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

<u>CHAMBER RULES</u>

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

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA

Board of County Commissioners
Regular Meeting – November 5, 2015 – 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 Rabbi Tokajer, Brit Ahm Messianic Synagogue.
- 3. Pledge of Allegiance to the Flag.
- 4. Are there any items to be added to the agenda?

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

- 5. Commissioners' Forum.
- 6. Presentation Check from the Friends of the West Florida Public Libraries to Todd Humble, Library Services Department Director.

7. Proclamations.

Recommendation: That the Board take the following action:

- A. Adopt the Proclamation commending and congratulating Mr. Leroy Williams, a Community Center Coordinator in the Neighborhood & Human Services Department, on his selection as "Employee of the Month" for November 2015;
- B. Adopt the Proclamation proclaiming November 10, 2015, as "Escambia County Recovery and Revitalization Day" in Escambia County, Florida, and joining with the Escambia Long Term Recovery Group to celebrate the great work done by so many willing organizations to rebuild hope and homes for survivors of the flood;
- C. Adopt the Proclamation designating November 13, 2015, as "World Pancreatic Cancer Day" in Escambia County, Florida;
- D. Adopt the Proclamation commending and congratulating Ms. Jacquelyn Pugh, Agent I, Tax Collector's Office, on her retirement and expressing appreciation for her 11 years of faithful and dedicated service to the citizens of Escambia County and the State of Florida;
- E. Adopt the Proclamation paying tribute to the life of Mr. Dave Daughtry and recognizing his service to Escambia County, the community he loved so much;
- F. Ratify the Proclamation dated October 15, 2015, commending Mr. Roy Jones, Sr., for his outstanding work with youth boxers that has helped shape the history of amateur boxing today; and
- G. Ratify the Proclamation dated October 15, 2015, commending Mr. Beau Williford for his outstanding work with youth boxers that has helped shape the history of amateur boxing today.
- 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?

<u>Recommendation:</u> 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. 5:32 p.m. Public Hearing for consideration of amending the Fiscal Year 2015/2016 Budget for the purpose of recognizing prior year grants and fund balances and appropriating these funds for ongoing projects.

Recommendation: That the Board take the following action concerning re-budgeting ongoing projects that were not completed by the end of Fiscal Year 2014/2015:

A. Conduct the 5:32 p.m. Public Hearing on November 5, 2015, amending the Fiscal Year 2015/2016 Budget for the purpose of recognizing prior year grants and fund balances, and appropriating these funds for ongoing projects;

- B. Following the Public Hearing, adopt the Resolution approving Supplemental Budget Amendment #001, General Fund (001), Escambia County Restricted Fund (101), Economic Development Fund (102), Mass Transit Fund (104), Tourist Promotion Fund (108), Other Grants & Projects (110), Disaster Recovery Fund (112), Library Fund (113), Gulf Coast Restoration Fund (118), SHIP Fund (120), CDBG/HUD Entitlement Fund (129), Fire Protection Fund (143), Community Redevelopment Fund (151), Southwest Sector CRA (152), Bob Sikes Toll Fund (167), Transportation Trust Fund (175), Drainage Basin Funds (181), Debt Service Fund (203), FTA Capital Fund (320), Local Option Sales Tax III Fund (352), Solid Waste Fund (401), Building Inspection Fund (406), Emergency Services Fund (408), and Internal Service Fund (501), in the amount of \$124,589,031.69, to re-budget the funds associated with ongoing grants and projects that were not completed by the end of Fiscal Year 2014/2015; and
- C. Approve all associated Fiscal Year 2015/2016 Purchase Orders for projects with existing Purchase Orders.
- 10. 5:33 p.m. Hearing to consider David G. Rademacher's Appeal of the Escambia County Contractor Competency Board's Decision.

Recommendation: That the Board uphold the Contractor Competency Board's decision of September 2, 2015, whereby it found Respondent, David G. Rademacher, d/b/a Horizon Sunrooms and Spas, Inc., in violation of Section 18-37(c)(1) of the Escambia County Code of Ordinances, "Disregard or failure to correct building code violations or any municipal or county building codes, ordinances, or laws of the State of Florida ...". Based upon the Contractor Competency Board finding, it was ordered that Respondent, David G. Rademacher, be assessed a \$250.00 fine; \$350.00 administrative fees; Respondent be placed on six months probation; a Letter of Reprimand be placed in Respondent's Contractor record; and the Board reserved jurisdiction to order restitution in this matter to Complainant/Homeowner, Glenn Olsen.

11. 5:34 p.m. Public Hearing to consider adopting the Local Option Sales Tax (LOST) Economic Development Trust Fund Ordinance.

Recommendation: That the Board take the following action:

- A. Ratify the scheduling of the 5:34 p.m. Public Hearing for consideration of adopting the Local Option Sales Tax (LOST) Economic Development Trust Fund Ordinance; and
- B. Adopt the Local Option Sales Tax (LOST) Economic Development Trust Fund Ordinance that establishes a trust fund for the purpose of funding economic development projects having a general public purpose of improving local economies.

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 130

- I. Consent Agenda
- 1. Recommendation Concerning Acceptance of Documents Provided to the Clerk to the Board's Office

That the Board accept, for filing with the Board's Minutes, the following documents provided to the Clerk to the Board's Office:

- A. The 2015 Annual Investment Report for Fiscal Year ending September 30, 2015, as provided by the Honorable David Morgan, Escambia County Sheriff, and received in the Clerk to the Board's Office on October 16, 2015; and
- B. A copy of the *Florida Development Finance Corporation Financial Statements For the Year Ended June 30, 2015, and Report of Independent Auditor*, as received in the Clerk to the Board's Office via e-mail on October 23, 2015.
- 2. Recommendation Concerning Minutes and Reports Prepared by the Clerk to the Board's Office

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

- A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held October 22, 2015;
- B. Approve the Minutes of the Regular Board Meeting held October 22, 2015; and
- C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole (C/W) Workshop held October 15, 2015.

(C/W REPORT TO BE DISTRIBUTED UNDER SEPARATE COVER)

GROWTH MANAGEMENT REPORT

- I. Public Hearing
- 1. Recommendation Concerning the Review of the Rezoning Cases Heard by the Planning Board on October 6, 2015

That the Board take the following action concerning the Rezoning Cases heard by the Planning Board on October 6, 2015:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2015-15, Z-2015-16, Z-2015-17, and Z-2015-18 or remand the cases back to the Planning Board; and
- B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

1. Case No.: Z-2015-15

Address: 329 & 333 Massachusetts Avenue

Property Reference 09-2S-30-1300-020-009 and 09-2S-30-1300-040-009

No.:

Property Size: 2.91 (+/-) acres

From: HDMU, High Density Mixed-use district (25 du/acre)
To: HC/LI-NA, Heavy Commercial and Light Industrial

district, designation prohibiting the subsequent establishment of any bars, nightclubs, or adult entertainment uses on the rezoned property (du density limited to vested residential development)

FLU Category: MU-U, Mixed-Use Urban

Commissioner 3

District:

Requested by: Wiley C. "Buddy" Page, Agent for Steve Tate, Owner

Planning Board Approval

Recommendation:

Speakers: Buddy Page

2. Case No.: Z-2015-16

Address: 1700 & 1715 Olive Road

Property Reference 18-1S-30-4102-000-001 & 18-1S-30-4102-000-004

No.:

Property Size: 2.23 (+/-) acres

From: HDMU, High Density Mixed-use district (25 du/acre)

To: Com, Commercial district (25 du/acre)

FLU Category: MU-U, Mixed-Use Urban

Commissioner

District:

4

Requested by: Wiley C. "Buddy" Page, Agent for

Brigham-Williams/Hunter Williams, Owners

Planning Board Approval

Recommendation:

Speakers: Buddy Page

3. Case No.: Z-2015-17

Address: 1495 E Nine Mile

Property Reference 13-1S-30-1201-130-002

No.:

Property Size: 9.56 (+/-) acres

From: HDMU, High Density Mixed-use district (25 du/acre)

and Com, Commercial district (25 du/acre)

To: Com, Commercial district (25 du/acre)

FLU Category: MU-U, Mixed-Use Urban

Commissioner

District:

5

Requested by: Jonathan Green, Agent for Mark Brewer with Pen

Air Federal Credit Union, Owner

Planning Board Approval

Recommendation:

Speakers: Brenda Scott, Mark Brewer, James Rogers, Melissa

Wilson, Nina Hamilton, Edward Johnson, James Johnson, David Pinder, Brian Barnett, D. Patrick

Jehle, Jr.

4. Case No.: Z-2015-18

Address: 4850 Mobile Highway

Property Reference 15-2S-30-1000-001-037

No.:

Property Size: 0.859 (+/-) acres

From: Com, Commercial district (25 du/acre)

To: HC/LI-NA, Heavy Commercial and Light Industrial

district, designation prohibiting the subsequent establishment of any bars, nightclubs, or adult entertainment uses on the rezoned property (du density limited to vested residential development)

FLU Category: C, Commercial

Commissioner

District:

Requested by: John and Mae Dean with Dean Realty Company,

Inc., Owners

Planning Board

Approval

2

Recommendation:

Speakers: John Dean

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

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on October 6, 2015, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

3. <u>5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance</u>

<u>Amending the Land Development Code, Chapter 4, Article 7, Section 4-7.3, Accessory Uses and Structures</u>

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC) Chapter 4, Section 4-7.3, "Accessory Uses and Structures," to clarify general use conditions and design standards, establish location criteria for certain accessory uses and structures, and provide for accessory dwelling units.

At the October 6, 2015, Planning Board Meeting, the Board members recommended approval of this Ordinance.

4. <u>5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3, Article 3, Section 3-3.2</u>

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC) Chapter 3, Article 3, Section 3-3.2 "Community Redevelopment," to modify the authority to grant exceptions to the overlay district standards.

At the September 1, 2015, Planning Board Meeting, the Board recommended approval of this Ordinance.

5. <u>5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3, Section 3-2.5</u>

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC) Chapter 3, Article 2, Section 3-2.5, Low Density Residential District (LDR), to remove reference to one acre minimum lot size for new subdivisions in V-1 zoning prior to the adoption of the Land Development Code.

At the October 6, 2015, Planning Board Meeting, the Board members recommended approval of this Ordinance.

- II. Consent Agenda
- 1. Recommendation Concerning the Scheduling of Public Hearings

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

A. Thursday, November 17, 2015

9:05 a.m. - A Public Hearing - SRIA Setback Ordinance (first of two public hearings)

B. Thursday, December 10, 2015

1. 5:45 p.m. - A Public Hearing to amend the official Zoning map to include the following Rezoning Case heard by the Planning Board on November 3, 2015.

a. Case No.: Z-2015-19

Address: 1700 Block Jacks Branch Road

Property 30-2N-31-4000-000-000

Reference No.:

From: Agr. Agricultural district (one du/20 acres)

To: LDR, Low Density Residential district, Detailed Specific

Area Plan Land Use Conservation Neighborhood

(three du/acre)

FLU Category: AG, Agriculture

5

Commissioner

11111133101161

District:

Requested by: Brad McLaughlin, Agent for Long and Moore Land

Company, LLC, Owner

- 2. 5:46 p.m. A Public Hearing Temporary Uses and Structures Ordinance
- **3.** 5:47 p.m. A Public Hearing CPA-2015-08 Removing the Residential Development Limitation for Lodging Units in the FLU Category MU-PB (first of two public hearings)

COUNTY ADMINISTRATOR'S REPORT

- I. Technical/Public Service Consent Agenda
- 1. Recommendation Concerning the Limited Waiver of the Escambia County
 Noise Abatement Ordinance for the New Year's Eve Fireworks Display
 Launched from a Floating Platform Near the Portofino Pier on Pensacola
 Beach Donald R. Mayo, CBO, Building Services Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, extending the time to include the New Year's Eve fireworks display, sponsored by Portofino, and launched from a floating platform near the Portofino Pier on Pensacola Beach, from 11:59 p.m., December 31, 2015, to 12:10 a.m., January 1, 2016.

2. Recommendation Concerning the Limited Waiver of the Escambia County
Noise Abatement Ordinance for the New Year's Eve Fireworks Display at
Pensacola Beach Pier - Donald R. Mayo, CBO, Building Services Department
Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, extending the time to include the New Year's Eve fireworks display, sponsored by the Pensacola Beach Chamber of Commerce, at the Pensacola Beach Pier, from 11:59 p.m., December 31, 2015, to 12:10 a.m., January 1, 2016.

3. Recommendation Concerning the Request for Disposition of Property for the Human Resources Department - Thomas G. Turner, Human Resources Department Director

That the Board approve the Request for Disposition of Property Form for the Human Resources Department for all items of equipment, which are described and listed on the Request Form, with reason for disposition stated. The items are to be auctioned as surplus or disposed of properly. 4. Recommendation Concerning Reappointments and an Appointment to the Escambia County Extension Council - Keith T. Wilkins, Department of Natural Resources Management Director

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

A. Reappoint the following five individuals to a second two-year term, effective December 1, 2015, through November 30, 2017:

ZONE	NAME AND ADDRESS	
1	Gary Purvis, 104 Briar Lake Road, Century, FL 32535	
3	Karen Hall, 10430 Highway 97A, Walnut Hill, FL 32568	
7	Christine Rodgers, 6840 Frank Reeder Road, Pensacola, FL 32526	
9	Jerry Patee, 5219 Pale Moon Drive, Pensacola, FL 32507	
11	Mary Patricia (Pat) Bush, 3525 Bayswater Drive, Pensacola, FL 32514	

B. Appoint the following individual to a two-year term, effective December 1, 2015, through November 30, 2017, to replace Charles Woodward, whose term expires on November 30, 2015:

ZONE	NAME AND ADDRESS
5	Jerry Dwain Drinkard, Jr., 1101 Highway 196, Molino, FL 32577

- C. Request the County Administrator's Office to provide letters of appointment to the five members being reappointed for a second term and to Mr. Drinkard, who is being appointed for a first term of service; and
- D. Request the County Administrator's Office provide a letter of appreciation to the following individual, who has completed his second two-year appointment:

ZONE	NAME AND ADDRESS		
5	Charles Woodward, 5516 Molino Road, Molino, FL 32577		

These individuals, who were nominated by the Nominating Committee selected by the Escambia County Extension Council, reside in the zone for which appointed and are known to have an interest and concern for programs of the Escambia County Extension, and have been nominated without regard to race, color, creed, sex, or national origin.

5. Recommendation Concerning the Conveyance of a Temporary Easement to the Florida Department of Transportation for the Patricia Drive Bridge
Replacement Project - Joy D. Blackmon, P.E., Public Works Department
Director

That the Board take the following action concerning the conveyance of a Temporary Easement to the Florida Department of Transportation (FDOT) for their planned bridge replacement project on Patricia Drive:

- A. Adopt the Resolution authorizing the conveyance of a Temporary Easement to FDOT, for their planned bridge replacement project on Patricia Drive; and
- B. Authorize the Chairman to execute the Temporary Easement and the Resolution, related to this conveyance, without further action of the Board.
- 6. Recommendation Concerning a Temporary Road Closure on Detroit Boulevard for the Completion of a Railroad Crossing Replacement Joy D. Blackmon, P.E., Public Works Department Director

That the Board adopt and authorize the Chairman to sign a Resolution approving a Temporary Road Closure on Detroit Boulevard, to allow for the completion of a railroad crossing replacement in conjunction with Florida Department of Transportation Project FPID Number 218603-1-52-01, on State Road (SR) 95 (Hwy 29) from I-10 to Nine and One-Half Mile Road.

7. Recommendation Concerning the Request for Disposition of Property for the Corrections Department - Michael A. Tidwell, Corrections Department Director

That the Board approve the Request for Disposition of Property Form for the Corrections Department, for the property which is described and listed on the Disposition Form, with reason for disposal stated.

8. Recommendation Concerning the Amendment to the Agreement for Professional Consulting Services (PD 02-03.079) - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve the form Amendment to the Agreement and authorize the County Administrator to execute the Amendment to the Agreement for Professional Consulting Services (PD 02-03.079, Professional Services as Governed by Florida Statute 287.055), between Escambia County, Florida, and the following firms, amending:

Article 7, paragraph 7.2 to read as follows:

7.2 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work of individual project task orders. Such changes must be negotiated and mutually agreed upon by both parties. The mutual agreement will be formalized by a the County providing written change order to the task order issued by the County notice to the Consultant.

Exhibit "A" to read as follows:

"Fee Schedules" for the continuing contract shall be established based on the "Current Averages for Audited Overhead, Expense and Facilities Capital Cost of Money (FCCM) Rates" as provided in the current Florida Department of Transportation (FDOT) Negotiation Handbook Guidelines For Professional Services Contracts, which is incorporated by reference herein. the following:

- Maximum Overhead 168%
- Maximum Profit 12%
- Maximum FCCM 1.50%
- Maximum Multiplier 301.66% (providing no single item above is exceeded

Existing Hourly Rates for each firm (based on an audited or auditable financial package)

Advanced Environmental Technologies, LLC

Alliance Design Group, P.A.

AMEC Environment & Infrastructure, Inc.

American Consulting Engineers of Florida, LLC

ARCADIS U.S., Inc.

Ascendant Solutions, LLC

Atkins North America, Inc.

Baskerville-Donovan, Inc.

Bay Design Associates Architects, PL

Bayside Consulting Group of Northwest Florida, LLC

Bellomo-Herbert and Company, Inc.

Berube Leonard, LLC

Biological Research Associates, LLC

Biome Consulting Group, LLC

Bosso-Imhof Environmental Services, Inc.

Broadway Engineering, P.A.

Buchart Horn, Inc.

Bullock Tice Associates, Inc.

Caldwell Associates Architects, Inc.

Cardno, Inc.

Choctaw Engineering, Inc.

Clemons, Rutherford & Associates, Inc.

Comprehensive Engineering Services, Inc.

Connely & Wicker, Inc.

CSA Group, Inc.

DAG Architects, Inc.

David W. Fitzpatrick, P.E., P.A.

Dell Consulting, LLC

Dyer, Riddle, Mills & Precourt, Inc.

Emerald Ocean Engineering

Engineering & Planning Resources, P.C.

EnSafe, Inc.

Environmental and Geotechnical Specialists, Inc.

Environmental Consulting & Technology, Inc.

Fabre Engineering, Inc., d/b/a Fabre Engineering & Surveying

Florida Bridge and Transportation, Inc.

Geci & Associates Engineers, Inc.

Geographic Technologies Group, Inc.

Geosyntec Consultants, Inc.

Goodwyn, Mills and Cawood, Inc.

Greenhorne & O'Mara, Inc.

Grimail Crawford, Inc.

Gulf Breeze Consulting, Inc.

Gulf Civil Engineering, Inc.

Gulf Coast Architectural Group, Inc.

Gulf States Engineering, Inc.

Hammond Engineering, Inc.

Handex Consulting and Remediation - Southeast, LLC

Harvard Jolly Clees Toppe Architects, P.A.

Hatch Mott MacDonald Florida, LLC

HDR Engineering, Inc.

Heffernan Holland Morgan Architecture, P.A.

Herbert-Halback, Inc.

Hernandez & Swift Associates, Inc.

Hernandez Calhoun Design International, P.A.

H.M. Yonge & Associates, Inc.

HSA Consulting Group, Inc.

Humber Garick Consulting Engineers, Inc.

Infrastructure Engineers, Inc.

Innovative Waste Consulting Services, LLC

Ivanco, Inc.

jehle-halstead, Inc.

JMA Engineering Services, Inc.

Joe DeReuil Associates, LLC

Jones Edmunds & Associates, Inc.

Kenneth Horne & Associates, Inc.

KHAFRA Engineering Consultants, Inc.

Kimley-Horn and Associates, Inc.

KJM Surveying, Inc.

Klocke & Associates, Inc.

LandMark Engineering and Land Planning, Inc.

Leidos, Inc.

Mehta and Associates, Inc.

MEP Engineering Solutions, Inc.

Merrill Parker Shaw, Inc.

Metric Engineering, Inc.

MRD Associates, Inc.

Municipal Engineering Services, Inc.

Neel-Schaffer, Inc.

Nobles Consulting Group, Inc.

NOVA Engineering and Environmental, LLC

Olsen Associates, Inc.

Peterson Engineering, Inc.

Preble-Rish, Inc.

Pittman, Glaze & Associates, Inc.

Premier Engineering Group, LLC

Professional Service Industries, Inc.

Quina Grundhoefer Architects, P.A.

Rebol-Battle & Associates, LLC

Reynolds, Smith and Hills, Inc.

RSW of NW FL, Inc., dba 360 Surveying Services

Sain Associates, Inc.

Sam Marshall Architects, P.A.

Schmidt Consulting Group, Inc.

Stearns, Conrad and Schmidt, Consulting Engineers, Inc., d/b/a SCS

Engineers, Florida

Sigma Consulting Group, Inc.

Singhofen & Associates, Inc.

Southeastern Archaeological Research, Inc.

Southeastern Surveying and Mapping Corporation

Southern Site & Utility Design, Inc.

STOA International/Florida, Inc.

Strobel & Hunter, Inc.

Terracon Consultants, Inc.

The WIT Group, Inc.

Thompson Engineering, Inc.

TOWNES + architects, P.A.

URS Corporation Southern VANUS, Inc. Volkert, Inc. Wetland Sciences, Inc. WK Dickson & Co., Inc. Wolf Riddle & Associates Wood+Partners, Inc.

9. Recommendation Concerning the State of Florida, Division of Emergency
Management, Federally-Funded Subgrant Agreement – Flood Mitigation
Assistant Grant - Donald R. Mayo, CBO, Building Services Department
Director

That the Board take the following action concerning the State of Florida, Division of Emergency Management, Federally-Funded Subgrant Agreement:

A. Approve the State of Florida, Division of Emergency Management, Federally-Funded Subgrant Agreement, providing Escambia County funding, in the amount of \$641,726.89, through the Federal Flood Mitigation Assistance Grant Program, Project Number FMA-PJ-04-FL-2014-025, for mitigation of repetitive loss properties in Escambia County; and

B. Authorize the Chairman to sign the Agreement.

10. Recommendation Concerning a Request to Use the Brownsville Community
Center for a Festival Known as Navratri - Tonya Gant, Neighborhood &
Human Services Department Director

That the Board take the following action concerning the use of the Brownsville Community Center:

- A. Approve the First Amended Facility Use Agreement between Escambia County, Florida, and the Gulf Coast Indian Association, to use the Brownsville Community Center for a Festival known as Navratri, as approved during the Regular Meeting of the Board of County Commissioners held September 24, 2015. The Amendment reflects the change in the final date of the Navratri from Saturday, November 14, 2015, to Friday, November 13, 2015;
- B. Authorize, pursuant to paragraph 4(g) of the Agreement, the serving of alcoholic beverages on the property during said event conducted on November 13, 2015; and
- C. Authorize the County Administrator to sign the Agreement.

[The reimbursement rate to be utilized for this event is still \$182 per day or \$1,274]

II. Budget/Finance Consent Agenda

1. Recommendation Concerning the EMS County Grant Application - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Florida Department of Health, Bureau of Emergency Medical Oversight, Emergency Medical Services (EMS) County Grant Application for the Fiscal Year 2015/2016, in the amount of \$39,085:

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

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

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

2. Recommendation Concerning Fiscal Year 2015/2016 Purchase Order in Excess of \$50,000 for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the issuance of a blanket Purchase Order in the amount of \$135,000, to Howell Tire, (Vendor Number 420297), for Fire Apparatus and Ambulance Tire Repair for the period of October 1, 2015, through September 30, 2016.

[Funding: Fund 408, Emergency Medical Services, Cost Center 330302, EMS Operations, Object Code 54601, Repair and Maintenance; and Fund 143, Fire Protection Fund, Cost Center 330206, Fire Department Paid, Object Code 54601, Repair and Maintenance]

3. Recommendation Concerning Provision of Emergency Medical Services to the Area of Flomaton (Escambia County), Alabama - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the provision of emergency medical services to the area of Flomaton (Escambia County), Alabama:

A. Approve the Interlocal Agreement for the Provision of Emergency Medical Services between the Escambia County Healthcare Authority and Escambia County, Florida, to allow Escambia County Emergency Medical Services (EMS) to continue service to that portion of Escambia County, Alabama, generally described as the area of Flomaton, Alabama, with annual compensation to be recognized in Fund 408, Emergency Medical Services/Revenue Account 342605, Escambia County Alabama Lease; and

- B. Authorize the Chairman to sign the Interlocal Agreement.
- 4. Recommendation Concerning a Fiscal Year 2015/2016 Purchase Order in Excess of \$50,000 for the Public Safety Department Michael D. Weaver, Public Safety Department Director

That the Board approve the issuance of a Purchase Order in excess of \$50,000, for the Public Safety Department, in the amount of \$75,000, for Worker's Compensation Insurance and deductibles for Volunteer Firefighters, to Preferred Governmental Insurance Trust, (Vendor Number 164977), for Fiscal Year 2015/2016, in accordance with PD 10-11.064.

[Funding: Fund 143, Fire Protection, Cost Center 330206, Fire Dept Paid, Object Code 54501, Insurance]

5. Recommendation Concerning the 2015-2018 State Homeland Security Grant Program, Sub-recipient Grant Award - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the 2015-2018 State Homeland Security Grant Program, Sub-recipient Grant Award:

A. Approve the State of Florida, Division of Emergency Management Grant Award letter, providing Escambia County Fire Rescue funding, in the amount of \$74,222, through Grant Number EMW-2015-SS00083-S01, for the Hazardous Materials Team; and

B. Authorize the Chairman to sign the Agreement.

6. Recommendation Concerning 2014-2015 Community Development Block
Grant Program Fire Protection Improvements Project - Tonya Gant,
Neighborhood & Human Services Department Director

That the Board take the following action concerning the 2014-2015 Community Development Block Grant (CDBG) Fire Protection Improvements Project:

A. Approve the Interlocal Agreement with the Emerald Coast Utilities Authority (ECUA) in the amount of \$245,000, providing for the completion of the Fire Protection Improvements Project (2014-2015 Program Year), including installation of fire hydrants and associated water main upgrades, primarily within Census Tract 35.05; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and all related documents as required to implement the Project.

[Funding: Fund 129/2014 CDBG, Cost Center 370221 and 2015 CDBG, Cost Center 370224]

7. Recommendation Concerning Escambia Cares Community Resource Expo Events - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Escambia Cares Community Resource Expo Events, which will be quarterly events that take County services and resources to the residents of Escambia County on a site rotation schedule:

- A. Approve sponsoring the Kick-off event scheduled for Saturday, December 12, 2015;
- B. Approve sponsoring the Spring, Summer, Fall, and Winter Events for 2016; and
- C. Approve funding for each event not to exceed \$3000.

[Funding Sources: Fund 151, CRA Brownsville, Cost Center 370113, Object Code 54931 - (up to \$1,500 per occurrence) and Fund 101, Community Center Rentals, Cost Center 370105, Object Code 55201 - (up to \$1,500 per occurrence)]

8. Recommendation Concerning CRA Neighborhood Improvement Project Street
Lighting Contracts - Tonya Gant, Neighborhood & Human Services Department
Director

That the Board take the following action concerning the Community Development Block Grant (CDBG) funded CRA (Community Redevelopment Agency) Neighborhood Improvement Project Lighting Contracts:

- A. Approve the Gulf Power Company Contract for Street and General Area Lighting Service within the Englewood CRA for \$235,586.48;
- B. Approve the Gulf Power Company Contract for Street and General Area Lighting Service within the Cantonment CRA for \$63,192.88; and
- C. Authorize the Chairman or Vice-Chairman to sign the Contracts.

[Funding: Fund 129/2010, 2011, and 2012 CDBG, Cost Centers 370214, 370216, and 370211]

9. Recommendation Concerning the Title Clearance Services Program
Agreement with Legal Services of North Florida, Inc. - Tonya Gant,
Neighborhood & Human Services Department Director

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

- A. Approve the Title Clearance Services Agreement with Legal Services of North Florida, Inc. (LSNF), in the amount of \$45,000; and
- B. Authorize the Chairman or Vice Chairman to execute the Agreement and related documents required to implement the program.

[Funding: Fund 129/2015 CDBG, Cost Center 370224]

10. Recommendation Concerning Approval of Purchase Orders in Excess of \$50,000 for the West Florida Public Library - Todd Humble, Library Services Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, for Fiscal year 2015/2016, based upon previously awarded Contracts, Contractual Agreements, or annual requirements for the West Florida Public Libraries, as follows:

Vendor	Amount	Contract Number
A. Blue Arbor Vendor Number: 023818 Temporary Employment Services Fund: 113 (Library) Cost Center: 110501 (Library/Operations) Object Code: 53401	\$302,000	PD 14-15.041
B. Securitas Vendor Number: 191895 Security Guards Fund: 113 (Library) Cost Center: 110501 (Library/Operations) Object Code: 53401	\$111,100	PD 10-11.043
C. American Facility Services, Inc. Vendor Number: 012106 Custodial Services Fund: 113 (Library) Cost Center: 110501 (Library/Operations) Object Code: 53401	\$66,000	PD 10-11.049

 Recommendation Concerning Federal Elections Activities Grant Funding for the Office of the Supervisor of Elections - David H. Stafford, Supervisor of Elections

That the Board take the following action concerning Federal Elections Activities Grant Funds from the Department of State:

- A. Certify that the County will match State Grant funds with \$5,052.65, from the Supervisor of Elections' Fiscal Year 2015/2016 Budget; and
- B. Authorize the Chairman to sign the Certificate Regarding Matching Funds and the Certificate of Equipment for Casting and Counting Ballots.

In order to receive the Federal Elections Activities funds, the Legislature has required that the Chairman of the Board of County Commissioners certify that the County will match the State funds with a 15% County match. Both the State funds and the County matching funds must be held in a separate account to be used solely for activities relating to Federal Elections. The required match for this Grant is \$5,052.65. The match is included in the Supervisor of Elections' Fiscal Year 2015/2016 Budget under Cost Center 550101 and various Object Codes.

12. Recommendation Concerning a Fiscal Year 2015/2016 Purchase Order in Excess of \$50,000 for the Waste Services Department - Patrick T.

Johnson, Waste Services Department Director

That the Board authorize the County to utilize the Florida Sheriff's Association Contract for Tire and Related Services, Contract #15/17-07-0220, and issue a Purchase Order in the amount of \$165,000, to Bridgestone Americas, Inc., d/b/a GCR Tire Center, for Fiscal Year 2015/2016, to provide tire and related services for the Waste Services Department, in accordance with the Escambia County Code of Ordinances, Chapter 46, Article II Purchases and Contracts and Purchasing Policy Procedure No: PP-120/PP-130, and PD 14-15.087.

The Invitation to Bid PD 14-15.087 Tire Purchase and Installation for County Vehicles was posted in the Pensacola News Journal on August 17, 2015. The Invitation to bid was open for 30 days, and closed with no bids having been received on September 16, 2015.

[Funding: Fund 401, Solid Waste Fund, Cost Centers 230301, 230304, 230306, 230307, 230314; Object Code: 54601]

13. Recommendation Concerning the Amendment to Interlocal Agreement
between the Escambia County Board of County Commissioners and the City
of Pensacola Relating to the Fiscal Year 2015/2016 Funding of the
Pensacola-Escambia County Promotion and Development Commission - Amy
Lovoy, Assistant County Administrator

That the Board approve and authorize the Chairman to sign the Amendment to Interlocal Agreement between Escambia County and the City of Pensacola Relating to the Fiscal Year 2015/2016 Funding of the Pensacola-Escambia County Promotion and Development Commission, to amend the City of Pensacola's contribution from \$120,000 to \$150,000.

[Funding: Fund 102, Economic Development Fund, Cost Center 360704]

14. Recommendation Concerning Amendment of Agreement for Consulting
Services for Perdido Key Master Plan - Claudia Simmons, Office of
Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Amendment of Agreement for PD 14-15.036, Professional Consulting Services for Perdido Key Master Plan, approved by the Board on May 7, 2015, between Escambia County, Florida, and Duany Plater-Zyberk, to reflect that Duany Plater-Zyberk & Company, LLC, formally changed its name to DPZ Partners, LLC.

15. Recommendation Concerning a Contract Award for Local Agency Program
Agreement Project C.E.I. (Construction Engineering Inspections) for County
Road 196 (CR 97 to CR 99) and County Road 99 (CR 196 to CR 97A) Paved
Shoulders - Claudia Simmons, Purchasing Manager, Office of Purchasing

That the Board take the following action regarding PD 14-15.052, Local Agency Program Agreement Project C.E.I. (Construction Engineering Inspections) for County Road 196 (CR 97 to CR 99) and County Road 99 (CR 196 to CR 97A) Paved Shoulders:

- A. Rescind the Board's action of July 23, 2015, approving, and authorizing the County Administrator to sign, the Agreement between Escambia County and Hatch Mott MacDonald Florida, LLC, per the terms and conditions of:
- 1. PD 14-15.052-A, Local Agency Program Agreement Project C.E.I. (Construction Engineering Inspections) for County Road (CR) 196 (CR 97 to CR 99) Paved Shoulders CEI, Financial Management No. 429670-2-68-01, Federal-Aid Project No. 8886-498-A, for a lump sum of \$119,949.47; and
- 2. PD 14-15.052-B, Local Agency Program Agreement Project C.E.I. (Construction Engineering Inspections) for CR 99 (CR 196 to CR 97A) Paved Shoulders CEI, Financial Management No. 429670-4-68-01, Federal-Aid Project No. 8886-499-A, for a lump sum of \$253,251.42, for a combined total of \$373,200.89; and
- B. Approve, and authorize the County Administrator to sign, the Agreement between Escambia County and Hatch Mott MacDonald Florida, LLC, per the terms and conditions of PD 14-15.052-A and PD 14-15.052-B, as noted below, with additional contractual exhibits from the Florida Department of Transportation (FDOT):
- 1. PD 14-15.052-A, Local Agency Program Agreement Project C.E.I. (Construction Engineering Inspections) for County Road (CR) 196 (CR 97 to CR 99) Paved Shoulders CEI, Financial Management No. 429670-2-68-01, Federal-Aid Project No. 8886-498-A, for a lump sum of \$119,949.47; and
- 2. PD 14-15.052-B, Local Agency Program Agreement Project C.E.I. (Construction Engineering Inspections) for CR 99 (CR 196 to CR 97A).

[Funding: Fund 352, LOST III, Cost Center 210110, Object Code 56301, Project Number 13EN3075 - \$119,949.47; Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 14EN3085 - \$253,251.42]

16. Recommendation Concerning Amendment of Agreement for Signalization Continuing Services Consultant - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Amendment of Agreement for Professional Consulting Services, PD 13-14.080, for Signalization Continuing Services Consultant, approved on January 8, 2015, relating to Article 6, paragraph 6.1 Compensation, to correct the reference to the exhibit and to acknowledge that Article 6, paragraph 6.1 is hereby amended as follows:

6.1 <u>COMPENSATION:</u>

- (a) The County agrees to pay the Consultant as compensation for its services under Section 3.1 of this Agreement a fee to be computed as described below and based upon the schedule set forth in Exhibit & C, attached hereto and made a part hereof. Individual task orders submitted to the Consultant will be paid through a budget line item recommended by the Engineering/Transportation and Traffic Engineering and approved by the Board of County Commissioners. For each such task order, the consultant will be compensated by a lump sum fee as negotiated, unless otherwise mutually agreed to by the parties hereto.
- (b) The term "salary costs" as used herein shall mean the hourly rate as shown on Exhibit & C, attached hereto and made a part hereof, including but not limited to, principals, engineers, surveyors, draftsmen, clerks, plus costs for sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits. Said salary costs shall be only for time directly chargeable to a task order under this Agreement. A detailed breakdown for these costs shall be kept current and readily accessible to the County.

17. Recommendation Concerning Amendment of Agreement for Design Criteria
Professional for the New Escambia County 1476-Bed Correctional Facility Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Amendment of Agreement for Professional Consulting Services, PD 13-14.080, for Signalization Continuing Services Consultant, approved on August 20, 2015, relating to Article 6, paragraph 6.1 Compensation, to correct the reference to the exhibit and to acknowledge that Article 6, paragraph 6.1 is hereby amended as follows:

- 5.1 <u>COMPENSATION:</u> The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of <a href="https://doi.org/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.10/10.
- 18. Recommendation Concerning Scale Maintenance for Solid Waste Service Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board award Contract PD 14-15.092, "Scale Maintenance for Solid Waste Service", to Fairbanks Scales, Inc., and approve the Agreement Relating to Scale Maintenance PD 14-15.092 between Escambia County and Fairbanks Scales, Inc., in the amount of \$70,000 annually, for a term of 36 months with two options for 12-month extensions.

[Funding: Fund 401, Solid Waste Fund, Cost Centers 230307 & 230314, Object Code 54601 - \$70,000 annually - Solid Waste Fund 401]

19. Recommendation Concerning the State of Florida Department of
Transportation Local Agency Program Agreement between the Florida
Department of Transportation and Escambia County, Florida, for Bauer
Road - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the the State of Florida Department of Transportation Local Agency Program Agreement between the Florida Department of Transportation and Escambia County, Florida, for the design of paved shoulders along Bauer Road from Gulf Beach Highway to Sorrento Road:

A. Approve the State of Florida Department of Transportation Local Agency Program Agreement between the Florida Department of Transportation and Escambia County for Bauer Road; and

B. Adopt a Resolution authorizing the Chairman to sign the Local Agency Program Agreement.

[Funding Source: Fund 352, "LOST III"]

20. Recommendation Concerning the State of Florida Department of
Transportation Local Agency Program Agreement between the Florida
Department of Transportation and Escambia County, Florida, for Gulf Beach
Highway - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation Local Agency Program Agreement between the Florida Department of Transportation and Escambia County to construct repairs to the stormwater system along a portion of Gulf Beach Highway (County Road (CR) 292A) between Ponte Verde Road and Longwood Street:

A. Approve the State of Florida Department of Transportation Local Agency Program Agreement Between the Florida Department of Transportation and Escambia County for repairs to the stormwater system along a portion of Gulf Beach Highway (CR 292A); and

B. Adopt a Resolution authorizing the Chairman to sign the State of Florida Department of Transportation Local Agency Program Agreement.

[Funding Source: Fund 352, "LOST III"]

21. Recommendation Concerning Issuance of Purchase Orders in Excess of \$50,000 for the Public Works Department – Pensacola Beach - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000 for the Fiscal Year 2015/2016, based upon previous awarded Contracts, Contractual Agreements or annual requirements, as provided for the Public Works Department – Pensacola Beach.

Vendor	Amount	Contract Number	Vendor Number
Blue Arbor	\$250,000	PD 14-15.041	023818

The issuance of Purchase Orders is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

[Funding Source: Fund 001 "General Fund", Cost Center 211401, Object Code 53401]

22. Recommendation Concerning the Agreement for SunPass Electronic Toll

Collection at the Bob Sikes Toll Plaza - Joy D. Blackmon, P.E., Public Works

Department Director

That the Board take the following action concerning the Agreement for SunPass Electronic Toll Collection at the Bob Sikes Toll Plaza:

A. Approve and authorize the Chairman to sign the Agreement detailing the necessary work to be conducted by Florida Turnpike Enterprise prior to the new system implementation; and

B. Agree to the future payment plan with Florida Turnpike Enterprise to pay for the work.

[Funding Source: Fund 167, Bob Sikes Toll Fund]

[THE AGREEMENT WILL BE DISTRIBUTED UNDER SEPARATE COVER]

23. Recommendation Concerning the State of Florida Department of
Transportation Local Agency Program Agreement between the Florida
Department of Transportation and Escambia County, Florida, for the
Quietwater Beach Ferry Landing Project - Joy D. Blackmon, P.E., Public
Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation Local Agency Program Agreement between the Florida Department of Transportation and Escambia County, Florida, for the design of the Quietwater Beach Ferry Landing Project:

A. Approve the State of Florida Department of Transportation Local Agency Program Agreement between the State of Florida Department of Transportation and Escambia County, Florida, for the design of the Quietwater Beach Ferry Landing Project; and

B. Adopt a Resolution authorizing the Chairman to sign the Local Agency Program Agreement.

[Funding Source: Fund 175, "Transportation Trust Fund"]

24. Recommendation Concerning the State of Florida Department of
Transportation Local Agency Program Agreement between the Florida
Department of Transportation and Escambia County for East Johnson
Avenue - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the the State of Florida Department of Transportation Local Agency Program Agreement between the Florida Department of Transportation and Escambia County to construct repairs to a stormwater system along a portion of East Johnson Avenue, beginning at Hitchcock Road and continuing east approximately 1/4 mile to the Gulf Power easement:

A. Approve the State of Florida Department of Transportation Local Agency Program Agreement between the State of Florida Department of Transportation and Escambia County for East Johnson Avenue; and

B. Adopt a Resolution authorizing the Chairman to sign the Local Agency Program Agreement.

[Funding Source: Fund 352, "LOST III"]

25. Recommendation Concerning the Muscogee Road Widening/Drainage Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the reallocation of funds from the Capital Improvement Program, transferring \$1,388,258 from Fund 352, "LOST III", Crabtree Church Road, Cost Center 210110, Object Code 56301, to the Transportation and Drainage LOST III, Fund 352, Cost Center 210107, Object Code 56301, Project #09EN0115, to fund the Muscogee Road Widening/Drainage Project.

26. Recommendation Concerning a Grant Agreement with the Florida

Department of Environmental Protection for Operation and Maintenance

Services to Boat Ramps Renovated and Constructed Under Deepwater

Horizon - Keith T. Wilkins, Director, Department of Natural Resources

Management

That the Board take the following action concerning a Grant Agreement (No. S0779) with the Florida Department of Environmental Protection (DEP) for Operation and Maintenance Services to Boat Ramps Renovated and Constructed Under Deepwater Horizon:

- A. Rescind the Board's action of April 9, 2015, approving County Administrator's Report, Budget/Finance Consent Agenda Item II-21, regarding DEP Grant Agreement (No. S0779);
- B. Approve the revised Grant Agreement (No. S0779) with the State of Florida DEP for operation and maintenance services to boat ramps renovated and constructed under Deepwater Horizon Natural Restoration Damage Assessment Early Restoration Program (NRDA ERP), in the amount of \$562,545, from the date of execution for a period of 12 months, inclusive; and
- C. Authorize the Chairman to sign the Grant Agreement and any documents related to acceptance, execution, reporting, and Amendments to this Grant, pending Legal review and approval, without further action of the Board.

Please note the last sentence in Paragraph 25 (page 6 of 7), "Any action hereon or in connection herewith shall be brought in Leon County, Florida."

[Fund: Fund 118, Gulf Coast Restoration Fund, Cost Center NRDA Boat Ramps]

III. For Discussion

Discussion Concerning Keep Pensacola Beautiful - Steven Barry,
 Commissioner District 5

COUNTY ATTORNEY'S REPORT

- I. For Action
- Recommendation Concerning Connie Tidwell's Workers' Compensation Settlement

That the Board approve payment to the claimant, Connie Tidwell, in the sum of \$154,867.00 inclusive of all outstanding attorney's fees and costs for a full and complete settlement of Ms. Tidwell's workers' compensation claim.

2. Recommendation Concerning the Local Option Sales Tax (LOST) Economic Development Trust Fund Resolution

That the Board adopt a Resolution designating the NOLF-X development and the Navy Federal Credit Union economic development incentive fund grant as projects that may be funded from the LOST Economic Development Trust Fund and allowing no more than Thirteen (13) million dollars to be deposited into the trust fund by December 31, 2017.

3. Recommendation Concerning the Interlocal Agreement between Escambia County and the Santa Rosa Island Authority (SRIA) relating to Equipment Lease Payments.

That the Board take the following action:

- A. Approve the Interlocal Agreement with the Santa Rosa Island Authority relating to Equipment Lease Payments;
- B. Authorize the Chairman to execute the Interlocal Agreement.
- 4. Recommendation Concerning Pitney Bowes Postage Meter Lease State of Florida Contract #600-760-11-1

That the Board approve and authorize the Chairman to sign the attached Lease Contract on the Pitney Bowes DM100 meter.

- 13. Items added to the agenda.
- 14. Announcements.
- 15. Adjournment.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-9249 Proclamations 7.

BCC Regular Meeting

Meeting Date: 11/05/2015

Issue: Adoption/Ratification of Proclamations
From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation commending and congratulating Mr. Leroy Williams, a Community Center Coordinator in the Neighborhood & Human Services Department, on his selection as "Employee of the Month" for November 2015;

- B. Adopt the Proclamation proclaiming November 10, 2015, as "Escambia County Recovery and Revitalization Day" in Escambia County, Florida, and joining with the Escambia Long Term Recovery Group to celebrate the great work done by so many willing organizations to rebuild hope and homes for survivors of the flood;
- C. Adopt the Proclamation designating November 13, 2015, as "World Pancreatic Cancer Day" in Escambia County, Florida;
- D. Adopt the Proclamation commending and congratulating Ms. Jacquelyn Pugh, Agent I, Tax Collector's Office, on her retirement and expressing appreciation for her 11 years of faithful and dedicated service to the citizens of Escambia County and the State of Florida:
- E. Adopt the Proclamation paying tribute to the life of Mr. Dave Daughtry and recognizing his service to Escambia County, the community he loved so much;
- F. Ratify the Proclamation dated October 15, 2015, commending Mr. Roy Jones, Sr., for his outstanding work with youth boxers that has helped shape the history of amateur boxing today; and
- G. Ratify the Proclamation dated October 15, 2015, commending Mr. Beau Williford for his outstanding work with youth boxers that has helped shape the history of amateur

boxing today.

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

Leroy Williams EOM
EC Revitalization Day
Pancreatic Cancer Proc
J. Pugh proc
Daughtry memorial proc
Ratify Procs

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

WHEREAS, Leroy Williams, a Community Center Coordinator in the Neighborhood & Human Services Department, began his employment with the County on March 4, 2014, and is selected for "Employee of the Month" for November 2015, for the standards of excellence that he displays in the performance of his duties; and

WHEREAS, Mr. Williams is responsible for coordination and oversight of programs and activities at various community centers. He plans, organizes, and supervises enrichment programs and recreational activities for various groups including senior citizens, adolescents, youth, and adults. He is also responsible for facilitating, promoting, and ensuring community planning and development of programs for the benefit of the citizens and our community, including accountability regarding building access, development of facility programming, and facility rental usage; and

WHEREAS, Mr. Williams has managed a very successful youth summer program at the Ebonwood Community Center, hosting over 200 youth for the summer, allowing them to be in a safe, positive and nurturing environment, building self-confidence and self-esteem by removing the kind of academic, athletic, and social competition in school; and

WHEREAS, in 1987, Mr. Williams founded and remains President of the Pensacola Community Arts and Recreation Association, a nonprofit, community-based association dedicated to the prevention of drug abuse, violence, and teen suicide among youth throughout the community. He is also the founder of the annual Youth Extravaganza, a variety show of over 150 youth participants each year, as well as founder of "The Big Cookout", a nonviolent and drug-free day held annually with free food, fun, and entertainment, which has become so popular that many prestigious County Officials attend regularly. Mr. Williams is also a national, award-winning gospel playwright, producer, and director, who took his stage play "LOVE AIN'T GOT NOTHING TO DO WITH IT" to the prestigious Fox Theatre in Atlanta, Georgia, and has written, produced, directed, and performed in 24 theatrical productions at the Pensacola Saenger Theater, as well as the Pensacola Little Theater; and

WHEREAS, Mr. Williams is an outstanding employee who brings forth a high degree of energy, commitment, flexibility and professional conduct at all times.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Leroy Williams on his selection as the "Employee of the Month" for November 2015.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman, District Five

Grover C. Robinson, IV, Vice Chairman District Four

Wilson B. Robertson, District One

Douglas Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

WHEREAS, Escambia County was hit by historic rains beginning on April 29, 2014, resulting in widespread flooding that damaged over 10,000 homes; and

WHEREAS, the Be Ready Alliance Coordinating for Emergencies (BRACE), serving as the County's Lead Organization for Emergency Support Function 15 (Volunteers & Donations), coordinated efforts of the Escambia Long Term Recovery Group and voluntary organizations from outside the community for the muck-out of nearly 600 homes and an unmet needs assessment supporting over 300 families with the assistance of volunteers that provided over 39,000 hours of donated service; and

WHEREAS, the Escambia Long Term Recovery Group member organizations have collaborated on the repair of 85 homes with the support and selfless service of volunteers who have invested more than 37,000 hours of labor, and

WHEREAS, every hour of volunteer labor saves homeowners an estimated \$23.07 per hour providing a savings of \$875,000 for home repair, while survivors of the flood have benefitted from the purchase of over \$300,000 of construction materials at discounted rates in Escambia County; and

WHEREAS, the total value of materials, volunteer labor, and organizational support provided through the Escambia County Long Term Recovery Group has exceeded \$2 Million to assist low income families unable to pay for repairs; and

WHEREAS, the Escambia County Long Term Recovery Group has leveraged the support of National Voluntary Organizations Active in Disasters; national, state, and local agencies; and community and faith-based partners including: the Federal Emergency Management Agency, Florida Division of Emergency Management, Volunteer Florida, Florida Voluntary Organizations Active in Disaster, Escambia County Neighborhood Enterprise Division, the City of Pensacola Housing Office, United Way of Escambia County, St. Vincent de Paul, Pensacola Habitat for Humanity, The Salvation Army, Presbyterian Disaster Assistance, World Renew, Mennonite Disaster Services, United Methodist Committee on Relief, United Methodist Volunteers in Mission, Nomads on a Mission Active in Divine Service, Southern Baptist Association, United Church of Christ, and the American Red Cross that have collectively invested time, talent, and resources to restore homes of low income families to a safe, sanitary, and functional condition through the coordination of BRACE; and

WHEREAS, Legal Services of North Florida has lived up to their mission of Hope, Justice For All, by providing a wide variety of legal services to the 2014 flood survivors of Escambia County, including assisting with filing FEMA appeals, probate issues, title issues, etc., so that repairs could be made to their homes.

NOW, THEREFORE, the Board of County Commissioners of Escambia County, Florida, hereby proclaims

November 10, 2015, as "ESCAMBIA COUNTY RECOVERY AND REVITALIZATION DAY" in Escambia County, Florida, and
joins with the Escambia Long Term Recovery Group to celebrate the great work done by so many willing organizations to rebuild
hope and homes for survivors of the flood.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman, District Five

Grover C. Robinson, IV, Vice Chairman District Four

Wilson B. Robertson, District One

Douglas Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers

Clerk of the Circuit Court

Deputy Clerk

WHEREAS, in 2015, an estimated 48,960 people will be diagnosed with pancreatic cancer in the United States and 40,560 will die from the disease; and

WHEREAS, pancreatic cancer is one of the deadliest cancers, is currently the fourth leading cause of cancer death in the United States, and is projected to become the second by 2020; and

WHEREAS, pancreatic cancer is the only major cancer with a five-year relative survival rate in the single digits at just seven percent; and

WHEREAS, when symptoms of pancreatic cancer present themselves, it is generally late stage, and 73% of pancreatic cancer patients die within the first year of their diagnosis, while 93% of pancreatic cancer patients die within the first five years; and

WHEREAS, approximately 2,980 deaths will occur in Florida in 2015; and

WHEREAS, pancreatic cancer is the seventh most common cause of cancer-related death in men and women across the world; and

WHEREAS, there will be an estimated 367,000 new pancreatic cancer cases diagnosed globally in 2015; and

WHEREAS, the good health and well-being of the residents of Escambia County are enhanced as a direct result of increased awareness about pancreatic cancer and research into early detection, causes, and effective treatments.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, designates November 13, 2015, as "World Pancreatic Cancer Day" in Escambia County, Florida.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman, District Five
Grover C. Robinson, IV, Vice Chairman,
District Four
Wilson B. Robertson, District One
Douglas Underhill, District Two
Lumon J. May, District Three

ATTEST:	Pam Childers Clerk of the Circuit Court
	Deputy Clerk

WHEREAS, Ms. Jacquelyn Pugh has served Escambia County, Florida, as an employee of the Escambia County Tax Collector since March 29, 2004; and

WHEREAS, Ms. Pugh first joined the Tax Collector's Office as a Tax Agent Trainee on March 29, 2004, and is retiring as an Agent I on December 1, 2015; and

WHEREAS, Ms. Pugh provided the citizens visiting the Marcus Pointe, Downtown Pensacola, and Warrington Offices with the highest quality customer service for many years; and

WHEREAS, Jacquelyn Pugh assisted the citizens of Escambia County at the Tax Collector's Office faithfully for over 11 years, retiring from the Tax Collector's Office as an Agent I.

NOW, THEREFORE, BE IT PROCLAIMED, that Janet Holley, Escambia County Tax Collector, and the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commend and congratulate Jacquelyn Pugh on her retirement and outstanding record of service to the public.

BE IT FURTHER PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, expresses its appreciation to Jacquelyn Pugh for her 11 years of faithful and dedicated service to the citizens of Escambia County and the State of Florida.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman, District Five

Grover C. Robinson, IV, Vice Chairman District Four

Wilson B. Robertson, District One

Douglas Underhill, District Two

Lumon J. May, District Three

ATTEST:	Pam Childers Clerk of the Circuit Court
	Deputy Clerk

WHEREAS, Dave Daughtry, a popular broadcaster in local radio and television, was born in Macon County, Alabama. His radio career began in Andalusia, Alabama, at a small radio station and covered several states and innumerable assignments; and

WHEREAS, thirty years ago Mr. Daughtry was hired by WEAR-TV in Pensacola as the news anchor; he also worked as a reporter with WALA-TV in Mobile for several years; and

WHEREAS, since 2001, Mr. Daughtry awakened listeners with interesting conversation and commentary about what's happening in Northwest Florida on the morning show "Morning Folks" from 6:00 a.m. to 8:00 a.m., on WEBY in Milton, Florida, the only AM station to cover all of Escambia and Santa Rosa Counties in Florida, plus Baldwin County in Alabama; and

WHEREAS, Mr. Daughtry had a strong voice and loved to sing. He sang at many Winterfest Presentations at the Board of County Commissioners' Meetings to celebrate the holiday season.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, pays tribute to the life of Mr. Dave Daughtry and recognizes his service to the community he loved so much.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman, District Five

Grover C. Robinson, IV, Vice Chairman

Wilson B. Robertson, District One

Douglas Underhill, District Two

Lumon J. May, District Three

ATTEST:	Pam Childers Clerk of the Circuit Court
	Deputy Clerk

November 5, 2015

Adopted:

WHEREAS, Beau Williford, a Manager/Trainer with over 60 years of boxing experience, started boxing when he was six years old. He and his wife Teri have five sons, three of whom have won state Golden Gloves titles; and

WHEREAS, during his fighting career, Mr. Williford was a North Carolina Golden Gloves Champion and was a National Amateur Champion in 1967. He was undefeated on the National Team in the European Tour; and

WHEREAS, competing as a professional in 40 boxing bouts, Mr. Williford was a top-ranked heavyweight and sparring partner for Muhammad Ali, George Foreman, Joe Frazier, and Chuck Wepner, who became his great friends; and

WHEREAS, in addition to boxing Mr. Williford studied business at the College of New Rochelle and worked as a bartender at several popular nightspots; and

WHEREAS, in 1979, Mr. Williford moved to Lafayette, Louisiana, to work in the oil industry, where he began training and managing boxers, and in 1982 he opened the Ragin' Cajun Boxing Club in Lafayette; and

WHEREAS, in 2002, USA Boxing honored Mr. Williford by naming him the "Coach of the Year", and in 2004, he was inducted into the USA Boxing Hall of Fame; and

WHEREAS, Mr. Williford has produced numerous professional World/Continental Champions and countless Amateur Champions.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, commends boxing legend Mr. Beau Williford for his outstanding work with youth boxers that has helped shape the history of amateur boxing today.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman, District Five

Grover C. Robinson, IV, Vice Chairman

Wilson B. Robertson, District One

Douglas Underhill, District Two

Lumon J. May, District Three

ATTEST Ham Childers

Clerk of the Circuit Court

Deputy Glerk

Dated: October 15, 2015

WHEREAS, Roy Jones, Sr., is married to his wife, Carol, and lives in Pensacola, Florida. He has four daughters, Tiffany, Corey, Lakeisha, and Cantandrea, and one son, Roy Jr.; and

WHEREAS, when the younger Roy was nine years old, he told his father, "Dad, I want you to get me a fight." To prepare his son for that moment, Mr. Jones, Sr., built a platform in the yard for a heavy bag and a speed bag. Out in a pasture, he built a ring and began to show Roy the nuances of the art of boxing. When neighborhood youngsters began to watch from the front gate, he invited them to try as well; and

WHEREAS, as a result of his father's training Roy Jones, Jr., became "one of the greatest talents this sport has ever seen. His skill dwarfs that of his nearest ranked opposition", wrote John DiMaio; and

WHEREAS, Roy Jones, Sr., is a decorated Vietnam veteran, ex-club fighter and retired aircraft engineer. During his boxing career, he was a dedicated fighter, manager, and promoter of boxing; and

WHEREAS, Mr. Roy Jones, Sr., ran his own boxing gym and spent all of his available time and financial resources to help build young boxers. He offered direction and useful discipline to numerous youths and steered many of them away from trouble. He did everything possible to expand the program to help more kids.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, commends boxing legend Mr. Roy Jones, Sr., for his outstanding work with youth boxers that has helped shape the history of amateur boxing today.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA, COUNTY, FLORIDA

Steven Barry, Chairman, District Five

Grover C. Robinson, IV, Vice Chairman

Wilson B. Robertson, District One

Douglas Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers

Clerk of the Circuit Court

Deputy Clerk

Dated: October 15, 2015



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-9283 Public Hearings 9.

BCC Regular Meeting

Meeting Date: 11/05/2015

Issue: 5:32 p.m. Public Hearing and Supplemental Budget Amendment #001

- Re-budgets

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of amending the Fiscal Year 2015/2016 Budget for the purpose of recognizing prior year grants and fund balances and appropriating these funds for ongoing projects.

<u>Recommendation:</u> That the Board take the following action concerning re-budgeting ongoing projects that were not completed by the end of Fiscal Year 2014/2015:

A. Conduct the 5:32 p.m. Public Hearing on November 5, 2015, amending the Fiscal Year 2015/2016 Budget for the purpose of recognizing prior year grants and fund balances, and appropriating these funds for ongoing projects;

B. Following the Public Hearing, adopt the Resolution approving Supplemental Budget Amendment #001, General Fund (001), Escambia County Restricted Fund (101), Economic Development Fund (102), Mass Transit Fund (104), Tourist Promotion Fund (108), Other Grants & Projects (110), Disaster Recovery Fund (112), Library Fund (113), Gulf Coast Restoration Fund (118), SHIP Fund (120), CDBG/HUD Entitlement Fund (129), Fire Protection Fund (143), Community Redevelopment Fund (151), Southwest Sector CRA (152), Bob Sikes Toll Fund (167), Transportation Trust Fund (175), Drainage Basin Funds (181), Debt Service Fund (203), FTA Capital Fund (320), Local Option Sales Tax III Fund (352), Solid Waste Fund (401), Building Inspection Fund (406), Emergency Services Fund (408), and Internal Service Fund (501), in the amount of \$124,589,031.69, to re-budget the funds associated with ongoing grants and projects that were not completed by the end of Fiscal Year 2014/2015; and

C. Approve all associated Fiscal Year 2015/2016 Purchase Orders for projects with existing Purchase Orders.

BACKGROUND:

This supplemental budget amendment amends the FY 2015/2016 Budget to include re-budgets from FY 2014/2015. Re-budgets are funds for grants and projects that were approved in FY 2014/2015 or earlier, but since these projects were not completed, the associated funds must be brought forward into the FY 2015/2016 Budget, so these projects can be completed.

The description of each of these projects can be found in the attached backup.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Re-Budget SBA#001

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget.

