or eliminate high-risk property from the flood zone, potentially eliminating the need to respond to those properties with emergency vehicle and public works response when they begin to flood.

The Town of Century has no repetitive loss properties in their community, therefore, the jurisdiction does not have a repetitive loss program. However, for the County, City, and SRIA, each jurisdiction maintains a database through the NFIP of those properties, provides educational outreach directly to those properties, and provides the opportunity for those property owners to voluntarily participate in the various mitigation grant programs to assist them in reducing or eliminating their repetitive loss flood risk, by providing supplemental funding to those that are eligible and wanting to participate. The building officials in each community can direct citizens to the people managing the programs in their jurisdictions. The actual database of repetitive loss properties will not be provided in this LMS plan because of the specific address and personal information that is associated with the information.

However, specific requests for information may be requested from any of the appropriate jurisdictions directly, or through the NFIP at FEMA.

Below is a summary of the Repetitive Loss Properties within the County and its jurisdictions.

Table 18: Repetitive Loss Property Data

	ESCAMBIA COUNTY	CITY OF PENSACOLA	SRIA–PENSACOLA BEACH
# OF PROPERTIES BY TYPE:			
RESIDENTIAL	431	29	269
COMMERCIAL	13	7	10
INSTITUTIONAL	4	5	0
TOTAL # OF REPETITIVE LOSS PROPERTIES	448	41	279
# OF REPETITIVE LOSS PROPERTIES IN A SPECIAL FLOOD HAZARD AREA	316	19	279
# OF REPETITIVE LOSS PROPERTIES, REPORTED AS MITIGATED BY FEMA	12	3	137

Through various outreach methods in each jurisdiction that has repetitive loss properties, an effort is being made to eliminate or reduce the risks of future flooding to those properties through various mitigation techniques. Each jurisdiction sends a notice to each owner of a repetitive loss property, soliciting interest and participation in various potential grant programs, in an attempt to mitigate their property from future flood losses. Each interested property owner that responds to the solicitation will be prioritized utilizing the prioritization guidelines, produced by the program in which they apply.

Currently, each jurisdiction maintains the above information. When projects come to the LMS for funding support, all projects submitted for alternative funding opportunities are supported by the LMS regardless of the jurisdiction and in priority as they are individually scored utilizing the LMS project scoring criteria. Depending upon the grant program or alternative funding source, those sources or grant programs may have their own prioritization process, which may compliment or negate the local prioritization. A list of interested people can be found in each of the jurisdiction's repetitive loss property coordinator offices.

b) Severe Repetitive Loss Properties

SRIA and Escambia County will continue to assess the SRL list, to encourage and promote the property owners to mitigate their properties.

C. Repetitive Flood Claims Grant Program

The Repetitive Flood Claims[63] (RFC) grant program was authorized by the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004 (P.L. 108–264), which amended the National Flood Insurance Act (NFIA) of 1968 (42 U.S.C. 4001, et al).

[63] For more information regarding RFC eligibility and program specifics visit:

Up to $10 million is available annually for FEMA to provide RFC funds to assist States and communities reduce flood damages to insured properties that have had one or more claims to the National Flood Insurance Program (NFIP).

FEMA may contribute up to 100 percent of the total amount approved under the RFC grant award to implement approved activities, if the Applicant has demonstrated that the proposed activities cannot be funded under the Flood Mitigation Assistance (FMA) program due to lack of State or local capacity, which includes either inability to manage the sub grant or lack of 25% match.

D. FEMA's Map Modernization Program

On September 29, 2006, Escambia County, the City of Pensacola, SRIA-Pensacola Beach and the Town of Century adopted the newly created Flood Insurance Rate Maps. The maps were created as part of the FEMA Map Modernization Program.[64] The fieldwork and analysis for the 2006 FIRMs was significantly underway when Hurricane Ivan struck the Alabama/Florida region in September 2004. Following extensive discussion, it was decided that adoption of the FIRMs would move forward, with an understanding that a new coastal model and study was warranted based upon the impact experienced in Ivan. A new coastal model has been created and was used to create the recently adopted FIRMs for coastal Mississippi. A Coastal Vulnerability Study for Escambia County was completed in 2016.[65]

E. Hazard Mitigation Grant Program (HMGP)

The Hazard Mitigation Grant Program (HMGP)[66] was created by section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act. The HMGP provides funding for communities to implement long-term hazard mitigation measures that reduce or eliminate risk to people and property from natural hazards and their effects. Funding is made available following a Presidential declaration in the state. The amount available to the state for HMGP projects is based on a percentage of the federal funds expended on the Public and Individual Assistance programs for the disaster. The objective of the HMGP is to protect lives and significantly reduce or eliminate future disaster expenditures. HMGP grants can be awarded to eligible applicants throughout the state, regardless of the boundaries of the disaster declaration.

Eligible applicants include local governments, private non-profit organizations, and Indian tribes or authorized tribal organizations. Federal funds are available for up to 75% of eligible project costs. The remainder of the cost for the project is the responsibility of the applicant and must be non-federal funds. The HMGP can be used to fund projects to protect either public or private property.

In September of 2008, FEMA implemented a Wildfire Mitigation Policy for the HMGP. This policy ensures national consistency in the use of HMGP funds for wildfire mitigation projects. Specifically, the policy describes the availability of HMGP funds for defensible space, structural protection through application of ignition resistant construction, and limited hazardous fuels reduction to protect life and property.

https://www.fema.gov/repetitive-flood-claims-program.

64 https://www.fema.gov/map-modernization

65 https://floridadep.gov/sites/default/files/CRI_Coastal_Vulnerability_Assessment_Escambia.pdf

66 https://www.fema.gov/hazard-mitigation-grant-program

The LMS completed project list for the County can be found in Appendix I-M.

F. Pre-Disaster Mitigation Grant Program (PDM)

The Pre-Disaster Mitigation Grant Program (PDM)[67] was created by section 203 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act, 42 U.S.C. 5133. The PDM program provides an annual mitigation funding source to communities to implement a sustained pre-disaster natural hazard mitigation program to reduce overall risk to the population and structures, while reducing reliance on federal funding from actual disaster declarations. The PDM is a nationally competitive grant program. Interested applicants can apply for either planning or project grants. The requested federal share of a planning project is limited to $1 million and the requested federal share of the project grants is limited to $3 million.

The following entities are eligible to apply for PDM funding assistance: state-level agencies including state institutions (e.g. state hospital or university); federally-recognized Indian tribal governments; local governments, including state-recognized Indian tribes, authorized Indian tribal organizations; public colleges and universities; and Indian tribal colleges and universities. Private Non-Profit (PNP) organizations and private colleges and universities are not eligible to apply for a PDM grant. However, an eligible, relevant state agency or local government may apply on the behalf of the private entity.

In September of 2008, FEMA implemented a Wildfire Mitigation Policy for the PDM. This policy will ensure national consistency in the use of PDM funds for wildfire mitigation projects. Specifically, the policy describes the availability of PDM funds for defensible space, structural protection through application of ignition resistant construction, and limited hazardous fuels reduction to protect life and property.

Escambia County has submitted multiple projects for consideration and will continue to solicit more opportunities in the program.

G. Community Development Block Grant (CDBG)

The Community Development Block Grant Program[68] is a Federal program that provides funding for housing and community development. In 1974, Congress passed the Housing and Community Development Act, Title I, and created the program. The program, administered by the U. S. Department of Housing and Urban Development, consists of two components - an entitlement program that provides funds directly to urban areas and a small cities program which funds rural community activities. The program consolidated several grants relating to housing and infrastructure, which did not adequately address local needs. In 1981, the law was amended to allow states to administer the program on behalf of small local governments, or non-entitlement communities. Since then several changes have been made to the law. The most recent was incorporated into the Cranston-Gonzales Affordable Housing Act of 1990. Mandates now require that the states:

- Adhere to many of the stringent requirements imposed by the U. S. Department of Housing and Urban Development on entitlement communities;

[67] https://www.fema.gov/pre-disaster-mitigation-grant-program
[68] https://www.hudexchange.info/programs/cdbg-dr/

- Target low- and moderate-income persons (70% of the funds must be used for activities that benefit such persons);
- Provide for citizen and public participation;
- Allow home ownership assistance as an eligible activity.

The program has five preliminary categories:

- Housing;
- Public Services;
- Real Property Improvements;
- Public Facilities; and,
- Economic Development.

a) Section 108 Loan Guarantee Program

The Florida Legislature requires that each of the first four categories be allocated funding based on a percentage of the total amount received from the U. S. Department of Housing and Urban Development.

While CDBG focuses its efforts as described above, CDBG funds have been used for common and less typical mitigation activities that lessen the impact of a disaster. Mitigation activities have involved the use of CDBGs to fund buyouts of real property in areas prone to a recurrence of the event. For instance, following the Midwest floods of 1993, CDBG and Hazard Mitigation

Grants from the FEMA were used to acquire privately-held real property within flood plain areas in the nine affected states and to convert the land to public uses, such as recreation or allowing it to return to its natural state. CDBG funds were also used to construct and repair levees in an effort to reduce the area's vulnerability to future flood losses. Following the Midwest floods of 1997, Congress again appropriated CDBG funds to cover buyouts of privately- held land in flood-prone areas in the affected states. Following the terrorist attacks of September 11, 2001, Congress appropriated $2 billion under P.L. 107-117 for disaster relief and recovery assistance to New York. The act earmarked at least $500 million for economic losses to individuals, businesses, and nonprofit organizations in an effort to mitigate the attack's economic impact. That provision required HUD to implement the program within 45 days after passage of the act. It limited economic loss grants to small businesses located within a designated area to no more than $500,000. In addition, the act earmarked at least $10 million for the tourism and travel industry.

All of our jurisdictions take advantage of this program.

b) Community Redevelopment Agency – (Utilizing CDBG and Other Funding to Fund Mitigation Activities in Select Neighborhoods)

The County established the Redevelopment Agency in 1995. Since then five redevelopment areas have been designated. These areas focus on historic urban residential and commercial centers in the community. Most of these neighborhoods are located within fifteen minutes of

downtown Pensacola and offer a range of urban environments from waterfront settings to large tree covered lots and are served by numerous major commercial corridors.

The Agency is tasked with enhancing the quality of life within the five redevelopment areas and Enterprise Zone by encouraging private sector reinvestment, promoting economic development and providing public sector enhancements. This is being accomplished through numerous programs and initiatives available to residents, commercial property owners and tenants living and working within these areas. CRA uses a combination of Tax Increment Financing, Community Development Block Grant and other grant funding sources and partnerships to finance its programs and initiatives.

The programs available for funding residential mitigation activities are as follows:

1) Residential Rehab Grant Program (Includes eligible mitigation retrofit construction)
This program provides a $6,000 matching grant to residential property owners of single-family dwellings located within Escambia County's redevelopment areas zoned for residential use. The program is used to upgrade the property value, and safety of residential properties. Eligible projects include connection to sanitary sewer, electrical rewiring, installing new central Heating and Air Conditioning systems, installing a new roof, installing new storm shutters, and installing new windows.

2) Emergency Tree Trimming Program
This program provides financial assistance to income-qualifying homeowners located in the redevelopment areas with the removal or trimming of damaged, diseased trees or limbs. The tree or limb must present a danger to a primary residence or a neighbor's primary residence if it were to fall.

More information about the Residential Rehab Grant Program is provided in Appendix I-E.

H. Emergency Management Preparedness and Assistance Grant (Base and Competitive)

In the hours and weeks following the South Florida landfall of Hurricane Andrew in late August of 1992, many instances of dedication and effectiveness were evident during the response and recovery efforts, but there were also many recurring themes of significant deficiencies and delays.

To ensure the Andrew experience would be documented and deficiencies would be identified, the late Governor Lawton Chiles appointed a blue-ribbon review committee. The Governor's Disaster Planning and Response Review Committee's final report, on January 15,1992, made 94 specific recommendations for improvements to Florida's readiness for future disasters. Recommendation #94 resulted from the finding that Florida devoted insufficient resources to emergency management programs and recommended the creation of the Emergency Management Preparedness and Assistance (EMPA) Trust Fund to implement necessary improvements in its emergency preparedness and recovery programs and facilities. Based largely on the review committee's work, the Florida Legislature subsequently enacted major revisions to Chapter 252, F.S. and funded the EMPA Trust Fund.

During the ten years that have followed the initiation of programs in this fund, much progress has been made toward resolving problems and enhancing capabilities. The following information offers a summary of the major program highlights.

- Funds are awarded annually to eligible applicants for competitively selected project proposals under two separate programs. Projects are designed to be completed in approximately one year. Specific selection criteria and other guidelines are detailed in Rule Chapter 9G-19, F.A.C. and in the Applicant Packet.
- The Emergency Management Competitive Grant Program is designed to implement projects that will further state and local emergency management objectives. Eligible applicants are state or regional agencies, local governments, and private non-profit organizations. Awards are capped at $300,000 per project.
- The Municipal Competitive Grant Program is also designed to implement projects that will enhance emergency management objectives, but the funds are specifically earmarked for municipalities only. Eligible applicants are legally constituted municipalities which maintain an emergency management program and are signatory to the Statewide Mutual Aid Agreement. Awards are capped at $50,000, and only one entry per municipality per funding cycle may be considered.
    - Examples of increased capabilities resulting from these competitive programs include:
    - Storm shelter and critical facility retrofitting and equipping (e.g., provision of generators and wring, cots, nurse kits, special needs requirements, shuttering, re-enforcement/hardening of structures, volunteer training).
    - Informational studies and plans relating to evacuation scenarios, hurricane insurance risk assessment, transportation methodologies, and business recovery strategies.
    - Warning/alert devices such as NOAA weather radios, sirens, and reverse 911 systems.
    - Response activities and equipment
    - Public disaster education projects, including targeted training for elders, children, condominium/hotel occupants; radio and television PSA’s; and brochures/publications.
    - Initiation of LMS (LMS) development activities; continued funding of LMS identified projects.

Revenues for the trust fund are disbursed through the Department of Revenue from a surcharge collected and remitted to the State by insurance companies on Florida homeowners ($2/year) and business owners ($4/year) insurance premiums.

Though the focus of this program is on emergency management operations enhancement many mitigation initiatives can be argued to benefit the emergency management operations for community.

I. State of Florida Shelter Initiative Grant Program

This program is an annual grant-funding program that has historically provided State funds to identify and retrofit as necessary, qualified hurricane shelter spaces for every community in Florida. The requirement by statute is to eliminate shelter space deficits as identified in the 1999 Northwest Florida Hurricane Evacuation Study in the State of Florida. Escambia County, with all

of its jurisdictions, is taking advantage of this program to continually retrofit schools across the County to create quality and improved shelter spaces for our citizens and visitors.

J. Urban and Community Forestry Grant Program

As part of the federal government's Urban and Community Forestry Matching Grant Program, funds will be available to organizations to develop or enhance their urban and community forestry programs.[69]

Awards are made as 50-50 matching grants (50 percent federal, 50 percent applicant) to local governments, educational institutions, Native-American tribal governments, and legally organized nonprofit (volunteer) organizations in the five grant categories listed below.

a) Local Government Program Development

This includes tree ordinance development or revision, tree inventories, management plans, master plans, in-house training, staffing, student internships, and equipment purchases.

b) Demonstration or Site-Specific Projects

This includes tree planting on public land, tree protection projects, and tree maintenance projects.

c) Nonprofit Administration

This is for personnel costs only and is meant to help nonprofit groups become more effective in their ability to support and promote local tree management programs.

d) Urban Forestry or Arboricultural Training

This category is intended to provide cost- share funding for the development of new or additional continuing education courses or degree track educational courses in urban forestry or arboriculture.

e) Information and Education

This category includes educational programs, Arbor Day programs, Workshops/Training sessions, Youth programs, PSA (public service announcements) development, volunteer training, purchasing or developing brochures and exhibits.

A maximum of $10,000 will be awarded to successful applicants for demonstration and for information and education projects. Staffing grants will be limited to three years, and the applicant will have to reapply on an annual basis. Otherwise, the maximum award is $20,000 for each applicant, and $20,000 for individual practices.

K. Flood Warning Program Plan

Escambia County utilizes the CEMP to respond and recover from natural disasters to include flooding. The Flood Warning Plan supports the CEMP Appendix I-K as a more detailed program outlining the capabilities and processes for threat recognition and information dissemination to

69 https://www.fdacs.gov/Divisions-Offices/Florida-Forest-Service/For-Communities/Urban-Forestry/Florida-Urban-and-Community-Forestry-Grants

the general population, as well as providing historical data and information about flood forecasting. The Plan was developed to provide a more detailed tool for planning purposes and for decision-making processes during a flooding or potential flooding disaster event. The Plan also provides details and descriptions of our processes and our information assessment tools that also provide Escambia County and all of its jurisdictions credit points in the CRS program. Appendix I-O contains a copy of this plan.

L. National Florida Insurance Program (NFIP) and Community Rating System (CRS)

Flood insurance is designed to provide an alternative to disaster assistance to reduce the escalating costs of repairing damage to buildings and their contents caused by floods. In addition to providing flood insurance and reducing flood damages through floodplain management regulations, the NFIP identifies and maps the Nation's floodplains. Mapping flood hazards creates broad-based awareness of the flood hazards and provides the data needed for floodplain management programs and to actuarially rate new construction for flood insurance. Flood insurance policy information is listed on the next page.

The Escambia County Development Services Department and the LMS Strategy Committee will continue to promote and educate the community about the benefits of this program and its implications on reducing flood hazards throughout the community. Jurisdictions within Escambia County are continuing to conduct a variety of activities associated with the NFIP. Activities include, but are not limited to:

- Collecting flood elevation certificates
- Eliminating repetitive flood loss properties
- Informing residents of map changes
- Adopting new maps

As the jurisdictions of Escambia County adopt the Local Mitigation Strategy, the list of actions related to the NFIP within individual jurisdictions will continue to be refined and updated to reflect the most comprehensive list of possible of activities within the LMS relating to the NFIP and CRS.

The Community Rating System (CRS) is a voluntary program for NFIP-participating. The goals of the CRS are to reduce flood losses, facilitate accurate insurance rating, and to promote the awareness of flood insurance. The CRS has been developed to provide incentives in the way of premium discounts for communities to go beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding. At this update, Escambia County (Class 6), the Santa Rosa Island Authority (Class 5), and the City of Pensacola (Class 7) are participating in the CRS as of October 1, 2019. The Town of Century is not currently participating in the program, as the staff available to work on such activities is extremely limited, as well as, the fact that there are only six policy-holders residing in the Town. The Town also has minimal flood zones found within the jurisdiction as identified on the FEMA flood maps.[70]

All three jurisdictions are continuously working toward improving their CRS ranking. More detailed information about the CRS program can be found at https://www.fema.gov/national-flood-insurance-program-community-rating-system.

[70] The Town of Century is no longer exploring the CRS program.

Table 19: Flood Insurance in Escambia County[71]

Community Name	Policies In-force	Total Coverage	Total Written Premium + FPF
City of Gulf Breeze	3	$800,000	$1,432
City of Pensacola	2,454	756,678,500	$1,620,203
Escambia County	13,645	$3,661,000,500	$5,982,563
Pensacola Beach – Santa Rosa Island Authority	3,697	943,370,800	$3,100,368
Town of Century	3	$850,000	$1,703

VI. MITIGATION PROJECT PRIORITY LIST:

The project priority list is located in Appendix I-M of this plan and also includes completed and deleted project lists.

A. Project Submission

Projects may only be submitted to the LMS by those "eligible applicants" as defined by the grant program the project seeks for supplemental funding. The definition of "Eligible Applicant" by default, to be used by the LMS will be defined by 44 CFR 206.434. Should there be a funding program that is required to be supported by the LMS and expands the "eligible applicant" list from that of 44 CFR 206.434, the potential "eligible applicant" may present a project for approval and inclusion in the LMS project list upon verification and evidence of that information. 44 CFR 206.434 defines an eligible applicant as:

- State and local governments;
- Private non-profit organizations or institutions that own or operate a private non-profit facility as defined in Sec. 206.221(e);
- Indian tribes or authorized tribal organizations and Alaska Native villages or organizations, but not Alaska native corporations with ownership vested in private individuals.

Projects eligible for submission to the LMS for review, consideration, and ranking are to be deemed mitigation projects that are considered planning, educational, or construction type projects that seek to reduce or eliminate the risks of natural or man-made disasters.

The LMS project list is NOT for projects that would be considered capital improvement projects or general revenue supplanting projects that have no consideration for mitigation.

Individuals or private for-profit organizations are not "eligible applicants" and may not directly submit or recommend projects for inclusion into the LMS project list. Individuals or private for-profit organizations must solicit those projects to "eligible applicants" for them to sponsor and submit to the LMS. Those "eligible" applicants will also be responsible financially and contractually for implementing the projects.

[71] https://www.fema.gov/policy-claim-statistics-flood-insurance

As a guiding principle for project eligibility, the Hazard Mitigation Grant Program (HMGP) eligibility requirements will be used for definitions and eligibility, unless a specific grant program other than HMGP requires project coordination through the LMS.

Each project submitted for consideration will be required to have a "Benefit-Cost" analysis completed utilizing the appropriate FEMA approved benefit-cost modules and the LMS benefit cost module for local project ranking.

a) Project Eligibility

Typical eligible project types include:

- Planning Grants
- Educational outreach projects
- "Brick and mortar" construction type mitigation projects

Newly recognized and invited organizations that first discover the LMS and were not previously invited to participate in the LMS, may become a member in good standing immediately upon the submission of a membership form and are eligible to submit their mitigation projects as the rules allow. The organization then must maintain their membership in good standing moving forward as previously defined, to keep their projects active and eligible on the project list.

For those project sponsoring agencies that decide to participate only long enough for their projects to be awarded funding and do not participate beyond the time that their project receives funding, that entity will not be able to present a new project for inclusion in the LMS project list and funding consideration and will not receive LMS support until they have re-established their membership in good standing for a period of one year. An organization that does not meet the membership attendance requirements for the second time after their second project has been funded, will have to re-establish membership over a two-year period before any new project from that organization will be accepted and supported by the LMS.

For those projects that may fall under the responsibility of two or more organizations, the financially responsible organization must maintain their membership "in good standing" to remain eligible through the LMS. If two or more organizations are financially responsible, then all of the organizations must maintain their membership in good standing to remain eligible and have support from the LMS.

Exceptions can be made to any rule, guideline, procedure, or requirement of the LMS by a majority vote of an LMS Board quorum, and if a project is deemed to be a significant benefit to the community and the LMS does not want to punish the community for the lack of participation by any one organization.

b) Types of Mitigation Projects

The tools and techniques for hazard mitigation fall into three broad categories: design and construction guidelines (structural), environmental interventions, and non-structural interventions. Structural mitigation projects identified through the LMS may include, but not be exclusive of, the strengthening of vulnerable structures, public facilities, and public

infrastructure to withstand hurricane forces wind and flying debris, elevation of structures to protect them from damage caused by flooding, construction of storm water flood control facilities, and completion of small-scale drainage improvements to existing facilities.

Environmental intervention refers to actions that reduce the vulnerability of communities by armoring them against the elements. This term commonly evokes images of works of engineering as well as beach restoration and planting vegetation on loose hillsides and berms. Non-structural mitigation usually refers to policies for avoiding hazard impacts. These policies may include choosing to apply zoning and density restrictions, acquiring land in the floodplain, promoting citizen awareness of hazard risk or other planning initiatives. The non-structural mitigation initiatives identified in the LMS can also include educational and outreach programs and the updating of the Post-Disaster Re-Development plan.

The implementation of a mitigation program is a key component in the achievement of a "sustainable community," one in which citizens, businesses and institutions are protected from the disruptions and impacts from emergencies and disasters.

c) Project Submittal Modifications

The following Project Submittal Modification process was instituted on September 20, 2005. Once a project has been accepted and put on the LMS project list and ranked, a project may be modified only twice per year, June 1 and November 30, where if a score improves based upon the modification by 20% or less of the points, the LMS will automatically accept the improved scoring and appropriate ranking change, barring any glaring inconsistencies. If there is more than a 20% cumulative change in points in any given year, the project will receive a full review of the score by the Project Review and Ranking Technical Support Group.

B. **Responsible for Mitigation Actions:**

The implementation and completion of approved mitigation projects will be administered by the jurisdiction, agency, or organization that proposed the project. On an annual basis, the Escambia County Development Services Department, in coordination with the LMS Strategy Committee, will check the status of the mitigation initiatives to ensure that efforts have been made to complete any projects on the LMS project list. This approach is utilized as only the jurisdiction, agency, or organization that proposed the project has the authority or responsibility for implementation. During the plan implementation process, the LMS Strategy Committee monitors the status of projects, assigns priorities, and will take other action for support and coordination.

a) Cost-Benefit Analysis:

When a project is submitted to the LMS Strategy Committee, it must be accompanied by a cost-benefit analysis (CBA) for consideration. Projects not including a CBA will be returned to the proposer for completion of the appropriate information prior to resubmission. A copy of a form that has been accepted for documenting the CBA has been included in Appendix I of this plan behind the project lists. This form can be utilized by the proposer to document what the costs are associated with a proposed project and estimate the value that will be received as a benefit resulting from completion of the project. The cost benefit analysis results will be factored into the prioritization process to determine the project ranking.

b) Actions Completed:

Any project that has been funded and completed will be added to the Completed Project List regardless of the source of funding. The County maintains all project lists for Escambia County. The project list can change as funding, requirements, etc. change and/or are updated. For deleted projects, an explanation is included to document the action.

VII. IMPLEMENTATION

The LMS implementation strategy will identify projects and activities that will support the tasks identified in the Mitigation Goals and Objectives section to accomplish those goals and objectives. Those projects and initiatives identified will be activities that work to mitigate our community against the threat of potential natural and man-made disasters. They will be projects and activities that will provide a benefit to our citizens, their property, and our infrastructure.

Projects will be submitted to the LMS by eligible applicants, defined by the various grant programs or funding alternative sources that the LMS seeks to apply, for any particular project. The LMS project list is not a capital improvements supplemental funding stream. The process in which to get a project on the LMS project-ranking list is described in the following sections.

A. Project Review and Ranking

Through the Project Review and Ranking Technical Support Group (Appendix I-D), a set of prioritization procedures have been developed that to judge projects solely on their hazard mitigation merits. The procedures and criteria were originally developed based upon the criteria required in the HMGP and FMA programs and what the LMS Committee felt was important community priorities based on professional experience and expertise, along with the public input in the planning process.

In 2005 during the review of the HMGP grant applications, the LMS Group members began questioning the validity of the project ranking criteria. Following extensive discussion at the Project Review and Ranking TSG and LMS Board level a new project scoring criteria was created and approved on January 17, 2006. The approved project scoring criteria is provide in Appendix I-J, and explained here.

The scoring criteria takes into consideration a lot of different areas of local concern to include: environmental impact, historical impact, population impact, whether a project is in one of our mapped hazard areas, etc., and includes a benefit/cost analysis of the project. The benefit/cost analysis is a mathematical formula that weighs the long-term costs of a project against the long-term benefits of a project. A final project ranking worksheet can be found in Appendix I-M. All of the County jurisdictions have identified projects or action items, with the exception of the Town of Century, which is currently re-evaluating its mitigation needs, and will incorporate any projects or action items in the near future as appropriate.

To submit a project to be ranked and placed on the project list, an eligible sponsoring agency or organization must complete both, the project worksheet found in Appendix I-J and a Pre-Disaster Mitigation/Flood Mitigation Assistance/Severe Repetitive Loss/Repetitive Flood Claim (PDM/FMA/SRL/RFC) program e-grant application[72], or the application of the grant or supplemental funding source program that the project is targeting.

Each potential applicant will need to register with FEMA to complete applications if they are planning on submitting a Pre-Disaster Mitigation Grant Program of FMA project. This process may be coordinated through the Escambia County Development Services Bureau. The FEMA E-grants application will be the baseline application to be completed for all projects, unless there are

[72] https://www.fema.gov/mitigation-egrants-system-0

projects that will not be seeking PDM/FMA/SRL/RFC funds but some other funding source specifically for the project being proposed, such as the Shelter Retrofit Program; our shelters will be funded from specifically dedicated shelter retrofit dollars that no other LMS project will be eligible to receive which requires an application different from PDM/FMA/SRL/RFC. For those not seeking PDM or FMA funds, an alternative funding source program application will be required.

For those projects seeking funds from programs that require a benefit/cost analysis to be completed, the appropriate FEMA approved benefit/cost module, or equivalent, will also need to be completed and submitted to the LMS with the project application for consideration. Should the alternate funding source specifically being targeted not require a benefit/cost analysis, then the benefit/cost analysis will not be required. The PDM/FMA/SRL/RFC application, or approved equivalent application, and the LMS Project Proposal forms, along with an appropriate completed FEMA Benefit/cost Analysis mathematical formula will be submitted to the entire LMS group for questions, comments, and review for consistency with the LMS. The questions, answers, and comments will be taken to the LMS project ranking TSG, who will then review the project, its score, and the comments presented by the LMS group, and review the application material for completeness and accuracy of information.

The project will then be presented to the LMS Board for acceptance, approval, and placement on the prioritized project list. Projects can be submitted at any time and will be presented to the group at the next LMS meeting for the review process to begin. Some projects submitted to the LMS for review may be time sensitive where the next LMS meeting may be too far in the future to be able to gain LMS support for a project looking to submit an application to a grant program with a quick deadline. In that situation, e-mail will be used to solicit the entire LMS group for comment, questions, and then to the LMS Board for final approval. If the Board accepts the project and provides its support for the project, the decision will be ratified at the next LMS meeting allowing for public comment.

The project list will be constantly updated as projects are submitted and completed. The Development Services Bureau will have the responsibility of maintaining and updating the project list. The Project Ranking TSG will keep all the Escambia County LMS Mitigation Proposal Forms on file. The PDM/FMA/SRL/RFC applications will be returned to the sponsoring agency once a decision has been made on the acceptance or rejection of a particular project. The responsibility for submitting applications to the various alternative funding source programs will remain with the projects sponsoring agency and not the LMS. When any project applications have been submitted and/or approved by any funding programs whether Federal, State, or local, the sponsoring agency must notify the Chairperson of the LMS so historical project documentation can be maintained and any LMS supporting letters can be provided. The current LMS project list is found in Appendix I-M.

B. Funding for Projects Using the Project List

As grant opportunities become available, the LMS will solicit those sponsoring agencies with projects on the LMS to apply for those grant funds. The LMS will solicit all projects and sponsoring agencies that would typically be eligible for the particular funding source and the provide support to those projects in the order in which they are ranked on the LMS project list.

C. Who May Submit Projects for Consideration

Because the LMS group consists of both public and private organizations as well as the general public, consideration must be given to all projects that are consistent with the LMS goals and objectives, as well as, the funding sources we identify as potential opportunities. The LMS must also consider the changing and evolving philosophies of grant programs and other supplemental funding sources at the State and Federal levels, which now are requiring or providing additional points for projects that are included on the LMS project list.

Our specific requirements for applicants to the LMS will model applicant eligibility from 44 CFR 206.434, which defines eligible applicants as local governments, private non-profit organizations and institutions (501c's), Native American tribes and Alaskan Native villages. Any other organization or individual may recommend or suggest a mitigation project, but it must be sponsored and financially supported by one of the eligible organizations.

If a potential funding source requires a project to be on the LMS or can receive extra points, applicants other than the ones listed previously will be considered on a case-by-case basis. The sponsoring agency/applicant will be responsible for completing and submitting any applications for funding sources and will also need to consider the responsibility for any match requirements.

D. Project Administrative Overview

From the time of application, the individual and or the organization that submitted the project becomes responsible for the administration and management of the project. On a bi-monthly basis, during the scheduled LMS Board meetings, the applicant presents a project progress report to the LMS group all the way through completion.