WHEREAS, projects that began in the FY2014/2015 Budget have not been completed, and the funds associated with these projects must be rolled forward into the FY2015/2016 Budget and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2016:

Fund Name	Fund Number
General Fund	1
Escambia County Restricted Fund	101
Economic Development Fund	102
Mass Transit Fund	104
Tourist Promotion	108
Other Grants and Projects Fund	110
Disaster Recovery Fund	112
Library Fund	113
Gulf Coast Restoration Fund	118
SHIP Fund	120
CDBG HUD Entitlement Fund	129
Fire Protection Fund	143
Community Redevelopment Fund	151
Southwest Sector CRA	152
Bob Sikes Toll Fund	167
Transportation Trust Fund	175
Drainage Basin Funds	181
Debt Service Fund	203
FTA Capital Project Fund	320
Local Option Sales Tax III	352
Solid Waste Fund	401
Building Inspection Fund	406
Emergency Services Fund	408
Internal Service Fund	501

Revenue Title	Fund Number	Account Code	<u>Amount</u>
Fund Balance	001	389901	22,253.00
Fund Balance	001	389901	86,408.00
Fund Balance	001	389901	161,567.00
Fund Balance	001	389901	19,558.00
Fund Balance	001	389901	55,913.00
Fund Balance	001	389901	24,400.00
Fund Balance	001	389901	47,500.00
Fund Balance	001	389901	16,000.00
Fund Balance	001	389901	50,000.00
Fund Balance	001	389901	25,000.00
Tree Fund Ordinance Fees	101	343701	25,000.00
Wetland Mitigation Fees	101	349010	8,000.00
Memorial Reef	101	366004	4,822.00
Jones Swamp Wetland Preserve	101	365002	17,486.00
Nat'l Pollutant Discharge System	101	334332	15,000.00
Fishing Bridge Fees	101	347206	10,000.00
Fund Balance	101	389901	3,166.00
Fund Balance	102	389901	22,991.00
2012 FTA Grant FL90-X804	104	331465	378,366.00
2013 FTA Grant FL 90-825	104	331463	54,448.00
Fund Balance	108	389901	3,800.00
Fund Balance	108	389901	2,500.00
Contributions from Private Source	108	366001	38,301.00
Fund Balance	108	389901	1,227,070.00
Vessel Registration Fees	110	334704	48,000.00
FDACS Congongrass Grant	110	365002	332.00
Glynn Key Stormwater	110	331305	5,000.00
Density Reduction PNS-NAS	110	334220	36,462.00
Density Reduction Area A	110	334268	494,455.00
Defense Infrastructure 2013	110	334279	200,000.00
Defense Infrastructure 2014	110	334280	200,000.00

FDEP LID Monitoring Grant	110	334367	203,135.00
NFWF Jones Swamp Patton	110	334369	28,925.00
BP Promotional Fund Grant	110	334516	17,540.00
EMS County Award	110	334221	13,264.00
Hazardous Materials Plan	110	334244	17,309.00
DCA Civil Defense	110	331228	94,666.00
EMP Federal Grant	110	331262	68,532.00
Domestic Security Grant NRDA Turtle Grant-DEP/FWC	110 110	334252 334368	8,965.00
Federal Elections Activity Grant	110	331105	18,000.00 5,904.00
Federal Elections Activity Grant	110	331105	33,684.00
Fund Balance	113	389901	86,153.00
Library Donations	113	366219	30,715.00
Museum on Mainstreet Grant	113	366009	4,113.00
NRDA Boat Ramps	118	334735	562,545.00
NFWF #45910 Bayou Chico	118	384005	2,000,000.00
SHIP 2015 Grant	120	335707	205,772.00
CDBG HUD/Voluntary Cleanup Tax Credit	129	369001	100,817.00
2013 HUD Entitlement	129	331554	8,685.00
2011 HUD Entitlement	129	331552	1,150.00
2014 HUD Entitlement	129	331555	236.00
2014 HUD Entitlement	129	331555	4,552.00
Fund Balance	151	389901	50,000.00
Fund Balance	152	389901	846,245.00
Fund Balance	167	389901 389901	5,000.00
Fund Balance Fund Balance	167 175	389901	91,992.00 25,000.00
Fund Balance	175	389901	102,742.00
Fund Balance	175	389901	233,886.00
FDOT Reimbursements	175	369409	103,361.00
Fund Balance	175	389901	369,450.00
Fund Balance	181	389901	473,978.00
Transfer from Fund 108	203	381108	1,227,070.00
2010 FTA FL90X728	320	331455	135,537.00
2011 FTA Grant FL90X759	320	331459	168,938.00
2012 FTA Grant FL90-X804	320	331460	261,332.00
2013 FTA320 FL90-X818	320	331462	45,478.00
2013 FTA320 FL90-X825	320	331464	40,000.00
Good Repair Grant FL-04018100	320	331466	164,895.00
2013 FTA 5339 FL 34-0021	320	331470	97,969.00
2014 FTA 320 FL90-X848	320	331472	203,679.00
FTA-VTCLI Grant 2015 FTA 320 FL90-X877-00	320 320	331475 331477	3,737.00 1,103,645.00
Fund Balance	352	389901	5,593.00
Fund Balance	352	389901	77,624.00
Fund Balance	352	389901	651,835.00
Fund Balance	352	389901	1,389,175.00
Fund Balance	352	389901	205,072.00
Fund Balance	352	389901	43,083.00
Fund Balance	352	389901	22,020.00
Fund Balance	352	389901	3,346,143.00
Fund Balance	352	389901	49,400.00
ECUA Contributions	352	337302	46,548.00
Fund Balance	352	389901	46,622,731.00
Fund Balance	352	389901	3,386,748.00
LAP-Quietwater Beach Landing	352	334xxx/New	117,032.00
LAP - Bauer Rd Paved Shoulder	352	334xxx/New	38,593.00
LAP-East Johnson Ave Stormwater Repair	352	334xxx/New	259,200.00
LAP - CR 292A Gulf Beach Drainage	352	334xxx/New	148,518.00
Fund Balance	501	389901	15,100,943.00
Fund Balance	501	389901	500,000.00
Fund Balance	1	389901	543,354.07
IIDC OPERATING	101	343302	45,000.00
Fund Balance	101	389901	2,333.52
Fund Balance	102	389901	165,778.83
Fund Balance	108	389901	317,511.95
ORISKANY PCB MONITORING	110	334326	28,500.00
DENSITY REDUCTION PNS-NAS	110	334268	16,500.00
URBAN & CMMUNTY.FORESTRY	110	334903	4,212.17
RCREATNL TRAIL-S.W.GRN.WY	110	331412	6,876.81
BP PROMOTIONAL FUND GRANT	110	334516	827.11
DCA/CIVIL DEFENSE GRANT	110	331228	253.50
OSCA CTIHO GRANT-IN-AID	110	334812	26,000.00

FEMA Reimbursement	112	331203	3,558,212.72
Fund Balance	113	389901	38,155.33
LIBRARY Donations	113	366219	74,267.90
SHIP 2015 ADMIN	120	335707	129,696.30
BROWNFIELD/ROMANA-VCTC	129	369001	99,700.10
CDBG 2014 ADMIN/PLANNING	129	331555	193.86
CDBG 2011 HOUSING REHAB	129 143	331552	7,100.00 179,645.75
Fund Balance Fund Balance	151	389901 389901	8,267.08
Fund Balance	167	389901	2,011,683.81
Fund Balance	175	389901	698,769.61
Fund Balance	181	389901	176,606.64
2010 FTA FL90X728	320	331455	117,720.00
2010 FTA FL90X728	320	331455	3,200.00
2011 FTA GRANT FL90X759	320	331459	7,089.96
2011 FTA GRANT FL90X759	320	331459	6,998.00
2012 FTA GRANT FL90X804	320	331460	24,035.00
2012 FTA GRANT FL90X804	320	331460	2,067.00
2010 FTA FL90X728	320	331455	8,720.58
FTA-VTCLI GRANT FTA-VTCLI GRANT	320 320	331475 331475	5,940.00 40,650.00
Fund Balance	352	389901	27,865,687.47
Fund Balance	401	389901	969,732.40
Fund Balance	406	389901	21,325.00
Fund Balance	408	389901	1,219,220.00
INSURANCE PROCEEDS	501	369008	70.00
INSURANCE PROCEEDS	501	369008	63,844.50
INSURANCE PROCEEDS	501	369008	1,786.02
INSURANCE PROCEEDS	501	369008	176,120.00
INSURANCE PROCEEDS	501	369008	9,500.00
INSURANCE PROCEEDS	501	369008	996,505.50
INSURANCE PROCEEDS	501	369008	299,057.20
Fund Balance	501	389901	664.00
Fund Balance	501	389901	27,000.00
Sub-Total			\$84,582,652.00
Sub-Total		=	\$40,006,379.69
Sub-Total Grand Total		= = = =	\$40,006,379.69 \$124,589,031.69
	Fund Number/Cost Center	= = Account Code/ Project Number	
Grand Total Appropriations Title			\$124,589,031.69 Amount
Grand Total Appropriations Title Machinery & Equipment	Fund Number/Cost Center 001/110601 001/270109	Project Number	\$124,589,031.69
Grand Total Appropriations Title	001/110601	Project Number 56401	\$124,589,031.69 Amount 22,253.00
Appropriations Title Machinery & Equipment Machinery & Equipment Repair & Maintenance Operating Supplies	001/110601 001/270109	56401 56401 54601 55201	\$124,589,031.69 Amount 22,253.00 86,408.00 37,632.00 27,516.00
Appropriations Title Machinery & Equipment Machinery & Equipment Repair & Maintenance Operating Supplies Buildings	001/110601 001/270109 001/210607 001/210607 001/210607	56401 56401 56401 55201 56201	\$124,589,031.69 Amount 22,253.00 86,408.00 37,632.00
Appropriations Title Machinery & Equipment Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Improvements other than Buildings	001/110601 001/270109 001/210607 001/210607 001/210607 001/210607	56401 56401 54601 55201 56201 56301	\$124,589,031.69 Amount 22,253.00 86,408.00 37,632.00 27,516.00 16,419.00 60,000.00
Appropriations Title Machinery & Equipment Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Improvements other than Buildings Machinery & Equipment	001/110601 001/270109 001/210607 001/210607 001/210607 001/210607 001/210607	56401 56401 54601 55201 56201 56301 56401	\$124,589,031.69 Amount 22,253.00 86,408.00 37,632.00 27,516.00 16,419.00 60,000.00 20,000.00
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Appropriations Title Machinery & Equipment Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Improvements other than Buildings Machinery & Equipment Repair & Maintenance Operating Supplies	001/110601 001/270109 001/210607 001/210607 001/210607 001/210607 001/210607 001/210612 001/210612	56401 56401 56401 54601 55201 56201 56301 56401 54601 55201	\$124,589,031.69 Amount 22,253.00 86,408.00 37,632.00 27,516.00 16,419.00 60,000.00 20,000.00 12,531.00 7,027.00
Appropriations Title Machinery & Equipment Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Improvements other than Buildings Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Buildings	001/110601 001/270109 001/210607 001/210607 001/210607 001/210607 001/210607 001/210612 001/210612 001/310204	56401 56401 56401 54601 55201 56201 56301 56401 54601 55201 56201	\$124,589,031.69 Amount 22,253.00 86,408.00 37,632.00 27,516.00 16,419.00 60,000.00 20,000.00 12,531.00 7,027.00 3,833.00
Appropriations Title Machinery & Equipment Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Improvements other than Buildings Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Buildings Buildings Buildings	001/110601 001/270109 001/210607 001/210607 001/210607 001/210607 001/210607 001/210612 001/210612 001/310204 001/310204	56401 56401 55401 55201 56201 56301 56401 55201 56401 55401 55201 56201	\$124,589,031.69 Amount 22,253.00 86,408.00 37,632.00 27,516.00 16,419.00 60,000.00 20,000.00 12,531.00 7,027.00 3,833.00 3,080.00
Appropriations Title Machinery & Equipment Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Improvements other than Buildings Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Buildings Buildings Buildings Buildings	001/110601 001/270109 001/210607 001/210607 001/210607 001/210607 001/210607 001/210612 001/210612 001/310204 001/310204	56401 56401 55401 55201 56201 56301 56401 55201 56201 56201 56201 56201	\$124,589,031.69 Amount 22,253.00 86,408.00 37,632.00 27,516.00 16,419.00 60,000.00 20,000.00 12,531.00 7,027.00 3,833.00 3,080.00 49,000.00
Appropriations Title Machinery & Equipment Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Improvements other than Buildings Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Buildings Buildings Buildings	001/110601 001/270109 001/210607 001/210607 001/210607 001/210607 001/210607 001/210612 001/210612 001/310204 001/310204 001/310204	56401 56401 55401 55201 56201 56301 56401 55201 56201 56201 56201 56201 56201 56201 56201	\$124,589,031.69 Amount 22,253.00 86,408.00 37,632.00 27,516.00 16,419.00 60,000.00 20,000.00 12,531.00 7,027.00 3,833.00 3,080.00
Appropriations Title Machinery & Equipment Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Improvements other than Buildings Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Buildings Buildings Buildings Buildings Land	001/110601 001/270109 001/210607 001/210607 001/210607 001/210607 001/210607 001/210612 001/210612 001/310204 001/310204 001/310204 001/220100 001/220100	56401 56401 55401 55201 56201 56301 56401 55201 56201 56201 56201 56201	\$124,589,031.69 Amount 22,253.00 86,408.00 37,632.00 27,516.00 16,419.00 60,000.00 20,000.00 12,531.00 7,027.00 3,833.00 3,080.00 49,000.00 6,400.00
Appropriations Title Machinery & Equipment Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Improvements other than Buildings Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Buildings Buildings Buildings Buildings Land Improvements other than Buildings	001/110601 001/270109 001/210607 001/210607 001/210607 001/210607 001/210607 001/210612 001/210612 001/310204 001/310204 001/310204	56401 56401 55401 55201 56201 56301 56401 55201 56201 56201 56201 56201 56201 56201 56201 56201	\$124,589,031.69 Amount 22,253.00 86,408.00 37,632.00 27,516.00 16,419.00 60,000.00 20,000.00 12,531.00 7,027.00 3,833.00 3,080.00 49,000.00 6,400.00 18,000.00
Appropriations Title Machinery & Equipment Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Improvements other than Buildings Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Buildings Buildings Buildings Buildings Land Improvements other than Buildings Other Contractual Services	001/110601 001/270109 001/210607 001/210607 001/210607 001/210607 001/210607 001/210612 001/210612 001/310204 001/310204 001/310204 001/220100 001/220100	56401 56401 55401 55201 56201 56301 56401 55201 56201 56201 56201 56201 56201 56201 56301 56301 56301	\$124,589,031.69 Amount 22,253.00 86,408.00 37,632.00 27,516.00 16,419.00 60,000.00 20,000.00 12,531.00 7,027.00 3,833.00 3,080.00 49,000.00 6,400.00 18,000.00 7,000.00
Appropriations Title Machinery & Equipment Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Improvements other than Buildings Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Buildings Buildings Buildings Buildings Land Improvements other than Buildings Other Contractual Services Repair & Maintenance Machinery & Equipment Communications	001/110601 001/270109 001/210607 001/210607 001/210607 001/210607 001/210607 001/210612 001/210612 001/310204 001/310204 001/220100 001/220100 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001	56401 56401 56401 55401 55201 56201 56301 55401 55201 56201 56201 56201 56201 56201 56201 56201 56201 56201 56401 553401 55401 55401 55401	\$124,589,031.69 Amount 22,253.00 86,408.00 37,632.00 27,516.00 16,419.00 60,000.00 20,000.00 12,531.00 7,027.00 3,833.00 3,080.00 49,000.00 6,400.00 18,000.00 7,000.00 6,500.00 34,000.00 (25,000.00)
Appropriations Title Machinery & Equipment Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Improvements other than Buildings Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Buildings Buildings Buildings Buildings Land Improvements other than Buildings Other Contractual Services Repair & Maintenance Machinery & Equipment Communications Reserves for Operating	001/110601 001/270109 001/210607 001/210607 001/210607 001/210607 001/210607 001/210612 001/210612 001/210612 001/310204 001/310204 001/220100 001/220100 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/270103 001/110201	56401 56401 56401 55401 55201 56201 56301 55401 55401 55401 55601 56201 56201 56201 56201 56201 56401 55401 55401 553401 55401 55401 55401 55401 55401	\$124,589,031.69 Amount 22,253.00 86,408.00 37,632.00 27,516.00 16,419.00 60,000.00 20,000.00 12,531.00 7,027.00 3,833.00 3,080.00 49,000.00 6,400.00 18,000.00 7,000.00 6,500.00 34,000.00 (25,000.00) 25,000.00
Appropriations Title Machinery & Equipment Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Improvements other than Buildings Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Buildings Buildings Buildings Buildings Land Improvements other than Buildings Other Contractual Services Repair & Maintenance Machinery & Equipment Communications Reserves for Operating Buildings	001/110601 001/270109 001/210607 001/210607 001/210607 001/210607 001/210607 001/210612 001/210612 001/210612 001/310204 001/310204 001/220100 001/220100 001/221001 001/221001 001/221001 001/221001 001/221001 001/270103 001/110201	\$6401 \$56401 \$56401 \$56401 \$55201 \$56201 \$56301 \$56401 \$55201 \$56201 \$56201 \$56201 \$56201 \$56201 \$56401 \$56401 \$54601 \$54601 \$54601 \$54601 \$56401 \$56401 \$56401 \$56401 \$56401 \$56401 \$56805 \$56201	\$124,589,031.69 Amount 22,253.00 86,408.00 37,632.00 27,516.00 16,419.00 60,000.00 20,000.00 12,531.00 7,027.00 3,833.00 49,000.00 6,400.00 18,000.00 7,000.00 6,500.00 34,000.00 (25,000.00) 25,000.00 16,000.00
Appropriations Title Machinery & Equipment Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Improvements other than Buildings Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Buildings Buildings Buildings Buildings Buildings Cother Contractual Services Repair & Maintenance Machinery & Equipment Communications Reserves for Operating Buildings Buildings Buildings Cother Contractual Services Repair & Maintenance Machinery & Equipment Communications Reserves for Operating Buildings Machinery & Equipment	001/110601 001/270109 001/210607 001/210607 001/210607 001/210607 001/210607 001/210612 001/210612 001/210612 001/310204 001/310204 001/220100 001/220100 001/221001 001/221001 001/221001 001/221001 001/221001 001/270103 001/110201 001/110201	56401 56401 56401 55401 55201 56201 56301 55401 55201 56201 56201 56201 56201 56201 56401 55401 56301 56301 56301 56301 56301 56301 56401 55401 55401 55401 55401 55401	\$124,589,031.69 Amount 22,253.00 86,408.00 37,632.00 27,516.00 16,419.00 60,000.00 12,531.00 7,027.00 3,833.00 49,000.00 6,400.00 18,000.00 7,000.00 6,500.00 34,000.00 (25,000.00) 25,000.00 16,000.00
Appropriations Title Machinery & Equipment Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Improvements other than Buildings Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Buildings Buildings Buildings Buildings Buildings Land Improvements other than Buildings Other Contractual Services Repair & Maintenance Machinery & Equipment Communications Reserves for Operating Buildings Machinery & Equipment Special Pay	001/110601 001/270109 001/210607 001/210607 001/210607 001/210607 001/210607 001/210612 001/210612 001/310204 001/310204 001/220100 001/220100 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001	56401 56401 56401 55401 55201 56201 56301 55401 55201 56201 56201 56201 56201 56401 55401 56301 56301 56401 55401 55401 55401 55401 55401 55401 55401 55401 55401 55401	\$124,589,031.69 Amount 22,253.00 86,408.00 37,632.00 27,516.00 16,419.00 60,000.00 12,531.00 7,027.00 3,833.00 49,000.00 6,400.00 18,000.00 7,000.00 6,500.00 34,000.00 (25,000.00) 25,000.00 16,000.00 16,000.00 4,800.00
Appropriations Title Machinery & Equipment Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Improvements other than Buildings Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Buildings Buildings Buildings Buildings Buildings Land Improvements other than Buildings Other Contractual Services Repair & Maintenance Machinery & Equipment Communications Reserves for Operating Buildings Machinery & Equipment Special Pay FICA	001/110601 001/270109 001/210607 001/210607 001/210607 001/210607 001/210607 001/210607 001/210612 001/210612 001/310204 001/310204 001/320100 001/220100 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/380201	56401 56401 56401 55401 55201 56201 56301 55401 55201 56201 56201 56201 56201 56201 56201 56201 56301 56401 55401 55401 55401 55401 55401 55401 55401 55401 55401 55401 55401 55401 55401	\$124,589,031.69 Amount 22,253.00 86,408.00 37,632.00 27,516.00 16,419.00 60,000.00 20,000.00 12,531.00 7,027.00 3,833.00 49,000.00 6,400.00 18,000.00 7,000.00 6,500.00 34,000.00 (25,000.00) 25,000.00 16,000.00 16,000.00 16,000.00 367.00
Appropriations Title Machinery & Equipment Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Improvements other than Buildings Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Buildings Buildings Buildings Buildings Land Improvements other than Buildings Other Contractual Services Repair & Maintenance Machinery & Equipment Communications Reserves for Operating Buildings Machinery & Equipment Special Pay FICA Retirement	001/110601 001/270109 001/210607 001/210607 001/210607 001/210607 001/210607 001/210612 001/210612 001/210612 001/310204 001/310204 001/220100 001/220100 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/22001	56401 56401 56401 55401 55201 56201 56301 56401 55201 56201 56201 56201 56201 56201 56401 55401 55401 55401 55401 55401 55401 55401 55401 55401 55401 55401 55401 55401 55401 55401 55201	\$124,589,031.69 Amount 22,253.00 86,408.00 37,632.00 27,516.00 16,419.00 60,000.00 20,000.00 12,531.00 7,027.00 3,833.00 3,080.00 49,000.00 6,400.00 18,000.00 7,000.00 6,500.00 34,000.00 (25,000.00) 16,000.00 16,000.00 4,800.00 4,800.00 367.00 348.00
Appropriations Title Machinery & Equipment Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Improvements other than Buildings Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Buildings Buildings Buildings Buildings Land Improvements other than Buildings Other Contractual Services Repair & Maintenance Machinery & Equipment Communications Reserves for Operating Buildings Machinery & Equipment Special Pay FICA Retirement Workers Comp	001/110601 001/270109 001/210607 001/210607 001/210607 001/210607 001/210607 001/210607 001/210612 001/210612 001/310204 001/310204 001/320100 001/220100 001/220100 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/380201 001/380201 001/380201	56401 56401 56401 54601 55201 56201 56301 56401 55201 56201 56201 56201 56201 56301 56301 56301 56301 56401 56401 56401 59805 56201 56401 51501 52101 52201 52401	\$124,589,031.69 Amount 22,253.00 86,408.00 37,632.00 27,516.00 16,419.00 60,000.00 12,531.00 7,027.00 3,833.00 3,080.00 49,000.00 6,400.00 18,000.00 7,000.00 6,500.00 34,000.00 (25,000.00) 25,000.00 16,000.00 4,800.00 4,800.00 367.00 348.00 348.00 12.00
Appropriations Title Machinery & Equipment Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Improvements other than Buildings Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Buildings Buildings Buildings Buildings Land Improvements other than Buildings Other Contractual Services Repair & Maintenance Machinery & Equipment Communications Reserves for Operating Buildings Machinery & Equipment Special Pay FICA Retirement Workers Comp Reserves for Operating	001/110601 001/270109 001/210607 001/210607 001/210607 001/210607 001/210607 001/210612 001/210612 001/210612 001/310204 001/310204 001/220100 001/220100 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/380201 001/380201 001/380201 001/380201 001/380201	Froject Number 56401 56401 54601 55201 56201 56301 56401 55201 56201 56201 56201 56201 56301 56301 56401 56401 56401 56401 56401 56401 56401 56401 55201 56201 56401 51501 52201 52401 59805	\$124,589,031.69 Amount 22,253.00 86,408.00 37,632.00 27,516.00 16,419.00 60,000.00 12,531.00 7,027.00 3,833.00 3,080.00 49,000.00 6,400.00 18,000.00 7,000.00 6,500.00 34,000.00 (25,000.00) 25,000.00 16,000.00 4,800.00 4,800.00 340.00 367.00 348.00 348.00 12.00 (5,527.00)
Appropriations Title Machinery & Equipment Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Improvements other than Buildings Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Buildings Buildings Buildings Buildings Land Improvements other than Buildings Other Contractual Services Repair & Maintenance Machinery & Equipment Communications Reserves for Operating Buildings Machinery & Equipment Special Pay FICA Retirement Workers Comp	001/110601 001/270109 001/210607 001/210607 001/210607 001/210607 001/210607 001/210607 001/210612 001/210612 001/310204 001/310204 001/320100 001/220100 001/220100 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/380201 001/380201 001/380201	56401 56401 56401 54601 55201 56201 56301 56401 55201 56201 56201 56201 56201 56301 56301 56301 56301 56401 56401 56401 59805 56201 56401 51501 52101 52201 52401	\$124,589,031.69 Amount 22,253.00 86,408.00 37,632.00 27,516.00 16,419.00 60,000.00 12,531.00 7,027.00 3,833.00 3,080.00 49,000.00 6,400.00 18,000.00 7,000.00 6,500.00 34,000.00 (25,000.00) 25,000.00 16,000.00 4,800.00 4,800.00 367.00 348.00 348.00 12.00
Appropriations Title Machinery & Equipment Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Improvements other than Buildings Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Buildings Buildings Buildings Buildings Land Improvements other than Buildings Other Contractual Services Repair & Maintenance Machinery & Equipment Communications Reserves for Operating Buildings Machinery & Equipment Special Pay FICA Retirement Workers Comp Reserves for Operating Special Pay	001/110601 001/270109 001/210607 001/210607 001/210607 001/210607 001/210607 001/210612 001/210612 001/210612 001/310204 001/310204 001/220100 001/220100 001/221001 001/221001 001/221001 001/221001 001/270103 001/270103 001/110201 001/110201 001/380201 001/380201 001/380201 001/380201 001/110201 001/110201 001/380201 001/380201 001/380201 001/110201	56401 56401 56401 55401 55201 56201 56301 56401 55201 56201 56201 56201 56201 56201 56101 56401 54401 54401 55401 55401 55401 55401 55401 55401 55401 55401 55401 55401 55401 55401 55401 55401 55401 55401 55401 55401 55401	\$124,589,031.69 Amount 22,253.00 86,408.00 37,632.00 27,516.00 16,419.00 60,000.00 20,000.00 12,531.00 7,027.00 3,833.00 3,080.00 49,000.00 6,400.00 18,000.00 7,000.00 6,500.00 34,000.00 (25,000.00) 25,000.00 16,000.00 4,800.00 4,800.00 348.00 348.00 12.00 (5,527.00) 4,800.00
Appropriations Title Machinery & Equipment Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Improvements other than Buildings Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Buildings Buildings Buildings Buildings Land Improvements other than Buildings Other Contractual Services Repair & Maintenance Machinery & Equipment Communications Reserves for Operating Buildings Machinery & Equipment Special Pay FICA Retirement Workers Comp Reserves for Operating Special Pay FICA	001/110601 001/270109 001/210607 001/210607 001/210607 001/210607 001/210607 001/210607 001/210612 001/210612 001/310204 001/310204 001/320100 001/220100 001/221001 001/221001 001/221001 001/221001 001/270103 001/110201 001/110201 001/110201 001/380201 001/380201 001/380201 001/380201 001/320100 001/220100	56401 56401 56401 55401 55201 56201 56301 56401 55201 56201 56201 56201 56201 56201 56101 56301 55401 55401 55401 55401 55401 55401 55401 55401 55401 55401 55401 551501 55201	\$124,589,031.69 Amount 22,253.00 86,408.00 37,632.00 27,516.00 16,419.00 60,000.00 12,531.00 7,027.00 3,833.00 3,080.00 49,000.00 6,400.00 18,000.00 7,000.00 6,500.00 34,000.00 (25,000.00) 25,000.00 16,000.00 18,000.00 18,000.00 34,000.00 25,000.00 18,000.00 18,000.00 18,000.00 34,000.00 18,000.00 18,000.00 18,000.00 18,000.00 18,000.00 18,000.00 18,000.00 18,000.00 18,000.00 18,000.00 18,000.00 18,000.00 18,000.00 18,000.00 18,000.00 18,000.00 18,000.00 18,000.00 18,000.00 18,000.00 18,000.00 367.00 348.00 12.00 12.00 12.00 1367.00
Appropriations Title Machinery & Equipment Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Improvements other than Buildings Machinery & Equipment Repair & Maintenance Operating Supplies Buildings Buildings Buildings Buildings Buildings Land Improvements other than Buildings Other Contractual Services Repair & Maintenance Machinery & Equipment Communications Reserves for Operating Buildings Machinery & Equipment Special Pay FICA Retirement Workers Comp Reserves for Operating Special Pay FICA Retirement	001/110601 001/270109 001/210607 001/210607 001/210607 001/210607 001/210607 001/210612 001/210612 001/210612 001/310204 001/310204 001/220100 001/220100 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/221001 001/380201 001/380201 001/380201 001/380201 001/380201 001/380201 001/380201 001/380201 001/380201 001/380201 001/380201 001/380201 001/380201 001/380201 001/380201 001/380201 001/380201 001/380201 001/380201 001/380201 001/380201 001/380201	56401 56401 56401 56401 55201 56201 56301 55401 55201 56201 56201 56201 56201 56201 56201 56201 56201 56301 55201 56301 55401 55401 55401 55401 55401 55401 55401 55401 55401 55401 55401 55401 55401 55401 55401 55401 55201	\$124,589,031.69 Amount 22,253.00 86,408.00 37,632.00 27,516.00 16,419.00 60,000.00 20,000.00 12,531.00 7,027.00 3,833.00 3,080.00 49,000.00 6,400.00 18,000.00 7,000.00 6,500.00 34,000.00 25,000.00 16,000.00 16,000.00 16,000.00 16,000.00 16,000.00 16,000.00 16,000.00 16,000.00 16,000.00 16,000.00 16,000.00 16,000.00 16,000.00 16,000.00 16,000.00 16,000.00 16,000.00 16,000.00 16,000.00 16,000.00 16,000.00 16,000.00 16,000.00 16,000.00 16,000.00 16,000.00 16,000.00 16,000.00 16,000.00 16,000.00 16,000.00 16,000.00 16,000.00 16,000.00 16,000.00 16,000.00 16,000.00 16,000.00 16,000.00 16,000.00 16,000.00 16,000.00 16,000.00 16,000.00

FICA	001/270102	52101	367.00
Retirement	001/270102	52201	1,029.00
Workers Comp	001/270102	52401	12.00
Reserves for Operating	001/110201	59805	(6,208.00)
Regular Salaries and Wages FICA	001/150101 001/150101	51201 52101	5,320.00 407.00
Retirement	001/150101	52101	387.00
Workers Comp	001/150101	52401	14.00
Reserves for Operating	001/110201	59805	(6,128.00)
Machinery & Equipment	001/270103	56401	25,000.00
Other Contractual Services	101/220310	53401	20,000.00
Operating Supplies	101/220310	55201	5,000.00
Other Contractual Services	101/220336	53401	6,000.00
Repair & Maintenance Improvements other than Buildings	101/220336 101/220809	<u>54601</u> 56301	2,000.00 4,822.00
Repair & Maintenance	101/221016	54601	17,486.00
Machinery & Equipment	101/221018	56401	15,000.00
Repair & Maintenance	101/350236	54601	10,000.00
Host Ordinance Items	101/210408	54931	3,166.00
Other Contractual Services	102/360704	53401	22,991.00
Preventive Maintenance-Fixed	104/211210	53407	368,366.00
Training & Registration Preventive Maintenance-Fixed	104/211210 104/211210	55501 53407	10,000.00 54,448.00
Machinery & Equipment	108/220805	56401	3,800.00
Aids to Private Organizations	108/360105	58201	2,500.00
Professional Services	108/360105	53101	38,301.00
Transfers to F-203	108/360101	59123	1,227,070.00
Printing & Binding	110/550125	54701	5,904.00
Improvements other than Buildings	110/220807	56301	48,000.00
Operating Supplies	110/220902	55201	332.00
Other Contractual Services Repair & Maintenance	110/221002 110/221002	53401 54601	3,000.00 2,000.00
Land	110/221002	56101	36,462.00
Land	110/221015	56101	494,455.00
Land	110/221015	56101	200,000.00
Land	110/221015	56101	200,000.00
Regular Salaries and Wages	110/221021	51201	63,622.00
Other Contractual Services	110/221021	53401	122,820.00
Repair & Maintenance Operating Supplies	110/221021 110/221021	54601 55201	1,200.00 5,493.00
Machinery & Equipment	110/221021	56401	10,000.00
Professional Services	110/221022	53101	18,000.00
Other Contractual Services	110/221023	53401	24,425.00
Rentals & Leases	110/221023	54401	2,250.00
Printing & Binding	110/221023	54701	2,250.00
Travel & Per Diem	110/221202	54001	1,500.00
Communications Printing & Binding	110/221202 110/221202	<u>54101</u> 54701	200.00 1,500.00
Promotional Activities	110/221202	54801	11,000.00
Host Ordinance	110/221202	54931	1,000.00
Office Supplies	110/221202	55101	240.00
Operating Supplies	110/221202	55201	800.00
Books/Publ/Subscript/Memberships	110/221202	55401	500.00
Training & Registrations	110/221202	55501	800.00
Training & Registrations Machinery & Equipment	110/330318 110/330318	55501 56401	1,812.00 11,452.00
Operating Supplies	110/330318	55201	3,822.00
Machinery & Equipment	110/330323	56401	6,574.00
Intangible Assets	110/330323	56801	6,913.00
Travel & Per Diem	110/330412	54001	8,456.00
Communications	110/330412	54101	5,706.00
Postage & Freight	110/330412	54201	207.00
Repair & Maintenance	110/330412	54601	7,572.00
Printing & Binding Promotional Activities	110/330412 110/330412	<u>54701</u> 54801	8,500.00 16,500.00
Office Supplies	110/330412	55101	9,174.00
Operating Supplies	110/330412	55201	18,965.00
Books/Publ/Subscript/Memberships	110/330412	55401	12,190.00
Training/Registrations	110/330412	55501	2,450.00
Machinery & Equipment	110/330412	56401	4,946.00
Regular Salaries and Wages	110/330413	51201	32,833.00
FICA	110/330413	52101	2,619.00
Retirement Life & Health	110/330413 110/330413	52201 52301	2,291.00 5,526.00
Life & Ficalut	110/330413	J2J01	5,526.00

Workers Comp	110/330413	52401	83.00
Communications	110/330413	54101	2,140.00
Repair & Maintenance	110/330413	54601	365.00
Office Supplies	110/330413	55101	2,500.00
Operating Supplies	110/330413	55201	4,475.00
Books/Publ/Subscript/Memberships	110/330413	55401	200.00
Training & Registration Machinery & Equipment	110/330413 110/330413	<u>55501</u> 56401	3,500.00 12,000.00
Professional Services	110/330413	53101	7,112.00
Other Contractual Services	110/330459	53401	888.00
Office Supplies	110/330459	55101	500.00
Operating Supplies	110/330459	55201	465.00
Printing and Binding	110/550125	54701	15,000.00
Promotional Activities	110/550125	54801	18,684.00
Machinery & Equipment	113/110503	56401	86,153.00
Buildings	113/110504	56201	16,821.00
Machinery & Equipment Travel & Per Diem	113/110504 13/110507	56401 54001	13,894.00 4,113.00
Special Pay	113/110507	51501	4,800.00
FICA	113/110501	52101	367.00
Retirement	113/110501	52201	1,029.00
Workers Comp	113/110501	52401	12.00
Reserves	113/110501	59801	(6,208.00)
Other Contractual Services	118/222001	53401	280,000.00
Utility Services	118/222001	54301	38,000.00
Rentals & Leases	118/222001	54401	84,000.00
Repair & Maintenance	118/222001	54601	150,000.00
Operating Supplies Improvements other than Buildings	118/222001	55201	10,545.00
Other Grants & Aids	118/222002 120/370201	56301 58301	2,000,000.00 205,772.00
Professional Services	129/370201	53101	100,817.00
Improvements other than Buildings	129/370218	56301	8,685.00
Other Grants & Aids	129/370215	58301	1,150.00
Repair & Maintenance	129/370219	54601	236.00
Other Contractual Services	129/370218	53401	4,552.00
Other Grants & Aids	151/370114	58301	50,000.00
Southwest Sector (Sorrento Road)	152/110269	56301	846,245.00
Machinery & Equipment	167/140301	56401	5,000.00
Machinery and Equipment Communications	<u>167/140301</u> 175/210401	<u>56401</u> 54101	91,992.00 25,000.00
Operating Supplies	175/211201	55201	63,746.00
Machinery & Equipment	175/211201	56401	38,996.00
Other Contractual Services	175/211201	53401	233,886.00
Professional Services	175/211201	53101	103,361.00
Machinery and Equipment	175/210405	56401	369,450.00
Improvements other than Buildings	181/210720	56301	13,264.00
Improvements other than Buildings	181/210721	56301	19,733.00
Improvements other than Buildings	181/210722	56301	13,899.00 29,896.00
Improvements other than Buildings Improvements other than Buildings	<u>181/210723</u> 	<u>56301</u> 56301	50,445.00
Improvements other than Buildings	181/210725	56301	25,111.00
Improvements other than Buildings	181/210725	56301	40,900.00
Improvements other than Buildings	181/210726	56301	8,775.00
Improvements other than Buildings	181/210726	56301	4,618.00
Improvements other than Buildings	181/210726	56301	9,550.00
Improvements other than Buildings	181/210726	56301	7,635.00
Improvements other than Buildings	181/210727	56301	35,173.00
Improvements other than Buildings	181/210728	56301	10,000.00
Improvements other than Buildings Improvements other than Buildings	<u>181/210728</u> 	56301 56301	460.00 11,301.00
Improvements other than Buildings	181/210729	56301	4,765.00
Improvements other than Buildings	181/210730	56301	18,036.00
Improvements other than Buildings	181/210731	56301	59,225.00
Improvements other than Buildings	181/210731	56301	1,186.00
Improvements other than Buildings	181/210731	56301	16,168.00
Improvements other than Buildings	181/210732	56301	12,067.00
Improvements other than Buildings	181/210732	56301	9,506.00
Improvements other than Buildings	181/210732	56301	55,538.00
Improvements other than Buildings	181/210732	56301	8,857.00
Improvements other than Buildings	<u>181/210732</u> 203/110248	56301 59801	7,870.00 1,227,070.00
Reserves Support Facility Repairs	320/211222	54607	1,227,070.00
Computer, Equipment, Software	320/211222	55230	5,488.00
Operating Supplies	320/211222	55201	837.00
	-		

Machinery & Equipment	320/211222	56401	8,720.00
Maintenance Equipment	320/211222	56408	2,772.00
Support Facility Repairs	320/211223	54607	133,397.00
Computer, Equipment, Software	320/211223	55230	28,471.00
Maintenance Equipment	320/211223	56408	7,070.00
Repair & Maintenance	320/211224	54601	147,000.00
Machinery & Equipment Improvements other than Buildings	320/211224 320/211225	56401 56301	114,332.00 15,000.00
Machinery & Equipment	320/211225	56401	30,478.00
Improvements other than Buildings	320/211226	56301	20,000.00
Machinery & Equipment	320/211226	56401	20,000.00
Machinery & Equipment	320/211227	56401	164,895.00
Improvements other than Buildings	320/211230	56301	27,969.00
Machinery & Equipment	320/211230	56401	70,000.00
Improvements other than Buildings	320/211231	56301	31,000.00
Machinery & Equipment	320/211231	56401	172,679.00
Machinery & Equipment	320/211232	56401	3,737.00
Professional Services Improvements other than Buildings	320/211233	53101	258,653.00
Machinery & Equipment	320/211233 320/211233	56301 56401	27,496.00 817,496.00
Buildings	352/330435	56201	5,593.00
Buildings	352/540115	56201	77,624.00
Buildings	352/110267	56201	651,835.00
Buildings	352/110267	56201	1,389,175.00
Buildings	352/290407	56201	173,400.00
Buildings	352/290407	56201	31,672.00
Buildings	352/410149	56201	43,083.00
Operating Supplies	352/110267	55201	12,020.00
Machinery & Equipment	352/110267	56401	10,000.00
Improvements other than Buildings	352/220102	56301	101,555.00
Land	352/220102	56101	137,038.00
Land	352/220102	56101	379,242.00
Improvements other than Buildings	352/220102	56301	1,533.00
Improvements other than Buildings	352/220102 352/220102	56301 56301	233,177.00 29,040.00
Improvements other than Buildings Improvements other than Buildings	352/220102	56301	29,040.00
Improvements other than Buildings	352/220102	56301	632,000.00
Improvements other than Buildings	352/220102	56301	12,179.00
Land	352/220102	56101	280,000.00
Improvements other than Buildings	352/220102	56301	19,779.00
Improvements other than Buildings	352/220102	56301	1,500,000.00
Improvements other than Buildings	352/220102	56301	49,400.00
Improvements other than Buildings	352/210107	56301	46,548.00
Improvements other than Buildings	352/210109	56301	4,449.00
Improvements other than Buildings	352/210110	56301	1,388,258.00
Improvements other than Buildings	352/210113	56301	611,035.00
Improvements other than Buildings Improvements other than Buildings	352/210517 352/210107	<u>56301</u> 56301	78,093.00 303,758.00
Improvements other than Buildings	352/210107	56301	248,979.00
Improvements other than Buildings	352/210107	56301	1,027,967.00
Improvements other than Buildings	352/210114	56301	1,950,000.00
Improvements other than Buildings	352/210107	56301	5,274.00
Improvements other than Buildings	352/210107	56301	1,083,789.00
Improvements other than Buildings	352/210107	56301	11,857.00
Improvements other than Buildings	352/210107	56301	5,451.00
Improvements other than Buildings	352/210107	56301	1,901,250.00
Improvements other than Buildings	352/210107	56301	3,393.00
Improvements other than Buildings	352/210107	56301	442,563.00
Improvements other than Buildings	352/210107	56301	316,249.00
Improvements other than Buildings	352/210107	56301	239,249.00
Improvements other than Buildings Improvements other than Buildings	352/210107 352/210107	<u>56301</u> 56301	1,869,898.00 196,910.00
Improvements other than Buildings	352/210107	56301	431,265.00
Improvements other than Buildings	352/210107	56301	957,387.00
Improvements other than Buildings	352/210107	56301	1,365,385.00
Improvements other than Buildings	352/210107	56301	32,345.00
Improvements other than Buildings	352/210107	56301	119,132.00
Improvements other than Buildings	352/210107	56301	488,520.00
Improvements other than Buildings	352/210107	56301	3,813.00
Improvements other than Buildings	352/210107	56301	161,730.00
Improvements other than Buildings	352/210107	56301	785,647.00
Improvements other than Buildings	352/210107	56301	122,263.00
Improvements other than Buildings	352/210107	56301	4,925.00
Improvements other than Buildings	352/210107	56301	765,156.00

Improvements other than Buildings	352/210107	56301	13,276.00
Improvements other than Buildings	352/210107	56301	540,614.00
Improvements other than Buildings	352/210107	56301	700.00
Improvements other than Buildings	352/210107	56301	217,062.00
Improvements other than Buildings	352/210107	56301	370,725.00
Improvements other than Buildings	352/210107	56301	37,008.00
Improvements other than Buildings	352/210107	56301	259,786.00
Improvements other than Buildings	352/210107	56301	14,744.00
Improvements other than Buildings	352/210107	56301	41,403.00
Improvements other than Buildings	352/210107	56301	524,890.00
Improvements other than Buildings	352/210107	56301	175,000.00 1,223,990.00
Improvements other than Buildings	352/210107	56301	39,638.00
Improvements other than Buildings Improvements other than Buildings	352/210107 352/210107	<u>56301</u> 56301	5,860.00
Improvements other than Buildings	352/210107	56301	24,296.00
Improvements other than Buildings	352/210107	56301	355,768.00
Improvements other than Buildings	352/210107	56301	3,001.00
Improvements other than Buildings	352/210107	56301	76,846.00
Improvements other than Buildings	352/210107	56301	371,822.00
Improvements other than Buildings	352/210107	56301	202,639.00
Improvements other than Buildings	352/210107	56301	10,999.00
Improvements other than Buildings	352/210107	56301	1,150.00
Improvements other than Buildings	352/210107	56301	3,274.00
Improvements other than Buildings	352/210107	56301	121,574.00
Improvements other than Buildings	352/210107	56301	179,674.00
Improvements other than Buildings	352/210107	56301	4,900.00
Improvements other than Buildings	352/210107	56301	114,642.00
Improvements other than Buildings	352/210107	56301	367,173.00
Improvements other than Buildings	352/210107	56301	447,997.00
Improvements other than Buildings	352/210107	56301	5,972.00
Improvements other than Buildings	352/210107	56301	2,853,275.00
Improvements other than Buildings	352/210107	56301	61,873.00
Improvements other than Buildings	352/210107	56301	43,355.00
Improvements other than Buildings	352/210107	56301	162,197.00
Improvements other than Buildings	352/210107	56301	15,308.00
Improvements other than Buildings	352/210107	56301	14,153.00
Improvements other than Buildings	352/210107	56301	1,805,970.00
Improvements other than Buildings	352/210107	56301	2,539.00
Improvements other than Buildings	352/210107	56301	4,949.00
Improvements other than Buildings Improvements other than Buildings	352/210107 352/210107	<u>56301</u> 56301	5,110,972.00
Improvements other than Buildings	352/210107		12,416.00 14,511.00
Improvements other than Buildings	352/210107	56301 56301	2,398.00
Improvements other than Buildings	352/210107	56301	273,224.00
Improvements other than Buildings	352/210107	56301	39,021.00
Improvements other than Buildings	352/210107	56301	256,985.00
Improvements other than Buildings	352/210107	56301	234,600.00
Improvements other than Buildings	352/210107	56301	434,473.00
Improvements other than Buildings	352/210107	56301	657,275.00
Improvements other than Buildings	352/210107	56301	50,000.00
Improvements other than Buildings	352/210107	56301	10,858.00
Improvements other than Buildings	352/210107	56301	1,089,495.00
Improvements other than Buildings	352/210107	56301	155,512.00
Improvements other than Buildings	352/210107	56301	2,865.00
Improvements other than Buildings	352/210107	56301	4,075,372.00
Improvements other than Buildings	352/210107	56301	20,223.00
Improvements other than Buildings	352/210107	56301	35,400.00
Improvements other than Buildings	352/210107	56301	17,882.00
Improvements other than Buildings	352/210107	56301	50,000.00
Improvements other than Buildings	352/210107	56301	200,000.00
Improvements other than Buildings	352/210107	56301	751,136.00
Improvements other than Buildings	352/210107	56301	5,763
Improvements other than Buildings	352/210107	56301	2,749
Improvements other than Buildings	352/210107	56301	250,000
Improvements other than Buildings	352/210107	56301	30,000.00
Improvements other than Buildings	352/210107	56301	83,043.00
Improvements other than Buildings	352/210107	56301	312,929.00
Improvements other than Buildings	352/210107	56301	3,500.00
Improvements other than Buildings	352/210107	56301	806,566.00
Improvements other than Buildings	352/210107	56301	92,598.00
Improvements other than Buildings	352/210107	56301	50,000.00
Improvements other than Buildings	352/210107	56301	104,540.00 83,810.00
Improvements other than Buildings Improvements other than Buildings	352/210107 352/210107	56301 56301	· · · · · · · · · · · · · · · · · · ·
improvements other than Bulldings	332/21010/	1000	1,951,394.00

Improvements other than Buildings	352/210107	56301	502,634.00
Improvements other than Buildings	352/210107	56301	92,095.00
Improvements other than Buildings	352/210107	56301	4,435.00
Improvements other than Buildings	352/210107	56301	164,360.00
Improvements other than Buildings	352/210107	56301	66,507.00
Improvements other than Buildings	352/210107	56301	50,000.00
Improvements other than Buildings	352/210107	56301	53,684.00
Improvements other than Buildings	352/210107 352/210107	56301 56301	60,000.00 157,958.00
Improvements other than Buildings Improvements other than Buildings	352/210107	56301	149,740.00
Improvements other than Buildings	352/210107	56301	3,776.00
Improvements other than Buildings	352/210107	56301	400,000.00
Improvements other than Buildings	352/350229	56301	128,442.00
Improvements other than Buildings	352/350229	56301	227,000.00
Improvements other than Buildings	352/350229	56301	1,212.00
Improvements other than Buildings	352/350229	56301	3,346.00
Improvements other than Buildings	352/350229	56301	2,435.00
Improvements other than Buildings	352/350229	56301	6,796.00
Improvements other than Buildings	352/350229	56301	40,296.00
Improvements other than Buildings	352/350229	56301	323,920.00
Improvements other than Buildings	352/350229 352/350229	56301	530.00
Improvements other than Buildings Improvements other than Buildings	352/350229	56301 56301	269,106.00 542.00
Improvements other than Buildings	352/350229	56301	309,845.00
Improvements other than Buildings	352/350229	56301	819.00
Improvements other than Buildings	352/350229	56301	12,033.00
Improvements other than Buildings	352/350229	56301	651.00
Improvements other than Buildings	352/350229	56301	125,000.00
Improvements other than Buildings	352/350229	56301	673,203.00
Improvements other than Buildings	352/350229	56301	144,985.00
Improvements other than Buildings	352/350229	56301	86,549.00
Improvements other than Buildings	352/350229	56301	20,975.00
Improvements other than Buildings	352/350229	56301	224,743.00
Improvements other than Buildings	352/350229	56301	5,001.00
Improvements other than Buildings	352/350229	56301	9,000.00
Improvements other than Buildings Improvements other than Buildings	352/350229 352/350229	56301 56301	24,396.00 13,050.00
Improvements other than Buildings	352/350229	56301	225,384.00
Improvements other than Buildings	352/350229	56301	134,642.00
Improvements other than Buildings	352/350229	56301	125,000.00
Improvements other than Buildings	352/350229	56301	157,847.00
Machinery and Equipment	352/350229	56401	90,000.00
Improvements other than Buildings	352/2101xx	56301	117,032.00
Improvements other than Buildings	352/2101xx	56301	38,593.00
Improvements other than Buildings	352/2101xx	56301	259,200.00
Improvements other than Buildings	352/2101xx	56301	148,518.00
Other Contractual Services Repair & Maintenance	501/140836 501/140836	53401 54601	7,377,500.00 7,377,500.00
Buildings	501/140836	56201	345,943.00
Insurance	501/140834	54501	500,000.00
modranos		01001	000,000.00
Professional Services	001/110201	53101	4,581.70
Buildings	001/110201	56201	16,335.00
Buildings	001/110201	56201	4,310.00
Professional Services	001/140201	53101	18,048.00
Buildings	001/210607	56201	10,375.00
Machinery & Equipment	001/220701	56401	1,867.47
Machinery & Equipment	001/220701	56401	58,693.00
Machinery & Equipment	001/221201	56401	25,349.00
Professional Services Professional Services	001/240201 001/270109	53101 53101	152,114.68 25,078.20
Professional Services	001/270109	53101	965.00
Professional Services	001/270111	53101	7,989.76
Intangible Assets	001/270111	56801	10,562.00
Operating Supplies	001/270111	55201	7,811.02
Machinery & Equipment	001/270111	56401	2,203.00
Other Contractual Services	001/310203	53401	875.14
Operating Supplies	001/310203	55201	568.00
Buildings	001/310203	56201	16,903.00
Machinery & Equipment	001/310203	56401	30,441.00
Machinery & Equipment	001/310203	56401	30,441.00
Machinery & Equipment	001/310203 001/310203	56401 56401	53,342.00
Machinery & Equipment Repair & Maintenance	001/310203	54601	26,671.00 6,868.14
перан а маниенансе	001/310204	<u> 3400 I</u>	0,808.14

Machinery & Equipment	001/320201	56401	24,216.00
Printing	001/380201	54701	4,233.00
Printing	001/380201	54701	2,512.96
Other Contractual Services Host Ordinance	101/110210 101/210408	53401 54931	45,000.00 2,333.52
Land	102/360704	56101	2,600.00
Land	102/360704	56101	40,818.76
Professional Services	102/360704	53101	83,210.07
Professional Services	102/360704	53101	39,150.00
Improvements Other Than Bldgs.	108/220805	56301	14,000.00
Machinery & Equipment Professional Services	108/220805 108/360101	56401 53101	5,254.90 51,150.00
Aids to Private Organizations	108/360101	58201	8,440.38
Aids to Private Organizations	108/360105	58201	191,666.67
Aids to Private Organizations	108/360105	58201	30,000.00
Aids to Private Organizations	108/360105	58201	10,000.00
Aids to Private Organizations	108/360105	58201	7,000.00
Professional Services Land	110/220338 110/221006	53101 56101	28,500.00 16,500.00
Other Contractual Services	110/221011	53401	4,212.17
Improvements Other Than Bldgs.	110/221017	56301	6,876.81
Promotional Activities	110/221202	54801	827.11
Machinery & Equipment	110/330405	56401	253.50
Machinery & Equipment	110/410512	56401	26,000.00
Capital R&M - Flood Capital R&M - Flood	112/330490	54612 54612	1,730.00 83,866.80
Capital R&M - Flood	112/330490 112/330490	54612	2,200.00
Capital R&M - Flood	112/330491	54612	3,697.32
Other Contractual Services	112/330491	53401	846.64
Professional Services	112/330491	53101	24,330.42
Capital R&M - Flood	112/330491	54612	3,375.00
Professional Services Operating Supplies	112/330491 112/330491	53101 55201	293,974.06 452.28
Professional Services	112/330491	53101	14,000.00
Capital R&M - Flood	112/330491	54612	7,864.50
Capital R&M - Flood	112/330492	54612	28,203.00
Capital R&M - Flood	112/330492	54612	2,726.22
Capital R&M - Flood	112/330492	54612	9,095.50
Capital R&M - Flood	112/330492	54612	38,035.45
Capital R&M - Flood Capital R&M - Flood	112/330492 112/330492	54612 54612	5,668.42 34,575.94
Capital R&M - Flood	112/330492	54612	12,562.00
Capital R&M - Flood	112/330492	54612	418.48
Capital R&M - Flood	112/330492	54612	4,680.50
Improvements Other Than Bldgs.	112/330492	56301	627.52
Capital R&M - Flood Capital R&M - Flood	112/330492	54612	400.00
Other Contractual Services	112/330492 112/330492	54612 53401	55,756.13 689.92
Capital R&M - Flood	112/330492	54612	7,000.00
Capital R&M - Flood	112/330492	54612	100.00
Capital R&M - Flood	112/330492	54612	30,144.63
Capital R&M - Flood	112/330492	54612	21,521.50
Capital R&M - Flood Capital R&M - Flood	112/330492 112/330492	54612 54612	2,000.00 34,073.50
Capital R&M - Flood	112/330492	54612	350,609.10
Capital R&M - Flood	112/330492	54612	3,087.32
Capital R&M - Flood	112/330492	54612	11,250.00
Capital R&M - Flood	112/330492	54612	3,496.79
Capital R&M - Flood	112/330492	54612	5,497.72
Capital R&M - Flood Capital R&M - Flood	112/330492 112/330492	54612 54612	2,880.00 64,303.66
Capital R&M - Flood	112/330492	54612	7,626.34
Capital R&M - Flood	112/330492	54612	1,767.81
Capital R&M - Flood	112/330492	54612	123,443.38
Capital R&M - Flood	112/330492	54612	264,393.00
Capital R&M - Flood	112/330492	54612	320,103.26
Capital R&M - Flood Capital R&M - Flood	112/330492 112/330492	54612 54612	219,398.83 210,008.02
Capital R&M - Flood	112/330492	54612	54,023.40
Capital R&M - Flood	112/330492	54612	291,907.16
Capital R&M - Flood	112/330492	54612	32,558.00
Capital R&M - Flood	112/330492	54612	49,720.00
Capital R&M - Flood	112/330493	54612	16,144.00
Capital R&M - Flood	112/330493	54612	94.82

Capital R&M - Flood	112/330493	54612	4,739.78
Capital R&M - Flood	112/330493	54612	4,604.73
Capital R&M - Flood	112/330493	54612	16,646.07
Capital R&M - Flood	112/330493	54612	8,896.75
Capital R&M - Flood	112/330493	54612	242,110.50
Capital R&M - Flood	112/330493	54612	907.40
Other Contractual Services Capital R&M - Flood	112/330493 112/330493	53401 54612	3,320.08 16,925.00
Capital R&M - Flood	112/330493	54612	627.21
Capital R&M - Flood	112/330493	54612	22,830.00
Capital R&M - Flood	112/330493	54612	13,470.00
Capital R&M - Flood	112/330493	54612	21,654.00
Capital R&M - Flood	112/330493	54612	467.26
Capital R&M - Flood	112/330493	54612	30,308.23
Capital R&M - Flood	112/330493	54612	299.50
Capital R&M - Flood Capital R&M - Flood	112/330493 112/330493	54612 54612	1,638.87 8,880.00
Capital R&M - Flood	112/330493	54612	323,148.00
Capital R&M - Flood	112/330493	54612	48,711.00
Capital R&M - Flood	112/330495	54612	31,100.00
Office Supplies	113/110501	55101	2,906.84
Books/Pubs/Library Materials	113/110501	56601	24,982.28
Books/Pubs/Library Materials	113/110501	56601	4,738.43
Books/Pubs/Library Materials	113/110501	56601	3,239.62
Books/Pubs/Library Materials	113/110501	56601	607.80
Books/Pubs/Library Materials Professional Services	113/110501 113/110504	<u>56601</u> 53101	1,680.36 3,767.90
Repair & Maintenance	113/110504	54601	70,500.00
Other Grants & Aids	120/220445	58301	129,696.30
Professional Services	129/220418	53101	99,700.10
Repair & Maintenance	129/220455	54601	193.86
Other Grants & Aids	129/370215	58301	7,100.00
Professional Services	143/330206	53101	6,040.00
Professional Services	143/330206	53101	59,607.50
Operating Supplies Improvements Other Than Bldgs.	143/330206	55201 56301	113,998.25 5,917.08
Other Contractual Services	151/220517 151/370113	53401	1,050.00
Other Contractual Services	151/370113	53401	1,300.00
Repair & Maintenance	167/140301	54601	50,700.35
Machinery & Equipment	167/140301	56401	19,421.15
Machinery & Equipment	167/140301	56401	1,675,379.02
Improvements Other Than Bldgs.	167/140302	56301	227,280.29
Repair & Maintenance	167/140302	54601	38,903.00
Repair & Maintenance Intangible Assets	175/210401 175/210401	54601 56801	522.19 4,864.78
Machinery & Equipment	175/210404	56401	6,020.00
Other Contractual Services	175/210405	53401	26,697.57
Machinery & Equipment	175/210405	56401	588.96
Machinery & Equipment	175/210405	56401	618.00
Machinery & Equipment	175/210405	56401	560.00
Machinery & Equipment	175/210405	56401	145.00
Machinery & Equipment	175/210405	56401	122.00
Machinery & Equipment	175/210405 175/210405	<u>56401</u> 56401	538.00 18,252.00
Machinery & Equipment Machinery & Equipment	175/210405	56401	20,412.00
Machinery & Equipment	175/210405	56401	24,226.00
Machinery & Equipment	175/210405	56401	57,100.00
Machinery & Equipment	175/210405	56401	70,920.00
Machinery & Equipment	175/210405	56401	53,400.00
Machinery & Equipment	175/210405	56401	49,973.00
Machinery & Equipment	175/210405	56401	40,465.95
Machinery & Equipment	175/210405	56401	66,705.00
Professional Services	175/211201	53101 53101	190,639.16 25,000.00
Professional Services Repair & Maintenance	175/211201 175/211602	54601	41,000.00
Improvements Other Than Bldgs.	181/210724	56301	7,479.71
Improvements Other Than Bldgs.	181/210725	56301	4,085.00
Improvements Other Than Bldgs.	181/210728	56301	9,040.00
Improvements Other Than Bldgs.	181/210728	56301	95,000.00
Improvements Other Than Bldgs.	181/210731	56301	40,775.00
Improvements Other Than Bldgs.	181/210731	56301	8,145.00
Improvements Other Than Bldgs.	181/210733	56301	12,081.93
Support Facility Repairs Support Facility Repairs	320/211222 320/211222	54607 54607	117,720.00 3,200.00
Ouppoint acinty inchairs	320/211222	34007	3,200.00

Maintenance Equipment	320/211223	56408	7,089.96
Maintenance Equipment	320/211223	56408	6,998.00
Operating Supplies	320/211224	55201	24,035.00
Machinery & Equipment Machinery & Equipment	320/211224 320/320415	56401 56401	2,067.00 8,720.58
Repair & Maintenance	320/320415	54601	5.940.00
Intangible Assets	320/320425	56801	40,650.00
Aids to Governmental Agencies	352/110267	58101	6,000,000.00
Buildings	352/110267	56201	12,744.54
Machinery & Equipment	352/110267	56401	15,521.80
Buildings	352/110267	56201	5,993.00
Improvements Other Than Bldgs.	352/110267	56301	78,750.00
Machinery & Equipment	352/110267	56401	4,409.00
Improvements Other Than Bldgs.	352/210104	56301	384,571.09
Improvements Other Than Bldgs.	352/210107	56301	49,984.67
Improvements Other Than Bldgs.	352/210107	56301	15,010.10
Improvements Other Than Bldgs.	352/210107	56301	108,849.72
Improvements Other Than Bldgs.	352/210107	56301	40,565.19
Improvements Other Than Bldgs.	352/210107	56301	1,980.50
Improvements Other Than Bldgs.	352/210107	56301	6,500.00
Improvements Other Than Bldgs. Improvements Other Than Bldgs.	352/210107	56301	48,038.17
Improvements Other Than Bldgs.	352/210107 352/210107	56301 56301	31,077.12 37,990.14
Improvements Other Than Bldgs.	352/210107	56301	6,520.00
Improvements Other Than Bldgs.	352/210107	56301	19,435.00
Improvements Other Than Bldgs.	352/210107	56301	294,363.94
Improvements Other Than Bldgs.	352/210107	56301	18,542.00
Improvements Other Than Bldgs.	352/210107	56301	95,765.85
Improvements Other Than Bldgs.	352/210107	56301	12,987.00
Improvements Other Than Bldgs.	352/210107	56301	837.90
Improvements Other Than Bldgs.	352/210107	56301	1,825.00
Improvements Other Than Bldgs.	352/210107	56301	2,053.42
Improvements Other Than Bldgs.	352/210107	56301	5,884.00
Improvements Other Than Bldgs.	352/210107	56301	1,500.00
Improvements Other Than Bldgs.	352/210107	56301	4,880.00
Improvements Other Than Bldgs.	352/210107	56301	5,804.93
Improvements Other Than Bldgs.	352/210107	56301	7,280.05
Improvements Other Than Bldgs.	352/210107	56301	3,250.56
Improvements Other Than Bldgs.	352/210107	56301	22,509.27
Improvements Other Than Bldgs.	352/210107	56301	39,680.20
Improvements Other Than Bldgs.	352/210107	56301	1,281.45
Improvements Other Than Bldgs.	352/210107	56301	2,568.00
Improvements Other Than Bldgs.	352/210107	56301	213.23
Improvements Other Than Bldgs.	352/210107	56301	5,508.75
Improvements Other Than Bldgs.	352/210107	56301	377.40
Improvements Other Than Bldgs.	352/210107	56301	12,620.00
Improvements Other Than Bldgs.	352/210107	56301	10,506.75
Improvements Other Than Bldgs. Improvements Other Than Bldgs.	352/210107 352/210107	56301 56301	1,345.66 1,361.28
Improvements Other Than Bldgs.	352/210107	56301	7,878.00
Improvements Other Than Bldgs.	352/210107	56301	4,255.00
Improvements Other Than Bldgs.	352/210107	56301	8,505.05
Improvements Other Than Bldgs.	352/210107	56301	54,408.31
Improvements Other Than Bldgs.	352/210107	56301	840.00
Improvements Other Than Bldgs.	352/210107	56301	6,299.00
Improvements Other Than Bldgs.	352/210107	56301	35,216.05
Improvements Other Than Bldgs.	352/210107	56301	124,257.26
Improvements Other Than Bldgs.	352/210107	56301	250.00
Improvements Other Than Bldgs.	352/210107	56301	17,088.00
Improvements Other Than Bldgs.	352/210107	56301	554,442.30
Improvements Other Than Bldgs.	352/210107	56301	42,473.20
Improvements Other Than Bldgs.	352/210107	56301	14,232.45
Improvements Other Than Bldgs.	352/210107	56301	3,981.00
Improvements Other Than Bldgs.	352/210107	56301	32,082.50
Improvements Other Than Bldgs.	352/210107	56301	37,088.25
Improvements Other Than Bldgs.	352/210107	56301	17,882.70
Improvements Other Than Bldgs.	352/210107	56301	120,154.01
Improvements Other Than Bldgs.	352/210107	56301	24,217.50
Improvements Other Than Bldgs.	352/210107	56301	6,957.83
Improvements Other Than Bldgs.	352/210107	56301	59,579.99
Improvements Other Than Bldgs.	352/210107	56301	3,248.08
Improvements Other Than Bldgs.	352/210107	56301	5,872.16
Improvements Other Than Bldgs.	352/210107	56301	317.80
Improvements Other Than Bldgs.	352/210107	56301	2,091.50

Improvements Other Than Bldgs.	352/210107	56301	6,634.00
Improvements Other Than Bldgs.	352/210107	56301	13,199.88
Improvements Other Than Bldgs.	352/210107	56301	22,221.36
Improvements Other Than Bldgs.	352/210107	56301	222,773.96
Improvements Other Than Bldgs.	352/210107	56301 56301	183,602.62
Improvements Other Than Bldgs.	352/210107	56301	2,340.00 29,980.25
Improvements Other Than Bldgs. Improvements Other Than Bldgs.	352/210107 352/210107	56301	97,958.90
Improvements Other Than Bldgs.	352/210107	56301	212,806.62
Improvements Other Than Bldgs.	352/210107	56301	1,322.85
Improvements Other Than Bldgs.	352/210107	56301	57,885.80
Improvements Other Than Bldgs.	352/210107	56301	2,468.75
Improvements Other Than Bldgs.	352/210107	56301	31,877.24
Improvements Other Than Bldgs.	352/210107	56301	27,000.00
Improvements Other Than Bldgs.	352/210107	56301	8,437.00
Improvements Other Than Bldgs.	352/210107	56301	67,506.40
Improvements Other Than Bldgs.	352/210107	56301	82,332.78
Improvements Other Than Bldgs.	352/210107	56301	16,804.39
Improvements Other Than Bldgs.	352/210107	56301	50,298.74
Improvements Other Than Bldgs. Improvements Other Than Bldgs.	352/210107 352/210107	56301 56301	7,860.27 2,168,815.15
Improvements Other Than Bldgs.	352/210107	56301	119,949.47
Improvements Other Than Bldgs.	352/210107	56301	253,251.42
Improvements Other Than Bldgs.	352/210107	56301	2,873,769.35
Improvements Other Than Bldgs.	352/210107	56301	1,200,292.80
Improvements Other Than Bldgs.	352/210107	56301	20,683.60
Improvements Other Than Bldgs.	352/210107	56301	102,081.20
Improvements Other Than Bldgs.	352/210107	56301	159.30
Improvements Other Than Bldgs.	352/210107	56301	45,982.50
Improvements Other Than Bldgs.	352/210107	56301	18,045.09
Improvements Other Than Bldgs.	352/210107	56301	38,905.62
Improvements Other Than Bldgs.	352/210107	56301	82,926.04
Improvements Other Than Bldgs.	352/210107	56301	210,000.00
Improvements Other Than Bldgs.	352/210107	56301	3,663.60
Improvements Other Than Bidgs.	352/210107	56301 56301	16,021.42
Improvements Other Than Bldgs. Improvements Other Than Bldgs.	352/210107 352/210107	56301	479,840.35 1,302.25
Improvements Other Than Bldgs.	352/210107	56301	0.01
Improvements Other Than Bldgs.	352/210107	56301	1,776,972.04
Improvements Other Than Bldgs.	352/210109	56301	24,322.84
Improvements Other Than Bldgs.	352/210109	56301	202,684.32
Improvements Other Than Bldgs.	352/210109	56301	106,266.75
Improvements Other Than Bldgs.	352/210109	56301	3,449,133.65
Improvements Other Than Bldgs.	352/210110	56301	815.00
Improvements Other Than Bldgs.	352/210517	56301	632,190.93
Improvements Other Than Bldgs.	352/210517	56301	78,093.53
Improvements Other Than Bldgs.	352/220102	56301	1,060.00
Improvements Other Than Bldgs. Improvements Other Than Bldgs.	352/220102	56301 56301	152.90 5,067.00
Improvements Other Than Bldgs.	352/220102 352/220102	56301	30,000.00
Buildings	352/290407	56201	1,750.00
Buildings	352/290407	56201	3,810,037.00
Buildings	352/290407	56201	173,400.00
Other Contractual Services	352/350229	53401	8,775.00
Other Contractual Services	352/350229	53401	10,425.00
Other Contractual Services	352/350229	53401	10,935.00
Other Contractual Services	352/350229	53401	16,310.25
Other Contractual Services	352/350229	53401	15,075.00
Other Contractual Services	352/350229	53401	16,965.00
Repair & Maintenance	352/350229	54601	27,790.00
Improvements Other Than Bldgs. Improvements Other Than Bldgs.	352/350229 352/350229	56301 56301	2,153.51 7,983.36
Improvements Other Than Bldgs.	352/350229	56301	2,325.73
Improvements Other Than Bldgs.	352/350229	56301	1,408.28
Improvements Other Than Bldgs.	352/350229	56301	1,032.35
Improvements Other Than Bldgs.	352/350229	56301	1,453.06
Improvements Other Than Bldgs.	352/350229	56301	6,271.80
Improvements Other Than Bldgs.	352/350229	56301	19,133.03
Improvements Other Than Bldgs.	352/350229	56301	42.24
Improvements Other Than Bldgs.	352/350229	56301	750.00
Improvements Other Than Bldgs.	352/350229	56301	4,752.00
Improvements Other Than Bldgs.	352/350229	56301	3,900.00
Improvements Other Than Bidgs.	352/350229	56301	5,235.00
Improvements Other Than Bldgs.	352/350229	56301	1,190.00

			Ţ.=.,000,001100
Grand Total			\$124,589,031.69
Sub-Total			\$40,006,379.69
Sub-Total			\$84,582,652.00
Professional Services	501/150108	53101	27,000.00
Other Contractual Services	501/150108	53401	664.00
Other Contractual Services	501/140836	53401	299,057.20
Other Contractual Services	501/140836	53401	996,505.50
Buildings	501/140836	56201	9,500.00
Other Contractual Services	501/140836	53401	176,120.00
Repair & Maintenance	501/140836	54601	1,786.02
Buildings	501/140836	56201	63,844.50
Professional Services	501/140836	53101	70.00
Machinery & Equipment	408/330302	56401	67,220.00
Machinery & Equipment	408/330302	56401	432,008.00
Machinery & Equipment	408/330302	56401	719,992.00
Machinery & Equipment	406/250111	56401	20,360.00
Professional Services	406/250111	53101	965.00
Professional Services	401/230316	53101	2,175.00
Improvements Other Than Bldgs.	401/230315	56301	3,585.00
Improvements Other Than Bldgs.	401/230315	56301	11,943.75
Improvements Other Than Bldgs.	401/230315	56301	312,523.00
Operating Supplies	401/230314	55201	1,772.30
Communications	401/230314	54101	189.50
Machinery & Equipment	401/230314	56401	281,754.00
Professional Services	401/230309	53101	8,400.00
Operating Supplies	401/230307	55201	700.92
Communications	401/230307	54101	75.80
Machinery & Equipment	401/230306	56401	138,958.34
Operating Supplies	401/230306	55201	1,772.30
Communications	401/230306	54101	189.50
Operating Supplies	401/230304	55201	354.46
Communications	401/230304	54101	37.90
Professional Services	401/230304	53101	16,712.00
Professional Services	401/230304	53101	82,080.57
Professional Services	401/230304	53101	91,424.52
Operating Supplies	401/230301	55201	531.69
Communications	401/230301	54101	56.85
Professional Services	401/230301	53101	14,495.00
Buildings	352/540115	56201	5,761.00
Buildings	352/540115	56201	119.30
Improvements Other Than Bldgs.	352/350229	56301	17,450.00
Improvements Other Than Bldgs.	352/350229	56301	1,000.00

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA, COUNTY, FLORIDA

Deputy Clerk	Steven Barry, Chairman
Adopted	

OMB Approved

Supplemental Budget Amendment Re-Budget Amendment - #001

FY 15/16 Re-Budgets-Manual Entry							
Expenditures:							
·							
		Cost	Fund/Cost	Account			
Department-Division	Fund	Center	Center	Number	Title	Amount	Explanation
County Attorney's Office	001	110601	001/110601		Machinery & Equipment	,	Laptops with docking stations & Scanners
Information Technology	001	270109	001/270109		Machinery & Equipment		Computers and laptops
Juvenile Justice	001	210607	001/210607		Repair & Maintenance		Juvenile Justice
Juvenile Justice	001	210607	001/210607		Operating Supplies		Juvenile Justice
Juvenile Justice	001	210607	001/210607		Buildings	-, -	Juvenile Justice
Juvenile Justice	001	210607	001/210607		Improvements other than Buildings	,	Juvenile Justice - Restroom renovation
Juvenile Justice	001	210607	001/210607		Machinery & Equipment	- ,	Juvenile Justice
DJJ Assessment	001	210612	001/210612		Repair & Maintenance		DJJ Assessment
DJJ Assessment	001	210612	001/210612		Operating Supplies		DJJ Assessment
Facilities/DCAT	001	310204	001/310204		Buildings		DCAT Fees for Clerk's Office Mod's - Judicial
Facilities/DCAT	001	310204	001/310204		Buildings	-,	Jail Kitchen steam condensate
Facilities/DCAT	001	310204	001/310204		Buildings		Jail steam condensate fix
Nat Res Mgmt/Admin	001	220100	001/220100	56101			Weekly Bayou Easements
Nat Res Mgmt/Admin	001	220100	001/220100		Improvements other than Buildings		Weekly Bayou Dredging
Nat Res Mgmt/WQLM	001	221001	001/221001		Other Contractual Services		Air quality data service - Wedgewood
Nat Res Mgmt/WQLM	001	221001	001/221001	54601	Repair & Maintenance	6,500	Calibration of air quality equipment
	201	004004	004/004004	=0.404		0.4.000	Purchase Lab Information Mgmt System for air quality and water
Nat Res Mgmt/WQLM	001	221001	001/221001	56401	Machinery & Equipment	34,000	
	201	070400	004/070400	=		(0= 000)	Moving Roads Verizon Wireless Service from the IT Cost Center
Information Technology	001	270103	001/270103	54101	Communications	(25,000)	to the Road Department Cost Center for FY15/16
	201	440004	0044440004		5 6 8	0= 000	Moving Roads Verizon Wireless Service from the IT Cost Center
Non-Departmental	001	110201	001/110201		Reserves for Operating		to the Road Department Cost Center for FY15/16
Non-Departmental	001	110201	001/110201	56201	Buildings	16,000	Carpet replacement for County Attorney's Office.
							A/V Retrofits, Old Courthouse, 4th Floor Training Room, BCC
Non-Departmental	001	110201	001/110201		Machinery & Equipment		Chambers and EOC
Comm & Media Relations	001	380201	001/380201		Special Pay		Car Allowance for Division Manager
Comm & Media Relations	001	380201	001/380201	52101	_		Car Allowance for Division Manager
Comm & Media Relations	001	380201	001/380201		Retirement		Car Allowance for Division Manager
Comm & Media Relations	001	380201	001/380201		Workers Comp		Car Allowance for Division Manager
Non-Departmental	001	110201	001/110201		Reserves for Operating		Car Allowance for Division Manager
Nat Res Mgmt Admin	001	220100	001/220100		Special Pay		Car Allowance for Director
Nat Res Mgmt Admin	001	220100	001/220100	52101			Car Allowance for Director
Nat Res Mgmt Admin	001	220100	001/220100		Retirement		Car Allowance for Director
Nat Res Mgmt Admin	001	220100	001/220100		Workers Comp		Car Allowance for Director
Non-Departmental	001	110201	001/110201		Reserves for Operating		Car Allowance for Director
Information Technology	001	270102	001/270102		Special Pay	.,	Car Allowance for Director
Information Technology	001	270102	001/270102	52101			Car Allowance for Director
Information Technology	001	270102	001/270102	52201	Retirement	1,029	Car Allowance for Director
Information Technology	001	070400	004/070400	50404	Workers Comp	40	Car Allawanaa far Director
Information Technology	001	270102	001/270102		Workers Comp		Car Allowance for Director
Non-Departmental	001	110201	001/110201	59805	Reserves for Operating	(6,208)	Car Allowance for Director
	201	450401	004/1=015	=	De suites Colories a 1144	- 00-	Hiring salary for the Veterans Affairs Officer was higher than
Human Resources	001	150101	001/150101	51201	Regular Salaries and Wages	5,320	budgeted amount
l	0.5	45046	00444=0454	=0	5104		Hiring salary for the Veterans Affairs Officer was higher than
Human Resources	001	150101	001/150101	52101	FICA	407	budgeted amount

FY 15/16 Re-Budgets-Manual Entry			ı				
Expenditures:							
Expenditures:							
		Cost	Fund/Cost	Account			
Department-Division	Fund	Center	Center	Number	Title	Amount	Explanation
							Hiring salary for the Veterans Affairs Officer was higher than
Human Resources	001	150101	001/150101	52201	Retirement	387	budgeted amount
							Hiring salary for the Veterans Affairs Officer was higher than
Human Resources	001	150101	001/150101	52401	Workers Comp	14	budgeted amount
							Hiring salary for the Veterans Affairs Officer was higher than
Non-Departmental	001	110201	001/110201	59805	Reserves for Operating	(6,128)	budgeted amount
IT/Telecommunications	001	270103	001/270103	56401	Machinery & Equipment	25,000	Replacing PS VOIP system
Nat Res Mgmt/WQLM	101	220310	101/220310	53401	Other Contractual Services	20,000	Installation of Trees on County Property
Nat Res Mgmt/WQLM	101	220310	101/220310	55201	Operating Supplies	5,000	Purchase of Tree/Seedlings
Nat Res Mgmt/WQLM	101	220336	101/220336	53401	Other Contractual Services		Controlled Burns Jones Swamp
Nat Res Mgmt/WQLM	101	220336	101/220336	54601	Repair & Maintenance	2,000	Fence/Drainage Repairs
Nat Res Mgmt/Marine	101	220809	101/220809	56301	Improvements other than Buildings	4,822	Purchase/Deployment of Artificial Reef
Nat Res Mgmt/NRCS	101	221016	101/221016	54601	Repair & Maintenance	17,486	Maintenance of Fire Lines-Jones Swamp
							Purchase Lab Information Mgmt System for air quality and water
Nat Res Mgmt/NPDES	101	221018	101/221018	56401	Machinery & Equipment	15,000	samples
Parks & Rec/Fishing Bridge	101	350236	101/350236	54601	Repair & Maintenance	10,000	Repaint Striping/Bridge Maintenance
Public Works/Roads, Host Ordinance	101	210408	101/210408	54931	Host Ordinance Items		Employee Morale events/items
Nat Res Mgmt/RESTORE	102	360704	102/360704	53401	Other Contractual Services	22,991	RESTORE Support - Temporary Staffing funding balance
Public Works/ECAT	104	211210	104/211210	53407	Preventive Maintenance-Fixed	368,366	Remaining funds in 2012 FTA Grant FL90-X804
Public Works/ECAT	104	211210	104/211210	55501	Training & Registration	10,000	Employee Education funds from 2012 FTA Grant FL90-X804
Public Works/ECAT	104	211210	104/211210	53407	Preventive Maintenance-Fixed	54,448	Remaining funds from 2013 FTA Grant FL90-X825
Nat Res Mgmt/Marine	108	220805	108/220805	56401	Machinery & Equipment	3,800	Purchase 3 Computers for Interns
							Cantonment Homecoming Festival approved 8-20-15 (BCC
4th Cent TDT	108	360105	108/360105		Aids to Private Organizations		Discretionary Funds, D-5).
Tourist Development	108	360105	108/360105	53101	Professional Services	38,301	Funds generated for the Sports Tourism Study from private
							Recognizing the TDT Refunding Revenue Note Reserve to pay
Non-Departmental	108	360101	108/360101		Transfers to F-203		the bond notes for FY15/16. (Balance Sheet account:104809)
Supervisor of Elections	110	550125	110/550125		Printing & Binding		Balance of Federal Elections Activity Grant for SOE.
Nat Res Mgmt/Marine	110	220807	110/220807		Improvements other than Buildings		Assist with NRDA Boat Ramp Completion
Nat Res Mgmt/NRCS	110	220902	110/220902		Operating Supplies		Supplies to Treat Cogongrass
Nat Res Mgmt/WQLM	110	221002	110/221002		Other Contractual Services	-,	Tree Removal - Jones Creek East
Nat Res Mgmt/WQLM	110	221002	110/221002		Repair & Maintenance	_,	Repairs to Boardwalk - Jones Creek
Nat Res Mgmt/WQLM	110	221006	110/221006	56101			Purchase Property/Appraisals/Title Work
Nat Res Mgmt/WQLM	110	221015	110/221015	56101			Purchase Property/Appraisals/Title Work
Nat Res Mgmt/WQLM	110	221015	110/221015	56101			Purchase Property/Appraisals/Title Work
Nat Res Mgmt/WQLM	110	221015	110/221015	56101			Purchase Property/Appraisals/Title Work
Nat Res Mgmt/WQLM	110	221021	110/221021		Regular Salaries and Wages		Env Tech position for the LID Grant
Nat Res Mgmt/WQLM	110	221021	110/221021		Other Contractual Services		LID Monitoring Costs
Nat Res Mgmt/WQLM	110	221021	110/221021		Repair & Maintenance		Repairs to Monitoring Equipment
Nat Res Mgmt/WQLM	110	221021	110/221021		Operating Supplies		Monitoring Supplies
Nat Res Mgmt/WQLM	110	221021	110/221021		Machinery & Equipment		Monitoring Equipment
Nat Res Mgmt/WQLM	110	221022	110/221022		Professional Services		Survey and Education for Turtle Lighting
Nat Res Mgmt/WQLM	110	221023	110/221023		Other Contractual Services		Hydrologic Restoration/Invasives Removal
Nat Res Mgmt/WQLM	110	221023	110/221023	54401	Rentals & Leases	2,250	Equipment Rental to Eradicate Invasive Plants

FY 15/16 Re-Budgets-Manual Entry	,						
Expenditures:							
Exponentarios.							
		Cost	Fund/Cost	Account			
Department-Division	Fund	Center	Center	Number	Title	Amount	Explanation
Nat Res Mgmt/WQLM	110	221023	110/221023	54701	Printing & Binding	2,250	Printing Educational Brochures
Nat Res Mgmt/Extension	110	221202	110/221202	54001	Travel & Per Diem		Promote Naturally Escarosa
Nat Res Mgmt/Extension	110	221202	110/221202	54101	Communications	200	Promote Naturally Escarosa
Nat Res Mgmt/Extension	110	221202	110/221202	54701	Printing & Binding	1,500	Promote Naturally Escarosa
Nat Res Mgmt/Extension	110	221202	110/221202	54801	Promotional Activities	11,000	Promote Naturally Escarosa
Nat Res Mgmt/Extension	110	221202	110/221202	54931	Host Ordinance	1,000	Promote Naturally Escarosa
Nat Res Mgmt/Extension	110	221202	110/221202	55101	Office Supplies	240	Promote Naturally Escarosa
Nat Res Mgmt/Extension	110	221202	110/221202	55201	Operating Supplies		Promote Naturally Escarosa
Nat Res Mgmt/Extension	110	221202	110/221202	55401	Books/Publ/Subscript/Memberships	500	Promote Naturally Escarosa
Nat Res Mgmt/Extension	110	221202	110/221202	55501	Training & Registrations	800	Promote Naturally Escarosa
Public Safety/EMS County Award							
Grant	110	330318	110/330318	55501	Training & Registrations	1,812	EMS County Award Grant #C3017, unspent funds
Public Safety/EMS County Award							
Grant	110	330318	110/330318	56401	Machinery & Equipment	11,452	EMS County Award Grant #C3017, unspent funds
Public Safety/Hazardous Materials							
Plan Grant	110	330323	110/330323	55201	Operating Supplies	3,822	Hazardous Materials Plan Grant, unspent funds
Public Safety/Hazardous Materials						·	·
Plan Grant	110	330323	110/330323	56401	Machinery & Equipment	6,574	Hazardous Materials Plan Grant, unspent funds
Public Safety/Hazardous Materials						·	·
Plan Grant	110	330323	110/330323	56801	Intangible Assets	6,913	Hazardous Materials Plan Grant, unspent funds
Public Safety/DCA Civil Defense							
Grant2012	110	330412	110/330412	54001	Travel & Per Diem	8,456	DCA Civil Defense Grant2012, unspent funds
Public Safety/DCA Civil Defense							
Grant2012	110	330412	110/330412	54101	Communications	5.706	DCA Civil Defense Grant2012, unspent funds
Public Safety/DCA Civil Defense							· ·
Grant2012	110	330412	110/330412	54201	Postage & Freight	207	DCA Civil Defense Grant2012, unspent funds
	110	000112	110/000112	0.201	- Cottago di Folgini	201	207 COM DOIGHOO CHAMAS 12, ANOPON TANAS
Public Safety/DCA Civil Defense							
Grant2012	110	330412	110/330412	54601	Repair & Maintenance	7,572	DCA Civil Defense Grant2012, unspent funds
Public Safety/DCA Civil Defense							
Grant2012	110	330412	110/330412	54701	Printing & Binding	8,500	DCA Civil Defense Grant2012, unspent funds
Public Safety/DCA Civil Defense		000445	4.40.4000 : : :			10	DOA 0: 11 D (
Grant2012	110	330412	110/330412	54801	Promotional Activities	16,500	DCA Civil Defense Grant2012, unspent funds
Public Safety/DCA Civil Defense							
Grant2012	110	330412	110/330412	55101	Office Supplies	9,174	DCA Civil Defense Grant2012, unspent funds
Public Safety/DCA Civil Defense							
Grant2012	110	330412	110/330412	55201	Operating Supplies	18,965	DCA Civil Defense Grant2012, unspent funds
Public Safety/DCA Civil Defense							
Grant2012	110	330412	110/330412		Books/Publ/Subscript/Memberships	,	DCA Civil Defense Grant2012, unspent funds
Grant2012 Public Safety/DCA Civil Defense	110 110	330412	110/330412		Training/Registrations		DCA Civil Defense Grant2012, unspent funds
		330412	110/330412		Machinery & Equipment		DCA Civil Defense Grant2012, unspent funds
Public Safety/EMP Federal Grant	110	330413	110/330413	51201	Regular Salaries and Wages		EMP Federal Grant, unspent funds
Public Safety/EMP Federal Grant	110	330413	110/330413		FICA		EMP Federal Grant, unspent funds
Public Safety/EMP Federal Grant	110	330413	110/330413		Retirement		EMP Federal Grant, unspent funds
Public Safety/EMP Federal Grant	110	330413	110/330413		Life & Health		EMP Federal Grant, unspent funds
Public Safety/EMP Federal Grant	110	330413	110/330413	52401	Workers Comp	83	EMP Federal Grant, unspent funds

FY 15/16 Re-Budgets-Manual Entry			I				
Expenditures:							
Experiultures.							
		Cost	Fund/Cost	Account			
Department-Division	Fund	Center	Center	Number	Title	Amount	Explanation
Public Safety/EMP Federal Grant	110	330413	110/330413	54101	Communications	2,140	EMP Federal Grant, unspent funds
Public Safety/EMP Federal Grant	110	330413	110/330413	54601	Repair & Maintenance	365	EMP Federal Grant, unspent funds
Public Safety/EMP Federal Grant	110	330413	110/330413	55101	Office Supplies	2,500	EMP Federal Grant, unspent funds
Public Safety/EMP Federal Grant	110	330413	110/330413	55201	Operating Supplies	4,475	EMP Federal Grant, unspent funds
Public Safety/EMP Federal Grant	110	330413	110/330413	55401	Books/Publ/Subscript/Memberships		EMP Federal Grant, unspent funds
Public Safety/EMP Federal Grant	110	330413	110/330413	55501	Training & Registration	- ,	EMP Federal Grant, unspent funds
Public Safety/EMP Federal Grant	110	330413	110/330413	56401	Machinery & Equipment	12,000	EMP Federal Grant, unspent funds
Public Safety/Domestic Security							
Grant	110	330459	110/330459	53101	Professional Services	7,112	Domestic Security Grant, unspent funds
Public Safety/Domestic Security							
Grant	110	330459	110/330459	53401	Other Contractual Services	888	Domestic Security Grant, unspent funds
Public Safety/Domestic Security							
Grant	110	330459	110/330459	55101	Office Supplies	500	Domestic Security Grant, unspent funds
Public Safety/Domestic Security							
Grant	110	330459	110/330459	55201	Operating Supplies	465	Domestic Security Grant, unspent funds
							FY15/16 Federal Elections Activity Grant for the Supervisor of
Federal Elections Activity Grant	110	550125	110/550125	54701	Printing and Binding	15,000	Elections Office.
							FY15/16 Federal Elections Activity Grant for the Supervisor of
Federal Elections Activity Grant	110	550125	110/550125	54801	Promotional Activities		Elections Office.
Library/Information Technology	113	110503	113/110503	56401	Machinery & Equipment	86,153	Computers for various library branches
Library Donations	113	110504	113/110504		Buildings		DCAT Fees and Signage for Café.
Library Donations	113	110504	113/110504	56401	Machinery & Equipment		DCAT Fees and Signage for Café.
Museum on Mainstreet Grant	113	110507	113/110507		Travel & Per Diem		Balance of Mainstreet Library Grant.
Library Operations	113	110501	113/110501	51501	Special Pay	4,800	Car Allowance for Director
Library Operations	113	110501	113/110501	52101	-		Car Allowance for Director
Library Operations	113	110501	113/110501		Retirement		Car Allowance for Director
Library Operations	113	110501	113/110501	52401	Workers Comp	12	Car Allowance for Director
Library Operations	113	110501	113/110501		Reserves	(6,208)	Car Allowance for Director
Nat Res Mgmt/RESTORE	118	222001	118/222001	53401	Other Contractual Services	280,000	Mowing/Trash Pickup at Boat Ramps
Nat Res Mgmt/RESTORE	118	222001	118/222001	54301	Utility Services	38,000	Electric/Water Bills for Boat Ramps
Nat Res Mgmt/RESTORE	118	222001	118/222001	54401	Rentals & Leases	84,000	Portable Toilets for Boat Ramps
Nat Res Mgmt/RESTORE	118	222001	118/222001	54601	Repair & Maintenance		Repair/Maintain Boat Ramps
Nat Res Mgmt/RESTORE	118	222001	118/222001	55201	Operating Supplies	10,545	Signage at Boat Ramps
Nat Res Mgmt/RESTORE	118	222002	118/222002	56301	Improvements other than Buildings	2,000,000	Stormwater Improvements/Restoration
Neighborhood Enterprise	120	370201	120/370201	58301	Other Grants & Aids	205,772	SHIP 2015 Grant
Neighborhood Enterprise	129	370213	129/370213	53101	Professional Services		Brownfield Remediation
Neighborhood Enterprise	129	370218	129/370218	56301	Improvements other than Buildings	-,	Brownfield Remediation
Neighborhood Enterprise	129	370215	129/370215	58301	Other Grants & Aids	,	Brownfield Remediation
Neighborhood Enterprise	129	370219	129/370219		Repair & Maintenance		Copier Maintenance Agreement
Neighborhood Enterprise	129	370218	129/370218	53401	Other Contractual Services		Temporary Employment Services
Neighborhood & Human Srvs/CRA	151	370114	151/370114	58301	Other Grants & Aids		Residential Rehab Grants in the Warrington CRA
Neighborhood & Human Srvs/CRA	152	110269	152/110269	56301	Southwest Sector (Sorrento Road)	846,245	Transferred back to FDOT; balance in project
				<u> </u>			Funds are needed to purchase two new computers, County just
Bob Sikes Toll Facility	167	140301	167/140301	<u>56</u> 401	Machinery & Equipment	5,000	renewed the Dell contract for computer purchases.

FY 15/16 Re-Budgets-Manual Entr	v						
Expenditures:	,						
		Cost	Fund/Cost	Account			
Department-Division	Fund	Center	Center	Number	Title	Amount	Explanation
Public Works/Bob Sikes Toll	167	140301	167/140301	56401	Machinery and Equipment	91,992	Equipment for Bob Sikes Toll Upgrade
							Moving Roads Verizon Wireless Service from the IT Cost Center
Public Works/Roads	175	210401	175/210401		Communications		to the Road Department Cost Center for FY15/16
Public Works/Traffic Ops	175	211201	175/211201		Operating Supplies		Design Team Costs BCC Approval 02/19/2015
Public Works/Traffic Ops	175	211201	175/211201		Machinery & Equipment		Design Team Costs BCC Approval 02/19/2015
Public Works/Traffic Ops	175	211201	175/211201	53401	Other Contractual Services		Agreement with DRMP for Signalization Contract
Public Works/Traffic Ops	175	211201	175/211201		Professional Services	103,361	FDOT Signalization Contract
Public Works/Roads	175	210405	175/210405	56401	Machinery and Equipment	369,450	Roads equipment-tractors, bush hogs, flail, forklift, etc.
							Needed for Drainage Projects in this area due to overabundance
Public Works/Master Drainage	181	210720	181/210720	56301	Improvements other than Buildings	13,264	
							Needed for Drainage Projects in this area due to overabundance
Public Works/Master Drainage	181	210721	181/210721	56301	Improvements other than Buildings	19,733	of rainfall
							Needed for Drainage Projects in this area due to overabundance
Public Works/Master Drainage	181	210722	181/210722	56301	Improvements other than Buildings	13,899	of rainfall
							Needed for Drainage Projects in this area due to overabundance
Public Works/Master Drainage	181	210723	181/210723	56301	Improvements other than Buildings	29,896	of rainfall
							Needed for Drainage Projects in this area due to overabundance
Public Works/Master Drainage	181	210723	181/210723	56301	Improvements other than Buildings		of rainfall
Public Works/Master Drainage	181	210725	181/210725	56301	Improvements other than Buildings	25,111	Active project; must be able to process purchase orders
							Needed for Drainage Projects in this area due to overabundance
Public Works/Master Drainage	181	210725	181/210725	56301	Improvements other than Buildings	40,900	of rainfall
Public Works/Master Drainage	181	210726	181/210726	56301	Improvements other than Buildings	8,775	Currently in design
Public Works/Master Drainage	181	210726	181/210726	56301	Improvements other than Buildings	4,618	Currently in design
Public Works/Master Drainage	181	210726	181/210726	56301	Improvements other than Buildings	9,550	Currently in property acquisition
							Needed for Drainage Projects in this area due to overabundance
Public Works/Master Drainage	181	210726	181/210726	56301	Improvements other than Buildings	7,635	of rainfall
							Needed for Drainage Projects in this area due to overabundance
Public Works/Master Drainage	181	210727	181/210727	56301	Improvements other than Buildings	35,173	of rainfall
Public Works/Master Drainage	181	210728	181/210728	56301	Improvements other than Buildings	10,000	Design funds
Public Works/Master Drainage	181	210728	181/210728	56301	Improvements other than Buildings	460	Currently in Design, construction funds
							Needed for Drainage Projects in this area due to overabundance
Public Works/Master Drainage	181	210728	181/210728	56301	Improvements other than Buildings	11,301	of rainfall
							Needed for Drainage Projects in this area due to overabundance
Public Works/Master Drainage	181	210729	181/210729	56301	Improvements other than Buildings	4,765	of rainfall
							Needed for Drainage Projects in this area due to overabundance
Public Works/Master Drainage	181	210730	181/210730	56301	Improvements other than Buildings	18,036	of rainfall
Public Works/Master Drainage	181	210731	181/210731	56301	Improvements other than Buildings	59,225	Construction funds
Public Works/Master Drainage	181	210731	181/210731	56301	Improvements other than Buildings	1,186	Design funds
						·	Needed for Drainage Projects in this area due to overabundance
Public Works/Master Drainage	181	210731	181/210731	56301	Improvements other than Buildings	16,168	of rainfall
						,	Needed for Drainage Projects in this area due to overabundance
Public Works/Master Drainage	181	210732	181/210732	56301	Improvements other than Buildings	12,067	of rainfall
						,	Needed for Drainage Projects in this area due to overabundance
Public Works/Master Drainage	181	210732	181/210732	56301	Improvements other than Buildings	9 506	of rainfall
i abiio vvoikariviastei Diailiage	101	210132	101/210/32	J0J0 I	miprovernente other than buildings	9,500	or rainian

FY 15/16 Re-Budgets-Manual Entry	,						
Expenditures:							
		Cost	Fund/Cost	Account			
Department-Division	Fund	Center	Center	Number	Title	Amount	Explanation
							Needed for Drainage Projects in this area due to overabundance
Public Works/Master Drainage	181	210732	181/210732	56301	Improvements other than Buildings	55,538	of rainfall
							Needed for Drainage Projects in this area due to overabundance
Public Works/Master Drainage	181	210732	181/210732	56301	Improvements other than Buildings	8,857	of rainfall
Dublic Mande (Mande Dusings	404	040700	404/040700	50004	Improve an enter eth ex then Duildings	7.070	Needed for Drainage Projects in this area due to overabundance
Public Works/Master Drainage	181	210732	181/210732	56301	Improvements other than Buildings	7,870	of rainfall Recognizing the TDT Refunding Revenue Note Reserve to pay
Non Departmental	202	110248	202/110249	50901	Reserves	1 227 070	the bond notes for FY15/16. (Balance Sheet account:104809)
Non-Departmental Public Works/ECAT	203 320	211222	203/110248 320/211222		Support Facility Repairs	, ,	2010 FTA FL90X728
Public Works/ECAT	320	211222	320/211222		Computer, Equipment, Software		2010 FTA FL90X/28
Public Works/ECAT	320	211222	320/211222		Operating Supplies	,	2010 FTA FL90X728
Public Works/ECAT	320	211222	320/211222		Machinery & Equipment		2010 FTA FL90X728
Public Works/ECAT	320	211222	320/211222		Maintenance Equipment		2010 FTA FL90X728
Public Works/ECAT	320	211223	320/211223		Support Facility Repairs		2011 FTA Grant FL90X759
Public Works/ECAT	320	211223	320/211223		Computer, Equipment, Software		2011 FTA Grant FL90X759
Public Works/ECAT	320	211223	320/211223		Maintenance Equipment		2011 FTA Grant FL90X759
T UDIC WORS/ECAT	320	211223	320/211223	30400	Maintenance Equipment	7,070	20111 TA GIAIRT E90X139
Public Works/ECAT	320	211224	320/211224	54601	Repair & Maintenance	147,000	2012 FTA Grant FL90-X804
Public Works/ECAT	320	211224	320/211224		Machinery & Equipment		2012 FTA Grant FL90-X804
Public Works/ECAT	320	211225	320/211225		Improvements other than Buildings		2013 FTA320 FL90-X818
Public Works/ECAT	320	211225	320/211225		Machinery & Equipment	30,478	2013 FTA320 FL90-X818
Public Works/ECAT	320	211226	320/211226	56301	Improvements other than Buildings	20,000	2013 FTA320 FL90-X825
Public Works/ECAT	320	211226	320/211226		Machinery & Equipment	20,000	2013 FTA320 FL90-X825
Public Works/ECAT	320	211227	320/211227	56401	Machinery & Equipment	164,895	Good Repair Grant FL-04018100
Public Works/ECAT	320	211230	320/211230	56301	Improvements other than Buildings	27,969	2013 FTA 5339 FL 34-0021
Public Works/ECAT	320	211230	320/211230		Machinery & Equipment	70,000	2013 FTA 5339 FL 34-0021
Public Works/ECAT	320	211231	320/211231	56301	Improvements other than Buildings	31,000	2014 FTA 320 FL90-X848
Public Works/ECAT	320	211231	320/211231		Machinery & Equipment	172,679	2014 FTA 320 FL90-X848
Public Works/ECAT	320	211232	320/211232		Machinery & Equipment		FTA-VTCLI Grant
Public Works/ECAT	320	211233	320/211233	53101	Professional Services		2015 FTA 320 FL90-X877-00
Public Works/ECAT	320	211233	320/211233	56301	Improvements other than Buildings		2015 FTA 320 FL90-X877-00
Public Works/ECAT	320	211233	320/211233	56401	Machinery & Equipment	817,496	2015 FTA 320 FL90-X877-00
Building Services/Animal Shelter	352	330435	352/330435		Buildings		Animal Shelter cat room build out, Project #11CA1283 balance.
Facilities	352	540115	352/540115		Buildings	,	Sheriff Evidence Fire Suppression/Proj# 15SH3143
Facilities	352	110267	352/110267		Buildings		Old Courthouse Renovation/Proj# 15PF3172
Facilities	352	110267	352/110267		Buildings		Brownsville Community Center/Proj# 13PF2503
Facilities	352	290407	352/290407		Buildings		Jail Admissions, Classification & Release/Proj# 14SH2728
Facilities	352	290407	352/290407		Buildings		Jail Admissions, Classification & Release/Proj# 14SH2728
Court Administration	352	410149	352/410149		Buildings		Build out of judges chambers on 5th floor/Proj# 14JS2712
Nat Res Mgmt/LOST III	352	110267	352/110267		Operating Supplies		4-H Building Supplies Proj# 08NE0018
Nat Res Mgmt/LOST III	352	110267	352/110267		Machinery & Equipment		4-H Building Equipment Proj# 08NE0028
Nat Res Mgmt/LOST III	352	220102	352/220102		Improvements other than Buildings		Construction of Boat Ramp-NRDA Proj# 08NE0018
Nat Res Mgmt/LOST III	352	220102	352/220102	56101			Purchase Environmentally Sensitive Land Proj# 08NE0028
Nat Res Mgmt/LOST III	352	220102	352/220102	56101	Land	379,242	Purchase Redevelopment Property Proj# 08NE0058

FY 15/16 Re-Budgets-Manual Entry							
Expenditures:							
Exponentarios.							
		Cost	Fund/Cost	Account			
Department-Division	Fund	Center	Center	Number	Title	Amount	Explanation
Nat Res Mgmt/LOST III	352	220102	352/220102	56301	Improvements other than Buildings	1,533	Perdido Key HCP-Conservation Plan Proj# 08NE0072
Nat Res Mgmt/LOST III	352	220102	352/220102	56301	Improvements other than Buildings	233,177	Restoration of Ten Mile Creek Proj# 09NE0018
Nat Res Mgmt/LOST III	352	220102	352/220102	56301	Improvements other than Buildings	29,040	Perdido Paddle Trail Proj# 09NE0022
Nat Res Mgmt/LOST III	352	220102	352/220102	56301	Improvements other than Buildings	20,600	Artificial Reefs/Remaining Funds FWC Proj# 10NE0808
Nat Res Mgmt/LOST III	352	220102	352/220102	56301	Improvements other than Buildings	632,000	CRA Sewer Expansion - for Construction Proj# 10NE0018
Nat Res Mgmt/LOST III	352	220102	352/220102	56301	Improvements other than Buildings	12,179	Maggie's Ditch Proj# 11NE1463
Nat Res Mgmt/LOST III	352	220102	352/220102	56101	Land	280,000	Brownsfield Redevelopment Proj# 12NE1708
Nat Res Mgmt/LOST III	352	220102	352/220102	56301	Improvements other than Buildings		Brownsfield Redevelopment Proj# 12NE1708
Nat Res Mgmt/LOST III	352	220102	352/220102	56301	Improvements other than Buildings	1,500,000	Navy Boulevard Project Proj# 12NE1992
							Balance of a grant for salvage and deployment of Ocean Wind
Nat Res Mgmt	352	220102	352/220102	56301	Improvements other than Buildings	49,400	tugboat
							ECUA capital contributions for Ensley drainage, Beach Haven,
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	46,548	and Guidy Lane. (Projects:08EN0313, 08EN0272, 12EN2005)
							Currently under Design (East and West Corridor); balance of
Public Works/Engineering	352	210109	352/210109	56301	Improvements other than Buildings	4,449	available funds
							Rebudget balance of grant for Construction; this grant will
Public Works/Engineering	352	210110	352/210110	56301	Improvements other than Buildings	1,388,258	probably be terminated
Public Works/Engineering	352	210113	352/210113	56301	Improvements other than Buildings	611,035	Rebudget balance of grant
Public Works/Engineering	352	210517	352/210517	56301	Improvements other than Buildings	78,093	Rebudget balance of grant
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings		LAP Project
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	248,979	LAP Project
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	, ,	LAP Project
Public Works/Engineering	352	210114	352/210114	56301	Improvements other than Buildings	1,950,000	LAP Project
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	5,274	Currently under construction; balance of funds in project
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	1,083,789	Currently under construction; balance of funds in project
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	11,857	Currently in Design; balance of funds for construction
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	5,451	Currently in design; balance of funds in project
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	1,901,250	Currently in Design; balance of funds available
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings		Balance of funds in project
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	442,563	Currently in Design; balance of funds for construction
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	316,249	Currently under construction; balance of funds in project
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	239,249	Funds for construction
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	1,869,898	Construction funds
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings		Stormwater Basin Studies; balance of funds in project
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	431,265	Matching funds for HMGP Grant; balance in project
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	957,387	Funds for construction
				<u> </u>			Detroit and Johnson currently under construction; balance of
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings		funds in project is for additional phases for the Ensley area
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings		Balance of funds in project
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings		Currently in Design; balance of funds for construction
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings		Currently Out for Design; Funds for Construction
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	3,813	Currently under construction; balance of funds in project
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	161,730	Under construction; balance of funds
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	785,647	Currently in Design; balance of funds for construction

FY 15/16 Re-Budgets-Manual Entry							
Expenditures:							
Experiantales.							
		Cost	Fund/Cost	Account			
Department-Division	Fund	Center	Center	Number	Title	Amount	Explanation
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	122,263	Currently in Design; balance of funds for construction
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	4,925	Currently in design; balance of funds
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	765,156	Balance of funds in project
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	13,276	Balance of funds in project
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	540,614	Currently in Design; balance of funds for construction
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	700	Currently in design; construction funds
							Ashland Bridge and ditch piping in Maplewoods subdivision
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings		currently under construction
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	370,725	Currently under design; construction funds
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	37,008	Currently under design; construction funds
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	259,786	Currently under design; construction funds
							In Design and property acquisition; Construction scheduled to
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	14,744	start December 2012
							Several phases of this project are scheduled to begin
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings		construction December 2012
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	524,890	Funds to reimburse ECUA for construction of project.
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	175,000	Construction funds; currently in design
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	1,223,990	Currently in Design; balance of funds for construction
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	39,638	Several projects under construction; balance of funds available
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	5,860	Currently in Design; balance of funds available
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	24,296	Demolition costs; balance in project
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	355,768	Personnel Costs
Public Works/Engineering	352	210107	352/210107		Improvements other than Buildings	-,	Under construction; balance of funds
Public Works/Engineering	352	210107	352/210107		Improvements other than Buildings		Balance of funds in project
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	371,822	Currently in Design; balance of funds for construction
							Alleviate a flooding problem along US Highway 29 at the north of
							the Town of Century and serves as an emergency evacuation
Public Works/Engineering	352	210107	352/210107		Improvements other than Buildings		route. 25% local match of the Hazard Mitigation Grant.
Public Works/Engineering	352	210107	352/210107		Improvements other than Buildings		Property Acquisition
Public Works/Engineering	352	210107	352/210107		Improvements other than Buildings	,	Currently under construction; balance of funds in project
Public Works/Engineering	352	210107	352/210107		Improvements other than Buildings		Balance in project
Public Works/Engineering	352	210107	352/210107		Improvements other than Buildings	,	Currently under design
Public Works/Engineering	352	210107	352/210107		Improvements other than Buildings	,	Currently under design
Public Works/Engineering	352	210107	352/210107		Improvements other than Buildings	,	Balance of funds in project
Public Works/Engineering	352	210107	352/210107		Improvements other than Buildings		Balance in project; Currently under construction
Public Works/Engineering	352	210107	352/210107		Improvements other than Buildings		Scheduled for Construction
Public Works/Engineering	352	210107	352/210107		Improvements other than Buildings		Balance in project; transferred back to FDOT
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	5,972	Currently in design. Scheduled for Construction 2015
							Construction funds for projects currently under design; and
Public Works/Engineering	352	210107	352/210107		Improvements other than Buildings		renovation of existing bridges
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	61,873	Balance of funds available

FY 15/16 Re-Budgets-Manual Entry	1						
Expenditures:							
Experiantures.							
		Cost	Fund/Cost	Account			
Department-Division	Fund	Center	Center	Number	Title	Amount	Explanation
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	43,355	Balance in project; currently under construction
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	162,197	Currently in design; balance of funds for construction
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	15,308	Balance in project; currently under construction
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	14,153	Design funds
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	1,805,970	Balance of funds in project
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	2,539	Currently under construction. Balance of funds in project
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings		Currently under design, balance in project
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	5,110,972	Currently in design. Balance of funds in project.
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings		Balance of funds
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	14,511	Balance of funds for design and construction
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	2,398	Balance in project; currently under construction
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	273,224	Funds for construction.
							Sandicrest to Kingsfield currently under construction; balance of
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	39,021	funds in project
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	256,985	Funds for construction
							Funds for design and construction of intersection improvement
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	234,600	project
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	434,473	Balance of funds in project
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	657,275	Funds for design
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	50,000	Funds for design
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	10,858	Currently under construction; balance of funds in project
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings		Tentative scheduled to go out for bids November 2014
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	155,512	Currently under construction; balance of funds in project
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	2,865	Property Acquisition
							Currently out for Design - Wellline, Quintette and Kingfield Road;
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	4,075,372	balance of available funds
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	20,223	Scheduled for Construction
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	35,400	Scheduled for Construction
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	17,882	Currently in design; construction funds
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	50,000	Design Funds
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	200,000	Construction funds
							Funds for pending projects, i.e. Northpointe, North Miller, and
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	751,136	Crescent Lake
Public Works/Engineering	352	210107	352/210107		Improvements other than Buildings	-,	Balance of funds in project
Public Works/Engineering	352	210107	352/210107		Improvements other than Buildings	, -	Balance of funds in project
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	250,000	Construction funds
	T						Currently under Design (East and West Corridor); balance of
Public Works/Engineering	352	210107	352/210107		Improvements other than Buildings	,	available funds
Public Works/Engineering	352	210107	352/210107		Improvements other than Buildings		Currently under construction; balance of funds in project
Public Works/Engineering	352	210107	352/210107		Improvements other than Buildings		Currently in design, balance of funds in project
Public Works/Engineering	352	210107	352/210107		Improvements other than Buildings		Balance of funds in project
Public Works/Engineering	352	210107	352/210107		Improvements other than Buildings		Balance of funds in project
Public Works/Engineering	352	210107	352/210107		Improvements other than Buildings		Design funds
Public Works/Engineering	352	210107	352/210107		Improvements other than Buildings		Design funds
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	104,540	Currently in design; balance of funds in project

FY 15/16 Re-Budgets-Manual Entry					_		
Expenditures:							
Experiences.							
		Cost	Fund/Cost	Account			
Department-Division	Fund	Center	Center	Number	Title	Amount	Explanation
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	83,810	Currently under construction
							Several Projects in construction; balance of funds In projects for
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	1,951,394	unexpected change orders
							Several sidewalks project under construction; balance of funds
Public Works/Engineering	352	210107	352/210107	56301	Improvements other than Buildings	502,634	in project for unexpected change orders
							Several sidewalks project under construction; balance of funds
Public Works/Engineering	352	210107	352/210107		Improvements other than Buildings	,	in project for unexpected change orders
Public Works/Engineering	352	210107	352/210107		Improvements other than Buildings		Balance of funds in project
Public Works/Engineering	352	210107	352/210107		Improvements other than Buildings	- ,	Construction funds
Public Works/Engineering	352	210107	352/210107		Improvements other than Buildings		Currently in design, balance of funds in project
Public Works/Engineering	352	210107	352/210107		Improvements other than Buildings		Design Funds
Public Works/Engineering	352	210107	352/210107		Improvements other than Buildings		Currently in design; construction funds
Public Works/Engineering	352	210107	352/210107		Improvements other than Buildings	,	Design funds
Public Works/Engineering	352	210107	352/210107		Improvements other than Buildings		Design/Construction funds
Public Works/Engineering	352	210107	352/210107		Improvements other than Buildings		Currently in design; construction funds
Public Works/Engineering	352	210107	352/210107		Improvements other than Buildings		Currently in design; construction funds
Public Works/Engineering	352	210107	352/210107		Improvements other than Buildings	,	Currently in design; construction funds
Parks Department/LOST	352	350229	352/350229		Improvements other than Buildings	,	Active project; in construction
Parks Department/LOST	352	350229	352/350229		Improvements other than Buildings		Active project; balance in project
Parks Department/LOST	352	350229	352/350229		Improvements other than Buildings	1,212	Balance in project
Parks Department/LOST	352	350229	352/350229		Improvements other than Buildings		Active project; balance in project
Parks Department/LOST	352	350229	352/350229		Improvements other than Buildings		Balance in project
Parks Department/LOST	352	350229	352/350229		Improvements other than Buildings	,	Balance in project
Parks Department/LOST	352	350229	352/350229		Improvements other than Buildings		Active project; balance in project
Parks Department/LOST	352	350229	352/350229		Improvements other than Buildings		Active project; balance in project
Parks Department/LOST	352	350229	352/350229		Improvements other than Buildings		Balance in project
Parks Department/LOST	352	350229	352/350229		Improvements other than Buildings		Currently in Design, Construction scheduled for FY 14/15
Parks Department/LOST	352	350229	352/350229		Improvements other than Buildings		Balance in project
Parks Department/LOST	352	350229	352/350229		Improvements other than Buildings		Active project; balance in project
Parks Department/LOST	352	350229	352/350229		Improvements other than Buildings		Balance in project
Parks Department/LOST	352	350229	352/350229		Improvements other than Buildings		Active project; in construction
Parks Department/LOST	352	350229	352/350229		Improvements other than Buildings		Currently under construction
Parks Department/LOST	352	350229	352/350229		Improvements other than Buildings	,	Active project; balance in project
Parks Department/LOST	352	350229	352/350229	56301	Improvements other than Buildings	673,203	Active project; balance in project
Parks Department/LOST	352	350229	352/350229	56301	Improvements other than Buildings	144,985	Active project; balance in project
Parks Department/LOST	352	350229	352/350229	56301	Improvements other than Buildings	86,549	Active project; balance in project
Parks Department/LOST	352	350229	352/350229	56301	Improvements other than Buildings	20,975	Active project; balance in project
Parks Department/LOST	352	350229	352/350229	56301	Improvements other than Buildings	224,743	Active project; balance in project
Parks Department/LOST	352	350229	352/350229	56301	Improvements other than Buildings	5,001	Balance in project
Parks Department/LOST	352	350229	352/350229	56301	Improvements other than Buildings	9,000	Balance in project
Parks Department/LOST	352	350229	352/350229	56301	Improvements other than Buildings	24,396	Active project; balance in project
Parks Department/LOST	352	350229	352/350229	56301	Improvements other than Buildings	13,050	Active project; balance in project; property acquisition
Parks Department/LOST	352	350229	352/350229	56301	Improvements other than Buildings	225,384	Active project; balance in project
Parks Department/LOST	352	350229	352/350229	56301	Improvements other than Buildings	134,642	Active project; balance in project
Parks Department/LOST	352	350229	352/350229	56301	Improvements other than Buildings	125,000	Active project; balance in project

	Cost	Fund/Cost	Account			
Fund	Center	Center	Number	Title	Amount	Explanation
352	350229	352/350229	56301	Improvements other than Buildings	157,847	Active project, balance in project
352	350229	352/350229	56401	Machinery and Equipment	90,000	Active project, balance in project
352	2101xx	352/2101xx	56301	Improvements other than Buildings	117,032	LAP - Design of Quietwater Beach Ferry Landing
352	2101xx	352/2101xx	56301	Improvements other than Buildings	38,593	LAP - Design of Bauer Road Paved Shoulder
352	2101xx	352/2101xx	56301	Improvements other than Buildings	259,200	LAP - East Johnson Ave Stormwater Repair
352	2101xx	352/2101xx	56301	Improvements other than Buildings	148,518	LAP - CR 292A Gulf Beach Hwy Drainage Repair
						Insurance funds for building damages associated with the April
501	140836	501/140836	53401	Other Contractual Services	7,377,500	Flood and Jail explosion.
						Insurance funds for building damages associated with the April
501	140836	501/140836	54601	Repair & Maintenance	7,377,500	Flood and Jail explosion.
						Insurance funds for building damages associated with the April
501	140836	501/140836	56201	Buildings	345,943	Flood and Jail explosion.
						Additional funds for the WC premium increase as a result of the
501	140834	501/140834	54501	Insurance	500,000	jail explosion and flood related events.
					84,582,652	
	352 352 352 352 352 352 352 501 501	Fund Center 352 350229 352 350229 352 2101xx 352 2101xx 352 2101xx 352 2101xx 501 140836 501 140836 501 140836	Fund Center Center 352 350229 352/350229 352 350229 352/350229 352 2101xx 352/2101xx 501 140836 501/140836 501 140836 501/140836 501 140836 501/140836	Fund Center Center Number 352 350229 352/350229 56301 352 350229 352/350229 56401 352 2101xx 352/2101xx 56301 352 2101xx 352/2101xx 56301 352 2101xx 352/2101xx 56301 352 2101xx 352/2101xx 56301 501 140836 501/140836 53401 501 140836 501/140836 54601 501 140836 501/140836 56201	Fund Center Number Title 352 350229 352/350229 56301 Improvements other than Buildings 352 350229 352/350229 56401 Machinery and Equipment 352 2101xx 352/2101xx 56301 Improvements other than Buildings 501 140836 501/140836 53401 Other Contractual Services 501 140836 501/140836 54601 Repair & Maintenance 501 140836 501/140836 56201 Buildings	Fund Center Number Title Amount 352 350229 352/350229 56301 Improvements other than Buildings 157,847 352 350229 352/350229 56401 Machinery and Equipment 90,000 352 2101xx 352/2101xx 56301 Improvements other than Buildings 117,032 352 2101xx 352/2101xx 56301 Improvements other than Buildings 38,593 352 2101xx 352/2101xx 56301 Improvements other than Buildings 259,200 352 2101xx 352/2101xx 56301 Improvements other than Buildings 148,518 501 140836 501/140836 53401 Other Contractual Services 7,377,500 501 140836 501/140836 54601 Repair & Maintenance 7,377,500 501 140836 501/140836 56201 Buildings 345,943 501 140834 501/140834 54501 Insurance 500,000

FY 15/16 Re-Budgets-Manual Entry							
Revenues:							
Revenues.							
		Cost	Fund/Cost	Account			
Department-Division	Fund	Center	Center	Number	Title	Amount	Explanation
County Attorney's Office	001			389901	Fund Balance	22,253	Laptops with docking stations & Scanners
Information Technology	001				Fund Balance		Computers and laptops
Juvenile Justice	001			389901	Fund Balance	161,567	Juvenile Justice
DJJ Assessment	001			389901	Fund Balance	19,558	DJJ Assessment
Facilities/DCAT	001			389901	Fund Balance		Facilities/DCAT projects
Nat Res Mamt/Admin	001				Fund Balance		Nat Res Mgmt/Admin
Nat Res Mgmt/WQLM	001				Fund Balance	,	Water Quality & Land Management
Non-Departmental	001				Fund Balance		Carpet replacement for County Attorney's Office.
Non Bepartmental	001			000001	T dia Balance	10,000	curpot replacement for equity retembly a cined.
							A/V Retrofits, Old Courthouse, 4th Floor Training Room, BCC
Non-Departmental	001			389901	Fund Balance	50,000	Chambers and EOC
IT/Telecommunications	001			389901	Fund Balance	25,000	Replacing PS VOIP system
Nat Res Mgmt/WQLM	101			343701	Tree Fund Ordinance Fees	25.000	Tree Fund Ordinance Fees
Nat Res Mgmt/WQLM	101				Wetland Mitigation Fees		Wetland Mitigation Fees
Nat Res Mgmt/Marine	101				Memorial Reef		Memorial Reef
Nat Res Mgmt/NRCS	101				Jones Swamp Wetland Preserve		Jones Swamp Wetland Preserve
Nat Res Mgmt/NPDES	101				Nat'l Pollutant Discharge System		Nat'l Pollutant Discharge System
Parks & Rec/Fishing Bridge	101				Fishing Bridge Fees		Fishing Bridge
Public Works/Roads,Host Ordinance	101				Fund Balance		Employee Morale events/items
Nat Res Mgmt/RESTORE	102				Fund Balance		Economic Development
Public Works/ECAT	104				2012 FTA Grant FL90-X804		2012 FTA Grant FL90-X804
Public Works/ECAT	104				2013 FTA Grant FL 90-825		2013 FTA Grant FL 90-825
Nat Res Mgmt/Marine	108				Fund Balance		Marine Resources - Purchase 3 computers for Interns
That I too Ingine manne				000001	T and Balance	0,000	Cantonment Homecoming Festival approved 8-20-15 (BCC
4th Cent TDT	108			389901	Fund Balance	2 500	Discretionary Funds, D-5).
THE COINT IS I	100			000001	T dire Balarios	2,000	Funds generated for the Sports Tourism Study from private
Tourist Development	108			366001	Contributions from Private Source	38 301	sources.
Touriet Bevelopment	100			000001		00,001	Recognizing the TDT Refunding Revenue Note Reserve to pay
Non-Departmental	108			389901	Fund Balance	1 227 070	the bond notes for FY15/16. (Balance Sheet account:104809)
Nat Res Mgmt/Marine	110				Vessel Registration Fees		Vessel Registration Fees
Nat Res Mgmt/NRCS	110				FDACS Congongrass Grant		FDACS Congongrass Grant
Nat Res Mgmt/WQLM	110				Glynn Key Stormwater		Glynn Key Stormwater
Nat Res Mgmt/WQLM	110				Density Reduction PNS-NAS	-,	Density Reduction PNS-NAS
Nat Res Mgmt/WQLM	110				Density Reduction Area A		Density Reduction Area A
Nat Res Mgmt/WQLM	110				Defense Infrastructure 2013	- ,	Defense Infrastructure 2013
Nat Res Mgmt/WQLM	110				Defense Infrastructure 2014		Defense Infrastructure 2014
Nat Res Mgmt/WQLM	110				FDEP LID Monitoring Grant		FDEP LID Monitoring Grant
Nat Res Mgmt/WQLM	110				NFWF Jones Swamp Patton		NFWF Jones Swamp Patton
Nat Res Mgmt/Extension	110				BP Promotional Fund Grant		BP Promotional Fund Grant
Public Safety/EMS County Award	110			334310	Di Fromotional Fund Grant	17,340	DI I TOMOLIONALI UNO OTANI
Grant	110			224204	EMS County Award	10.064	EMS County Award Grant #C3017, unspent funds
Public Safety/Hazardous Materials	110			334221	Livio County Awaru	13,264	Livio County Award Grant #Count, unspent lunus
	110			224044	Hazardaya Matariala Dlan	17.000	Hozardoua Materiala Dian Crant, unanent funda
Plan Grant	110			334244	Hazardous Materials Plan	17,309	Hazardous Materials Plan Grant, unspent funds
Public Safety/DCA Civil Defense	440			004000	DCA Civil Defense	04.000	DCA Civil Defence Crent2012 (managet finale
Grant2012	110			331228	DCA Civil Defense	94,666	DCA Civil Defense Grant2012, unspent funds