E. Prioritization of Projects

Projects will be submitted to the LMS Strategy Committee for consideration and must include a cost-benefit analysis and a scoring form. Projects can be submitted to the group at any time and action will be taken at the next LMS Strategy Committee meeting. At any time, the LMS Strategy Committee may choose to review the project list and update the prioritization ranking. Environmental factors may dictate that some projects need to be considered due to current conditions that require a project to be moved up on the list for available funding. Other factors may lead to this review include declared disasters, funding availability, new or revised policy development, plan revision cycles, legal or fiscal restraints, and life safety priorities.

F. Mitigation Project Ranking Process

Escambia County and its municipalities, through the development of their LMS, have identified the need for the implementation of several hazard mitigation initiatives. Because the resources available for implementation of these mitigation initiatives are limited, it is vitally important that a priority is established for implementation of the mitigation initiatives. This prioritization will enable the participants in the strategy, as well as, outside agencies and the general public, to understand and justify which initiatives will be implemented first when resources become available.

A fundamental purpose in the prioritization of project initiatives is to allow the local decision-making to identify the mitigation projects or programs that are the most important to the community and should be implemented first. By establishing such priorities, applications to State and Federal

funding programs need not be competitive among County jurisdictions, but instead allow us to work collectively to determine which projects are more important to the community than others, and focus efforts on the higher ranked projects first.

In order to prioritize the identified mitigation initiative, the Escambia County LMS Group has developed a point-based system to judge the merits of a project and assign it a priority score. The Escambia County Mitigation Initiative Prioritization Worksheet is included In Appendix I-J.

a) Project Prioritization Criteria

There are thirteen categories by which individual mitigation initiatives are evaluated. Each category has an associated point schedule outlined for a total possible score of 125 points. In the event that more than one project receives the same priority score, there will be a "tie-breaker" defined to rank the projects. The "tie-breaker" will be applied at the time that the applications are actually being completed for possible funding. The project that can ensure that the required matching funds will be available will receive priority over a competing project that cannot guarantee matching funds.

The criteria by which the priority score is obtained can be found within the Project Prioritization Criteria documentation in Appendix I-J.

b) Deductions

To facilitate a proactive approach to mitigation and to not reward projects for ignoring mitigation up front with respect to new construction, new construction projects that do not take mitigation into consideration will receive point deductions based on their level of consideration. A date has been decided to be used to create a cut-off for structures that will either have the points negatively reflected or for structures that will be exempt from the point deduction. Any structure seeking to be placed on the LMS Project list and had completed construction before December 31, 1999 will not be subject to review under this criteria and will be subject to point reductions in this section.

- If a structure had construction completed on or after December 31, 1999, it will be subject to review and possible point reductions under this section as defined here:
- If construction of the structure has not yet been completed, mitigation techniques were fully considered in design and engineering, mitigation has been budgeted, and the mitigation will be implemented, regardless of the identification and receipt of supplemental funding, deduct 0 points.
- If construction of the structure has not yet been completed, mitigation techniques were fully considered and included in design and engineering, but the mitigation techniques were not budgeted for construction and would not be implemented without supplemental funding, deduct 15 points.
- If mitigation was not considered, not in design or engineering, not in the budget, and the structure not yet built, then deduct 30 points.
- If the structure has been completed on or after December 31, 1999, mitigation was never considered or budgeted in design, engineering, or construction, reduce points by half.

NOTE: It is important that the person(s) responsible for completing the prioritization worksheet should be prepared to explain all assumptions and show any pertinent supporting data to validate the priority score achieved. This documentation of data utilized can prevent any disputes as to the validity of the priority score obtained for each project.

The LMS project proposal form can be found in Appendix I-K.

c) Completed Projects

Regardless of how a mitigation project was funded, if it was submitted to the LMS and included on the LMS project list, we request that an LMS project closeout form be completed. It is a simple form that provides a brief summary of the project so that all projects that have been considered by the LMS are documented as potential success stories in our attempt to better prepare and mitigate our community. This form should be completed shortly after a project has been completed, turned into to the LMS secretary for record keeping, and then the project will be added to our LMS completed project list for historical documentation. The LMS project closeout form can be found in Appendix I-M.

d) Mitigation Project Ranking Process

1) FEMA Approved Benefit/Cost Modules

Should a project being submitted to the LMS for inclusion in the Project List have the intention of seeking funds from and of the various FEMA grant programs that require a FEMA Approved Benefit/Cost Module to be completed upon application submission to FEMA, then that Benefit/Cost Module and appropriate grant program application will also be required to be completed and submitted with the project application to the LMS for consideration. The FEMA B/C module results will not be used for the LMS ranking process, as all the projects will be consistently ranked locally based on the Benefit/Cost formula created by the LMS. The completion of the application and FEMA B/C analysis as required will be a requirement for all sponsored projects before the LMS will consider projects submitted to the LMS.

2) Incorporation of Mitigation Philosophies into Other Organizations, Policies, and Plans

- FEMA Region IV has taken the approach under 44 CFR 201.6(c)(4)(ii), to require that the LMS plan must include a description of the process by which local jurisdictions incorporate the requirements of the mitigation plan into other planning mechanisms such as a comprehensive or capital improvements plan, when appropriate. Escambia County's LMS plan is to bring our philosophies and recommendations to those already existing regulating boards and documents and to try and improve and incorporate those mitigation philosophies and recommendations into those already existing planning documents and development codes.
- As part of the planning process, the Planning TSG identifies current plans, programs, policies/ordinances, and studies/reports that augment or support mitigation planning efforts (Appendix I-E). The LMS Working Group will be the mechanism for ensuring that entities integrate hazard mitigation into its future planning activities. Presently, the LMS Plan is integrated into the Escambia County Comprehensive Emergency Management Plan (CEMP) and principals

incorporated into the Escambia County Comprehensive Plan (CP). The LMS Coordinator will continue to ensure that policies, programs and mitigation actions are consistent between the LMS Plan and the Escambia County CEMP, and CP. Further, all Escambia County jurisdictional entities that develop a separate CEMP are required to be consistent with the Escambia County CEMP.

- The CEMP identifies the LMS as the focal point for mitigation planning and decision making for Escambia County. It should be noted that most municipalities have indicated that the vulnerability assessment section of the LMS Plan has been incorporated into the Comprehensive Emergency Management Plan, and is also utilized in the same manor to help develop Continuity of Operations (COOP) Plans.
- Escambia County, the City of Pensacola, and the Town of Century utilize the LMS as a planning tool to help identify potentially vulnerable assets and to develop mitigation strategies to harden critical infrastructure and facilities. Additionally, Escambia County utilizes LMS data to support changes to the Escambia County Comprehensive Plan and Land Development Code (zoning and land use) to encourage development and facility siting outside of higher hazard areas as appropriate.
- Escambia County's LMS plan is to bring our philosophies and recommendations to those already existing regulating boards and documents and to try and improve and incorporate those mitigation philosophies and recommendations into those already existing planning documents and development codes.
- The LMS is and will continue to be an organized "awareness group" that provides suggestions, ideas, concepts, philosophies, principles, and recommendations to other regulating bodies, and to get those regulating bodies to "buy-in" to our LMS principles and make changes directly to the development regulations that better mitigate our community against natural disasters, rather than trying to make the LMS plan a requirement of those other regulating organizational documents. For example, if the LMS develops hazard maps, hazard study data, or any other valid scientific data that supports the need for change in our development codes and regulations, the LMS will present that information for consideration to the relevant regulating bodies in an attempt to incorporate the new data and philosophies into the already existing processes.
- The LMS will continue to be the lead with regard to mitigation issues and try to set the example for what we as a community should be doing to better prepare ourselves for future potential disaster scenarios. The LMS is not a regulating organization, should not become a regulating organization, nor do we wish to become one.

VIII. PLAN MAINTENANCE:

The LMS Strategy Committee will submit the LMS planning document(s) for re-certification and re-adoption to the various governing boards of all four jurisdictions represented in the LMS document after each FEMA review and conditional approval every five years. As long as the basic philosophies of the LMS remain unchanged, any information, priorities, processes, procedures, data or other plan

information that is added to update the LMS plan between the FEMA five-year review cycle, will automatically become part of the original or most recent jurisdictionally approved LMS plan for each adopting jurisdiction.

Escambia County is committed to involving the public directly in updating and maintaining the Multi-Hazard Mitigation Plan.

The Planning/Plan Review TSG is charged with the maintenance of the document, the scheduling of updates and the implementation of approved changes to the Plan as directed by the LMS Group. The TSG will brief the LMS Group annually, on the LMS Plan update status. Community citizens can easily access LMS activities and projects, as well as, meeting schedules by accessing the Escambia County website[73]. The LMS Plan, along with meeting minutes and agendas are available for review on the website through Page Links and Attachments.

A. **LMS Monitoring and Evaluation:**

Escambia County continues to maintain the Local Mitigation Strategy as a mechanism to guide mitigation actions that are being pursued in both the incorporated and unincorporated areas. The LMS Plan is housed in the Escambia County Development Services Department. One of the primary methods by which to maintain the plan is to track the status of the mitigation initiatives. The County has devised a database management system that tracks the projects as they are completed in the county to monitor progress. The Escambia County LMS Strategy Committee will make attempts to complete projects within five years (before the next plan update) as funding becomes available.

The LMS Strategy Committee will meet at least annually to discuss any projects or changes that might have occurred that would be addressed by the update. Meetings can and will be scheduled following after times of natural disaster events and other times as deemed appropriate by the LMS Strategy Committee Chair. Criteria used to evaluate the LMS Document and activities should include and are not limited the following situations:

- Change in requirements at any governmental level
- Changes in development trends and land use
- Completion of existing mitigation projects and introduction of new goals
- Changes in policy, procedure, or code
- Changes in building codes and practices
- Review of legislative actions that could affect funding of mitigation efforts
- Changes in Flood Insurance Rate Maps, National Flood Insurance Program, etc.

These meetings will be organized by the Escambia County Development Services Department. This meeting will result in the preparation of the Annual LMS Progress Report that will be submitted to the state and satisfy the annual CRS program requirement as well. Escambia County Development Services Department will maintain an up-to-date list of all active Strategy Committee members will be utilized as a distribution list for notification.

[73] https://myescambia.com/our-services/development-services/planning-zoning/local-mitigation-strategy

Since the last revision of the LMS there has not been any significant changes to development in Escambia County that would impact the hazards identified within this plan. As of this writing, there are no anticipated development changes or trends that would impact these hazards in the future. This of course is subject to change in the future and will be a topic to be considered at future LMS meetings.

At each LMS meeting, representatives will report on the current status of projects, and if a project's scope or details have changed. It may also be reported that the project has been cancelled all together, in which case the project will be removed from the mitigation initiative prioritization list with an explanation. All changes and activities as a result of the LMS meeting will be considered part of the overall evaluation process, which will be administered and documented by the Escambia County Development Services Department and become an official component of the LMS.

The LMS Strategy Committee will use the following criteria, among others, as a starting point for monitoring the overall LMS process:

- Goals and objectives address current and expected conditions
- The nature, magnitude and/or type of risks have changed
- The current resources are appropriate for implementing the plan
- There are implementation problems, such as technical, political or coordination issues with other agencies
- The outcomes have occurred as expected (demonstrating progress)
- The agencies and other partners participated as originally proposed

B. LMS Updates:

An important key of the planning process is to begin thinking about the steps to update the plan prior to the next review date, which is in 2020. Revisions to the plan should be well underway in 2019, with the Planning Committee providing drafts to state staff for preliminary comments ahead of time. This will ensure that the plan remains in active status and does not lapse for any period of time between plan review periods. Based on experience, it is easy to underestimate the time that it takes to complete the plan update.

In addition to the ongoing maintenance of the plan and LMS activities, the staff assigned to handle mitigation activities will be responsible for the Five-Year Update. The expectation is that continual review and refinements of the LMS Plan between plan updates will allow future updates to go smoothly. The update of the plan will take place by reading the document, identifying items to be fixed and utilizing a computer to make edits to the LMS document. This will occur as changes need to be made, instead of doing all of the changes at once for the five-year update. The Escambia County Development Services Department will continue to update the plan and be the responsible organization for this activity. This will be accomplished through continual review of the plan by LMS Strategy Committee and support staff, as well as input from the general public.

Notice of upcoming meetings will be posted for at least ten days prior to the date of the meeting and available by the following means:

- Escambia County LMS Website notice

- Email distribution list maintained by the Escambia County Development Services Department
- Notice published in local newspapers

Updates will be identified through the input of anyone with sound ideas to improve the plan from Escambia County staff, LMS Strategy Committee members and from the general public. Staff from the Development Services Department assigned LMS responsibilities will update the electronic version of LMS document. The LMS Strategy Committee will review the plan proposed to be submitted for the next update, guide changes as necessary and have final approval of the updated plan to be forwarded to state and federal counterparts for review and ultimate approval.

C. **Implementation through Existing Plans and Programs:**

While some jurisdictions have taken steps towards integrating mitigation actions into their plans, some have not explicitly addressed these matters within their documents. It is important that some or all of the goals and actions of this local mitigation strategy be incorporated into other plans so that they will have a greater chance of being accomplished. Integrating plans is accomplished by having groups invite each other to each other's meetings. Information sharing can ensure that the common elements are understood and documented within the various plans within Escambia County. Through upcoming meetings that will be taking place with jurisdictions to adopt the Escambia County LMS, integrating the LMS with their respective planning mechanisms will be discussed and encouraged to promote further continuity.

The municipalities utilize the approved LMS in connection with their own plans and procedures to further mitigation efforts working closely with the county to continue making all of Escambia County resilient to the hazards identified.

While the majority of the planning efforts are aimed at flooding mitigation it is recognized that all hazards should be considered when revising plans and policies especially concerning land use, floodplain management, stormwater, development, etc. The LMS is adopted by all municipalities in Escambia County and individual municipal and county-wide plans take mitigation efforts into consideration when making revisions.

Through upcoming meetings that will be taking place with jurisdictions to adopt the Escambia County LMS, further integration of the LMS with their respective planning mechanisms will be discussed and encouraged to promote further continuity. Staff from the various organizations responsible for these individual plans will continue communicating with each other to further the process of better integrating these plans and improving overall dialogue about mitigation.

IX. AUTHORITIES AND REFERENCES:

Code of Federal Regulations Title 44 201.6. *Local Mitigation Plans.* http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=44:1.0.1.4.53

FEMA (2011, Oct 1). *Local Mitigation Plan Review Guidance,* www.fema.gov: http://www.fema.gov/media-library-data/20130726-1809-25045-7498/plan_review_guide_final_9_30_11.pdf

Florida Administrative Code 27P-22. Hazard *Mitigation Grant Program, https://www.flrules.org/gateway/ChapterHome.asp?Chapter=27P-22*

Florida Statutes*. Chapter 252 Emergency Management. http://www.leg.state.fl.us/STATUTES/index.cfm?App_mode=Display_Index&Title_Request=XVII#TitleXVII*

FEMA. *The Stafford Act.* http://www.fema.gov/media-library-data/1383153669955-21f970b19e8eaa67087b7da9f4af706e/stafford_act_booklet_042213_508e.pdf

APPENDIX I: ATTACHED SUBAPPENDICES

Maps, graphs, charts, tables, diagrams, and other additional data that provide support for the information presented in the LMS Plan are located in attachment Appendices A thru S. The appendices are available for review by the public and maintained by the Development Services Department.

Table 20: List of Appendices

SUBAPPENDIX	CONTENT
A	44 CFR
B	LMS JURISDICTION ADOPTIONS
C	LMS ANNUAL INVITEE AND CONTACT LIST
D	TECHNICAL SUPPORT GROUPS (TSG)
E	MITIGATION PLANS
F	MAPS
G	VULNERABILITY ASSESMENTS
H	FUTURE LAND USE MAPS
I	MITIGATION SURVEY
J	APPLICATIONS AND FORMS
K	FLOOD WARNING PROGRAM
L	GOALS & OBJECTIVES
M	CURRENT AND COMPLETED PROJECT LISTS
N	REPETITIVE LOSS PROPERTIES
O	BLANK
P	FEMA CROSSWALK
Q	MEMBERSHIP
R	MEETING DOCUMENTATION
S	ARCHIVED DOCUMENTATION

APPENDIX I-F: MAP SUMMARY

The following maps and the data display the County hazards and potential losses, which shows the potential risk in Escambia County and re-enforces the need to protect County investments through mitigation and awareness.

Table 21: Map Index

MAP #	NAME
1	100 YR FLOOD PLAIN
2	PARCELS & 100 YR FLOODPLAIN
3	FIRE DPT & 100 YR FLOODPLAIN
4	FACILITIES_AND_100_YEAR_FLOODPLAIN
5	TOTAL_POPULATION_FLOODPLAIN
6	HURRICANE_STORM_SURGE
7	PARCELS_AND_HURRICANE_STORM_SURGE
8	FIRE_DEPT_AND_HURRICANE_STORM_SURGE
9	FACILITIES_AND_HURRICANE_STORM_SURGE
10	WINDZONES
11	FACILITIES_AND_WINDZONES
12	FIRE_DEPT_AND_WINDZONES
13	WETLANDS
14	PARCELS_AND_WETLANDS
15	FACILITIES_AND_WETLANDS
16	WILDLAND_FIRE
17	SCHOOLS_AND_WILDLAND_FIRE
18	FACILITIES_AND_WILDLAND_FIRE
19	SCHOOLS
20	SCHOOL_BOARD
21	BEACH_EROSION_LEVELS
22	DAMS_AND_LEVEES
23	REPETITIVE_LOSS_PROPERTIES
24	REPETITIVE_LOSS_PROPERTIES_MITIGATED
25	ESCAMBIA_CRA_OVERLAYS
26	TOTAL_POPULATION
27	REBUILD_NORTHWEST_FLORIDA
28	FIRE_DISTRICTS
29	COMMISSIONER_DISTRICTS
30	PLANNING_AREAS
31	EVACUATION_ROUTES
32	DRAINAGE_BASIN
33	EXISTING_LAND_USE
34	EVACUATION_ZONES
35	SPECIAL_FLOOD_HAZARD_AREAS

MAP #	NAME
36	HAZMAT_HAZARDOUS_AREAS
37	POPULATION_DENSITY
38	COUNTY_STUDY_AREAS
39	FIRE_HAZARD_AREAS
40	WINDZONE_DEBRIS_LINE

APPENDIX II: LMS STRATEGY COMMITTEE BY-LAWS AND MEMBERSHIP

A. PURPOSES OF THE STRATEGY COMMITTEE

The existence of the LMS is voluntarily required for our community under 44 CFR 201 & 206, and 44 CFR 78 to remain eligible to apply for the Hazard Mitigation Grant Program (HMGP), the Pre-Disaster Mitigation (PDM) Grant Program, the Flood Mitigation Assistance (FMA) Grant Program, Repetitive Flood Claims (RFC) Grant Program, and the Severe Repetitive Loss (SRL) Grant Program. So, even though communities do not have to develop mitigation plans, Escambia County and its jurisdictions have opted to voluntarily develop a FEMA approved plan.

Based on the Federal requirements for a variety of grant programs, the LMS exists for two reasons: 1) the LMS exists to meet the 44 CFR 201 & 206 requirements so as to remain eligible for mitigation grant funding opportunities, and 2) the LMS exists to promote and strengthen our communities' ability to prepare for and recover from natural and man-made disaster events.

B. MEMBERSHIP

Participation in the Escambia County LMS Strategy Committee is voluntary by all entities. Membership in the Strategy Committee is open to all jurisdictions, organizations and individuals supporting its purposes.

a) Membership in General

As previously stated, attendance and participation are encouraged by everyone in our community. However, since participation in the LMS is voluntary and optional, the LMS has decided upon minimal requirements to achieve the benefits of membership from the LMS Group. Additional benefits may be identified as the LMS evolves and grows.

To become a member, a membership form must be completed and returned to the Secretary (or administrative support) of the LMS Board, Appendix I-J. Once the membership form has been completed and returned to the Secretary, membership will be immediate.

The LMS Membership List will be maintained by the Secretary (or administrative support) of the LMS Board and will be available for review as needed or requested.

b) Maintenance of Standing

However, to continue to be a member active and in good standing with the LMS, attendance and participation must be maintained in at least 50% of the LMS meetings on an ongoing basis. This 50% rate includes any and all meetings the LMS has scheduled or decides to schedule as the circumstances dictate. Only those meetings specifically identified by the Board will not be counted toward the participation rate. Such meetings may be workshops, etc. Membership also requires that a person or organization be a participating member of at least one of the six TSG's of the LMS. The choice of TSG will be determined by the individual or organization, but the goal will be to try and evenly distribute the members between the TSG's.

Attendance and participation will also be required for the TSG meetings where 50% of the meetings must also be maintained on an ongoing basis from any scheduled or unscheduled TSG meeting to remain eligible as a member in good standing with the LMS, which will continue to allow a member to reap the benefits of membership.

c) Benefits of Membership

Members of the LMS will have the benefit of being able to sponsor an eligible mitigation project for inclusion and ranking in the LMS project list, allowing it to become eligible in various grant programs requiring LMS support. See the requirements for sponsoring a project in the project eligibility and submission sections of this plan.

Also, as a benefit of being a member in good standing, an organization's name and contact information will be posted in the LMS membership list on our website that is accessible to the general public. An organization's name only, will also be printed on LMS letterhead and any communications made by the LMS will carry the organization's name. Every effort will be made to include the organization's name as a member, as appropriate, in any outreach or educational effort made by the LMS. Continued marketing tools will be developed over time that will again help promote the LMS and the members. Inclusion of a business or organization's name as a member of the LMS does not constitute a recommendation or endorsement from the LMS for the services or products that the member business or organization provides to the public as a course of daily business.

Individuals not representing an organization, but merely themselves as a citizen of our community, may also become members if they wish. The LMS will make it standard practice to not publish the individual's name and address on the website, or to place their name on the LMS letterhead or other public outreach promotional efforts and tools, unless they specifically inform the LMS Board they wish that to occur. The LMS will make the initial effort not to make any personal information available using any of the LMS medias.

An additional benefit to members will be to promote their participation in trying to make a difference within the community in preparing and "reinforcing" our community against disaster. This ultimately is a partnership effort with everyone in the community for the benefit of everyone in the community.

Members may not use the LMS to promote their businesses or organizations without the written consent of the LMS Board. Businesses and organizations that are members of the LMS may promote their membership in the LMS Group and may promote/solicit interest in the LMS Group to increase membership and participation in the Group.

d) Recruitment of New Members

The Escambia County LMS plans to continue holding quarterly meetings and will continue to coordinate and encourage private, public, and non-profit interest and involvement. Efforts to expand the list of participating agencies and organizations include holding an informational workshop in order to provide new members and interested parties with materials regarding the LMS planning process and why their participation is important. Every effort will be made to offer a wide-variety of businesses and organizations the opportunity to participate in the planning process.

C. LMS Group Funding and Budget

The LMS is an un-funded group that has no budget and no money to operate. The organization is purely voluntary and any tasks, action items, or efforts that require funding will be paid by donation or in-kind from our members or participants or any grants that may be acquired for such purpose. The projects typically are either funded through the normal general revenue process of the sponsoring agency or supplemental grant program funds, which may be identified and applications submitted for consideration. Specific processes for identifying projects on the project priority list will be described later in this document.

D. Conflict Resolution Procedures

The following procedures provide a formal process for the resolution of potential conflicts that may arise between governmental entities during and after the update of the LMS.

- The Escambia County Local Mitigation Steering Group will follow the guidelines contained in the Intergovernmental Coordination Element of Escambia County's Comprehensive Plan before including any Local Hazard Mitigation initiatives in the final LMS. This includes contracting and coordinating mitigation strategies with agencies within the county, adjacent local governments and any regional, state and/or Federal agencies that are likely to be affected by the initiative or having jurisdiction and/or permit authority over the initiative.
- Should a conflict arise during the coordination of mitigation strategies (as discussed above) that cannot be resolved through continued coordination and discussion, the LMS group will request use of the West Florida Regional Dispute Resolution process.
- This agreement will in no way limit the right of the County or any city therein to undertake any legal action necessary to protect its interests or citizens.

E. LMS Organization

It was decided by the LMS Group that there needed to be a more formal decision-making procedure in place, so that as the LMS grew and more people from other organizations and the community became interested and involved, a process would be in place to make what would hopefully be informed and equitable decisions. This decision-making process includes public comment and suggestions, and support from the LMS Group.

Having discussed the goals and activities of the LMS with County legal staff, it was determined that the LMS Board would be an organization that falls under the Florida Sunshine Law. In July 2007, the LMS Board adopted a new policy "To fulfill its responsibilities to the LMS Group, board members shall serve on a least one technical support group"; County legal staff reviewed the new policy and determined that the TSG meetings would now fall under the Florida Sunshine Law. As such, all LMS Meetings would be required to be publicized, meeting minutes and agendas would be appropriately available, and the meetings are open to the public.

The LMS Group will have a basic organizational structure. There will be five[74] Board Members; three of those will be officers as listed below; and three[75] TSG chair positions. The Board members have the authority to vote on the issues presented to the LMS and direct the activities and actions of the LMS TSG's. A quorum of three Board members will be required to make decisions and policy, with a majority vote of the quorum being the final decision of the Board. The TSG's will support the LMS Board as support staff in carrying out the tasks assigned in implementing the goals, objectives, and tasks of the LMS.

F. LMS Board

a) BOARD ELECTIONS

LMS Board elections will be held each January. On March 14, 2006 the LMS Board unanimously approved a new policy to stagger their elections from year to year, in order to keep continuity on the board by having some of the board members remain with the knowledge of on-going business and can keep the process moving forward with the addition of the new board members. In January 2011, the LMS Board revised the Board elections policy to reflect the change to a 5-member board.

Each position on the board was assigned a number: Chair- 1, Vice-Chair- 2, Secretary – 3, Board Member – 4, Board Member – 5. Elections will occur on even years for the even numbered positions and odd years for the odd numbered positions.

b) BOARD MEMBERSHIP

There is no limitation as to which LMS members may hold the elected positions of the LMS Board or the TSG's. Any person interested and willing to participate may hold any one of the positions if nominated and elected by majority vote of the LMS members or TSG membership, as appropriate. The requirement of holding an elected position is:

- Be present at each of the LMS group meetings and any respective TSG meeting that they may chair,
- Be a member of at least one TSG,
- Participate in the process of the LMS and the TSG(s) as appropriate, take responsibility in accomplishing the goals and tasks of the LMS and the tasks assigned to the TSG's they may be responsible for as a TSG chairperson or as a regular LMS Group member, as appropriate.

  The elected positions of the Board and TSG Chairpersons are identified in Appendix I-D.

G. Responsibilities

LMS Board members should avoid communications with other Board members while accomplishing activities and tasks of the LMS with other Board members that may be considered violations of the Sunshine Law.

[74] The number of Board Members was changed to five members in October 2010, with a quorum of three present.
[75] The TSG members was set to three in October 2015.

The responsibilities of each Board and TSG position are described in the sections that follow:

a) CHAIRPERSON

The Chairperson will facilitate each general LMS meeting and conduct business with the general "Robert's Rules" for meetings. Decisions cannot be made without a quorum, but meetings and discussion can be held without a quorum. The chairperson is responsible for all the activities of the LMS and will be the spokesperson representing the LMS. The Chairperson or designee must sign all communications from the LMS. The chairperson is responsible, with the support of the entire LMS to implement the goals, objectives, and tasks as outlined in this plan.

b) VICE-CHAIRPERSON

The Vice-Chairperson will act as the secondary facilitator of the LMS supporting the Chairperson and all the actions of the LMS. The Vice-Chairperson is responsible, with the support of the entire LMS to implement the goals, objectives, and tasks as outlined in this plan.

c) SECRETARY

The Secretary may be responsible, with administrative support, for all LMS Group meeting agendas, sign-in sheets, meeting minutes, public notices, and the record keeping and archiving of such documentation that will be housed in the Development Services Department. This position will also be responsible for any written communications to and from the LMS. The secretary will act as the third in-line facilitator of the LMS supporting the Chairperson and Vice- Chairperson and all the actions of the LMS.

d) TECHNICAL SUPPORT GROUPS (TSG)

The general responsibilities of the TSG Chairpersons and the members will be to enhance the participation and membership of the LMS organization, to help mitigate our community against natural and man-made disasters, and to implement the goals, objectives, and tasks as outlined in this plan.

TSG's are not limited to just their primary tasks. Other tasks may be assigned at the discretion of the LMS Board. The TSG's are encouraged to support the efforts of other TSG's with comments, suggestions, staffing needs, and resources as allowed by the Sunshine Law. It is the common goal of each TSG to holistically accomplish all the goals and objectives of the LMS Group regardless of their primary tasks. Tasks may fall outside the primary vision and tasks identified below.

There is no limit as to the number of members on any one TSG, but the LMS recommends that participation on TSG's be distributed as equally as possible throughout all of the TSG's. No one person may hold more than one Board position, but may chair more than one TSG. Any one organization may have multiple people elected on the Board.

1) PROJECT REVIEW AND RANKING TSG

- Review all project submissions from any organization seeking to have a project ranked on the LMS project list.

- Review the projects for eligibility and completeness of information on the project submittal forms,
- Refer the projects to the LMS Board for acceptance, approval, and ranking on the LMS Project List.

2) HAZARD ASSESSMENT TSG

- LMS document hazard identification,
- Vulnerability assessment,
- Development trends,
- Regulation assessment,
- Study data and information,
- Future land use analysis based upon the identified risks.

Note: All decisions to incorporate new or updated information will be at the discretion of the LMS Board.

3) PLANNING/PLAN REVIEW TSG

- Review the updates of the plan
- Coordinate future plan reviews and updates as directed by the LMS Board, this planning document, or as the federal or State requirements dictate, such as, but not limited to, 44 CFR 201 & 206.

4) PUBLIC AWARENESS TSG

- Provide Public Awareness strategies and recommendations to the LMS Board
- Carry out any public awareness campaigns
- Perform tasks to promote the LMS and the activities it implements to achieve the goals and objectives of the LMS through existing or newly developed medias or means.

5) Authorized County Point of Contact

Because the LMS is a County and municipality supported effort, the County Public Information Officer (PIO) will be utilized not only as a function of the Public Awareness TSG, but also tasked directly as a County Office to utilize their expertise to provide their services when coming into contact with media soliciting comments and information. They will also provide expertise and technical assistance with providing LMS related information to the media and general public. The County PIO will be the coordinator of those activities and may refer questions to the LMS Board members or to any other office that may be appropriate depending on the request for information.

H. **Actions by the LMS Committee Section**

a) Meetings, Voting, and Quorum

The LMS Board meetings will be held at a minimum on a calendar quarterly basis. Additional Board meetings may be scheduled at the discretion of the Board, and any additionally scheduled meetings will be included into the definition of “participation” as defined below.

The LMS Board meetings will follow the basic “Roberts’ Rules of Order” for public meetings.

TSG’s are not required to meet on a regularly scheduled basis, but should schedule meetings, as necessary to accomplish assigned tasks at the direction of the LMS Board. If the TSG wishes to have additional meetings outside of the need for the completion of tasks, they may set the schedule at their discretion.

TSG’s are encouraged to reach beyond their TSG members for the implementation of tasks to utilize skills, expertise, and assets from any participant or attendee of the LMS, or even beyond the LMS to any public, private, or non-profit agency or organization that is willing to assist in accomplishing the tasks at hand.

TSG meetings fall under the Sunshine Law requirements and are publicly advertised, each TSG will be required to maintain attendance/ participation records utilizing a sign-in sheet. Each TSG will develop meeting agendas and minutes for archiving. Should a TSG keep this documentation, they may be submitted to the LMS Board Secretary for proper documentation archiving.

b) Public Notice

Every Board meeting, at a minimum, will be publicly advertised within the standards of County advertisement for all other County Public Meetings. The LMS Board Secretary, with administrative support, will be responsible to create and submit those public notices. Creating and maintaining attendance records, agendas, and Board minutes for each meeting will be the responsibility of the Secretary, with administrative support. The Secretary, with administrative support, will also be responsible for electronically archiving the information, which will be maintained by Escambia County.