FY 15/16 Re-Budgets-Manual Entry						1	
Revenues:							
Novellaco.							
		Cost	Fund/Cost	Account			
Department-Division	Fund	Center	Center		Title	Amount	Explanation
Public Safety/EMP Federal Grant	110			331262	EMP Federal Grant	68,532	EMP Federal Grant, unspent funds
Public Safety/Domestic Security							
Grant	110			334252	Domestic Security Grant		Domestic Security Grant, unspent funds
Nat Res Mgmt/WQLM	110			334368	NRDA Turtle Grant-DEP/FWC		NRDA Turtle Grant-DEP/FWC
Supervisor of Elections	110			331105	Federal Elections Activity Grant	5,904	Balance of Federal Elections Activity Grant for SOE.
							FY15/16 Federal Elections Activity Grant for the Supervisor of
Federal Elections Activity Grant	110			331105	Federal Elections Activity Grant		Elections Office.
Library/Information Technology	113				Fund Balance		Computers for various library branches
Library Donations	113				Library Donations		DCAT Fees and Signage for Café.
Museum on Mainstreet Grant	113				Museum on Mainstreet Grant		Balance of Mainstreet Library Grant.
Nat Res Mgmt/RESTORE	118				NRDA Boat Ramps		NRDA Boat Ramps
Nat Res Mgmt/RESTORE	118			384005	NFWF #45910 Bayou Chico	2,000,000	NFWF #45901 Bayou Chico
Neighborhood Enterprise	120			335707	SHIP 2015 Grant	205,772	SHIP 2015 Grant
Neighborhood Enterprise	129			369001	CDBG HUD/Voluntary Cleanup Tax Credit	100,817	CDBG HUD/Voluntary Cleanup Tax Credit
Neighborhood Enterprise	129			331554	2013 HUD Entitlement	8,685	2013 HUD Entitlement Grant
Neighborhood Enterprise	129			331552	2011 HUD Entitlement	,	2011 HUD Entitlement Grant
Neighborhood Enterprise	129				2014 HUD Entitlement		2014 HUD Entitlement Grant
Neighborhood Enterprise	129				2014 HUD Entitlement		2014 HUD Entitlement Grant
Neighborhood & Human Srvs/CRA	151				Fund Balance		Residential Rehab Grants in the Warrington CRA
Neighborhood & Human Srvs/CRA	152			389901	Fund Balance	846,245	Transferred back to FDOT; balance in project
							Funds are needed to purchase two new computers, County just
Bob Sikes Toll Facility	167				Fund Balance		renewed the Dell contract for computer purchases.
Public Works/Bob Sikes Toll	167			389901	Fund Balance		Equipment for Bob Sikes Toll Upgrade
							Moving Roads Verizon Wireless Service from the IT Cost Center
Public Works/Roads	175				Fund Balance		to the Road Department Cost Center for FY15/16
Public Works/Traffic Ops	175				Fund Balance		Design Team Costs BCC Approval 02/19/2015
Public Works/Traffic Ops	175				Fund Balance		Agreement with DRMP for Signalization Contract
Public Works/Traffic Ops	175				FDOT Reimbursements		FDOT Signalization Contract
Public Works/Roads	175			389901	Fund Balance	369,450	Roads equipment-tractors, bush hogs, flail, forklift, etc.
Public Works/Master Drainage	181			389901	Fund Balance	473,978	Needed for Drainage Projects due to overabundance of rainfall
							Recognizing the TDT Refunding Revenue Note Reserve to pay
Non-Departmental	203				Transfer from Fund 108		the bond notes for FY15/16. (Balance Sheet account:104809)
Public Works/ECAT	320				2010 FTA FL90X728		2010 FTA FL90X728
Public Works/ECAT	320				2011 FTA Grant FL90X759		2011 FTA Grant FL90X759
Public Works/ECAT	320				2012 FTA Grant FL90-X804		2012 FTA Grant FL90-X804
Public Works/ECAT	320				2013 FTA320 FL90-X818		2013 FTA320 FL90-X818
Public Works/ECAT	320				2013 FTA320 FL90-X825		2013 FTA320 FL90-X825
Public Works/ECAT	320				Good Repair Grant FL-04018100		Good Repair Grant FL-04018100
Public Works/ECAT	320				2013 FTA 5339 FL 34-0021		2013 FTA 5339 FL 34-0021
Public Works/ECAT	320				2014 FTA 320 FL90-X848		2014 FTA 320 FL90-X848
Public Works/ECAT	320			331475	FTA-VTCLI Grant	3,737	FTA-VTCLI Grant

FY 15/16 Re-Budgets-Manual Entry							
Revenues:							
		Cost	Fund/Cost	Account			
Department-Division	Fund	Center	Center	Number	Title	Amount	Explanation
Public Works/ECAT	320			331477	2015 FTA 320 FL90-X877-00	1,103,645	2015 FTA 320 FL90-X877-00
Building Services/Animal Shelter	352				Fund Balance		Animal Shelter cat room build out, Project #11CA1283 balance.
Facilities	352			389901	Fund Balance	,	Sheriff Evidence Fire Suppression/Proj# 15SH3143
Facilities	352			389901	Fund Balance	,	Old Courthouse Renovation/Proj# 15PF3172
Facilities	352			389901	Fund Balance	1,389,175	Brownsville Community Center/Proj# 13PF2503
Facilities	352			389901	Fund Balance	205,072	Jail Admissions, Classification & Release/Proj# 14SH2728
Court Administration	352			389901	Fund Balance	43,083	Build out of judges chambers on 5th floor/Proj# 14JS2712
Nat Res Mgmt/LOST III	352			389901	Fund Balance	22,020	Nat Res Mgmt/Extension
Nat Res Mgmt/LOST III	352			389901	Fund Balance	3,346,143	Nat Res Mgmt/LOST III
Nat Res Mgmt	352			389901	Fund Balance	49,400	Balance of a grant for salvage and deployment of Ocean Wind tugboat
Public Works/Engineering	352			337302	ECUA Contributions	46,548	ECUA capital contributions for Ensley drainage, Beach Haven, and Guidy Lane. (Projects:08EN0313, 08EN0272, 12EN2005)
Public Works/Engineering	352			389901	Fund Balance	46,622,731	
	352			389901	Fund Balance	3,386,748	
Public Works/Engineering	352			334xxx/New	LAP-Quietwater Beach Landing	117,032	LAP - Design of Quietwater Beach Ferry Landing
Public Works/Engineering	352			334xxx/New	LAP - Bauer Rd Paved Shoulder	38,593	LAP - Design of Bauer Road Paved Shoulder
Public Works/Engineering	352			334xxx/New	LAP-East Johnson Ave Stormwater Repair	259,200	LAP - East Johnson Ave Stormwater Repair
Public Works/Engineering	352			334xxx/New	LAP - CR 292A Gulf Beach Drainage	148,518	LAP - CR 292A Gulf Beach Hwy Drainage Repair
Internal Service Fund	501			389901	Fund Balance		Insurance funds for building damages associated with the April Flood and Jail explosion.
Risk Management	501			389901	Fund Balance		Additional funds for the WC premium increase as a result of the jail explosion and flood related events.
						84,582,652	

Open Purchase Orders Change Bal Fund Title Cost **Cost Center Title** Accou Proi PO No PO Description Vend No Full Vendor Name Lin Fin Orig Amt Paymt Bal Remaining 001 GENERAL FUND 110201 NON DEPTMNTAL 53101 151029 AGREEMENT FOR PROFESSIONA 420570 420570 - AMBER DAVIS 25.000.00 0.00 20.418.30 4.581.70 1 56201 151591 INSTALL ARMORCORE BULLET 061402 061402 - FISHER CABINET COMPANY 0.00 16,335.00 0.00 16,335.00 II C 420991 - SANTA ROSA FENCE & MORE 56201 151592 FENCING OFF THE 5TH FLOOR 420991 4.310.00 0.00 4,310.00 0.00 001 GENERAL FUND 140201 OMB-ADMIN 53101 151524 AUDIT SERVICES FOR ESCAMB 230810 230810 - WARREN AVERETT LLC 30.000.00 0.00 11.952.00 18.048.00 131320 - SAM MARSHALL ARCHITECTS 001 GENERAL FUND 210607 JUVENILE JUSTICE 56201 151597 TASK ORDER PD 02-03.079-5 131320 10,375.00 0.00 0.00 10,375.00 001 GENERAL FUND 220701 MOSQUITO & 56401 151446 LABOR TO INSTALL LONDON F 131974 131974 - MCES LLC 1,867.47 0.00 0.00 1,867.47 56401 151530 1/2 TON EXTENDED CAB PICK 042807 042807 - DUVAL FORD LLC 53.471.00 5.222.00 0.00 58.693.00 EXTENSION SERVICES 56401 001 GENERAL FUND 221201 151188 2015 DODGE GRAND CARAVAN 015000 015000 - PEMBROKE MOTORS INC 25,349.00 0.00 0.00 25,349.00 MIMITA 042380 - DPZ PARTNERS LLC 001 GENERAL FUND 240201 P & Z 53101 151270 CONTRACT PD 14-15.036 "PE 042380 168.704.00 0.00 16.589.32 152.114.68 IT APPLICATIONS 001 GENERAL FUND 270109 53101 130703 PROFESSIONAL SERVICES FOR 111135 111135 - KRONOS INCORPORATED 90,855.00 0.00 65,776.80 25,078.20 53101 151314 TO OBTAIN THE PROFESSIONA 010763 010763 - ACCELA INC 0.00 24,800.00 23,835.00 965.00 001 GENERAL FUND 270111 IT INFRASTUCTURE 420637 53101 151124 PROFESSIONAL SERVICES TO 420637 - ALLEGIS GROUP HOLDINGS 9,987.20 0.00 1.997.44 7.989.76 56801 151522 ENTERPRISE BACKUP REPLACE 193696 193696 - SHI INTERNATIONAL CORP 125,841.01 0.00 115,279.01 10,562.00 55201 151599 THIS PURCHASE IS FOR A CI 150525 150525 - PC SPECIALISTS INC 7,811.02 0.00 0.00 7,811.02 56401 151599 THIS PURCHASE IS FOR A C 150525 150525 - PC SPECIALISTS INC 2.203.00 0.00 0.00 2.203.00 001 GENERAL FUND 310203 FACILITIES. 53401 150719 PURCHASE ORDER FOR SECURI 191892 191892 - SECURADYNE SYSTEMS 11,975.00 1,376.00 12,475.86 875.14 MAINTENANCE SOUTHFAST LLC 55201 150719 PURCHASE ORDER FOR SECURI 191892 191892 - SECURADYNE SYSTEMS 0.00 568 00 0.00 568 00 SOUTHFAST LLC 191892 - SECURADYNE SYSTEMS 56201 150719 PURCHASE ORDER FOR SECURI 191892 0.00 16,903.00 0.00 16,903.00 SOUTHEAST LLC 042807 - DUVAL FORD LLC 56401 151075 REPLACEMENT VEHICLE FROM 042807 30,441.00 0.00 0.00 30,441.00 042807 - DUVAL FORD LLC 56401 151239 REPLACEMENT EM VEHICLE -042807 0.00 0.00 30 441 00 30 441 00 56401 REPLACEMENT FM VEHICLES 042807 - DUVAL FORD LLC 53.342.00 0.00 0.00 53.342.00 151240 042807 56401 151241 REPLACEMENT EM VEHICLE 042807 042807 - DUVAL FORD LLC 0.00 0.00 26 671 00 26 671 00 001 GENERAL FUND 310204 FACILITIES PRIORITY 54601 151136 REPLACEMENT ICE MACHINES 073086 073086 - GULF ICE SYSTEMS INC 6,868.14 0.00 0.00 6,868.14 ONE 001 GENERAL FUND 320201 COMM SVCS 56401 151139 2015 FORD EXPLORER 4X2 (S 042807 042807 - DUVAL FORD LLC 24.216.00 0.00 0.00 24,216.00 PUBLIC INFORMATION 54701 001 GENERAL FUND 380201 151608 5,000 COPIES OF THE 2016 232595 232595 - TOM WHITE THE PRINTER, INC. 4,233.00 0.00 0.00 4,233.00 OFFICE 54701 151610 1 LOT OF 8,000 ESCAMBIA C 041576 041576 - DLUX PRINTING INC 2.512.96 0.00 0.00 2,512.96 **IIDC OPERATING** 081954 - KENNETH HORNE & 101 FSCAMBIA CTY 110210 53401 151203 ON 04/09/15. THE BOARD AU 081954 45.000.00 0.00 0.00 45,000.00 RESTRICTED ASSOCIATES INC 101 ESCAMBIA CTY 210408 HOST ORDINANCE 54931 151195 OPEN END BLANKET PURCHASE 190693 190693 - RETAIL FINANCE CREDIT 3.100.00 0.00 766.48 2.333.52 RESTRICTED ITFMS SERVICES LLC 102 ECON DEV ECONOMIC 360704 56101 130LF8 56101 131324 TASK ORDER NO. 02.03.79.9 200951 200951 - TERRACON CONSULTANTS INC 0.00 11,300.00 8,700.00 2,600.00 DEVELOPMENT OPERATING 56101 130LF8 56101 140476 PD 12-13.065 "DESIGN SERV 021556 021556 - BASKERVILLE-DONOVAN INC 0.00 792,849.65 752,030.89 40,818.76 53101 141510 CONSULTING SERVICES FOR R 041206 041206 - DEWBERRY CONSULTANTS LLC 299.532.00 0.00 216.321.93 83.210.07 COMMUNITY RECREATION AND 53101 151319 420908 420908 - CROSSROADS CONSULTING 12 000 00 39 150 00 51 150 00 0.00 SERVICES LLC 108 TOURIST 220805 4TH CENT MARINE 56301 121597 SUPPLY, LOAD, TRANSPORT A 033754 033754 - COASTAL REEF BUILDERS INC 14,000.00 0.00 0.00 14,000.00 PROMOTION RECREATIO 56401 151594 RAYMARINE ES128 COMBINATI 071244 071244 - GEORGES MARINE 5.254.90 0.00 0.00 5.254.90 FLECTRONICS INC 108 TOURIST 360101 TOURIST PROMOTION 53101 151319 COMMUNITY RECREATION AND 420908 420908 - CROSSROADS CONSULTING 51.150.00 0.00 0.00 51.150.00 PROMOTION SERVICES LLC 108 TOURIST 360105 FOURTH CENT 58201 151073 ON 09/25/15 THE BOARD APP 231853 - WEST FL HISTORIC 15,000.00 0.00 6,559.62 8,440.38 231853 PROMOTION PROJECTS PRESERVATION, INC.

BIA	SQ Op	en P	urchase Or	ders					,								
					1	1	1			<u> </u>							
Oï	IDA									<u> </u>							
nd	Fund Title	Cost Center	Cost Center Title	Accou nt	Proj	Proj Acct	PO No	PO Description	Ven	d No	Full Vendor Name		Fin C	Orig Amt	Change Bal	Paymt Bal	Remaining Balance
				58201			151118	ALLOCATION OF OVERAGE AVA	0419	95	041995 - DOWNTOWN IMPROVEMENT	No. 1		287,500.00	0.00	95,833.33	191,666.67
				58201			151374	ON 06/25/15, THE BOARD AP	4201	139	BOARD 420139 - BRYANT MOTORSPORTS LLC	1		30,000.00	0.00	0.00	30,000.00
				58201			151606	ON 09/24/15, THE BOARD AP	1202	237	120237 - LATINO MEDIA GULF COAST,	1		10,000.00	0.00	0.00	10,000.00
				58201			151607	ON 09/24/15, THE BOARD AP	V000	01281	V0001281 - VISIT PENSACOLA INC	1		17,000.00	(10,000.00)	0.00	7,000.00
	OTHER GRANTS	220338	ORISKANY PCB	53101			141279	LABORATORY SERVICES FOR A	2009	75	200975 - TEXAS A&M UNIVERSITY	1		90,000.00	0.00	61,500.00	28,500.00
	& PROJECTS OTHER GRANTS	221006	MONITORING DENSITY REDUCTION	56101			151548	APPRAISALS FOR 21 PROPERT	0259	77	025977 - G. DANIEL GREEN AND	1		16,500.00	0.00	0.00	16,500.00
_	& PROJECTS OTHER GRANTS	221011	PNS-NAS URBAN &	53401			151444	LONG TERM EMP SERVICES PE	0238	318	ASSOCIATES, INC 023818 - BLUE ARBOR INC	1		13,428.95	0.00	9,216.78	4,212.17
	OTHER GRANTS & PROJECTS	221017	RCREATNL TRAIL- S.W.GRN.WY	56301			141548	CONSTRUCTION OF RECREATIO	0233	35	023335 - BIRKSHIRE JOHNSTONE, LLC	1		200,000.00	0.00	193,123.19	6,876.81
	OTHER GRANTS & PROJECTS	221202	BP PROMOTIONAL FUND GRANT	54801			141492	OUTDOOR ADVERTISING FOR L	1201	50	120150 - LAMAR TEXAS LTD PARTNERSHIP	1		8,780.00	2,927.00	10,879.89	827.11
	OTHER GRANTS & PROJECTS	330405	DCA/CIVIL DEFENSE	56401			151231	APX7500 CONSOLETTE BASE S	1350)01	135001 - MOTOROLA SOLUTIONS INC	1		16,437.00	0.00	16,183.50	253.50
	OTHER GRANTS	410512	GRANT OSCA CTIHO GRANT-	56401			151603	THE FURNISHING, ENGINEERI	1651	19	165119 - PRO SOUND, INC	1		26,000.00	0.00	0.00	26,000.00
	DISASTER RECOVERY	330490	CAT A - APRIL 2014 FLOODS	54612	ESAPW03	54612	151077	TASK ORDER NO.02.03.79.26	1642	!69	164269 - PITTMAN GLAZE & ASSOCIATES INC	1		0.00	18,480.00	16,750.00	1,730.00
	REGOVERY		120003		ESAPW03		151179	CONTRACT PD 13-14.061 "PR	2205		220584 - VOLKERT INC	1		0.00	205,130.50		
				54612	ESAPW03	54612	151199	TO PROVIDE PROFESSIONAL G	1418	ነ87	141887 - NOVA ENGINEERING & FNVIRONMENTAL	1		3,950.00	0.00	1,750.00	2,200.00
	DISASTER	330491	CAT B - APRIL 2014	54612	ESBPW21	54612	141164	EMERGENCY FUNDING FOR BRI	0428	346	042846 - DRMP INC	1		0.00	15,000.00	11,302.68	3,697.32
				53401			141204	BLANKET PO FOR SHORT TERM	0238	318	023818 - BLUE ARBOR INC	1		11,865.60	5,932.80	16,951.76	846.64
				53101			141298	TASK ORDER PD 02-03.79.15	0800	164	080064 - HDR ENGINEERING INC	1		0.00	32,440.56	8,110.14	24,330.42
				54612	ESBPW08	54612	141300	TASK ORDER NO.02.03.79.46	0804	183	080483 - HAMMOND ENGINEERING INC	1		0.00	17,340.00	13,965.00	3,375.00
				53101			141317	CONSULTANT SERVICES FOR F	0412	206	041206 - DEWBERRY CONSULTANTS LLC	1		150,000.00	1,050,000.00	906,025.94	293,974.06
				55201			141348	EMERGENCY PO TO PROVIDE F	0208	307	020807 - BOB BARKER COMPANY INC	1		55,000.00	0.00	54,547.72	452.28
				53101			141374	EMERGENCY PURCHASE ORDER	1201	28	120128 - LAKEVIEW CENTER INC	1		50,000.00	0.00	36,000.00	14,000.00
				54612	ESBPW08	54612	141406	CONTRACT PD 10-11-065 WOR	0813	314	081314 - HEATON BROTHERS CONSTRUCTION CO INC	1		0.00	7,864.50	0.00	7,864.50
	DISASTER RECOVERY	330492	CAT C - APRIL 2014 FLOODS	54612	ESCPW23	54612	140760	CONTRACT AWARD PER THE TE	0812	206	081206 - HATCH MOTT MACDONALD	1		0.00	35,081.00	6,878.00	28,203.00
	RECOVERT		FLOODS	54612	ESCPW26	54612	141295	TASK ORDER NO. 02.03.79.4	0428	346	042846 - DRMP INC	1		0.00	45,137.06	42,410.84	2,726.22
				54612	ESCPW21	54612	141334	TASK ORDER NO.02.03.79.8.	0601	89	060189 - FABRE ENGINEERING INC	1		0.00	34,119.50	25,024.00	9,095.50
				54612	ESCPW33	54612	141356	TASK ORDER NO.02.03.79.2.	0215	556	021556 - BASKERVILLE-DONOVAN INC	1		0.00	215,893.53	177,858.08	38,035.45
				54612	ESCPW09	54612	141357	TASK ORDER NO.02.03.79.2.	0215	556	021556 - BASKERVILLE-DONOVAN INC	1		0.00	39,407.99	33,739.57	5,668.42
				54612	ESCPW54	54612	141418	TASK ORDER PD 02-03.79.8.	0601	189	060189 - FABRE ENGINEERING INC	1		0.00	45,011.80	10,435.86	34,575.94
				54612	ESCPW14	54612	141420	TASK ORDER NO. 02.03.79.1	0812	206	081206 - HATCH MOTT MACDONALD	1		0.00	39,390.00	26,828.00	12,562.00
				54612	ESCPW17	54612	141423	TASK ORDER PD 02-03.79.25	1647	149	164749 - ATKINS NORTH AMERICA INC	1		0.00	67,361.88	66,943.40	418.48
				54612	ESCPW63	54612	141587	TASK ORDER NO.02.03.79.51	0614	126	061426 - DAVID W. FITZPATRICK, P.E.,	1		35,359.00	0.00	30,678.50	4,680.50
				56301	ESCPW17	56301	141675	CONTRACT PD 13-14.072 "BL	0814	148	P.A. 081448 - HEWES AND COMPANY LLC	1		0.00	403,059.91	402,432.39	627.52
				54612	ESCPW70	54612	150697	TASK ORDER NO.02.03.79.20	1001	142	100142 - JEHLE-HALSTEAD INC	1	\vdash	16,545.00	0.00	16,145.00	400.00
					ESCPW10		150789	PROFESSIONAL CONSULTING S	0819		081954 - KENNETH HORNE & ASSOCIATES INC	1		97,324.30	0.00		55,756.13

Section Sect																		
Same											1)	ders	urchase Or	en Pı	Op	SMBIA
Solid Soli		+											Π					
SAMP																		COR
Section Sect	Remaining Balance	Paymt Bal	Change Bal	mt			Lin e	No Full Vendor Name	Vend No	PO Description	PO No		Proj		Cost Center Title		Fund Title	Fund
Section Sect	0.08 689.92	0 9,310.08	0.00	0,000.00	10,000.	1	NO	023818 - BLUE ARBOR INC	023818	CONTRACT PD 11-12.035 "TE	150991			53401				
SAFET SANNERS SAFET SENNERS SAFET SENSER SAFET SAFET	6.00 7,000.00	0 52,206.00	0.00	9,206.00	59,206.	1				CONTRACT PD 14-15.018 "ST								
Seption Sept	5.00 100.00	0 22,775.00	0.00	2,875.00	22,875.	1		133404 - J MILLER CONSTRUCTION INC	133404	ROAD REPAIR PROJECT AT IN	151058	54612	ESCPW53	54612				
Section Sect	0.00 30,144.63	0.00	(1,671.87)	1,816.50	31,816.	1		164915 - PREBLE-RISH, INC	164915	TASK ORDER NO. 02.03.79.6	151080	54612	ESXNR03	54612				
Section Sect	3.85 21,521.50	-					_											
Section Science Section Section Science Section Sect	5.00 2,000.00	3 46,075.00	0.00	8,075.00	48,075.	1			192991	TASK ORDER PD 02-03.79.50	151095	54612	ESXNR04	54612				
Section Sect	6.50 34,073.50	0 40,716.50	0.00	4,790.00	74,790.	1		192991 - SIGMA CONSULTING GROUP	192991	CONTRACT PD 14-15.026 "DE	151180	54612	ESCPW62	54612				
Section Sect	0.20 350,609.10	0 136,600.20	0.00	7,209.30	487,209.	1			420683	CONTRACT PD 14-15.037 "GR	151182	54612	ESCPW23	54612				
Second S	7.65 3,087.32	2 89,917.65	2,762.32	0,242.65	90,242.	1	+	B 182328 - ROADS INC OF NWF	182328	CONTRACT PD.NO.10.11.065	151230	54612	ESCPW79	54612				
Section Sect	3.07 11,250.00		0.00	1,433.07	171,433.	1		081314 - HEATON BROTHERS	081314	CONTRACT PD.NO.10.11.065	151243	54612	ESCPW21	54612				
Second S	3.51 3,496.79	4 37,703.51	3,372.54	7,827.76	37,827.	1			182328	CONTRACT PD.NO.10.11.065	151256	54612	ESCPW76	54612				
Scalable Scalable	2.70 5,497.72					1		181263 - REBOL-BATTLE & ASSOCIATES										
Security Security	2.24 2,880.00	0 45.702.2	0.00	8.582.24	48.582.	1	+		072457	TASK ORDER PD 02-03.79.61	151280	54612	ESCPW92	54612				
Second S	1.94 64,303.66	-				1												
Section	4.14 7,626.34	0 40,634.14	0.00	8,260.48	48,260.	1			100699	CONTRACT PD 02-03.79.22.3	151334	54612	ESCPW48	54612				
Secondary Seco	2.06 1,767.81	0 19,492.0€	0.00	1,259.87	21,259.	1		100250 - JMA ENGINEERING SERVICES,	100250	TASK ORDER PD 02-03.79.21	151335	54612	ESCPW50	54612				
Second S	9.53 123,443.38	2 92,019.53	41,163.12	4,299.79	174,299.	1	+	081314 - HEATON BROTHERS	081314	CONTRACT PD 10-11.065 "GE	151358	54612	ESCPW29	54612				
Second S	0.00 264,393.00	0.00	0.00	4,393.00	264,393.	1		CONSTRUCTION CO INC 843895 - GULF ATLANTIC	843895	CONTRACT PD 14-15.061 "PR	151383	54612	ESCPW09	54612				
Second S	0.00 320,103.26	0.00	0.00	0,103.26	320,103.	1	+		081314	CONTRACT PD.NO.10.11.065	151476	54612	ESCPW73	54612				
Second S	0.00.210.200.02	0 00	0.00	0 200 02	210 200	1	-		102220	WORK ODDED DD 10 11 045 7	151407	E4412	LCCDW/30	E4412				
Section Sect	0.00 219,398.83 0.00 210,008.02						_					_						
SAG12 ESCPW26 54612 I51588 CONTRACT PD 10-11.065 "PA 182328 182328 - ROADS INC OF NWF 1 291,907.16 0.00 0 0	0.00 54,023.40					-	_											
54612 ESCPW17 54612 151614 CONTRACT PD 02-03.79.25.1 164749 164749 - ATKINS NORTH AMERICA INC 1 32,558.00 0.00 0 0 0	0.00 291,907.16	0.00	0.00	1 907 16	291 907	1	+		182328	CONTRACT PD 10-11 065 "PA	151588	54612	FSCPW26	54612				
DISASTER RECOVERY Sample Sample	0.00 32,558.00					1	+											
DISASTER RECOVERY 112	0.00 49,720.00	0.00	0.00	9,720.00	49,720.	1	+	133404 - J MILLER CONSTRUCTION INC	133404	REPAIR DAMAGE TO BRIDGEDA	151615	54612	ESCPW12	54612				
54612 ESDPW08 54612 141297 TASK ORDER PD 02-03.79.15 080064 080064 - HDR ENGINEERING INC 1 0.00 9,774.06 9,679 54612 ESDPW11 54612 141297 TASK ORDER PD 02-03.79.15 080064 080064 - HDR ENGINEERING INC 1 0.00 14,419.06 9,679 54612 ESDPW22 54612 141297 TASK ORDER PD 02-03.79.15 080064 080064 - HDR ENGINEERING INC 1 0.00 39,520.41 34,915 54612 ESDPW03 54612 141422 TASK ORDER DD 02-03.79.48.13 181263 181263 - REBOL-BATTLE & ASSOCIATES 1 0.00 40,840.31 24,194 11.	8.00 16,144.00					1	+	080483 - HAMMOND ENGINEERING INC	080483	TASK ORDER PD 02-03.79.46			ESDPW09	54612	CAT D - APRIL 2014	330493	DISASTER	112
54612 ESDPW22 54612 141297 TASK ORDER PD 02-03.79.15 080064 080064 - HDR ENGINEERING INC 1 0.00 39,520.41 34,915 54612 ESDPW03 54612 141422 TASK ORDER 02-03.79.48.13 181263 181263 - REBOL-BATTLE & ASSOCIATES 1 0.00 40,840.31 24,194 ILC. 54612 ESDPW07 54612 141713 TASK ORDER NO.02.03.79.13 081206 081206 - HATCH MOTT MACDONALD 1 47,517.50 0.00 38,620 FLORIDA ILC. 54612 ESDPW22 54612 141723 CONTRACT PD 13-14.071 "GO 081448 081448 - HEWES AND COMPANY LLC 1 242,110.50 0.00 0	9.24 94.82	6 9,679.24	9,774.06	0.00	0.	1	+	080064 - HDR ENGINEERING INC	080064	TASK ORDER PD 02-03.79.15	141297	54612	ESDPW08	54612	FLOODS		RECOVERY	
54612 ESDPW22 54612 141297 TASK ORDER PD 02-03.79.15 080064 080064 - HDR ENGINEERING INC 1 0.00 39,520.41 34,915 54612 ESDPW03 54612 141422 TASK ORDER 02-03.79.48.13 181263 181263 - REBOL-BATTLE & ASSOCIATES 1 0.00 40,840.31 24,194 II.C 54612 ESDPW07 54612 141713 TASK ORDER NO.02.03.79.13 081206 081206 - HATCH MOTT MACDONALD 1 47,517.50 0.00 38,620 FI ORIDA II.C 54612 ESDPW22 54612 141723 CONTRACT PD 13-14.071 "GO 081448 081448 - HEWES AND COMPANY LLC 1 242,110.50 0.00 0.00	9.28 4,739.78	6 9,679.28	14,419.06	0.00	0.	1	+	080064 - HDR ENGINEERING INC	080064	TASK ORDER PD 02-03.79.15	141297	54612	ESDPW11	54612				
54612 ESDPW03 54612 141422 TASK ORDER 02-03.79.48.13 181263 181263 - REBOL-BATTLE & ASSOCIATES 1 0.00 40,840.31 24,194. 54612 ESDPW07 54612 141713 TASK ORDER NO.02.03.79.13 081206 081206 - HATCH MOTT MACDONALD 1 47,517.50 0.00 38,620. FLORIDA LIC. 54612 ESDPW22 54612 141723 CONTRACT PD 13-14.071 "GO 081448 081448 - HEWES AND COMPANY LLC 1 242,110.50 0.00 0	5.68 4,604.73			0.00	0.	1	+	080064 - HDR ENGINEERING INC	080064	TASK ORDER PD 02-03.79.15	141297	54612	ESDPW22	54612				
54612 ESDPW07 54612 141713 TASK ORDER NO.02.03.79.13 081206 081206 - HATCH MOTT MACDONALD 1 47,517.50 0.00 38,620 FLORIDA LLC 54612 ESDPW22 54612 141723 CONTRACT PD 13-14.071 "GO 081448 081448 - HEWES AND COMPANY LLC 1 242,110.50 0.00 0	4.24 16,646.07		·			1	-											
54612 ESDPW22 54612 141723 CONTRACT PD 13-14.071 "GO 081448 081448 - HEWES AND COMPANY LLC 1 242,110.50 0.00 0	0.75 8,896.75		·			1		IIC										
	0.00 242,110.50							FLORIDA LLC										
34012 L3DFW11 34012 141724 CONTRACT FD 13-14.070 WA 001440 001440 CONTRACT EC 1 04,021.70 (22,011.00) 40,302	2.50 907.40					1												
F0.004 0.00/TD.07 PD.44 4.0 CT		1	```									54012	LODEWII					
	9.92 3,320.08						_			1		E4410	ECDDM33					
	0.00 16,925.00 2.50 627.21						_											

e IA	A D																
	Op.	en Pi	urchase Or	ders	•												
OI	IDA.																
i	Fund Title	Cost Center	Cost Center Title	Accou nt	Proj	Proj Acct	PO No	PO Description	Vend	No	Full Vendor Name	Lin e	Fin al	Orig Amt	Change Bal	Paymt Bal	Remaining Balance
				54612	ESDPW04	54612	151057	DAMAGE REPAIR TO COUNTY P	13340)4	133404 - J MILLER CONSTRUCTION INC	No 1		22,830.00	0.00	0.00	22,830.00
				54612	ESDPW29	54612	151078	TASK ORDER NO.02.03.79.51	06142	26	061426 - DAVID W. FITZPATRICK, P.E.,	1		15,800.00	11,890.00	14,220.00	13,470.00
				54612	ESDPW30	54612	151079	TASK ORDER NO. 02.03.79.5	06142	26	P.A. 061426 - DAVID W. FITZPATRICK, P.E.,	1		39,500.00	0.00	17,846.00	21,654.00
				54612	ESDPW25	54612	151102	TASK ORDER NO.02.03.79.33	22058	34	P.A. 220584 - VOLKERT INC	1		29,833.00	1,750.00	31,115.74	467.26
				54612	ESDCE31	54612	151212	TEN MILE CREEK STREAM STA	22058	34	220584 - VOLKERT INC	1		176,297.00	0.00	145,988.77	30,308.23
					ESDPW51	54612	151219	CONTRACT PD.NO.10.11.065	16011	4	160114 - PANHANDLE GRADING & PAVING INC	1		28,395.45	0.00	28,095.95	
				54612	ESDPW27	54612	151370	CONTRACT PD 10-11.065 "PA	16011	4	160114 - PANHANDLE GRADING & PAVING INC	1		62,405.44	(7,906.70)	52,859.87	1,638.87
				54612	ESDPW30	54612	151521	PD.NO.10.11.065 "GENERAL	08131	4	081314 - HEATON BROTHERS CONSTRUCTION CO INC	1		69,570.63	0.00	60,690.63	8,880.00
				54612	ESDCE17	54612	151567	CONTRACT PD 14-15.071 "JA	21100)3	211003 - URETEK HOLDINGS, INC	1		323,148.00	0.00	0.00	323,148.00
				54612	ESDPW49	54612	151578	TASK ORDER PD 02-03.79.51	06142	26	061426 - DAVID W. FITZPATRICK, P.E., P.A.	1		48,711.00	0.00	0.00	48,711.00
	DISASTER RECOVERY	330495	CAT G - APRIL 2014 FLOODS	54612	ESGSW02	54612	141652	DUE TO APRIL 2014 FLOOD E	19299	91	192991 - SIGMA CONSULTING GROUP	1		0.00	61,970.00	30,870.00	31,100.00
		110501		55101			150096	RENTED BOOKS & BOOKS FOR	02597	0	025970 - BRODART CO	1		3,816.00	0.00	909.16	2,906.84
				56601			150096	RENTED BOOKS & BOOKS FOR	02597	0	025970 - BRODART CO	1		144,000.00	191,000.00	310,017.72	24,982.28
				56601			150097	PURCHASE OF CDS, BOOKS ON	13330)7	133307 - MIDWEST TAPE, LLC	1		0.00	141,500.00	136,761.57	4,738.43
				56601			151255	SPECIFIC TITLES OF LARGE	03150)3	031503 - CENGAGE LEARNING INC	1		7,500.00	16,700.00	20,960.38	3,239.62
				56601			151356	PURCHASE A VARIETY OF BOO	18009	97	180097 - QUALITY BOOKS INC	1		22,400.00	0.00	21,792.20	607.80
				56601			151357	PURCHASE FICTION AND NON-	18130	00	181300 - RECORDED BOOKS INC	1		21,100.00	0.00	19,419.64	1,680.36
	LIBRARY FUND	110504	LIBRARY DONATIONS	53101			141584	A&E SERVICES FOR THE MAIN	13132	20	131320 - SAM MARSHALL ARCHITECTS	1		0.00	12,679.00	8,911.10	3,767.90
				54601			151451	MAIN LIBRARY CAFE - COFFE	30168	31	301681 - R D WARD CONSTRUCTION CO	1		70,500.00	0.00	0.00	70,500.00
	S.H.I.P	220445	SHIP 2015 ADMIN	58301			151047	CONSTRUCTION OF SPECIAL N	16470	00	164700 - ARC GATEWAY DBA POLLAK INDUSTRIES	1		289,339.00	0.00	159,642.70	129,696.30
	CDBG HUD	220418	BROWNFIELD/ROMAN	53101			141429	FORMER MOSQUITO CONTROL F	03029	96	030296 - CAMERON-COLE LLC	1		105,454.00	(4,636.61)	1,117.29	99,700.10
	CDBG HUD FNTITI FMFNT	220455	CDBG 2014 ADMIN/PI ANNING	54601			151042	SERVICE CONTRACT THROUGH	08090	00	080900 - HARRIS BUSINESS MACHINES	1		400.00	0.00	206.14	193.86
		370215	CDBG 2011 HOUSING REHAB	58301			151598	2011 CDBG SEWER CONNECTIO	03233	31	032331 - CHARTER DEVELOPMENT CORPORATION	1		7,100.00	0.00	0.00	7,100.00
	FIRE PROTECTION	330206		53101			141376	PREPARE CONSTRUCTION DRAW	03029	96	030296 - CAMERON-COLE LLC	4		6,040.00	0.00	0.00	6,040.00
				53101			141376	DEVELOP REMEDIAL ACTION P	03029	96	030296 - CAMERON-COLE LLC	3		16,956.00	59,474.00	16,822.50	59,607.50
				55201			150088	OPEN END PURCHASE ORDER F	06142	20	061420 - FISHER SCIENTIFIC CO LLC	1		150,000.00	0.00	36,001.75	113,998.25
	COMMUNITY REDEVELOPMEN	220517	CRA PALAFOX	56301			130872	TASK ORDER NO. 02.03.79.2	08195	54	081954 - KENNETH HORNE & ASSOCIATES INC	1		38,891.78	5,000.00	37,974.70	5,917.08
		370113	CRA BROWNSVILLE	53401			151498	EXTERIOR PAINTING SERVICE	15045	51	150451 - CHARLES KENNETH OVERHOLT	1		1,050.00	0.00	0.00	1,050.00
				53401			151532	EXTERIOR PAINTING SERVICE	15045	51	150451 - CHARLES KENNETH OVERHOLT	1		1,300.00	0.00	0.00	1,300.00
	BOB SIKES TOLL FACIL OPER	140301	BOB SIKES TOLL- ADMIN	54601			150879	INSTALLATION OF EQUIPMENT	42042	23	420423 - TRANSCORE HOLDINGS INC	1		216,426.00	(156,425.65)	9,300.00	50,700.35
				56401			150879	INSTALLATION OF EQUIPMENT	42042	23	420423 - TRANSCORE HOLDINGS INC	1		0.00	126,222.51	106,801.36	19,421.15
				56401			151431	CONTRACT PD 14-15.030 "BO	42042		420423 - TRANSCORE HOLDINGS INC	1		1,675,379.02	0.00		1,675,379.02
	BOB SIKES TOLL FACIL OPER	140302	BOB SIKES TOLL- OPER & MAI	56301			121158	CONTRACT PD10-11.005 "ENG	02155		021556 - BASKERVILLE-DONOVAN INC	1		0.00	645,854.48	418,574.19	227,280.29
				54601			151425	CONTRACT PD 12-13.001 "BR	07289	96	072896 - GULF MARINE CONSTRUCTION,	1		38,903.00	0.00	0.00	38,903.00

Open Purchase Orders Lin Fin Orig Amt Fund Title Cost **Cost Center Title** Accou Proi PO No PO Description Vend No Full Vendor Name Change Bal Paymt Bal Remaining Proi 175 TRANSPORTATIO 210401 ROADS & BRIDGES 54601 111272 AWARD CONTRACT PD 09-10.0 121319 121319 - LUCITY INC 0.00 44.160.50 43.638.31 522.19 56801 111272 AWARD CONTRACT PD 09-10.0 121319 121319 - LUCITY INC 306,503.50 (44,160.50) 257.478.22 4.864.78 TRANSPORTATIO 210404 SIGN MAINTENANCE 56401 151507 WANCO TRUCK MOUNT ARROW B 072898 072898 - GULF COAST TRAFFIC 6,020.00 0.00 0.00 6,020.00 N TRUST ENGINEERS INC 175 TRANSPORTATIO 210405 FLEET MAINTENANCE 53401 150972 PURCHASE AND INSTALLTION 420510 420510 - NETWORKFLEET INC 58,480.00 (13,000.00)18,782.43 26,697.57 56401 150972 420510 - NETWORKFLEET INC 13,000.00 34,857.04 588.96 PURCHASE AND INSTALLTION 420510 22.446.00 56401 151296 COMMODITY # 4C/LED - FOUR 182702 182702 - ROUNTREE - MOORE MOTORS 618.00 0.00 0.00 618.00 6 HIP 56401 151296 COMMODITY # SBL - SPRAY-O 182702 182702 - ROUNTREE - MOORE MOTORS 5 0.00 560.00 560.00 0.00 HIP 56401 151296 COMMODITY # R/V-F - RAIN 182702 182702 - ROUNTREE - MOORE MOTORS 145.00 0.00 0.00 145.00 COMMODITY # FLO - FLOOR M 182702 - ROUNTREE - MOORE MOTORS 56401 151296 182702 3 122.00 0.00 0.00 122.00 182702 - ROUNTREE - MOORE MOTORS 56401 151296 COMMODITY # 31315 - 4.0 L 182702 2 538.00 0.00 0.00 538.00 HIP 56401 151296 COMMODITY # 25101507 - 20 182702 182702 - ROUNTREE - MOORE MOTORS 18,252.00 0.00 0.00 18,252.00 HIP 56401 151369 2015 FORD F-150 (FIC) 1/2 042807 042807 - DUVAL FORD LLC 20,412,00 0.00 0.00 20.412.00 56401 151556 2015 FORD F-150 (X1C) EXT 042807 042807 - DUVAL FORD LLC 24,226.00 0.00 0.00 24,226.00 56401 151569 2016 CABOVER STYLE, CREW 230580 230580 - WARD INTERNATIONAL 57.100.00 0.00 0.00 57.100.00 TRUCKS LLC 2015 3/4 TON CREW CAB PIC 042807 - DUVAL FORD LLC 70,920.00 0.00 70,920.00 56401 151570 042807 0.00 56401 151571 2016 CABOVER STYLE, REGUL 230580 230580 - WARD INTERNATIONAL 53,400.00 0.00 0.00 53,400.00 TRUCKS LLC 042807 - DUVAL FORD II C 2015 CAR & CHASSIS (DUAL 49 973 00 0.00 49 973 00 56401 151572 042807 0.00 56401 151573 SUPER HEAVY DUTY ROTARY C 022300 022300 - BEARD EQUIPMENT COMPANY 40,465.95 0.00 0.00 40,465.95 56401 151609 ROUGH TERRAIN FORKLIFT; 4 201640 201640 - THOMPSON TRACTOR CO INC 66,705.00 0.00 0.00 66,705.00 TRAFFIC OPERATIONS 53101 175 TRANSPORTATIO 211201 CONTRACT PD 13-14 -080 "S 042846 - DRMP INC. 109 360 84 190 639 16 150911 042846 200 000 00 100.000.00 151579 CONTRACT PD 02-03.79 TASK 181263 - REBOL-BATTLE & ASSOCIATES 0.00 25.000.00 53101 181263 25,000.00 0.00 175 TRANSPORTATIO 211602 ENGINEERING/INFRAS 54601 151253 CONTRACT PD 14-15.040 "DR 033754 033754 - COASTAL REEF BUILDERS INC 65,000.00 0.00 24,000.00 41,000.00 N TRUST TRUCTUR 181 MASTER 210724 MASTER DRAINAGE 56301 101630 TASK ORDER NO. 01.02.02.C 021556 021556 - BASKERVILLE-DONOVAN INC 7,479.71 0.00 0.00 7,479.71 DRAINAGE BASIN VI 181 MASTER 210725 MASTER DRAINAGE 56301 121608 TASK ORDER NO. 02.03.79.2 100142 100142 - JEHLE-HALSTFAD INC 24 750 m 0.00 20 665 00 4 085 00 181 MASTER 210728 MASTER DRAINAGE 56301 TASK ORDER NO.02.03.79.46 080483 080483 - HAMMOND ENGINEERING INC 18.950.50 45.350.50 9.040.00 131180 35,440,00 DRAINAGE BASIN X 56301 151382 CONTRACT PD 10-11.065 "PA 160114 160114 - PANHANDLE GRADING & 95,000.00 0.00 0.00 95,000.00 PAVING INC 181 MASTER 210731 MASTER DRAINAGE TASK ORDER NO 02 03 79 13 081206 - HATCH MOTT MACDONALD 0.00 40,775.00 56301 151196 081206 40 775 00 0.00 DRAINAGE BAS XIII FLORIDA LLC 091452 - LARRY M JACOBS & ASSOC INC 56301 151286 TASK ORDER NO.02.03.79.63 091452 8.145.00 0.00 0.00 8.145.00 181 MASTER 210733 MASTER DRAINAGE 56301 140988 TASK ORDER NO. 02.03.79.6 164915 164915 - PREBLE-RISH, INC 23.375.00 (175.00)11.118.07 12.081.93 320 FTA-CAPITAL 211222 2010 FTA FI 90X728 54607 0.00 117 720 00 0.00 117 720 00 141612 GPS AUTOMATIC VEHICLE LOA 041554 041554 - DOUBLEMAP INC 54607 151553 EXTEND ROOF OVER TIRE ARE 011322 011322 - ALFRED D WATSON 3.200.00 0.00 0.00 3.200.00 320 FTA-CAPITAL 211223 2011 FTA GRANT 56408 7.089.96 0.00 7.089.96 CUSTOM SKETCH 6286 WORK P 072015 072015 - W W GRAINGER INC 0.00 151505 56408 151552 SURVEILLANCE CAMERAS AND 010452 010452 - APOLLO VIDEO TECHNOLOGY 0.00 6,998.00 0.00 6,998.00 320 FTA-CAPITAL 211224 2012 FTA GRANT 55201 151550 ECAT BUS STOP OVERLAY DEC 420074 420074 - SHELLY R HAYS 0.00 24.035.00 0.00 24,035.00 56401 151595 SHARP MX-C301W FULL COLOR 034832 034832 - COPY PRODUCTS COMPANY 2,067.00 0.00 0.00 2,067.00 320 FTA-CAPITAL 320415 2010 FTA FL90X728 56401 141612 GPS AUTOMATIC VEHICLE LOA 041554 041554 - DOUBLEMAP, INC 369,544.00 (117,720.00) 243,103.42 8,720.58 320 FTA-CAPITAL 320425 FTA-VTCLI GRANT 54601 151301 CONTRACT PD 14-15.002 "A 420876 420876 - ROUTEMATCH SOFTWARE INC 5.940.00 0.00 0.00 5.940.00 PROJECT FUND

S THE	Ор	en Pi	urchase Or	ders													
FLOR	IDA.																
Fund	Fund Title	Cost Center	Cost Center Title	Accou nt	Proj	Proj Acct	PO No	PO Description	Ven	nd No	Full Vendor Name		Fin al	Orig Amt	Change Bal		Remaining Balance
				56801			151301	CONTRACT PD 14-15.002 "A	420	876	420876 - ROUTEMATCH SOFTWARE INC	No. 1		120,710.00	0.00	80,060.00	40,650.00
352	LOST III	110267	PUBLIC FAC & PROJ	58101	14PF2934	58101	141697	ST AEROSPACE LEASE AGREEM	033	300	033300 - CITY OF PENSACOLA	1		8,000,000.00	0.00	2,000,000.00	6,000,000.00
				56201	15PF3172	56201	150809	A&E SERVICES FOR THE OLD	180	171	180171 - QUINA GRUNDHOEFER ARCHITECTS PA	1		47,165.00	1,000.00	35,420.46	12,744.54
				56401	15PF3152	56401	151526	PURCHASE OF ONE WALK-IN C	110	568	110568 - KITCHEN EQUIPMENT &	1		15,521.80	0.00	0.00	15,521.80
				56201	15PF3152	56201	151575	PROJECT:15PF3152; LOST F-	020	898	O20898 - BARNES ELECTRIC COMPANY	1		5,993.00	0.00	0.00	5,993.00
				56301	14PF2695	56301	151583	CONTRACT PD 14-15.073 FOR	421	264	INC 421264 - ZECHIEL CONSTRUCTION LLC	1		78,750.00	0.00	0.00	78,750.00
				56401	15PF3152	56401	151596	FY 14/15 PURCHASE TO REPL	421	273	421273 - A-BEAR REFRIGERATION INC	1		4,409.00	0.00	0.00	4,409.00
352	LOST III	210104	UWF CAMPUS AGREEMEMT	56301	09EN0315	56301	101041	TASK ORDER AWARD FOR PD 0	164	749	164749 - ATKINS NORTH AMERICA INC	1		517,639.00	678,022.67	811,090.58	384,571.09
52	LOST III	210107	TRANSPORTATION &	56301	05EN2313	56301	101399	TO RE-OPEN TASK ORDER CLO	080	064	080064 - HDR ENGINEERING INC	1		0.00	95,742.21	45,757.54	49,984.67
			DRAINAGE	56301	08EN0534	56301	101686	TASK ORDER CONRACT PD 09-	021	556	021556 - BASKERVILLE-DONOVAN INC	1		699,999.45	430,095.00	1,115,084.35	15,010.10
				56301	10EN0745	56301	110484	CONTRACT PD 09-10.076 "DE	081	954	081954 - KENNETH HORNE &	1		199,265.00	62,412.54	152,827.82	108,849.72
				56301	08EN0313	56301	111436	CONTRACT 10-11-044 "DESIG	080	064	ASSOCIATES INC 080064 - HDR ENGINEERING INC	1		462,165.17	0.00	421,599.98	40,565.19
				56301	05EN2169	56301	120701	EXPENDITURE FOR THE CSX T	072	898	072898 - GULF COAST TRAFFIC	1		1,980.50	0.00	0.00	1,980.50
				56301	09EN0033	56301	120892	PERMIT MONITORING, COMPLI	232	151	ENGINFERS INC 232151 - WETLAND SCIENCES INC.	1		10,000.00	0.00	3,500.00	6,500.00
				56301	11EN1405	56301	120956	PD 10-11.0-80 "DESIGN SER	164	749	164749 - ATKINS NORTH AMERICA INC	1		588,131.00	0.00	540,092.83	48,038.17
				56301	12EN2044	56301	121158	CONTRACT PD10-11.005 "ENG	021	556	021556 - BASKERVILLE-DONOVAN INC	1		0.00	251,611.03	220,533.91	31,077.12
				56301	15EN3214	56301	121158	CONTRACT PD10-11.005 "ENG	021	556	021556 - BASKERVILLE-DONOVAN INC	1		0.00	123,984.92	85,994.78	37,990.14
				56301	09EN0572	56301	121184	LUMP SUM CONTRACT PER TER	192	991	192991 - SIGMA CONSULTING GROUP	1		0.00	21,964.00	15,444.00	6,520.00
				56301	12EN1752	56301	121184	LUMP SUM CONTRACT PER TER	192	991	INC 192991 - SIGMA CONSULTING GROUP	1		144,220.00	62,846.00	187,631.00	19,435.00
				56301	09EN0115	56301	121251	LUMP SUM CONTRACT PER TER	181	263	INC 181263 - REBOL-BATTLE & ASSOCIATES	1		906,213.00	122,714.00	734,563.06	294,363.94
				56301	08EN0115	56301	121336	TASK ORDER NO. 02.03.79.4	080	483	080483 - HAMMOND ENGINEERING INC	1		28,450.00	20,980.00	30,888.00	18,542.00
				56301	08EN0272	56301	121406	CONTRACT PD 11-12.038 "BE	100	142	100142 - JEHLE-HALSTEAD INC	1		999,430.00	0.00	903,664.15	95,765.85
				56301	13EN2545	56301	121407	AWARD A LUMP SUM CONTRACT	021	929	021929 - BAYSIDE CONSULTING GROUP OF NWF LLC	1		0.00	20,410.00	7,423.00	12,987.00
				56301	08EN0868	56301	121568	TASK ORDER NO. 02.03.79.1	081	206	081206 - HATCH MOTT MACDONALD FLORIDA LLC	1		16,758.00	0.00	15,920.10	837.90
				56301	13EN2474	56301	121608	TASK ORDER NO. 02.03.79.2	100	142	100142 - JEHLE-HALSTEAD INC	1		0.00	19,300.00	17,475.00	1,825.00
				56301	12EN2071	56301	130545	TASK ORDER NO. 02.03.79.8	060	189	060189 - FABRE ENGINEERING INC	1		41,369.60	8,620.25	47,936.43	2,053.42
				56301	12EN2121	56301	130830	TASK ORDER PD 02-03.79.46	080	483	080483 - HAMMOND ENGINEERING INC	1		36,840.00	2,095.00	33,051.00	5,884.00
				56301	10EN0455	56301	130843	TO IMPLEMENT MITIGATION,M	232	151	232151 - WETLAND SCIENCES INC.	1		5,800.00	0.00	4,300.00	1,500.00
				56301	13EN2235	56301	130867	TASK ORDER NO. 02.03.79.5	1929	991	192991 - SIGMA CONSULTING GROUP	1		48,750.00	1,240.00	45,110.00	4,880.00
				56301	13EN2382	56301	130920	TASK ORDER NO.02.03.79.2.	021	556	INC 021556 - BASKERVILLE-DONOVAN INC	1		35,096.33	0.00	29,291.40	5,804.93
				56301	13EN2272	56301		TASK ORDER NO. 02.03.79.2	100	142	100142 - JEHLE-HALSTEAD INC	1		20,895.00	3,680.00	17,294.95	7,280.05
				56301	12EN1783	56301	131051	TASK ORDER NO. 02.03.79.2	0819	954	081954 - KENNETH HORNE & ASSOCIATES INC	1		4,885.04	25,982.92	27,617.40	3,250.56

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			56301	10EN0575	56301	131053	"DESIGN SERVICES FOR THE	080064	080064 - HDR ENGINEERING INC	1		149,876.61	0.00	127,367.34	22,509.27
			56301	13EN2395	56301	131177	TO PROVIDE PROFESSIONAL E	081206	081206 - HATCH MOTT MACDONALD	1		87,803.50	0.00	48,123.30	39,680.20
			56301	13EN2364	56301	131182	TASK ORDER NO. 02.03.79.4	042846	042846 - DRMP INC	1		6,382.29	0.00	5,100.84	1,281.45
			56301	12EN1738	56301	131252	TASK ORDER PD 02-03.79.25	164749	164749 - ATKINS NORTH AMERICA INC	1		49,910.00	(3,452.62)	43,889.38	2,568.00
			56301	09EN0572	56301	131279	PROFESSIONAL SERVICES TO	051166	051166 - ENGINEERING & PLANNING	1		10,000.00	15,722.30	25,509.07	213.23
			56301	12EN2061	56301	140760	CONTRACT AWARD PER THE TE	081206	081206 - HATCH MOTT MACDONALD	1		80,382.00	0.00	74,873.25	5,508.75
			56301	14EN2615	56301	140874	CONTRACT PD 13-14.004 "BE	133305	FLORIDA LLC 133305 - MIDSOUTH PAVING INC	1		1,274,541.15	0.00	1,274,163.75	377.40
			56301	12EN2015	56301	140896	QUINTETTE BRIDGE FUNDS FO	232151	232151 - WETLAND SCIENCES INC.	1	\Box	0.00	17,420.00	4,800.00	12,620.00
			56301	14EN2683	56301	140968	CONTRACT PD 13-14.005 "PR	060189	060189 - FABRE ENGINEERING INC	1	\Box	68,354.72	(11,704.02)	46,143.95	10,506.75
			56301	13EN2512	56301	140970	PROFESSIONAL SERVICES FOR	042846	042846 - DRMP INC	1		41.264.13	0.00	39.918.47	1.345.66
			56301	09EN0388	56301	140985	OPEN ENDED PURCHASE ORDER	182328	182328 - ROADS INC OF NWF	1		250,000.00	100,000.00	348,638.72	1,361.28
			56301	14EN2875	56301	140994	TASK ORDER NO. 02.03.79.5	061426	061426 - DAVID W. FITZPATRICK, P.E., P.A.	1		26,676.00	0.00	18,798.00	7,878.00
			56301	14EN2803	56301	140995	TASK ORDER NO.02.03.79.20	100142	100142 - JEHLE-HALSTEAD INC	1		16,957.50	0.00	12,702.50	4,255.00
			56301	14EN2661	56301	140996	TASK ORDER PD 02-03.79.15	080064	080064 - HDR ENGINEERING INC	1		45,050.29	0.00	36,545.24	8,505.05
			56301	12EN2152	56301	141077	CONTRACT PD 13-14.016 "DE	164749	164749 - ATKINS NORTH AMERICA INC	1		195,682.83	3,452.62	144,727.14	54,408.31
			56301	14EN2642	56301	141092	TASK ORDER NO.02.03.79.10	082323	082323 - GECI & ASSOCIATES	1		7,870.00	0.00	7,030.00	840.00
			56301	14EN2795	56301	141094	TASK ORDER NO.02.03.79.50	192991	192991 - SIGMA CONSULTING GROUP	1		35,260.00	0.00	28,961.00	6,299.00
			56301	12EN1752	56301	141110	AWARD A CONTRACT PD 13-14	032335	032335 - CHAVERS CONSTRUCTION INC	1		1,165,175.40	22,269.20	1,152,228.55	35,216.05
			56301	08EN0208	56301	141123	CONTRACT PD 13-14.006 "VA	182328	182328 - ROADS INC OF NWF	1		700,000.00	0.00	575,742.74	124,257.26
			56301	14EN2833	56301	141130	TASK ORDER NO.02.03.79.48	181263	181263 - REBOL-BATTLE & ASSOCIATES	1		18,770.00	0.00	18,520.00	250.00
			56301	13EN2198	56301	141148	TASK ORDER NO.02.03.79.13	081206	081206 - HATCH MOTT MACDONALD FLORIDA LLC	1		27,200.00	0.00	10,112.00	17,088.00
			56301	08EN0208	56301	141170	CONTRACT PD 13-14.037 "WO	160114	160114 - PANHANDLE GRADING & PAVING INC	1		1,621,423.12	0.00	1,066,980.82	554,442.30
			56301	13EN2188	56301	141172	CONTRACT PD 13-14.030 "DE	081206	081206 - HATCH MOTT MACDONALD	1		137,714.00	0.00	95,240.80	42,473.20
			56301	13EN2188	56301	141173	CONTRACT PD 13-14.027 "DE	181263	181263 - REBOL-BATTLE & ASSOCIATES	1		98,289.20	0.00	84,056.75	14,232.45
			56301	13EN2188	56301	141174	CONTRACT PD 13-14.028 "DE	042846	042846 - DRMP INC	1		75,525.72	0.00	71,544.72	3,981.00
			56301	14EN2825	56301	141428	CONTRACT PD 10-11.080, TA	060189	060189 - FABRE ENGINEERING INC	1		44,988.75	0.00	12,906.25	32,082.50
			56301	13EN2198	56301	150758	CONTRACT PD 13-14.081 "LA	080064	080064 - HDR ENGINEERING INC	1		133,746.77	15,250.64	111,909.16	37,088.25
			56301	14EN2845	56301	150888	TASK ORDER NO.02.03.79.61	164915	164915 - PREBLE-RISH, INC	1		43,015.00	(2,714.54)	22,417.76	17,882.70
			56301	08EN0105		150896	CONTRACT PD 13-14.051 "DE	181263	181263 - REBOL-BATTLE & ASSOCIATES	_		182,124.83	0.00		120,154.01
			56301	13EN2474	56301	150951	CONTRACT PD 14-15.003 "MA	081448	081448 - HEWES AND COMPANY LLC	1		635,000.00	0.00	610,782.50	24,217.50
			56301	11EN1405	56301	150975	TASK ORDER NO.02.03.79.25	164749	164749 - ATKINS NORTH AMERICA INC	1		6,957.83	0.00	0.00	6,957.83
			56301	15EN3244	56301	150985	CONTRACT PD 14-15.016 "OL	182328	182328 - ROADS INC OF NWF	1		0.00	59,579.99	0.00	59,579.99
			56301	08EN0021		150991	CONTRACT PD 11-12.035 "TE	023818	023818 - BLUE ARBOR INC	1		4,000.00	0.00		3,248.08
			56301	08EN0272	56301	150991	CONTRACT PD 11-12.035 "TE	023818	023818 - BLUE ARBOR INC	1		8,000.00	0.00		
			56301	09EN0388	56301	151000	OPEN ENDED PO FOR ASPHALT	182328	182328 - ROADS INC OF NWF	1		250,000.00	0.00	249,682.20	317.80