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: *Escambia County LMS Plan 2020*

Date: 7/21/20

Date requested back by: on stand-by

Requested by: J C Lemos

Phone Number: 595-3467

(LEGAL USE ONLY)

Legal Review by Kim M. Johnson

✓ Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

Resolution Number R2020-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ADOPTING THE 2020 LOCAL MITIGATION STRATEGY MULTI-JURISDICTIONAL PLAN; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS Escambia County is subject to various natural and man-made hazards such as tropical storms, hurricanes, tornados, floods, fires, and chemical spills; and

WHEREAS the Board of County Commissioners recognizes that these disasters do not distinguish city, county or special district boundaries; and

WHEREAS the Federal Disaster Mitigation Act of 2000 requires all cities, counties and special districts to have and adopt a Local Hazard Mitigation Plan to receive disaster mitigation funding from FEMA; and

WHEREAS the Board of County Commissioners seeks to maintain and enhance both a disaster-resistant County and region by reducing the potential loss of life, property damage, and environmental degradation from natural disasters, while accelerating economic recovery from those disasters; and

WHEREAS the Board of County Commissioners are committed to increasing the disaster resistance of the infrastructure, health, housing, economy, government services, education, environment, and land use systems in the County.

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

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

Section 2. That the Board of County Commissioners hereby adopts the 2020 Escambia County Group Multi-Jurisdictional Plan as a document to identify and implement hazard mitigation initiatives to reduce the county's susceptibility to multiple hazards.

INTENTIONALLY LEFT BLANK

Section 3. That this resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Adopted this __ day of _____ 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY: _____
Steven Barry, Chairman

Attest:

PAM CHILDERS
Clerk of the Circuit Court

By:_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By Kia M. Johnson
Title Assistant County Attorney
Date 7-24-2020

(SEAL)

DRAFT

Re: LMS PLAN 2020
BCC: TBD

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18683 **Growth Management Report 10. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 10/01/2020
Issue: Schedule of Public Hearings
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

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

November 5, 2020

A. 5:45 p.m. - A Public Hearing to amend the Official Zoning map to include the following rezoning case to be heard by the Planning Board on October 6, 2020.

Case No.:	**Z-2020-07**
Address:	900 Blk Dog Track Road
Property Reference No.:	25-2S-31-1302-000-001 and 25-2S-31-2402-000-000
From:	MDR, Medium Density Residential district (10 du/acre)
To:	HDMU, High Density Mixed-use district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban & MU-S, Mixed-Use Suburban
Commissioner District:	1
Requested by:	Joe A. Rector, Jr., Mullins LLC, Agent for Bellview Development Company, Inc. / Linda O'Neill, Owner

B. 5:46 p.m. - A Public Hearing Opting Out of the Sector Plan and Assigning a Future Land Use Category - 1400 Hwy 29- OSP-2020-01 (first of two public hearings)

Summary: The applicant is requesting to remove a parcel from the adopted Escambia County Mid-West Sector Plan, Muscogee Detailed Specific Area Plan; the applicant is also requesting that a Future Land Use category of Mixed-Suburban be assigned to the parcel.

C. 5:47 p.m. - A Public Hearing Opting Out of the Sector Plan and Assigning a Future Land Use Category - 1000 Blk Pine Top Ln - OSP-2020-02 (first of two public hearings)

Summary: The applicant is requesting to remove a parcel from the adopted Escambia County Mid-West Sector Plan, Muscogee Detailed Specific Area Plan; the applicant is also requesting that a Future Land Use category of Mixed-Suburban be assigned to the parcel.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18297 **County Administrator's Report 10. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 10/01/2020
Issue: Memorandum of Understanding for the Portofino Master Homeowners Association, Inc., Relating to Landscape Maintenance on County Road 399
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Memorandum of Understanding Between Escambia County, Florida, and the Portofino Master Homeowners Association, Inc., Relating to Landscaping Maintenance on County Road 399 - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the Memorandum of Understanding between Escambia County, Florida, and the Portofino Master Homeowners Association, Inc., relating to landscaping maintenance on County Road 399:

A. Approve the Memorandum of Understanding between Escambia County, Florida, and the Portofino Master Homeowners Association, Inc., relating to landscaping maintenance on County Road 399; and

B. Authorize the Chairman or Vice Chairman to execute the documents and any subsequent document(s) required for implementation of the project.

This project is located in Commission District 4.

BACKGROUND:

In November 2016, Escambia County completed the Portofino Traffic Calming Project located on County Road (CR) 399 (Via DeLuna Drive) on Pensacola Beach. The Portofino Traffic Calming Landscaping Project will be the final phase in completing the work in the project area.

Escambia County will oversee the solicitation, procurement, and installation of materials and plants associated with the landscaping design. Once the project is complete, the Portofino Master Homeowners Association will take over the maintenance and sustainment of the landscaping.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Memorandum of Understanding has been reviewed and signed off on by the County Attorney's Office.

PERSONNEL:

No additional personnel will be required for this Recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires Board approval of all Agreements.

IMPLEMENTATION/COORDINATION:

Upon Board approval and execution, the Memorandum of Understanding will be returned to the Portofino Master Homeowners Association for final execution and recording.

Attachments

MOU

MEMORANDUM OF UNDERSTANDING BETWEEN ESCAMBIA COUNTY, FLORIDA AND THE PORTOFINO MASTER HOMEOWNERS ASSOCIATION, INC. RELATING TO LANDSCAPE MAINTENANCE ON COUNTY ROAD 399

THIS AGREEMENT is made by and between Escambia County, a political subdivision of the State of Florida (hereinafter the "County"), with administrative offices located at 221 Palafox Place, Suite 420, Pensacola, Florida 32502, and the Portofino Master Homeowners Association, Inc. (hereinafter the "HOA"), with a principal address of 10 Portofino Drive, Pensacola Beach, Florida 32561.

WITNESSETH:

WHEREAS, the Portofino Condominiums are located along a portion of County Road 399 on Pensacola Beach, Florida; and

WHEREAS, the HOA has agreed to maintain the landscaping along a portion of County Road 399 more particularly described in **Exhibit A**, attached hereto and incorporated herein; and

WHEREAS, the County has determined it is in the best interest of the citizens to enter into this Agreement setting forth the terms whereby the HOA will maintain the landscaping along a portion of County Road 399.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the HOA and the County agree as follows:

Section 1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

Section 2. Responsibilities of the Parties.

2.1 Following the installation of the landscaping depicted in **Exhibit A**, the HOA shall provide Landscape Maintenance for that portion of County Road 399 depicted in **Exhibit A** at no cost to the County. Installation of landscaping depicted in **Exhibit A** by the County shall also include installation of an irrigation system capable of providing sufficient water to that landscaping, connection of the irrigation system to the HOA's existing irrigation system, and a one-year warranty of all vegetation installed. The County will provide notice to the HOA not less than ten (10) business days before the completion of the installation project. For the purpose of this Agreement, "*Landscape Maintenance*" shall mean the routine upkeep of the irrigation system and all vegetation, including, but not limited to, mowing, trimming, edging, mulching, fertilizing, planting, and watering of grass, shrubs, trees, flowers, and other plants within the rights-of-way. The term Landscape Maintenance shall not include the maintenance or repair of any portion of the paved roadway, curbs, gutters, or sidewalks within the rights-of-way unless such maintenance or repair is necessitated by, resulting from, arising out of or occurring in connection with the HOA's performance of this Agreement. The HOA shall immediately notify the County of any required roadway maintenance or repair.

2.2 The HOA may subcontract the performance of the Landscape Maintenance duties under this Agreement. The HOA shall provide the County with a copy of all fully executed subcontracts. Regardless of any subcontract, the HOA will remain responsible for all work performed under this Agreement and will be responsible for payment of all monies due under any subcontract. It is

understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred by HOA under a subcontract and that the HOA shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

2.3 During the term of this Agreement, the HOA or, if applicable, any subcontractor performing said Landscape Maintenance on its behalf shall be required to maintain the following insurance coverage:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles; and

(c) Florida statutory Workers' Compensation.

All liability coverage shall be through carriers admitted to conduct business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The policy shall be endorsed to provide at least thirty (30) days advance notice of cancellation, nonrenewal, or adverse change. Escambia County shall be endorsed as an additional insured on the Commercial General Liability and Business Automobile Liability policies, and the certificate shall reflect the additional insured status of Escambia County. The County shall also be the certificate holder.

Section 3. Miscellaneous Provisions.

3.1 Effective Date; Termination. This Agreement shall become effective upon the date last executed and remain in full force and effect unless earlier terminated as provided herein. The HOA may terminate this agreement upon providing at least thirty (30) days' prior written notice of such request to the County. The County reserves the right to immediately terminate this Agreement at any time with or without cause upon providing written notice to the HOA.

3.2 Indemnification. The HOA shall indemnify and hold harmless Escambia County and its agents, officers, and employees from any and all claims, suits, actions, damages, liability and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss or use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the HOA's performance of this Agreement. The parties understand and agree that such indemnification by the HOA 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 HOA's obligation shall be limited to the extent of the policy limits set forth in section 2.3 above.

3.3 Liability. The County, its officers, officials, employees, and agents, shall not be deemed to assume any liability for the acts, omission or negligence of the other party to this Agreement. Nothing in this Agreement shall extend the liability of the County beyond the limits established in §768.28, Florida Statutes, or serve as a waiver of sovereign immunity by the County, and nothing herein shall be construed as consent by the County to be sued by third parties in any matter arising out of this Agreement.

3.4 Relationship of the Parties. Nothing contained in this Agreement shall be construed by the parties or by any third party as making the HOA an employee or agent of the County or as creating the relationship of a partnership or joint venture between the HOA and the County.

3.5 Public Records. The parties acknowledge that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The HOA 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 HOA 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 HOA 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 HOA 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 HOA seven days written notice, during which period the HOA still fails to allow access to such documents, terminate the contract.

IF THE HOA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HOA'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

3.6 Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

3.7 Headings. Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

3.8 Survival. All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

3.9 Interpretation.

(a) For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

(b) References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

3.10 Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

3.11 Further Documents. The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

3.12 Notices. All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

HOA	County
President	County Administrator
Robert L. Rinke	Escambia County
10 Portofino Drive	221 Palafox Place
Pensacola Beach, FL 32561	Pensacola, FL 32502

3.13 Amendments. No modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

3.14 Governing Law. This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the state courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

3.15 No Waiver. The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: Steven Barry, Chairman

Date: _____

_____
Deputy Clerk

Approved as to form and legal sufficiency.

BCC Approved: _____

By/Title: Kristin D. Hual, SACA

Date: 09-09-2020

PORTOFINO MASTER HOMEOWNERS ASSOCIATION, INC.

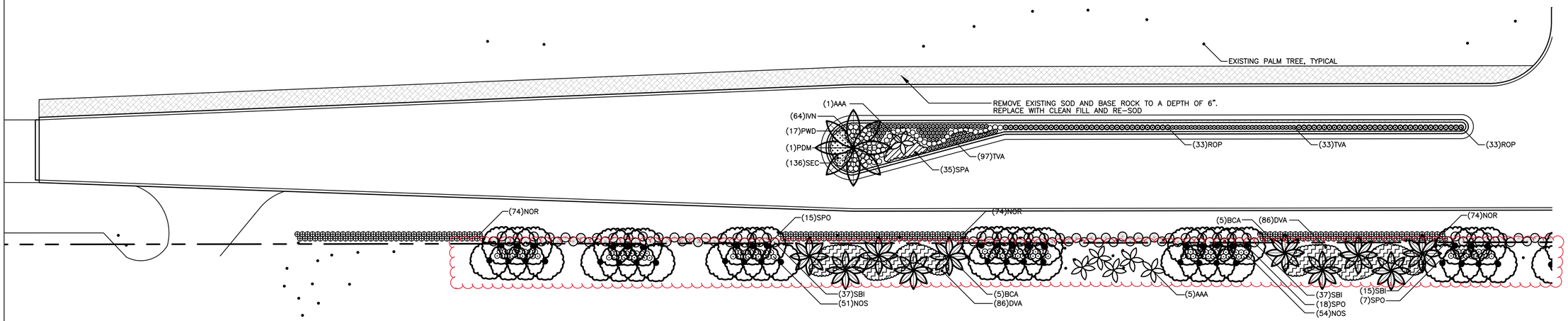
_____
By: Robert L. Rinke, President

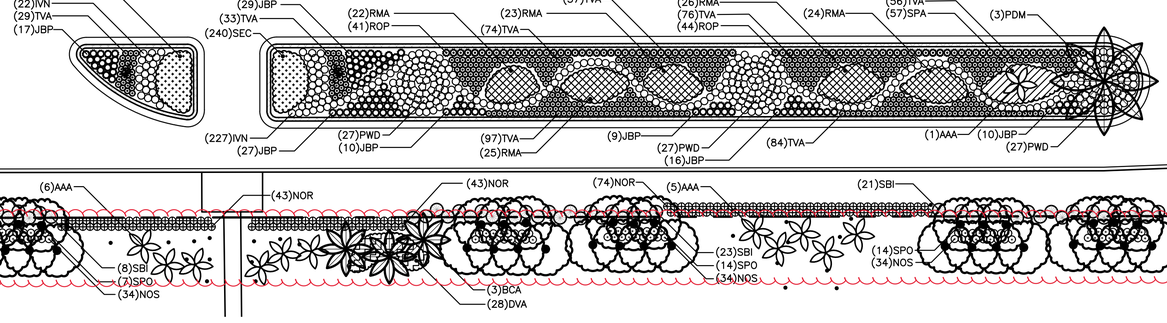
_____
Corporate Secretary

Date: _____

EXHIBIT A

NOT ADA COMPLIANT





LANDSCAPE LEGEND

GROUNDCOVER

10,000± S.F. INCLUDING 10% FOR WASTE
BERMUDA 419 SOD
CYANODON DACTYLON 'TUFF 419'

616 SEASONAL COLOR
SEC 4" POTS 10" O.C.

92 PURPLE QUEEN
SPA SETCREASEA PALLIDA
1 GAL. 2' O.C.

120 CORAL DRIFT ROSES
RMA ROSA 'MEIDRIFORA'
3 GAL. 30" O.C.

200 WHITE AFRICAN IRIS
DVA DIETES VEGETATA
1 GAL. 30" O.C.

636 SOCIETY GARLIC
TVA TULBAGHIA VIOLACEA
1 GAL. 18" O.C.

118 'BLUE PACIFIC' SHORE JUNIPER
JBP JUNIPERUS CONFERTA 'BLUE PACIFIC'
1 GAL. 24" O.C.

104 DWARF PITTOSPORUM
PWD PITOSPORUM TOBIRA 'WHEELERS DWARF'
3 GAL. 24" O.C.

313 DWARF YAUPON HOLLY
IVN ILEX VOMITORIA 'NANA'
3 GAL. 24" O.C.

151 PROSTRATE ROSEMARY
ROP ROSMARINUS OFFICINALIS 'PROSTRATUS'
1 GAL. 24" O.C.

207 SALMON OLEANDER
NOS NERIUM OLEANDER 'HAWAII, HARDY PINK, OR PETITE SALMON'
1 GAL. 24" O.C.

382 WHITE OLEANDER
NOR NERIUM OLEANDER 'SISTER AGNES'
1 GAL. 24" O.C.

139 SAND CORDGRASS
SBI SPARTINA BAKERII
1 GAL 42" O.C.

18 CENTURY PLANT
AAA AGAVE AMERICANA
3' HEIGHT AND SPREAD

81 CABBAGE PALM
SPO SABAL PALMETTO
10-14' HEIGHT STAGGERED

13 PINDO PALM
BCA BUTIA CAPITATA
1-2' CLEAR TRUNK

2 'MEDJOOL' DATE PALM
PDM PHEONIX DACTYLIFERA 'MEDJOOL'
12' CLEAR TRUNK FLORIDA FANCY

LANDSCAPE NOTES:
1. ALL PLANT MATERIAL FLORIDA #1 OR BETTER.
2. FERTILIZE ALL PLANTINGS WITH OSMOCOTE OR OTHER APPROVED SLOW RELEASE FERTILIZER AT MANUFACTURER'S RECOMMENDED RATE BEFORE MULCHING.
3. DECREASE PLANT SPACING AS REQUIRED TO ALLOW PLACEMENT OF THE DESIGNATED NUMBER OF PLANTS PER GROUPING.
4. APPLY CASARON OR OTHER APPROVED PRE-EMERGENT HERBICIDE TO ALL PLANTING AREAS BEFORE MULCHING.
5. MULCH ALL PLANTING AREAS IN THE MEDIAN WITH TERRA-COTA COLORED CRUSHED BRICK MULCH. DO NOT MULCH PLANTINGS ON THE SOUTH SIDE OF THE ROADWAY.
6. SOD AREAS SHOWN.
7. AUTOMATIC IRRIGATION SYSTEM TO PROVIDE 100% COVERAGE OF ALL LANDSCAPE AREAS.
8. PROVIDE BACKFLOW PREVENTION PER CITY REQUIREMENTS.
9. PROVIDE RAIN SHUT OFF DEVICE PER FL. STATE LAW.

GRAPHIC SCALE

0 10 20 40 60 80

SCALE IN FEET

SOURCE DATA FOR SITE PLAN PROVIDED BY BASKERVILLE-DONOVAN, INC.

17033 PORTOFINO

-

PORTOFINO MEDIANS

SANTA ROSA ISLAND
FLORIDA

DATE	ISSUE/REVISION
04/10/17	CLIENT REVIEW
04/25/17	CLIENT COMMENTS
05/03/17	BID SET

REGISTERED LANDSCAPE ARCHITECT
D. TODD MOORE
LA#0001659
STATE OF FLORIDA

LANDSCAPE PLAN
SHEET NUMBER

LP1

ONE OF ONE

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18546 **County Administrator's Report 10. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/01/2020
Issue: Cyber Enterprise Risk Management Insurance
From: Mark Bartlett, Risk Manager
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning CHUBB Cyber Enterprise Risk Management Insurance, Mark Bartlett, Risk Manager - Jana Still, Human Resources Department Director

That the Board approve the payment to USI Insurance Services, LLC, in the amount of $32,405, for Cyber Enterprise Risk Management Insurance written through Chubb Group of Insurance Companies (ACE American Insurance Company) for the period of October 1, 2020, through September 30, 2021, with a $50,000 deductible.

Vendor	Funding	Amount
USI Insurance Services, LLC Cyber Enterprise Risk Management Insurance	Fund 501, Internal Service Fund, Cost Center 140835, Object Code 54501	$32,405

[Funding: Fund 501, Internal Service, Cost Center 140835, Object Code 54501]

BACKGROUND:

Exposure to loss from network intrusion is a significant financial risk for Escambia County. Cyber extortion is an increasing threat that can be mitigated by adequate coverage such as that offered in the recommended policy.

BUDGETARY IMPACT:

Funds are available in Cost Center 140835, Object Code 54501.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Risk Management will be the contract administrator.

POLICY/REQUIREMENT FOR BOARD ACTION:

County Ordinance, Chapter 46, Article II, Section 46-64, providing for Board approval of Contracts of $50,000.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Purchase Orders will be issued by the Purchasing Office to provide payment for services rendered from the Contract.

Attachments

Cyber Quote

Chubb Cyber Enterprise Risk Management Policy Quotation

CHUBB

Contact Information

To: Greg Lee	Phone: 4704289745
Producer: USI INSURANCE SERVICES LLC	Email Address: Greg.Lee@usi.com
From: Mattherw Reb	Date: 07-29-2020
Issuing Company: ACE American Insurance Company	Phone: 6787954487
	Email: Matthew.Reb@chubb.com

Account Information

Applicant Name:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Applicant Address:	221 Palafox Pl Ste 200 Pensacola,FL, 32502-5835
Type of submission:	Renewal
Line of Coverage:	Chubb Cyber Enterprise Risk Management Policy
Policy Form:	PF-48169 (02/19)
Policy Period:	10-01-2020 To 10-01-2021

Cover Letter

Dear Greg,

I am pleased to offer the attached indication for ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS. The commission payable for placement of this business is 0%.

Thank you for considering Chubb as your market of choice. We look forward to working with you. Should you have any questions, please do not hesitate to contact me.

Sincerely,
Mattherw Reb

Chubb Cyber Enterprise Risk Management Policy — Option: 1

Maximum Single Limit of Insurance	**$5,000,000**	**Annual Premium**	**$32,405**
Maximum Policy Aggregate Limit of Insurance	**$5,000,000**	**Surcharges/Assessments/Taxes**	**$0.00**
		Policy Period Premium	**$32,405.00**

Optional Extended Reporting Period: 12 months for 100% of last annual premium

First Party Insuring Agreements

Check if Included	Insuring Agreement	Limit of Insurance Each Incident/Aggregate	Retention/Waiting Period Each Incident	Cyber Incident Response Coach Retention
☒	Cyber Incident Response Fund			
	Cyber Incident Response Team	$5,000,000/$5,000,000	$50,000	$0
	Non-Panel Response Provider	$1,000,000/$1,000,000	$50,000	$50,000
☒	Business Interruption Loss and Extra Expense	$5,000,000/$5,000,000	$50,000/8 Hours	N/A
☒	Contingent Business Interruption Loss and Extra Expense			
	Unscheduled Providers	$2,500,000/$2,500,000	$50,000/8 Hours	N/A
	Scheduled Providers	N/A	N/A	N/A
☒	Digital Data Recovery	$5,000,000/$5,000,000	$50,000	N/A
☒	Network Extortion	$5,000,000/$5,000,000	$50,000	N/A

Third Party Liability Insuring Agreements

Check if Included	Insuring Agreement	Limit of Insurance Each Claim/Aggregate	Retention Each Claim	Retroactive Date	Pending or Prior Proceedings Date
☒	Cyber Privacy, Network and Security Liability	$5,000,000/$5,000,000	$50,000	10-01-2016	10-01-2016
	Payment Card Loss	$1,000,000/$1,000,000	$50,000	10-01-2016	10-01-2016
	Regulatory Proceedings	$5,000,000/$5,000,000	$50,000	10-01-2016	10-01-2016
☒	Electronic, Social, and Printed Media Liability	$5,000,000/$5,000,000	$50,000	10-01-2016	10-01-2016

Cyber Crime Insuring Agreements

Check if Included	Insuring Agreement	Limit of Insurance Each Incident/Aggregate	Retention/Waiting Period Each Incident
☒	Computer Fraud	$150,000/$150,000	$50,000
☒	Funds Transfer Fraud	$150,000/$150,000	$50,000
☒	Social Engineering Fraud	$150,000/$150,000	$50,000

Chubb Cyber Enterprise Risk Management Policy — Option: 2

Maximum Single Limit of Insurance	**$5,000,000**	**Premium**	**$29,944**
Maximum Policy Aggregate Limit of Insurance	**$5,000,000**	**Surcharges/Assessments/Taxes**	**$0.00**
		Policy Period Premium	**$29,944.00**

Optional Extended Reporting Period: 12 months for 100% of last annual premium

First Party Insuring Agreements

Check if Included	Insuring Agreement	Limit of Insurance Each Incident/Aggregate	Retention/Waiting Period Each Incident	Cyber Incident Response Coach Retention
☒	Cyber Incident Response Fund			
	Cyber Incident Response Team	$5,000,000/$5,000,000	$75,000	$0
	Non-Panel Response Provider	$1,000,000/$1,000,000	$75,000	$75,000
☒	Business Interruption Loss and Extra Expense	$5,000,000/$5,000,000	$75,000/8 Hours	N/A
☒	Contingent Business Interruption Loss and Extra Expense			
	Unscheduled Providers	$2,500,000/$2,500,000	$75,000/8 Hours	N/A
	Scheduled Providers	N/A	N/A	N/A
☒	Digital Data Recovery	$5,000,000/$5,000,000	$75,000	N/A
☒	Network Extortion	$5,000,000/$5,000,000	$75,000	N/A

Third Party Liability Insuring Agreements

Check if Included	Insuring Agreement	Limit of Insurance Each Claim/Aggregate	Retention Each Claim	Retroactive Date	Pending or Prior Proceedings Date
☒	Cyber Privacy, Network and Security Liability	$5,000,000/$5,000,000	$75,000	10-01-2016	10-01-2016
	Payment Card Loss	$1,000,000/$1,000,000	$75,000	10-01-2016	10-01-2016
	Regulatory Proceedings	$5,000,000/$5,000,000	$75,000	10-01-2016	10-01-2016
☒	Electronic, Social, and Printed Media Liability	$5,000,000/$5,000,000	$75,000	10-01-2016	10-01-2016

Cyber Crime Insuring Agreements

Check if Included	Insuring Agreement	Limit of Insurance Each Incident/Aggregate	Retention/Waiting Period Each Incident
☒	Computer Fraud	$150,000/$150,000	$75,000
☒	Funds Transfer Fraud	$150,000/$150,000	$75,000
☒	Social Engineering Fraud	$150,000/$150,000	$75,000

Other Notes about this option

Subjectivities

Chubb hereby indicates the coverage described below. However, any obligations the Insurer may have under this indication are conditioned upon each of the following conditions having first been met.

- signed & dated renewal app

Please Note the Following for the Terrorism Risk Insurance Act:

Coverage for acts of terrorism is included in your policy. The portion of your annual premium that is attributable to coverage for acts of terrorism is $0, and does not include any charges for the portion of losses covered by the United States government under the Act.

The Following Notices will be added to the basic contract(s)

Title	Form Number
Chubb Producer Compensation Practices & Policies	ALL-20887a (03/16)
Policyholder Notice Cyber Services for Loss Mitigation	PF-48260 (10/16)
Policyholder Notice Cyber Services for Incident Response	PF-48259 (02/19)
US Foreign Account Tax Compliance Act ("FATCA")	ALL-42490b (07/16)
U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders	PF-17914a (04/16)
Cap On Losses From Certified Acts Of Terrorism	PF-45354 (02/19)
Disclosure Pursuant To Terrorism Risk Insurance Act	TRIA11d (03/16)
Notice To Policyholders	PF-17993a (05/06)
Signatures	CC-1k11i (02/18)
Trade or Economic Sanctions Endorsement - Florida	PF-46593 (08/15)
Notice To Our Florida Property and Casualty Policyholders Guidelines For Loss Control Plans	ALL-39822 (04/13)
Policyholder Disclosure Notice Of Terrorism Insurance Coverage	TR-19606d (01/15)
Cap On Losses From Certified Acts Of Terrorism	PF-45354 (01/15)
Signatures	CC-1k11h (03/14)

The Following Endorsement(s) will added to the basic contract(s)

Title	Form Number
Extended Reporting Period Election Time Period Endorsement Days In Number: 0 Days In Words: Sixty	PF-49460 (02/19)
Hardware or Equipment Replacement Endorsement	PF-49492 (02/19)
Conduct Exclusion Amended – Final, Non-Appealable Adjudication	PF-49491 (02/19)
Termination Amended - Non Cancelable Except Nonpayment of Premium	PF-48340 (10/16)
Application Amended	PF-49452 (02/19)
Control Group Member Redefined – Variable Control Group Member: CEO, CFO, CISO, President, GC or RM only	PF-48148 (09/16)
Extended Period of Attrition Endorsement	PF-49494 (02/19)

Additional Insured – Blanket Pursuant to a Contract – Cyber ERM	PF-48155 (02/19)
Duty To Defend A Regulatory Proceeding	PF-49445 (02/19)
Optional Extended Reporting Period (Item 7) Amended	PF-48153 (02/19)
Cyber Crime Endorsement	PF-48257 (02/19)
Invoice Fraud Financial Loss Endorsement	PF-50954 (02/19)
Betterment Endorsement	PF-50960 (02/19)
Non-Malicious Computer Act – System Failure – Business Interruption and Contingent Business Interruption - Sublimit	PF-48275 (02/19)
Preventative Shutdown	PF-49501 (02/19)
Settlement Within The Retention	PF-49471 (02/19)
Period of Restoration - Fill In	PF-48160 (02/19)
Breach Response Indemnittee - Blanket Pursuant to a Contract	PF-49485 (02/19)
Extortion Threat Enhancement for Protected Information	PF-49495 (02/19)
Prior Knowledge Endorsement	PF-49478 (02/19)
Amendatory Endorsement – Florida	PF-48285(02/19)
Primary Insurance for Specified Insuring Agreements	PF-49484 (08/17)
Consumer Protection Laws Exclusion Amended	MS-2611231 (07/18)
STATE AMENDATORY INCONSISTENCY ENDORSEMENT	MS-260724 (07/18)
DEFINITION OF INSURED'S COMPUTER SYSTEM AMENDED	MS-260740 (07/18)
DEFINITION OF CYBER INCIDENT AMENDED	MS-260734 (06/18)

Conditions of this Indication

This indication will remain valid until 11-30-2020.

If between the date of this Indication and the Effective Date of the policy there is a significant adverse change in the condition of this Applicant, or an occurrence of an event, or other circumstances which could substantially change the underwriting evaluation of the Applicant, then, at the Insurer's option, this indication may be withdrawn by written notice thereof to Applicant. The Insurer also reserves the right to modify the final terms and conditions upon review of the completed application and any other information requested by the underwriter herein. If such material change in the risk is discovered after binding, the insurance coverage will be void ab initio ("from the beginning").

FOR POLICIES EFFECTIVE JULY 21, 2011 AND SUBSEQUENT, WE REQUIRE THE PRODUCER TO PROVIDE THE "HOME STATE" AS DEFINED IN THE NONADMITTED AND REINSURANCE REFORM ACT OF 2010 (NRRA) UPON THE BINDING OF THIS PLACEMENT. IF THE STATE SET FORTH IN THE ABOVE-REFERENCED INSURED ADDRESS IS THE HOME STATE OF THE INSURED, NO ACTION IS REQUIRED. HOWEVER, IF THE HOME STATE OF THE INSURED IS OTHER THAN THAT SET FORTH IN THE INSURED ADDRESS, YOU MUST NOTIFY US IN WRITING PRIOR TO THE BINDING OF THIS PLACEMENT.

Note: If the Insuring Company noted above is Chubb Custom Insurance Company, Westchester Surplus Lines Insurance Company or Illinois Union Insurance Company, then this insurance is issued pursuant to the state Surplus Lines laws that the insured is domiciled. Persons insured by Surplus Lines carriers do not have the protection of the above captioned state's Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer.

Any applicable taxes, surcharges or countersignature fees, etc., are in addition to the above indicated figures. Your office is responsible for making State Surplus Lines Filings and complying with all applicable laws.

Sincerely,

Mattherw Reb

Chubb. Insured.™

CHUBB

ACE American Insurance Company

Chubb Cyber Enterprise Risk Management Policy Declarations

***NOTICE*: THE THIRD PARTY LIABILITY INSURING AGREEMENTS OF THIS POLICY PROVIDE CLAIMS-MADE COVERAGE, WHICH APPLIES ONLY TO CLAIMS FIRST MADE DURING THE POLICY PERIOD OR AN APPLICABLE EXTENDED REPORTING PERIOD FOR ANY INCIDENT TAKING PLACE AFTER THE RETROACTIVE DATE BUT BEFORE THE END OF THE POLICY PERIOD.**

AMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS POLICY SHALL REDUCE AND MAY EXHAUST THE APPLICABLE LIMIT OF INSURANCE AND WILL BE APPLIED AGAINST ANY APPLICABLE RETENTION. IN NO EVENT WILL THE COMPANY BE LIABLE FOR CLAIMS EXPENSES OR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE APPLICABLE LIMIT OF INSURANCE. TERMS THAT ARE UNDERLINED IN THIS NOTICE PROVISION HAVE SPECIAL MEANING AND ARE DEFINED IN SECTION II, DEFINITIONS. READ THE ENTIRE POLICY CAREFULLY.

IF YOU NEED URGENT CRISIS MANAGEMENT OR LEGAL ADVICE, PLEASE CONTACT:	**Cyber Incident Response Coach** Hotline at: 1-(800)-817-2665 or Press your 'Report Cyber Incident' button on the Chubb Cyber Alert Mobile application.

Policy No: D94907895		Renewal of:
Item 1. **Named Insured**	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS	
Principal Address	221 Palafox Pl Ste 200 Pensacola,FL 32502-5835	
Item 2. **Policy Period**	From: 10-01-2020 To: 10-01-2021 (12:01 AM local time at the address shown in Item 1.)	

Item 3. Maximum Policy Limits of Insurance.	
A. Maximum Single Limit of Insurance	$5,000,000
B. Maximum Policy Aggregate Limit of Insurance	$5,000,000

Item 4. Limits of Insurance, Retentions and Insuring Agreement(s) Purchased. If any Limit of Insurance field for an Insuring Agreement is left blank or NOT COVERED is shown, there is no coverage for such Insuring Agreement.

First Party Insuring Agreements				
A. Cyber Incident Response Fund	Each **Cyber Incident** Limit	Aggregate Limit for all **Cyber Incidents**	Each **Cyber Incident** Retention	
1. **Cyber Incident Response Team**	$5,000,000	$5,000,000	$75,000	
			Except **Cyber Incident**	$0

			Response Coach:	
First Party Insuring Agreements				
NOTE: The **Insured** is under no obligation to use or contract for services with the **Cyber Incident Response Team**. However, if the **Insured** elects not to use or contract with **the Cyber Incident Response Team** but elects to use or contract with a **Non-Panel Response Provider**, then the **Each Cyber Incident** Limits and Aggregate Limit for all **Cyber Incidents** specified in Item 4A2 below apply.				
2. **Non-Panel Response Provider**	$1,000,000	$1,000,000	$75,000	
Insuring Agreement	Each **Cyber Incident** Limit	Aggregate Limit for all **Cyber Incidents**	Each **Cyber Incident** Retention	
B. Business Interruption and Extra Expense				
1. **Business Interruption Loss** and **Extra Expenses**	$5,000,000	$5,000,000	$75,000 **Waiting Period**: 8 Hours	
2. **Contingent Business Interruption Loss** and **Extra Expenses**	$2,500,000	$2,500,000	$75,000 **Waiting Period**: 8 Hours	
a. Scheduled Providers Limit (if scheduled by endorsement)			**Waiting Period**:	
C. Digital Data Recovery	$5,000,000	$5,000,000	$75,000	
D. Network Extortion	$5,000,000	$5,000,000	$75,000	

Third Party Liability Insuring Agreements			
Insuring Agreement	Each **Claim** Limit	Aggregate Limit for all **Claims**	Each **Claim** Retention
E. Cyber, Privacy and Network Security Liability	$5,000,000	$5,000,000	$75,000
1. **Payment Card Loss**	$1,000,000	$1,000,000	$75,000
2. **Regulatory Proceeding**	$5,000,000	$5,000,000	$75,000
F. Electronic, Social And Printed Media Liability	$5,000,000	$5,000,000	$75,000

Item 5. **Retroactive Date**	10-01-2016

(only applicable to Third Party Insuring Agreements)	
Item 6. Pending or Prior Proceedings Date (only applicable to Third Party Insuring Agreements)	10-01-2016

Third Party Liability Insuring Agreements		
Item 7. **Extended Reporting Period**	**A.** Additional Premium:	100% of Annual Premium
	B. Additional Period:	12 Months

Item 8. Policy Premium	$29,944.00
Policy Premium Plus applicable taxes and fees (if any)	$29,944.00

Item 9. Notice to Insurer	
A. Notice of Incident, Claim, or potential Claim as set forth in section VIII, subsection C	By Mail: Director of Claims Chubb P.O. BOX 5105 Scranton, PA 18505-0518 Fax Number: 877-201-8787
	By Email: cyberclaimreport@chubb.com
B. All Other Notices to the **Insurer**	Chief Underwriting Officer Chubb – Financial Lines 1133 Avenue of the Americas, 32nd Floor New York, NY 10036

Chubb. Insured.℠

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18556 **County Administrator's Report 10. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/01/2020
Issue: Locally Funded Agreement - State Road 173 (Blue Angel Parkway) Right-of-Way Acquisition
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County, Florida, for Right-of-Way Acquisition on State Road 173 (Blue Angel Parkway) - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the Locally Funded Agreement (LFA) between the State of Florida Department of Transportation (FDOT) and Escambia County, Florida, for right-of-way acquisition on State Road (SR) 173 (Blue Angel Parkway) from SR 292 (Sorrento Road) to north of SR 30 (US 98):

A. Adopt and authorize the Chairman to sign the Resolution authorizing the LFA;

B. Approve and authorize the Chairman to sign the LFA between the FDOT and Escambia County, Florida, obligating $5,000,000 for right-of-way acquisition on SR 173 (Blue Angel Parkway); and

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

Vendor	Amount	Contract Number	Funding
Florida Department of Transportation	$5,000,000	Locally Funded Agreement 421012-1-4B-01, 421012-1-42-01, 421012-1-43-01, and 421012-1-45-01 for SR 173 Blue Angel Parkway	Fund 353, Local Option Sales Tax (LOST) IV, FY 2020-2021 Cost Center 210106

SR 173 (Blue Angel Parkway) from SR 292 (Sorrento Road) to SR 30 (US 98) is located in Commission Districts 1 and 2.

BACKGROUND:

FDOT and Escambia County have completed the planning phase (2007) and the engineering design phase (2019) to widen SR 173 (Blue Angel Parkway) from SR 292 (Sorrento Road) to SR 30 (US 98) to a 5-lane state arterial roadway.

Previously the Board took action to:

- 10/16/06 - Approved a Lump Sum Contract, in the amount of $950,000, to HDR Engineering, Inc. per PD 05-06.077, Project Development & Environmental (PD&E) Studies for State Road 173 (Blue Angel Parkway), from State Road 292 (Sorrento Road) to US Highway 98.
- 02/01/07 - Approved the Transportation Regional Incentive Program Agreement (TRIP) for the design of roadway improvements on Blue Angel Parkway from Sorrento Road (SR 292) to US 98; adopted a Resolution authorizing the Chairman to sign; and Authorized the Chairman to sign the Agreement and the Resolution.
- 04/18/13 - Approved the Amendment to TRIP, the Transportation Assignment Agreement; the Locally Funded Agreement, the Memorandum of Agreement, and adopted the Resolution authorizing the Chairman to sign the Agreements.
- 04/23/15 - Rescinded the BCC action on 04/18/13 and approved the Amendment to the TRIP, the Transportation Assignment Agreement, the Locally Funded Agreement, adopted and authorized the Chairman to sign the Resolution supporting the transfer of the SR 173 (Blue Angel Parkway) Project No. 421012-1-38-01 from Escambia County to FDOT.
- 01/21/16 - Authorized utilizing Fund 152 "Southwest Sector", Cost Center 110269, Object Code 56301, in the amount of $213,614, to fund Escambia County's portion of the design for the widening of State Road 173 (Blue Angel Parkway), from State Road 292 (Sorrento Road) to State Road 30 (US 98).
- 04/07/16 - Approved & Authorized the Chairman to sign the First Amendment to the Locally Funded Agreement and adopted and authorized the Chairman to sign the authorizing Resolution.

The total acquisition (including drainage) is estimated to cost $10,100,000. The estimated construction cost for this project is $49,300,000. The remaining right-of-way funding has been prioritized within the Regional Transportation Planning Organization (TPO) Priority Listing (Strategic Intermodal System [SIS]) for funding in 2026. (Construction year funding has not been identified at this time).

With this current obligation of funding from Escambia County, FDOT will begin the right-of-way acquisition phase for SR 173 (Blue Angel Parkway) from SR 292 (Sorrento Road) to SR 30 (US 98) and will give higher priority to funding the

remaining need for this project. FDOT will undertake and administer the project, and Escambia County will contribute a lump sum payment in the amount of $5,000,000 toward the acquisition cost.

BUDGETARY IMPACT:

Escambia County will obligate $5,000,000 as programmed in LOST IV.

Vendor	Amount	Contract Number	Funding
Florida Department of Transportation	$5,000,000	Locally Funded Agreement 421012-1-4B-01, 421012-1-42-01, 421012-1-43-01, and 421012-1-45-01 for SR 173 Blue Angel Parkway	Fund 353, Local Option Sales Tax (LOST) IV, FY 2020-2021 Cost Center 210106

LEGAL CONSIDERATIONS/SIGN-OFF:

The Locally Funded Agreement and the Resolution have been reviewed and approved as to form and legal sufficiency by the Escambia County Attorney's Office.

PERSONNEL:

No new personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires Board approval of all Agreements.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Escambia County Engineering staff will transmit the signed LFA to FDOT for execution. Once the LFA is executed, funds will be forwarded to FDOT for the project. Staff will continue to coordinate with FDOT.

Attachments

Resolution
LFA
Maps_Cost Estimate
BCC Mins 101606
BCC Mins 020107
BCC Mins 041813
BCC Mins 042315
BCC Mins 012116

RESOLUTION NUMBER R2020-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, APPROVING A LOCALLY FUNDED AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND ESCAMBIA COUNTY, FLORIDA; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (hereinafter referred to as "Department") is preparing to begin the right-of-way acquisition phase for SR 173 (Blue Angel Parkway) from SR 292 (Sorrento Road) to SR 30 (US 98), Financial Project Identification (FPID) Numbers: 421012-1-4B-01, 421012-1-42-01, 421012-1-43-01, and 421012-1-45-01 (hereinafter referred to as the "Project"); and

WHEREAS, the Department will undertake and administer the Project; and

WHEREAS, the County has agreed to participate in the Project by contributing a lump sum payment of Five Million Dollars ($5,000,000.00) to the Department to aid in the cost of the Project; and

WHEREAS, if the actual cost of the Project is less than the amount contributed by the County then the excess may be utilized by the Department for any additional costs associated with the SR 173 (Blue Angel Parkway) from SR 292 (Sorrento Road) to SR 30 (US 98) improvements.

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

SECTION 1. The above stated recitals are true and correct and incorporated herein by reference.

SECTION 2. The Board of County Commissioners hereby approves the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County, Florida relating to FPID Numbers: 421012-1-4B-01, 421012-1-42-01, 421012-1-43-01, and 421012-1-45-01.

SECTION 3. The Board hereby authorizes the Chairman to execute the Locally Funded Agreement.

SECTION 4. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners of Escambia County, Florida.

ADOPTED this _____day of _____ 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 09-08-2020

LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
ESCAMBIA COUNTY, FLORIDA
(Lump Sum)

Project #s: 421012-1-4B-01, 421012-1-42-01, 421012-1-43-01, 421012-1-45-01

This Locally Funded Agreement ("AGREEMENT") is between the State of Florida, Department of Transportation ("DEPARTMENT"), and Escambia County, Florida ("PARTICIPANT").

RECITALS

1. The DEPARTMENT is preparing to begin the right-of-way acquisition phase for SR 173 Blue Angel Parkway from SR292 Sorrento Road to SR 30 (US 98) Financial Project Identification Numbers 421012-1-4B-01, 421012-1-42-01, 421012-1-43-01, and 421012-1-45-01. The right-of-way acquisition phase, which includes each of the above-mentioned Financial Project Identification Numbers, shall be called the PROJECT for purposes of this AGREEMENT; and

2. The DEPARTMENT will undertake and administer the PROJECT, and the PARTICIPANT will contribute a lump sum payment to aid in the costs of the PROJECT; and

3. The PARTICIPANT is prepared to contribute the lump sum amount of **FIVE MILLION and 00/100 DOLLARS ($5,000,000.00)** to the DEPARTMENT for the PROJECT; and

4. The DEPARTMENT is authorized to enter into this AGREEMENT by Section 339.12, Florida Statutes, and other sections of the Florida Transportation Code, and PARTICIPANT has approved this AGREEMENT and authorized its duly authorized representative to sign on its behalf as set forth in the attached Resolution No. _____, or as evidenced by the copy of the minutes of the Board of County Commissioners attached hereto.

Therefore, the DEPARTMENT and the PARTICIPANT agree as follows:

5. The facts stated in the recitals above in paragraphs 1 through 4 are true and correct and are incorporated into and made a part of this AGREEMENT.

6. The PARTICIPANT agrees that it will, within fourteen (14) calendar days from the DEPARTMENT's written notice to the PARTICIPANT, furnish the DEPARTMENT a lump sum contribution in the amount of **FIVE MILLION and 00/100 DOLLARS ($5,000,000.00).** The DEPARTMENT may utilize this lump sum contribution for payment of the costs of the PROJECT.

7. The projected budget for the entire right-of-way acquisition is estimated to exceed the five million dollars contributed by PARTICIPANT. If the actual cost of the right-of-way acquisition is less than the funds provided, the excess may be utilized by the department for any additional

costs associated with the SR 173 Blue Angel Parkway from SR292 Sorrento Road to SR 30 (US 98) improvements.

8. The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit, and shall be made by wire transfer or ACH deposit. The reference line must contain "DOT", an abbreviated purpose, and the financial project numbers (421012-1-4B-01, 421012-1-42-01, 421012-1-43-01, and 421012-1-45-01).

For Wiring and ACH Transfers, the instructions are:

Wells Fargo Bank, N.A.
Account # 4834783896
ABA # 121000248
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial Project #s 421012-1-4B-01, 421012-42-01, 421012-43-01, 421012-45-01

Upon completion of the wire transfer or ACH deposit, the PARTICIPANT shall notify the Locally Funded Agreement Section of the DEPARTMENT's General Accounting Office by calling Ms. Charmaine Small at telephone number 850-414-4885 and providing the financial project numbers 421012-1-4B-01, 421012-1-42-01, 421012-1-43-01, and 421012-1-45-01, the dollar amount of the transfer or deposit and the PARTICIPANT's name.

9. Notices pursuant to this AGREEMENT shall be sent by U.S. Mail to the following:

FOR THE PARTICIPANT:
Escambia County
Escambia County Board of County Commissioners
c/o Joy Jones, Public Works Director & County Engineer
3363 West Park Place
Pensacola, Florida 32505
(850) 595-3492
djjones@myescambia.com
Federal Tax ID: 59-6000598

FOR THE DEPARTMENT
Florida Department of Transportation
Attn: District Three Local Programs Administrator
1074 Highway 90
Chipley, Florida 32428

10. The following provisions of Section 339.135(6)(a), F.S., are incorporated:

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money

may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year.

11. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matters contained in this agreement and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this AGREEMENT shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained in this AGREEMENT shall be effective unless contained in a written properly-executed document.

12. This AGREEMENT shall not be more strictly construed against either party because one party drafted or prepared any or all of the terms and provisions.

13. This AGREEMENT shall be governed by and interpreted in accordance with the laws of the State of Florida.

14. This AGREEMENT may be executed in two or more counterparts, each of which shall be an original but all of which shall be deemed to be but one agreement.

15. The PARTICIPANT:

(a). Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the PARTICIPANT during the term of the contract; and

(b). Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

16. This AGREEMENT shall become effective when all parties have signed it. The date this AGREEMENT is signed by the last party to sign it (as indicated by the date set out under that party's signature) shall be deemed the date of this AGREEMENT.

IN WITNESS WHEREOF, the PARTICIPANT and the DEPARTMENT have executed this AGREEMENT by their authorized representatives.

PARTICIPANT:

ESCAMBIA COUNTY B.O.C.C.

Board of County Commissioners
Escambia County, Florida

_____
Signature

Name: Steven Barry
Title: Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

(SEAL)

_____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 09-08-2020

DEPARTMENT:

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____
Title: _____

Date: _____

Attest: _____
Executive Secretary (SEAL)

Department Legal Review:

_____
Office of the General Counsel

Conceptual Acquisition of Right-of-Way and Drainage



The Existing right-of-way is shown in blue and the proposed right-of-way is shown in yellow.

Conceptual Acquisition of Right-of-Way and Drainage

Close-up View at US 98



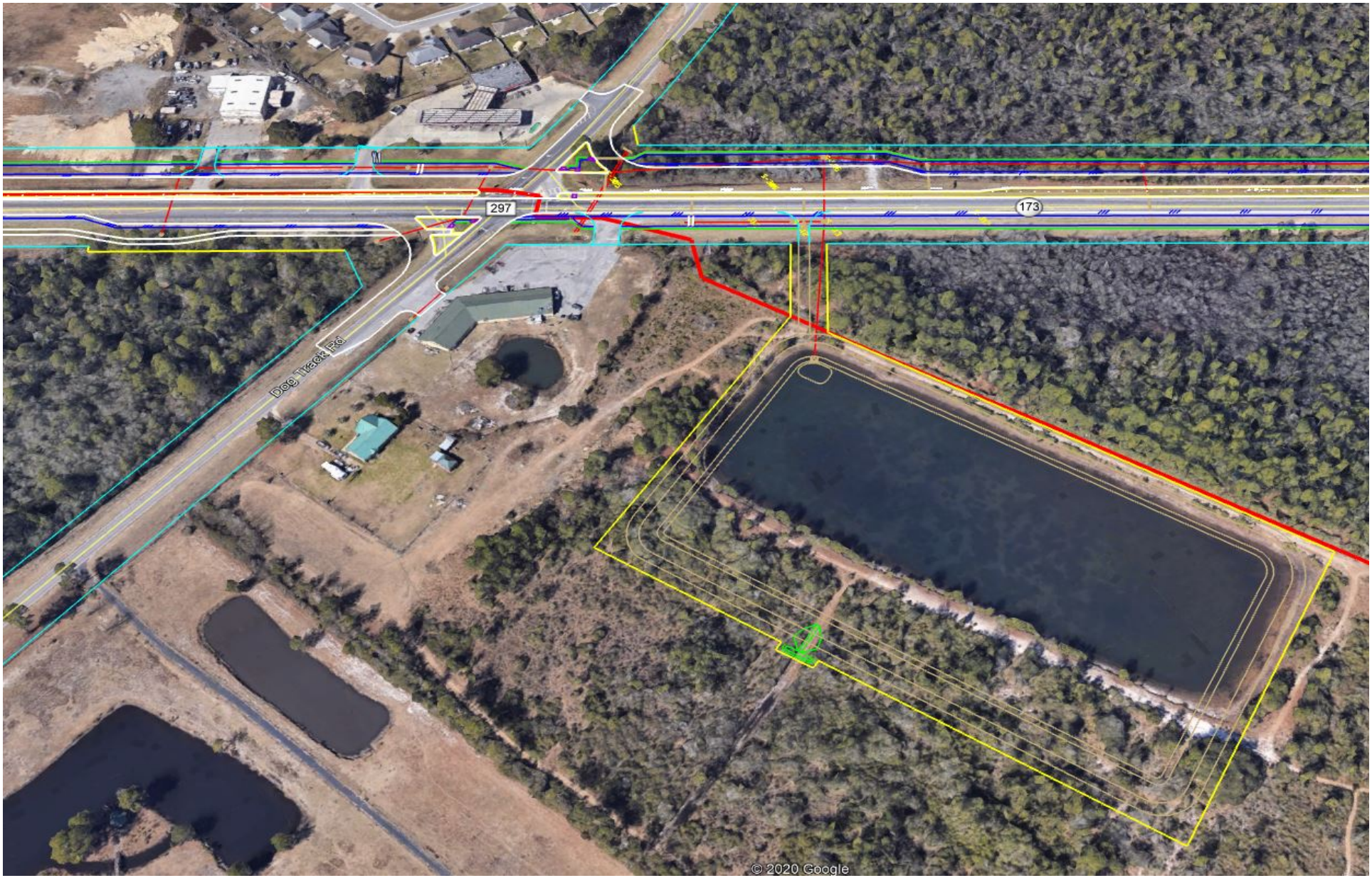
Conceptual Acquisition of Right-of-Way and Drainage

Close-up View South of US 98



Conceptual Acquisition of Right-of-Way and Drainage

Close-up View Near Dog Track Road



Conceptual Acquisition of Right-of-Way and Drainage

Close-up View Near Sorrento Road (SR 292)



From: Kimberly Stephens <kistephens@HNTB.com>
Sent: Wednesday, September 23, 2020 11:43 AM
To: Christine W. Fanchi <cwfanchi@myescambia.com>; Terri V. Malone <TVMALONE@myescambia.com>
Cc: Paulk, Bryant <Bryant.Paulk@dot.state.fl.us>; dustin.castells@dot.state.fl.us
Subject: [EXTERNAL]RE: [EXTERNAL]RE: [EXTERNAL]RE: FPID 4210121 Blue Angel Parkway - from SR 292 (Sorrento) to SR 30 (US 98)

WARNING! This email originated from an outside network. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

Hey Christine,

I received the following ROW breakdown from FDOT. Please let me know if you have any questions. Thank you!

Kim

1. Roadway Right of Way/Temporary Construction Easements = 26,819 SF
2. Pond R/W Perpetual Easements = 36.28 AC
3. R/W Estimate Breakdown:

	1. In House Support	$200,000
	2. Appraisal Fees	$190,000
	3. Business Damage Review (CPA)	$60,000
	4. Court Reporter & Other Expert Fees	$106,079
	5. Demolition	$12,537
	6. Acquisition Agent Fees	$190,500
	7. Hazardous Waste Investigation	$10,000
	8. Land/improvements/sev/CC	$5,303,974
	9. Admin Settlements	$788,278
	10. Litigation Awards	$1,051,038
	11. Business Damages	$1,100,000
	12. Owner Appraisal Fees	$202,500
	13. Owner CPA Fees	$90,000
	14. Owner Attorney Fees	$606,974
	15. Other Condemn Costs/Experts	$105,104
	16. Residential Relocations	$56,000
	TOTAL R/W ESTIMATE	$10,072,984

Kimberly Stephens, PE
Project Manager
Email kistephens@hntb.com

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

16-19. Approval of Consent Agenda Items 16 through 19 – Continued

17. Approving a Lump Sum Contract, in the amount of $1,300,000, to PBS&J *(Post, Buckley, Schuh & Jernigan)*, per PD 05-06.075, PD&E *(Project Development & Environmental)* Studies for State Road 292 (Perdido Key Drive), from the Alabama State Line to the south end of the Theo Baars Bridge. 1817

Speaker(s):

Andrew Blewer

18. Approving a Lump Sum Contract, in the amount of $950,000, to HDR Engineering, Inc., per PD 05-06.077, PD&E *(Project Development & Environmental)* Studies for State Road 173 (Blue Angel Parkway), from State Road 292 (Sorrento Road) to U.S. Highway 98 (Lillian Highway). 1817

Speaker(s):

Andrew Blewer

19. Approving a Lump Sum Contract, in the amount of $1,250,000, to Baskerville-Donovan, Inc., per PD 05-06.078, PD&E *(Project Development & Environmental)* Studies for Pinestead Road – Longleaf Drive Corridor, from Pine Forest Road to U.S. Highway 29. 1817

Speaker(s):

Andrew Blewer

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-9. Approval of Various Consent Agenda Items – Continued

3. Taking the following action concerning the Joint Participation Agreement (JPA) between the State of Florida Department of Transportation and Escambia County for the design of roadway improvements on Blue Angel Parkway (SR 173) from Sorrento Road (SR 292) to US 98 (SR 30) (Funding Source to be determined): 1840

   A. Approving the *State of Florida Department of Transportation, Transportation Regional Incentive Program Agreement*, *CSFA No. 55.026, Financial Project No.: 421012-1, Escambia County*, for the design of roadway improvements on Blue Angel Parkway (SR 173) from Sorrento Road (SR 292) to US 98 (SR 30);

   B. Adopting a Resolution *(R2007-20)* authorizing the Chairman to sign the JPA; and

   C. Authorizing the Chairman to sign the Agreement and the Resolution.

4. Taking the following action regarding *Amendment #1 to the Agreement between Escambia County and Larry Hall Construction, Inc., for the Juvenile Justice Center Renovations and Addition, PD 04-05.20*: 1840

   A. Approving Amendment #1 establishing the amount of retainage to be held until final completion at $40,000, which shall not become payable until final completion; and

   B. Authorizing the County Administrator to execute the Amendment.

5. Approving the following negotiated Contract award amounts for Contract PD 05-06.084, Design/Build Sheriff's Garage, to Morette Company, Inc. (Fund 351, Sheriff's Capital Improvement, Local Option Sales Tax (LOST) II, Cost Center 540110, and Fund 352, Sheriff's Capital Improvements, LOST III, Cost Center 540115): 1840

Click here and see pages 6-61 to view the Contract approved and filed with the 9/7/2006, Minutes.

   A. Construction Phase Fee: $108,540;

   B. Overhead and Profit for the Construction Phase: $185,956; and

   C. Guaranteed Maximum Price, including the previously negotiated Design Phase Fee, the Construction Phase Fee, the Overhead and Profit for the Construction Phase, and Direct Costs: $2,305,053.11.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-23. Approval of Various Consent Agenda Items – Continued

16. Taking the following action concerning the transfer of the State Road (SR) 173 (Blue Angel Parkway) Project from Escambia County, Florida, to the Florida Department of Transportation (FDOT); Escambia County and FDOT entered into a Transportation Regional Incentive Program (TRIP) Agreement on February 21, 2007, which was subsequently amended by the parties, that provides for the performance of a PD&E Study of SR 173 (Blue Angel Parkway) from SR 292 (Sorrento Road) to SR 30 (US 98); Escambia County and HDR Engineering, Inc., entered into an Agreement on October 16, 2006, which was subsequently amended, to perform these PD&E services for SR 173 (Blue Angel Parkway); Escambia County and FDOT have agreed that it is in the best interest of all concerned to transfer all duties under the Agreement with HDR Engineering, Inc., from Escambia County to FDOT, essentially reversing the Contract Agreements (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210107/56301, Project #08EN0038 – *[in the amount of]* $122,333; Fund 152, "Southwest Sector CRA," Cost Center 210508/56301, Project #08EN0062 – *[in the amount of]* $256,764):

A. Approving the *Amendment to Transportation Regional Incentive Program Agreement by and between State of Florida, Department of Transportation and Escambia County, Florida*;

B. Approving the *State of Florida Department of Transportation Assignment Agreement*;

C. Approving the *Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County;*

D. Approving the *Memorandum of Agreement* for Project #421012-1-38-01; and

E. Adopting the Resolution *(R2013-47)* authorizing the Chairman to sign the Agreements.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1-29. Approval of Various Consent Agenda Items

Motion made by Commissioner Robertson, seconded by Commissioner May, and carried unanimously, approving Consent Agenda Items 1 through 29, as follows, with the exception of Items 20 and 26, which were held for separate votes, as amended to drop Items 1 and 23:

1. Dropping the recommendation that the Board take the following action on the Uniform Rental Service Contract, PD 11-12.028 (Funding: Fund 001, General Fund, Maintenance Cost Center 210602, Object Code 54401; Fund 401, Solid Waste, Cost Centers 230301, 230304, 230306, 230307, and 230314, Object Code 54401; Fund 001, General Fund, Animal Shelter, Cost Center 320501, Object Code 54401; and Fund 001, General Fund, Mosquito and Arthropod Control, Cost Center 220701, Object Code 54401):

   A. Approve the first 12-month contract extension, effective July 13, 2015, to Unifirst Corporation; and

   B. Authorize the Chairman to sign all related documents.

2. Ratifying the following April 23, 2015, 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 cancellation of three Residential Rehab Grant Program Liens, as the Grant recipients have met their Grant requirements:

Property Owner	**Address**	**Amount**
Kenneth and Maureen Horton	111 Lakewood Road	$1,209
Prenecker and Marie L. Jackson	109 Lakewood Road	$1,287
Eva Roberts	3205 West Lee Street	$3,730

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

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-29. Approval of Various Consent Agenda Items – Continued

3. Ratifying the following April 23, 2015, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the four Residential Rehab Grant Program Funding and Lien Agreements:

   A. Approving the following four Residential Rehab Grant Program Funding and Lien Agreements:

      (1) The Agreements between Escambia County CRA and Linda Y. Kennedy, the owner of residential property located at 410 South 1st Street, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of $3,700, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for roof replacement;

      (2) The Agreements between Escambia County CRA and Phillip McAdams and Viola Loveless, the owners of residential property located at 1301 Dexter Avenue, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of $3,847 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, to install new windows;

      (3) The Agreements between Escambia County CRA and Tracey Verge, the owner of residential property located at 203 Baublits Drive, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of $4,680 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, to install new windows and electrical rewiring; and

(Continued on Page 15)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-28. Approval of Various Consent Agenda Items – Continued

24. Taking the following action concerning acceptance of the donation of a drainage easement located at 2295 West Michigan Avenue for Crescent Lake Dam Outfall improvements (Funding: funds for incidental expenses associated with recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office):

    A. Accepting the donation of a drainage easement from Sovran Acquisition Limited Partnership, located at 2295 West Michigan Avenue, for outfall improvements;

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

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

    D. Authorizing staff to prepare, and the Chairman or Vice Chairman to accept the Easement, subject to Legal review and sign-off, as of the day of delivery of the Easement to the Chairman or Vice Chairman, and authorizing the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

25. Authorizing utilizing Fund 152, "Southwest Sector," Cost Center 110269, Object Code 56301, in the amount of $213,614, to fund Escambia County's portion of the design for the widening of State Road 173 (Blue Angel Parkway), from State Road 292 (Sorrento Road) to State Road 30 (US 98).

26. Authorizing the issuance of a Purchase Order to Roads, Inc., of NWF, in the amount of $327,181.26, on Contract PD 14-15.064, "General Paving and Drainage Agreement," for the Massachusetts Avenue Drainage and Sidewalk Project (Funding Source: Fund 151, "Community Redevelopment," Cost Center 370115, Community Redevelopment Agency Palafox, Object Code 56301 – $72,000; Fund 352, "Local Option Sales Tax III," Cost Center 210107, Object Code 56301, Project #13EN2413 – $255,181.26).

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-24. Approval of Various Consent Agenda Items – Continued

10. Adopting the Resolution *(R2016-47)* authorizing the write-off of $1,212,424.01 in Accounts Receivable that have been recorded in the Emergency Medical Service Fund of Escambia County and have been determined to be uncollectible bad debts; this Resolution allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of debt; this Resolution includes write-offs from Emergency Medical Services ambulance billings for the first quarter of Fiscal Year 2015-2016 for 2,485 accounts that have been through all phases of the billing and collection cycles, to include all primary and secondary insurance filing, private pay processing pre-collection letter(s), and/or referral to the secondary collection agency.

11. Taking the following action concerning the *First Amendment to Locally Funded Agreement Between the State of Florida Department of Transportation and Escambia County*, Project #421012-1-38-01, for State Road (SR) 173 (Blue Angel Parkway), from SR 292 (Sorrento Road) to SR 30 (US 98):

    A. Adopting, and authorizing the Chairman to sign, the authorizing Resolution *(R2016-48)*; and

    B. Approving, and authorizing the Chairman to sign, the *First Amendment to Locally Funded Agreement Between the State of Florida Department of Transportation and Escambia County*, Project #421012-1-38-01, for Blue Angel Parkway, from Sorrento Road to US 98 (Funding Source: Fund 152, "Southwest Sector," Cost Center 110269, Object Code 56301).