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				56301	13EN2198	56301	151001	TO 02-03.79.15.50.ENG TO	08006	64	080064 - HDR ENGINEERING INC	No. 1		44,655.58	0.00	42,564.08	2,091.50
				56301	15EN3205	56301	151012	TASK ORDER PD 02-03.79.13	08120	06	081206 - HATCH MOTT MACDONALD	1		46,240.00	0.00	39,606.00	6,634.00
				56301	08EN0211	56301	151015	CONTRACT PD 13-14.039 "LO	13321	10	FLORIDATIC 133210 - METRIC ENGINEERING, INC	1		38,047.62	0.00	24,847.74	13,199.88
				56301	13EN2463	56301	151028	CONTRACT PD. NO.10.11.065	16011	14	160114 - PANHANDLE GRADING &	1		332,789.12	0.00	310,567.76	22,221.36
				56301	12EN2152	56301	151032	CONTRACT PD.NO.12.13.049	40660	08	PAVING INC 406608 - INGRAM SIGNALIZATION INC	1		341,413.96	0.00	118,640.00	222.773.96
				56301	15EN3244		151055	TASK ORDER NO. 02.03.79.1	08120		081206 - HATCH MOTT MACDONALD	1			0.00		183,602.62
											FLORIDA LLC			226,160.51			
				56301	14EN2995		151081	TASK ORDER NO.02.03.79.10	08232		082323 - GECI & ASSOCIATES ENGINEERS INC	1		29,525.00	0.00	,	·
				56301	08EN0021	56301	151197	TRAFFIC PLANNING CONSULTI	42061	15	420615 - JAMES CARL DE VRIES	1		44,969.60	0.00	14,989.35	29,980.25
				56301	11EN1071	56301	151227	CONTRACT PD 14-15.021 "CH	02610	01	026101 - BROWN CONSTRUCTION OF NWF INC	1		97,958.90	0.00	0.00	97,958.90
				56301	13EN2512	56301	151251	CONTRACT PD 14-15.047 "RO	42078	85	420785 - PRINCIPLE PROPERTIES INC	1		337,737.00	(1,008.05)	123,922.33	212,806.62
				56301	08EN0068	56301	151290	OPEN END BLANKET PURCHASE	V000	1024	V0001024 - PROFESSIONAL COATING	1		10,000.00	0.00	8,677.15	1,322.85
				56301	08EN0208	56301	151320	CONTRACT PD 10-11.0-65 "P	18232	28	TECHNOLOGIES 182328 - ROADS INC OF NWF	1		249,191.38	0.00	191,305.58	57,885.80
				56301	12EN2071	56301	151321	CONTRACT PD 10-11.065 "GE	21159	93	211593 - UTILITY SERVICE COMPANY	1		91,106.13	0.00	88,637.38	
				56301	15EN3222	56301	151340	CONTRACT PD.NO.10.11.065	16011	14	INC 160114 - PANHANDLE GRADING &	1		71,007.44	0.00	39,130.20	31,877.24
				56301	15EN3222	56301	151347	CONTRACT PD.NO. 12.13.049	40660	08	PAVING INC 406608 - INGRAM SIGNALIZATION INC	1		27,000.00	0.00	0.00	27,000.00
				56301	15EN3222	56301	151348	CONTRACT PD.NO.13.14.085	07289	98	072898 - GULF COAST TRAFFIC	1		8,437.00	0.00	0.00	8,437.00
				56301	13EN2188	56301	151351	EMERGENCY BRIDGE REPAIR O	04020	06	FNGINFERS INC 040206 - DKE MARINE SERVICES INC	1		196,369.40	0.00	128,863.00	67,506.40
				56301	12EN1738	56301	151371	CONTRACT PD 10-11.065 "PA	18232	28	182328 - ROADS INC OF NWF	1		192.051.32	0.00	109.718.54	82.332.78
				56301	14EN2895		151372	CONTRACT PD 10-11.065 "PA	18232		182328 - ROADS INC OF NWF	1		183,344.00	0.00		
				56301	14EN2592		151382	CONTRACT PD 10-11.065 "PA	16011		160114 - PANHANDLE GRADING &	1		146,657.12	0.00	-	
				56301	15EN3315	56301	151392	CONTRACT PD 10-11.065 "GE	18232	28	PAVING INC 182328 - ROADS INC OF NWF	1		59.776.79	0.00	51,916.52	7.860.27
				56301	08EN0115	_	151416	CONTRACT PD 14-15.050 "HI	18232		182328 - ROADS INC OF NWF	1		2,168,815.15	0.00		2,168,815.15
				56301	14EN3075		151438	CONTRACT PD 14-15.052-A L	08120		081206 - HATCH MOTT MACDONALD	1		119,949.47	0.00		119,949.47
				56301	14EN3085	56301	151439	CONTRACT PD 14-15.052-B L	08120	06	081206 - HATCH MOTT MACDONALD	1		253,251.42	0.00	0.00	253,251.42
				56301	14EN3085	56301	151440	CONTRACT PD 14-15.008 "CO	16011	14	160114 - PANHANDLE GRADING &	1		2,873,769.35	0.00	0.00	2,873,769.35
				56301	14EN3075	56301	151441	CONTRACT PD 14-15.009 COU	16011	14	PAVING INC 160114 - PANHANDLE GRADING &	1		1,200,292.80	0.00	0.00	1,200,292.80
				56301	12EN1738	56301	151452	REQUEST FUNDS FOR THE INS	42080	09	PAVING INC 420809 - INFRASTRUCTURE SPECIALTY	1		30,000.00	0.00	9.316.40	20,683.60
				56301	13EN2188		151477	CONTRACT PD.NO.12.13.001	04020		SRVCS INC 040206 - DKE MARINE SERVICES INC	1		102,081.20	0.00		102,081.20
				56301	12EN1738		151477	TASK ORDER NO.02.03.79.45	05116		051166 - ENGINEERING & PLANNING	1		3,186.00	0.00	3,026.70	
											RESOURCES PC						
				56301	14EN2642	_	151502	FUNDING FOR SERVICES FOR	01132		011322 - ALFRED D WATSON	1		45,982.50	0.00		45,982.50
				56301	08EN0208	_	151559	CONTRACT PD.NO.10.11.065.	18232		182328 - ROADS INC OF NWF	1		199,914.55	0.00	-	
				56301 56301	15EN3335 14EN2833		151560 151604	CONTRACT PD 10-11.065 "PA CONTRACT PD 10-11.065 GEN	18232		182328 - ROADS INC OF NWF 160114 - PANHANDLE GRADING &	1		213,681.38 82,926.04	0.00		38,905.62 82,926.04
											PAVING INC	L.					
				56301	08EN0115	56301	151605	CONTRACT PD 14-15.080 "CE	04284	46	042846 - DRMP INC	1		210,000.00	0.00	0.00	210,000.00

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				56301	08EN0334	56301	280590	CONTRACT PD. NO. 95.96.74	0812	:06	081206 - HATCH MOTT MACDONALD	1		0.00	18,775.00	15,111.40	3,663.60
				56301	05EN1343	56301	280598	CONTRACT PD. NO. 02.03.79	0800	64	FLORIDA LLC 080064 - HDR ENGINEERING INC	1		0.00	70,522.14	54,500.72	16,021.42
				56301	08EN0078	56301	290817	CONTRACT AMENDMENT NO. 2	0215	56	021556 - BASKERVILLE-DONOVAN INC	1		1,575,498.01	1,803,445.51	2,899,103.17	479,840.35
				56301	08EN0301	56301	291166	TASK ORDER PD 08-09.007 "	0215	56	021556 - BASKERVILLE-DONOVAN INC	1		200,660.10	19,608.92	218,966.77	1,302.25
				56301	08EN0021	56301	291417	TASK ORDER PD 08-09.027 "	1647	49	164749 - ATKINS NORTH AMERICA INC	1		416,886.17	21,945.40	438,831.56	0.01
				56301	12EN1728	56301	291417	TASK ORDER PD 08-09.027 "	1647	49	164749 - ATKINS NORTH AMERICA INC	1		0.00	2,699,611.25	922,639.21	1,776,972.04
352	LOST III	210109	FDOT OLIVE ROAD	56301	10EN0363	56301	120651	OLIVE ROAD WEST CORRIDOR	1647	49	164749 - ATKINS NORTH AMERICA INC	1		195,719.00	49,224.00	220,620.16	24,322.84
			GRANT	56301	10EN0363	56301	120652	OLIVE ROAD EAST CORRIDOR	0428	46	042846 - DRMP INC	1		1,482,372.47	0.00	1,279,688.15	202,684.32
				56301	10EN0363	_	150985	CONTRACT PD 14-15.016 "OL	1823		182328 - ROADS INC OF NWF	1		1,585,445.54	0.00	1,479,178.79	
				56301	10EN0363	56301	150986	CONTRACT PD 14-15.017 "OL	1823		182328 - ROADS INC OF NWF	1		4,531,541.13	0.00	1,082,407.48	3,449,133.65
352	LOST III	210110	CRABTREE CHURCH ROAD	56301	12EN1815	56301	121407	AWARD A LUMP SUM CONTRACT	0219		021929 - BAYSIDE CONSULTING GROUP OF NWF LLC	1		138,810.00	0.00	137,995.00	815.00
352	LOST III	210517	MYRTLE GRVE	56301	13EN2432	56301	140969	DESIGN/BUILD CONTRACT PER	1601	14	160114 - PANHANDLE GRADING &	1		896,575.00	0.00	264,384.07	632,190.93
			ELMNTRY SDWK	56301	13EN2432	56301	151015	CONTRACT PD 13-14.039 "LO	1332	10	PAVING INC 133210 - METRIC ENGINEERING, INC	1		0.00	78,093.53	0.00	78,093.53
352	LOST III	220102	NESD CAPITAL	56301	11NE0878	56301	130714	ENGINEERING SERVICES FOR	1001	42	100142 - JEHLE-HALSTEAD INC	1		26,400.00	500.00	25,840.00	1,060.00
				56301	09NE0018	56301	130921	TASK ORDER NO. 02.03.79.2	1001	42	100142 - JEHLE-HALSTEAD INC	1		0.00	500.00	347.10	152.90
				56301	11NE0878	56301	141548	CONSTRUCTION OF RECREATIO	0233	35	023335 - BIRKSHIRE JOHNSTONE, LLC	1		65,291.50	0.00	60,224.50	5,067.00
				56301	10NE0808	56301	151263	ARTIFICIAL REEF CONSTRUCT	4207	50	420750 - PANHANDLE UNDERWATER MT&SALVAGE LLC	1		79,400.00	(49,400.00)	0.00	30,000.00
352	LOST III	290407	DETENTION CAPITAL PROJECT	56201	14SH2728	56201	151206	A&E SERVICE FOR THE MAIN	0263	99	026399 - BULLOCK TICE ASSOCIATES INC	1		14,002.00	0.00	12,252.00	1,750.00
			1 1103201	56201	14SH2728	56201	151531	DESIGN CRITERIA PROFESSIO	4212	19	421219 - DLR GROUP INC	1		3,999,280.00	0.00	189,243.00	3,810,037.00
				56201	14SH2728	56201	151558	MAIN JAIL ACR (ADMISSION	0233	35	023335 - BIRKSHIRE JOHNSTONE, LLC	1		173,400.00	0.00	0.00	173,400.00
352	LOST III	350229	PARKS CAPITAL PROJECTS	53401	08PR0078	53401	151033	AGREEMENT FOR ZONE 1 "GRO	0721	81	072181 - GREENWORKS GROUNDSKFFPING & LANDSCA	1		39,000.00	0.00	30,225.00	8,775.00
				53401	08PR0078	53401	151034	AGREEMENT FOR ZONE 2 "GRO	1418	23	141823 - KURT M CLINGAN	1		45,000.00	0.00	34,575.00	10,425.00
				53401	08PR0078	53401	151035	AGREEMENT FOR ZONE 3 "GRO	0725	00	072500 - GULF COAST ENVIRONMENTAL CONT INC	1		48,600.00	0.00	37,665.00	10,935.00
				53401	08PR0078	53401	151036	AGREEMENT FOR ZONE 4 "GRO	1820	154	182054 - RHETT JAMES LANDSCAPING INC	1		72,490.00	0.00	56,179.75	16,310.25
				53401	08PR0078	53401	151037	AGREEMENT FOR ZONE 5 "GRO	0508	66	050866 - EMERALD COAST GRASS CO, LLC	1		67,000.00	0.00	51,925.00	15,075.00
				53401	08PR0078	53401	151038	AGREEMENT FOR ZONE 6 "GRO	2303	40	230340 - WALLACE SPRINKLER & SUPPLY, INC	1		75,400.00	0.00	58,435.00	16,965.00
				54601	08PR0025	54601	151389	TO REMOVE AND REPLACE FEN	0101	00	010100 - HURRICANE FENCE OF WEST FLORIDA INC	1		27,790.00	0.00	0.00	27,790.00
				56301	15PR3302	56301	151469	FREIGHT.	0404	65	040465 - J A DAWSON & COMPANY INC	9		2,153.51	0.00	0.00	2,153.51
				56301	15PR3302	56301	151469	GAME TIME-INSTALLATION OF	0404	65	040465 - J A DAWSON & COMPANY INC	8		7,983.36	0.00	0.00	7,983.36
				56301	15PR3302	56301	151469	GAME TIME-CHEST PRESS (DO	0404	65	040465 - J A DAWSON & COMPANY INC	7		2,325.73	0.00	0.00	2,325.73
				56301	15PR3302	56301	151469	GAME TIME-DOUBLE STRIDER	0404	65	040465 - J A DAWSON & COMPANY INC	6		1,408.28	0.00	0.00	1,408.28
				56301	15PR3302	56301	151469	GAME TIME-ROWING MACHINE	0404	65	040465 - J A DAWSON & COMPANY INC	5		1,032.35	0.00	0.00	1,032.35
				56301	15PR3302	56301	151469	FITNESS EQUIPMENT-GAME TI	0404	65	040465 - J A DAWSON & COMPANY INC	4		1,453.06	0.00	0.00	1,453.06

PROJECTS																		
	RIA																	
	S 144	May Ope	en Pı	urchase Ord	ders													
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	₹ OR	IDA																
	Fund	Fund Title	Cost	Cost Center Title	Accou	Proi	Proi	PO No	PO Description	Vend	No	Full Vendor Name	Lin	Fin (Oria Amt	Change Bal	Paymt Ral	Remaining
Part	Turiu			oost center ritie				1 0 110	l o bescription	Vend		Tan vender name			orig Aint	onange bai	r dynne Dai	
Part					56301	15PR3302	56301	151469	GAME TIME-01841-D4 CUSTOM	040465	5	040465 - LA DAWSON & COMPANY INC	No.		6 271 80	0.00	0.00	6 271 80
Page																		
					56301	15PR3302	56301	151469	GAME TIME-01841-D2 CUSTOM	040465	5	040465 - J A DAWSON & COMPANY INC	2		19,133.03	0.00	0.00	19,133.03
					56301	15PR3302	56301	151469	PLAYGROUND AND FITNESS EQ	040465	5	040465 - J A DAWSON & COMPANY INC	1		42.24	0.00	0.00	42.24
Part					56301	15PR3302	56301	151525	PERMIT FEE.	421187	7	421187 - JOHNNY PITTS	7		750.00	0.00	0.00	750.00
Solid Waste Park									INICTALL ATION OF CONODETE	40440			,		4.750.00	0.00		
Solid Day Soli					56301	15PR3302	56301	151525	INSTALLATION OF CONCRETE	421187			6		4,752.00	0.00	0.00	4,752.00
					56301	15PR3302	56301	151525	INSTALLATION OF (6) CONCR	421187		421187 - JOHNNY PITTS	5		3,900.00	0.00	0.00	3,900.00
SAME					56301	15PR3302	56301	151525	INSTALLATION OF ABOVE SHE	421187	7		4		5,235.00	0.00	0.00	5,235.00
Part					56201	15DD2202	56201	151525	EDEICHT	121107			2		1 100 00	0.00	0.00	1 100 00
Solid Waste Solid Waste Solid 198330 Solid 198343 Solid 199246 SHERIFFS 2100AGE FIRE \$P\$ 165217 Lobor 7-FERDON ENGINEERING INC 1 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 5,76100 199447 00 199447 00 199447 00 199447 00 199447 00 199447 00 199447 00 199447 00 199447 00 199447 00 199447 00 199447 00 199447 00 199447 00 199447 00 199447 00 199447 00 199447 00 199447 00 199447 00					30301				TREIGHT.	421107					1,170.00	0.00	0.00	1,170.00
Solid Septimes Cap Septimes Cap Solid Septimes Cap Solid Septimes Cap Septi					56301	15PR3302	56301	151525	ENGINEERING DRAWINGS.	421187	7		2		1,000.00	0.00	0.00	1,000.00
Second S					56301	15PR3302	56301	151525	PAVILLION FOR CIVITAN PAR	421187	7		1		17,450.00	0.00	0.00	17,450.00
PROJECTS	352	LOST III	540115	SHERIEFS CAP	56201	07SH0019	56201	141134	A&F SERVICES FOR THE SHER	163667			1		12 929 00	0.00	12 809 70	119 30
SOLID WASTE 230301 SOLID WASTE ADMIN 53101 151903 DEBRIS HAULING PROCUREMEN 420616 420616 - TETRA TECH INC 1 14,495.00 0.00 0.00 14,495.00 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 58.85 0.00 0.00 0.00 58.85 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	002	2001	0.01.0	PROJECTS														
SOLID WASTE 230304 EVICENDE 230304 EVICNDE 230304 EVICENDE 230304 EVICENDE 230304 EVICENDE 230304 EVICENDE 230304 EVICNDE 230304 EVIC					56201	15SH3143	56201	150926	SHERIFF'S STORAGE FIRE SP	165217	7	165217 - L PUGH & ASSOCIATES INC	1		159,447.00	5,761.00	159,447.00	5,761.00
SOLID WASTE 230304 No. 15593 PURCHASE AND INSTALLATION 40510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510 420510	401	SOLID WASTE	230301	SOLID WASTE ADMIN	53101			151103	DEBRIS HAULING PROCUREMEN	420616	6	420616 - TETRA TECH INC	1		14,495.00	0.00	0.00	14,495.00
SOLID WASTE 29304 ENVIRONMENTAL 53101 141508 PROFESSIONAL SERVICES TO 190025 SCS ENGINEERS 1 102,400.0 91,418.00 102,393.48 91,424.52					54101			151593	PURCHASE AND INSTALLATION	420510	0	420510 - NETWORKFLEET INC	1		56.85	0.00	0.00	56.85
South Waste 2007 South W										_			1					
SOLID WASTE 200306 RECYCLING 151093 TECHNICAL REVIEW OF FOUR 071236 071236 - GEOSYNTEC CONSULTANTS 1 33,100.00 0.00 16,388.00 16,712.00 151593 PURCHASE AND INSTALLATION 420510 420510 NETWORKFLEET INC 1 33,400.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90 0.00 0.00 37,90	401	SOLID WASTE	230304							_	_		1		•		. ,	,
SALID WASTE 230306 RECYCLING 55201 151593 PURCHASE AND INSTALLATION 420510 420510 - NETWORKFLEET INC 1 337.90 0.00 0.00 37.90					53101			150802	PROFESSIONAL CONSULTING S	080064	4	080064 - HDR ENGINEERING INC			148,621.00	89,905.00	156,445.43	82,080.57
SOLID WASTE 20306 RECYCLING 54101 151593 PURCHASE AND INSTALLATION 420510 420510 - NETWORKFLEET INC 1 37.90 0.00 0.00 37.90					53101			151053	TECHNICAL REVIEW OF FOUR	071236	6		1		33,100.00	0.00	16,388.00	16,712.00
SOLID WASTE 230306 RECYCLING 54101 151593 PURCHASE AND INSTALLATION 420510 420510 - NETWORKFLEET INC 1 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00 1,772.30 0.00 0.00					54101			151593	PURCHASE AND INSTALLATION	420510	0		1		37.90	0.00	0.00	37.90
SOLID WASTE SOLID WASTE FUND SOLID WASTE SOLID WASTE SOLID WASTE FUND SOLID WASTE FUND SOLID WASTE SOLID W								151593	PURCHASE AND INSTALLATION	420510	0	420510 - NETWORKFLEET INC	1		354.46	0.00	0.00	354.46
SOLID WASTE 230307 SW TRANSFER 54101 151593 PURCHASE AND INSTALLATION 420510 420510 NETWORKFLEET INC 1 75.80 0.00 0.00 75.80	401	SOLID WASTE	230306	RECYCLING	54101			151593	PURCHASE AND INSTALLATION	420510	0	420510 - NETWORKFLEET INC	1		189.50	0.00	0.00	189.50
TRUCKS OF FLLC TRUC								151593		_	_		1				0.00	1,772.30
SOLID WASTE 230307 SW TRANSFER 54101 151593 PURCHASE AND INSTALLATION 420510 420510 420510 A20510					56401			151611	PURCHASE NEW 2016 INTERNA	230582			1		138,958.34	0.00	0.00	138,958.34
SOLID WASTE																		
SOLID WASTE FUND SOLID WASTE SOLID W	401	SOLID WASTE	230307								_		1					
FIND SOLID WASTE 230314 SWM OPERATIONS 56401 151534 PURCHASE VE14-15.029 NEW 201640 201640 THOMPSON TRACTOR CO INC 1 281,754.00 0.00 0.00 281,754.00 0.00 0.00 281,754.00 0.00 0.00 189.50 0.00 0.00 189.50 0.00 0.00 189.50 0.00 0.00 189.50 0.00 0.00 189.50 0.00 0.00 189.50 0.00 0.00 189.50 0.00 0.00 189.50 0.00 0.00 189.50 0.00 0.00 0.00 189.50 0.00 0.00 0.00 189.50 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	401	SOLID WASTE	230309								_							
FUND FUND FUND		FUND		LANDFILLS								INC	_ ·					
SOLID WASTE FUND SOLID WASTE			230314	SWM OPERATIONS	56401			151534	PURCHASE VE14-15.029 NEW	201640	0	201640 - THOMPSON TRACTOR CO INC	1		281,754.00	0.00	0.00	281,754.00
SOLID WASTE FUND		TOND			54101			151593	PURCHASE AND INSTALLATION	420510	0	420510 - NETWORKFLEET INC	1		189.50	0.00	0.00	189.50
FUND																		
SOLID WASTE 230316 SAUFLEY LANDFILL S3101 151314 TO OBTAIN THE PROFESSIONA 10763 ACCELA INC 10763 ACCELA INC 101,800.00 0.00 12,556.25 11,943.75 11,943.75 124,500.00 0.00 0.00 12,556.25 11,943.75 11,943.75 12,900.00 0.00 0.00 3,585.00 0.00 0.00 3,585.00 0.00 0.00 3,585.00 0.00 0.00 3,585.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	401		230315	PROJECTS	56301			151246	PD 14-15.022, ENGINEERING	100699			1		460,000.00	0.00	147,477.00	312,523.00
SOLID WASTE 230316 SAUFLEY LANDFILL 53101 151534 OPEN PURCHASE ORDER FOR F 040138 040138 - D & D WELDING & DESIGN INC 1 3,585.00 0.00 0.00 3,585.00		10110			56301			151432	OPEN PURCHASE ORDER FOR C	072896		072896 - GULF MARINE CONSTRUCTION,	1		24,500.00	0.00	12,556.25	11,943.75
O1 SOLID WASTE 230316 SAUFLEY LANDFILL 53101 151053 TECHNICAL REVIEW OF FOUR 071236 071236 - GEOSYNTEC CONSULTANTS 1 2,900.00 0.00 725.00 2,175.00 INC. O6 INSPECTION 250111 BUILDING INSPECT- 53101 151314 TO OBTAIN THE PROFESSIONA 010763 010763 - ACCELA INC 1 0.00 24,800.00 23,835.00 965.00 151388 FIVE CHEVROLET EQUINOX SP 134651 134651 - MOORE FAMILY MANAGEMENT 1 101,800.00 0.00 81,440.00 20,360.00					56301		+	151554	OPEN PURCHASE ORDER FOR F	040138	8		1		3.585.00	0.00	0.00	3.585.00
FUND 06 INSPECTION 250111 BUILDING INSPECT- 53101 151314 TO OBTAIN THE PROFESSIONA 010763 - ACCELA INC 1 0.00 24,800.00 23,835.00 965.00 151318 FIVE CHEVROLET EQUINOX SP 134651 134651 - MOORE FAMILY MANAGEMENT 1 101,800.00 0.00 81,440.00 20,360.00																		
06 INSPECTION 250111 BUILDING INSPECT- 53101 151314 TO OBTAIN THE PROFESSIONA 010763 010763 - ACCELA INC 1 0.00 24,800.00 23,835.00 965.00	401		230316	SAUFLEY LANDFILL	53101			151053	TECHNICAL REVIEW OF FOUR	071236			1		2,900.00	0.00	725.00	2,175.00
LLC	406		250111	BUILDING INSPECT-	53101			151314	TO OBTAIN THE PROFESSIONA	010763			1		0.00	24,800.00	23,835.00	965.00
					56401			151388	FIVE CHEVROLET EQUINOX SP	134651			1		101,800.00	0.00	81,440.00	20,360.00
	408	EMERGENCY	330302	EMS OPERATIONS	56401			151513	PURCHASE/DELIVERY OF 2015	416682			1		719,992.00	0.00	0.00	719,992.00

MEIA	Ор	en P	urchase Oi	ders	6											
Fund	Fund Title	Cost Center	Cost Center Title	Accou nt	Proj	Proj Acct	PO No	PO Description	Vend N	Full Vendor Name	Lin e	Fin al	Orig Amt	Change Bal		Remaining Balance
				56401			151514	PURCHASE & DELIVERY OF 20	416682	416682 - HALCORE GROUP INC	1		432,008.00	0.00	0.00	432,008.00
				56401			151515	PURCHASE OF (2) 2015 FORD	042807	042807 - DUVAL FORD LLC	1		67,220.00	0.00	0.00	67,220.00
01	INTERNAL SERVICE FUND	140836	BUILDINGS	53101	414F0130	53101	141186	ENGINEERING SERVICES FOR	081206	081206 - HATCH MOTT MACDONALD FLORIDA LLC	1		11,600.00	0.00	11,530.00	70.00
				56201	414E0155	56201	141186	ENGINEERING SERVICES FOR	081206	081206 - HATCH MOTT MACDONALD	1		0.00	111,016.00	47,171.50	63,844.50
				54601	414F0164	54601	141262	EMERGENCY REPAIRS TO LIFT	010941	010941 - ADVANCED COMPRESSED AIR	1		50,670.65	11,305.72	60,190.35	1,786.02
				53401			141331	EMERGENCY PURCHASE ORDER	040683	040683 - DEPARTMENT OF COMMUNITY	1		0.00	1,929,000.00	1,752,880.00	176,120.00
				56201	414E0155	56201	141332	PROVIDE ANALYSIS FOR VARI	031295	031295 - CARTER GOBLE ASSOCIATES,	1		110,000.00	0.00	100,500.00	9,500.00
				53401			141346	EMERGENCY PURCHASE ORDER	230384	230384 - WALTON COUNTY SHERIFF'S OFFICE	1		0.00	3,008,750.00	2,012,244.50	996,505.50
				53401			141347	EMERGENCY PO TO PROVIDE F	190728	190728 - SANTA ROSA COUNTY SHERIFE'S OFFICE	1		0.00	2,828,750.00	2,529,692.80	299,057.20
1	INTERNAL SERVICE FUND	150108	HEALTH	53401			150719	PURCHASE ORDER FOR SECURI	191892	191892 - SECURADYNE SYSTEMS SOUTHEAST LLC	1		1,000.00	0.00	336.00	664.00
	SERVICE I OND			53101			151306	HEALTHCARE BROKER/CONSULT	420681	420681 - AON CONSULTING INC	1		0.00	90,000.00	63,000.00	27,000.00
tal								<u>'</u>		1			61,018,310.93	19,624,918.81	40,636,850.05	40,006,379.69



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-9126 Public Hearings 10.

BCC Regular Meeting

Meeting Date: 11/05/2015

Issue: David G. Rademacher's Appeal of Contractor Competency Board

Decision of 09/02/2015

From: Donald R. Mayo, Building Official/Department Director

Organization: Building Services

CAO Approval:

RECOMMENDATION:

5:33 p.m. Hearing to consider David G. Rademacher's Appeal of the Escambia County Contractor Competency Board's Decision.

Recommendation: That the Board uphold the Contractor Competency Board's decision of September 2, 2015, whereby it found Respondent, David G. Rademacher, d/b/a Horizon Sunrooms and Spas, Inc., in violation of Section 18-37(c)(1) of the Escambia County Code of Ordinances, "Disregard or failure to correct building code violations or any municipal or county building codes, ordinances, or laws of the State of Florida ...". Based upon the Contractor Competency Board finding, it was ordered that Respondent, David G. Rademacher, be assessed a \$250.00 fine; \$350.00 administrative fees; Respondent be placed on six months probation; a Letter of Reprimand be placed in Respondent's Contractor record; and the Board reserved jurisdiction to order restitution in this matter to Complainant/Homeowner, Glenn Olsen.

BACKGROUND:

The above referenced case is a contractor complaint filed on November 17, 2014, against David G. Rademacher dba Horizon Sunrooms and Spas Inc. Mr. Rademacher is contesting the September 2, 2015 decision of the Contractor Competency Board whereby it found Respondent, David G. Rademacher dba Horizon Sunrooms and Spas Inc., in violation of Section 18-37(c)(1) of the Escambia County Code of Ordinances, "Disregard or failure to correct building code violations or any municipal or county building codes, ordinances, or laws of the State of Florida ...". Based upon the Contractor Competency Board finding, it was ordered that Respondent, David G. Rademacher, be assessed a \$250.00 fine; \$350.00 administrative fees; Respondent be placed on six (6) months probation; a Letter of Reprimand be placed in Respondent's Contractor record; and the Board reserved jurisdiction to order restitution in this matter to Complainant/Homeowner, Glenn Olsen.

Respondent, David G. Rademacher, is seeking an appeal of the Contractor Competency Board's decision on September 2, 2015.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This Recommendation has been reviewed and approved by Meredith Crawford, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The recommendation is in compliance with Chapter 18, Sec. 18-59. - Appeals, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Notice of Administrative Complaint; Administrative Complaint and Notice of Intent

Complaint made by Homeowner Glenn Olson

CCB Minutes-September 2, 2015

CCB Minutes-August 5, 2015

CCB Minutes-July 8, 2015



BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Contractor Competency Board - Board of Electrical Examiners

Building Inspections Department 3363 West Park Place, Pensacola, FL 32505 (850) 595-4560 - Telephone (850) 595-3401 - Facsimile www.myescambia.com

<u>Via Certified Mail Registered Receipt Requested</u> # 7014 0150 0002 2143 1597

June 19, 2015

David G. Rademacher Horizon Sunrooms & Spas Inc. 1257 W. Nine Mile Rd Pensacola, FL 32534

RE: Notice of Disciplinary Hearing – Complaint No.: COM141100044

Escambia County Certificate of Competency License No.: SS0017 / RX11066706

Dear Mr. Rademacher:

Please note the enclosed Notice of Intent to Consider Suspension or Revocation of Certification along with a copy of the Administrative Complaint against your Certificate of Competency License No.: **\$\$50017** / **RX11066706** regarding 1815 Tillman Lane, Pensacola.

The Contractor Competency Board ("Board") at a duly-advertised Show Cause hearing held on Wednesday, June 10, 2015, established probable cause of violations relating to the code and statutes related to 1815 Tillman Lane. This matter is scheduled for a Disciplinary Hearing on **Wednesday, July 8, 2015 at 9:00 a.m., or as soon thereafter as it may be heard**, Room 104, Central Office Complex, 3363 West Park Place, Pensacola, Florida.

Your presence is required at this hearing. If there are unusual circumstances preventing your ability to appear in person, it is possible that you may be allowed to appear by telephone conference call. The Board will receive information concerning the violations set forth in the enclosed Administrative Complaint and may take disciplinary action against your license.

PLEASE BE GOVERNED ACCORDINGLY.

Sincerely,

Jennifer Hampton
on behalf of the
Contractor Competency Board

/jah

Enclosures

cc: Complainant/Homeowner

Form No.: 600.16 Rev:10/2013

ESCAMBIA COUNTY CONTRACTOR COMPETENCY BOARD

Escambia County Contractor Competency Board,

Petitioner

VS

Case No.: COM141100044

DAVID G. RADEMACHER dba Horizon Sunrooms & Spas, Inc. SS0017 / RX11066706,

Respondent.

ADMINISTRATIVE COMPLAINT

To: DAVID G. RADEMACHER

YOU ARE HEREBY NOTIFIED that pursuant to the provisions of subsection 489.131(7), Florida Statutes, and Article II of Chapter 18 of the Escambia County Code of Ordinances, the Escambia County Contractor Competency Board has caused an investigation to be made of your activities while licensed as a registered contractor in Escambia County and as a result find that:

- 1. DAVID G. RADEMACHER (hereinafter referred to as "Respondent") is a Registered Contractor in Escambia County and subject to the jurisdiction and regulation of the Escambia County Contractor Competency Board (hereinafter referred to as "Board") pursuant to Chapter 18, Article II, Division I, Sec. 18-37 of the Escambia County Code of Ordinances.
- Complainant's address, 1815 Tillman Lane, is located within the unincorporated area of Escambia County, and the Escambia County Contractor Competency Board is vested with jurisdiction over contractor licensing and registration,

1

investigating complaints against contractors, and also provides hearings for disciplinary actions, when necessary, for state certified, state registered and locally licensed contractors who work within Escambia County.

- 3. This matter came to be heard upon an investigation of the Respondent's Contracting operation at **1815 Tillman Lane, Pensacola, Florida**, concerning: 1) poor workmanship, 2) job abandoned, work partially completed.
- 4. The construction failed inspection on January 14, 2015, for "concrete uneven at entry door to house does not meet the definition of a handicap ramp or step and is a trip hazard/safety issue. Not on plans."
- 5. At the Show Cause Hearing held on May 20, 2015, with both Respondent and Complainant/Homeowner present, the Board ordered Respondent to contact Complainant and schedule, with at least forty-eight (48) hours advance notice, a date and time to revisit the jobsite for purposes of developing written documentation with drawings to correct the uneven concrete that failed inspection. Additionally, Respondent's written documentation with drawings was to be delivered to the Building Inspections Department for Harry T. Gibson, Jr., Building Inspector, to review.
- 6. Such activities have resulted in violations of Part I of Chapter 489, Florida Statutes, and Article II of Chapter 18 of the Escambia County Code of Ordinances governing registered contractors in Escambia County. The violation(s) are related to, but are not limited to, the following:

<u>Count I</u>: "Disregard or failure to correct building code violations or any municipal or county building codes, ordinances, or laws of the State of Florida ..." Section 18-37(c)(1), Escambia County Code of Ordinances.

As a result of the above cited violations, the Respondent has created a serious danger to the health, safety and welfare of the public in Escambia County dependent upon the Respondent.

It is determined that the charge(s) stated herein is grounds for disciplinary action as outlined in subsections 489.129(i)(j), Florida Statutes; Sec. 18-37, Escambia County Code of Ordinances: and Rule 61G4-20.001, of the Florida Administrative Code.

IT IS THEREFORE CHARGED that the Respondent in the conduct of business under his Certificate of Competency in Escambia County has violated the provisions of Sec. 18-37 of the Escambia County Code of Ordinances as set forth above and may be subject to the following:

- 1. Section 18-37(c), states "... the contractor competency board may revoke, suspend, or deny the issuance or renewal of the certificate of a contractor, impose a fine not to exceed \$5,000.00, place a contractor on probation, or reprimand or censure, or require restitution by a contractor, or any combination thereof if the contractor, or if the business entity or any general partner, officer, director, trustee, or a member of a business entity for which the contractor is a qualifying agent is found guilty of any of the acts as outlined in this article. ..."
- 2. Grounds now exist for the consideration of SUSPENSION OR REVOCATION of **David G. Rademacher's** Certificate of Competency License No.: SS0017 / RX11066706 or such other penalty as may be permitted by the Contractor Competency Board, Escambia County,

Florida, pursuant to Chapter 18, Article II, Division I, Section 18-37, Escambia County Code of Ordinances.

3. In accordance with subsection 489.131(7)(b), Florida Statutes, the Board may also impose the cost of investigating this Complaint upon the determination and finding that the Respondent is in violation of any charge set forth above.

NOTICE OF RIGHTS

Respondent, **DAVID G. RADEMACHER**, shall have the right to a hearing before the Escambia County Contractor Competency Board in accordance with the provisions of Article II of Chapter 18 of the Escambia County Code of Ordinances, and Part I of Chapter 489, Florida Statutes, to contest the charge. Respondent will have the right to be represented by Counsel, call witnesses, and present evidence contesting the allegation set out in this Administrative Hearing. Such hearing shall be held on **WEDNESDAY**, **July 8**, 2015, at 9:00 a.m., or as soon thereafter as it may be heard, at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Pensacola, Florida.

DONE AND ORDERED this /9 day of June, 2015.

JOHN MATTHEWS, Chairman

Escambia County Contractor Competency Board

3363 West Park Place Pensacola, FL 32505

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been served by certified mail, return receipt requested #7014-0150-0002-2143-1597 to **David G.**Rademacher, 1257 W. Nine Mile Road, Pensacola, Florida 32534, this 18th day of June, 2015.

JENNIFER A. HAMPTON

on behalf of the Contractor Competency Board

3363 West Park Place Pensacola, FL 32505

Telephone: (850) 595-4560 Facsimile: (850) 595-3589

ESCAMBIA COUNTY CONTRACTOR COMPETENCY BOARD

Escambia County
Contractor Competency Board,

Petitioner

vs Case No.: COM141100044

DAVID G. RADEMACHER dba Horizon Sunrooms & Spas, Inc. SS0017 / RX11066706,

Respondent.

NOTICE OF INTENT TO CONSIDER SUSPENSION OR REVOCATION OF CERTIFICATION

NOTICE IS HEREBY GIVEN that the Escambia County Contractor

Competency Board has reviewed a complaint against DAVID G. RADEMACHER

d/b/a Horizon Sunrooms & Spas, Inc., (hereinafter called "Respondent") and

upon investigation of said Complaint, has determined there is probable cause

that Respondent has violated the terms of Sec. 18-37 of the Escambia County

Code of Ordinances, (Ordinance No.: 2003-37), Chapter 489, Florida Statutes,

and/or other applicable laws as specified below; and that a hearing shall be held

to consider and determine whether Respondent's Certificate of Competency as a

Registered Specialty Contractor, Certificate of Competency License No.:

SS0017/RX11066706 should be suspended, revoked, or have other like action

taken against it.

DISCIPLINARY HEARING SCHEDULED: Wednesday, July 8, 2015, at 9:00 a.m., or as soon thereafter as it may be heard, Room 104, 3363 West Park Place, Pensacola, FL 32505.

Respondent is required to file a written response to the Escambia County Contractor Competency Board, at the address noted above, within fifteen (15) days of the date of the Administrative Complaint in this matter, admitting or denying the violation(s) and electing to proceed to informal hearing or formal hearing. Failure to file a written answer or the failure to state in one's answer that he requests a formal hearing shall be construed to be a waiver of notice of hearing and shall result in the Competency Board proceeding with an informal hearing.

DATED this / 9 day of June, 2015.

JOHN MATTHEWS, Chairman

Escambia County Contractor Competency Board

3363 West Park Place Pensacola, FL 32505

(850) 595-4560

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been sent certified mail, return receipt requested #7014-0150-0002-2143-1597 to David G. Rademacher, 1257 W. Nine Mile Road, Pensacola, Florida 32534, this 18th day of June, 2015.

JENNIFER A. HAMPTON

On behalf of the Contractor Competency Board

3363 West Park Place Pensacola, FL 32505

Telephone: (850) 595-4560

Fax: (850) 595-3589

Email: jahampton@co.escambia.fl.us

RECEIVED

NOV 2 4 2014



Escambia County Building Inspections Division

3363 West Park Place Pensacola, FL 32505

Telephone: (850) 595-3550 - Facsimile (850) 595-3401

On the Web: www.myescambia.com

Case No. 8	com 14/10	00044 c	OMPLAINT FORM
DATE: Nov. 17	2014	TIME:	10:00 Am
☐ Telephone/Voice Mail	☐ Voice Mail	☑ In Person	☐ Email
LICENSED CONTRACTOR COMPLANT	₩ YES	□ NO	☐ UNKNOWN
UNLICENSED CONTRACTOR COMPLAINT	YES	□ NO	☐ UNKNOWN
- 1 1 V	COMPLAINANT	INFORMATION	
YOUR NAME: CENA/ ADDRESS: 1815	F. O SON Till man Lap	ε	a No.
		ELL PHONE: 218-6. MAIL: gnatrik	
I am complaining in my	capacity as: Ho	omeowner Prope ealtor Other	erty Owner
	SUBJECT OF	COMPLAINT	
NAME: HORIZOR d/b/a:	Home SE	RVICES PENSACOLA	
	Charles of the contract of the	THE DE LINE AT	
TELEPHONE: 850 CONTRACTOR LICEN	-969-0697_CE SE NO.(if known)	ELL PHONE:	
	SCOPE OF WO	RK PERFORMED	
BUILDING	ALTERATION	☐ MECHANICAL	ROOFING

LICENSING & INVESTIGATIONS

☐ GAS

PLUMBING

Form No. 600.13

☐ ELECTRICAL

Revised: 10/10

□ OTHER





TERMS AND CONDITIONS

We wish to express our appreciation for the opportunity to be of service to you and welcome you to the Horizon family, Should you have any questions or require service, please contact our pearest office.

Horizon is fully licensed and insured

License and Insurance Warrantv

Your enclosure is fully guaranteed. Please review your lifetime no-noncense warranty certificate for the specific details of our warranty. In order to make your warranty binding, your contract must be paid-in-full and the warranty registration card that is attached to the warranty certificate must be properly completed and returned within 60 days.

ACCESS TO PROPERTY

Customar agrees to allow Horizon representatives access to the premises at all times to complete performances or correct any problems. Customer agrees that in the event of any repairs to the building are necessary then the customer shall submit any such request to Horizon in writing and shall allow Horizon to make said repairs. It is further understood that should customer fail to permit Horizon to proceed with said work after it has begun or fails to permit Horizon to make any necessary repairs for any reason whatsoever, then Horizon shall be relived of any obligation, hereunder and customer agrees to pay Horizon all damages sustained plus 25% of the agreement price herein on demand by Horizon as liquidated and agreed damages and not as penalty.

PERMITS

Contractor shall obtain all permits unit 3 otherwise specified. Owner shall pay for all variances or zoning changes, unless otherwise specified. Owner shall pay for any engineering required, unless otherwise specified.

WORK PERFORMED

If all or any of the following is included in this agreement under specifications, unless otherwise noted, the following will apply: A reasonable allowance on all dimensions shall be allowed unless noted, all sizes are outside approximate sizes. In the event of any conflict between sketches, plans, blue prints, etc., and this contractual agreement then this contractual agreement shall precedence. Contractor is not responsible for any existing illegal conditions, violations, or nonconforming prior work done by others. Contractor is not responsible for any unusual or abnormal concrete footing, foundations, retaining walls, or plors required; or any unusual depth required for same, such as but not limited to that condition caused by poor soil, lack of compaction, hillside or other slope conditions, and may but is not obligated to correct same. Contractor guarantees concrete work as to proper mix and workmanship, but does not guarantee concrete against cracking, pealing, or setting due to conditions beyond its control. All excess material is the property of the contractor.

Any start dates, completion dates, or any other dates expressly stated in the agreement that cannot be met and are due to labor strikes, unfavorable weather conditions, acts of God, or any other delays not within control of Horizon, will not cause a breach of contract nor be grounds for cancellation or the contract. Any alteration or deviation from the written agreement involving any additional work and/or extra costs will be executed only upon written authorization and will become an extra charge over and above the original agreement amount. Horizon will not recognize any verbal agreements.

MATCHING

Contractor calls attention of the Owner to the limitations or matching Brick, Siding, and Certain Building Materials, and while Contractor shall make every effort to match existing textures, colors, and planes, exact duplication is not promised.

UNLITIES

Unless specifically stated, electrical work, if included as part of this agreement, contemplates no change to the existing service panel other than the addition of circuit breakers to distribute electric current to the new outlets. Changes to meet code for existing wiring or upgrading of the existing panel is not included in this agreement. Unless specifically included plumbing, gas, waste and water lines are not changed.

CUSTOMER IS RESPONSIBLE FOR PROVIDING NOTICE TO HORIZON OF ANY OBSTACLES TO BE ENCOUNTERED IN CONSTRUCTION OF THE BUILDING

Customer is responsible for giving Horizon correct instructions concerning lot lines, easements, boundaries and location of the building and Horizon assumes no responsibility for placing said building within proper boundary lines nor does Horizon assume any responsibility for surveys or matters of survey. Consumer shall be responsible for building complying with all applicable zoning ordinances, subdivision covenants or any related rules or regulations.

AUTHORITY OF SALESMAN

No agent or salesman has any authority to obligate Horizon by any terms, stipulations or conditions not harein expressed. No verbal conditions made by agents will be recognized. Every condition must be specified in writing on the face of this agreement. This written agreement is subject to the approval of an executive officer of Horizon.

NON-EXISTENCE OF REPRESENTATIONS NOT IN WRITTEN AGREEMENT

This agreement contains the sole and entire agreement between parties. The parties acknowledge and agree that none of them has made representation with respect to the subject matter of this agreement or any representation inducing the execution and delivery hereof except such representations as are specifically set forth herein, and each of the parties hereto acknowledges that he has relied on his own judgement in entering into this agreement. The parties hereto further acknowledges that any statements or represent tion, that may have herefore been made by eny of them to any other are vold and or no effect and that none of them shall have relief thereon in connection with his dealings with others

PAYMENT

Customer shall pay to Horizon the entire purchase price upon erection of the enclosure, and customer agrees not to withhold any of the purchase price even if minor changes, repairs or additions are to be made to the enclosure. In the event Horizon has to institute collection procedures to obtain payment, then customer agrees to pay all costs of collection and responsible attorneys fees incurred by Horizon. Customer further agrees not to use the enclosure until the full purchase price is paid, and customer specifically agrees that by using the enclosure customer has accepted and approved the enclosure. All payments shall be made by check payable to Horizon Sunroom & Spas, Inc. No Checks shall be made to selesman, employees or any other company, subcontractors or

CANCELLATIONS AFTER APPROVAL

If Customer declines to cancel this agreement after the 3 Day Recession Period, Customer agrees to pay Horizon a 15% cancellation fee. If deposit collected does not cover the 15% cancellation fee, customer agrees to pay any balance within 30

WAIVER

Payment shall be made without regard to any counterclaims or setoffs whatsoever, if any exist. All parties to this agreement walve any claim or right to claim consequential, incidental, speculative or exemplary damages, that might or could result from a breach of this agreement by either party.

ARBITRATION

Customer agrees that in the event Horizon must enforce or defend Horizon's rights under this agreement or any matters relating thereof, that Horizon may at Horizon's option, choose to arbitrate any controversy or claim arising out of or relating to this agreement or the breach thereof, before the Better Business Bureau's arbitration system, the American Arbitration Association or any other nationally recognized arbitration association. Customer hereby agrees to submit to binding arbitration as provided herein if Horizon so elects and judgement upon the award rendered by the arbitrator(s) may be entered in any appropriate Florida court. Customer further agrees to put the entire purchase price of this agreement into escrow with the arbitrator(s) selected before arbitration begins.

WAIVER OF RIGHT TO TRIAL BY JURY

All parties to this agreement hereby knowlngly, voluntarily and intentionally weive the right that any of us may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this agreement and any agreement contemplated to be executed in conjunction herewith, or any course or conduct, courses of dealing, statements (whether verbal or written), actions or lack of action of elther party. This provision is a material inducement for each party entering into this agreement

FLORIDA LAW TO GOVERN

This agreement shall be governed by the laws of the State of Florida both as to interpretation and performance. The place of this agreement, it's status and forum, shall at all times be the State of Florida. All matters relating to the validity, construction, interpretation and enforcement of this agreement shall be determined in the appropriate courts of Escambla County, Florida.

If any part of this agreement is held unenforceable, It shall not invalidate or effect any part of this agreement



Building Inspe ons Division

3363 West Park Place Pensacola, Florida, 32505 (850) 595-3550 Molino Office - (850) 587-5770 www.myescambia.com

Automated IVR Inspection System (850) 471-6640

В	DING	DED	MIT
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PERMIT NO. BD141006332

DATE ISSUED: 10/07/2014

MASTER NO: PLU141001593

AIVR Tracking # 624546752001

Permit Type / Sub-Type: I	Residential / Addition	•	Issued By: Venita Owens		
Job Address: 1815 TILLMA Parcel No: 241S3141010000	13 Lot / Block: 000 / 01		Setbacks Front: 25 Back: 25 Left: 14 Right: 14		
Subdivision:	Building	#:	Building Dimensions :		
Flood Zone: X -99: Plus 3 ft	. Freeboard		Length (feet): 14		
Valuation: \$8,000.00	Total Sq Ft : 280		Width (feet): 20 Height (feet): 90		
Occupant Group : No. of Stories: 1	Occupant Load : # of Units :1	Const Type :	Total Permit Fee :	_	

DESCRIPTION OF WORK: 14X20 SCRTEEN ROOM ADDITION****W FAIRFIELD DR T/R ON US 90 W T/R ON PINE

□ Existing

FOREST RD T/R ON TILLMAN LN;

Cont: HORIZON SUNROOMS & SPAS INC

☐ Sewer

Lic #: SS0017

Sanitation:

David GERARD. Rademacher

1257 W NINE MILE ROAD

PENSACOLA, FL, 32534

☐ Septic Tank

Phone: (850) 969-0697

137.50

Owner: OLSON GLENN F 1815 TILLMAN LN Pensacola, FI, 32526

Phone: 79/-6319

WARNING TO OWNER:

YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

A "NOTICE OF COMMENCEMENT" MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION.

NOTICE: All permits require an inspection and work must be inspected before covering. This permit will expire if no work is recorded within 180 days. In addition to requirements of this permit, there may be additional requirements applicable to this property which may be found in public records of this county. There may be additional permits required from other governmental entities such as water management districts, state or federal agencies including, but not limited to, the NPDES permit.

DISCLAIMER: Pursuant to Section 125.022, Florida Statutes, the following information is provided:

For any development permit application filed with the county after July 1, 2012, a county may not require as a condition of

processing or issuing a development permit that an applicant obtain a permit or approval from any state or federal agency unless the agency has issued a final agency action that denies the federal or state permit before the county action on the local development permit. Issuance of a development permit by a county does not in any way create any rights on the part of the applicant to obtain a permit from a state of federal agency and does not create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

This development permit includes as a permit condition that all other applicable state or federal permits be obtained before commencement of the development.

THI	S INSTRUMENT PREPARED BY:
Add	18: DA-10 1040; VAUITAL 1888: 1257 L- 9 m. 1, c. 10 1-14 colon Fl 125 24
STA	NTE OF FLORIDA UNTY OF ESCAMBIA
	NOTICE OF COMMENCEMENT Y/5 3/4/0/0000/3
THI State	E UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida utes, the following information is provided in this Notice of Commencement.
1.	DESCRIPTION OF PROPERTY: (legal description of the property, and street address if available. Attach a separate if necessary)
2.	GENERAL DESCRIPTION OF IMPROVEMENT: 1420 SCARR ROOM
3.	OWNER INFORMATION: CCRNA BCSON SINR Name and address: Interest in property: Owner Name and address of fee simple titleholder (if other than Owner): Ala
4.	CONTRACTOR: (name, address and phone number): HOLIZER HOLR SAFFERMANTS 1257 W MAR MICK RA PRIMERS SC 32524 850-969-8697
5 .	SURETY: . Name, address and phone number:
6.	LENDER: (name, address and phone number)
7.	Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by § 713.13(1)(a)7, Florida Statutes: (name, address and phone number)
8.	In addition to him/herself, Owner designates of
9.	Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified)
CO FLO A N INS	RNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF IMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13 ORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST SPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY FORE COMMENCEMENT.
ST/	COUNTY OF ESCAMBIA
ow	NER'S SIGNATURE ** GLENN FOLSON OWNER'S PRINTED NAME
	foregoing instrument was acknowledged before me this 23 day of SEPTIMEN, 20 14 by CLRNLF. Who is personally known to me OR who has produced identification FL DILLENT VERIFICATION PURSUANT TO § 92.525 FLORIDA STATUTES.
UNI	DER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AND THAT THE FACTS STATED IN IF IT E TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.
	Jan Vlas DAM P RADREMENTE
AU ¹	NATURE OF OWNER OR OWNER'S THORIZED OFFICER/DIRECTOR/PARTNER/MANAGER NOTARY PUBLIC - STATE OF FLORIDA DAVID G. RADEMACHER MY COADUSSION BEREES
SIG	NATORY'S TITLE/OFFICE PRINT OR STAMP COMMISSION DELAME OF NO. 4 P. Commission of the

License ID: COM141100044

Menu

Help

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Summary

CAP Activities (0) **Activity Summary (2)**

Address (1)

Addtl Info

Description of Work:

Condition Status: Condition Name

Statu:

Application Detail: Detail

Application Type: Licenses/Complaints/NA/NA

Address: 1815 TILLMAN LA, PENSACOLA, FL

Owner Name:

Owner Address:

Application Name:

Application Comments:

View Comment **Date**

Application Spec Info.:

NATURE OF COMPLAINT

Complaint:

QUALITY OF WORK AND FAILURE TO CORRECT

PROBLEMS

Plumbing:

Building:

Roofing:

Electric:

All:

Mechanical:

Other:

COMPLAINANT

Complainant Name:

GLEN OLSON

Zip Code:

Address:

1815 TILLMAN

Phone Number:

850-791-6319

City:

PENSACOLA

Cell Number:

State:

FL

VIOLATORS

Violators Name:

DAVID RADEMACHER

Violation Location:

Cell Number:

Address:

1257 W NINE MILE RD

Licensed Professionals Info.:

Building Permit ID: BD141006332 Menu Help **→** Go To **Activity Summary (4)** Address (1) Addtl Info App Specific Info App Specific Info Tables (Permit Activities (0) Summary Description of Work: 14X20 SCRTEEN ROOM ADDITION****W FAIRFIELD DR T/R ON US 90 W T/R ON PINE FOREST RD T/R ON TILLMAN LN; **Apply Date** Severity Condition Status: Condition Name Status Application Detail: Detail Application Type: Building/Residential/Addition/Na Address: 1815 - 0 TILLMAN LN, SFD#, PENSACOLA, FL 32526 Owner Name: OLSON GLENN F Owner Address: 1815 TILLMAN LN, PENSACOLA, FL 32526 Application Name: Attached Aluminum Structure Application Comments: View ID Comment Date Application Spec Info.: PROJECT INFORMATION RESIDENTIAL ADDITION APPLICATION Attached Aluminum Structure CATEGORY: MASTER NUMBER: PLU141001593 Project Name: GENERAL Construction Type: Job Cost: 8,000 # of Floors: 1 Total Square Footage: 280 Septic Tank: Sewer: Existing: ECUA Sewer Tap Number: EHD Septic Tank Approval: Name of Storm: CO / COC COMPLETION CHECKLIST All Re-inspection Fees Paid: Pending Final Flood Elev. Cert. (If NOT 'X' Pending Zone): Final Termite Certificate: Pending Recorded NOC: Pending Comments:: Application Spec Info. Table: BUILDING DIMENSIONS Length Width Height 14 20 90 Total Fee Assessed: \$137.50 Total Fee Invoiced: \$137.50 Balance: \$0.00 Job Value: \$0.00 Parcel No.: 241S314101000013 Contact Info: Name **Organization Name Contact Type** Relationship Address HORIZON SUNROOMS & DAVID Applicant Contractor 1257 W NINE MILE ROAD, PENSACOLA, FL 32534 GERARD RADEMACHER DAVID HORIZON SUNROOMS & Agent for Applicant 1257 W NINE MILE ROAD, PENSACOLA, FL 32534 SPAS INC RADEMACHER





	Primary	License Number	License Type	Name	Business Name
	Yes	SS0017	Special Struct	DAVID GERARD RADEMACHER	HORIZON SUNROOMS & SPAS INC
File Date: Structure:	10/07/2014				
Workflow Status:	Task		Status	Status Date	Action By
	Application Subm	nittal	Accepted	10/07/2014	venita owens
	Plan Intake		Approved	10/07/2014	charles wiley
	Building Review				
	Site Review		Pending		
	Permit Issuance		Issued	10/07/2014	venita owens
	Inspection				
	Certificate Issua	nce			
	Closed				
hoc Task Status:	Task	Status	Status Da	nte	Action By
	40.45.45PF0004				

Tracking #: 624546752001

Required Inspections: Application Status: Issued

1	he's provided, so under the ordinance and statute
2	here in Escambia County, Florida he meets the
3	requirements to take the examination, and we leave
4	it to the pleasure of the Board.
5	MR. MENEZES: Motion to approve.
6	MR. BELL: Second.
7	MR. MATTHEWS: A motion made and seconded to
8	approve. Any discussion? Being none, all those in
9	favor, say aye.
10	(Board members vote.)
11	MR. MATTHEWS: Opposed.
12	(None.)
13	MR. MATTHEWS: Mr. Broderick, you're approved
14	for application for examination.
15	(The motion passed unanimously.)
16	MS. GARRETT: Thanks a lot. Looking forward to
17	doing business with you.
18	MR. BRODERICK: Thank you.
19	MR. MATTHEWS: Good scores. You can't get away
20	without good scores.
21	Okay. Item Number Nine, Written Communication.
22	It appears we have none.
23	MS. GARRETT: That's correct, Mr. Chairman.
24	MR. MATTHEWS: Being none for Item Number Nine,
25	we'll move to Item Ten.

MS. GARRETT: Let me just interject one thing. I would like to have y'all amend the agenda to include new Item 12, which would be New Business, because apparently I deleted that when I was reviewing it, at which time Ms. Crawford is going to address the Board and staff, and that would make Adjournment Item 13.

MR. MATTHEWS: If there are no objections the agenda is amended.

Move into Item 10-A show cause hearing, failure to appear.

MS. GARRETT: Mr. Chairman, we're here for a show cause hearing as a result of Mr. Rademacher's failure to appear at the meeting of August the 5th, I believe it was. At the time, at the conclusion of that meeting, if you will recall, the Board voted to temporary suspend Mr. Rademacher's permitting privileges for 30 days to give him time to appear before the Board on his notice to appear. I believe that Mr. Rademacher is here.

Before I call him up, I would just like to stand firm that as we indicated prior to that, Mr. Rademacher was given constructive notice at the prior meeting in July. He has been very aware of what's going on and we are just waiting for the

Board on this issue. I have a couple of questions for Mr. Rademacher, if I could have him stand up and be sworn, please.

WHEREUPON,

DAVID G. RADEMACHER

was called as a witness and, after having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MS. GARRETT:

- Q. Mr. Rademacher, just a couple of questions for you. Could you briefly explain to the Board why you were not present at their last meeting when the disciplinary hearing was scheduled in this matter on Complaint Number COM11110044 regarding 1815 Tillman Lane. I believe the date was August the 5th, 2015.
- A. That was a meeting I was very anxious to go to, but knew nothing about it. I never got anything in writing, whatsoever. The last thing the Board had said from the July 7th meeting was to arrange a meeting within three weeks, which would have been the 28th, with Mr. Gibson and Olson and myself, which I did do. And I was very anxious to find out when the next meeting was and we could finally get this dismissed so I could pursue it through civil action.
- Q. Were you in attendance at the Board meeting on July 11th?

A. 7th.

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Q. The 7th, I'm sorry. I've got to get my dates straight here. At that meeting are you indicating that you were not told or instructed by the Chairman to be here at that time?

- A. On the 5th, no. I never heard anything about a meeting on the 5th. By the way, I never got anything from that meeting instructing me on it. Usually, you'll get --you know, I'll get from the meeting, I'll get a copy of what was said and what I was supposed to do. I never got any of that either.
- Q. Let me make sure we're on the same page. You were at the meeting in July?
 - A. Yes.
- Q. And you're saying at the end of that meeting the Board did not indicate to you or explain that you were -- you would be here, that they continued it for 20 days to give you the opportunity to meet with Mr. Olson and Mr. Gibson, and then it would be continued at the next board meeting?
- A. Mr. Matthews, at the very end of the meeting, even was unsure if I even heard, so he even stopped everything and he asked me directly: Now do you understand what you are to do? And I said, yes, sir.

And that's what I heard about the meeting to

arrange with Mr. Gibson and Olson and myself. That's what I heard, to be done within 20 days or three weeks, you said, but the actual date, I think, was given in that meeting of the 28th, but I never got a copy from that meeting of all the things that were said or anything else. But I did remember, thank goodness, for the meeting because I'm thanking Mr. Matthews at the end of the meeting for doing that, because I wasn't clear what I was hearing anyway and he cleared it up for me.

But nothing was said about the August 5th meeting, because obviously, when you hear from Mr. Gibson from that last meeting we had, why I would have been very anxious to have had this meeting so I could finally get this over with and pursue it through the civil court.

MS. GARRETT: Mr. Chairman, the minutes from the July meeting clearly indicate that it was mentioned that Mr. Rademacher would be given 20 days to arrange the meeting with staff and Mr. Olson to try to resolve the issue of the concrete. It was also discussed at that meeting that if we went 30 days, the 30 days would be just a little bit before the next meeting and that would throw it another 30 days, which is why the Board changed the motion to 20 days.

At this juncture, just to be able to proceed

1	with the next item, I do believe, and staff is
2	confident, and we stand on the fact that Mr.
3	Rademacher received constructive notice that he knew
4	that that meeting would be going forward. However,
5	staff is not making any recommendation on this and
6	we would appreciate direction from the Board on how
7	you would like to proceed on this matter.
8	MR. MATTHEWS: Do you have a copy of the July
9	minutes?
10	MS. GARRETT: Not with me.
11	MS. HAMPTON: I can get them in a minute.
12	MR. MATTHEWS: I think we need them.
13	MS. GARRETT: I apologize for that. I thought
14	I had picked them up.
15	For the record, on your agenda on item
16	MS. CRAWFORD: There's a member out of the
17	room. Mr. Waters stepped out.
18	MS. GARRETT: We'll wait for him to get back.
19	Mr. Rademacher, you can have a seat if you
20	like.
21	(Mr. Waters returns.)
22	MS. GARRETT: Mr. Chairman, here's a copy that
23	Ms. Crawford had and I've turned it to the page when
24	the conversation came up regarding the 20 days for
25	Mr. Rademacher to meet with staff.

1 MR. MATTHEWS: I would like to read on page 58 2 of the minutes: 3 CHAIRMAN MATTHEWS: The motion is -- and I'm talking to Mr. Rademacher because I just asked 5 him -- do you understand what it is you have to do? Mr. Rademacher responded: Not yet, sir, no. 7 Chairman Matthews: The motion is -- come up so 8 you can hear. The motion is that you meet Mr. Olson 9 and Mr. Gibson and resolve this issue, and you have 10 21 days to do it, and you will come back and report 11 to the Board. 12 Ms. Garrett said August the 5th. 13 Chairman Matthews: On August the 5th. And if 14 it's not done, we will take action then. 15 Your comment after that was: Am I allowed to 16 request an inspection of this ramp before we do 17 anything because --18 Chairman Matthews: You can do whatever you do 19 with Mr. Olson and Mr. Gibson and you. 20 It's clear in the minutes recorded by a court 21 reporter that you were notified of August the 5th. 22 MR. RADEMACHER: I didn't hear the August 5th. 23 MR. MATTHEWS: You didn't hear a lot of things 24 there, Mr. Rademacher, it's obvious from the 25 transcript, when I have to call you up and remind

1 you in front of everybody, when I asked you, come up 2 here so you can hear. You don't hear a lot of 3 things, but it was August the 5th and it's in the public record and it's official. 5 MR. RADEMACHER: I heard the three weeks and that's what I did. I arranged the meeting with 7 Mr. Gibson. We had our meeting. And then if you hear the results of the meeting, you will then know 8 9 why whatever else has happened has happened, because 10 he said there's nothing else that can be done. 11 was it. 12 MS. GARRETT: Mr. Chairman, for the record, 13 could you just clarify that you were reading from 14 the July 5th --15 MR. MATTHEWS: July 5th. I was reading from 16 page 58 of the July 5th minutes as recorded at the 17 meeting. 18 MS. GARRETT: Mr. Chairman, just to pick up 19 from there, the July 21st, 2015 meeting that 20 Mr. Rademacher had with Mr. Gibson present, with 21 Mr. George Olson, the Homeowner/Complainant, David 22 Rademacher, Contractor/Respondent, Harry Gibson, 23 Building Inspector and Donald Mayo, Building 24 Official, and I believe I read this at the last 25 meeting, it stated that a meeting with the above

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mentioned parties present occurred on July 21st, 2015 at nine o'clock a.m. at the Escambia County Central Office Complex in Room 116, located at 3363 West Park Place, Pensacola, Florida 32505. This meeting, after being ordered by the Board to occur, was held to determine a solution to the issue at 1815 Tillman.

After greeting both parties, Mr. Gibson informed Mr. Olson and Mr. Rademacher that there were only two options for correction that would satisfy the Escambia County Building Inspections

Department. Mr. Gibson stated option one would be to grind the hump down level and have an independent engineer submit a statement to the Escambia County Building Inspections Department that the structural integrity of the slab remained intact.

Mr. Rademacher, Contractor, stated that he agreed to this option. However, Mr. Olson, Homeowner, did not agree.

Mr. Gibson then stated that option two would be to have the whole slab busted out and removed and have a complete new slab repoured. Mr. Olson, Homeowner, agreed to this option as long as the new slab being poured was flush with the threshold of the existing door. However, Mr. Rademacher,

1 Contractor, did not agree to this option. 2 Since no agreement could be made the meeting 3 was concluded. This was signed by both Mr. Gibson and Mr. Mayo. 5 And just to indicate that the Board meeting occurred on July the 7th, and this meeting occurred 7 on July the 21st, so as far as that goes, he 8 complied with the 20 days. 9 MR. MATTHEWS: Twenty-one days. 10 MS. GARRETT: Twenty-one days of getting the 11 meeting done, and what we're talking about this 12 particular block in time is the failure to appear at 13 the last meeting and what direction, if any, the 14 Board wants to take on that, whether -- you know, 15 you can take no action. The Board could, you know, 16 just -- we'll leave that to the discretion of the 17 Staff has no recommendation regarding that. Board. 18 MR. MATTHEWS: Entertain a motion from the 19 Board. 20 MR. RADEMACHER: Thank you. On the August 5th 21 in the afternoon, a representative from here hand 22 delivered a letter, whistling as he came in, like 23 that's really not appropriate, and that's when read 24 it and it said my license was suspended.

Because of that I have lost -- I have \$17,600

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worth of deposits I have to refund to customers that I don't even have. I don't know what's going to happen. That's why I'm a wreck right now because of what's happened.

This was a meeting, obviously, I had every intention of wanting to come to because I thought it was finally going to be over. There's just no reason in the entire world why I would not have wanted to be at that meeting. That's why -- I can't tell you any more than that, that I just did not hear the date of that meeting.

All I remember was that you even asked me, do you understand, and that's at the very end, probably the last statement in the minutes, about the meeting with Mr. Gibson. And I said, yes. I did hear that and that's why I complied. That's all I can say. I'm sorry. I did not hear the August 5th, because I was anxious to come to this next meeting, obviously.

MS. GARRETT: Mr. Rademacher, if I may, if you will recall at that last meeting that you attended, which was in July, I asked you, under oath, if you had been doing any contracting business in Escambia County and at that time your response was no. And of record, your last permit was pulled with Escambia County on March 16, 2015, so the \$17,000 that you

1	have entered into a contract has that been within
2	the last 30 days or was that prior to the last 30
3	days?
4	MR. RADEMACHER: It was just prior to me
5	getting that hand delivered letter, within the last
6	few weeks of that new sales, deposits on new sales.
7	MS. GARRETT: On any of them that may be
8	30 days or more, have you informed the homeowner or
9	provided notice that you could not pull a permit
10	within 30 days?
11	MR. RADEMACHER: That's why I lost two jobs
12	over it, because that was two jobs, two deposits
13	that equal that amount that I lost.
14	MS. GARRETT: And again, you've done no work in
15	Escambia County since the permit you pulled at 4547
16	Whisper Way back in March?
17	MR. RADEMACHER: No contract, no. I'm also a
18	contractor in Alabama. We've been working in
19	Daphne, Robertsdale. That's where my advertising
20	has been going.
21	MR. MATTHEWS: What's the pleasure of the Board
22	on Item 10-A?
23	MR. SCHWARTZ: I would think open for
24	discussion, but to dismiss this just in an effort to
25	proceed on with the pardon my description but the

1	elephant in the room, the situation that started all
2	of this.
3	MR. BELL: I would second that.
4	MR. MATTHEWS: So the motion is to dismiss?
5	MR. SCHWARTZ: Dismiss the failure to appear
6	mainly just because we can then proceed with the
7	other disciplinary hearing, 11.A, and try to get
8	resolve on this, one way or another.
9	MR. BELL:
10	MR. SCHWARTZ: It's open for discussion.
11	MR. MATTHEWS: Any discussion?
12	MR. PICKETT: My question is if you dismiss it
13	is his license still suspended?
14	MS. GARRETT: You have to take care I'm
15	fixing to bring that up. You have to do a motion to
16	reinstate his license.
17	MR. MATTHEWS: But you can do that after.
18	MS. GARRETT: As long as it's done.
19	MR. MATTHEWS: But it has to be done after you
20	dismiss the thing and then you can reinstate it.
21	MR. SCHWARTZ: My question on that then while
22	we're still in discussion, wouldn't that be
23	dependent on the outcome of 11.A?
24	MS. GARRETT: That's true.
25	MS. CRAWFORD: If I may just interject,

Meredith Crawford. You could dismiss the action 1 2 that you took in that you're not going to have any 3 punishment for the failure to appear. If, though, you find that there's a violation under Chapter 18 5 and you want to take that action and suspend permitting privileges or suspend his license, you 7 could do that in response to the second part of 8 this. 9 On this part, because you dismiss, there would 10 no action taken, so his permitting privileges would 11 then be reinstated as a result of the motion to 12 dismiss. 13 MR. MATTHEWS: That would be automatic. 14 MS. CRAWFORD: Failure to appear. 15 MR. MATTHEWS: Then we don't have to vote on 16 that. 17 MS. GARRETT: Because the temporary suspension 18 of permitting privileges was dependent upon the 19 outcome of the failure to appear, not of the primary 20 complaint. 21 MR. MATTHEWS: We have a motion on the floor to 22 dismiss item 10-A. 23 MR. BELL: And seconded. 24 MR. MATTHEWS: And seconded. Any other 25 discussion? All those in favor, say aye.

(Board members vote.) 1 2 MR. MATTHEWS: Opposed. 3 (None.) MR. MATTHEWS: Being none, the failure to 5 appear complaint is dismissed. (The motion passed unanimously.) 7 MR. MATTHEWS: Now we move into Item 11.A. MS. GARRETT: Mr. Chairman, I would just like 8 to -- I believe Mr. Rademacher will remain sworn 9 10 because the two items are related or would we need 11 to swear him in again? 12 MS. CRAWFORD: Has he already been sworn? 13 MS. GARRETT: Yes. 14 MS. CRAWFORD: You remain sworn. 15 MS. GARRETT: You're still under oath. 16 Mr. Chairman, as you all are aware we're here 17 on a disciplinary hearing regarding the complaint 18 filed by Mr. Olson related to work performed by 19 Mr. Rademacher. 20 The issue before the Board today, because the 21 homeowner and the complainant are at a standstill or 22 standoff, but the issue before this Board today is 23 whether or not you find any probable cause -- we 24 found probable cause at the show cause hearing, but 25 whether or not you find that Mr. Rademacher is in

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violation of failure to correct a code ordinance or other law that was set out at the last meeting.

As evidence in support of that, staff would again remind the Board that the area of concrete that failed the final inspection, and there have been no other inspections because they could not come to an agreement within that meeting that was held here with the Building Official and Mr. Gibson and Mr. Rademacher and Mr. Olson, as to whether or not, under the Florida Building Code, under the ordinance or the statutes, that when you see the notation that it was failed because it was not according to plan, and that it was an unsafe hump or ramp, walkway, however it was worded, number one, did Mr. Rademacher make a substantial attempt to correct that. And number two, did he follow the normal procedures of the code and permitting when it was noted by the inspector that that is not according to plan, was there ever an attempt to bring in a revised set of plans to even indicate it was there. Irregardless of who authorized it and who requested it, that's not the issue.

The issue is the inspection failed because it's not according to plans, and there was an unsafe issue that the building inspector failed it for.

So at this time Mr. Rademacher, if the Board will allow me, I would like to ask Mr. Rademacher a couple of questions.

WHEREUPON,

DAVID G. RADEMACHER

was called as a witness and, after having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MS. GARRETT:

- Q. Have you, at any time since at least the February meeting, made any attempt to submit a revised set of plans showing anything indicating that the exit -- the egress or ingress going from the screened enclosure you built into the existing residence was different? Have you submitted anything plan-wise?
- A. No, ma'am, because after three attempts from the Board and myself agreeing every time to remove it or make it conform, the assumption was I was going to remove it was what the last meeting that we met, that's what we thought was going to happen, because when they asked Mr. Olson directly he said yes. And that was like the third time that we've done this where he said yes in the meeting and then after the meeting he'll say no, which happened when I had the meeting with Mr. Gibson. Because he said yes at the meeting with the Board, but then when I had the meeting

with Mr. Gibson he said no. So why would I add it to the plans when it was supposed to be removed?

- **Q**. But any time that a plan goes outside the scope of an approved plan by plan intake, are you aware that the statute requires you to submit, if not a revised set of plans, at least a revised scope of work?
- A. Sure. If the ramp would have stayed, or it does stay, I would definitely have to come back to planning and get it added to the permit, added to the plans.
- **Q**. Can you again explain to the Board why you haven't done it prior to this, with it having been in place for at least six months?
- A. Because every meeting we were talking about having it removed, and I kept agreeing, I'll have it cut out. At one meeting I looked up and I wrote the instructions on how to remove it. If you remember, I turned that in. If it was going to be removed why would I add it to the plans if it's not going to be there?
- Q. But when we received that letter with the ABC how to cut out a piece of concrete, back on June 28th, you were also directed by the Board to include a drawing with a description of what you were going to do. Did you ever, at any time, present a drawing?
 - A. At the next meeting I turned that one in.
 MS. GARRETT: I would like to reserve some more

1 questions, but call Mr. Gibson, if you don't mind. 2 MR. PICKETT: Mr. Rademacher, and maybe I can 3 get a little clarification on this, your customer, the owner of the home, he asked you to cut it out 5 completely. Is that what you agreed upon? 6 MR. OLSON: No, sir. 7 MR. RADEMACHER: The Board suggested that. MS. GARRETT: I guess let's go ahead and swear 8 9 in -- if you will just let me interrupt --10 Mr. Gibson and Mr. Olson, let me go ahead and 11 swear both of y'all in. 12 (Harry Gibson and Glenn Olson sworn.) 13 MR. PICKETT: Let me just say this to 14 Mr. Olson. I know it sounds like when you read the 15 letter, Mr. Olson, the owner, decided, hey, if you 16 do this I will be satisfied. Was there some avenue 17 or some plan that you would be happy when you were 18 out there, and he said no? 19 MR. OLSON: I don't know exactly what you're 20 talking about. What he said I said yes to was when 21 we had the meeting, and Mr. Matthews asked if I 22 would be willing to have the meeting to solve this 23 problem. 24 MR. PICKETT: No, I'm just referring to the 25 meeting when you were on site. Did you have -- did

1	you three come up with some type of method to
2	resolve this that you would accept at that meeting?
3	MR. OLSON: The second suggestion that
4	Mr. Gibson had, I agreed to.
5	MR. PICKETT: What was that suggestion.
6	MR. OLSON: That was to take it out and put it
7	back in flush with the door, where it was supposed
8	to be in the first place.
9	MR. PICKETT: That was my question. If you
10	agreed upon that and that would solve the problem,
11	what was your issue with doing that?
12	MR. RADEMACHER: He wanted to completely tear
13	everything down and rebuild it from scratch, all new
14	concrete. No, sir.
15	MR. PICKETT: You're saying all new concrete.
16	MR. RADEMACHER: That's what he was saying that
17	was what he wanted.
18	MR. PICKETT: Remove the entire floor.
19	MR. RADEMACHER: And I'll repour it, yes.
20	MR. OLSON: Sir, there's a major crack from the
21	threshold all the way across to the south wall
22	underneath the wall. There's another crack that
23	comes from the west wall 90 degrees and goes about
24	eight foot into it. The thing is falling apart
25	already.

1	MR. PICKETT: I understand. I just wanted that
2	clarification. I was thinking that you were talking
3	about just cutting out that area and then repouring
4	that area, but you're talking about the entire
5	floor.
6	MR. OLSON: I didn't have a chance to suggest
7	anything. It was Mr. Gibson who offered the option,
8	sir.
9	MS. GARRETT: Just for the record, at the time
10	of the July 21st meeting with Mr. Gibson and all,
11	Mr. Gibson has not been back out there so he is not
12	aware of any crack, which we will ask him in a
13	minute. Was that the end of your question?
14	MR. PICKETT: Yes.
15	WHEREUPON,
16	<u>HARRY GIBSON</u>
17	was called as a witness and, after having been first duly
18	sworn, was examined and testified as follows:
19	DIRECT EXAMINATION
20	BY MS. GARRETT:
21	Q . Mr. Gibson, if I could ask you a question. The
22	last time you were out at 1815 Tillman Lane, was that the
23	date that you did the inspection requested by the Board?
24	A. Yes, ma'am.
25	Q. And at that time, in your experience as a

1	building inspector, is that hump something that would
2	require a change in plans or a change in the scope of work,
3	was it significant enough?
4	A. Yes, to me, it was a safety hazard.
5	Q . As of today, have you reviewed anything that is
6	related to a change in the scope of work or a change in the
7	plans, previously approved plans submitted by
8	Mr. Rademacher?
9	A. No.
10	MS. GARRETT: That's all my questions for
11	Mr. Gibson.
12	MR. MENEZES: I have a question. Has anybody
13	inspected these cracks that Mr. Olson is talking
14	about?
15	MR. GIBSON: Not that I'm aware of.
16	MR. MENEZES: Mr. Kyles.
17	MR. KYLES: No, sir.
18	MR. BATCHELOR: I have a question. Is a crack
19	a code violation? I thought concrete cracks.
20	MR. GIBSON: It does. A crack is not a code
21	violation.
22	MR. MENEZES: It depends on bad it is. If it
23	doesn't affect the integrity of the slab then there
24	shouldn't be a problem.
25	MR GIBSON: I haven't seen it so I don't

1 If the slab is pulling apart, there should be know. 2 a reason for it. 3 MR. MENEZES: That's why I was wondering. complaining about this crack and no one has been out 5 there to inspect it. MR. GIBSON: Well, this is first I've heard 7 about it. 8 MR. MATTHEWS: It's not in the original 9 complaint. 10 MS. GARRETT: Well, not only that, but it's not 11 a code violation if it cracks. The only thing that 12 we were trying to provide clarification for was if 13 the homeowner had allowed Mr. Rademacher to go in 14 and just like cut a four-by-four piece of concrete 15 out, what would that do to the integrity of the 16 remaining concrete and at this point, you know, 17 they're at a stalemate because Mr. Rademacher wants 18 to go in and sand it down, which could also affect 19 the integrity of the concrete. Mr. Olson wants him 20 to go in and repour the entire concrete floor up to 21 the level of the threshold. So that's where they're 22 at right now. 23 Where we're at is trying to -- this Board to 24 determine that Mr. Rademacher has a violation of

disregard or failure to correct a building code

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1 violation, or any municipal or county building code, 2 ordinance or laws of the state of Florida under 3 Section 18-37(c)(1), which would include failure to correct plans or scope of work, failure to correct 5 the failed inspection, is he at fault because it failed, has he attempted to correct it and so forth. 7 That's the issue that is before this Board. 8 Anything else --9 MR. MATTHEWS: Has nothing to do with it. 10 MS. GARRETT: -- will become a civil issue 11 between the parties. So what we are here for today 12 to resolve this matter is to determine whether or 13 not he has violated a building code or an ordinance 14 or any other law with regard to failure to put the 15 hump in correctly or update his plans or scope of 16 work. 17 MR. SCHWARTZ: I have a question. Do the plans 18 that were provided to the County at the onset --19 maybe the inspector will be able to tell us this or 20 someone -- do they show the elevations respective to 21 the existing room, one way or the other? 22 MR. OLSON: No, they don't. 23 MS. GARRETT: Harry, if you would like to --24 what I'm handing Mr. Gibson is a file copy of the

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County's copy of the plans that were submitted along

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with the permit application when the permit was issued.

MR. GIBSON: The plans do not show the elevation.

MR. SCHWARTZ: Not the hump.

MR. GIBSON: Plans do not show the elevation of the slab, itself, whether it be at the door level or three inches below the door level.

MR. SCHWARTZ: That was the question I had, because this is somewhat an assumption on my part, but I would have to assume the homeowner, knowing his physical conditions or potentially upcoming physical conditions, would have requested the slab to be level or just about level with the now existing sunroom. And when that didn't happen, by summation, please understand, the remedial fix was while the concrete man was out there he says, no problem, we can make a ramp right there. When that happened that opened a whole other can of worms up with the ramp not on the plans, not meeting any type of code and having a safety infraction. If that be the case, in my opinion, the only fix is to take the slab out and put the slab in at the proper elevation as requested by the homeowner.

MR. PICKETT: Let me just ask another question.

1 If we do find him guilty, what is our course of 2 action? What options do we have? 3 MS. GARRETT: As this would be Mr. Rademacher's first time before the Board for any disciplinary 5 action, y'all have like a minimum and a high range. You could do a letter of reprimand, you could place 7 him on probation for a period of up to a year, you 8 could assess a fine in whatever range they have here 9 under 18-37(c)(1), which is disregard or failure to 10 correct a building code violation or any municipal 11 or county building code, ordinances or laws, is \$100 12 fine to a \$5,000 fine and such other penalty as 13 provided herein, which is where it refers to 14 administrative costs. 15 The letter of reprimand or you know, and/or 16 probation, but you really have to make -- for it to 17 meet the definition of going above probation and a 18 letter of reprimand, it has to be an egregious act 19 to warrant suspension or revocation. 20 I've got a question. On that slab, MR. MAGEE: 21 since there was no elevation on the blueprint that 22 was approved, was it illegal at the height that it 23 was poured? 24 MR. GIBSON: No, sir. 25 MR. MAGEE: It wasn't illegal.

1	MR. GIBSON: No, sir.
2	MR. MAGEE: So anyway it was all formed out,
3	rebarred, you inspected it?
4	MR. GIBSON: No.
5	MR. MAGEE: Somebody inspected it.
6	MR. GIBSON: Somebody inspected it.
7	MR. MAGEE: So anyway, all that was done. You
8	formed it up and called the concrete guy to come
9	pour it.
10	MR. RADEMACHER: The concrete crew.
11	MR. MAGEE: Whenever the concrete crew was
12	there was anybody from your company on the job
13	supervising anything?
14	MR. RADEMACHER: Yes. Not during the whole
15	time, no. At times we were there, yes.
16	MR. MAGEE: So there wasn't anybody there when
17	the concrete was being poured?
18	MR. RADEMACHER: Yes.
19	MR. MAGEE: There wasn't or were?
20	MR. RADEMACHER: Yes, we were. I even came,
21	personally, when it was finished and we were all
22	standing on it, loving it. He was so happy.
23	MR. MAGEE: What I'm getting to whenever the
24	MR. RADEMACHER: He paid me the concrete draw.
25	MR. MAGEE: When the concrete was poured, were

1 you on the job when it was actually poured in the 2 form out of the concrete truck? 3 MR. RADEMACHER: No. Me, personally, no, sir. MR. MAGEE: Okay. Who made the determination 5 that it needed a ramp. Did the concrete man come up and say, well, we've got to have a ramp? 7 MR. RADEMACHER: We always pour one to two inches below threshold because it's a screened room, 8 9 no glass. Water comes in when it rains. 10 MR. MAGEE: So how did he put a slab in? 11 MR. RADEMACHER: After he formed it and poured 12 it, Mr. Olson, then when he realized, saw that it 13 had a one inch, which he could tell by the forms for 14 two days before we poured, where it was going to be, 15 he's the one that said something to my concrete crew 16 and my concrete crew owed me a favor and instead --17 I'm still upset about it. But, yeah, he should have 18 called me, but he went ahead and did it because he 19 wasn't going to charge me for it, because he owed me 20 a favor. So he was just trying to appease my 21 customer. He went ahead and formed it and poured it 22 at Mr. Olson's request. 23 MR. MAGEE: So it was between them and them and 24 not you? 25 MR. RADEMACHER: Yes. Not me, sir.

MR. MAGEE: So if that's the case, after it was done and all this process, you were supposed to correct your problem.

MR. RADEMACHER: No, sir. After it was poured, I came out there and we were walking all over it. He loved it. The ramp was there. And that's when I asked about it, and that's when I found out that he had asked to have it put in. And he loved the ramp. And that was never a part of the complaint. I don't know if the Board is aware of it, but his complaint had nothing to do with the ramp. It was about other things that Mr. Gibson --

MS. GARRETT: Mr. Chairman, I would object to this line of his response, if I may. You know, we are here as result of the complaint regarding the workmanship, the unfinished, incomplete work and, failure to correct. So irregardless of who made the decision to put the hump in there, whether it be Mr. Olson, Mr. Rademacher and/or the concrete man or all three of them collectively, the issue is it failed inspection, number one, for the safety hazard. Number two, it failed because it was not to plans. Number -- well not even a number.

When Mr. Rademacher pulled that permit he is the contractor of record and he is responsible for

1 all activity that occurs on that job site during 2 construction. 3 MR. MAGEE: The only thing that I was getting around to, as well, he did offer to correct it. 5 offered to grind the floor down to level. And I think the problem wasn't due to Mr. Rademacher. He 7 poured the slab at a level that was determined by 8 whatever they showed on the blueprints. It was 9 flat. I don't know about the elevation point of the 10 slab, but that's what he agreed to do because it's 11 on the blueprints. He agreed to pour a slab. 12 wasn't on the job at the time the concrete man was 13 making the pour, the concrete man didn't come up 14 with no idea to make a ramp. Mr. Olson came up with 15 that idea. 16 MR. MATTHEWS: May I interject? The key is --17 she just summarized it -- the contractor has 18 absolute responsibility for everything that takes 19 place on that job. 20 MR. MAGEE: I agree to that. 21 MR. MATTHEWS: It doesn't matter who made the 22 decision. He's still responsible. 23 MR. MAGEE: That's not my question. My point 24 is he has agreed to grind the slab down. Now, what 25 if he had said we'll tear the guy's house down to

1 lower it to meet the slab? You know, the 2 contractor, he's got the license, he needs to be 3 able to determine how he's going to repair it. MR. MATTHEWS: What are the two things on the 5 letter? There are only two options. The two options were to grind it down and have an 7 independent engineer submit a statement to the 8 County Building Inspections Department that the 9 structural integrity of the slab remained intact. 10 Mr. Rademacher agreed to do that, but Mr. Olson 11 didn't. MR. MAGEE: But, again, how far can you push 12 13 making the repair? It says the contractor made no 14 attempt to make the repair. Well, he did. 15 offered to grind the slab down. It's not that he 16 didn't make an attempt. He just didn't want to tear the whole structure down, take the slab out and put 17 18 a new one in and build another house. 19 MR. SCHWARTZ: Mr. Chairman? 20 MR. MATTHEWS: Go ahead. 21 MR. SCHWARTZ: Mr. Olson, on the initial 22 contract when you met with people from Horizon Sunrooms --23 24 MR. OLSON: Ray Parker was the salesman who 25 came to my house. It was my wife and I at the

kitchen table with him.

MR. SCHWARTZ: Was there any discussion at that time, whatsoever, about the elevation of the slab relative to the existing room? If so, what was that?

MR. OLSON: My wife and I both said we wanted it flush with the bricks coming out of the threshold. I told you about my legs in the future; that I wanted to be an able to put the wheelchair out there.

Now, my wife also wanted it flat with the threshold. Now, this threshold connects to an existing sunroom, so there's no reason to drop it down for drainage. It's already there in the sunroom to the house threshold.

If he had told me he was going to do it two inches low or whatever, we would never be here because I wouldn't have hired him, because we wanted it level.

Now, he says I should have known two days before because the forms were up, that it was two inches lower than it was supposed to be. It seems to me when you hire a contractor, the contractor is supposed to show up and take care of that. I never met this man until the day after they poured the

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slab. He was happy to come out there and collect the check. At that time I pointed out the hump and he went into one of his things, oh, you're going to love it. This is wonderful. He says I loved it. Absolutely not.

I don't know. You are starting to understand what I've been dealing with for a year now. We wanted it level with that. Not only that, underneath the concrete, the sand that was put in there was never compacted. That is in the contract. I've got pictures to show you. My dog track is deep in the sand. It wasn't compacted. That's why it's cracking up and falling apart now.

MR. SCHWARTZ: Mac, that's kind of where I was going with this. My opinion, if the slab had been poured at the proper elevation for what the homeowner had requested, there would be no hump, there would be no grinding, there would be nothing. So the issue, in my opinion, fell short from communications from the salesman to the concrete contractor that he probably subs to, as to what the final elevation would be, and if it were done accordingly, none of us would be here talking about it. That's my opinion.

MR. BELL: But is that -- aren't we charged

1 with just determining if he went outside the plans, 2 correcting the action and those kind of things, not 3 the level and qualities or any of that? MR. SCHWARTZ: Oh, I agree with you 5 100 percent. To that end, to try to satisfy the homeowner, the ramp was built and this can of worms then erupted. So the ramp was a patch to solve the 7 problem from the initial contract, which we're not 8 9 going to deal with. We're dealing with the ramp now 10 and the homeowner does not want it ground down and 11 the County says it can't stay. 12 MR. MATTHEWS: Can I put it in summary, two 13 Item number one, was the job completed in items? 14 accordance with the plans? Yes or no. 15 MR. SCHWARTZ: No. 16 MR. MATTHEWS: That's a violation of the code, 17 violation of the statutes. 18 Item number two, when it was inspected was that 19 inspection corrected? Was failure of the inspection 20 corrected? What's your answer? Yes or no. 21 MR. BATCHELOR: No. MR. MATTHEWS: No, it was not. That's what 22 23 we're really looking at. 24 MR. BELL: But I think that because -- there 25 were two options that were offered to him by the

1 inspector. 2 MR. MATTHEWS: That's to fix it after the 3 inspection. MR. BELL: I know, but he has not fixed it 5 because there were two options offered. He chose one, the owner chose the other, so now I think 7 that's -- he's willing to fix it to meet standards for the building inspector, but it's not going to 8 9 meet the standards for the homeowner, so I think 10 that's outside our issue as far as that goes. 11 the violation of the plans not meeting and all that 12 kind of stuff, I think that's something we need to 13 address, if I'm correct. 14 MR. MATTHEWS: What is the pleasure of the 15 Board? 16 MR. PICKETT: You can't separate those two 17 violations, can you? You can or you can't? 18 MS. GARRETT: Talking about the failure to 19 revise the plans and the failure --20 MR. MATTHEWS: Not the failure to revise the 21 plans. Was the project built in accordance with the 22 It had nothing to do with revised plans or 23 anything else. Was it built in accordance with the 24 plans, and the answer is no. MR. PICKETT: That can be one. 25

1 MR. MATTHEWS: The second one was they went out 2 and inspected and it failed the inspection, and the 3 contractor has not responded to the inspection report to fix it. 5 MR. BATCHELOR: He has responded. The homeowner has turned it down. 7 MR. MATTHEWS: No, he hasn't responded. He's offered to do it. He hasn't done it. 8 He hasn't fixed it. 9 10 MS. GARRETT: I think that -- to clarify the 11 second -- the first one is correct. To clarify the 12 second one, it's not where he's responded to the 13 homeowner or complainant, but whether he's complied 14 with the request of the Building Inspections 15 Department and/or this Board in regard to how it 16 would be fixed, and has he provided the 17 documentation, you know, revised scope of work. 18 MR. PICKETT: The engineer study. 19 MR. MATTHEWS: He was asked to provide the 20 plans to fix it and he did not do that. 21 MR. PICKETT: If even the customer didn't 22 approve, he should have at least done his due 23 diligence. 24 MS. GARRETT: I'm almost positive that in the 25 meeting prior to July, before the Board gave him the

1 directive for Mr. Rademacher to get with Mr. Olson 2 and Mr. Mayo and Mr. Gibson, that it was a directive 3 to get an engineering report, which he never did. But then he did submit a letter, without the drawing 5 this Board directed, and then the drawing was submitted after the last meeting Mr. Rademacher 7 attended. MR. BELL: The resolution to the issue we had 8 9 with the last one was supposed to be resolved at the 10 meeting prior to the 21 days. 11 MS. GARRETT: It should have been resolved but 12 it was an impasse. 13 MR. BELL: Right. Because he didn't do so many 14 things we said, okay, last chance, meet with the 15 inspector and see what the options are to correct. 16 Two options presented. He chose the one. That's an 17 issue for someone else to decide. 18 The violation of the plans I think is the only 19 issue I see an issue with. They didn't conform to 20 the plans submitted. 21 MR. SCHWARTZ: I have to disagree. 22 MR. MAGEE: Well, the only problem, even with 23 the violation of the blueprints there was still the 24 concrete -- it was going fine until the concrete man 25 put a hump on it, and I don't feel like he

intentionally, himself, violated the plans that were turned in, because if he wasn't on the job. The concrete guy did something, you know, you can't put in him jail for that. You might go put the concrete man in jail and make him pay for removing the building and removing the concrete because he's the one that really screwed up.

MR. SCHWARTZ: I still disagree. If I were a customer and knew that I was going to be wheelchair bound within a certain period of time and I'm having something built, it has to be accessible for me. I have to be able to use it.

By his statement, this was told to the salesman, I want this slab level. That's where the communication broke down, between the salesman and whoever it went downstream. The unit was not built according to the wishes and desires of the homeowner and that falls back on the contractor. You can talk about the hump all they want. If they had put the slab at the proper level, we would not have a problem.

MR. PICKETT: The only thing about that, that's not what we're discussing. It seems like we're discussing you built something that was unsafe and he was in violation for doing something unsafe and

he's held responsible because he's the general contractor. I know the actual concrete person may have poured it, but he's responsible for the job, just like if I'm the engineer for a job, if I turn it in, I don't blame the linemen. It's my responsibility. So I feel like it's his responsibility to check it and fix it, and then if he was going to do his due diligence he should have went through talking to the engineer and getting that study done and turned that in.

If the customer did not agree upon that, he would have a leg to stand on, but he did not do that, so he has no leg to stand on. He's in violation, and what I feel like he is in violation we need to decide on what's going to be his punishment.

MR. MATTHEWS: At this juncture -- we can discuss it for a long time -- let's get a motion on the floor.

MR. MENEZES: Motion to go to disciplinary action.

MR. MATTHEWS: We're already there. We've got to define is he in violation of state statutes, codes and Escambia County ordinances. We need a motion.

1 Do we have a copy of Count I? MR. BATCHELOR: 2 MS. GARRETT: We've got one count. 3 MR. PICKETT: I make a motion to find him guilty of that one count. 5 MR. SCHWARTZ: Second. MR. MATTHEWS: A motion has been made and 7 seconded, guilty of the count of failure to correct it or to build it in accordance with --8 9 MS. GARRETT: Well, the count 18-37(c)(1), 10 disregard or failure to correct building code 11 violations, or any municipal or county building 12 code, ordinances or laws of the state of Florida, 13 \$100 to \$5,000 fine, and such other penalty as 14 provided herein, which goes back to the letter of 15 reprimand, probation --16 MR. MATTHEWS: We're not talking about 17 penalties yet. We're just talking about finding him 18 guilty. 19 MR. RADEMACHER: Can I please ask a question? 20 This is driving me -- I have tried. I've never said 21 I've been trying every time we come here. 22 will correct it any way possible. I want to correct 23 any discrepancies, but the homeowner won't allow me 24 What more can I -- I don't know what more I can to. 25 do. This is crazy. It's a Catch 22.

1 MS. GARRETT: Mr. Rademacher --2 MR. RADEMACHER: So I'm guilty no matter what 3 then? MS. GARRETT: No, sir. That's not the issue. 5 MR. RADEMACHER: I'm trying to correct it. Instead of removing it, how about letting me get 7 with Mr. Gibson and meet him out there. I'll make 8 it however they want it. If you want it more sharp 9 on the edges, I can do that, anything. I don't 10 care. 11 MS. GARRETT: Mr. Rademacher. 12 MR. RADEMACHER: I wanted to comply. 13 MS. GARRETT: The issue is you have testified 14 many times that you were out there within a day or 15 so, three days of the concrete being poured, you 16 were actually standing on it, you saw the hump, but 17 yet, as of today, you have still failed to follow 18 the Florida Building Code, the Florida Statutes and 19 the Escambia County ordinances to present to 20 Building Inspections Plan Intake a modified set of 21 plans or modified scope of work. That is a 22 violation. 23 MR. RADEMACHER: I never had a chance. 24 MS. GARRETT: Mr. Rademacher --25 MR. RADEMACHER: When we had the meetings y'all

were talking about removing the ramp, so if I was going to remove it, why would I put it on the plans if it was going to be removed?

MS. GARRETT: You would have had to submit another set of plans. This is not a new contractor year for you. When you became a contractor you signed that oath or statement, whatever you signed when you registered with Escambia County and the State of Florida, that you were bound to comply with all Florida State Statutes, the Florida Building Code and the Escambia County Code of Ordinances. And contained within at least two, if not three of all of those publications, it states first and foremost, somewhere in there, that the contractor of record is responsible for all activity that occurs on the construction project.

MR. RADEMACHER: Definitely.

MS. GARRETT: The second thing is that it states somewhere in one or all three of those that if a construction project changes within the course of construction and the plans do not reflect the work that has gone on or going on on a job site, it is a requirement that those plans be brought in, go back through review, no matter how insignificant or how major, get a new date, the permits revised so

1 that the inspector knows what he's going out to look 2 at, and that has not occurred and this has been 3 ongoing for nine months, eight months. Is there a time frame from the MR. RADEMACHER: 5 time? I thought as long as I had it corrected before I called for any inspection, would I be 7 allowed to have it changed? MR. MATTHEWS: Mr. Rademacher, it says nothing 8 9 about inspection. It says that if the job is not in 10 accordance with the plans, you have to submit a new 11 set of plans that shows what you -- it's like 12 as-built versus. 13 MR. RADEMACHER: Okay. And I agree to that. 14 MR. MATTHEWS: But you didn't do it. 15 MR. RADEMACHER: I never was given --16 MR. MATTHEWS: Excuse me. You have been told 17 to do that. We can go back to the minutes. 18 there anybody on this Board that didn't hear him 19 told to present new plans showing what the current 20 thing looks like? He's been told and he hasn't done 21 it. 22 MR. RADEMACHER: If you read those minutes, I 23 was instructed -- you wanted instructions on how I 24 was going to remove the ramp and I did that. 25 MR. MATTHEWS: It was the plans to install the

1 ramp, not how you were going to correct it, the 2 plans to install the ramp because the ramp appeared 3 there, which is not on those drawings. MR. RADEMACHER: What's the time frame? 5 MR. MATTHEWS: There is no time frame. MR. RADEMACHER: I'm saying if -- I've never 7 been in front of the Board, and I was doing a job and I thought as long as I had the plans corrected 8 9 before I ever called for inspection, isn't that all 10 I was, as a contractor, be required to do? If I see 11 there was a ramp put in without my knowledge, is 12 there a code that says I have 24 hours to submit new 13 plans? 14 I figured I had until I was ready to call for 15 an inspection. I would have it done before I called 16 for inspection. I never got the chance, because all 17 this came about before I had a chance to do 18 anything. 19 MR. MATTHEWS: Mr. Rademacher, you cannot use 20 that analysis now. We've been at this problem for 21 over six months. 22 MR. RADEMACHER: Yes, sir. 23 MR. MATTHEWS: You have done nothing about 24 getting new plans, absolutely nothing. 25 MR. RADEMACHER: Because all we're talking

1 about at the Board is removing the ramp. I was not 2 instructed to do that, to go to the planning board 3 and have them. MR. MATTHEWS: Yes, you were. 5 MR. RADEMACHER: It was instructions on how to remove it is what you asked. 7 MS. GARRETT: In regard to a time frame, as the 8 contractor, and this is not your first construction 9 site, you would know that if you have something that 10 has occurred on a job site that has changed from the 11 approved plans, would you continue to work under the 12 wrong set of plans for a day, a month, a week 13 anticipating --14 MR. RADEMACHER: That's entirely different. 15 There would be structural changes and what have you. 16 No, this was just the adding of a ramp. It required 17 no additional work of any kind, nothing. All I had 18 to do was go down here to planning and say I just 19 put a three-foot ramp on here, and we were done. 20 MR. MATTHEWS: No more discussion from the 21 general audience. This is now Board discussion 22 only. 23 MS. GARRETT: The County rests. 24 MR. MATTHEWS: We have a motion on the floor to 25 find him guilty.

1 MR. BELL: And I think there's a second. 2 MR. MATTHEWS: And there's a second. 3 MR. BELL: One quick question. I know this is drawing this thing out again for another question. 5 If the homeowner says, will you pour me a ramp Mr. Concrete Guy, is there a permit required for 7 that activity? Okay, I've built all this stuff for 8 the individual. This is what I'm responsible for, 9 my plans, and then the homeowner says, hey, 10 Mr. Concrete Person, would you put a ramp here. 11 MR. MATTHEWS: The answer to your question is 12 yes, because it changes the initial plans of the 13 parties. And any change, any change, has to be 14 resubmitted to plans for approval, and the permit 15 upgraded so that when the inspector goes out there 16 he knows what he's looking at. 17 MR. BELL: I rest. That was my one question. 18 MS. GARRETT: Because under that, he would 19 either have to have indicated on the plans something 20 for a step that meets the building code requirement, 21 the level or handicap going with ADA. 22 MR. MATTHEWS: And as another thing for 23 discussion, if he had taken the original plans and 24 made modifications to it and resubmitted those 25 plans, the building inspector or the building

1 official could have approved those as is, as 2 changed. It didn't have to be a major set of plans. 3 It could be a notation that something has taken place, he's resubmitted it for approval, it gets 5 approved, the permit gets modified because there's a change in the original permit, therefore, it's 7 approved. This never happened. MR. SCHWARTZ: Mr. Chairman? 8 9 MR. MATTHEWS: Yes. MR. SCHWARTZ: Guess what? I've got a 10 11 question. I guess for the Building Official, can 12 the ramp, as it is now -- not as it is now --13 Can the existing ramp be approved, modified to 14 approve -- or what's wrong with the ramp that's 15 there? Obviously, it must have some issues, or is 16 it just the fact that it is --17 MR. GIBSON: Well, I'm not the Building 18 Official. I'm just the inspector, or an inspector, 19 Mr. Mayo is not with us. It does not meet the 20 definition of a ramp, to start with. But before 21 that, it's not on the plans. 22 MR. SCHWARTZ: Right. I totally understand 23 that. What I'm looking at is a step further down 24 the road. Again, from what I said earlier, the 25 homeowner has a feeling he's going to be in a

wheelchair pretty soon. So can that ramp be modified to be usable for him and meet county code?

MR. GIBSON: It could be cut out and made as an actual ramp and meet the requirements of slope and the requirements of a finished edge at the homeowner' okay. I mean, that's major work. To grind it down is major work. That's why we put in there that he would have to have engineering telling us that it did not -- by grinding that out it did not, in any way, alter the strength of that slab, its tensile strength and compaction strength.

Compaction strength may be altered by grinding it. It depends on what you use and how much you use. And that, we would require for that solution, but the homeowner is not -- he's not agreed to that solution.

The other solution was to start over with it, and that Mr. Rademacher is not agreeable with. So there was no middle ground to go to.

MR. SCHWARTZ: I can understand with not wanting it removed. If you're going to be in a wheelchair, you don't need a bump and I can understand that. I'm just trying to see if it's salvageable, that Mr. Rademacher can get it fixed to meet the County requirements.

1 But the point is that does not MR. MATTHEWS: 2 have anything to do with this motion that's on the 3 floor. The motion on the floor, is he guilty of violation. 5 MR. SCHWARTZ: Of course. MR. MATTHEWS: This is after the fact, if he 7 has to make some correction. Now, we've got motion 8 on the floor. Anymore discussion? Being no 9 discussion, all those in favor of the motion to find 10 guilty violation of Escambia County ordinance 11 signify by saying aye. 12 (Board members vote.) 13 MR. MATTHEWS: Opposed? 14 (None.) 15 MR. MATTHEWS: At this point in time we go for 16 the penalty phase. Motion passes by the way, with 17 no objection. 18 (The motion passed unanimously.) 19 MS. GARRETT: The ordinance sets forth under 20 18-37, Paragraph C, as set out below, the Contractor 21 Competency Board may revoke, suspend or deny the issuance or renewal of the certificate of the 22 23 contractor, impose a fine not to exceed, place a 24 contractor on probation, or reprimand, or censor, or 25 require restitution by a contractor or any

1 combination thereof, if the contractor or business 2 entity or any general partner, officer, director, 3 trustee or member of a business entity for which the contractor is the qualifying agent, is found guilty 5 of any of the acts as outlined in this article, the following guidelines for violations of this section 7 shall be used in the following disciplinary actions. For the violation that Mr. Rademacher is before 8 9 you with, which is subparagraph one, it's disregard 10 or failure to correct building code violations or 11 any municipal or county building code, ordinances or 12 laws of the State of Florida, \$100 to \$5,000 fine 13 and such other penalty as provided herein. 14 MR. MATTHEWS: I would like to recommend we 15 consider a letter of reprimand, six months probation 16 and a fine of \$200. 17 MR. MAGEE: Motion to same. 18 MS. GARRETT: Staff would ask that the Board 19 consider administrative costs. 20 MR. MATTHEWS: And I'll modify that to add 21 administrative costs. 22 MR. MAGEE: I would like to add the 23 administrative costs. 24 MS. GARRETT: And to reserve jurisdiction for restitution. 25

1	MR. MATTHEWS: So be it.
2	MR. BELL: That's your motion?
3	MR. MATTHEWS: Mack, that's your motion.
4	MR. MAGEE: I make the motion.
5	MR. BELL: Second.
6	MR. MATTHEWS: Any discussion?
7	MS. GARRETT: You said six months probation?
8	MR. MATTHEWS: Six months probation, \$250 fine,
9	administrative costs, and we retain jurisdiction.
10	Any discussion? Being no discussion, all those
11	in favor, say aye.
12	(Board members vote.)
13	MR. MATTHEWS: Opposed.
14	MR. SCHWARTZ: Aye.
15	MR. MATTHEWS: One objection. The motion
16	passes.
17	(The motion passed with Mr. Schwartz opposed.)
18	MS. GARRETT: Mr. Chairman, at this time I
19	would like to go on the record and advise
20	Mr. Rademacher of Section 18-59, which he will also
21	get in writing, which is the information regarding
22	an appeal to the Board of County Commissioners, that
23	you will have 20 days from today to submit a
24	petition for review to the Board of County
25	Commissioners. And at that time the Board would do

1	the same, like we do in another day, we'll have a
2	motion to
3	MR. RADEMACHER: I'm sorry. I need everything
4	said again, please.
5	MS. GARRETT: You will get it in writing.
6	MR. RADEMACHER: I will get it in writing?
7	MS. GARRETT: Yes, sir, but I'm going to give
8	you this section.
9	MR. RADEMACHER: You promise?
10	MS. GARRETT: Yes, sir. But I'm going to hand
11	you 18-59 right here. If the record would reflect
12	that I'm handing Mr. Rademacher page 16 of 56, which
13	is a copy of Section 18-59 under Appeals, which
14	gives him the instructions for appeals.
15	That's all I have at this time.
16	MR. MATTHEWS: Anymore on this issue? Being
17	none we do have Item 12 after.
18	MS. GARRETT: This concludes the disciplinary
19	hearing.
20	(The proceedings concluded at 3:17 p.m.)
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22	
23	
24	
25	

1 CERTIFICATE OF REPORTER 2 3 STATE OF FLORIDA COUNTY OF ESCAMBIA 4 5 I, LINDA V. CROWE, Court Reporter and Notary 7 Public at Large in and for the State of Florida, hereby 8 certify that the foregoing Pages 2 through 61 both 9 inclusive, comprise a full, true, and correct transcript of 10 the proceeding taken on Wednesday, September 2, 2015; that 11 said proceeding was taken by me stenographically, and 12 transcribed by me as it now appears; that I am not a 13 relative or employee or attorney or counsel of the parties, 14 or relative or employee of such attorney or counsel, nor am 15 I interested in this proceeding or its outcome. 16 IN WITNESS WHEREOF, I have hereunto set my hand 17 and affixed my official seal on 22nd day of September 2015. 18 19 LINDA V. CROWE, COURT REPORTER 20 Notary Public - State of Florida My Commission No.: EE 860695 21 My Commission Expires: 02-05-2017 22 23 24 25

1	City, too?
2	MS. GARRETT: Right. And I don't know
3	about the City, but I'm sure they would have
4	told me something when I called and said he's
5	a habitual frequent flyer or, you know,
6	whatever. So staff
7	MR. MATTHEWS: He got a permit and it
8	passed.
9	MS. GARRETT: And even though it was
10	after-the-fact, I don't think he'll have a
11	problem getting a permit in the future.
12	But as I was going to say, the part about
13	the monies that are in dispute, that's a civil
14	matter and this Board can't address it.
15	MR. MATTHEWS: Any other discussion?
16	Being none, all those in favor, say aye.
17	(Board members vote.)
18	MR. MATTHEWS: Opposed?
19	(None.)
20	MR. MATTHEWS: Being none, the motion
21	passes.
22	(The motion passed unanimously.)
23	MR. MATTHEWS: The complaint is dismissed.
24	MR. JOHNSTON: Thank you, sir.
25	MR. MATTHEWS: I think we're moving into

1 the disciplinary hearing Item 12.A. 2 MS. GARRETT: Give me just a second. 3 lost my agenda here somewhere. MR. MATTHEWS: You and me both. It's a 5 hell of a Wednesday. MS. GARRETT: The next matter that is 7 before us, Mr. Chairman, is a continuation of 8 a disciplinary hearing that was continued from 9 the July 9th meeting regarding David G. 10 Rademacher, d/b/a Horizon Sunrooms, Complaint 11 No.: COM11110044. His Certificate of 12 Competency Number SS0017, regarding 1815 13 Tillman Lane. And the Complainant/Homeowner 14 is Mr. Olson, who is present. 15 At this time I would like to bring him 16 forward to swear him in in the event that I 17 have questions or you have questions. 18 (Glenn Olson sworn.) 19 MS. GARRETT: Mr. Olson, if you would just 20 have a seat right here and let me kind of 21 catch the Board up on where we're are. 22 At your last meeting you continued it for 23 21 days for Mr. Rademacher to take certain 24 During that time, Mr. Rademacher did actions. 25 show up to Building Inspections demanding to

meet with Mr. Gibson and to meet with Mr. Mayo, and Mr. Olson was present also at that meeting. During that meeting the things that were discussed was the concrete issue with the hump and how to resolve it.

At that time I believe Mr. Mayo informed him that he could not speak to him on anything dealing with the Board because he does not involve himself in Board issues, but that if he had any questions as far as interpretation he would try to assist him.

Basically, the outcome of that meeting was -- and it was held on July 21st here at our building. Mr. Gibson informed both parties that there were only two options for correction that would satisfy the Escambia County Building Inspections Department.

Option one being to grind the hump down level and have an independent engineer submit a statement to Escambia County Building Inspections that the structural integrity of the slab would be intact.

Mr. Rademacher, according to the signed statement of Mr. Gibson's has given me,
Mr. Rademacher stated he agreed to this

option. However, Mr. Olson, did not.

Mr. Gibson then stated that option two would be to have the whole slab busted out and removed and have a complete new slab repoured.

Mr. Olson agreed to this option, however,

Mr. Rademacher did not.

Since no agreement could be made and they seemed to be at an impasse, that meeting was concluded with no further action.

I would for the record like to state that Mr. David Rademacher was put on constructive notice of this meeting on July 9th. On July 21st he was again informed of the continuation of this disciplinary hearing and at this meeting it was made very clear to him that if he could not resolve this matter that the Board was going to entertain some type of action.

The failure on Mr. Rademacher's part from a staff point of view to even attempt to get an engineering letter is somewhat concerning. However, the fact that he's not present today is even more concerning to the staff.

Mr. Olson, he did not want the hump ground out. The simple thing to do would have been

to repour the concrete.

2 3

hearings the many times that we've been here

all the information that is required for this

So at this point I believe that in past

5

Board to make a decision is of record.

Additionally, I would say that Mr. Olson,

7

get his screened enclosure. And I can't speak 8

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for him, I'm just saying that he is possibly

I believe, is going to pursue other means to

10

going to be entertaining other remedies to

11

rectify the problem with the screen room.

12

I would ask that whatever this Board does at

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this point that you reserve jurisdiction for

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restitution of financial harm that he maybe

15

suffered or may have to suffer that he does

16

jurisdiction that he might seek help from.

17 18

MR. MATTHEWS: What are our options?

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Board is pretty much in a situation where you

MS. GARRETT: At this point in time the

20 21

could move to suspend his permitting

not get reimbursed for in any other

22

privileges. You could move to temporarily

23

suspend his license. He's not State

24

Certified. He is State Registered, so,

25

therefore, he holds a County license.

could revoke his license.

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You know, he does pull a fair amount of permits for screen enclosures. I did notice the other day that one of his advertisements now says he's doing some type of addition work, which I'm not sure his license covers. I haven't had a chance to take a look at it.

However, it's up to the Board. Under the ordinance, under 18-37, it gives you the -- if y'all look at the ordinance that I passed out to you on page -- let's see here -- on page six and seven of 25 -- actually, what I'll be looking at is on page seven, paragraph C. It says:

The Contractor Competency Board may revoke, suspend or deny the issuance or renewal of the certificate of a contractor, impose a fine not to exceed \$5,000, place a contractor on probation or reprimand or censure or require restitution or any combination thereof.

Or if the business entity or any general partner, officer, director, trustee or member of the business entity for which the contractor is the qualifying agent, if found

1 guilty of any acts as outlined in this 2 article, the following guidelines for 3 violations for this section shall be used in the following items one through 12. 5 In this particular incident I believe that the only thing we could find under the code, 7 because the code has got gray areas on a lot of the issues that Mr. Olson has, was the 8 9 failure under Paragraph C(1), the disregard or 10 failure to correct building code violations of 11 any municipal or county code, ordinances or 12 laws of the State of Florida. Which you can 13 have a fine, according to our ordinance, \$100 14 to 5,000 and such other penalty as provided 15 herein, which goes to the paragraph above. 16 MR. MATTHEWS: Restitution. 17 MS. GARRETT: You can fine, you can order 18 restitution, you can also suspend, 19 temporarily. You know, you can -- I mean, it 20 sets it out right there in paragraph C(1) for 21 that particular charge, what you would like to 22 do. 23 MR. MATTHEWS: The thing about 24 restitution, we don't know what it will be.

That's why I was asking that

MS. GARRETT:

1 we reserve on restitution. 2 MR. MAGEE: I didn't quite understand. Whoever they went before, they said it was all 3 right to grind the concrete down to level? 5 MS. GARRETT: If he obtained an engineer's letter certifying that it would be 7 structurally sound if they did that. And Mr. Rademacher --8 MR. MAGEE: Well, the concrete was 10 probably porous when the whole slab was 11 The ramp was an after-the-fact deal poured. 12 that the concrete man did because somebody had 13 not put the slab to the correct elevation, if 14 that's a code. I don't know if there's a code 15 that says it has to be uniform. You know, I 16 don't know what the code is. 17 Well, Mr. Magee, MS. GARRETT: 18 respectfully, the hump was done at the same 19 time the concrete was poured. It was not an 20 after-the-fact. 21 MR. MAGEE: Because there was a problem at 22 that time. But it didn't reduce the thickness 23 of the concrete for entire slab including the 24 part for the ramp. So if the concrete was 25 ground down to that level it would still be

1 the same thickness as the rest of the 2 concrete, so if that's a cure --3 Did you deny to have it done or who didn't want it done, the grinding? 5 MR. OLSON: I didn't want it done because I wanted the floor at the level of the 7 entrance. And as far as the structure of that concrete area, there is a crack that runs from 8 9 the threshold all the way across to the south 10 wall. The whole distance across the concrete 11 pad has a huge crack in it. It runs through 12 the ramp. 13 MR. MAGEE: That has nothing to do with 14 the ramp at all. That's another whole issue. 15 MS. GARRETT: Again, Mr. Magee, 16 respectfully, it was failed for the safety 17 issue by the building inspector and the 18 building inspector --19 MR. MAGEE: Well, if it was ground down, 20 though, that would eliminate the safety issue. 21 MS. GARRETT: Well, the building inspector 22 will not accept that without an independent 23 engineer's sealed letter stating that it will 24 not compromise the rest of the concrete. 25 MR. MAGEE: Well, does the contractor

1	agree to get an engineer if it was ground
2	down?
3	MS. GARRETT: He agreed to that option.
4	MR. MAGEE: Does the crack go across the
5	ramp?
6	MR. OLSON: The crack comes from the
7	doorway right through the center through
8	the
9	MR. MAGEE: Does it come across the ramp?
10	MR. OLSON: Through the center of the ramp
11	all the way to the other wall.
12	MR. MAGEE: Okay. So that's an issue
13	anyway without the ramp period.
14	MS. GARRETT: That was the concern of the
15	building inspector, that if they were to grind
16	down the area of the four-by-four square
17	MR. MAGEE: The crack goes all the way
18	through regardless of whether you grind it or
19	not.
20	MS. GARRETT: Right. Right. Mr. Gibson,
21	his concern was that if they ground down or
22	cut out that section to, you know, repour and
23	make it, you know
24	MR. MAGEE: Well, they weren't going to
25	repour it, they were going to grind.

MS. GARRETT: But what I'm saying, either grind -- at first they were talking about cutting out and then, you know, grinding down, but both of those would have required an engineer's letter. And the split in the concrete all the way to the opposite side of room was a concern of the building inspector, which is why he requested this.

So as of this point that particular structure is still under a failed inspection.

MR. BELL: I've got a question. On the -If he came in and said I would fix it this way
subject to getting a letter from an engineer
qualifying it, but that suggestion was
rejected as a conclusion -- as resolution, but
it would have resolved the issues as far as
we're concerned as far as permitting. Would
it be reasonable to expect him to go get an
engineering report if it was already rejected
as a solution?

MS. GARRETT: I would not think -- I mean, I'm sure that's why he didn't do it. But that still doesn't excuse his not being here to defend why he chose not to repour the floor to fix, you know, the overall problem.