12. Taking the following action concerning the issuance of Purchase Orders on Contract PD 14-15.064, General Paving and Drainage Agreement (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210107, Object Code 56301):

    A. Approving the reallocation of funds from the Dirt Road Paving Project, in the amount of $257,085, to the following projects:

        (1) Hicks Street Dirt Road Paving Project, District 5, $52,060; and

        (2) Greenland Road Dirt Road Paving Project, District 5, $205,025;

(Continued on Page 34)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18470 **County Administrator's Report 10. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/01/2020
Issue: Approval to Issue Fiscal Year 2020/2021 Purchase Orders in Excess of $25,000
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2020/2021, Purchase Orders, in Excess of $25,000, for the Engineering Department - Joy Jones, P.E., Engineering Department Director

That the Board, for Fiscal Year 2020/2021, approve the issuance of blanket and/or individual Purchase Orders, in excess of $25,000, based upon previously-awarded Contracts, Contractual Agreements or annual requirements for the Engineering Department, as follows:

	Vendor/Contractor	Amount	Contract Number
A	Genesee & Wyoming/Alabama and Gulf Coast Railway Vendor Number: 011274 Signal Maintenance for Railroad Crossings Fund: 175 (Transportation Trust Fund) Cost Center: 211201	$63,233	Annual Signal Maintenance for Railroad Crossings
B	CSX Transportation Vendor Number: 030050 Signal Maintenance for Railroad Crossings Fund: 175 (Transportation Trust Fund) Cost Center: 211201	$166,900	Annual Signal Maintenance for Railroad Crossings ($66,900); Additional work associated with contract agreements/upgrade costs ($100K)

C	Ingram Signalization Vendor Number: 406608 Traffic Signal Response Maintenance - State and County Owned Signals Fund 175: (Transportation Trust Fund) Cost Centers: 211201/211602/211101 Fund: 181 (Master Drainage Basin Fund) Cost Centers: 210719-210736 Fund: 352 (LOST III) Cost Center: 210107 Fund: 353 (LOST IV) Cost Center: 210106 Fund: 167 (Bob Sikes Toll) Cost Centers: 140301/140302	$100,000	PD 16-17.083 Original Board Approval 12/14/2017 effective date 02/28/2018 Board Approval 1st Extension 02/07/2019 Board Approval 2nd Extension 02/06/2020 Re-bid Contract by 02/06/2021
D	Ingram Signalization Street and Navigational Lights Fund 175, Cost Centers 211201/211602/211101 Fund 181, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 353, Cost Center 210106 Fund 167, Cost Center 140302	$75,000	PD 18-19.089 BCC Approved Contract 02/06/2020 Effective Date 03/11/2020
E	Gulf Coast Traffic Engineers Vendor Number: 072898 Pavement Markings Fund: 175 (Transportation Trust Fund) Cost Centers: 211201/211602/211101 Fund: 181 (Master Drainage Basin Fund) Cost Centers: 210719-210736 Fund: 352 (LOST III) Cost Center: 210107 Fund: 353 (LOST IV) Cost Center: 210106 Fund: 167 (Bob Sikes Toll) Cost Centers: 140301/140302	$1,000,000	PD 18-19.007 Original BCC Approval 02/07/2019 Amended on 06/06/2019 to add additional funding and cost centers BCC Action 1st extension - 02/06/2020 Renewal 02/06/2021
F	Gulf Coast Traffic Engineers Vendor Number: 072898 Signs Fund: 175 (Transportation Trust Fund) Cost Centers: 211201/211602/211101 Fund: 181 (Master Drainage Basin Fund) Cost Centers: 210719-210736 Fund: 352 (LOST III) Cost Center: 210107 Fund: 353 (LOST IV) Cost Center: 210106 Fund: 167 (Bob Sikes Toll) Cost Centers: 140301/140302	$100,000	PD 16-17.073 Original Board Approval 01/04/2018 BCC Action - 1st Extension 01/10/2019 BCC Action - 02/06/2020 2nd Extension 01/09/2020 New Contract 01/09/2021

G	Award Purchase Orders in Excess of $50K for the Continuing Contract for Bridges, Docks and Boat Ramps DKE Marine, Vendor Number: 040206 Davis Marine, Vendor Number: 040386 Gulf Marine, Vendor Number: 072896 Fund: 175 (Transportation Trust Fund) Cost Centers: 211201/211602/211101 Fund: 181 (Master Drainage Basin Fund) Cost Centers: 210719-210736 Fund: 352 (LOST III) Cost Center: 210107 Fund: 353 (LOST IV) Cost Center: 210106	$750,000	PD 12-13.001 Continuing Contract for Bridges, Docks and Board Ramps Original Board Approval 11/01/2012 Board Approval 03/21/2013 to add DKE Marine to list of vendors
H	Award Purchase Orders for the Continuing Professional Services - Bridge Work; Construction Engineers Thompson Engineering, Inc., Vendor Number: 201604 Mott MacDonald Consultants, LLC, Vendor Number: 081206 Volkert, Inc., Vendor Number: 220584 American Consulting Engineers, Vendor Number: 012081 HDR Engineering, Inc., Vendor Number: 080064 Fund: 175 (Transportation Trust Fund) Cost Centers: 211201/211602/211101 Fund: 181 (Master Drainage Basin Fund) Cost Centers: 210719-210736 Fund: 167 - (Bob Sikes Toll Fund) Cost Centers: 140301/140302 Fund: 352 (LOST III) Cost Center: 210107 Fund: 353 (LOST IV) Cost Center: 210106	$200,000	PD 02-03.079 Professional Services Continuing Contract Annual Inspection for Bridges
I	Award Purchase Orders for the Continuing Professional Services Bridge Professional Technical Consulting Mott MacDonald Consultants, LLC, Vendor Number: 081206 Fund: 175 (Transportation Trust Fund) Cost Centers: 211201/211602/211101 Fund: 181 (Master Drainage Basin Fund) Cost Centers: 210719-210736 Fund: 352 (LOST III) Cost Center: 210107 Fund: 353 (LOST IV) Cost Center: 210106	$200,000	PD 02-03.79 Professional Services Continuing Contract

J	Property Appraisals Asmar and Associates, Vendor Number: 014139 Brantley and Associates, Vendor Number: 410028 Fruitticher-Lowery Appraisal Group, Inc., Vendor Number: 062707 Presley-McKenney and Associates, Vendor Number: 164987 Sherrill Appraisal Company, Vendor Number: 192901 Fund: 175 (Transportation Trust Fund) Cost Centers: 211201/211602/211101 Fund: 181 (Master Drainage Basin Fund) Cost Centers: 210719-210736 Fund: 352 (LOST III) Cost Centers: 210107/210120/210121/210124/210130 Fund: 353 (LOST IV) Cost Center: 210106	$50,000	Annual allocation for property appraisals for capital improvement projects
K	Roads, Inc. of NWF Vendor Number: 182328 Panhandle Grading and Paving, Inc. Vendor Number: 160114 Mid South Paving, Inc. Vendor Number: 133305 Road Materials Pricing Agreement/OGCM Roads Fund: 175 (Transportation Trust Fund) Cost Centers: 211201/211602/211101 Fund: 181 (Master Drainage Basin Fund) Cost Centers: 210719-210736 Fund: 352 (LOST III) Cost Center: 210107 Fund: 353 (LOST IV) Cost Center: 210106	$325,000	PD 17-18.096 Original Board Approval 11/01/2018 1st Extension BCC Approval 02/20/2020 Retroactive to 10/31/2019
	General Drainage and Paving Agreement - Paving and Drainage Projects Allsouth Construction Services LLC, Vendor Number: 420550 Chavers Construction, Vendor Number: 032335 Gulf Atlantic Constructors, Vendor Number: 843895 J Miller Construction, Inc., Vendor Number: 133404 Mid South Paving, Inc., Vendor Number: 133305 Panhandle Grading and Paving, Vendor		

L	Number: 160114 Roads, Inc. of NWF, Vendor Number: 182328 Utility Services Co., Inc., Vendor Number: 211593 B&W Utilities, Vendor Number: 420661 Site and Utility, Vendor Number: 420683 Gulf Marine Construction, Vendor Number: 072896 Heaton Brothers Construction Company, Vendor Number: 081314 Principle Properties, Vendor Number: 420785 Fund: 175 (Transportation Trust Fund) Cost Centers: 211201/211602/211101 Fund: 175 (Transportation Trust Fund) Cost Center 260102 Fund: 181 (Master Drainage Basin Fund) Cost Centers: 210719-210736 Fund: 352 (LOST III) Cost Centers: 210107/350229 Fund: 353 (LOST IV) Cost Centers: 210106/350221 Fund: 353 (LOST IV) Cost Center: 110102 Fund: 167 (Bob Sikes Toll) Cost Centers: 140301/140302	$2,000,000 annual for all vendors, Projects over $250K coming back to Board for Approval	PD 16-17.081 Original Board Approval 11/30/2017 Board Approval 1st Extension 12/01/2018 (through 11/30/2019) Board Approval 2nd Extension 12/05/2019 (through 11/30/2020) New Contract Currently Out for Bid
M	Blue Arbor Vendor Number: 023818 Temporary Labor Services Fund: 175 (Transportation Trust Fund) Cost Centers: 211201/211602/211101 Fund: 181 (Master Drainage Basin Fund) Cost Centers: 210719-210736 Fund: 352 (LOST III) Cost Centers: 210107/350229 Fund: 353 (LOST IV) Cost Centers: 210106/350221 Fund: 116 (Development Review) Cost Center: 240302 Fund: 167 (Bob Sikes Toll - if needed) Cost Centers: 140301/140302	$225,000	PD 17-18.055 Original Board Approval 08/02/2018 Board Approval for 1st Renewal 08/17/2019 Board Approval for 2nd Renewal 8/6/2020 Effective Date 08/17/2020

N	Transcore Holdings, Inc. Vendor Number: 420423 Bob Sikes Bridge Toll System Upgrade Project - Time and Materials Contract Fund: 167 (Bob Sikes Toll) Cost Center: 140301	$225,000	PD 14-15.030 Original Board Approval 07/07/2015 Contract Renewal until 08/26/2026 Board Approval 08/06/2020
O	Transportation Control Systems, Inc. Vendor No. 205208 Fund 175: (Transportation Trust Fund) Cost Center 211201 Transportation and Traffic	$600,000	State Contract DOT-ITB-20-9034-GH Traffic controllers, cabinets, and miscellaneous traffic materials and equipment
P	Miovision Technologies, Inc. Vendor No. 424068 Fund 175: (Transportation Trust Fund) Cost Center 211201 Transportation and Traffic	$100,000	Annual Subscription for Traffic Signals - Provides Communication to Traffic Signals for the Traffic Signal Operations Center

BACKGROUND:

The issuance of these Purchase Orders in October 2020, is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

BUDGETARY IMPACT:

Funding is budgeted in the various accounts and Cost Centers listed.

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. Per the guidance received at the October 3, 2019, Board meeting, all purchases over $25,000
must be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18585 **County Administrator's Report 10. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/01/2020
Issue: Funding Allocation for OnBikes Pensacola
From: Robert Bender, District 4 Commissioner
Organization: Commissioner, District 4
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Funding Allocation to OnBikes Pensacola - Commissioner Robert Bender, District 4

That the Board approve the $1,000 funding allocation from Commissioner Robert Bender's discretionary funds, for OnBikes Pensacola to purchase new bicycles, helmets, and locks for children along the Gulf Coast.

[Funding: Fund 001, Board of County Commissioners, Cost Center 110101, Outside Agencies Object Code 58201]

BACKGROUND:

OnBikes Pensacola was started in 2016, by Pensacola native, Walker Wilson. Walker and his friends set out with a goal to provide 100 bikes and helmets to children in Pensacola's local foster care system and guardian ad litem program. Through the generosity of the local community, Onbikes Pensacola has given over 2,300 bikes and countless smiles to children in our community.

BUDGETARY IMPACT:

As part of the Fiscal Year 2019-2020 Budget that was approved by the Board in September 2019, each Commissioner received $50,000 to use at their discretion.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, Commissioner Bender's office will coordinate with OnBikes Pensacola to obtain the necessary paperwork to process the payment request.

Attachments

OnBikes Request Letter

OnBikes Sponsorship Packet 2020

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onbikes
pensacola

Walker Wilson
President
jwalkerwilson@gmail.com

Alex Andrade
VP of Bike Build
aandrade@mhw-law.com

Peyton Williams
VP of Winter Wonder Ride
Williamsp3@gmail.com

Jessica Andrade
VP of Purchasing
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Courtney Cobia
VP of Finance
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Cameron Gore
VP of Volunteers
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Jessica Edwards
VP of Marketing
jessicaedwards@gmail.com

Holiday Whisenant
VP of Sponsorships
holiday.whisenant@gmail.com

Lindsey Shaw
Volunteer Coordinador
lewshaw221@gmail.com

Basil Kuloba
Bike Build Coordinador
basil@inertiapensacola.org

onbikes Pensacola is an organization dedicated to providing a brand new bike, helmet, and lock for every child in need in Northwest Florida. Bikes are a child's first real opportunity to experience freedom. They teach independence while providing a fun, safe, and physical activity that all children should enjoy. In trying times with coronavirus, onbikes understands many businesses and families are facing unprecedented times. We believe that organizations like onbikes are needed now more than ever to provide children with a safe and healthy activity that promotes social distancing and being outside. For us at onbikes, that means hopping on your bike and enjoying the best part of being a kid - having a brand new bike to call your own!

Last year with community support we were able to give 750 bikes and countless smiles to underprivileged and foster children in Northwest Florida. Onbikes worked with Communities Caring at Christmas, Families First Network, Ronald McDonald House, Escambia County Schools, Big Brothers Big Sisters, Boys and Girls Club, Guardian ad Litem, Southern Youth Sports Association, and Gulf Coast Kids House. Since our start in 2016 onbikes Pensacola has been able to provide over 2,300 bikes to children along the Gulf Coast and we need your help to make it all happen again this year!

Our year will yet again culminate with our 5th Annual Winter Wonder Ride in Downtown Pensacola on December 19th. At the Winter Wonder Ride, participants bike through the streets of Downtown Pensacola and socialize with food, drinks, friends, and live music. While the "main event" is December 19th, the real work happens at our bike build on November 21st. Our team, along with volunteers, gather together to assemble all the bikes we donate to children in our community. On behalf of onbikes Pensacola, we are reaching out to request your participation in the form of a sponsorship. Your sponsorship will help us purchase as many bikes as possible for these deserving children. Your donation, whether monetary or in-kind, will be recognized as shown in the sponsorship opportunities enclosed and with a sponsor form that enables us to send your tax receipt.

Please contact us if you have any questions about our Winter Wonder Ride, Bike Build, or further information about onbikes Pensacola. We would love the opportunity to discuss our vision for 2020 and for the future of our organization. We are working hard to make this a successful program and one of the premiere events Pensacola has to offer for years to come. A copy of our sponsorship opportunities is enclosed; along with a sponsorship form to provide the details of your contribution. We thank you in advance for your consideration and please remember that no donation is too big or too small.

Sincerely,
Walker Wilson,
President
onbikes Pensacola
(850) 485-1889
jwalkerwilson@gmail.com

onbikes Pensacola, Inc. is an IRS 501(c)(3) charitable organization under Section 501(c)3 of the Internal Revenue Code. A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE. onbikes Pensacola, Inc. Solicitations of Contributions I.D. CH49029

PLEASE NOTE: Sponsorships must be received by October 23, 2020 in order to be included on event merchandise and signage.



5th Annual Winter Wonder Ride
December 19, 2020
Downtown Pensacola, Florida

our story

Something as simple as a bike can open up a fresh and unseen new world to children, waking up a sense of freedom, self-reliance, and mobility.

onbikes Pensacola was started in 2016 by Pensacola native, Walker Wilson. Walker and his friends set out with a goal to provide 100 bikes and helmets to children in Pensacola's local foster care system and guardian ad litem program. Through the generosity of the local community, onbikes has given over 2,300 bikes and countless smiles to children in Pensacola. Because of our sponsors, we were able to provide bikes to children in the Families First Foster Care Program, the Boys and Girls Club, Escambia County Schools, the Ronald McDonald House and Big Brothers Big Sisters of Northwest Florida. Almost all of these children were receiving bikes for the very first time.

Our hope is that each person we meet picks up our "giving is better than receiving" philosophy, so that they, in turn, can help the community in their own way.

onbikes is a 100% volunteer organization. We strive to make sure that every dollar that is donated goes directly to buying bikes, helmets and locks for children along the Gulf Coast.

our mission

Our goal is to provide new bicycles and helmets to every child along the Gulf Coast. We believe that something as simple as a bike can open up a fresh and unseen new world to children inspiring a sense of freedom, self-reliance, and mobility.

meet the board

We believe that every kid deserves a bike.



Walker Wilson
President
jwalkerwilson@gmail.com



Alex Andrade
Vice President of Bike Builds
aandrade@mhw-law.com



Peyton Williams
Vice President of Winter Wonder Ride
williamsp3@yahoo.com



Courtney Cobia
Vice President of Finance
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Jessica Andrade
Vice President of Purchasing
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Cameron Gore
Vice President of Volunteers
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Holiday Whisenant
Vice President of Sponsorships
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Jessica Edwards
Vice President of Marketing
jessicaedwardse@gmail.com



Lindsey Shaw
Volunteer Coordinator
leshaw221@gmail.com



Basil Kuloba
Bike Build Coordinator
basil@inertiapensacola.org

bike build







Assembling hundreds of bikes is no easy task!

Each year the onbikes team and volunteers come together for a day of work and play.

Each bike arrives disassembled and with the help of our tireless volunteers, the bikes are assembled, quality checked, and staged for distribution.

We invite all of our sponsors, their employees, friends, and families to get involved with this crucial part of the process.

We need your help!

We always need more helping hands to volunteer with us. For more information on how you can get involved with us, email onbikespensacola@gmail.com!

winter wonder ride

The Annual Winter Wonder Ride is a bike slow-ride through Downtown Pensacola. With a post-ride celebration featuring live music, games, drinks and food trucks! The proceeds raised are used to purchase the new bikes and helmets for children in need in the Northwest Florida area.

The Winter Wonder Ride and Bike Build would not be possible without our sponsors! We've developed a number of sponsorship opportunities for you to be a part of our event. Our goal is to create a unique community experience that will provide new bicycles and helmets to every child along the Gulf Coast.

SPONSORSHIP OPPORTUNITIES

Winter Wonder Ride
Title Sponsor
$7,500+

The Frame Sponsor
$4,500+

The Handlebar Sponsor
$3,500+

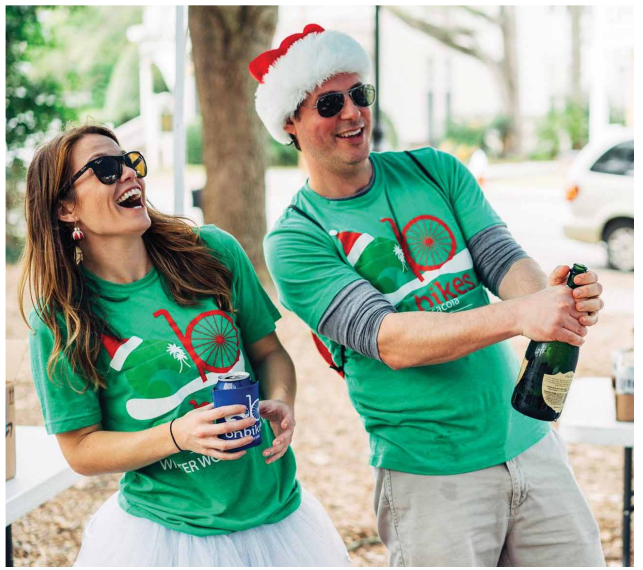
The Spoke Sponsor
$1,750+

The Chain Sponsor
$1,000+

The Wheel Sponsor
$500+







thank you to our 2019 sponsors

TITLE SPONSOR

LEADERSHIP PENSACOLA 2020

HANDLEBAR SPONSOR

BAY LUMBER TRADING CO.

Walmart

PENSACOLA FIVE FLAGS ROTARY CLUB

SPOKE SPONSOR

PalletOne

Kuhn REALTY

Miller Forest Products Brewton, AL

Lighthouse HEALTH PLAN

LAW OFFICE OF GARY B. LEUCHTMAN

ECS A Service Logic Company Engineered Cooling Services

Aylstock, Witkin, Kreis & Overholtz JUSTICE FOUNDATION, INC.

at&t

SHERIFF DAVID MORGAN

CHAIN SPONSOR

PANHANDLE CHARITABLE OPEN

BIEWER LUMBER

StuderGroup a Huron Healthcare solution

Gulf Power

LEE'S GLASS & WINDOW WORKS

Pensacola Beach RV Resort

BEGGS & LANE RLLP ATTORNEYS and COUNSELLORS at LAW SINCE 1883

fishbein ORTHODONTICS

WIND CREEK CASINO & HOTEL ATMORE, AL

BAPTIST HEALTH CARE

TOWNES + architects, P.A.

DR. DAVID WILLIAMS · COMMISSIONER JEFF BERGOSH · REPRESENTATIVE ALEX ANDRADE · COMMISSIONER LUMON MAY
COMMISSIONER ROBERT BENDER · COMMISSIONER STEVEN BERRY · COUNCILMAN JOHN JERRALDS

WHEEL SPONSOR

COUNCILWOMAN ANN HILL
BANK OF PENSACOLA
BANIAKAS & ASSOCIATES CPAS
BB&T

CLARK PARTINGTON
COVELL & WHISENANT FAMILIES
HARRIGAN LUMBER
HILES MCLEOD INSURANCE

COUNCILMAN JARED MOORE
COUNCILWOMAN JEWEL CANNADA-WYNN
KURT & DEE KRUEGER
MARGIE MOORE - MERRILL LYNCH

PENSACOLA BAY BREWERY
REX LUMBER
COUNCILWOMAN SHERRI MEYERS
SID & KATHY CLEMENTS

MEDIA SPONSOR

Cat 98.7 Country

BEVERAGE SPONSOR

Michelob ULTRA

Tito's Handmade Vodka

PRINT SPONSOR

PROLEGAL discovery solutions

sponsorship

	TITLE SPONSOR	FRAME SPONSOR	HANDLEBAR SPONSOR	SPOKES SPONSOR	CHAIN SPONSOR	WHEEL SPONSOR
SPONSORSHIP DOLLAR LEVEL	$7,500	$4,500	$3,500	$1,750	$1,000	$500
PRESENTING SPONSOR OF EVENT						
COMPANY LOGO ON TSHIRT						
MAIN STAGE SIGNAGE						
COMPANY NAME ON KOOZIE						
CORPORATE BIKE BUILD						
NAME ON PROMINENT MEDIA PROMOTION (PRINT, RADIO, ETC.)						
NAME + LOGO INCLUDED IN SELECT MEDIA PROMOTION						
NAME INCLUDED IN SELECT MEDIA PROMOTION						
LOGO ON REGISTRATION BAG						
PROMINIENT EVENT SIGNAGE						
OPPORTUNITY TO PLACE PROMO MATERIALS IN REGISTRATION BAGS						
LOGO ON SIGNAGE AT BIKE BUILD						
SELECT PRE-EVENT SOCIAL MEDIA MENTIONS						
NAME ON REGISTRATION BAG + SELECT EVENT SIGNAGE						
NUMBER OF BIKES DONATED IN COMPANY NAME	50	25	25	10	5	2
NUMBER OF WINTER WONDER RIDE PASSES TO EVENT	12	10	10	8	6	2

commitment form

Thank you for choosing to sponsor onbikes Pensacola!

Please complete this form and email it to onbikespensacola@gmail.com or mail to 1250 E Fisher St, Pensacola, Florida 32503. For an invoice, please call 850-485-1889. Checks must be made payable to: onbikes Pensacola, Inc.

Please email an .eps version of your logo to onbikespensacola@gmail.com. Sponsorship must be received by October 23, 2020 in order to be included on event merchandise and signage.

Your Name: _____

Company/Organization Name: _____

Mailing address: _____

Email address: _____

Phone number: _____

Website/Facebook URL: _____

Special Instructions: _____

Authorized Signature: _____

onbikes Pensacola, Inc. is an IRS 501(c)(3) charitable organization under Section 501(c)3 of the Internal Revenue Code. A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE. onbikes Pensacola, Inc. Solicitations of Contributions I.D. CH49029

onbikes Pensacola, Inc. 1250 E Fisher St, Pensacola, Florida 32503 tel: 850.485-1889 email: onbikespensacola@gmail.com **PLEASE NOTE: Sponsorships must be received by October 23, 2020 in order to be included on event merchandise and signage.**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18679 **County Administrator's Report 10. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/01/2020
Issue: Out-of-County Travel
From: Robert Bender, District 4 Commissioner
Organization: Commissioner, District 4
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Out-of-County Travel to Attend Visit Pensacola's Focus Group Meeting in Atlanta, Georgia - Commissioner Robert Bender, District 4

That the Board authorize Out-of-County travel for Commissioner Robert Bender to attend Visit Pensacola's Focus Group meeting in Atlanta, Georgia, on Tuesday, October 6, 2020. The only expenditure associated with this trip would be airfare.

BACKGROUND:
Visit Pensacola commissioned a research study to determine the Unique Emotional Positioning of our destination. Part of this study is a series of Focus Groups in key markets including Dallas, Houston, Nashville, and Atlanta. The goal is to identify the emotions that visitors associate with Pensacola so that Visit Pensacola can incorporate the information into their marketing. This study is extremely important now since the Pensacola Bay Bridge was damaged by a barge during Hurricane Sally.

BUDGETARY IMPACT:
Airfare is the only expenditure that Comr. Bender is requesting reimbursement on.

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This request is in compliance with the Board's policy on Out-of-County Travel, Section I, Part C, Item Number 4.

IMPLEMENTATION/COORDINATION:

Comrmissioner Robert Bender will be making the necessary travel arrangements for this trip.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18376 **County Administrator's Report 10. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/01/2020
Issue: Contract Awards for Custodial Services for Various County Facilities
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Awards for Custodial Services for Various County Facilities - Cassie Boatwright, Director, Facilities Management and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the award of Multiple Awards Contracts for PD 19-20.092, Re-Solicit Custodial Services for Various County Facilities, for a term of three years with the option for two additional 12-month renewals, for a total of 60 months, and authorize the County Administrator to sign all documents related to the Agreements between Escambia County and each of the following contractors:

- 3H Service System, Inc.
- Eagle Cleaning Service, Inc.
- New World Cleaning, LLC

This Solicitation was submitted via Vendor Registry to 133 Registrants representing 101 Firms. The Solicitation viewed by 50 firms and downloaded by 47. Bid responses were received from nine firms.

NON-ADA-COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Bid Response from 3H Service Systems, Inc.
- Bid Response from Eagle Janitorial Service, Inc.
- Bid Response from New World Cleaning, LLC

ADDITIONAL DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Agreement with 3H Service Systems, Inc.
- Agreement with Eagle Janitorial Service, Inc.

- Agreement with New World Cleaning, LLC
- Budgetary Impact

BACKGROUND:

On August 21, 2020, Solicitation PD 19-20.092, Re-Solicit Custodial Services for Various County Facilities, was issued via Vendor Registry to 133 Registrants representing 101 Firms. The Solicitation viewed by 50 firms and downloaded by 47. Bid responses were received from nine firms.

The Selection Committee recommends the following firms service the following locations:

Zone	Vendor
1.	3H Service Systems, Inc.
2.	3H Service Systems, Inc.
3.	3H Service Systems, Inc.
4.	New World Cleaning, LLC
5.	Eagle Janitorial Service, Inc.
6.	New World Cleaning, LLC
7.	Eagle Janitorial Service, Inc.
8.	New World Cleaning, LLC
9.	Eagle Janitorial Service, Inc.
10.	Eagle Janitorial Service, Inc.
11.	3H Service Systems, Inc.

BUDGETARY IMPACT:

Budgetary Impact to be provided under separate cover.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreements were prepared by Senior Assistant County Attorney Kristin Hual.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

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:

The Office of Purchasing will issue the Agreements and Purchase Orders. The Facilities Department will be the Contract Administrator.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18686 **County Administrator's Report 10. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/01/2020
Issue: Residential Rehab Grant Program Funding and Lien Agreements
From: CLARA LONG, Department Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

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

That the Board ratify the following October 1, 2020, 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 Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Property Owner:

Property Owner	Address	Fund	Cost Center	Improvement	Amount	Homestead
James B. & Jill S. Amos	9016 Chemstrand Rd	151	Ensley-370119	Roof Replacement	$5,970	YES
John W. & Kelly A. Gilkerson	121 Gilliland Rd	151	Warrington-370114	Roof Replacement	$6,000	YES
William B. Johnson	1 Glendower Ct	151	Warrington-370114	Roof Replacement	$5,149	YES
Maureen B. McBride	321 Chattman St	151	Warrington-370114	Roof Replacement	$5,550	YES

Paul J. Oeding & Ann Yarbrough	9024 Bellington Rd	151	Ensley-370119	Window Replacement	$6,000	YES
Patricia J. Page	217 NW Syrcle Dr	151	Warrington-370114	Roof Replacement	$2,600	YES
Danny J. & Sydney K. Spink	923 Mills Ave	151	Warrington-307114	Sanitary Sewer Connection & Roof Replacement	$4,550	YES

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 provided.

On October 1, 2020, 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:

Property Owner	Address	Fund	Cost Center	Improvement	Amount	Homestead
James B. & Jill S. Amos	9016 Chemstrand Rd	151	Ensley-370119	Roof Replacement	$5,970	YES
John W. & Kelly A. Gilkerson	121 Gilliland Rd	151	Warrington-370114	Roof Replacement	$6,000	YES
William B. Johnson	1 Glendower Ct	151	Warrington-370114	Roof Replacement	$5,149	YES
Maureen B. McBride	321 Chattman St	151	Warrington-370114	Roof Replacement	$5,550	YES

Paul J. Oeding & Ann Yarbrough	9024 Bellington Rd	151	Ensley-370119	Window Replacement	$6,000	YES
Patricia J. Page	217 NW Syrcle Dr	151	Warrington-370114	Roof Replacement	$2,600	YES
Danny J. & Sydney K. Spink	923 Mills Ave	151	Warrington-307114	Sanitary Sewer Connection & Roof Replacement	$4,550	YES

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_AMOS_Oct2020
Agreements_Gilkerson_OCT2020
Agreements-Johnson_Oct2020
Agreements-McBride_Oct2020
Agreements-Yarbrough_Oct2020
Agreements_Page_Oct2020
Agreements_Spink_Oct2020

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **1st** day of **October 2020,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **James B. and Jill S. Amos,** (the "Recipient(s)"), owner of residential property located at **9016 Chemstrand Road,** 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 **$5,970**, 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 **$5,970**, which shall be comprised of a cash contribution of **$5,970**.

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 **1st** day of **October 2020**, and the Project shall be complete on or before the **1st** day of **January 2021**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient(s):
James B. and Jill S. Amos
9016 Chemstrand Road
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: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipients:

_____
James B. Amos, Property Owner

_____
Jill S. Amos, Property Owner

Approved as to form and legal sufficiency.
By/Title: _____
Date: 8/25/20

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (__) online notarization, this 27th day of August, 2020 by James B. Amos, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (__) online notarization this 27th day of August, 2020 by Jill S. Amos, 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): **James B. and Jill S. Amos**
Property Address: **9016 Chemstrand Road, Pensacola, Florida, 32514**

The "Project" includes the following improvement to the above referenced property:

Replacement roof.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
James B. Amos and Jill S. Amos Husband and Wife	**9016 Chemstrand Road Pensacola, FL 32514**	**12-1S-30-4101-009-003**

Total Amount of Lien **$5,970**

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 two (2) years 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 two (2) 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 two (2) years 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 two (2) years 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 two (2) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

JAMES ~~John~~ B. Amos, Property Owner

Jill S. Amos, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (__) online notarization, this 27th day of August, 2020 by ~~John~~ James B. Amos, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (__) online notarization this 27th day of August, 2020 by Jill S. Amos, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers 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: _____
Steven Barry, 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: 8/25/20

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 8/24/20)



Replacement Roof

9016 Chemstrand – James B. and Jill S. Amos

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **1st** day of **October 2020,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **John W. and Kelly A. Gilkerson,** (the "Recipient(s)"), owner of residential property located at **121 Gilliland Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$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 **1st** day of **October 2020**, and the Project shall be complete on or before the **1st** day of **January 2021**, (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):
John W. and Kelly A. Gilkerson
121 Gilliland Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipients:

_____
John W. Gilkerson, Property Owner

_____
Kelly A. Gilkerson, Property Owner

Approved as to form and legal sufficiency.

By/Title: _____
Date: 8/12/20

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (__) online notarization, this Aug day of 21, 2020 by John W. Gilkerson, Property Owner. He (__) is personally known to me or (✓) has produced Florid License as identification.

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (__) online notarization this Aug day of 21, 2020 by Kelly A. Gilkerson, Property Owner. She (__) is personally known to me or (✓) has produced Florida License as identification.

_____
Signature of Notary Public

_____
Printed Name of Notary Public

(Notary Seal)

KATHY THOMPSON
NOTARY PUBLIC
HARFORD COUNTY
MARYLAND
My Comm. Expires May 16, 2023

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **John W. and Kelly A. Gilkerson**
Property Address: **121 Gilliland Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement roof.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
John W. Gilkerson and Kelly A. Gilkerson Husband and Wife	**121 Gilliland Road Pensacola, FL 32507**	**50-2S-30-6090-524-024**

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 two (2) years 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 two (2) 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 two (2) years 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 two (2) years 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 two (2) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

John W. Gilkerson, Property Owner

Kelly A. Gilkerson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (__) online notarization, this Aug day of 21, 2020 by John W. Gilkerson, Property Owner. He (__) is personally known to me or (✓) has produced Florida Lic as identification.

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (__) online notarization this Aug day of 21, 2020 by Kelly A. Gilkerson, Property Owner. She (__) is personally known to me or (___) has produced Florida Lic as identification.

Signature of Notary Public

Kathy Thompson
Printed Name of Notary Public

(Notary Seal)

KATHY THOMPSON
NOTARY PUBLIC
HARFORD COUNTY
MARYLAND
My Comm. Expires May 16, 2023

For: **Board of County Commissioners of Escambia County**

By: _____
Steven Barry, 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: 8/11/20

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 8/3/20)



Replacement Roof

121 Gilliland Road – John W. and Kelly A. Gilkerson

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **1st** day of **October 2020,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **William B. Johnson,** (the "Recipient"), owner of residential property located at **1 Glendower Court,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$5,149**, 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 **$5,149**, which shall be comprised of a cash contribution of **$5,149**.

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 **1st** day of **October 2020**, and the Project shall be complete on or before the **1st** day of **January 2021**, (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):
William B. Johnson
1 Glendower Court
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

_____
William B. Johnson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (__) online notarization, this 13th day of August, 2020 by William B. Johnson, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal) MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

Approved as to form and legal sufficiency.

By/Title: _____
Date: 8/11/20

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **William B. Johnson**
Property Address: **1 Glendower Court, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement roof.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
William B. Johnson	**1 Glendower Court**	**50-2S-30-6090-173-010**
A Married Man	**Pensacola, FL 32507**	

Total Amount of Lien **$5,149**

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 two (2) years 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 two (2) 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 two (2) years 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 two (2) years 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 two (2) 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:

William B. Johnson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (__) online notarization, this 13th day of August, 2020 by William B. Johnson, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

(Notary Seal)

MAXWELL ROGERS
Notary Public – State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
Steven Barry, 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: 8/11/20

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 8/6/20)



Replacement Roof

1 Glendower Court – William B. Johnson

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **1st** day of **October 2020,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Maureen B. McBride,** (the "Recipient"), owner of residential property located at **321 Chattman Street,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$5,550**, 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 **$5,550**, which shall be comprised of a cash contribution of **$5,550**.

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 **1st** day of **October 2020**, and the Project shall be complete on or before the **1st** day of **January 2021**, (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):
Maureen B. McBride
321 Chattman Street
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Maureen B McBride
Maureen B. McBride, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (__) online notarization, this 28th day of August, 2020 by Maureen B. McBride, Property Owner. She (✓) is personally known to me or (__) has produced _____ as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

Approved as to form and legal sufficiency.

By/Title: _____
Date: 8/28/20

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Maureen B. McBride**
Property Address: **321 Chattman Street, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement roof.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Maureen B. McBride	**321 Chattman Street**	**51-2S-30-7060-040-009**
An Unmarried Woman	**Pensacola, FL 32507**	

Total Amount of Lien **$5,550**

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 two (2) years 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 two (2) 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 two (2) years 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 two (2) years 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 two (2) 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:

Maureen B. McBride

Maureen B. McBride, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (__) online notarization, this 28th day of August, 2020 by Maureen B. McBride, Property Owner. She (✓) is personally known to me or (___) has produced _____ as identification.

(Notary Seal)

MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

Signature of Notary Public

Maxwell Rogers

Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____

Steven Barry, 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: 8/28/20

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 8/28/20)



Replacement Roof

321 Chattman Street – Maureen McBride

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **1st** day of **October 2020,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Paul J. Oeding and Ann Yarbrough,** (the "Recipient(s)"), owner of residential property located at **9024 Bellington Road,** Pensacola, Florida, **32534**.

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 **1st** day of **October 2020**, and the Project shall be complete on or before the **1st** day of **January 2021**, (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):
Paul J. Oeding and Ann Yarbrough
9024 Bellington Road
Pensacola, FL 32534

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: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipients:

_____
Paul J. Oeding, Property Owner

_____
Ann Yarbrough, Property Owner

Approved as to form and legal sufficiency.

By/Title: _____
Date: 8/13/20

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (__) online notarization, this 19th day of August, 2020 by Paul J. Oeding, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (__) online notarization this 19th day of August, 2020 by Ann Yarbrough, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal) MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Paul J. Oeding and Ann Yarbrough**
Property Address: **9024 Bellington Road, Pensacola, Florida, 32534**

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.
Paul J. Oeding and Ann Yarbrough Husband and Wife, Joint tenants with right of survivorship	**9024 Bellington Road Pensacola, FL 32534**	**11-1S-30-1100-002-004**

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 two (2) years 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 two (2) 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 two (2) years 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 two (2) years 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 two (2) 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):

Paul J. Oeding, Property Owner

Ann Yarbrough, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (__) online notarization, this 19th day of August, 2020 by Paul J. Oeding, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (__) online notarization this 19th day of August, 2020 by Ann Yarbrough, 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: _____
Steven Barry, 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: 8/18/20

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 8/11/20)



Replacement windows

9024 Bellington Road – Paul J. Oeding and Ann Yarbrough

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **1st** day of **October 2020,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Patricia J. Page,** (the "Recipient"), owner of residential property located at **217 Northwest Syrcle Drive,** 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 **$2,600**, 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 **$2,600**, which shall be comprised of a cash contribution of **$2,600**.

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 **1st** day of **October 2020**, and the Project shall be complete on or before the **1st** day of **January 2021**, (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):
Patricia J. Page
217 Northwest Syrcle Drive
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

_____
Patricia J. Page, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (__) online notarization, this 28th day of August, 2020 by Patricia J. Page, Property Owner. She (✓) is personally known to me or (__) has produced _____ as identification.

MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

(Notary Seal)

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: _____
Date: 8/28/20

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Patricia J. Page**
Property Address: **217 Northwest Syrcle Drive, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement roof.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Patricia J. Page	**217 Northwest Syrcle Drive**	**50-2S-30-6090-224-012**
A Divorced and	**Pensacola, FL 32507**	
Un-remarried Woman		

Total Amount of Lien **$2,600**

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 two (2) years 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 two (2) 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 two (2) years 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 two (2) years 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 two (2) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Patricia J. Page, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (__) online notarization, this 28th day of August, 2020 by Patricia J. Page, Property Owner. She (✓) is personally known to me or (__) has produced _____ as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)
MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

For: **Board of County Commissioners of Escambia County**

By: _____
Steven Barry, 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: 8/28/20

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 8/28/20)



Replacement Roof

217 NW Syrcle Drive – Patricia J. Page

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **1st** day of **October 2020,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Danny J. and Sydney K. Spink,** (the "Recipient(s)"), owner of residential property located at **923 Mills 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 **$4,550**, 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 **$4,550**, which shall be comprised of a cash contribution of **$4,550**.

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 **1st** day of **October 2020**, and the Project shall be complete on or before the **1st** day of **January 2021**, (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):
Danny J. and Sydney K. Spink
923 Mills 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: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipients:

_____
Danny J. Spink, Property Owner

_____
Sydney K. Spink, Property Owner

Approved as to form and legal sufficiency.
By/Title: _____
Date: 8/25/20

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (__) online notarization, this 31st day of August, 2020 by Danny J. Spink, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (__) online notarization this 31st day of August, 2020 by Sydney K. Spink, 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): **Danny J. and Sydney K. Spink**
Property Address: **923 Mills Avenue, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Sanitary sewer connection and replacement roof.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Danny J. Spink and Sydney K. Spink Husband and Wife	**923 Mills Avenue Pensacola, FL 32507**	**35-2S-31-1000-023-159**

Total Amount of Lien **$4,550**

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 two (2) years 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 two (2) 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 two (2) years 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 two (2) years 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 two (2) 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):

Danny J. Spink, Property Owner

Sydney K. Spink, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (__) online notarization, this 31st day of August, 2020 by Danny J. Spink, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (__) online notarization this 31st day of August, 2020 by Sydney K. Spink, 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: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: K. Edwards ACA
Date: 8/25/20

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 8/11/20)



Sanitary sewer connection and replacement roof

923 Mills Avenue – Danny J. and Sydney K. Spink

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18687 **County Administrator's Report 10. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/01/2020
Issue: Cancellation of Residential Rehab Grant Program Liens
From: CLARA LONG, Department Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

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

That the Board ratify the following October 1, 2020, 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
Thomas M. & Cynthia K. Kidder	6242 Appomattox Dr.	$4,350
Diana A. Rittenhouse	6234 Appomattox Dr.	$4,800
James L. & Colleen C. Vinson	7627 Las Vegas Ln.	$2,750
Robert F. & Carolyn A. Wilson	428 S. 1st St.	$430

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:

Property Owners	Address	Amount
Thomas M. & Cynthia K. Kidder	6242 Appomattox Dr.	$4,350
Diana A. Rittenhouse	6234 Appomattox Dr.	$4,800
James L. & Colleen C. Vinson	7627 Las Vegas Ln.	$2,750
Robert F. & Carolyn A. Wilson	428 S. 1st St.	$430

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_Kidder_Oct2020
LienCX_Rittenhouse_Oct2020
LienCX_Vinson_Oct2020
LienCX_Wilson_Oct2020

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$4,350** executed by **Thomas M. Kidder and Cynthia K. Kidder**, and recorded in Official Record Book **8164** at page **1094** 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: _____
Steven Barry, 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: 8/31/20

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County Clerk's Original

8/1/2019 CAR II-1

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019081023 9/13/2019 3:09 PM
OFF REC BK: 8164 PG: 1094 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Thomas M. Kidder and Cynthia K. Kidder Husband and Wife	**6242 Appomattox Drive Pensacola, FL 32503**	**28-1S-30-4200-024-006**

Total Amount of Lien **$4,350**

Verified By: Date: 8/15/19

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 Recipients:

Thomas M. Kidder

Thomas M. Kidder, Property Owner

Cynthia K. Kidder

Cynthia K. Kidder, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of June, 2019 by Thomas M. Kidder, Property Owner. He (__) is personally known to me or (✓) has produced FL DL expired as identification.

The foregoing instrument was acknowledged before me this 10th day of June, 2019 by Cynthia K. Kidder, Property Owner. She (__) is personally known to me or (✓) has produced FLDL exp 7-6-26 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

For: **Board of County Commissioners of Escambia County**

By: Lumon J. May

Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court
SEAL

By: Deputy Clerk

Date Executed: 8/1/2019

BCC Approved: 8/1/2019

Approved as to form and legal sufficiency.

By/Title:

Date: 6/3/19

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Oakfield District

Thomas M. and Cynthia K. Kidder

6242 Appomattox Drive

Total Electrical Rewiring Upgrade

Project Total $8,700

Grant Total $4,350



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$4,800** executed by **Diana A. Rittenhouse**, and recorded in Official Record Book **8164** at page **1096** 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: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: K. Walsack
Date: 8/31/20

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County Clerk's Original

8/1/2019 CAPT-1

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019081024 9/13/2019 3:09 PM
OFF REC BK: 8164 PG: 1096 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Diana A. Rittenhouse	**6234 Appomattox Drive**	**28-1S-30-4200-025-006**
An Unmarried Widow	**Pensacola, FL 32503**	

Date: 8/5/19 Verified By:

Total Amount of Lien **$4,800**

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 Recipients: Diana A. Rittenhouse

Diana A. Rittenhouse, Property Owner

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of June, 2019 by Diana A. Rittenhouse, Property Owner. She (__) is personally known to me or (✓) has produced FL DL 7-26-21 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
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court
SEAL
By: Deputy Clerk

Date Executed: 8/1/2019

BCC Approved: 8/1/2019

Approved as to form and legal sufficiency.
By/Title:
Date: 6/24/19

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Oakfield District

Diana A. Rittenhouse

6234 Appomattox Drive

Replacement Roof

Project Total $9,600

Grant Total $4,800



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$2,750** executed by **James L. and Colleen C. Vinson**, and recorded in Official Record Book **8158** at page **42** 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: _____
Steven Barry, 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: 8/31/20

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County Clerk's Original

8/1/2019 CAPTII-1

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019077260 9/4/2019 3:37 PM
OFF REC BK: 8158 PG: 42 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
James L. and Colleen C. Vinson Husband and Wife	**7627 Las Vegas Lane Pensacola, FL 32534**	**21-1S-30-1127-000-008**

Verified by [signature] Date: 8/5/19

Total Amount of Lien **$2,750**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

James L. Vinson, Property Owner

Colleen C. Vinson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of July, 2019 by James L. Vinson, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 2nd day of July, 2019 by Colleen C. Vinson, 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

SEAL

By: _____
Deputy Clerk

Date Executed: 8/1/2019

BCC Approved: 8/1/2019

Approved as to form and legal sufficiency.

By/Title:
Date: 6/27/19

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



Ensley District

James L. and Colleen C. Vinson

7627 Las Vegas Lane

Replacement Roof

Project Total $5,500

Grant Total $2,750



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$430** executed by **Robert F. and Carolyn A. Wilson**, and recorded in Official Record Book **8172** at page **1749** 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: _____
Steven Barry, 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: 8/31/20

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

8/1/2019 CAPII-1

CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019085688 9/27/2019 2:17 PM
OFF REC BK: 8172 PG: 1749 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program

Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Robert F. and Carolyn A. Wilson Husband and Wife	**428 South First Street Pensacola, FL 32507**	**51-2S-30-7062-033-034**

Date: 8/15/19 Verified By

Total Amount of Lien **$430**

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):

Robert F. Wilson

Robert F. Wilson, Property Owner

Carolyn A. Wilson

Carolyn A. Wilson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of June, 2019 by Robert F. Wilson, Property Owner. He (✓) is personally known to me or (___) has produced _____ as identification.

The foregoing instrument was acknowledged before me this 19th day of June, 2019 by Carolyn A. Wilson, Property Owner. She (✓) is personally known to me or (___) has produced _____ as identification.

(Notary Seal)

MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through Natural 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

Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

SEAL

By: D.C. DeLaney-Bibee
Deputy Clerk

Date Executed: 8/1/2019

BCC Approved: 8/1/2019

Approved as to form and legal sufficiency.

By/Title: [illegible]
Date: 6/18/19

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



Warrington District

Robert F. and Carolyn A. Wilson

428 South First Street

Replacement Windows

Project Total $860

Grant Total $430



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18688 **County Administrator's Report 10. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/01/2020
Issue: Residential Roof Program Funding and Lien Agreements
From: CLARA LONG, Department Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Roof Program Funding and Lien Agreements - Clara Long, Neighborhood & Human Services Department Director

That the Board ratify the following October 1, 2020, 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 Roof Program Funding and Lien Agreements:

A. Approving the Residential Roof Program Funding and Lien Agreements between Escambia County CRA and Property Owners:

Property Owner	Address	Fund	Cost Center	Improvement	Amount
Robert Frank Laster & Mellissa Renae Hale	2202 W. Blount St.	151	Brownsville CRA- 370113	Roof Replacement	$10,360

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 Roof Grant program is to provide improvements to low-income residents with replacement of damaged roofs which in term will upgrade the appearance, property values, and economic activity for residential properties within the designated Palafox and Englewood CRA areas. The Scope of Work included but not limited to removal of all existing shingles, rotten wood, underlayment and drip-edge to expose decking, and inspect vent boots. Repair degraded and damaged decking, replace underlayment, new drip edge and install architectural shingles. Additional improvements may or may not include

replacing soffits, fascias, rafters, and vents. A rendering of each project is provided.

On October 1, 2020, 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:

Property Owner	Address	Fund	Cost Center	Improvement	Amount
Robert Frank Laster & Mellissa Renae Hale	2202 W. Blount St.	151	Brownsville CRA- 370113	Roof Replacement	$10,360

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_LasterHale_Oct2020

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL ROOF PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **1st** day of **October ,** by and between the ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, acting in its capacity as the Escambia County Community Redevelopment Agency, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Robert Frank Laster and Mellissa Renae Hale,** (the "Recipient"), owner(s) of residential property located at **2202 W. Blount Street,** Pensacola, Florida, **32505.**

WITNESSETH:

WHEREAS, the CRA has established the **Residential Roof Funding Program** (the "Program") to provide funding to qualified property owners for roofing projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for funding of the roofing project described in **EXHIBIT 1** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program funding to be provided for the benefit of 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 true and correct and incorporated by reference in this Agreement.

2. **Residential Roof Program.** The CRA will pay a total amount of **$10,360** on behalf of the Recipient to the roofing contractor selected to complete the Project described in **EXHIBIT 1**. In consideration for the funds provided by the CRA, the Recipient shall execute the Lien Agreement attached to this Agreement as **EXHIBIT 2**.

3. **Project.** The Project funded by this Agreement is defined in **EXHIBIT 1.**

4. **Term.** This Agreement will terminate after five years from the date that the Lien Agreement is recorded in the public records.

5. **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.

6. **Termination.** The CRA may terminate this Agreement if Recipient breaches any of its terms and provisions. A breach shall include, but not be limited to, the Recipient's failure to reside on the property as their principal residence for five years following the date

that the Lien Agreement is recorded in the public records, or conveyance of any interest in the Property, including but not limited to sale, lease, or mortgage, within five years after the date that the Lien Agreement is recorded in the public records.

7. **Notice of Termination.** The CRA will provide the Recipient with written notice of a breach and any 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 notice.

8. **Subsequent to Termination.** The CRA will provide the Recipient a written notice confirming termination of the Agreement. Within thirty (30) days of receipt of the termination notice, the Recipient shall submit a cashier's check to the CRA for the total amount of the funds disbursed under this Agreement.

9. **Inspector.** The CRA may place an inspector on the property during the Project to ensure proper expenditure of the funds provided under this Agreement. The CRA does not assume any liability for the quality of the work performed or injuries incurred during the Project.

10. **Payment Process.** When the Project is completed, the CRA will disburse the funds directly to the roofing contractor. The CRA will not disburse any funds for unauthorized goods, services, or equipment other than those described in **EXHIBIT 1**.

11. **Public Records.** The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents will be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. If the Recipient fails to comply with the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement.

12. **Audit.** The CRA or the Clerk of the Circuit Court/Finance Division may audit or review any records or documents related to this Agreement.

13. **Amendments.** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

14. **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:
Robert Frank Laster
Mellissa Renae Hale
2202 W. Blount Street
Pensacola, Florida 32505

All notices shall be sent by certified mail, return receipt requested.

15. **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.

16. **No Waiver.** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

17. 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.

18. 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.

19. 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.

20. 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.

Escambia County Community Redevelopment Agency acting by and through the Escambia County Board of County Commissioners

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

_____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Robert Frank Laster, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or online notarization, this 1st day of September, 2020 by **Robert Frank Laster**, Property Owner. He/She (__) is personally known to me or (✓) has produced FL Drivers License as identification.

FL DL: L236-766-61-215-0

MEGAN TRINARIAN POLK
Notary Public - State of Florida
Commission # GG 944672
My Comm. Expires Jan 6, 2024
Bonded through National Notary Assn.

(Notary Seal)

Signature of Notary Public

Megan Trinarian Polk
Printed Name of Notary Public

For Recipient:

Mellissa Renae Hale, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or online notarization, this 1st day of September, 2020 by **Mellissa Renae Hale**, Property Owner. He/She (__) is personally known to me or (✓) has produced FL Drivers License as identification.

FL DL: H400-556-08-791-0

MEGAN TRINARIAN POLK
Notary Public - State of Florida
Commission # GG 944672
My Comm. Expires Jan 6, 2024
Bonded through National Notary Assn.

(Notary Seal)

Signature of Notary Public

Megan Trinarian Polk
Printed Name of Notary Public

EXHIBIT 1

RESIDENTIAL ROOF PROGRAM PROJECT

Property Owner(s): **Robert Frank Laster and Mellissa Renae Hale**
Property Address: **2202 W. Blount Street, Pensacola, Florida 32505**

The “Project” includes the following improvement to the above referenced property:

Roof Replacement

EXHIBIT 2

Escambia County Community Redevelopment Agency
Residential Roof Funding Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Robert Frank Laster **An Unmarried Man** **Mellissa Renae Hale** **An Unmarried Woman**	**2202 W. Blount Street** **Pensacola, Florida 32505**	**30-2S-30-1002-003-009**

Total Amount of Lien **$10,360**

I, the undersigned owner of the residential property referenced above, more particularly described in the **Quit Claim Deed** recorded in Official Record Book **7958** at page **1290** of the public records of Escambia County, Florida, agree that the improved residential property will continue to be used as my primary residence for a period of not less than five (5) years from the date this lien agreement is recorded in the public records.

The amount secured by this lien shall be due and payable in total for a period of five (5) years 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 Roof Funding Program,** and five (5) years subsequent to the recording of the Lien Agreement in the public records, this lien shall depreciate to zero (0). I understand that this lien will not be subordinated under any circumstances.

If the property is sold or if ownership or possession or any interest in the Property is otherwise conveyed, or if the funding agreement executed concurrently with this Lien Agreement is terminated prior to the expiration of five (5) years, I agree that I or my successors or assigns will repay the total amount of the residential roof funds secured by this lien.

For Recipient:

Robert Frank Laster, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or ___ online notarization, this 1st day of September, 2020 by **Robert Frank Laster**, Property Owner. He/She (__) is personally known to me or (✓) has produced FL Drivers License as identification.

FL Drivers License: L236-766-61-215-0

MEGAN TRINARIAN POLK
Notary Public - State of Florida
Commission # GG 944672
My Comm. Expires Jan 6, 2024
Bonded through National Notary Assn.

(Notary Seal)

Signature of Notary Public

Megan Trinarian Polk
Printed Name of Notary Public

For Recipient:

Mellissa Renae Hale, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or ___ online notarization, this 1st day of September, 2020 by **Mellissa Renae Hale**, Property Owner. He/She (__) is personally known to me or (✓) has produced FL Drivers License as identification.

FL DL: H400-556-08-741-0

MEGAN TRINARIAN POLK
Notary Public - State of Florida
Commission # GG 944672
My Comm. Expires Jan 6, 2024
Bonded through National Notary Assn.

(Notary Seal)

Signature of Notary Public

Megan Trinarian Polk
Printed Name of Notary Public

Escambia County Community Redevelopment Agency acting by and through the Escambia County Board of County Commissioners

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: Sept. 2, 2020

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

INCOME-BASED ROOF PROGRAM CONTRACT

THIS CONTRACT is made and entered into by and between **Robert Frank Laster and Melissa Renae Hale** (hereinafter referred to as "Owner"), and **Design Homebuilders Inc.** (hereinafter referred to as "Contractor"), and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

W I T N E S S E T H:

WHEREAS, the County, acting by and through the Community Redevelopment Agency (hereinafter referred to as "CRA"), has established the **Income-Based Roof Program** (hereinafter referred to as the "Program") to provide loans to qualified income eligible property owners to fund repairs to homestead property; and

WHEREAS, the Owner submitted an application with the CRA for a loan to fund certain repairs as provided herein; and

WHEREAS, the Contractor was selected by competitive bid to complete said repairs as provided herein; and

WHEREAS, the parties hereto wish to define their rights and responsibilities as it relates to the Program.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Contract, and other good and valuable consideration, the parties agree as follows:

Section 1. Recitals. The recitals contained in the preamble of this Contract are declared to be true and correct and are hereby incorporated into this Contract.

Section 2. Scope of Work. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the renovation and rehabilitation of the subject property located at **2202 W. Blount Street, Pensacola, Florida 32505** (hereinafter referred to as "Project"), in accordance with the Scope of Work, attached hereto as **Exhibit A**. In the event there is any conflict between the provisions of this Contract and the provisions of any other contract documents, the provisions of this Contract shall in all cases prevail.

Section 3. Contract Amount. In consideration of the faithful performance by Contractor of the covenants in this Contract to the full satisfaction and acceptance of the CRA, the County agrees to pay, or cause to be paid, to Contractor an amount not to exceed the total sum of **$10,460** (hereinafter referred to as the "Contract Amount") for the completion of the Project in accordance with the Scope of Work referenced above.

Section 4. Method of Payment. Contractor may request payments by the submission of a properly executed original invoice with appropriate supporting documentation. Payments will be

made within fifteen (15) calendar days of the date of approval by the Clerk of the Circuit Court. All payments will be provided to the Contractor directly from the Clerk of the Circuit Court's office by mail or direct deposit as determined by the Contractor.

Contractor's acceptance of payments hereunder shall constitute a full waiver of any and all claims by Contractor against the County arising out of this Contract or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final inspection.

The County may decline to approve payment(s), or portions thereof, to such extent as may be necessary in the County's opinion to protect it from loss due to: (a) Defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the work by the Contractor; or (g) any other material breach of the Contract.

All payments under this Contract and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

Section 5. Bonds. If the Contract Amount exceeds $25,000, the Contractor shall provide Performance and Payment Bonds in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

Pursuant to §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page.)

Section 6. Notice to Proceed. The CRA shall issue a written Notice to Proceed to the Contractor within **thirty (30) calendar days** from the date of award. Contractor shall commence

work within **seven (7) calendar days** from the Commencement Date specified in the Notice to Proceed. No work shall be performed at the Project site prior to the Commencement Date.

Section 7. Contract Time and Liquidated Damages. Time is of the essence in the performance of the work under this Contract. The Project shall be complete within **thirty (30) calendar days** from the Commencement Date specified in the Notice to Proceed. Should Contractor fail to complete the Project within the time period noted above, the County shall be entitled to assess, as liquidated damages, but not as a penalty, **$50.00** for each calendar day thereafter until substantial completion is achieved.

The Project shall be deemed to be complete on the date that all required documentation (Contractor Invoice, Contractors Final Payment Affidavit, Final Release and Warranty and Permit/Final Inspection Passed) is received by the County and the CRA certifies in writing that the Project has been completed in accordance with the contract documents so that the Project can be utilized for the purposes for which it is intended. Completion of these items will be required prior to final inspection and issuance of a final Certificate of Payment as provided in **Section 11** below.

Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the actual damages at the time of contracting if Contractor fails to substantially complete the Project in accordance with the progress schedule.

When any period of time is defined by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

Section 8. Delays. Should Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of the Owner's unreasonable interference or other unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the CRA in writing within **forty-eight (48) hours** after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early

completion, as well as to claims based on late completion.

Section 9. Change Orders. After the execution of this Contract, no change in the scope, quantity, or quality of work will be undertaken without the prior written approval of the CRA. Any changes requested by the Owner or Contractor must be submitted in writing to the CRA and must detail all proposed work and cost. The Owner or Contractor's preference shall not be cause for a Change Order. Furthermore, the Contractor shall not be entitled to additional compensation as a result of the Contractor's failure to properly evaluate the extent of the work, as related to the work specifications.

The CRA shall have the right at any time during the progress of the work to increase or decrease the work. After being notified of an authorized change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the work shall be made except upon written order of the CRA, and the County and CRA shall not be liable to the Contractor for any increased compensation without such written order.

A Change Order, in the form attached as **Exhibit C** to this Contract, shall be issued and executed promptly after an agreement is reached between Contractor, Owner, and the CRA concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as the CRA, Owner, and Contractor shall mutually agree. The Owner shall execute a Modification of Mortgage and/or Lien, as appropriate, which coincides with any cost increase or decrease resulting from the Change Order.

Section 10. Project Site Protection. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the work. Upon the completion of the work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy.

Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery shall be protected by Contractor from damage during the prosecution of the work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the work.

Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Section 11. Final Completion. The Contractor shall provide the CRA with written notice that the Project is complete and ready for final inspection, and the CRA shall promptly make such inspection.

After the Project is ready for final inspection by the CRA, the Contractor shall submit to the CRA: (1) a Release and Affidavit in the form attached as **Exhibit D;** (2) if requested by CRA, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract, to the extent and in such form as may be designated by CRA; and (3) Owner's Final Release and Warranty. The CRA reserves the right to inspect the work and make an independent determination as to the work's acceptability.

If the CRA finds the work acceptable and fully performed in accordance with the Contract Documents and upon receiving the documentation described above, the CRA shall promptly issue a final Certificate for Payment, stating that, on the basis of observations and inspections, the work has been completed in accordance with the terms and conditions of the Contract and that any remaining balance due the Contractor is due and payable. If Owner does not consent to sign Homeowner's Final Release and Warranty, the CRA, after documentation of acceptable completion of work and reasonable effort to secure signoff from the Owner, shall cause final Certificate for Payment to be issued to the Contractor.

Section 12. Tests and Inspections. The CRA, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the work, whether performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide CRA with timely notice of readiness of the work for all required inspections, tests or approvals.

If the Contract or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the work to be specifically inspected, tested or approved, the Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish the CRA the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the CRA.

If any work that is to be inspected, tested or approved is covered without written concurrence from the CRA, such work must, if requested by the CRA, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given the CRA timely notice of Contractor's intention to cover the same and the CRA has not acted with reasonable promptness to respond to such notice. If any work is covered contrary to written directions from the CRA, such work must, if requested by the CRA, be uncovered for the CRA's observation and be replaced at Contractor's sole expense.

The CRA, or other County officials as may be designated by the CRA, reserves the right to place inspectors at the Project site in order to ensure proper expenditure of the funds provided under this Contract. 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.

Section 13. Reports. The Contractor shall maintain in a safe place at the Project site one copy of the all documents related to the performance of this Contract, as well as all shop

drawings and other Contractor submittals and all written interpretations and clarifications issued by the CRA, in good order and annotated to show all changes made during construction.

The Contractor shall keep all records and supporting documentation which relate to the work hereunder for a minimum of five (5) years from the date of termination of this Contract or the date the Project is completed, whichever is later. The CRA, the Clerk of the Circuit Court/Finance Division, or any duly authorized agents or representatives of the County, shall have the right to audit, inspect, and copy all such records and documentation relating to this Contract as often as they deem necessary during the period of this Contract and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 14. Defective Work. Work not conforming to the requirements of the Contract shall be deemed Defective Work. If required by the CRA, the Contractor shall either cure all Defective Work, whether or not fabricated, installed or completed, or, if the Defective Work has been rejected by the CRA, remove it from the site and replace it. The Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold the CRA and County harmless for the same.

If the CRA considers it necessary or advisable that covered work be observed by the CRA or inspected or tested by others, the Contractor, at the CRA's request, shall uncover, expose or otherwise make available for observation, inspection or tests as the CRA may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is Defective Work, the Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and the CRA shall be entitled to an appropriate decrease in the Contract Amount. If, however, such work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

If any portion of the work is Defective Work, or the Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the work to conform to the requirements of the Contract, the CRA may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the CRA to stop the work shall not give rise to any duty on the part of the CRA to exercise this right for the benefit of the Contractor or any other party.

Should the CRA determine, at its sole opinion, it is in the County's best interest to accept Defective Work, the CRA may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the CRA's evaluation of and determination to accept Defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such Defective Work, incorporating the necessary revisions in the Contract and reflecting an appropriate decrease in the Contract Amount. If the CRA accepts such

Defective Work after final payment, Contractor shall promptly pay CRA an appropriate amount to adequately compensate for its acceptance of the Defective Work.

If Contractor fails, within a reasonable time after the written notice from the CRA, to correct Defective Work or to remove and replace rejected Defective Work as required by the CRA, or if Contractor fails to perform the work in accordance with the Contract, or if Contractor fails to comply with any of the provisions of the Contract, the CRA may, after **seven (7) calendar days'** written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, the CRA may exclude Contractor from any or all of the Project site, take possession of all or any part of the work, and suspend the Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the work all materials and equipment stored at the Project site or for which the CRA has paid the Contractor but which are stored elsewhere. The Contractor shall allow the CRA, and its respective representatives, agents, and employees such access to the Project site as may be necessary to enable the CRA to exercise the rights and remedies under this Section. All direct, indirect and consequential costs of the CRA in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or other property destroyed or damaged by correction, removal or replacement of Contractor's Defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributable to the exercise of the CRA's rights and remedies hereunder.