MR. MATTHEWS: He's not here to defend his 1 2 decision. 3 MR. MAGEE: In order to repour, though, you've got to take all the building down and 5 take the floor out, put a new floor in and then put a new building on it. That's a 7 little bit different instead of an alternative method in grinding the floor down. I don't 8 9 think crack in the concrete was part of the 10 solution. 11 MR. MATTHEWS: May I state that the Board 12 is not interested in solution right now. 13 We're interested in what the contractor did or 14 did not do. Right now he hasn't done 15 anything. 16 MR. BELL: There were two options to 17 remediate the situation. He agreed to do one 18 of the two options and was prepared to afford 19 the two options but that was not satisfactory 20 to the homeowner. So I can kind of see. 21 MR. MATTHEWS: In any case he should have 22 been here for this hearing and he's not here. 23 MS. GARRETT: Well, that's staff's -- I 24 mean, as far as staff is concerned, this 25 matter is at an impasse as far as what

Building Inspections can do because one party has agreed and the other party hadn't. At this point it's going to be on the homeowner to go ahead and proceed through other remedies.

Right now, once that's been cleared up, this Board has to determine whether you're going to pursue any disciplinary action against Mr. Rademacher for failing to be here.

In my opinion, there's still an issue of the failing to correct it because the hump was put in there not according to plans and that's also documented through the inspection results in our system.

MR. MENZES: Ms. Garrett, if we suspend his permitting privileges, that would probably wound him to act on this a little faster.

MS. GARRETT: Mr. Batchelor informed him of that at the last meeting. And, you know, he did this last time also. When he was here at the June meeting he was at the main meeting and didn't show up at the June meeting although he was under constructive notice and then he showed up in July, and now he's not here.

And I do know that Mr. Gibson informed me that he was still, Mr. Rademacher was still denying -- he was still denying any culpability in this at all. Ms. Hampton just informed me that he waited until the last day of the 21 days that y'all gave him to schedule a meeting to come in, but it would have been very hard to resolve it within the 21 days.

So it's a matter of what this Board -
MR. BELL: I would think that a fine would
be kind of -- for not showing up and doing
what we asked.

MR. MATTHEWS: I think withholding his permitting privileges will do something. Plus, in a motion, I would also accept that we retain jurisdiction over this until Mr. Olson resolves the issue of restitution because we can make him pay restitution.

Go ahead.

MR. SCHWARTZ: A question, I guess, of staff or possibly Mr. Olson. In the initial contract of this sunroom screen room was there any outlying discussion or verbiage on it stating the elevation of the slab when it was poured initially?

No, sir. Their salesman, Ray, 1 MR. OLSON: 2 I can't remember his last name, met with my 3 wife and me and we expressed that we wanted it level with the threshold. We have a threshold 5 to the house inside the sunroom that this screen room was attached to, so we already 7 have the drop for drainage. And Ray and my wife and I discussed it. 8 9 I'm going to need a wheelchair shortly in a 10 few years and we didn't want another step 11 going down, and my wife didn't want a step. 12 We were emphatic about this. That's the way 13 it was. 14 15 16

But there is no writing in the contract that says it should be at that level or at the two inches low that they put it, but we requested that it be at the level of the threshold to ease wheelchairs.

MR. SCHWARTZ: I understand.

Question for staff and I don't know, maybe Mr. Kyle can answer this.

MS. GARRETT: Mr. Chairman, if I could just tell you in the contract the only reference that I see to concrete is that he has handwritten notes that he would pour a

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1 14-by-14 foot concrete slab. And then up here 2 he has cement 45 LF, linear feet there. 3 That's all I see right there. MR. SCHWARTZ: Is it a requirement of the 5 County that there be a certain stepdown or dropdown between a structure such as what he 7 built and the existing structure of the house? MS. GARRETT: 8 No, sir. That was brought 9 up in the meeting. Mr. Gibson said --10 MR. SCHWARTZ: There is no requirement? 11 MS. GARRETT: If they have steps, if they 12 have steps in the plans, they have to conform 13 to a certain width or height. 14 MR. SCHWARTZ: I understand that. 15 MS. GARRETT: But if there is to be just a 16 level room, Mr. Gibson said that there is no 17 reason why they could not have raised, you 18 know, the rest of the room up to be even with 19 the rest. And if you look in the picture that 20 is coming down, it shows you that when they 21 made that swale or hump or, well, not a swale, 22 but going up, it brings that up in a 23 progression to the same level. And, there 24 again, it was not on the plans. If it had

been on the plans our plan examiner would have

told him at that time you either have to
follow the ADA requirements for installing a
ramp or you have to follow the building code
for installing a step.

MR. SCHWARTZ: I understand that. I follow you in that completely. But I'm just trying to make a point clear, at least in my mind. If it was a requirement that there was a stepdown, and the homeowner needed a little ramp, I could understand a concrete guy coming in, talk between them, threw some extra mud down there, a wheelbarrow full of mud, trowel it out and everybody would have been happy, if the requirement was a stepdown by the County.

If the County did not require it and the homeowner had requested that initially, not the ramp, but the elevations be the same from the existing structure to the new structure and that was not done, that's a whole other issue, in my opinion. Then the burden falls on the contractor.

If it's the other way around, it is what it is and life is tough and the burden is not on the contractor. That's what I have to get a determination in my mind is to which way I

would lean towards, whether it be the homeowner or the contractor. MR. OLSON: Can I ask you something? MR. SCHWARTZ: Yes, sir. MR. OLSON: On your question about the stepdown, this sunroom screen room is attached to an original -- or the screen room is attached to an original sunroom and the stepdown for drainage that Mr. Rademacher keeps talking about is at the threshold from

MR. SCHWARTZ: I understood that. I did understand that, but I didn't know if the second structure also required a stepdown to prevent any water intrusion into the existing sunroom that was there even though it is protected from the main structure by another one. I understand that, but I didn't know what the code requirement was there and that's what I was looking for was for an answer to code. If it was poured according to code, grind it down and it's done. If it was not according to code and not built per what you wanted, that's a whole other issue.

the house to the original sunroom.

MR. BELL: That's the same question I'm

trying to get. Because of the water intrusion or potential, would he have been required to have a drop in the floor?

MS. GARRETT: There would be no water intrusion because it's an enclosed room and the outside is covered by vinyl siding, you know, the knee wall, I think, is what you call it, halfway up, that was vinyl and then they came after that was constructed and then bricked it in.

So based on my conversations with Mr. Gibson, there was no requirement for any stepdown.

MR. SCHWARTZ: That's what I was getting at. Screen rooms and water intrusion kind of go hand in hand, though. I mean, regardless of how they're built they typically will leak over a period of time. And if it was done for the protection of the homeowner in the long run, I understand the contractor's position on it.

I also understand the homeowner's position not wanting to have to deal with the double set of ramps and that's why I want to know codewise.

MS. GARRETT: I just had Jennifer step out and call Mr. Gibson and he said that it could be the same level, he just prefers a slight incline right at the entrance of the door, but not a hump and not swaled down to the side which creates a trip hazard and is not according to the code.

MS. HAMPTON: That way rainwater would not flow back into the house.

MR. OLSON: I believe they have a drop of one inch over ten feet as it goes across to the south side.

MS. GARRETT: So at this point staff would, you know, request that the Board recognize that we're at an impasse between the Building Inspections Department and the contractor and we -- I mean, the Board could direct Mr. Rademacher to repour the concrete, but, you know, he would most likely appeal that. But beyond that, with the rest of the crack in the concrete and it does appear to be getting worse as time goes on, I'm not sure what direction the Board wants to go and we'll certainly yield to whatever you want to do.

The issue here is to either recognize the

impasse and direct Mr. Rademacher to make some 1 2 sort of improvement or correction or recognize 3 the impasse and then deal with the license, fines, suspension, whatever the pleasure of 5 the Board. MR. SCHWARTZ: Mr. Chairman, I didn't 7 think we as the Board had either the expertise nor the authority to give him direction as to 8 what to do. I feel that from my past 10 experience on the Board, in fact, we were told 11 that we could not do that, that was out of our 12 purview, and we are then assuming the 13 responsibility and the liability of specific 14 direction of a repair or remediation of a 15 problem. 16 MS. GARRETT: Basically, it's already been 17 mediated and they're at an impasse. 18 MR. SCHWARTZ: Correct. 19 MR. MATTHEWS: There are only two options 20 that came from the Building Official. Either 21 option will solve the problem. One was 22 rejected by Mr. Rademacher, the other by the 23 homeowner. 24 If I may, Meredith Crawford MS. CRAWFORD: 25 for the County Attorney's Office, at this

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point it really is a determination of whether the facts have been presented to the Board are sufficient to show that Mr. Rademacher is in violation under the code. If he's found in violation, then you can move forward as far as penalty or disciplinary action.

But as far as directing him as to how to conduct his business, I would agree that that's outside the purview of the question before the Board.

MR. PICKETT: It seems like we've given him enough time to fix the problem. I think, in my personal opinion, he needs to be fined or we need to suspend his license. And from the recommendations, it seems like to me maybe just, in my opinion, suspend his license and uphold maybe coming back and trying to give him some type of reparation or something like that for him finding a second contractor to fix the problem. We've been looking at this project for a couple months now. I mean, he's not going to fix it, I don't think.

MR. MATTHEWS: My suggestion is have him withhold his permitting privileges and that will stop him for a while and then retain

jurisdiction until the restitution issue is resolved with Mr. Olson.

MS. GARRETT: What I would maybe recommend from staff is that if you're going to consider suspending his license that maybe you suspend it for a period of 30 days and have him summoned to be back before you to answer, number one, the question of why he did not comply with this Board's constructive notice.

I believe y'all did this before to another contractor. I can't remember which one. And then decide today -- because either way it's two separate issues, why he didn't appear today, but is he guilty of the -- is he in violation of the failure to do this?

If the Board had proceeded back in January or February when we brought this before y'all, at that point in time there would have been no further crack in the concrete and as far as Mr. Rademacher and this Board is concerned this matter would have been over and done with.

MR. MATTHEWS: Like I say, I don't think we need to revoke or suspend his license.

Suspend his permitting privileges, because

1	he's only licensed in Escambia.
2	MS. GARRETT: He's licensed in Santa Rosa,
3	also.
4	MR. MATTHEWS: He can do business over
5	there. That's not our jurisdiction.
6	MS. GARRETT: He averages about, I think,
7	five to ten permits a month here in Escambia
8	County.
9	MR. MATTHEWS: I think suspending his
10	permitting privileges and request that he be
11	back here in 30 days to justify why he wasn't
12	here at this meeting, plus retain jurisdiction
13	over the problem until Mr. Olson gets the
14	restitution resolved.
15	MR. MAGEE: Motion to same.
16	MR. BELL: Second.
17	MR. MATTHEWS: Any discussion?
18	MR. SCHWARTZ: I've got a couple more.
19	Is it a mandatory requirement that any
20	contractor have to be at this meeting?
21	MS. GARRETT: Yes, sir.
22	MR. SCHWARTZ: It is a requirement. I
23	mean, if he chooses not to show up
24	MS. GARRETT: When they receive a
25	directive or a notice by this Board, they have

1 to be here. 2 MR. SCHWARTZ: Okay. 3 MR. MATTHEWS: Or show cause why they can't be here. 5 MS. GARRETT: What I would send him next would be a motion to show cause, I mean, a 7 notice to show cause on why he failed -- you 8 know, the order, the directive of the Board at 9 the last meeting was to be here today and to, 10 you know, y'all gave him 21 days. 11 We had a lengthy discussion and so it was 12 this Board's directive that 21 days in that 13 time they would get together and try to work 14 it out and then when y'all came back today, 15 Mr. Batchelor was very straightforward with 16 him and told him, you know, do you understand 17 that at the next meeting if you do not do what 18 we're telling you, we're going to do something 19 with your license. 20 MR. MATTHEWS: That's right. 21 MR. BELL: That was a good question. 22 MR. SCHWARTZ: On the County's side, is 23 the only legal issue we have short of him not 24 showing up for the meeting is the fact that it

was not built according to plans and

specification, therefore, it failed final 1 2 exam -- excuse me, final inspection. 3 MS. GARRETT: Right. And staff has stated on the record at previous meetings he was made 5 aware of the hump well before it really got to be an intense conversation at each meeting, 7 and never came to revise the plans. And even when he was informed by Mr. Gibson that it was 8 9 not according to plans, he did not attempt to 10 come back in and, you know, correct it. That 11 that is a violation of the Florida Building 12 Code. 13 MR. MATTHEWS: Anymore? 14 MR. SCHWARTZ: Not at the moment. 15 MR. MATTHEWS: We have a motion before us. 16 Any further discussion? 17 MR. Batchelor: What was the motion? 18 MR. MATTHEWS: The motion is to suspend 19 his permitting privileges for 30 days, advise 20 him to be back at the next meeting to justify 21 his decision not to be here, and to retain 22 jurisdiction over this complaint until 23 Mr. Olson determines what his restitution is 24 going to be. Because we still can force him 25 to pay restitution.

1 Is that it? 2 MR. SCHWARTZ: And that still gives us 3 legal authority to go back into it if it doesn't get resolved to do whatever we choose 5 to do within 489. MR. MATTHEWS: The issue of the 7 restitution is where we can do that. MS. CRAWFORD: This would be your finding. 8 This would be your disciplinary action on the 9 10 finding of violation, so if you're asking if 11 you could later increase the suspension or do 12 something else, this would be the action the 13 Board is taking on the violation. 14 If you're going to consider MS. GARRETT: 15 a fine, it has to be done today. 16 MS. CRAWFORD: It would all need to be 17 done today and he's on notice to be here today 18 and it's set for disciplinary hearing, so he's 19 on notice to be here and being able to 20 respond. 21 MR. SCHWARTZ: You're saying, in essence, 22 short of the dollar amount of restitution, 23 this will close this case: We have no further 24 actions against him if we follow through with 25 this?

presented to the Board as a violation, the Board would make a finding on that violation and close the matter as to that violation, as to the specific allegation presented. MR. MATTHEWS: I thought we retain jurisdiction? MS. CRAWFORD: But it would retain jurisdiction as to the restitution. MS. GARRETT: And then he would have the opportunity to appeal. MR. MATTHEWS: But would we retain jurisdiction as to future fines and restitution? MS. CRAWFORD: As to this violation, I believe no. I believe you would be limited as to your decision and determination today. MR. BELL: Question: Could we do the	
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to your decision and determination today.	
MR. BELL: Question: Could we do the	
19 suspension of the license and move this	
decision on this forward?	
MS. CRAWFORD: Yes.	
MR. BELL: Suspend his license for not	
showing up?	
MS. GARRETT: Suspend his permitting	
privileges for 30 days, but you can't defer	

1 the fine. If you're going to do a fine, 2 you've either got --MR. PICKETT: Do it now or you don't get 3 it at all. 5 MS. GARRETT: Right. MR. MATTHEWS: We can't defer another 7 decision for another 30 days, if we only consider the fact that he did not show up 8 9 today and we are suspending --10 MS. CRAWFORD: If you're only taking --11 MR. MATTHEWS: That's what I'm saying. Ιf 12 we are only taking that count, we're 13 suspending his permitting privileges for 14 failing to show up today. It has nothing to 15 do with the disciplinary hearing. 16 MS. CRAWFORD: And that would not be a 17 finding on the disciplinary hearing. 18 MS. GARRETT: It does not prevent 19 Mr. Olson from going forward for anything, 20 because anything he does outside of this Board 21 is separate and apart from any action that 22 this Board takes. 23 MR. MATTHEWS: Let's withdraw the motion 24 and the second. And the motion should be made 25 to suspend Mr. Rademacher's permitting

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             privileges for 30 days for failure to appear
2
             at this disciplinary hearing.
3
                  MR. MAGEE: I'd like my motion to reflect
             that.
5
                  MS. GARRETT: And the second?
                  MR. BELL: Second.
                  MS. CRAWFORD: And the actual
7
             determination on the disciplinary hearing --
8
9
                  MR. MATTHEWS: -- is now delayed for the
10
             next 30 days. Now then, we've got you.
11
                  MR. SCHWARTZ: I feel better.
12
                  MR. MATTHEWS: Anymore discussion?
                                                       A11
13
             those in favor, say aye.
14
                  (Board members vote.)
15
                  MR. MATTHEWS: Opposed?
16
                  (None.)
17
                                 The motion passes.
                  MR. MATTHEWS:
18
                  (The motion passed unanimously.)
19
                  MS. GARRETT:
                                More than likely we'll have
20
             him served with the Sheriff's Department which
21
             is something we do in this type of matter.
22
                  MR. MATTHEWS:
                                 Okay. Now, then,
23
             Mr. Olson, do you understand where we are?
24
                  MR. OLSON:
                              Yes.
                                    I have one question,
25
             sir. I believe there was the May meeting
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1 where there was discussions about a final 2 inspection and the like and you folks passed a 3 motion that when we got through all of the different things that all aspects of the 5 construction would be inspected. Is that still something we're looking for? 7 MR. MATTHEWS: It still has to be 8 inspected because it failed inspection. MR. OLSON: So that motion still is legal 10 and binding today as it was then. Thank you 11 for your help. 12 MS. GARRETT: Let me just note for the 13 record that as far as any other code 14 violations whenever Mr. Gibson went out there, 15 he didn't note any code violations and I think 16 that some of the concerns that you have are 17 going to have to be sought through another 18 venue. 19 MR. OLSON: But Mr. Gibson didn't inspect 20 anything but the hump. 21 MS. GARRETT: That's new. That will be 22 dealt with, but as far as a lot of the other 23 things, it passed -- it would have passed had 24 the --25 MR. OLSON: He didn't inspect it.

1 MS. GARRETT: But it will be reinspected 2 whenever we're ready. 3 MR. MATTHEWS: And that will come up at that time. 5 MR. OLSON: Thank you. I'm just trying to know. 7 MR. MATTHEWS: All right. Item 13.A. MS. GARRETT: Mr. Chairman, Item 13.A and 8 9 B are two recommendation items that have been 10 a long time coming for this workshop. I think 11 that in the past, since 2007 maybe, this 12 matter was first discussed when Mike Godwin 13 was the Assistant County Attorney here. And I 14 found the minutes, stumbled across them a 15 little while back. It's also been discussed 16 at least two times since 2011, when I took 17 over this Board and prior to Mr. Pickett, 18 Mr. Waters and Mr. Bell. 19 But what I did was, if you notice in 13.A 20 I have it as it is in the ordinance. And then 21 I have it where it is what staff is 22 recommending. 23 Basically -- give me just a second here. 24 MR. MATTHEWS: Your recommendation is the 25 last half of that paragraph.

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MS. GARRETT: Thank you.

CHAIRMAN MATTHEWS: Good luck. Okay. Disciplinary hearing, Item 12.A. David Rademacher d/b/a Horizon Sunrooms.

MS. GARRETT: Mr. Chairman, we are here this morning on a disciplinary hearing that is a result of the show cause hearing at the June Contractor Competency Board hearing. I understand that Mr. Rademacher is present. Mr. Olson is present, as is Mr. Tom Staples, his attorney.

If you will recall, this is a complaint on a screen room enclosure at 1815 Tillman It's under our Case No. COM14110044. Lane. The complaint originally was regarding -- I think he filed it for job not completed, job not finished, you know, a few things like that, unsatisfactory work. Poor workmanship I believe is the one he checked. However, what it boiled down to is that the property failed final inspection for the unsafe ramp, concrete ramp going into the main residence from the And at the May meeting, May 20 screen room. meeting, Mr. Rademacher was directed by this board to provide the County Inspector with the

written revision and drawing of plans of how he was going to correct that problem.

So on June 24 we received the scope of work from Mr. Rademacher that's in your backup. And I will state that we did not receive it by June 10 like the board directed, which is why this board chose to move forward, and Mr. Rademacher was not present at the June meeting. But at this time the scope of work that he provided, and Mr. Gibson had a family emergency and could not be here this morning, but this does not satisfy Mr. Gibson as to how this would solve the issue.

So at this time I would like to call Mr. Rademacher to the front, please. Do you have any witnesses or anything?

MR. RADEMACHER: Just one, if needed.

WHEREUPON,

DAVID G. RADEMACHER

was called as a witness, and after being duly sworn, was examined and testified as follows:

EXAMINATION

BY MS. GARRETT:

Q. Mr. Rademacher, could you state your name and address for the record, please?

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Is

MS. GARRETT: Okay. You can read your statement. Please keep it -- there is a three-minute time limit.

CHAIRMAN MATTHEWS: Three minutes.

THE WITNESS: I'm sorry?

CHAIRMAN MATTHEWS: Three minutes.

MR. RADEMACHER: All right. I have prepared a statement. Because after all the frustration dealing with this complaint, I have come to realize a couple of issues that I feel needed to be addressed. On January 14, 2015, I met the investigator at the address of the complaint filed by Mr. Olson. The investigator found no discrepancies to support the complaint. The ramp that he claims is a trip hazard is a separate issue and is not part of the complaint. Mr. Olson did not complain about the ramp because he was the one that had the concrete crew put it in.

When I asked the concrete crew why he didn't call Horizon before pouring the ramp, that's when he replied that he was doing me a favor because he owed me a favor and he didn't and he didn't charge me. That's why he didn't call me, because he didn't plan on charging me

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for the ramp, repaying a favor. Horizon, trying to comply with the investigator's findings, repeatedly called Mr. Olson to arrange the ramp removal. This was before this ever got to the Competency Board.

On February 16 of this year, Mr. Ray Parker, that's the reason I brought him today, he called and he did talk to -- finally got a hold of Mr. Olson, informing him that we had a concrete crew wanting to come out the next day to remove the ramp. He denied the request, said no way, because again, he doesn't want the ramp removed. He wants it. He's the one who had them put it in.

Due to these facts, I don't understand really how this escalated to the Competency Board when this is really a legal matter between Mr. Olson and myself. The ramp was again never part of the complaint. And even -- because I still tried to comply with the rulings of the building department, tried to remove it. He wouldn't let me remove it. And then it ended up at the Competency Board meeting and my head is still spinning from all this. I'm confused actually.

But actually I would like to pause right now to hear some of your comments on what I just stated, if there's any validity to what I was stating about the complaint.

MS. GARRETT: Mr. Chairman, if I may, the complaint is basically a broad scope, and as it was indicated at the meeting that Mr. Rademacher was at on May 20, regardless of whether the homeowner wants to keep the ramp or wants a ramp that is to code, what is there now failed by the inspector, not the investigator. The initial person that Mr. Rademacher I believe met with out there was Robert Kyles, the investigator, who is not --

MR. RADEMACHER: One time I've been out there and met somebody from -- I'm assuming he was an investigator. He's not an inspector I recognized, and I thought I knew most of the inspectors.

MS. GARRETT: So what is there now is not to plan, which is a violation of the code. Whether or not that particular ramp, hump, whatever we want to call it that's in the concrete is accurate or not, or even referred to in the complaint that the homeowner filed,

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the contractor or a contractor has the obligation under Chapter 489 to make sure that anything that he is contracted to do and all work that is performed is performed according to the Florida Building Code and any other, you know, local amendments, ordinances, or anything else that may be in effect.

So as to whether or not this is part of the complaint, I don't think that is at hand. I think it's all -- you know, it's all together and incorporated into. And that's why it's before you, because it was filed as a complaint.

MEMBER PICKETT: Let me ask you a question. When he was asked to submit the plan of action, once he did that was he supposed to actually do the work or was he just to submit a plan of action?

MS. GARRETT: He was just supposed to submit the plan. But we have no record of anything being submitted until we got this in the mail. You know, our fax machines go seven days a week, twenty-four hours a day. Even when the hard copy was mailed it was -- there was no drawing attached to it.

MEMBER PICKETT: I guess my question is if you faxed it, and you're not sure, it's been such a repeated thing, I know it's taken you away from work, why didn't you just walk it down and hand it to someone if you weren't able to get anyone the phone?

MR. RADEMACHER: Because I was short-handed and so busy. That's why I just elected to call and left messages. And then on the 17th I did finally get a hold of somebody. I never had any notice of any meeting scheduled for the 10th of -- was it last month or -- yes, the 10th of last --

MS. GARRETT: Were you present on May 20?

MR. RADEMACHER: Yes. But there was no meeting set for the 10th. I never had anything in writing, nothing, no fax, no e-mail, no letter, anything about a meeting that I had to be here on the 10th or I would have -- honestly, I would have been here. I mean, I'm not an illegal person. I mean, I'm trying to comply with everything and I just -- I'm frustrated because we tried to remove the ramp and he wouldn't let us. At that point I don't

know what more I could have done. But again --

MS. GARRETT: Mr. Chairman, Ms. Hanson has just advised me that Mr. Rademacher, when she spoke to him, said that I believe at first he e-mailed, not faxed; however, we never received an e-mail. And then he was not able to find an e-mail in his e-mail file showing that he had e-mailed it back in May.

So what we're here for today is to discuss the resolution to the matter, which is the scope of work that he provided, which is basically telling me how to cut a hole in concrete with a 15" gas or electrical saw six to seven inches, which might help me at home, but I do not think this can resolve completely the homeowner's situation. And not to be disrespectful, but it takes more than this right here to resolve this matter, and the board is going to have to give some direction as to how this is going to proceed.

Now, I believe the homeowner made it fully -- gave full notice last time that he is willing, I believe, to let this be repaired, but he wants to be assured that it's not going to affect the rest of the concrete foundation.

1 I hope I'm explaining myself, because I'm not 2 a contractor. I just do a lot of reading. 3 So right at this minute, Mr. Rademacher. 4 if you could take what you submitted to us. that scope of work, and in laymen's terms, not 5 6 the textbook or what you downloaded offline, 7 explain to the board how this would resolve the issue so that it would pass final inspection 8 9 and just briefly tell them. 10 MR. RADEMACHER: May I? 11 MS. GARRETT: What are you handing them? I'm giving them copies. 12 MR. RADEMACHER: 13 MS. GARRETT: Oh, they've got the scope of work, but we don't have the drawing. 14 15 MR. RADEMACHER: And I also needed to 16 provide a copy of one of these also, the 17 building code. 18 MS. GARRETT: Okay. I need a copy also. Jennifer can make some copies. 19 (Pause for Mr. Rademacher to furnish 20 documents board members). 21 22 MEMBER PICKETT: Is this the scope of work that's dated 5/26/2014? I guess it just 23 has the wrong date on this one? 24 25 MS. GARRETT: No. That's the scope of

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1 work that he dated that he, I guess, responded But what we got was just that letter. 2 to with. 3 It did not have the drawings in it. Yes, this 4 scope of work dated May 26, 2014 -- it has the 5 wrong date -- is what we got, and we got it on 6 June 24, 2015. 7 MEMBER BATCHELOR: I have a question for 8 Mr. Rademacher. 9 MR. RADEMACHER: Please. 10 MEMBER BATCHELOR: I don't understand. We gave you 30 days to get this out of the way. 11 12 MR. RADEMACHER: Exactly. 13 MEMBER BATCHELOR: You set there and you 14 shake your head like nothing --15 MR. RADEMACHER: Because I did comply. 16 MEMBER BATCHELOR: You need to fix the 17 ramp. You had four -- whether it was to 18 your -- you're the contractor, you're 19 responsible for it. We gave you time and 20 you're just dancing around. So you need to 21 fix it or we're going to do something. 22 MR. RADEMACHER: Yes, sir. But the 23 homeowner has to allow it. 24 MEMBER BATCHELOR: It's your 25 responsibility. You can shake your head all

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1	you want to, but it is.
2	MR. RADEMACHER: But if the homeowner
3	won't allow me to do it, what can I do?
4	MEMBER BATCHELOR: If it's there and you
5	can't take it out, if it's not taken out you've
6	got to fix what's there. Either do that or
7	MR. RADEMACHER: All right.
8	MEMBER BATCHELOR: Okay?
9	MR. RADEMACHER: Yes, sir. But I would
10	like to also at this point, if I may, I'd like
11	to challenge the findings saying it's a trip
12	hazard. As you can see by the drawing, and
13	this I took the 2014 Florida
14	CHAIRMAN MATTHEWS: Mr. Rademacher
15	MR. RADEMACHER: And it's a ramp.
16	CHAIRMAN MATTHEWS: Mr. Rademacher, it
17	failed inspection, period.
18	MR. RADEMACHER: Am I allowed to
19	challenge that ruling? Because I'm going by
20	CHAIRMAN MATTHEWS: No, you're not.
21	MR. RADEMACHER: If it's poured to
22	code
23	CHAIRMAN MATTHEWS: You're not.
24	MR. RADEMACHER: How can it fail if it's
25	poured to code? I don't understand. I'm

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confused. I don't know how it can fail if it is to code. I asked the inspector that and he didn't --

MS. GARRETT: Well, first of all, there is no ramp or hump designated on the plans. So the plans submitted --

MR. RADEMACHER: Because I --

MS. GARRETT: Mr. Rademacher, if I may.

MR. RADEMACHER: Yes, ma'am.

MS. GARRETT: You are the contractor of record, so at all times you should be supervising that job. So what is there, no matter how big, large, high hump, whatever, you are responsible for it being there. It is not on the plans. That was one reason that --

MR. RADEMACHER: I understand, yes, ma'am. I have not had the opportunity -- I never had the opportunity to come to the Planning Board to add the ramp to the plans, because again, he had it put in without my knowledge. And when I did see that it was done everything started blowing up. I never had a chance to come add it. And before I called for a final inspection I would have done that, but I've never called for a final. And I remember

1 her earlier when she was reciting, she said the inspector did a final. It's never had a final 2 3 inspection. And that's why I'm thinking if I 4 ask Paul for a final inspection and the 5 inspector fails the ramp, then I'd have to 6 correct it and have it reinspected. Correct? 7 CHAIRMAN MATTHEWS: Can I make one 8 statement? The ramp failed inspection. That's 9 not subject to discussion or anything else. 10 failed inspection. 11 MR. RADEMACHER: Can I ask how it failed so I can correct it? What's wrong with it? 12 13 CHAIRMAN MATTHEWS: You've had time to 14 find out. 15 MR. RADEMACHER: And I've asked him and 16 I never got an answer. You can ask them. Ι 17 did call and ask them for that. 18 CHAIRMAN MATTHEWS: I'd like to have 19 Mr. Olson come up, please. 20 MR. RADEMACHER: I asked him for that. 21 MS. GARRETT: Mr. Rademacher, I'd like 22 to call Mr. Olson for just a moment. You can 23 just have a seat right there. 24 Mr. Olson, I'd like to call you to the 25 stand, please. Would you allow the court

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1 reporter to swear you in, sir. 2 WHEREUPON. 3 **GLENN OLSON** 4 was called as a witness, and after being duly sworn. 5 was examined and testified as follows: 6 **EXAMINATION** BY CHAIRMAN MATTHEWS: 7 Give us your name, please. 8 Q. 9 Glenn Olson, 1815 Tillman Lane, Α 10 Pensacola. 11 Mr. Olson, I have one question for you. Q. 12 Α. Yes, sir. Would you allow Mr. Rademacher to repair 13 Q. that ramp and fix it to bring it up to code and 14 15 satisfy the inspection? 16 Yes. Α. 17 Without any delay or anything else? Q. Yes, sir. May I say a point? 18 Α. 19 Mr. Rademacher just told me that they called three 20 times and I refused to allow them access to the 21 Each time he called he said he was coming property. 22 out to cut out the ramp. I had been advised by Sue 23 and by Robert Kyles that the process of this board was 24 to have them do the design and things that we've just 25 been discussing with you before they do any work.

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So every time that they called, I told them no, you can't come and cut it out. Mr. Rademacher came over one day with a man the day after, at 8:00 in the morning, and says they're going to cut out the stone. And I met him in the driveway and I said do you have your plans and stuff, the drawings? He said no, we're just going to cut it out. And I said no, you can't. This is why I wasn't allowing him on my property. However, the hump is only a very small part of this. I hope we can do some other stuff later. I'm sorry, sir. Go ahead.

- Q. Are these the recent plans?

 MS. GARRETT: Mr. Chairman, Mr. Gibson has not -- this is the first time I've seen this. This was not included in the letter we received June 24, so I can't speak to that.

 Mr. Gibson is at the hospital and I can't answer that.
- Q. (By Chairman Matthews) well, it appears that we can't move forward in terms of getting the job corrected until Mr. Gibson sees it and approves the plans. But given that the plans are approved, Mr. Gibson approves them, you would allow Mr. Rademacher to come in and bring the ramp up to code?

two business days notice of when they're scheduling. Q. I don't think that's a problem. But in
Q. I don't think that's a problem. But in
answer, you would allow him to do that?
A. Yes, sir.
MS. GARRETT: Mr. Chairman, I believe it
would be staff's recommendation at this time
maybe that the board continue this matter
contingent upon directions to Mr. Rademacher to
discuss this with Mr. Gibson. And then if they
come to a conclusion that this will work
satisfactorily, then we can notify the
homeowner and then we can try to schedule a
time within the next 30 days prior to say
the next 21 days for this to be hopefully
resolved.
CHAIRMAN MATTHEWS: Sounds good. I'll
entertain a motion.
MEMBER BELL: Motion to extend for
30 days.
CHAIRMAN MATTHEWS: Motion to extend
30 days.
MEMBER MENEZES: Second.
MS. GARRETT: With directions
CHAIRMAN MATTHEWS: With directions from
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Mr. Gibson --1 2 MS. GARRETT: Rademacher to --3 CHAIRMAN MATTHEWS: -- Mr. Rademacher to 4 make the proper corrections to the ramp. MS. GARRETT: And get with Mr. --5 6 CHAIRMAN MATTHEWS: And get with 7 Mr. Olson to ensure that's it's done and 8 completed within the next 30 days. MS. GARRETT: Twenty-one days. 9 Thirty 10 days would bring us past being here. 11 CHAIRMAN MATTHEWS: Well, the next 12 21 days then. 13 MS. GARRETT: Right, okay. 14 CHAIRMAN MATTHEWS: Is there a second? 15 MEMBER MENEZES: Second. 16 CHAIRMAN MATTHEWS: Motion made and 17 seconded. Any discussion? 18 MEMBER PICKETT: Are you saying he needs to have the plans in within 30 days and get the 19 20 work done? 21 MS. GARRETT: Well, he has submitted 22 what he intends to submit with this right here. 23 So his next move would be to contact Mr. Gibson 24 and come in and meet with him to discuss this 25 and that scope of work versus, you know, in

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person what he's going to do. And then we 1 2 could proceed from there and the job be 3 completed within 21 days if their schedules 4 will mesh, and then he can come back before the board on the 30th for you-all to determine it's 5 6 resolved, it's not resolved. 7 MEMBER PICKETT: Okay. So in 30 days if 8 we come back and what he's submitted does not 9 pass --10 MS. GARRETT: Then he's still under a 11 disciplinary hearing. 12 CHAIRMAN MATTHEWS: Any other comments 13 or questions? 14 MEMBER BATCHELOR: Question. Should we 15 add -- I mean, I'm to the point that if he doesn't do it in 30 days that we'll suspend his 16 17 permit pulling or something to get him 18 motivated to get it done. So I don't know if 19 we need to add anything to that or do we have 20 to wait? 21 CHAIRMAN MATTHEWS: You can add 22 an amendment to the motion. 23 MEMBER BATCHELOR: I mean, I don't know. 24 I just --25 MS. GARRETT: Well, that would be

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a determination that you make at that time, because you wouldn't be suspending it now. So I think in 30 days --

CHAIRMAN MATTHEWS: In 30 days we can do that. Do you have a question?

VICE CHAIRMAN SCHWARTZ: This is just for Mr. Olson. Do you want a ramp there?

MR. OLSON: No, sir. The original contract when I talked to Ray back there, my wife and I, we wanted the surface of the screen room to be the same as the surface coming out of the threshold. Now, I've heard a lot of things about everything to have a two-inch If you'll notice from the pictures I drop. provided, the threshold that the sunroom connects to is actually connected to another sunroom and the drop is where it connects to the house. We wanted the floor level with the threshold coming out of that sunroom to the new screen room, and the contractor put it in an inch and a half, inch and three quarters too At that point when I noticed that it was below the threshold, I told the concrete crew, how is that going to get up to the thing? I fully believe I'll be in a wheelchair in

not too many years and that's why we wanted it flat. So then they came up with the idea of putting the ramp in and started tossing concrete in there, so they got a little concrete ramp there. Gentlemen, this is just the first chapter of about 57 chapters of problems I've had with this contractor.

VICE CHAIRMAN SCHWARTZ: I don't mean to interrupt you, but my question was specifically did you want or still do want a ramp?

MR. OLSON: I want what I ordered and that's to have the concrete up where it was supposed to be originally. Any ramp is, you know -- I mean, I'll take a new ramp if that's the only thing we can get, but, you know, the concrete is breaking through the middle and stuff. There's cracks all over it.

VICE CHAIRMAN SCHWARTZ: That's what I needed to know, whether a total removal of what was there and a flat slab would be suitable, which would eliminate all the engineering problems and so forth. But you're looking for something for wheelchair access and either your options are 1) a ramp; 2) raise the entire floor.

MS. GARRETT: And I'll tell you that that could be clarified in the meeting with Mr. Gibson whether it needs to have that two-inch drop or it can be made --

VICE CHAIRMAN SCHWARTZ: Right. But I was just looking to see if -- a simple solution in my mind was if he said no, I did not want a ramp to start with, you cut it out, you have a flat slab, everybody goes on their merry way. If that's not what they wanted, then I understand and I'm satisfied and I don't need any further information.

CHAIRMAN MATTHEWS: We have one more question. We're in discussion now. We have a motion on the floor.

MEMBER MAGEE: If you're going to take the ramp out and put another ramp in, why take the ramp out? You need to determine, number one, if they're going to take the ramp out. Then it needs to be part of the same deal to raise the concrete to the right level if that was a part of the original contract.

CHAIRMAN MATTHEWS: But this issue is going to be resolved when they meet with Mr. Gibson. We're not here to resolve that

We are here to make sure that he --1 issue. 2 MS. GARRETT: Most likely I will 3 participate in that meeting also. 4 MR. OLSON: I have one more point. they put the concrete in, in the contract that 5 6 I signed with them it said that the fill was supposed to be compacted, and I've provided you 7 with photographs of my dog's feet prints this 8 9 deep in the sand. It was never compacted. 10 Since then it's been going down, and now I've 11 got cracks. The whole thing is --12 CHAIRMAN MATTHEWS: Well. that will be 13 resolved in your meeting. 14 MR. OLSON: Okay. 15 MEMBER MAGEE: Does all that go with --16 do you have a slab inspector that checks all 17 that before they pour it? 18 CHAIRMAN MATTHEWS: That has to be up to 19 Mr. Gibson when he meets with them, what has to 20 be done to resolve this issue. 21 MS. GARRETT: Originally they did have a 22 foundation inspection and our inspector passed 23 it. MEMBER MAGEE: So it must have been 24 25 okay.

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CHAIRMAN MATTHEWS: That's not part of this discussion.

MEMBER MAGEE: Well, it all goes back to why wasn't it done right to start with.

CHAIRMAN MATTHEWS: That's still not part of this discussion. We have a motion on the floor that we have to address and that is not part of that discussion. Is there any more discussion on the motion?

MEMBER PICKETT: One other thing I will say, just making sure the contractor is aware of what he's responsible for so he doesn't come back in 30 days and wonder -- and want to present the same argument, because in 30 days you probably will get your license suspended.

CHAIRMAN MATTHEWS: I think it's very clear in the motion that he has to meet with Mr. Gibson, Mr. Olson, and resolve this issue so that in 21 days it has to be done. Not 30, 30 is the meeting, 21 days. All those in favor of the motion say "aye." Opposed.

(Motion carried unanimously).

CHAIRMAN MATTHEWS: Motion passes.

Mr. Rademacher, are you aware of what the motion is?

MR. RADEMACHER: Not yet, sir, no.

CHAIRMAN MATTHEWS: The motion is -come up here so you can hear. The motion is
that you meet with Mr. Gibson, Mr. Olson, and
resolve this issue and you have 21 days to do
it. And you will come back and report to the
board --

MS. GARRETT: On August 5.

CHAIRMAN MATTHEWS: -- on August 5. And if it's not done, we'll take action then.

MR. RADEMACHER: Am I allowed to request an inspection of this ramp before we do anything? Because --

CHAIRMAN MATTHEWS: You can do whatever you do with Mr. Gibson, Mr. Olson, and you.

MR. RADEMACHER: Okay. Thank you.

CHAIRMAN MATTHEWS: Go to Item B.

MS. GARRETT: Mr. Chairman, Item B.
Antonio Villegas, the disciplinary hearing, I
would like to have this matter continued for
60 days. Mr. Villegas came in yesterday and
made a payment of \$2,712.29, which leaves a
balance of \$775.94 on the restitution, and as
soon as that amount is paid he would then begin
making 12 equal installments towards the fines



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-9239 Public Hearings 11.

BCC Regular Meeting

Meeting Date: 11/05/2015

Issue: 5:34 p.m. Public Hearing Adopting the Local Option Sales Tax (LOST)

Economic Development Trust Fund Ordinance

From: Alison Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:34 p.m. Public Hearing to consider adopting the Local Option Sales Tax (LOST) Economic Development Trust Fund Ordinance.

Recommendation: That the Board take the following action:

A. Ratify the scheduling of the 5:34 p.m. Public Hearing for consideration of adopting the Local Option Sales Tax (LOST) Economic Development Trust Fund Ordinance; and

B. Adopt the Local Option Sales Tax (LOST) Economic Development Trust Fund Ordinance that establishes a trust fund for the purpose of funding economic development projects having a general public purpose of improving local economies.

BACKGROUND:

At the October 15, 2015 Committee of the Whole, the Board discussed and approved scheduling a public hearing to consider adopting the Local Option Sales Tax (LOST) Economic Development Trust Fund Ordinance.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This ordinance was drafted by County Attorney Alison Rogers and advertised in the *Pensacola News Journal* on Sunday, October 25, 2015.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A
IMPLEMENTATION/COORDINATION:
N/A
Attachments
<u>Ordinance</u>
Proof of Publication
<u>Ordinance</u>

ORDINANCE NO. 2015 - __

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME 1, CHAPTER 90, ARTICLE VI, SECTIONS 90-232 THROUGH 90-235 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; RELATING TO LOCAL SALES TAX; CREATING VOLUME 1, CHAPTER 90, ARTICLE VI, SECTION 90-236 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES ESTABLISHING THE LOCAL OPTION SALES TAX (LOST) ECONOMIC DEVELOPMENT TRUST FUND; PROVIDING FOR LEGISLATIVE INTENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 212.055(2), Fla. Stat., provides for the levy of a local government infrastructure surtax ("surtax") by the governing board in each county; and

WHEREAS, section 212.055(2), Fla. Stat. provides for the levy of the surtax pursuant to an ordinance enacted by a majority of the members of the governing body of the county and approved by a majority of the electors in the county voting in a referendum election on the surtax; and

WHEREAS, on June 2, 2005, the Board of County Commissioners adopted Ordinance 2005-14 levying a one-cent surtax in Escambia County for a period of eleven (11) years, which was subsequently approved by a majority of the electorate voting in a referendum held on March 7, 2006 (also known as LOST III); and

WHEREAS, section 212.055(2)2., Fla. Stat., provides for the extension of the surtax; and

WHEREAS, on August 21, 2014, the Board of County Commissioners adopted Ordinance 2014-32 extending the levy of the one-cent surtax in Escambia County for an additional eleven (11) year period, which was subsequently approved by a majority of

the electorate voting in a referendum held on November 4, 2014 (also known as LOST IV); and

WHEREAS, collections of LOST IV shall continue through December 31, 2028; and

WHEREAS, both the LOST III ballot language and the LOST IV ballot language provided for the establishment of a trust fund that could be used to fund economic development projects that have a general public purpose of improving local economies as allowed for by section 212.055(2)(d)3., Fla. Stat.; and

WHEREAS, the Escambia County Board of County Commissioners desires to establish such an economic development trust fund that could receive qualifying funds from LOST III and LOST IV collections; and

WHEREAS, pursuant to section 212.055(2)(d)3., Fla. Stat., the Board of County Commissioners intends to make an allocation of the surtax proceeds for the purpose of funding economic development projects.

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

SECTION 1. That Volume 1, Chapter 90, Article VI, Sections 90-232 through 90-235 of the Escambia County Code of Ordinances is hereby amended to read as follows:

Sec. 90-232. - Duration.

The local sales tax imposed hereby shall be effective for 15 years from the date of levy and the effective date of the surtax levied hereby is declared to be June 1, 1992 through December 31, 2028, as approved by the voters of Escambia County.

Sec. 90-233. - Distribution of revenues.

In accordance with the local sales tax law section 212.055(2), Fla. Stat., revenues of the local sales tax hereby imposed shall be distributed to the incorporated municipalities within the county according to the formula provided in F.S. § section 218.62, Fla. Stat.

Sec. 90-234. - Use of proceeds by county.

The county's share of the proceeds shall be used for <u>any of</u> the following purposes:

- (1) Infrastructure projects/public-facilities Capital equipment;
- (2) Expansion of jail facilities Community services;
- (3) Expansion of court-facilities Economic development projects;
- (4) Road improvements Growth Management Act mandates;
- (5) Drainage improvements Infrastructure projects/public facilities;
- (6) Transportation improvements Jail/court facilities;
- (7) Recreation projects/natural resources Law enforcement/fire and public safety facilities and equipment;
- (8) Mandates imposed by the Growth Management Act Recreation/natural resources;
- (9) Public safety <u>Transportation and drainage improvements.</u>
- (10) Community redevelopment projects.

Sec. 90-235. - Local sales tax levy extended.

Pursuant to the authorization granted by F.S. § section 212.055, Fla. Stat. and other applicable laws, the levy of the one-cent local sales tax was established by

Ordinance No. 96-50, extended by Ordinance No. 2005-14 and Ordinance 2014-32 and approved by the voters of Escambia County by referendum for an eight-year period from the first day of June 1999 through May 31, 2007, is hereby was extended by Ordinance 2005-14 through December 31, 2017 and was extended by Ordinance 2014-32 through December 31, 2028. The one-cent local sales tax shall be in effect throughout the incorporated and unincorporated areas of Escambia County, Florida, during the period January 1, 2007 through December 31, 2017 and January 1, 2018 through December 31, 2028. Pursuant to F.S. § 212.054(5), the tax takes effect on January 1, 2007. However, as the current one-cent sales tax expires on May 31, 2007, collections under this section shall not commence until June 1, 2007. This tax shall be levied and imposed in accordance with F.S. ch. 212, Fla. Stat. and the rules of the Department of Revenue.

SECTION 2. That Volume 1, Chapter 90, Article IV, Section 90-236 of the Escambia County Code of Ordinances is hereby created to read as follows:

Sec. 90-236. Establishment of Trust Fund.

- (1) Short Title. This section shall be known as the "Local Option Sales Tax (LOST) Economic Development Trust Fund Ordinance."
- (2) Legislative Intent. The intent of this section is to ensure that economic development projects having a general public purpose of improving local economies will be funded.
- (3) Administration, collection and distribution of proceeds. The surtax shall be administered, collected, and enforced in accordance with the provisions of section

212.054, Fla. Stat. and the rules promulgated by the Florida Department of Revenue.

- (4) Creation of trust fund. A trust fund within the county's accounts shall be created for the purpose of funding economic development projects having a general public purpose of improving local economies, including the funding of operational costs and incentives related to economic development.
- (5) Amount directed to trust fund. The amount to be deposited into the trust fund and the specific projects authorized to be funded from the trust fund shall be designated by Resolution of the Board of County Commissioners. Any such Resolution may be amended or repealed by majority vote of the Board of County Commissioners. The amount directed to the trust fund shall comply with section 212.055(2), Fla. Stat. SECTION 3. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

 SECTION 4. Inclusion in Code. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68, and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 5. Effective Date. This Ordinance shall become effective upon filing with the Department of State. DONE AND ENACTED this day of , 2015. BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA By: _____ Steven Barry, Chairman ATTEST: PAM CHILDERS Clerk of the Circuit Court Approved as to form and legal sufficiency. By: ______ Deputy Clerk (SEAL) ENACTED: FILED WITH THE DEPARTMENT OF STATE: EFFECTIVE DATE:



Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida

County of Escambia:

Before the undersigned authority personally appeared Veronica De Voe-Goldsmith who, on oath, says that she is a personal representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida; that the attached copy of advertisement, being a Legal in the matter of:

Notice of Intent

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

October 25TH, 2015

Affiant further says that the said Pensacola News Journal is a newspaper published in said Escambia County, Florida, and that the said newspaper has heretofore been 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 she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 29TH day of OCTOBER, 2015, by Veronica De Voe-Goldsmith, who is personally known to me.

Affiant

Notary Public

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 November 5, 2015 at 5:34 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 AMENDING VOLUME 1, CHAPTER 90, ARTICLE VI, SECTIONS 90-232 THROUGH 90-235 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; RELATING TO LOCAL SALES TAX; CREATING VOLUME 1, CHAPTER 90, ARTICLE VI, SECTION 90-236 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES ESTABLISHING THE LOCAL OPTION SALES TAX (LOST) ECONOMIC DEVELOPMENT TRUST FUND; PROVIDING FOR LEGISLATIVE INTENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING 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 inbe based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the public hearing should contact Angela Crawley, Program Coordinator, County Administration (850) 595-4900 at least seven days prior to the date of

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Legal No. 1649046 1T October 25, 2015

MICHELE M. POTTER Notary Public - State of Florida Comm. Expires June 30, 2018

Comm. No. EE 137644

Al-9248 Clerk & Comptroller's Report 12. 1.

BCC Regular Meeting Consent

Meeting Date: 11/05/2015

From: Documents Provided to the Clerk to the Board's Office Pam Childers, Clerk of the Circuit Court & Comptroller

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of Documents Provided to the Clerk to the Board's Office

That the Board accept, for filing with the Board's Minutes, the following documents provided to the Clerk to the Board's Office:

A. The 2015 Annual Investment Report for Fiscal Year ending September 30, 2015, as provided by the Honorable David Morgan, Escambia County Sheriff, and received in the Clerk to the Board's Office on October 16, 2015; and

B. A copy of the Florida Development Finance Corporation Financial Statements For the Year Ended June 30, 2015, and Report of Independent Auditor, as received in the Clerk to the Board's Office via e-mail on October 23, 2015.

Attachments

Sheriff Annual Investment Report FDFC Financial Statements





DAVID MORGAN

MEMORANDUM

TO:

Honorable Steven Barry

Chairman, Board of County Commissioners

FROM:

David Morgan, Sheriff

DATE:

October 13, 2015

RE:

Annual Investment Report FYE 09/30/15

As required by Paragraph 218.415(15), Florida Statutes, please accept this Annual Investment Report.

This report includes all investments held in the Sheriff's Office portfolio and earnings.

If there are any questions, please do not hesitate to contact Henrique Dias at 436-9541.

DM/jbf

Enclosure (1) "Annual Investment Report"

ANNUAL INVESTMENT REPORT

2015



Sheriff David Morgan

FYE 9/30/15

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- Investment Policy
- Attachment A (List of Public Depositories)
- Attachment B (Investment Policy Internal Controls)
- Investments
 - o General Fund Interest Income
 - Other Accounts

INVESTMENT POLICY

Escambia County Sheriff's Office

FYE 9/30/15

ESCAMBIA COUNTY SHERIFF'S OFFICE

Pensacola, Florida

David Morgan, Sheriff

General Order Subje		Subjec	ject: Investment Policy		Number: 345	
Issue Date: 12/04/2009	03/17/20		Review Date: 01/2015	Sheriff Chief D		
Distribution C All Members		Re	scinds:		Amended: 02/20/2014	
Related Docu	ments:					
CFA Reference	ce: /FCAC/	NCCHO				

PURPOSE: The purpose of this general order is to prescribe procedures for the investing of surplus funds held by the Escambia County Sheriff's Office.

POLICY: All surplus funds that are held by or for the Escambia County Sheriff's Office will be invested in such a manner so that certain objectives are achieved, in particular the safety of the principle invested and the liquidity of the funds that are invested. The investment of these funds is governed by Florida Statute.

PROCEDURE:

345.1 Investment Objectives

- 1. When surplus funds are invested, each investment opportunity will follow certain objectives. These objectives are, in order of priority:
 - a. Safety Funds entrusted to the Sheriff represent funds belonging to the people of Escambia County. Therefore, the primary objective of this investment policy is to provide for the protection of investment capital.
 - b. Liquidity The Sheriff's Office portfolio will provide sufficient liquidity so that funds are available for timely satisfaction of financial &ligations.
 - Return on investment Within safety and liquidity limitations, a reasonable rate of return should be obtained on Sheriff's Office investments.

 The performance of the Escambia County Sheriff's Office investments will be compared on an annual basis with the appropriate indices published in a national financial publication. Such indices will be selected by the Chief Financial Officer to reflect returns on investments with a minimum of risk.

345.2 Prudence and Ethical Standard

It is imperative that certain standards be established and followed concerning the investment of funds held by the Sheriff. Of those standards, the prudent person standard is defined as follows:

- Investments will be made with judgment and care, under the circumstances
 then prevailing, which persons of prudence, discretion, and intelligence
 exercise in the management of their own affairs, not for speculation, but for
 investment, considering the probable safety of their capital as well as the
 income to be derived.
- Officers and employees involved in the investment process will refrain from
 personal business activity that could conflict with proper conduct of the
 investment program, or which could impair their ability to make impartial
 investment decisions. In addition, those persons will disclose to the Sheriff
 any material of financial interest or personal relationship which could cause a
 conflict of interest.

345.3 Authorized Investments

- The Local Government Surplus Trust Fund or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969, F.S.S. 163.01.
- Security and Exchange registered money market funds with the highest credit quality rating from a recognized rating agency.
- Saving accounts in state-certified depositories, as defined in F.S.S. 280.02(16)
- Certificates of Deposit in a state certified depository.
- Notes, Bonds, T-Bills, or other direct obligations of the United States Treasury.
- Federal agencies and instruments.
- 7. Repurchase agreements.

8. Prior to investing in any derivative product or reverse repurchase agreement, the Chief Financial Officer will review the provisions of F.S.S. 218.415(5).

345.4 Maturity and Liquidity Requirements

The investment portfolio will be constructed in such a manner as to provide sufficient liquidity to pay obligations as they become due. To the extent possible, investment maturities will be matched with known cash needs and anticipated cash flow.

345.5 Portfolio Composition and Diversification

Prudent investing necessitates that the portfolio be diversified as to instruments and dealers. Investments will be diversified to the extent practical to control risk of loss from over concentration of assets in specific maturity, issuer, instrument, dealer, or bank through which these instruments are bought and sold. Diversification strategies within the established guidelines will be reviewed and, if necessary, revised by the Chief Financial Officer on a periodic basis.

- 1. The following maximum limits are guidelines for diversification by instrument:
 - a. Government Advantage Interest Accounts 100%
 - b. Certificates of Deposit 0%
 - c. Treasury Bills/Notes 0%
 - d. Other United Stated Governmental Agencies 0%
 - e. State investment pool interest bearing accounts (i.e. Savings, NOW) 0%
- 2. The Sheriff may revise these guidelines for specific circumstances.
- 3. Government Advantage Account
 - a. The Government Advantage Account combines the features and conveniences of a full-service demand deposit account with the advantage of paying interest on excess balances. It also offers additional features that simplify operations and may help reduce overhead on cash management and investment activities.
 - b. Funds in Government Advantage Accounts are demand deposits, not investments. Therefore, the FDIC insures them for the first \$100,000. Additionally, the bank collaterizes the funds in the account to the fullest extent required by state law under Section 280.

c. Interest payments are determined monthly. At the end of each month, the account analysis system computes the average ledger balance, average float, and average positive collected balance. Compensating balances and the balance to offset services rendered are subtracted from the average positive collected balance to arrive at the net balance available amount. (An earnings credit rate equal to the Treasury bill interest rate will be used.) The interest is then paid on the dollars remaining after the service charges are covered. The interest is paid to the account on the 10th of the following month.

345.6 Authorized Investment Institutions and Dealers

The Escambia County Sheriff's Office will only purchase securities from brokers, dealers, or banks that have met certain criteria. Criteria for approval includes but is not limited to:

- Banks and Savings and Loan Associations must meet requirements as a qualified depository as determined by the State of Florida.
- Brokers and dealers must be listed on the Federal Reserve Bank of New York as primary government securities dealer.
- 3. Brokers and dealers must provide certification of having read this policy.
- Repurchase agreements will be conducted only with principals and not through third parties acting as agents.

345.7 Third Party Custodial Agreements

- All securities purchased by the Escambia County Sheriff's Office will be properly designated as assets of the Sheriff's Office and may be held in safekeeping by a third party custodial institution.
- 2. No withdrawal of securities, in whole or part, will be made from safekeeping without authorization of the Chief Financial Officer.
- 3. The Chief Financial Officer is authorized to execute, on behalf of the Sheriff, third party custodial agreement(s) with banks and other financial institutions. Such agreements may include the following:
 - Letters of authority from the Sheriff;
 - b. Details as to the responsibilities of each party;
 - c. Method of notification of security purchases, sales, and delivery;

- d. Procedures related to repurchase agreements;
- e. Wire transfers;
- f. Safekeeping and transaction costs;
- g. Procedures in case of wire transfer failure or other mishaps; and
- A description of the liabilities of each party.
- Certificates of deposit or other time deposits do not need to be placed with a third party custodian, as they are collateralized through F.S.S. 280.

345.8 Bid Requirements

- 1. When feasible and appropriate, a competitive bid process will be used.
- The primary investment instrument used by the Sheriff's Office is the Government Advantage Interest Account, with the principal being the bank balance at the end of a work period. Overall banking services will be by bid.
- To obtain the best mix of low cost service fees and highest rates of return, various types of accounts may be packaged as a group. This decision will be at the Sheriff's discretion.
- 4. The group may include both interest bearing and non-interest bearing accounts.
- 5. Bidding will be done on a 3 to 5 year cycle.
- Bid scoring will be done using a weighted matrix system for quantitative type answers.
 - a. If a clear winner does not emerge, a qualitative analysis will be used to make the final decision.
 - b. If a winner did not submit the highest interest rate, an explanation will be attached stating the reason(s) for the final selection.
- 7. All bids will be retained according to current bidding policy.

345.9 Internal Controls

The Chief Financial Officer will establish and monitor a set of controls designed to protect the Sheriff's Office funds and assure proper accounting and reporting of securities transactions.

345.10 Reporting

The Chief Financial Officer will prepare periodic reports, at least annually, for presentation to the Sheriff and the Board of County Commissioners. The report(s) will include the following:

- 1. Securities in the portfolio by class or type;
- 2. Book value;
- 3. Income earned; and
- 4. Market value as of date of the report.

Drafted by: Wanda H. White; October 18, 2009; Reviewed: LT; 12/03/09

Revised by: Cole C. Chancellor 01/13/2014

Approved

Signed	02/20/2014
David Morgan, Sheriff	Date

ATTACHMENT A

Escambia County Sheriff's Office

FYE 9/30/15



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Active Qualified Public Depository List

The following Qualified Public Depositories (QPDs) are authorized to hold public deposits. The cities and states listed are the home office locations. QPDs marked with an asterisk have limited the amount of public deposits they will administer. QPDs having a date beside their name are in the process of withdrawing from the program and shall not receive or retain public deposits after the date shown. They may, however, have certain obligations to the program after that date with which they must comply before concluding the withdrawal process.