Section 15. Termination.

15.1 Termination for Contractor's Default. The Contractor shall be considered in material default of the Contract and such default shall be considered cause for the CRA to terminate the Contract, in whole or in part, as further set forth in this Section, if the Contractor: (a) fails to begin the work within the time specified herein; or (b) fails to properly and timely perform the work as directed by the CRA; or (c) performs the work unsuitably or neglects or refuses to remove materials or to correct or replace such work as may be rejected as unacceptable or unsuitable; or (d) discontinues the prosecution of the work; or (e) fails to resume work that has been suspended within a reasonable time after being notified to do so; or (f) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (g) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (h) makes an assignment for the benefit of creditors; or (i) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the work; or (j) materially breaches any other provision of the Contract.

The CRA shall notify Contractor in writing of Contractor's default(s). If the CRA determines that Contractor has not remedied and cured the default(s) within **seven (7) calendar days** following receipt by Contractor of said written notice of default, the County may terminate Contractor's right to proceed under the Contract, in whole or in part, and take possession of all or any portion

of the work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's work by whatever means, method or agency which County, in its sole discretion, may choose.

If the CRA deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by the County incident to such completion shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, the Contractor agrees to pay promptly to the County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment, shall survive termination of the Contract.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the work hereunder.

If, after notice of termination of the Contractor's right to proceed pursuant to this Section, it is determined for any reason that the Contractor was not in default, or that its default was excusable, or that the County is not entitled to the remedies against Contractor provided herein, then the Contractor's remedies against the County shall be the same as and limited to those afforded Contractor below.

15.2 Termination for Owner's Default. The Owner shall be considered in material default of the Contract, and such default shall be considered cause for County to terminate the Contract, if the Owner: (a) cancels the Project after the Owner's Right to Rescind has expired; (b) fails to allow necessary ingress and egress on the subject property; (c) if applicable, fails to timely vacate the premises prior to the Project Commencement Date; (d) otherwise obstructs or delays the prosecution of or completion of the work; or (e) materially breaches any other provision of the Contract.

The CRA shall notify Owner in writing of Owner's default. If the CRA determines that the Owner has not remedied and cured the default within **seven (7) calendar days** following receipt of said written notice of default then the Contract may be terminated by the County.

Any Project costs incurred prior to the date of termination or Project funding paid on the Owner's behalf, including, but not limited to, temporary relocation payment, moving/storage payment, title

search fee, procurement costs, permit fees, work completed by the Contractor as of the date of termination, and costs incurred for special order materials, shall be repaid to the County by the Owner. Within **thirty (30) calendar days** of receipt of the notice of termination, the Owner shall submit a cashier's check to the County for the total amount of any costs incurred or funds disbursed under this Contract through the date of Owner's termination. If Owner fails to return such funds, the County may initiate legal action to recover the total amount expended.

15.3 Termination for Convenience. The County shall have the right to terminate this Contract without cause upon **seven (7) calendar days'** written notice of termination to the Contractor and Owner. In the event of such termination for convenience, Contractor's recovery against the County shall be limited to that portion of the Contract Amount earned through the date of termination, but the Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, damages or any anticipated profit on portions of the work not performed. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.4 Termination for Lack of Funding. The parties acknowledge that this Contract is based upon the availability of Tax Increment Financing (TIF) funds, pursuant to F.S. Chapter 163, the Community Redevelopment Act, and the County reserves the right to cancel same upon providing **seven (7) calendar days'** written notice to the Contractor and Owner should funding cease to be available. In the event of such termination for lack of funding, the Contractor will be paid for the work completed as of the contract termination date. The Owner shall not be liable for any Project costs incurred through the date of termination.

15.5 Notice of Suspension. The County shall have the right to suspend all or any portions of the work upon providing the Contractor **two (2) calendar days'** written notice of such suspension. If all or any portion of the work is so suspended, the Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Contract with respect to that portion of the work which is subject to the ordered suspension.

Section 16. Indemnification. To the extent permitted by law, the Contractor and Owner covenant and agree to, and do hereby indemnify and hold harmless and defend the County, CRA, and the State of Florida and their agents, directors, and employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of this Contract or the work to be performed hereunder.

Section 17. Insurance. The Contractor and any subcontractors who may perform work in connection with this Project are 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 or proof of exemption.

If the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

The 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 **thirty (30) calendar days'** notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 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.

Neither the Contractor nor any subcontractor shall commence work under this Contract until all insurance required under this section has been secured and such insurance has been approved by the CRA.

Section 18. Subcontracts. The Contractor may subcontract work under this Contract with the prior written consent of the County. Regardless of any subcontract, the Contractor shall remain responsible for all work performed under this Contract. The Contractor agrees to be responsible for the fulfillment of all work included in any subcontract and further agrees to be responsible for payment of all monies due to under any subcontract. It is understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred by Contractor under a subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

Section 19. Independent Contractor Status. In the performance of this Contract hereunder, the Contractor and Owner shall be independent contractors. Neither the Contractor nor Owner shall hold itself out as an employee, agent or servant of the County; and neither shall have the power or authority to bind the County in any promise, agreement or representation, other than

as specifically provided in this Contract or as may be expressly provided hereafter in writing by an authorized official of the County.

Section 20. Warranty. The Contractor hereby guarantees the improvements detailed in the Scope of Work, attached hereto as **Exhibit A**, for a period of five (5) years from the date of final inspection and acceptance of all work performed pursuant to this Contract. Should any defects arise during that period, the Owner shall provide written notice to the Contractor and CRA.

It is further agreed that the Contractor will obtain and assign to the Owner, c/o the County, all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

Section 21. Utilities. The Owner will permit the Contractor to use at no extra cost, existing utilities such as lights, electrical power, and water necessary to complete the Project.

Section 22. Owner's Responsibilities. The Owner shall at all times cooperate with the Contractor and County to facilitate the performance of the work, including the removal of rugs, draperies, wall coverings, and furniture, when necessary, prior to the commencement of the project. The Contractor is not responsible for removal of Owner's trash and/or discarded belongings or furnishings. The Owner is responsible for reinstallation of area rugs, draperies, wall coverings and/or furniture at project completion unless otherwise specified in the Project Scope of Work. The Owner shall allow and maintain a route of ingress and egress for Contractor's equipment on the subject property. If applicable, the Owner shall timely vacate the premises prior to the Commencement Date of the Project.

Section 23. Notice to Owner of Florida's Construction Lien Law & Recovery Fund.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

According to Florida Statutes 489.1425 (1) regarding the FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND:

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Division of Professions
Construction Industry Licensing Board
1940 North Monroe Street
Tallahassee, FL 32399

Section 24. Dispute Resolution. Should a dispute arise between the Owner and the Contractor regarding work performed pursuant to this Contract that cannot be satisfactorily resolved, the Owner and Contractor agree to participate in the Arbitration Mediation Program provided by the Better Business Bureau (BBB) of Northwest Florida, Inc., to resolve the dispute. The decision of the BBB shall be considered final by the parties. However, this shall in no way prohibit the Owner or the Contractor from further appeal.

Section 25. Public Records. The Owner and Contractor acknowledge that this Contract and any related financial records, audits, reports, plans, correspondence, and other documents related to the performance of this Contract may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The Owner and 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. Owner and 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 Contract, Owner and Contractor 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 that any party 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 parties, and surety, if any, seven calendar days' written notice, during which period the parties still fail to allow access to such documents, terminate this Contract. In such case, the Owner and Contractor shall not be entitled to receive any further disbursement or benefit associated with this Contract.

IF THE OWNER OR CONTRACTOR HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER AND 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, FL 32502
850-595-4947

Section 26. Entire Contract. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provision hereof.

Section 27. Permits. The Contractor shall be responsible for obtaining all permits and licenses necessary for the Project. If the Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, the Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work.

Section 28. Compliance with Laws. Contractor agrees to comply, at its sole expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Contract, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

Section 29. Assignment. This Contract, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Contractor without the prior written consent of the County.

Section 30. Notices. Any notices shall be mailed to:

COUNTY:	OWNER:	CONTRACTOR:
Megan Polk	Robert Frank Laster	Design Homebuilders Inc.
Community Redevelopment Agency	Melissa Renae Hale	2460 Bluffs Circle
221 Palafox Place, Suite 305	2202 W. Blount Street	Pensacola, Florida 32503
Pensacola, Florida 32502	Pensacola, Florida 32505	

All notices shall be sent by certified mail, return receipt requested.

Section 31. No Discrimination. The Owner and Contractor shall ensure that this Contract 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.

Section 32. No Waiver. This Contract does not constitute a waiver of any local ordinances, codes, or regulations.

Section 33. Governing Law. This Contract is executed in Escambia County, Florida, and performance and interpretation of this Contract shall be construed in accordance with the laws of Florida. Any action relating to this Contract shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

Section 34. Severability. If any part, term, or provision of this Contract is held by the courts to

be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

Section 35. Headings. The headings appearing in this Contract 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.

Section 36. Authority. Each individual executing this Contract on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Contract on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Contract is binding upon each party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature:

Signature of Contractor:	**Signature of Owner:** **Signature of Owner:**
Firm Name, Address, City, State, Zip: **Design Homebuilders Inc.,** **2460 Bluffs Circle** **Pensacola, Florida 32503**	**Name, Address, City, State, Zip:** **Robert Frank Laster &** **Melissa Renae Hale** **2202 W. Blount Street** **Pensacola, Florida 32505**
FL and County License No.: CRC 1327740	
Witness: **Witness:**	**Witness:** **Witness:** Michael Southerland
Date of Bid: April 22,2020	**Date of Acceptance: April 22, 2020**

ESCAMBIA COUNTY, FLORIDA:

By: _____
County Administrator or Designee

Date: 6-9-20

Exhibit A

Income-Based Roof Program
Scope of Work

Property Owner Name: Robert Laster & Melissa Hale

Contractor: Design Homebuilders Inc.

Address: 2202 West Blount Street

Contractor PH#: 850-516-3130

PH#: 850-791-2886

Total SF: 1,817

Pre-Bid Meeting (Date & Time): 4/15/2020-9am

Bid Close (Date & Time): 4/22/2020-5pm

Description:

- **Remove all existing shingles, underlayment and drip-edge to expose decking, inspect vent boots**
- **Repair degraded and damaged decking, replace underlayment, new drip edge and install architectural shingles**
- **Replace soffit around entire house; and paint**
- **Install ridge vent**

Note: Six squares of roof structure at 9/12 pitch

Cost of Labor: $ 5300.00

Cost of Materials: $ 5160.00

Total Cost: $ 10460.00

Property Owner Signature Melissa R. Hale

Property Owner Signature Robert Laster

Contractor Signature Lee Lee Ford

PURCHASE ORDER NO. 201539

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
409483
DESIGN HOMEBUILDERS INC
2460 BLUFFS CIRCLE
PENSACOLA FL 32503

SHIP TO
NEIGHBORHOOD & ENV. SERVICES/CRA
COMMUNITY REDEVELOPMENT AGENCY
221 PALAFOX PLACE
PENSACOLA FL 32502
ATTN:

ORDER DATE: 06/16/20	BUYER: PURCHASING MANAGER	REQ. NO.: 20001458	REQ. DATE: 06/12/20
TERMS: NET 30 DAYS	F.O.B.:	DESC.:	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			WORK INCLUDES BUT IS NOT LIMITED TO THE REMOVAL OF ALL EXISTING SHINGLES, UNDERLAYMENT, AND DRIP-EDGE TO EXPOSE DECKING, INSPECT VENT BOOTS. REPAIR OF DEGRADED AND DAMAGED DECKING, REPLACE UNDERLAYMENT, NEW DRIP EDGE AND INSTALL ACHITECTURAL SHINGLES. REPLACE SOFFIT ARONG ENTIRE HOUSE; AND PAINT. INSTALL RIDGE VENT. VR QUOTE #: CRA_IBRP_MP		
01	1.00		PURCHASE ORDER TO PROVIDE ROOFING SERVICES FOR 2202 W. BLOUNT ST LOCATED WITHIN THE BROWNSVILLE CRA DISTRICT.	10460.0000	10,460.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	370113	53401	10,460.00	

PAGE TOTAL $	10,460.00
TOTAL $	10,460.00

APPROVED BY _____

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

Exhibit D

FINAL RELEASE AND WARRANTY

SECTION 1: HOMEOWNER'S RELEASE

I, **Robert Laster and Melissa Hale**, as owner of the unit located at **2202 W. Blount Street, Pensacola, FL 32505,** certify and accept all work as performed and contracted by, **Design Homebuilders, Inc.** as complete and satisfactory. I hereby authorize final payment to **Design Homebuilders, Inc.** for the work done on this residence.

SECTION 2: CONTRACTOR'S OBLIGATION AND WARRANTY

I, **Design Homebuilders, Inc,** as Contractor of record, for the rehabilitation of the above referenced residence, do issue a five (5) year limited labor and material warranty ending **August 11, 2025.** The warranty covers defects in materials and workmanship, which occur during normal use. I, **Robert Laster and Melissa Hale** acknowledge that routine homeowner maintenance and/or problems caused by neglect, abuse, or improper use are not covered by this warranty. Further, after the warranty expiration date, neither the County, nor the Contractor, shall be responsible for any further work related to this Contract.

SECTION 3: HOMEOWNER/ESCAMBIA COUNTY OBLIGATIONS

As the Contractor has completed his/her contract, the Homeowner, upon acceptance of same, now causes final payment to be made to the Contractor. The Homeowner fully understands that **Design Homebuilders, Inc.,** the Contractor, is sole responsible party for the five (5) year warranty as specified in Section 2 of this agreement. The Homeowner understands that it is their responsibility to contact the Contractor **Design Homebuilders, Inc.** regarding necessary warranty work.

DATE: 8-17-2020

HOMEOWNER'S SIGNATURE

HOMEOWNER'S SIGNATURE

CONTRACTOR'S SIGNATURE

(850) 516-3130

CONTRACTOR'S PHONE NUMBER

ESCAMBIA COUNTY REPRESENTATIVE

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE ME, the undersigned authority, personally appeared JOSE ANTONIO FERNANDEZ [*name of affiant*], who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. He or she is the PRESIDENT [*title of affiant*], of **Design Homebuilders, Inc.** [*name of contractor's business*], which does business in the State of Florida, hereinafter referred to as the "Contractor."

2. Contractor, pursuant to a contract with **Robert Laster and Melissa Hale** [*name of owner*], hereinafter referred to as the "Owner," and Escambia County, has furnished or caused to be furnished labor, materials, and services for the construction of certain improvements to real property as more particularly set forth in said contract.

3. This affidavit is executed by the Contractor in accordance with section 713.06 of the Florida Statutes for the purposes of obtaining final payment in the amount of **$10,360**.

4. All work to be performed under the contract has been fully completed, and all lienors under the direct contract have been paid in full, except the following listed lienors:

Name of Lienor	Amount Due
NONE	NONE

Signed, sealed, and delivered this 19 day of August, 2020.

By: _____

Name of Affiant: JOSE ANTONIO FERNANDEZ

Title of Affiant: PRESIDENT

DESIGN HOMEBUILDERS, INC.
Name of Contractor's Business

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Sworn to (or affirmed) and subscribed before me by means of ✓ physical presence or ___ online notarization, this 19 day of August, 2020 by _____, [*name of affiant*]. He/She (___) is personally known to me or (✓) has produced FL Drivers License as identification and did take an oath.

MEGAN TRINARIAN POLK
Notary Public - State of Florida
Commission # GG 944672
My Comm. Expires Jan 6, 2024
Bonded through National Notary Assn.

_____
Signature of Notary Public

(Notary Seal)

Megan Trinarian Polk
Printed Name of Notary Public

2202 W. Bobe Street - Robert Frank Laster and Mellissa Renae Hale
Roof Replacement







Before Photos







After Photos

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18691 **County Administrator's Report 10. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/01/2020
Issue: Funding Allocation to West Florida High School Basketball
From: Lumon May, District 3 Commissioner
Organization: Commissioner, District 3
CAO Approval:

RECOMMENDATION:
Recommendation Concerning a Funding Allocation to West Florida High School Basketball - Commissioner Lumon May, District 3

That the Board approve a funding allocation, in the amount of $3,000, from Commissioner May's discretionary money to support West Florida High School Basketball.

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

BACKGROUND:
N/A

BUDGETARY IMPACT:
The Board approved $50,000 in the Fiscal Year 2019-2020 Budget for each Commissioner to use as discretionary money.

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, contact District 3 for processing information.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18693 **County Administrator's Report 10. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 10/01/2020
Issue: Funding Allocation to Light Up Learning
From: Lumon May, District 3 Commissioner
Organization: Commissioner, District 3
CAO Approval:

RECOMMENDATION:
Recommendation Concerning a Funding Allocation to Light Up Learning, Studer Community Institute - Commissioner Lumon May, District 3

That the Board approve a funding allocation, in the amount of $2,500, from Commissioner May's discretionary money to support Light Up Learning, Studer Community Institute.

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

BACKGROUND:
N/A

BUDGETARY IMPACT:
The Board approved $50,000 in the Fiscal Year 2019-2020 Budget for each Commissioner to use as discretinary money.

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, contact District 3 for processing information.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18600 **County Administrator's Report 10. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 10/01/2020
Issue: State Law Enforcement Trust Fund Appropriation
From: Henrique Dias, Chief Financial Officer
Organization: Escambia County Sheriff's Office
CAO Approval:

RECOMMENDATION:

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

That the Board approve the following allocations of Law Enforcement Trust (LET) Funds, per the requirements of F.S. 932.7055(5), for Outside Agency partners in Escambia County for Fiscal Year 2020/2021:

A. West Florida High School Quarterback Club, in the amount of $1,000;

B. Gulf Coast Kid's House, in the amount of $25,000;

C. Waterfront Rescue Mission, Inc., in the amount of $10,000;

D. Girl Scouts of Gateway Council, in the amount of $5,000;

E. Greater Pensacola Junior Golf Association, Inc., in the amount of $5,000; and

F. Covenant Hospice Foundation, Inc., in the amount of $7,500.

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

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

BACKGROUND:

Per F.S. 932.7055(5), certain law enforcement activities generate a revenue stream that must be appropriated into the Law Enforcement Trust to be expended by the Sheriff. These funds support various law enforcement related activities in Escambia County.

List of Agencies with amount (appropriate backup for each agency is provided):

West Florida High School Quarterback Club - $1,000;
Gulf Coast Kid's House - $25,000;
Waterfront Rescue Mission Inc. - $10,000;
Girl Scouts of Gateway Council - $5,000;
Greater Pensacola Junior Golf Association, Inc. - $5,000; and
Covenant Hospice Foundation, Inc. - $7,500.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

These funds may be expended upon request by the Sheriff to the Board of County Commissioners or by the Chief of Police to the governing body of the municipality, accompanied by a written certification that the request complies with the provisions of this subsection, and only upon appropriation to the Sheriff's Office or Police Department by the Board of County Commissioners or the governing body of the municipality.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

West Florida High School Quarterback Club
Gulf Coast Kid's House
Waterfront Rescue Mission Inc.
Girl Scouts of Gateway Council
Greater Pensacola Junior Golf Association, Inc.
Covenant Hospice Foundation, Inc.

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

September 17, 2020

West Florida High School Quarterback Club
Attn: LaTrease Stevenson
2172 W. Nine Mile Road #260, Pensacola, FL 32534

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated September 10, 2020.

Dear LaTrease Stevenson,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention, Drug Prevention or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $1000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☑ DRUG PREVENTION ☐ DRUG EDUCATION ☐ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☑ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☐ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: West Florida High School Quarterback Club DATE 09/10/2020

POINT OF CONTACT LaTrease Stevenson PH# (850) 221-6476

EMAIL ADDRESS: wfhsqbctreasurer@gmail.com ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 09/10/2020 AMOUNT REQUESTED: ~~$ 750~~ $1,000.00

CHECK PAYABLE TO: WFHS QBC

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 2172 W. Nine Mile Rd. #260 City Pensacola, State FL Zip Code 32534

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief LTS (Initial)

NAME OF CERTIFYING OFFICIAL LaTrease Stevenson

TITLE OF CERTIFYING OFFICIAL Treasurer

SIGNATURE (Digital) LaTrease Stevenson Digitally signed by LaTrease Stevenson DN: cn=LaTrease Stevenson, o, ou, email=lstevensonhall@gmail.com, c=US Date: 2020.09.10 11:54:34 -05'00'

DATE 09/10/2020

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☐	☐	
SHERIFF		☑	☐	

AMOUNT APPROVED $1,000.00

CFO ASSISTANT Date processed 9/11/20

I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

DAVID MORGAN, SHERIFF

DATE 9/11/2020

ORIGINAL

ORGANIZATION/AGENCY NAME:

West Florida High School Quarterback Club

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

West Florida High School Quarterback Club is asking for donations for our high school football program. We promote sports participation to help prevent crime and drug use by our youth. We keep our youth busy after school. We help to build pride in our players for thier football team, school, and community. We hope that this pride will help them to stay out of trouble with law enforcement and keep them from using drugs.
The donations provided will help us to purchase uniforms, equipment, and training resources needed to keep us growing our football program. Our goal is to develop students and athletes that grow in to productive community citizens both on the field and in the community.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JAN 30 2009

WEST FLORIDA HIGH SCHOOL OF
ADVANCED TECHNOLOGY QUARTERBACK
2172 W NINE MILE RD
PENSACOLA, FL 32534-9413

Employer Identification Number:
16-1620956
DLN:
17053354327038
Contact Person:
SUSAN Y MALONEY ID# 31210
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990 Required:
Yes
Effective Date of Exemption:
August 16, 2002
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

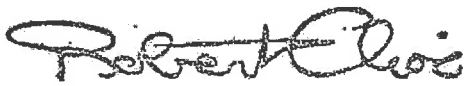
We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

WEST FLORIDA HIGH SCHOOL OF

Sincerely,



Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Publication 4221-PC

0000480 12/19/18

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8015048383C-3	02/28/2019	02/29/2024	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

WEST FLORIDA HIGH SCHOOL OF ADVANCED
TECHNOLOGY QUARTERBACK CLUB INC
2172 W NINE MILE RD # 260
PENSACOLA FL 32534-9413

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
West Florida High School Adv. Tech. Quarterback Club

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2712 W Nine Mile Rd # 260

6 City, state, and ZIP code
Pensacola FL 32534

Requester's name and address (optional)
Baars Real Estate Services, LLC
4771 Bayou Blvd. #283
Pensacola, FL 32503

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
16 - 1620956

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] **Date** ▶ 10 Sept 2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

West Florida High School of Advanced Technology Quarterback Club, Inc.

2020– 2021 Sponsorship Form

2172 W. Nine Mile Rd. #260 - Pensacola, FL 32534 www.wfjagsfootball.com

Black Jaguar Sponsorship $750

2-sided barricade sign (8 ft x 4 ft) displayed in WFHS Football Stadium. Company's name will be announced at all regular season WFHS football home games. One parking pass, two season passes to all regular season home games. Appreciation plaque with team photo. Company's name will be listed on wfjagsfootball.com site. Company's name will be listed on social media posts that include sponsors.

Red Jaguar Sponsorship $500

2-sided barricade sign (8 ft x 4 ft) displayed in WFHS Football Stadium. Company's name will be announced at all regular season WFHS football home games. Company's name will be listed on wfjagsfootball.com site. Company's name will be listed on social media posts that include sponsors.

White Jaguar Sponsorship $250

8 ft x 4 ft banner displayed on the fence at the entrance of the football stadium.

Gray Sponsorship $150

4ft x 2 ft banner displayed on the fence at the entrance of the football stadium.

Company's Name:

Address:

Contact Name: Contact Number:

Email address:

Representative or Player (Accepting Order):

Sponsorship Package: Please Circle Above

Check #:_____ Amount: $_____ Date Paid:_____

Please make checks payable to WFHS Quarterback Club, 2172 W. Nine Mile Rd. #260, Pensacola, FL 32534. Please submit artwork to wfhsqbctreasurer@gmail.com.

West Florida High School of Advanced Technology

The School of Choice to Prepare for the Future

FEI Number:16-1620956. WFHS Quarterback Club, Inc. is a Florida not for profit corporation and a 501(c) (3) public charity as defined under Section 501(c)(3) of the Internal Revenue Code. IRS Letter of determination provided upon your request.

Escambia County Sheriff's Office says

SAY YES TO DREAMS



SAY NO TO DRUGS

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

September 17, 2020

Gulf Coast Kid's House
Attn: Stacey Kostevicki
3401 North 12th Avenue, Pensacola FL 32503

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated August 17, 2020.

Dear Stacey Kostevicki,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $25,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☐ DRUG PREVENTION ☐ DRUG EDUCATION ☐ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTIONAL/ADVERTISING OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☑ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Gulf Coast Kid's House DATE 08/17/2020

POINT OF CONTACT Stacey Kostevicki PH# (850) 595-5800

EMAIL ADDRESS: executivedirector@gulfcoastkids ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 10/15/2020 AMOUNT REQUESTED: ~~$ 45,000~~ $25,000.00 per Lastyr

CHECK PAYABLE TO: Gulf Coast Kid's House

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 3401 N. 12th Ave. City Pensacola State FL Zip Code 32503

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief sfk (Initial)

NAME OF CERTIFYING OFFICIAL
Stacey Kostevicki

TITLE OF CERTIFYING OFFICIAL
Executive Director

SIGNATURE (Digital)
Stacey Kostevicki
Digitally signed by Stacey Kostevicki
Date: 2020.08.15 07:57:16 -05'00'

DATE
08/15/2020

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO	W. Hall	☑	☐	
LEGAL		☑	☐	
CHIEF		☐	☐	
SHERIFF		☑	☐	

AMOUNT APPROVED $25,000.00

CFO ASSISTANT Dail Date processed 9/17/20

I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

DAVID MORGAN, SHERIFF

DATE 9/17/2020

ORIGINAL

ORGANIZATION/AGENCY NAME:

Gulf Coast Kid's House

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

Your funding will support GCKH in two ways:
1) $20,000 will support our Hope & Healing campaign. Because of COVID-19, we have canceled all of our 2020 fundraisers. These fundraisers typically raise about $250,000 for GCKH to maintain our operations. We have pivoted and created the Hope & Healing campaign and are actively reaching out to past event sponsors and attendees and asking them to commit their dollars to GCKH operations instead of our events for 2020. We have worked with our local media partners so that we can publicly recognize their support. This campaign seeks to replace the $250,000 that we typically raise in fundraising events.

2) $25,000 will support our child abuse prevention program through the creation of safety videos for children grades K-12. In September 2019, the Florida Board of Education mandated that all Florida students grade K-12 receive child abuse and child trafficking training. GCKH has a long history of providing prevention education to Escambia County students and was called upon by our District to help meet this unfunded mandate. We swung into action and were able to education 27,000 students prior to COVID-19 shutting down schools.

We have already been asked to provide child abuse and child trafficking prevention training for all 40,000 K-12 students for the 2020-2021 school year. We are committed to providing this education, again with no funding from the State or School District.

Prior to COVID-19, these lessons took place with a GCKH facilitator in a classroom, or in an assembly style manner (in a gymnasium, cafeteria, etc.). We have been told that this is no longer an option and that we should be prepared to deliver our training virtually. In an effort to make this training as engaging as possible, we are seeking the help of some local animators and videographers. Your funding could help support our efforts to create fun and engaging videos to support our online child abuse prevention training.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 14 2003

GULF COAST KIDS HOUSE INC
512 S PALAFOX ST STE 10
PENSACOLA, FL 32501-0000

Employer Identification Number:
59-3520130
DLN:
17053088819033
Contact Person:
JODI L GARUCCIO ID# 31481
Contact Telephone Number:
(877) 829-5500
Our Letter Dated:
February 1999
Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

GULF COAST KIDS HOUSE INC

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

Lois G. Lerner

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

0000026 01/25/16

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

85-8012661220C-1	04/30/2016	04/30/2021	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

GULF COAST KIDS HOUSE INC
3401 N 12TH AVE
PENSACOLA FL 32503-4008

Is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Gulf Coast Kid's House, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3401 North 12th Ave.

Requester's name and address (optional)

6 City, state, and ZIP code
Pensacola, FL 32503

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
5 9 – 3 5 2 0 1 3 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► [signature] Date ► 02/04/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

HOPE & HEALING

A campaign to support Gulf Coast Kid's House

Each year Gulf Coast Kid's House raises funds through a number of signature events. These funds are critical to support programs that benefit our clients who have been victimized by child abuse. For the safety of our community, we have made the difficult decision to cancel all events through 2020.
Please consider supporting our mission so that our life saving services continue uninterrupted.

Our Hope & Healing Campaign ensures the continuation of our mission to end child abuse and heal families through collaborative intervention, family support and prevention education.

Company Name: _____

Contact: _____ Phone: _____

Email: _____

Mailing Address: _____

Authorized Representative Signature: _____

Please select the support level below and return completed form to Development@gckh.org or mail form and payment to Gulf Coast Kid's House 3401 N 12th Ave, Pensacola, FL 32503.

CHILDREN'S CHAMPION LEVEL $30,000 ☐

MARQUE RECOGNITION IN ALL MARKETING MATERIALS

FEATURES IN MEDIA INCLUDING RADIO MENTIONS, TV HIGHLIGHTS, PRINT MATERIALS, AND SOCIAL MEDIA

PROTECTOR LEVEL $20,000 ☐

PREMIUM RECOGNITION IN ALL MARKETING MATERIALS

HIGHLIGHTS IN MEDIA INCLUDING RADIO, TV, AND SOCIAL MEDIA

HEALER LEVEL $10,000 ☐

RECOGNITION IN ALL MARKETING MATERIALS

HIGHLIGHTS IN MEDIA INCLUDING RADIO, TV, AND SOCIAL MEDIA

ADVOCATE LEVEL $5,000 ☐

RECOGNITION IN MARKETING MATERIALS

HIGHLIGHTED PRESENCE ON SOCIAL MEDIA, IN NEWSLETTER, AND WEBSITE

HELPER LEVEL $2,500 ☐

HIGHLIGHTED PRESENCE ON SOCIAL MEDIA, NEWSLETTER, AND WEBSITE

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

September 17, 2020

Waterfront Rescue Mission Inc.
Attn: Angie Ishee
P.O. Box 870, Pensacola FL 32591

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated 26 August, 2020.

Dear Angie Ishee,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $10,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☐ DRUG PREVENTION ☐ DRUG EDUCATION ☐ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Waterfront Rescue Mission, Inc. DATE 08/26/2020

POINT OF CONTACT Angie Ishee PH# (850) 478-4027

EMAIL ADDRESS: aishee@waterfrontmission.org ☑ ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 9/15/2020 AMOUNT REQUESTED: ~~$ 9,657~~ $10,000.00

CHECK PAYABLE TO: Waterfront Rescue Mission, Inc.

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street PO Box 870 City Pensacola State FL Zip Code 32591

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief (Initial)

NAME OF CERTIFYING OFFICIAL Clay Romano

TITLE OF CERTIFYING OFFICIAL Treasurer

SIGNATURE (Digital)

DATE 08/26/2020

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL	W. Hutt	☑	☐	
CHIEF		☐	☐	AMOUNT APPROVED $10,000.00
SHERIFF		☑	☐	

CFO ASSISTANT Date processed 9/11/20

ORIGINAL

I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUTE 932.7055(5)

DAVID MORGAN, SHERIFF

DATE 9/11/2020

ORGANIZATION/AGENCY NAME:

Waterfront Rescue Mission, Inc.

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

Waterfront Rescue Mission, Inc. requests $9,657, to erect a fence around the Mission located at 348 W Herman Street. Since 1949 Waterfront has served homeless individuals, opening its doors to people from all walks of life while serving them with kindness and compassion. Nationwide studies show that the homeless population includes individuals who are often more involved in criminal activity than the general population. About 40 percent of persons served by Waterfront Rescue Mission struggle with an addiction or mental health disorder. Waterfront provides several short-term rescue programs with the goal of helping homeless men transition from destitution to becoming housed, productive, contributing members of the community. These short-term stabilizing services include Overnight Shelter, Veterans' Care, Chronically Homeless, Working Homeless, Work Training, and Recuperation Dormitory. In an effort to keep our campus safe and manageable for everyone, we require overnight guests be drug and alcohol free. Despite our diligence to keep our campus from harm's way, Waterfront has received threats of violence to staff and clients. Escambia County and City of Pensacola law enforcement officers are called to Waterfront on a regular basis, with a marked increase over the past six months. The local impact of Covid-19 could be a contributing factor to this increase in threatening behavior among our clients. But regardless of the cause, a fence around the property will allow Waterfront to monitor the flow of clients, resulting in a more secure environment. This will allow homeless men and women who desire help to get assistance from a trusted place. AND the need for law enforcement intervention will be reduced.

Installation Proposal - Fencing

8/24/2020

Store #	438	Salesperson	Stephen Waldie
Customer Name	Waterfront Mission	License #	
2nd Contact Name		Home Phone	850-542-4529
Job Site Address	W Herman St	Work / Cell Phone	
City, State and Zip	Pensacola FL 32505	Customer email	

Preparation :

- [x] Pre-installation inspection
- [x] Provide appropriate protection to home during installation
- [x] Obtain and post any necessary permits
- [x] Dedicated project support staff will be in contact with you every step of the way.

Additional Considerations :

- [ ] Clear fence line
- [ ] Add tension wire or wire mesh
- [ ] Remove/haul away old fencing material
- [ ] Custom work:

Installation :

- [x] Mark and prepare post hole locations
- [x] Install posts and backfill holes with concrete
- [x] Install fence material, including gates, hardware, and fasteners

Clean-up / Final Inspection :

- [x] Complete final cleanup and haul away all job related debris
- [x] Test product and perform complete inspection with customer

Notes & Product Description

Install 41LF 6' black aluminum fencing per drawing to include one 4' walk gate and one 12' drive gate. Install 226LF 6' black vinyl coated chain link fence per drawing. Price includes materials, labor, permit and delivery fees.

Total Investment	**$9,657.00**

All installation services are guaranteed by Lowe's labor warranty. Additional charges may apply for permit fees. Professional installation available through independent contractors licensed and registered where applicable. License numbers and certifications held by or on behalf of Lowe's Home Centers, LLC and/or Lowe's Home Centers, Inc.: AL #8187; AK #39289; AR #0037290514; AZ #ROC291645; CA #991832, Bond #106055877,; CT #HIC0639387, #MCO.0903044; DE #1993102010; FL #CCC1326824, #CGC1508417, #CRC1327732, #FRO4517; GA #RBCO005306; HI #C-33489; IL #104014837; KS-Arkansas City #R-2010-0036, Wichita #5495, Johnson County #2012-6366; KY-Lexington #11562; IA #C110383; ID #RCE-38637; IN-Hammond #017105-02; LA-#LMP2481, CBC#16533, #554408; MA #148688, #35194; MD #91680-22; MI #2102144445; MN #BC629859; MS #R17568; MT #161006; NC #70220; ND #30316; NE #23319; NM #382385; NY-New York City #1291730, #1291733, #1375178, #1351065, Nassau #H1777890000, #H1777890100, #H1777890200, Suffolk #43906-H, #48295-ME, #44066-MP, #41444-HF, Buffalo #556853, Putnam #PC2742-A, Tonawanda #CN0391, Rockland #H-11092-B6-00-00, Westchester #WC-23319-H10; NV#0079079; OH-Columbus #G5872, #HIC4565, Lancaster #500596, Warren #4266; OK #48191, 80000341, 002337; OR #202237; PA-Sunbury #751, Johnstown #0467; RI #20575; SC #G116664G118696; TN #64743, #3070; TX #TACLB24674E, #EC-29349; UT #9002087-5501; VA #2701036596A; WA #LOWESHC863DH; WV #WV014656; and WI #1133309. License number(s) and certifications may be subject to change in accordance with local or state government processes. For the most current listing of license numbers and certifications held by or on behalf of Lowe's Home Centers, LLC and related entities, please visit http://www.lowes.com/licensenumbers.

IMPORTANT: This is an estimate only. This estimate is subject to change and does not bind you or Lowe's. This estimate is not a contract nor will it modify any future contract you may sign with Lowe's for the installation services. You may accept this proposal only by signing the appropriate Exterior Solutions Installed Sales Contract with Lowe's and making payment according to the terms and conditions therein. (Estimate good for 30 days). Installation fees will be and additional charges may be based on total product required to fulfill order (including waste), which exceeds actual area square footage. If you would like to discuss the measurements or would like a copy of this document, please contact the Lowe's Store Associate. Please review your contract carefully for all charges prior to signing.

Internal Revenue Service

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: May 3, 2000

Person to Contact:
Sheena Wallace 31-04021
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 9:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
59-0838106

Waterfront Rescue Mission Inc.
112 W. Cervantes St.
Pensacola, FL 32501-3128

Dear Sir or Madam:

This letter is in response to your request for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in January 1964 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in section 509(a)(2).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Waterfront Rescue Mission Inc.
59-0838106

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your organization's exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of $20 a day for each day you do not make these documents available for public inspection (up to a maximum of $10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

John E. Ricketts

John E. Ricketts
Director, TE/GE CAS

0000059 12/20/18

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8012672177C-8	02/28/2019	02/29/2024	RELIGIOUS-PHYSICAL PLACE

This certifies that

THE WATERFRONT RESCUE MISSION INC
350 W HERMAN ST
PENSACOLA FL 32505-5249

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Waterfront Rescue Mission

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 1A

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
P.O. Box 870

Requester's name and address (optional)

6 City, state, and ZIP code
Pensacola, FL 32591

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
59 - 0838106

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► [signature] Date ► 1/6/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE

David Morgan, Sheriff

September 17, 2020

Girl Scouts of Gateway Council
Attn: Rachael Mueller
1000 Shearer Ave, Jacksonville, FL 32205

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated May 14, 2020.

Dear Rachael Mueller,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention, Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $5,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☐ DRUG PREVENTION ☐ DRUG EDUCATION ☑ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Girl Scouts of Gateway Council DATE 05/14/2020

POINT OF CONTACT Rachael Mueller PH# (904) 388-4653

EMAIL ADDRESS: rmueller@girlscouts-gateway.org ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) AMOUNT REQUESTED: $ 5,000

CHECK PAYABLE TO: Girl Scouts of Gateway Council

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 1000 Shearer Ave City Jacksonville State FL Zip Code 32205

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief MAJ (Initial)

NAME OF CERTIFYING OFFICIAL
Mary Anne Jacobs

TITLE OF CERTIFYING OFFICIAL
CEO

SIGNATURE (Digital)

DATE
05/14/2020

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☐	☐	AMOUNT APPROVED #5,000.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
CFO ASSISTANT		Date processed 9/17/20		DAVID MORGAN, SHERIFF 9/17/2020 DATE

ORIGINAL

ORGANIZATION/AGENCY NAME:

Girl Scouts of Gateway Council

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

Funding from the Escambia County Sheriff's Office State Law Enforcement Trust Fund will enable Girl Scouts of Gateway Council to expand the popular and proven Get REAL! program. Providing mentoring for girls age 11–15 living in low-income and high-crime communities in Escambia County, Get REAL! works to ensure student success in school and lay a positive foundation for the rest of girls' lives.

Get REAL! is led by part-time Girl Scouts Gateway Council staff and volunteer mentors and can be held in partnership with collaborative organizations such as other schools, Boys and Girls Clubs, and neighborhood community centers.

According to The Girl Scout Research Institute's "The State of Girls: 2017," girls in Florida face tougher challenges than most other girls in the US. Girls in Florida have a lower economic well-being with 23% of girls' age 5-17 living in poverty, compared to 19% for the rest of the US.

Lower economic status is linked with lower academic achievement as well as poorer health and well-being for children (Bradley & Corwyn, 2002). This is echoed in "State of Girls: 2017," citing 73% of eighth-grade girls in Florida are not proficient in math compared to 67% in the rest of the US.

In addition, middle and high school girls face many challenges that may prevent them from attaining academic, civic, and lifelong success. Early teen pregnancy, drug use, violence, peer pressure and family instability can combine and prohibit girls from staying in school and being successful. Youth who drop out of school are more likely to experience negative outcomes such as unemployment, under-employment, or incarceration.

These factors are why Girl Scouts of Gateway Council is dedicated to serving low-income girls across North Florida through Get REAL! In economically depressed areas, where there is a lack of safe, healthy activities for girls, it is especially important to reinforce aspects of healthy development. Through positive girl-focused programs, girls will learn to make positive decisions, increase problem solving skills, and take on leadership roles in the community.

Justification cont.

Get REAL! Has four components: reading skills, life skills, community care projects, and enhancement programs. Girl are nurtured, supported, and protected by caring adults and taught skills to preserve their dreams and goals and to avoid risky behavior.

Girl Scouts works with local schools across the region to understand the needs of the girls in the communities we serve. By working directly with school guidance counselors, we are able to identify the girls and families most in need of the program. Program requirements include:

- Enrollment in the 6th to 9th grade
- Are one or more grade levels behind in school
- Scored at Level I or Level II in FCAT reading
- Have high absenteeism or high disciplinary referrals
- Are struggling with social and/or family problems

Girl Scouts of Gateway Council has delivered the Get Real! Mentoring program for more than ten years. We have established relationships with partner locations to make on-site delivery of the program easier for girls to attend and eliminate transportation barriers. In addition, the curriculum has been fine-tuned to meet the needs of the girls in the program and is based on research conducted by the largest research organization in the country focused on girl development and behavior, the Girl Scout Research Institute.

Get REAL! Currently serves 50 girls at Pensacola High School in Escambia County during the school year, and recently expanded during the 2019-2020 school year to include Workman Middle School. Funding for this request will allow GSGC to expand to other schools in Escambia County.

Internal Revenue Service

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: September 29, 2000

Girl Scouts of Gateway Council, Inc.
1000 Shearer Street
Jacksonville, FL 32205-6055

Person to Contact:
Ruth Ohmer 31-03159
Customer Service Specialist
Toll Free Telephone Number:
8:00 a.m. to 9:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
59-0637857
Accounting Period Ends:
December 31

Dear Madam:

This is in response to the amendments to your organization's Articles of Incorporation filed with the state on July 3, 2000. We have updated our records to reflect the name change as indicated above.

In December 1949, we issued a determination letter that recognized your organization as exempt from federal income tax under section 101(6) of the Internal Revenue Code of 1939 (now section 501(c)(3) of the Internal Revenue Code of 1986). That determination letter is still in effect.

We classified your organization as a publicly supported organization, and not a private foundation, because it is described in section 509(a)(2) of the Code. This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's purposes, character, method of operations, or sources of support have changed, please let us know so we can consider the effect of the change on the organization's exempt status and foundation status.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

As of January 1, 1984, your organization is liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more the organization pays to each of its employees during a calendar year. There is no liability for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Girl Scouts of Gateway Council, Inc.
59-0637857

Donors may deduct contributions to your organization as provided in section 170 of the Code.

Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. If your organization had a copy of its application for recognition of exemption on July 15, 1987, it is also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of $20 a day for each day you do not make these documents available for public inspection (up to a maximum of $10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the permanent records of the organization.

If you have questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

John E. Ricketts

John E. Ricketts, Director, TE/GE
Customer Account Services

0000084 05/16/18

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8012621069C-8	07/31/2018	07/31/2023	501(C)(3) ORGANIZATION

This certifies that

GIRL SCOUTS OF GATEWAY COUNCIL INC
1000 SHEARER AVE
JACKSONVILLE FL 32205-6055

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Girl Scouts of Gateway Council, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1000 Shearer Avenue

Requester's name and address (optional)

6 City, state, and ZIP code
Jacksonville, FL 32205

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
5 9 – 0 6 3 7 8 5 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ [signature] CEO **Date** ▶ May 23 2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

September 17, 2020

Greater Pensacola Junior Golf Association, Inc.
Attn: Marty Stanvich
3924 West Navy Boulevard, Pensacola, FL 32507

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated August 27, 2020.

Dear Marty Stanvich,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $5,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding as approved by the Sheriff is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☐ CRIME PREVENTION ☐ DRUG PREVENTION ☐ DRUG EDUCATION ☑ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Greater Pensacola Junior Golf Association DATE 08/27/2020

POINT OF CONTACT Marty Stanovich PH# (850) 476-7010

EMAIL ADDRESS: mstanovich@thefirstteenwfl.org ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 12/31/2020 AMOUNT REQUESTED: $ 5,000

CHECK PAYABLE TO: The First Tee of Northwest Florida

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 3924 West Navy Blvd City Pensacola State FL Zip Code 32507

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief (Initial)

NAME OF CERTIFYING OFFICIAL
Marty Stanovich

TITLE OF CERTIFYING OFFICIAL
Executive Director

SIGNATURE (Digital)
Marty Stanovich
Digitally signed by Marty Stanovich
Date: 2020.08.27 10:43:53 -05'00'

DATE
08/27/2020

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☐	☐	
SHERIFF		☑	☐	

AMOUNT APPROVED $5,000.00

CFO ASSISTANT

Date processed 9/17/20

I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

DAVID MORGAN, SHERIFF

DATE 9/1/2020

ORIGINAL

ORGANIZATION/AGENCY NAME:

Greater Pensacola Junior Golf Association

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

The Greater Pensacola Junior Golf Association, dba The First Tee of Northwest Florida is a 501(3)(c) Non-Profit Organization which uses golf as a vehicle to teach Character Education to youth ages 5-18 in Escambia county-- of all backgrounds, diversities, social strata and physical abilities, regardless of household income or ability to pay.

The Curriculum is based on Nine Core Values: Honesty, Integrity, Sportsmanship, Respect, Confidence, Responsibility, Perseverance, Courtesy, and Judgement. Using these as the guide and template, we seek only two outcomes in our participants: Good Citizens and Golfers for life.

Offering half and full scholarships based on qualifying for reduced and free lunch, respectively or those at or below poverty line. Funds will be used for two purposes: one-half will be used for two purposes: one-half will be used to provide scholarships for young people to participated in programming at one of our six Escambia County programming sites, and one-half will be used for community outreach at events such as: Nickelodeon World Wide Day of Play and Ciclovia to help us reach potential participants and their parents/guardians and to provide information regarding our programs.

Through Character Education of the young people we reach at our green grass programming sites, we seek to assist with Crime Prevention—giving youth participant opportunities that keep them involved and out of trouble. At our Home Office Site in particular (Navy Boulevard in Warrington) we offer a youth and family-oriented education and entertainment venue at low or no costs to assist with promoting Safe Neighborhoods.

IRS Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

In reply refer to: 0248188034
May 17, 2019 LTR 4168C 0
59-3288799 000000 00
00015371
BODC: TE

*Arrived 5/20/19
via mail

GREATER PENSACOLA JUNIOR GOLF
ASSOCIATION INC
% HIRAM J COOK JR
3924 W NAVY BLVD
PENSACOLA FL 32507

014550

Employer ID number: 59-3288799
Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated May 08, 2019, about your tax-exempt status.

We issued you a determination letter in July 1995, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 509(a)(2).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific

0248188034
May 17, 2019 LTR 4168C 0
59-3288799 000000 00
00015372

GREATER PENSACOLA JUNIOR GOLF
ASSOCIATION INC
% HIRAM J COOK JR
3924 W NAVY BLVD
PENSACOLA FL 32507

time).

Thank you for your cooperation.

Sincerely yours,

Kim A. Billups, Operations Manager
Accounts Management Operations 1

IRS Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

014550.149131.489697.2586 1 AB 0.412 530

GREATER PENSACOLA JUNIOR GOLF
ASSOCIATION INC
% HIRAM J COOK JR
3924 W NAVY BLVD
PENSACOLA FL 32507

014550

CUT OUT AND RETURN THE VOUCHER IMMEDIATELY BELOW IF YOU ONLY HAVE AN INQUIRY.
DO NOT USE IF YOU ARE MAKING A PAYMENT.

CUT OUT AND RETURN THE VOUCHER AT THE BOTTOM OF THIS PAGE IF YOU ARE MAKING A PAYMENT, EVEN IF YOU ALSO HAVE AN INQUIRY.

The IRS address must appear in the window.

0248188034

BODCD-TE

Use for inquiries only

Letter Number: LTR4168C
Letter Date : 2019-05-17
Tax Period : 000000

593288799

GREATER PENSACOLA JUNIOR GOLF
ASSOCIATION INC
% HIRAM J COOK JR
3924 W NAVY BLVD
PENSACOLA FL 32507

INTERNAL REVENUE SERVICE

CINCINNATI OH 45999-0038

593288799 RI GREA 00 2 000000 670 00000000000

The IRS address must appear in the window.

0248188034

BODCD-TE

Use for payments

Letter Number: LTR4168C
Letter Date : 2019-05-17
Tax Period : 000000

593288799

GREATER PENSACOLA JUNIOR GOLF
ASSOCIATION INC
% HIRAM J COOK JR
3924 W NAVY BLVD
PENSACOLA FL 32507

INTERNAL REVENUE SERVICE

OGDEN UT 84201-0102

593288799 RI GREA 00 2 000000 670 00000000000

0000020 01/19/17

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

85-8012624362C-9	05/31/2017	05/31/2022	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

THE GREATER PENSACOLA JUNIOR GOLF
ASSOCIATION INC
3924 W NAVY BLVD
PENSACOLA FL 32507-1200

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Greater Pensacola Junior Golf Association

2 Business name/disregarded entity name, if different from above
The First Tee of Northwest Florida

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3924 West Navy Bouldevard

Requester's name and address (optional)

6 City, state, and ZIP code
Pensacola, FL 32507

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
5 9 - 3 2 8 8 7 9 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 1/6/20

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

September 17, 2020

Covenant Hospice Foundation, Inc.
Attn: Christie Parker
5041 North 12th Avenue, Pensacola, FL 32504

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated August 13, 2020.

Dear Christie Parker,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $7,500. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☐ CRIME PREVENTION ☐ DRUG PREVENTION ☐ DRUG EDUCATION ☑ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Covenant Hospice Foundation Inc. DATE 08/13/2020

POINT OF CONTACT Christie Parker PH# (850) 382-3710

EMAIL ADDRESS: christie.parker@choosecovenant ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 12/01/2020 AMOUNT REQUESTED: ~~$ 10,000~~ 7,500.00 per last yr.

CHECK PAYABLE TO: Covenant Hospice Foundation Inc.

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 5041 N. 12th Avenue City Pensacola State Fl Zip Code 32504

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief CP (Initial)

NAME OF CERTIFYING OFFICIAL
Christie Parker

TITLE OF CERTIFYING OFFICIAL
Sr. Director of Foundation

SIGNATURE (Digital)
Christie Parker
Digitally signed by Christie Parker
Date: 2020.08.14 07:57:05 -05'00'

DATE
08/13/2020

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☐	☐	AMOUNT APPROVED #7,502.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

CFO ASSISTANT Date processed 9/17/20

DAVID MORGAN, SHERIFF
#7,500.00
DATE

ORIGINAL

ORGANIZATION/AGENCY NAME:

Covenant Hospice Foundation Inc.

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

Project Lifesaver is a lifesaving program that Covenant Care offers to the community. Project Lifesaver is the most widely used and most effective program in the nation that was created to protect vulnerable populations in our communities. Covenant Care partners with Escambia Search and Rescue to provide this proven radio technology and specially trained search and rescue teams to anyone in the community.

Thanks to your previous support and the support of other community donors, Covenant Care offers Project Lifesaver at absolutely no cost to anyone in the community. Through donations, we also cover the maintenance of the devices to ensure that the battery is changed regularly. Project Lifesaver has the most successful record in the world through a combination of training, specialized procedures, and the latest technology which is tested regularly in real world situations..

Recovery times for Project Lifesaver average 30 minutes, which is 95% less time than standard operations without Project Lifesaver. We serve many individuals in Escambia County living with Alzheimer's or another form of dementia. Alzheimer's is a very stressful disease and this program provides peace of mind and comfort.

Please consider supporting us at $10,000 so we can continue to provide Project Lifesaver at no cost to anyone in the community. Project Lifesaver changes lives by "bringing loved ones home." We are very grateful to have you as a partner in the community to provide this program to those in need.

We will recognize our partnership by listing your logo as an "Annual Partner" at any area Covenant Care fundraisers during the next year. Thank you for your consideration!

Internal Revenue Service
P.O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Date: NOV 0 5 2007

Person to Contact:
Barb Herald
ID #31-02637
Toll Free Telephone Number:
877-829-5500
Employer Identification Number:
59-3060139

COVENANT HOSPICE FOUNDATION INC
% M ANN GARDNER
5041 N 12TH AVE
PENSACOLA FL 32504

Dear Sir or Madam:

This is in response to your request of September 4, 2007, regarding your tax-exempt status. We have updated our records to reflect the name change as indicated above.

Our records indicate that a determination letter was issued in January 1992 that recognized you as exempt from Federal income tax, and reflect that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(3).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Cindy Westcott

Cindy Westcott
Manager, Exempt Organizations
Determinations

0000034 08/16/20

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8012588734C-7	08/31/2020	08/31/2025	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

COVENANT HOSPICE FOUNDATION INC
5041 N 12TH AVE
PENSACOLA FL 32504-8916

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Covenant Hospice Foundation, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

5041 N. 12th Avenue

Requester's name and address (optional)

6 City, state, and ZIP code

Pensacola, Florida 32504

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	3	0	6	0	1	3	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ James Cam West Date ▶ 2/14/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18672 **County Administrator's Report 10. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 10/01/2020
Issue: CARES Act Plan Update
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Escambia CARES Act Plan and Implementation - Janice P. Gilley, County Administrator

That the Board discuss the Escambia CARES Act Plan update including the following topics:

1. Update on the CARES Family Emergency Financial Assistance Grant
2. The CARES Business Assistance Grant;
3. Assistance for implementing Grant programs; and
4. The funding balance for CARES Programs.

BACKGROUND:

On or about March 27, 2020, the President signed into law the Coronavirus Aid, Relief, and Economic Security Act, Public Law 116-136, (hereinafter referred to as the “CARES Act”) to facilitate the provision of federal assistance and relief in response to the COVID-19 pandemic. Title V of the CARES ACT established the “Coronavirus Relief Fund” and appropriated $150 billion in such fund for Fiscal Year 2020, to provide direct assistance to state, tribal, territorial, and local governments to fund certain necessary and allowable expenses incurred due to the public health emergency with respect to COVID-19.

By utilizing a population-based formula described in the CARES Act, the State of Florida was allocated $8.328 billion, of which amount 55% ($4.58 billion) was reserved for the state and 45% ($3.747 billion) was reserved for direct payments to eligible local government jurisdictions that exceed 500,000 in population. On June 10, 2020, the Governor of the State of Florida announced that the State would disburse up to $1.275 billion in Coronavirus Relief Funds to counties with a

population below 500,000 using a phased approach through FDEM. Escambia County and FDEM entered into FDEM CARES Act Funding Agreement providing 25% of the County's total Coronavirus Relief Fund allocation directly to the County. Through the CARES Act Agreement, the County has received $14,321,324 from the Florida Division of Emergency Management which represents 25% of the County's total potential reimbursement amount of $57,285,296. Public assistance funding for COVID-19 Emergency Protective Measures is also available through the FEMA Public Assistance Grant Program.

Currently, Escambia County has received the following notifications or awards in relation to the CARES Act.

Source of CARES Funds	Purpose	Amount
US Dept of the Treasury	FDEM CARES Act Agreement – 25%	$14,321,324.00
US Dept of Health and Human Services	Provider Relief Fund - EMS	$395,998.00
US Dept of Justice	Coronavirus Emergency Supplemental Funding Program – Jail and Sheriff	$370,107.00
FEMA	EMPG COVID-19 Supplemental	$19,949.43
CARES ACT through FL Housing	CARES CRF FHFC Housing –includes City	$903,834.00
US Dept of Housing & Urban Dev	CDBG Coronavirus Funds	$872,881.00
Federal Transit Administration (FTA)	5307 CARES Act for Operating and Capital Assistance	$10,137,924.00
US Dept of Transportation	Formula Grants for Rural Areas ECAT	$541,960.00

BUDGETARY IMPACT:

The funding source is the FDEM CARES Act funding Agreement allocation to Escambia County. The County has received $14,321,324 from the Florida Division of Emergency Management which represents 25% of the County's total potential reimbursement amount of $57,285,296.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorneys Office is reviewing the Contract Agreements.

PERSONNEL:

To be determined.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy II.A.

IMPLEMENTATION/COORDINATION:

County Administration, Deputy County Administrator, Neighborhood & Human Services staff, and any other needed County staff will coordinate this program.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18692 **County Attorney's Report** **10. 1.**
BCC Regular Meeting **Action**
Meeting Date: 10/01/2020
Issue: Escambia County State of Local Emergencies
From: ALISON ROGERS, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Escambia County State of Local Emergencies.

That the Board extend the State of Local Emergencies.

BACKGROUND:
Due to the COVID-19 pandemic and attendant federal and state declarations of emergency, the federal government has released federal aid dollars to state and local governments for COVID-19 related expenses and impacts.

Hurricane Sally struck Escambia County and surrounding areas with high storm surge, flooding rains and high winds on September 16, 2020, causing extensive damage to infrastructure, property, and utilities. The recovery effort will be extensive. Continuation of the state of emergency related to Hurricane Sally will allow Escambia County to proceed with a safe and efficient recovery effort.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
All documents have been reviewed and approved by the County Attorney's Office.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution - COVID-19

Resolution - Hurricane Sally

RESOLUTION R2020-_____
DECLARATION OF STATE OF LOCAL EMERGENCY

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, EXTENDING THE DECLARATION OF A STATE OF LOCAL EMERGENCY RELATED TO THE NOVEL CORONAVIRUS DISEASE 2019 (COVID-19)

WHEREAS, the World Health Organization (WHO) raised its assessment of the Coronavirus Disease 2019 ("COVID-19") threat from high to very high and declared a public health emergency of international concern related to COVID-19; and

WHEREAS, the Centers for Disease Control and Prevention has declared the potential public health threat posed by COVID-19 as "high", both in the United States and throughout the world; and

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order 20-51 declaring that appropriate measures to control the spread of COVID-19 in the State of Florida are necessary and, therefore, directed that a Public Health Emergency be declared in the State of Florida; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52 declaring a State of Emergency in the State of Florida regarding the COVID-19 pandemic; and

WHEREAS, Escambia County has a duty to take protective measures to support the public health and safety of the community; and

WHEREAS, the Board of County Commissioners of Escambia County has been informed by its emergency management staff of the continued threat posed by COVID-19; and

WHEREAS, COVID-19 and infectious diseases have the capacity to pose a significant, imminent, and dangerous threat to the health, safety, and welfare of the inhabitants of Escambia County, Florida, visitors and tourists in Escambia County, Florida, as well as to their real and personal property; and

WHEREAS, the COVID-19 virus has the propensity to attach to surfaces for prolonged periods of time, thus causing property damage and continuing the spread of the virus; and

WHEREAS, previous States of Local Emergency were established by Resolutions R2020-24, R2020-25, R2020-26, R2020-35, R2020-36, R2020-37, R2020-38, R2020-39, R2020-52 , R2020-55, R2020-63,

R2020-64, R2020-71, R2020-72, R2020-75, R2020-76, R2020-80, R2020-81, R2020-93, R2020-94, R2020-95, R2020-100, R2020-102, R2020-108, R2020-110, R2020-120, R2020-123, R2020-125 and R2020-134 declaring a state of local emergency that shall expire at 1:59 p.m. on the 5th day of October 2020; and

WHEREAS, the Board of County Commissioners has been informed of risks facing Escambia County and considered whether or not to continue a state of local emergency.

NOW THEREFORE, pursuant to ch. 252, Fla. Stat., and Escambia County Code Section 37-35(a)(1), the Board of County Commissioners hereby resolves, finds, and declares:

1. The above recitals are true and are incorporated herein.

2. A state of local emergency hereby continues to exist in Escambia County, Florida, effective for seven (7) additional days beginning at 2:00 p.m., central daylight time, on the 5th day of October, 2020, and to expire at 1:59 p.m., central daylight time, on the 12th day of October, 2020.

3. The Board of County Commissioners, hereby waives the procedures and formalities otherwise required of Escambia County pertaining to:

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

   b. Entering into contracts.

   c. Incurring obligations.

   d. Employment of permanent and temporary workers.

   e. Utilization of volunteer workers.

   f. Rental of equipment.

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

   h. Appropriation and expenditure of public funds.

4. The County Administrator, or her designee, is hereby empowered, authorized, and directed to exercise, on behalf of the Board of County Commissioners, such emergency powers necessary to carry out the provisions of Chapter 252, Florida Statutes, including, but not limited to, the powers to

direct and compel evacuation of all or part of the population from stricken or threatened areas within the County, if such action is deemed necessary to reduce the vulnerability of people in communities of Escambia County to damage, injury, and loss of life and property resulting from the imminent threat, as well as any other powers expressly or implicitly conferred pursuant to Chapters 125 and 252, Florida Statutes, and any other provision of law or county ordinance.

5. The Comprehensive Emergency Management Plan (CEMP) is hereby activated.

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

7. This Resolution shall be transmitted to the Secretary of State upon adoption.

Adopted this _____ day of October, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.
By/Title: _____
Date: 9/29/2020

RESOLUTION R2020-_____
DECLARATION OF STATE OF LOCAL EMERGENCY

WHEREAS, the Board of County Commissioners of Escambia County has been informed by its emergency management staff of the continued threat posed by the aftermath of Hurricane Sally; and

WHEREAS, the aftermath of Hurricane Sally has posed and continues to pose a significant, imminent, and dangerous threat to the health, safety, and welfare of the inhabitants of Escambia County, Florida, visitors and tourists in Escambia County, Florida, as well as their real and personal property; and

WHEREAS, pursuant to section 37-35 of the Escambia County Code of Ordinances, the Board of County Commissioners may declare or extend a state of emergency.

NOW THEREFORE, pursuant to Escambia County Code Section 37-35(a), the Board of County Commissioners hereby resolves, finds, and declares:

1. The above recitals are true and are incorporated herein.
2. A state of local emergency hereby exists in Escambia County, Florida, effective for seven (7) days beginning 1:00 p m., central daylight time, the 5th day of October, 2020.
3. The Board of County Commissioners, hereby waives the procedures and formalities otherwise required of Escambia County pertaining to:
    a. Performance of public work and taking whatever prudent action is necessary to insure the health, safety, and welfare of the community.
    b. Entering into contracts.
    c. Incurring obligations.
    d. Employment of permanent and temporary workers.
    e. Utilization of volunteer workers.
    f. Rental of equipment.
    g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.
    h. Appropriation and expenditure of public funds.

4. The County Administrator, or her designee is hereby empowered, authorized, and directed to exercise, on behalf of the Board of County Commissioners, such emergency powers necessary to carry out the provisions of Chapter 252, Florida Statutes, including, but not limited to, the powers to direct and compel evacuation of all or part of the population from stricken or threatened areas within the County, if such action is deemed necessary to reduce the vulnerability of people in communities of Escambia County to damage, injury, and loss of life and property resulting from the imminent threat, as well as any other powers expressly or implicitly conferred pursuant to Chapters 125 and 252, Florida Statutes, and any other provision of law or county ordinance.

5. The Comprehensive Emergency Management Plan (CEMP) has been activated and is hereby extended as above.

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

7. This Resolution shall be transmitted to the Secretary of State upon adoption.

Adopted this _____ day of October, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)`

Approved as to form and legal sufficiency.

By/Title: _____
Date: 9/28/2020