QPD Name	City	State
1st Manatee Bank	Parrish	FL
1st National Bank of South Florida	Homestead	FL
American Enterprise Bank of Florida	Jacksonville	FL
American Momentum Bank	College Station	TX
American National Bank	Oakland Park	FL
Ameris Bank	Moultrie	GA
Anthem Bank & Trust	Plaquemine	LA
Apollo Bank	Miami	FL
Atlantic Coast Bank	Jacksonville	FL
Axiom Bank	Maitland	FL
BAC Florida Bank	Coral Gables	FL
BMO Harris Bank, N.A.	Chicago	IL
Banco Popular North America	New York	NY
BancorpSouth Bank	Tupelo	MS
Banesco USA	Coral Gables	FL
Bank of America, N.A.	Charlotte	NC
Bank of Belle Glade	Belle Glade	FL
Bank of Central Florida	Lakeland	FL
Bank of Tampa, The	Tampa	FL
Bank of the South	Pensacola	FL
BankUnited, N.A.	Miami Lakes	FL
Branch Banking & Trust Company	Winston-Salem	NC
Brannen Bank	Inverness	FL
Brickell Bank	Miami	FL
Busey Bank	Champaign	IL

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QPD Name	City	State
C1 Bank	St. Petersburg	FL
CBC National Bank	Fernandina Beach	FL
CCB Community Bank	Andalusia	AL
CNLBank	Orlando	FL
Cadence Bank, N.A.	Birmingham	AL
Capital Bank, N.A.	Coral Gables	FL
Capital City Bank	Tallahassee	FL
Centennial Bank	Conway	AR
CenterState Bank of Florida, N.A.	Winter Haven	FL
Central Bank	Tampa	FL
Charlotte State Bank & Trust	Port Charlotte	FL
CharterBank	West Point	GA
Citibank, N.A.	Sioux Falls	SD
Citizens Bank and Trust	Frostproof	FL
Citizens Bank of Florida	Oviedo	FL
Citizens First Bank	The Villages	FL
Citizens State Bank	Perry	FL
City National Bank of Florida	Miami	FL
Coconut Grove Bank	Miami	FL
Columbia Bank	Lake City	FL
Community Bank & Trust of Florida	Ocala	FL
Community Bank of Florida	Homestead	FL
Community Bank of the South	Merritt Island	FL
Community Bank, Coast	Biloxi	MS
Community State Bank	Starke	FL

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QPD Name	City	State
Compass Bank	Birmingham	AL
Continental National Bank	Miami	FL
Drummond Community Bank	Chiefland	FL
Eastern National Bank	Miami	FL
Edison National Bank	Fort Myers	FL
Encore Bank, N.A.	Port Charlotte	FL
Englewood Bank & Trust	Englewood	FL
EverBank	Jacksonville	FL
Executive National Bank	Miami	FL
FNBT BANK	Fort Walton Beach	FL
Farmers & Merchants Bank	Monticello	FL
Fidelity Bank	Atlanta	GA
Fifth Third Bank	Cincinnati	ОН
FineMark National Bank & Trust	Fort Myers	FL
First American Bank	Fort Dodge	IA
First Bank - Florida	Clewiston	FL
First Bank - Missouri	Creve Coeur	МО
First Bank of the Palm Beaches	West Palm Beach	FL
First City Bank of Florida.*	Fort Walton Beach	FL
First Federal Bank of Florida	Lake City	FL
First Florida Bank	Destin	FL
First Florida Integrity Bank	Naples	FL
First Green Bank	Mount Dora	FL
First NBC Bank	New Orleans	LA
First National Bank Northwest Florida	Panama City	FL

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QPD Name	City	State
First National Bank of Mount Dora, The	Mount Dora	FL
First National Bank of Pasco	Dade City	FL
First National Bank of South Miami	South Miami	FL
First National Bank of Wauchula	Wauchula	FL
First State Bank of Arcadia, The	Arcadia	FL
First State Bank of the Florida Keys	Key West	FL
FirstAtlantic Bank	Jacksonville	FL
Flagler Bank	West Palm Beach	FL
Florida Bank of Commerce	Orlando	FL
Florida Business Bank	Melbourne	FL
Florida Citizens Bank	Gainesville	FL
Florida Community Bank, N.A.	Weston	FL
Floridian Bank	Daytona Beach	FL
Floridian Community Bank	Davie	FL
Gateway Bank of Central Florida	Ocala	FL
Gateway Bank of Florida	Daytona Beach	FL
Gateway Bank of Southwest Florida	Sarasota	FL
Gibraltar Private Bank & Trust Company	Coral Gables	FL
Hancock Bank (legal name is Whitney Bank)	Gulfport	MS
Harbor Community Bank	Indiantown	FL
Heartland National Bank	Sebring	FL
IBERIABANK	Lafayette	LA
Intracoastal Bank	Palm Coast	FL
JPMorgan Chase Bank, N.A.	Columbus	он
Jacksonville Bank, The	Jacksonville	FL

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QPD Name	City	State
Defferson Bank of Florida	Oldsmar	FL
Lafayette State Bank *	Mayo	FL
Landmark Bank, N.A.	Fort Lauderdale	FL
Madison County Community Bank	Madison	FL
Mainstreet Community Bank of Florida	DeLand	FL
National Bank of Commerce	Birmingham	AL
Nature Coast Bank	Hernando	FL
NorthStar Bank	Tampa	FL
Northern Trust Company, The	Chicago	IL
Ocean Bank	Miami	FL
Oculina Bank, The	Fort Pierce	FL
One South Bank	Chipley	FL
OneUnited Bank *	Boston	MA
PNC Bank, N.A.	Wilmington	DE
Pacific National Bank	Miami	FL
Paradise Bank	Boca Raton	FL
Patriot Bank	Trinity	FL
Peoples Bank of Graceville	Graceville	FL
Peoples National Bank	Niceville	FL
Peoples State Bank	Lake City	FL
PeoplesSouth Bank	Colquitt	GA
Platinum Bank	Brandon	FL
Preferred Community Bank	Fort Myers	FL
Prime Meridian Bank	Tallahassee	FL
Raymond James Bank, N.A.	St. Petersburg	FL

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QPD Name	City	State
Regent Bank	Davie	FL
Regions Bank	Birmingham	AL
Renasant Bank	Tupelo	MS
Republic Bank & Trust Company	Louisville	KY
Sabadell United Bank, N.A.	Miami	FL
Seacoast National Bank	Stuart	FL
Seaside National Bank & Trust	Orlando	FL
ServisFirst Bank	Birmingham	AL
SmartBank	Pigeon Forge	TN
Southeastern Bank	Darien	GA
Stonegate Bank	Pompano Beach	FL
Summit Bank, N.A	Panama City	FL
SunTrust Bank	Atlanta	GA
Sunshine Bank	Plant City	FL
Sunstate Bank	Miami	FL
Synovus Bank	Columbus	GA
TD Bank, N.A.	Wilmington	DE
TotalBank	Mlami	FL
Trustmark National Bank	Jackson	MS
U.S. Bank N.A.	Cincinnati	ОН
USAmeriBank	Clearwater	FL
United Bank	Atmore	AL
United Southern Bank	Umatilla	FL
Valley National Bank	Passaic	NJ CN
Wauchula State Bank	Wauchula	FL

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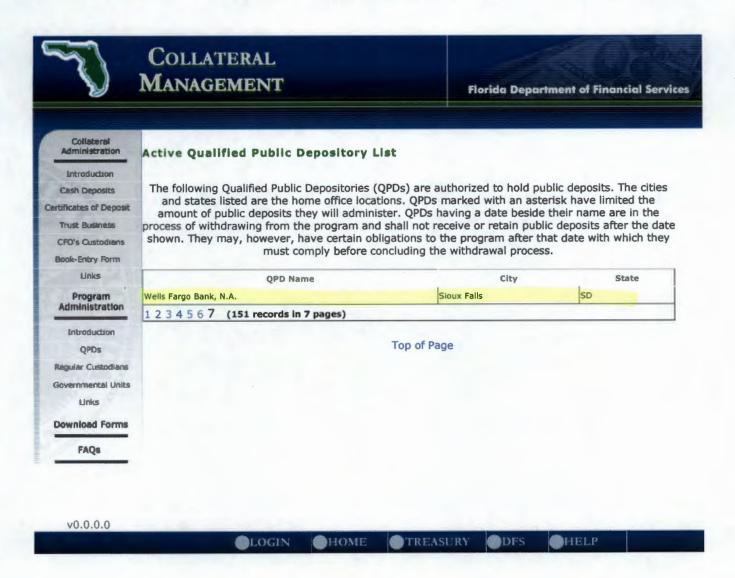
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ATTACHMENT B

Escambia County Sheriff's Office

FYE 9/30/15

OFFICE OF THE SHERIFF ESCAMBIA COUNTY, FLORIDA INVESTMENT POLICY INTERNAL CONTROLS

These controls are designed to protect the Sheriff's Office funds and to insure proper accounting and reporting of securities transactions. The controls will include, but are not limited to, the following:

- 1. All securities purchased or sold will be transferred only under "delivery vs. payment" (d.v.p.) method to insure that funds or securities are not released until all criteria relating to the specific transaction are met.
- The Chief Financial Officer is authorized to accept on behalf of and in the name
 of the Escambia County Sheriff's Office, bank trust receipts or confirmation as
 evidence of actual delivery of the obligation or securities in return for investment
 of funds.
- Trust receipts or confirmations will fully describe the various obligations or securities held.
- 4. The receipt or confirmation will state that the investment is held in the name of the Escambia County Sheriff's Office.
- Written documentation and/or confirmation of telephone transactions and/or wire transactions will be maintained.
- 6. There will be adequate separation of duties with clear delegation of authority among personnel handling investment functions.
- 7. Custodial safekeeping will be properly utilized.
- 8. Operational review and performance evaluation and reporting, interim and/or annual, will be completed by the Chief Financial Officer.
- 9. There will be an avoidance of bearer type securities.
- 10. There will be an avoidance of delivery type securities.
- 11. There will be specific limitations regarding securities losses and remedial actions will be taken as soon as possible should such losses occur.
- 12. A wire transfer agreement with the custodial bank outlining the various controls and security provisions for making and receiving wire transfers will be developed.
- 13. Prohibition of collusion will be developed into such controls.

- 14. Written dealer confirmation and month and quarterly custodial account statements will be maintained.
- 15. All daily investment activity will be coordinated and reviewed by the Chief Financial Officer.
- 16. The following personnel are designated as having authority to initiate investment activity:
 - A. The Sheriff;
 - B. The Chief Financial Officer; and
 - C. Person designated by the Sheriff.
- 17. Periodic training and educational opportunities will be made available concerning investment and related subjects for appropriate investment personnel.
- 18. Such additional controls as may be required.

INVESTMENTS

Escambia County Sheriff's Office

FYE 9/30/15

General Fund Interest Income

At 9/30/15 The Escambia County Sheriff's Office earned for the fiscal year the following amounts :

Oct	\$ 4.25
Nov	\$ 4.11
Dec	\$ 4.25
Jan	\$ 4.25
Feb	\$ 10.15
Mar	\$ 11.19
Apr	\$ 26.05
May	\$ 27.71
June	\$ 28.83
July	\$ 33.04
August	\$ 38.85
September	\$ 43.03
Total for fiscal year 2015	\$ 235.71

800 N. Magnolia Avenue Suite 1100 Orlando, Florida 32803



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OCT 222015

COUNTY ADMINISTRATOR'S OFFICE

October 19, 2015

Mr. Jack Brown County Administrator Escambia County 221 Palafox Place, Ste. 420 Pensacola, Florida 32502

Re:

The Florida Development Finance Corporation

Annual Reporting Requirements

Dear Mr. Brown:

In accordance with Section 288.9610, Florida Statutes, the Florida Development Finance Corporation has enclosed the following information:

- Audit results conducted pursuant to Section 11.45, Florida Statutes;
- A summary of the activities, operations and accomplishments of the Florida Development Finance Corporation which were conducted during Fiscal Year 2014, including the number of businesses assisted by the Corporation; and
- The assets, liabilities, income and operating expenses of the Corporation as of the end of Fiscal Year 2014, including a description of all outstanding revenue bonds.

If you have any questions or concerns about this information, please do not hesitate to contact me.

Sincerely.

William F. Spivey, Jr. Executive Director



October 5, 2015

To the Members of the Board of Directors
Florida Development Finance Corporation
Orlando, Florida

Dear Members:

We have audited the basic financial statements of Florida Development Finance Corporation ("FDFC") for the year ended June 30, 2015, and have issued our report thereon dated October 5, 2015. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our engagement letter dated January 6, 2015. Professional standards also require that we provide you with the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we will advise management about the appropriateness of accounting policies and their application. The significant accounting policies used by the Organization are described in Note 1 to the financial statements. No new accounting policies adopted and the application of existing policies was not changed during fiscal year ended June 30, 2015. We noted no transactions entered into by FDFC during the year for which there is a lack of authoritative guidance or consensus. There are no significant transactions that have been recognized in the financial statements in a different period than when the transaction occurred.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. There were no such misstatements identified during the audit.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated October 5, 2015.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to FDFC's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as FDFC's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We were engaged to report on Management's Discussion and Analysis which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This information is intended solely for the use of the Board of Directors and management of FDFC and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

Chang Behoat us

FLORIDA DEVELOPMENT FINANCE CORPORATION

FINANCIAL STATEMENTS

For the Year Ended June 30, 2015

And Report of Independent Auditor



FLORIDA DEVELOPMENT FINANCE CORPORATION

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Report of Independent Auditor

To the Board of Directors,
Florida Development Finance Corporation:

Report on the Financial Statements

We have audited the accompanying financial statements of Florida Development Finance Corporation ("FDFC") as of and for the year ended June 30, 2015 and the related notes to the financial statements, which collectively comprise FDFC's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Florida Development Finance Corporation as of June 30, 2015, and the respective changes in financial position and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3 – 6 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

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In accordance with *Government Auditing Standards*, we have also issued our report dated October 5, 2015 on our consideration of FDFC's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering FDFC's internal control over financial reporting and compliance.

Orlando, Florida October 5, 2015

JUNE 30, 2015

This discussion and analysis of Florida Development Finance Corporation's (FDFC) financial performance provides an overview of its financial activities for the fiscal year ended June 30, 2015. Please read it in conjunction with the report of independent auditor and the basic financial statements.

Financial Highlights

FDFC facilitated the authorization and issuance of \$222,460,000 in six (6) new money bonds and one (1) refunding bond for the fiscal year ending June 30, 2015. It received application and issuance fees of \$552,268. In the past, FDFC primarily issued bonds for small manufacturers, but over time, it has served a variety of 501(c)3 not-for-profit institutions, including health-care, educational and foundations. In FY14-15, FDFC served a private school, several charter schools, a public radio station group and a senior living facility. Current and pending applications include projects such as charter schools, surface transportation, senior living, non-tax credit Section 8 affordable housing and taxable bonds related to Property-Assessed Clean Energy ("PACE") financings. Even though the Fed Funds rate is projected to slowly increase by 4Q 2015, a relatively low interest rate environment in the private activity bond market is expected to continue through FDFC's fiscal year ending June 2016.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to FDFC's basic financial statements. The basic financial statements also include notes that explain in more detail some of the information in the financial statements.

Required Basic Financial Statements

FDFC utilizes an enterprise fund for its financial reporting purposes. This fund includes all activities of FDFC.

The financial statements of FDFC report information about FDFC using accounting methods similar to those used by private sector companies. These statements offer short-term and long-term financial information about its activities. The statement of net position includes all of FDFC's assets and liabilities and provides information about the nature and amounts of investments in resources (assets) and the obligations to FDFC's creditors (liabilities). The statement of net position also provides the basis for computing rate of return, evaluating the capital structure of FDFC and assessing liquidity and financial flexibility of FDFC.

All of the current year's revenues and expenses are accounted for in the statement of revenues, expenses, and changes in net position. This statement measures the success of FDFC's operations over the past year and can be used to determine whether FDFC has successfully recovered all of its costs through its services provided, as well as its profitability, and credit worthiness.

The final required financial statement is the statement of cash flows. The primary purpose of this statement is to provide information about FDFC's cash receipts and payments during the reporting period. The statement reports cash receipts, cash payments, and net changes in cash resulting from operating, investing, non-capital financing and financing activities and provides answers to such questions as where did cash come from, what was cash used for, and what was the change in the cash balance during the reporting period.

JUNE 30, 2015

Financial Analysis

Net Position

Net position may serve over time as a useful indicator of FDFC's financial position. FDFC's assets exceeded liabilities by \$1,223,822, representing an increase in net position for the year of \$194,838. The largest portion of FDFC's net position reflects cash received from bond issuance fees.

TABLE A-1: Statements of Net Position (In thousands of dollars)

	Fiscal Year 2015		Fiscal Year 2014		Dollar Change	
Assets						
Cash and cash equivalents	\$	1,242	\$	1,039	\$	203
Prepaid expenses		2		2		
Total assets		1,244		1,041		203
Liabilities						
Liabilities:						
Accounts Payable		20		12		8
Total liabilities	20			12		8
Net Position						
Unrestricted		1,224		1,029		195
Total net position	\$	1,224	\$	1,029	\$	195

Total assets increased in fiscal 2015 primarily due to the receipt of issuance fees on newly issued conduit debt. Total liabilities remained relatively the same for accounts payable.

JUNE 30, 2015

Net Position (continued)

The changes in net position displayed below shows FDFC's activities during the past two fiscal years. The increase in net position for each year represents the extent to which revenues exceeded expenses during the year.

TABLE A-2: Statements of Revenues, Expenses and Changes in Net Position (In thousands of dollars)

	Fiscal Year		Fiscal Year		Dollar	
	2015		2014		Change	
Revenues:						
Fees	\$	552	\$	304	\$	248
Interest income		1		1		
Total revenues	553		305			248
Expenses:						
General and administrative		74		10		64
Professional fees	284			107		177
Total expenses	358			117		241
Change in Net Position	195			188		7
Net Position, beginning of year		1,029		841		188
Net Position, end of year	\$_	1,224	\$	1,029	_\$_	195

As can be seen in Table A-2 above, the increase in operating revenue resulted directly from an increase in issuance fees related to significantly more new bond issuances as compared to the prior year. The increase in operating expenses is due primarily to an increase in professional fees associated with bond issuance and the establishing of a statewide PACE revenue bond program as legislatively provided in Florida Statute §288.9606(7)(a).

JUNE 30, 2015

Economic Factors

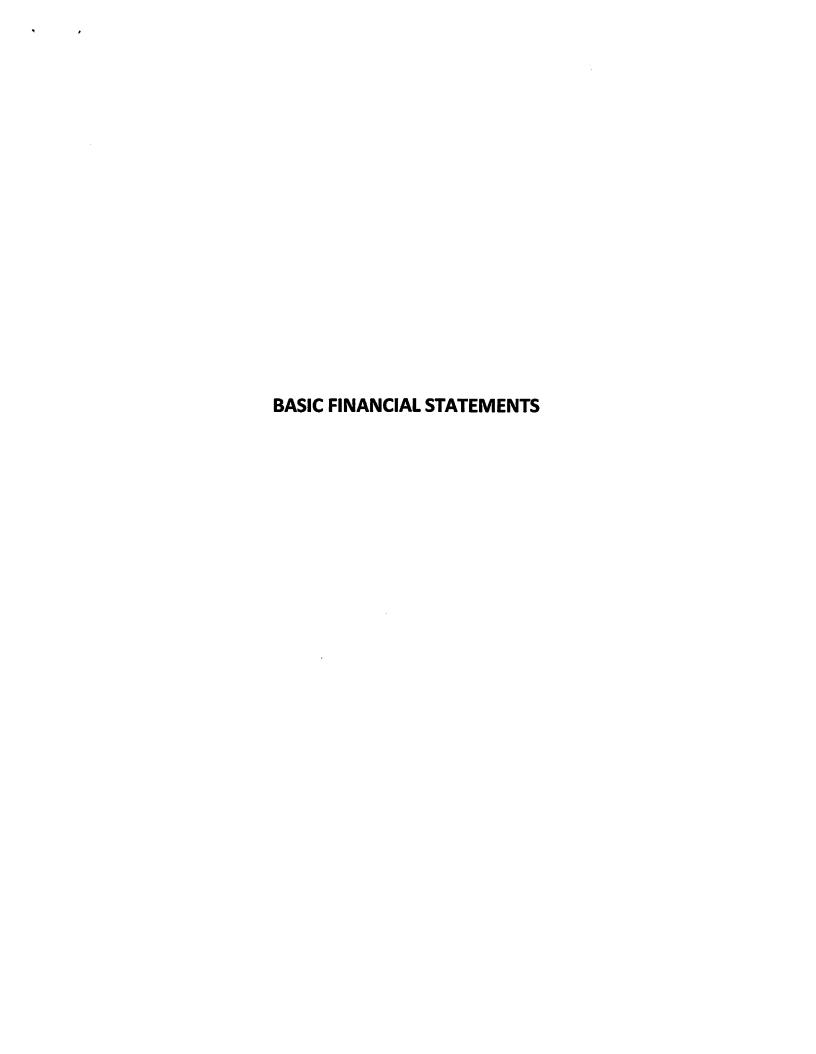
FDFC's primary business is the issuance of tax exempt revenue bonds, which are permissible under the U.S. Internal Revenue Service's private activity regulations and Chapter 288, Part X, Florida Statutes. Those regulations, subject to a number of limitations and restrictions, allow small manufacturers and non-profit corporations to finance capital assets with tax exempt bond proceeds.

FDFC's revenues are generated by fees charged for issuance of bonds, and the volume of bond issuance is directly impacted by general economic conditions.

Requests for Information

This financial report is designed to provide a general overview of FDFC's finances for all those with an interest in FDFC's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to:

Bill Spivey
Executive Director
800 North Magnolia Avenue, Suite 1100
Orlando, Florida 32803



STATEMENT OF NET POSITION

JUNE 30, 2015

ASSETS	
ASSETS	
Current Assets:	
Cash and cash equivalents	\$ 1,241,923
Prepaid expenses	2,061_
Total Current Assets	1,243,984
Total Assets	1,243,984
LIABILITIES	
Current Liabilities:	
Accounts Payable	20,162
Total Current Liabilities	20,162
Total Liabilities	20,162
NET POSITION	
Unrestricted	1,223,822
Total Net Position	\$ 1,223,822

FLORIDA DEVELOPMENT FINANCE CORPORATIONSTATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

YEAR ENDED JUNE 30, 2015

Revenues:	
Fees	\$ 552,268
Interest	963
Total Revenues	 553,231
Expenses:	
Professional fees	284,059
Miscellaneous	74,334
Total Expenses	 358,393
Increase in Net Position	194,838
Net Position, Beginning of Year	 1,028,984
Net Position, End of Year	 1,223,822

STATEMENT OF CASH FLOWS

YEAR ENDED JUNE 30, 2015

Cash Flows From Operating Activities:	
Receipts from fees	\$ 552,268
Payments to service providers	(350,254)
Interest received	963
Net Cash Provided by Operating Activities	 202,977
Net Increase in Cash and Cash Equivalents	202,977
Cash and Cash Equivalents, Beginning of Year	 1,038,946
Cash and Cash Equivalents, End of Year	\$ 1,241,923
Reconciliation of Increase in Net Position to Net Cash	
Provided by Operating Activities:	
Increase in net position	\$ 194,838
Adjustments to reconcile increase in net position	·
to net cash provided by operating activities:	
Changes in:	
Prepaid expenses	(135)
Accounts payable	 8,274
Net Cash Provided by Operating Activities	\$ 202,977

NOTES TO FINANCIAL STATEMENTS

YEAR ENDED JUNE 30, 2015

Note 1 – Summary of Significant Accounting Policies

A. Reporting Entity

Florida Development Finance Corporation ("FDFC") is an independent entity constituted as a public instrumentality of local government, created to facilitate economic development in Florida by working in partnership with the Florida financial services industry and local development organizations to create access to competitive sources of finance for creditworthy borrowers and other firms contributing to job creation and the economic base of Florida. FDFC's bond programs can provide tax exempt and taxable financing to many types of businesses under state and federal regulations. This includes financing through private activity bonds for small, creditworthy manufacturers and 501(c)(3) not-for-profit corporations.

FDFC is specifically formed pursuant to Florida Statutes, Chapter 288, Part X and all acts supplemental thereto and amendatory thereof.

FDFC is governed by a five member board of directors, appointed by the Governor subject to confirmation of the Senate. Each board member serves a term of four years.

The accompanying basic financial statements comply with the provisions of Governmental Accounting Standards Board ("GASB") Statement No. 14, as amended, *The Financial Reporting Entity*, in that the financial statements include all organizations, activities, and functions that comprise FDFC. Component units are legally separate entities for which FDFC (the primary entity) has financial accountability. Financial accountability is defined as the ability of the primary entity to appoint a voting majority of an organization's governing body and either (1) impose its will over the organization or (2) there is a potential that the organization will provide a specific financial benefit to, or impose a specific financial burden on the primary entity. Financial accountability may also arise if an organization is fiscally dependent on and has a fiscal benefit or burden relationship with the primary government. Using these criteria FDFC has no component units.

B. Measurement Focus and Basis of Accounting

FDFC is accounted for as an enterprise fund. The basic financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are reported when the liability is incurred, regardless of the timing of the related cash flows.

FDFC financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America, including application of all relevant GASB pronouncements.

C. Administration

FDFC is managed by the staff of Enterprise Florida, Inc. ("EFI"), a not-for-profit organization formed under Florida Statutes, Chapter 288, as a public-private partnership responsible for leading Florida's economic development.

NOTES TO FINANCIAL STATEMENTS

YEAR ENDED JUNE 30, 2015

Note 1 - Summary of Significant Accounting Policies (continued)

D. Assets, Liabilities and Net Position

(1) Deposits and Investments

(a) Cash and Cash Equivalents

Highly liquid financial instruments with an original maturity of three months or less at the time they are purchased by FDFC are considered to be cash equivalents.

FDFC places its cash and cash equivalents on deposit with financial institutions in the United States. The Federal Deposit Insurance Corporation (FDIC) covers \$250,000 for substantially all depository accounts. From time to time, FDFC may have amounts on deposit in excess of the insured limits. As of June 30, 2015, FDFC had \$991,923 on deposit in excess of these insured amounts. Management believes the associated risk is minimized by placing such assets with qualified public depositories. FDFC has not experienced any losses on such accounts.

(b) Investments

Florida Statute §218.415 states that units of local government electing not to adopt a written investment policy may invest or reinvest any surplus public funds in their control or possession in (1) the Local Government Surplus Funds Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969, (2) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency, (3) interest-bearing time deposits or savings accounts in qualified public depositories, and (4) direct obligations of the U.S. Treasury.

(2) Fees

Issuance fees paid by borrowers for conduit debt obligations are recognized as revenue in the period the bonds are issued; however, application fees are not refundable and are typically recognized when received.

E. Use of Estimates

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

F. Income Taxes

FDFC is a not-for-profit corporation and has been determined by the Internal Revenue Service to be a 501(c)(4) company exempt from taxes under Section 501(a) of the Internal Revenue Code. Accordingly, no provision has been made for income taxes.

NOTES TO FINANCIAL STATEMENTS

YEAR ENDED JUNE 30, 2015

Note 2 - Deposits and Investments

A. Deposits consist of the following at June 30, 2015:

	Unrestri	cted
--	----------	------

Demand deposits \$

\$ 1,241,923

\$ 1,241,923

Note 3 - Conduit Debt

In accordance with its mission and Chapter 288, Part X, Florida Statutes, FDFC has facilitated the issuance of debt obligations whereby FDFC is merely a conduit issuer of bonds issued on behalf of borrowers. These bonds do not constitute a general debt, liability or obligation of FDFC, the state, or any local government.

Additionally, FDFC has assigned all rights to receive payments from the borrowers to the bond purchaser in all bond financing transactions, or assign all rights to receive payments to a financial institution providing an irrevocable letter of credit which secures bondholders in typical credit enhanced transactions. Assigned payments are not included in the accompanying basic financial statements.

NOTES TO FINANCIAL STATEMENTS

YEAR ENDED JUNE 30, 2015

Note 3 - Conduit Debt (continued)

Changes in conduit debt outstanding for the year ended June 30, 2015 are as follows:

	Balance at			Balance at
	June 30,			June 30,
	2014	Additions	Reductions	2015
1999 Series B5 Composite Investor, LLC	\$ 380,000	\$ -	\$ 60,000	\$ 320,000
2000 Series A2 R.L. Smith Investments, LLC	790,000	•	120,000	670,000
2000 Series B2 through Series B3	830,000	•	120,000	710,000
2001 Series A1 Plastic Components, Inc.	400,000	•	50,000	350,000
2001 Series B2 MLMJC, Inc.	300,000	-	150,000	150,000
2001 Series C1 through Series C2	725,000	-	455,000	270,000
2002 Series B3 Air Technology Holdings, LLC	2,000,000	•	•	2,000,000
2002 Series C1 and Series C4	1,010,000	•	130,000	880,000
2005 Series A1 through Series A2	1,180,000	-		1,180,000
2006 Series A1 Florida Food Products, Inc.	1,950,000	•	250,000	1,700,000
2006 Series A Palm Bay Academy	5,130,000	•	•	5,130,000
2006 Series B Palm Bay Academy	550,000	-	-	550,000
2007 Series A Learning Gate	6,555,000	•	-	6,555,000
2007 Series A Palm Bay Academy	5,565,000	-	-	5,565,000
2007 Series B Learning Gate	340,000	-	125,000	215,000
2007 Series B Palm Bay Academy	535,000	•	•	535,000
2007 Series Maronda Homes of Florida	5,472,040	•	2,001,293	3,470,747
2008 Series Direct Placement SE Printing & St. Thomas Aquinas	1,379,272	-	1,237,658	141,614
2008 Series A Sculptor Charter School	4,710,000	•	15,000	4,695,000
2008 Series B Sculptor Charter School	50,000	•	50,000	•
2009 Series Center Court Properties, Inc.	1,825,000	-	75,000	1,750,000
2009 Series Airport Properties Partners, LLC	11,815,000	-	130,000	11,685,000
2010 Series DT Leasing, LLC	2,611,619	•	93,760	2,517,859
2010 Series Lake Eola Charter Schools Foundation, Inc.	1,757,127	-	66,750	1,690,377
2010 Series A Renaissance Charter Schools, Inc.	56,800,000	•	345,000	56,455,000
2010 Series B Renaissance Charter Schools, Inc.	10,215,000	-	590,000	9,625,000
2011 Series A Renaissance Charter Schools, Inc.	86,055,000	•	775,000	85,280,000
2011 Series B Renaissance Charter Schools, Inc.	2,225,000	-	260,000	1,965,000
2011 Series A and Series B Atlantic Pro-Nutrients	9,270,000	•	360,000	8,910,000
2011 Series A and Series B Bay Area Charter Foundation	37,665,000	•	675,000	36,990,000
2012 Series Sculptor Charter School	720,000		•	720,000
2012 Series A and Series B Montverde Academy	5,670,000	-	315,000	5,355,000
2012 Series Classical South Florida	4,085,000	•	4,085,000	· · ·
2012 Series A&B Renaissance Charter School, Inc.	58,520,000	-	705,000	57,815,000
2013 Series A&B Out of Door Academy, Inc.	19,000,000	•	-	19,000,000
2013 Series A&B Renaissance Charter School, Inc.	80,525,000		450,000	80,075,000
2013 Series A UF Health-Jacksonville	64,240,000	_	•	64,240,000
2013 Series B UF Health-Jacksonville	59,405,000		2,865,000	56,540,000
2014 Series A Earnest Products, Inc.	2,325,000	-	•	2,325,000
2014 Series B Earnest Products, Inc.	4,500,000	-	286,690	4,213,310
2014 Series A Miamit Arts, Inc.	•	30,000,000	-	30,000,000
2014 Series A&B Renaissance Charter Schools, Inc	-	53,175,000	-	53,175,000
2014 Series A Downtown Doral Charter School, Inc.	-	21,505,000	_	21,505,000
2014 Series B Downtown Doral Charter School, Inc.	-	320,000	-	320,000
2014 Series A FL Charter Educational Foundation, Inc	-	13,400,000	-	13,400,000
2014 Series B FL Charter Educational Foundation, Inc		1,230,000	-	1,230,000
2014 Series A American Public Media Froup	•	19,785,000	-	19,785,000
2014 Series B Classical South Florida	•	9,465,000		9,465,000
2015 Series A Tuscan Isle Property, LLC	•	41,850,000	•	41,850,000
2015 Series B Tuscan Isle Property, LLC	<u>-</u>	1,730,000	-	1,730,000
2015 Series A&B Divine Savior Lutheran Academy		30,000,000	484,904	29,515,096
	\$ 559,080,058	\$ 222,460,000	\$ 17,326,055	\$ 764,214,003

NOTES TO FINANCIAL STATEMENTS

YEAR ENDED JUNE 30, 2015

Note 3 - Conduit Debt (continued)

FDFC recognized \$552,268 of issuance revenue in the fiscal year ended June 30, 2015. FDFC facilitated the authorization and issuance of \$193,210,000 of new bonds and \$29,250,000 of refunding bonds in the current fiscal year.

Note 4 - Related Party Transactions

FDFC enters into bond financing transactions on behalf of borrowers with various financial institutions who have been approved by FDFC's Board of Directors. Certain Board members are affiliated with these financial institutions, which issue letters of credit that secure payment of the bonds. It is management's opinion that these transactions have been conducted at arm's length.

EFI provides certain administrative services on behalf of FDFC. During the year ended June 30, 2015, EFI charged FDFC \$50,000 for the provision of these services.

SUPPLEMENTARY REPORT OF INDEPENDENT AUDITOR



Report of Independent Auditor on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

To the Board of Directors, Florida Development Finance Corporation:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Florida Development Finance Corporation ("FDFC") as of and for the year ended June 30, 2015, and the related notes to the financial statements, which collectively comprise FDFC's basic financial statements and have issued our report thereon dated October 5, 2015

Internal Control over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

Chang Bahart us

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

Orlando, Florida October 5, 2015 Al-9278 Clerk & Comptroller's Report 12. 2.

BCC Regular Meeting Consent

Meeting Date: 11/05/2015

Issue: Minutes and Reports

From: Pam Childers, Clerk of the Circuit Court & Comptroller

Organization: Clerk & Comptroller's Office

Recommendation:

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

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

- A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held October 22, 2015;
- B. Approve the Minutes of the Regular Board Meeting held October 22, 2015; and
- C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole (C/W) Workshop held October 15, 2015.

(C/W REPORT TO BE DISTRIBUTED UNDER SEPARATE COVER)

Attachments

20151022 Agenda Work Session

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION HELD OCTOBER 22, 2015

BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING 221 PALAFOX PLACE, PENSACOLA, FLORIDA

(9:01 a.m. – 9:34 a.m.)

Present: Commissioner Grover C. Robinson, IV, Vice Chairman, District 4

Commissioner Lumon J. May, District 3

Commissioner Wilson B. Robertson, District 1 Commissioner Douglas B. Underhill, District 2

Honorable Pam Childers, Clerk of the Circuit Court and Comptroller

Jack R. Brown, County Administrator

Alison Rogers, County Attorney

Susan Woolf, General Counsel to the Clerk

Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

Absent: Commissioner Steven L. Barry, Chairman, District 5

- 1. <u>FOR INFORMATION:</u> The agenda for the October 22, 2015, Regular Board Meeting, was reviewed as follows:
 - A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the Regular BCC Agenda;
 - B. Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report;
 - C. Horace Jones, Director, Development Services Department, reviewed the Growth Management Report;
 - D. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the County Administrator's Report; and
 - E. County Attorney Rogers reviewed the County Attorney's Report, with comments from Wesley "Wes" Reeder, attorney for former Commissioner Gene M. Valentino.
- 2. <u>FOR INFORMATION:</u> County Administrator Brown presented Certificates of Outstanding Service to Lorraine Hudson, Manager, Treasury/Payroll; Sharon Harrell, Manager, Financial Reporting & Grants; and Justin Smith, Manager, Disbursements/Contracts, Clerk & Comptroller's Office.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-9219 Growth Management Report 12. 1.

BCC Regular Meeting Meeting Date: 11/05/2015

Issue: Review of Rezoning Cases Heard by the Planning Board on October 6,

2015

From: Horace Jones, Director Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Cases Heard by the Planning Board on October 6, 2015

That the Board take the following action concerning the Rezoning Cases heard by the Planning Board on October 6, 2015:

A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2015-15, Z-2015-16, Z-2015-17, and Z-2015-18 or remand the cases back to the Planning Board; and

B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

1. Case No.: Z-2015-15

Address: 329 & 333 Massachusetts Avenue

Property Reference 09-2S-30-1300-020-009 and 09-2S-30-1300-040-009

No.:

Property Size: 2.91 (+/-) acres

From: HDMU, High Density Mixed-use district (25 du/acre)

To: HC/LI-NA, Heavy Commercial and Light Industrial district, designation

prohibiting the subsequent establishment of any bars, nightclubs, or adult entertainment uses on the rezoned property (du density limited to

vested residential development)

FLU Category: MU-U, Mixed-Use Urban

Commissioner 3

District:

Requested by: Wiley C. "Buddy" Page, Agent for Steve Tate, Owner

Planning Board Approval

Recommendation:

Speakers: Buddy Page

2. Case No.: Z-2015-16

Address: 1700 & 1715 Olive Road

Property Reference 18-1S-30-4102-000-001 & 18-1S-30-4102-000-004

No.:

Property Size: 2.23 (+/-) acres

From: HDMU, High Density Mixed-use district (25 du/acre)

To: Com, Commercial district (25 du/acre)

FLU Category: MU-U, Mixed-Use Urban

Commissioner 4

District:

Requested by: Wiley C. "Buddy" Page, Agent for Brigham-Williams/Hunter Williams,

Owners

Planning Board Approval

Recommendation:

Speakers: Buddy Page

3. Case No.: Z-2015-17

Address: 1495 E Nine Mile

Property Reference 13-1S-30-1201-130-002

No.:

Property Size: 9.56 (+/-) acres

From: HDMU, High Density Mixed-use district (25 du/acre) and Com,

Commercial district (25 du/acre)

To: Com, Commercial district (25 du/acre)

FLU Category: MU-U, Mixed-Use Urban

5

Commissioner

District:

Requested by: Jonathan Green, Agent for Mark Brewer with Pen Air Federal Credit

Union, Owner

Planning Board Approval

Recommendation:

Speakers: Brenda Scott, Mark Brewer, James Rogers, Melissa Wilson, Nina

Hamilton, Edward Johnson, James Johnson, David Pinder, Brian

Barnett, D. Patrick Jehle, Jr.

4. Case No.: Z-2015-18

Address: 4850 Mobile Highway Property Reference 15-2S-30-1000-001-037

No.:

Property Size: 0.859 (+/-) acres

From: Com, Commercial district (25 du/acre)

To: HC/LI-NA, Heavy Commercial and Light Industrial district, designation

prohibiting the subsequent establishment of any bars, nightclubs, or adult entertainment uses on the rezoned property (du density limited to

vested residential development)

FLU Category: C, Commercial

Commissioner 2

District:

Requested by: John and Mae Dean with Dean Realty Company, Inc., Owners

Planning Board Approval

Recommendation:

Speakers: John Dean

BACKGROUND:

The above cases were owner initiated and heard at the October 6, 2015, Planning Board Meeting. Under the Land Development Code (LDC) Chapter 2, Article 7, "the Board of County Commissioners, at its scheduled hearing shall adopt, modify, or reject the recommendation of the Planning Board or SRIA or return the rezoning case to the board with instructions for additional facts or clarification. The staff of the recommending board shall inform the board of all formal actions taken by the BCC on the rezoning request.

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The recommended order is the result of deliberations by the Planning Board based on staff analysis, public testimony, and knowledge of the Comprehensive Plan and Land Development Code as well as case law and Florida Statutes.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

	Attachments	
<u>Z-2015-15</u>		
<u>Z-2015-16</u>		
<u>Z-2015-17</u>		
<u>Z-2015-18</u>		

Z-2015-15

ESCAMBIA COUNTY PLANNING BOARD REZONING HEARINGS - OCTOBER 6, 2015

		ESCAMBIA COUNTY PLANNING BOARD R	ZUNING	HEARINGS - OCTOBER 0, 2015
		9		11
	1	Findings-of-Fact to all Board members. The Chair	1	At this time I will ask our Board members if
	2	will entertain a motion to accept that rezoning	2	there are any ex parte communications between you,
	3	hearing package and the Findings-of-Fact, as well as	3	the applicant, agents, attorneys, witnesses or
	4	the legal advertisement into evidence.	4	fellow Planning Board members or anyone from the
08:44AM	5	MR. TATE: So moved.	08:46AM 5	general public. Also please disclose if you have
	6	MR. PYLE: Second.	6	visited the subject property. And please disclose
	7	MR. BRISKE: Mr. Tate and Mr. Pyle. Any	7	if you are a relative or business associate of any
	8	further discussion? All those in favor, say aye.	8	
	9	(Board members vote.)	9	At this time we will start good morning,
08:44AM I	_	MR. BRISKE: Opposed?	08:46AM 10	
	11	••	08:46AM 10	Ms. Hightower.
		(None.)		MS. HIGHTOWER: Good morning. No to all the
	12	MR. BRISKE: The motion carries unanimously.	12	
	13	(Motion passed unanimously.)	13	MR. BRISKE: Mr. Pyle.
	14	MR. BRISKE: The rezoning hearing package with	14	MR. PYLE: No to the ex parte. I know where
08:45AM I		the Findings-of-Fact and the legal advertisement	08:46AM 15	the property is located.
	16	will be marked in the record as Composite Exhibit A	16	MR. BRISKE: The Chairman. No to all.
	17	for all of today's cases. We do have four cases	17	MR. TATE: No, but I am familiar with the
1	18	today.	18	location.
1	19	(Exhibit A, Findings-of-Fact and legal	19	MR. BRISKE: Mr. Wingate.
2	20	advertisement, was identified and admitted.)	08:46AM 20	MR. WINGATE: I did visit the site of the
2	21	(The transcript continues on Page 10.)	21	property and I had no communications with anyone.
2	22	* * *	22	MR. BRISKE: Thank you. Mr. Rushing.
2	23		23	MR. RUSHING: No to all.
1	24		24	MR. BRISKE: Thank you.
2	25		08:46AM 25	Staff on this case was a notice of hearing sent
		850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM		OFO 424 FOE4/000 221 FOE4 DEPORTEDC STAVI ORDERORTING CERVICES COM
		0001101100011110001111000111100011110001111		850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM
		10		850.434.5954/800.321.5954 - REPORTERS@TATLORREPORTINGSERVICES.COM 12
	1 2	* * *	1	12
	2	* * * CASE NO: Z-2015-15	1 2	to all interested parties?
		* * * * CASE NO: Z-2015-15 Applicant: Wiley C. "Buddy" Page, Agent for Steve	_	to all interested parties? MS. CAIN: Yes, it was.
	2	* * * CASE NO: Z-2015-15	2	to all interested parties? MS. CAIN: Yes, it was.
	2 3 4	* * * * CASE NO: Z-2015-15 Applicant: Wiley C. "Buddy" Page, Agent for Steve	2	to all interested parties? MS. CAIN: Yes, it was. MR. BRISKE: Thank you. And was that notice of
	3	* * * CASE NO: Z-2015-15 Applicant: Wiley C. "Buddy" Page, Agent for Steve Tate, Owner Address: 329 & 333 Massachusetts Avenue	3 4	to all interested parties? MS. CAIN: Yes, it was. MR. BRISKE: Thank you. And was that notice of hearing also correctly posted on the subject property?
	2 3 4	* * * CASE NO: Z-2015-15 Applicant: Wiley C. "Buddy" Page, Agent for Steve Tate, Owner	3 4	to all interested parties? MS. CAIN: Yes, it was. MR. BRISKE: Thank you. And was that notice of hearing also correctly posted on the subject property? MS. BOHAN: Yes, sir.
	2 3 4 5 6	* * * CASE NO: Z-2015-15 Applicant: Wiley C. "Buddy" Page, Agent for Steve Tate, Owner Address: 329 & 333 Massachusetts Avenue Property Size: 2.91 (+/-) acres	2 3 4 08:47AM 5 6 7	to all interested parties? MS. CAIN: Yes, it was. MR. BRISKE: Thank you. And was that notice of hearing also correctly posted on the subject property? MS. BOHAN: Yes, sir. MR. BRISKE: Thank you.
	2 3 4 5	* * * * CASE NO: Z-2015-15 Applicant: Wiley C. "Buddy" Page, Agent for Steve Tate, Owner Address: 329 & 333 Massachusetts Avenue Property Size: 2.91 (+/-) acres From: HDMU, High Density Mixed-Use,	2 3 4 08:47AM 5 6 7 8	to all interested parties? MS. CAIN: Yes, it was. MR. BRISKE: Thank you. And was that notice of hearing also correctly posted on the subject property? MS. BOHAN: Yes, sir. MR. BRISKE: Thank you. Mr. Page, if there's no objection where is
	2 3 4 5 6	* * * CASE NO: Z-2015-15 Applicant: Wiley C. "Buddy" Page, Agent for Steve Tate, Owner Address: 329 & 333 Massachusetts Avenue Property Size: 2.91 (+/-) acres	2 3 4 08:47AM 5 6 7 8 9	to all interested parties? MS. CAIN: Yes, it was. MR. BRISKE: Thank you. And was that notice of hearing also correctly posted on the subject property? MS. BOHAN: Yes, sir. MR. BRISKE: Thank you. Mr. Page, if there's no objection where is Mr. Page? There is he is over there. If there's no
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	2 3 4 5 6 7 8	* * * * CASE NO: Z-2015-15 Applicant: Wiley C. "Buddy" Page, Agent for Steve Tate, Owner Address: 329 & 333 Massachusetts Avenue Property Size: 2.91 (+/-) acres From: HDMU, High Density Mixed-Use, (25 du/acre) To: HC/LI-NA, Heavy Commercial and Light Industrial district, designation prohibiting the subsequent establishment of any bars, nightclubs, or adult	2 3 4 08:47AM 5 6 7 8 9 08:47AM 10 11 12 13	to all interested parties? MS. CAIN: Yes, it was. MR. BRISKE: Thank you. And was that notice of hearing also correctly posted on the subject property? MS. BOHAN: Yes, sir. MR. BRISKE: Thank you. Mr. Page, if there's no objection where is Mr. Page? There is he is over there. If there's no objection, we'll do the maps and photography for the property. Thank you, sir. He's indicated he's okay. (Presentation of Maps and Photography.) MS. CAIN: Z-2015-15, 329 and 333 Massachusetts
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1 08:45AM 1 1 1	2 3 4 5 6 7 8 9 10 11 11 12 13 14 15 16 17 18 19	* * * * ** ** ** ** ** ** ** **	2 3 4 08:47AM 5 6 7 8 9 08:47AM 10 11 12 13 14 08:47AM 15 16 17 18 19 08:47AM 20 21	to all interested parties? MS. CAIN: Yes, it was. MR. BRISKE: Thank you. And was that notice of hearing also correctly posted on the subject property? MS. BOHAN: Yes, sir. MR. BRISKE: Thank you. Mr. Page, if there's no objection where is Mr. Page? There is he is over there. If there's no objection, we'll do the maps and photography for the property. Thank you, sir. He's indicated he's okay. (Presentation of Maps and Photography.) MS. CAIN: Z-2015-15, 329 and 333 Massachusetts Avenue. This is the location map showing it on Massachusetts Avenue. This is the aerial and the wetlands photography showing the parcel outlined in red. This is the existing land use showing the parcel and the surrounding use around the parcel. This is the Future Land Use showing Mixed Use Urban category. This is the 500-foot zoning map showing
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08:45AM 1	2 3 4 5 6 7 8 9 10 11 11 12 13 14 15 16 17 18 19 20 21 22 22	* * * ** ** ** ** ** ** ** **	2 3 4 08:47AM 5 6 7 8 9 08:47AM 10 11 12 13 14 08:47AM 15 16 17 18 19 08:47AM 20 21 22 23	to all interested parties? MS. CAIN: Yes, it was. MR. BRISKE: Thank you. And was that notice of hearing also correctly posted on the subject property? MS. BOHAN: Yes, sir. MR. BRISKE: Thank you. Mr. Page, if there's no objection where is Mr. Page? There is he is over there. If there's no objection, we'll do the maps and photography for the property. Thank you, sir. He's indicated he's okay. (Presentation of Maps and Photography.) MS. CAIN: Z-2015-15, 329 and 333 Massachusetts Avenue. This is the location map showing it on Massachusetts Avenue. This is the aerial and the wetlands photography showing the parcel outlined in red. This is the existing land use showing the parcel and the surrounding use around the parcel. This is the Future Land Use showing Mixed Use Urban category. This is the 500-foot zoning map showing the parcel HDMU and it's also Commercial and HDMU. I'm sorry, HDMU.
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08:45AM 1	2 3 4 5 6 7 8 9 10 11 11 12 13 14 15 16 17 18 19 20 21 22 22 23 24	* * * ** ** ** ** ** ** ** **	2 3 4 08:47AM 5 6 7 8 9 08:47AM 10 11 12 13 14 08:47AM 15 16 17 18 19 08:47AM 20 21 22 23	to all interested parties? MS. CAIN: Yes, it was. MR. BRISKE: Thank you. And was that notice of hearing also correctly posted on the subject property? MS. BOHAN: Yes, sir. MR. BRISKE: Thank you. Mr. Page, if there's no objection where is Mr. Page? There is he is over there. If there's no objection, we'll do the maps and photography for the property. Thank you, sir. He's indicated he's okay. (Presentation of Maps and Photography.) MS. CAIN: Z-2015-15, 329 and 333 Massachusetts Avenue. This is the location map showing it on Massachusetts Avenue. This is the aerial and the wetlands photography showing the parcel outlined in red. This is the existing land use showing the parcel and the surrounding use around the parcel. This is the Future Land Use showing Mixed Use Urban category. This is the 500-foot zoning map showing the parcel HDMU and it's also Commercial and HDMU. I'm sorry, HDMU.

	ESCAMBIA COUNTY PLANNING BUARD RE	ZUNTNG	HEARINGS - UCTUBER 0, 2015
	13		15
1	Massachusetts Avenue. This is looking across the	1	consistent with that because of the location
2	street from the subject property at the corner of	2	criteria. With regard to addressing that issue, I
3	Concordia and Massachusetts. This is just another	3	completed a compatibility study and made it a part
4	view of the same property across the street from the	4	of the application package to basically show that
08:48AM 5	subject property. This is looking northeast across	08:51AM 5	this particular block frontage that the property
6	from the subject property. That building right	6	sits on is about 1,140 feet in length running from
7	there is a commercial auto retail and detailing	7	east to west. On that block face, on the very
8	shop. This is looking east from the subject	8	corner, next door to the proposed development is, as
9	property along Massachusetts Avenue. This is	9	stated earlier in the photography, a pool
08:48AM 10	looking west from the subject on Massachusetts	08:51AM 10	contractor. And according to their brochure that we
11	toward "W" Street.	11	picked up, they're in the pool construction and
12	This is our 500-foot radius map that we	12	maintenance business. They have a warehouse
13	obtained from the property appraiser. This is our	13	facility, I presume, where they house all of their
14	500-foot mailing list that's sent out to all people	14	equipment. It states on here that they make pool
08:49AM 15	within the 500-foot area. That's the end of our	08:51AM 15	and filter repairs. I guess pool equipment and
16	maps.	16	electrical devices and what have you are repaired
17	MR. BRISKE: Thank you, Allyson.	17	either on site or back in this warehouse. And what
18	Board members, any questions on the maps or	18	is being proposed for your consideration here this
19	photography? Hearing none, Mr. Page, if you will	19	morning is a warehouse that will be providing the
08:49AM 20	please come forward. Good morning. We will have	08:52AM 20	same type of services.
21	you sworn in, please.	21	As a matter of fact, the owner of the
22	(Wiley C. "Buddy" Page sworn.)	22	electrical company that is proposing to build here
23	MR. BRISKE: Mr. Page, would you please state	23	actually has done he stated this morning and he's
24	your full name and address for the record?	24	with us here this morning that he has done
08:49AM 25	MR. PAGE: Mr. Chairman, Buddy Page, 5337	08:52AM 25	periodically electrical work for the swimming pool
	850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM		850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM
	14		16
1	Hamilton Lane in Pace, Florida, representing	1	contractor, so they somewhat are consistent in terms
2	Professional Growth Management Services, LLC.	2	of being able to perform things with a mutual
3	MR. BRISKE: Good morning, sir. Have you	3	location and certainly would make it somewhat
4	received a copy of the rezoning hearing package and	4	easier. But in any event, the block front measures
08:49AM 5	the Staff's Findings-of-Fact?	08:52AM 5	1,140 and that commercial is just adjacent and to
6	MR. PAGE: I have.	6	the west of the site.
7	MR. BRISKE: Do you understand you have the	7	Moving to the east would be the two lots that
8	burden of providing substantial competent evidence	8	are being proposed for your consideration this
9	that the proposed rezoning is consistent with the	9	morning to change the zoning on. But right across
08:50AM 10	Comprehensive Plan, furthers the goals, objectives	08:52AM 10	the street you will notice on the existing zoning
11	and policies of that plan and is not in conflict	11	if we could see that overhead again, please right
12	with any portion of the County's Land Development	12	across the street from it is four currently zoned
13	Code?	13	commercial operations, two of which are rather
		14	significant. Probably the largest operation that's
14	MR. PAGE: I do.		
08:50AM 15	MR. BRISKE: Thank you, sir. Please proceed.	08:53AM 15	ongoing over there is and I drove by yesterday
08:50AM 15 16	MR. BRISKE: Thank you, sir. Please proceed. MR. PAGE: Mr. Chairman, our application is	16	ongoing over there is and I drove by yesterday again trying to determine exactly what is going on
08:50AM 15 16 17	MR. BRISKE: Thank you, sir. Please proceed. MR. PAGE: Mr. Chairman, our application is requesting the Board's consideration for the	16 17	ongoing over there is and I drove by yesterday again trying to determine exactly what is going on there, but I would suggest that there are probably
08:50AM 15 16	MR. BRISKE: Thank you, sir. Please proceed. MR. PAGE: Mr. Chairman, our application is requesting the Board's consideration for the rezoning as stated. In reviewing the Staff's	16 17 18	ongoing over there is and I drove by yesterday again trying to determine exactly what is going on there, but I would suggest that there are probably 50, 60, 70 vehicles sitting there, all parked in
08:50AM 15 16 17 18 19	MR. BRISKE: Thank you, sir. Please proceed. MR. PAGE: Mr. Chairman, our application is requesting the Board's consideration for the rezoning as stated. In reviewing the Staff's Findings-of-Fact under Criterion A, under LDC 2-7.2,	16 17 18 19	ongoing over there is and I drove by yesterday again trying to determine exactly what is going on there, but I would suggest that there are probably 50, 60, 70 vehicles sitting there, all parked in different configurations, so I'm not sure if it's a
08:50AM 15 16 17 18	MR. BRISKE: Thank you, sir. Please proceed. MR. PAGE: Mr. Chairman, our application is requesting the Board's consideration for the rezoning as stated. In reviewing the Staff's Findings-of-Fact under Criterion A, under LDC 2-7.2, consistency with the Comprehensive Plan, the	16 17 18 19 08:53AM 20	ongoing over there is and I drove by yesterday again trying to determine exactly what is going on there, but I would suggest that there are probably 50, 60, 70 vehicles sitting there, all parked in
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	ESCAMBIA COUNTY PLANNING BUARD RE	1	
	17		19
1	is an existing window contractor that has trucks	1	Those of you that know the area know that
2	pull in with some pretty heavy loads of glass from	2	Massachusetts also extends to Mobile Highway on the
3	time to time, so it, too, is somewhat more	3	west side which also is a major collector facility,
4	significant in terms of just being a general local	4	as well. Traffic counts on that roadway exceed the
08:54AM 5	C-1 type of use.	08:57AM 5	minimum standard of 1,450 vehicles per day to keep
6	But, Mr. Chairman, on the east side moving on	6	it in that category. That's according to the
7	further down, as I say in the compatibility study,	7	traffic counts issued by the County.
8	there are two vacant commercial buildings and there	8	Criterion F, dealing with effects on the
9	is a convenience story located at the end of the	9	natural environment, we agree with staff that should
08:54AM 10	block. All of those total, as I say here, 571 feet	08:57AM 10	the Board choose to approve this there are no
11	in terms of the total amount of footage that's there	11	wetland or hydric soils on the site. It's
12	right now that's being used for commercial	12	relatively high and dry.
13	activities. If we under LDC 3-2.11(e)2e, again	13	So, Mr. Chairman, in reviewing then the
14	going back to the infill allowance, 50 percent of	14	criteria, we feel that out of all of them the one
08:54AM 15	1,071 feet represents 535 feet. So we've exceeded	08:57AM 15	exception that the staff has cited in terms of the
16	the 50 percent threshold. And I go further to say,	16	locational criteria, we again submit our
17	if we add in the two lots that's being considered	17	compatibility study for that and ask for the
18	here today, we would have that block frontage	18	50 percent rule under the exceptions criteria.
19	consisting of about 83 percent of commercial	19	MR. BRISKE: Thank you, Mr. Page.
08:55AM 20	activity.	08:57AM 20	Board members, any questions? I have one basic
21	The two lots that are adjacent to the subject	21	question for staff. I know you're going to give a
22	lots that we have under review here this morning are	22	full presentation, but is the determination between
23	owned by a Mrs. Cherry. And I think all of you are	23	an arterial road and a collector road the volume of
24	too young, with maybe one exception, to remember	24	traffic or are there other criteria that goes into
08:55AM 25	Duffy's Fish Market that used to be on one of those	08:58AM 25	it, as well?
	850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM		850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM
	18		20
1	lots for years and years. It certainly was a	1	MS. CAIN: Well, the FDOT has actually
2	lots for years and years. It certainly was a commercial type of use. Mrs. Cherry indicates she	2	MS. CAIN: Well, the FDOT has actually classified all these roadways and they just did a
2 3	lots for years and years. It certainly was a commercial type of use. Mrs. Cherry indicates she would certainly like to have her property	3	MS. CAIN: Well, the FDOT has actually classified all these roadways and they just did a new study and we use the latest and greatest update,
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2 3 4 4 08:55AM 5 6 7 8 9 08:56AM 10 11 12 13 14 08:56AM 15 16 17 18 19 08:56AM 20 21 22 23	lots for years and years. It certainly was a commercial type of use. Mrs. Cherry indicates she would certainly like to have her property commercial, too, because she can't seem to attract many people who are interested in building a home on Massachusetts Avenue in that area given the mix of activities that are going on. So, Mr. Chairman, we offer our compatibility study to be a part of Item B to deal with that inconsistency as far as the collector roadway locations. Moving on then to Item C, compatibility with the surrounding uses, the staff finds and we certainly concur that the amendment that we're requesting is compatible with the surrounding uses of the area. They go on to cite what they did observe in the area in terms of uses. Criterion D, Changed Conditions. There was one rezoning case as noted for Commercial in an earlier time. Criterion E, Development Patterns. Staff finds that if this is approved it would result in a logical and orderly development pattern in this area	2 3 4 08:58AM 5 6 7 8 9 08:58AM 10 11 12 13 14 08:59AM 15 16 17 18 19 08:59AM 20 21 22 23	MS. CAIN: Well, the FDOT has actually classified all these roadways and they just did a new study and we use the latest and greatest update, but we go by the FDOT standards and classifications that they give us. So I'm not exactly sure what their formula is, but I'm sure it has something to do with the volume of peak hours. MR. BRISKE: Probably because it has some residential areas back in there that's why it's considered a collector, correct? MS. CAIN: Well, yes, sir, but also it is a roadway that collects all the traffic from Pace, Palafox and "W" Street. It connects those two arterial roadways. MR. JONES: And also they look at Horace Jones, Planning and Zoning Department. They look into what it feeds into. It feeds into two major arterial roadways. The volume of traffic, as Allyson stated, FDOT they do look at that, along with what it feeds into. If it feeds a local road it definitely will be a collector. The collector definition is that it must collect all the traffic to feed into a major arterial road, which

	ESCAMBIA COUNTY PLANNING BUARD RE		,
	MD_RDISKE: Thank you. Any other questions		existing surrounding uses in the area. Plus the
1	MR. BRISKE: Thank you. Any other questions	1	existing surrounding uses in the area. Plus the
2	for Mr. Page? Then we will have the staff do their	2	collector, as we stated earlier, is collecting all
3 4	presentation. Mr. Page, we'll get back to you and	3 4	the traffic from the arterial roadways from "W" and
_	let you do your closing.	_	Pace.
08:59AM 5	Allyson, are you presenting?	09:02AM 5	Effects on the natural environment. There were
7	MS. CAIN: Yes, sir.	7	no hydric soils or wetlands found on the property
8	MR. BRISKE: If you would, state your name and	8	that would protect the property.
9	position for the record, please. (Presentation by Allyson Cain, previously	9	And CRA did give some comments for the consistency with the Land Development Code.
09:00AM 10	sworn.)	09:02AM 10	Although, Ms. Long is not here at the moment to kind
11	MS. CAIN: Allyson Cain, Urban Planner. This	11	of defend this statement, she did say that the CRA
12	is Z-2015-15, 329 and 333 Massachusetts Avenue,	12	does not support spot zoning. That is stated in the
13	requesting a change from HDMU, High Density Mixed	13	redevelopment plan, and that the Palafox
14	Use, to High Commercial Light Industrial NA, which	14	Redevelopment Plan states that the rezoning and spot
09:00AM 15	is nonalcoholic heavy, I'm sorry. My brain is	09:03AM 15	zoning are contrary to the Palafox Redevelopment
16	not quite working with the mouth this morning.	16	Plan except in truly unique situations. And other
17	Criterion A was consistency with the	17	than just reading that, I can't defend her
18	Comprehensive Plan. It is consistent we do find	18	statement.
19	with the Comprehensive Plan.	19	And that all the staff's findings.
09:00AM 20	With the Criterion B, consistent with the Land	09:03AM 20	MR. BRISKE: Thank you, Allyson. You mentioned
21	Development Code, it did meet what would be	21	that I think you said you were in agreement with
22	considered, you know, some permitted uses in the	22	Mr. Page's compatibility study?
23	area for heavy commercial and light industrial. The	23	MS. CAIN: Yes.
24	reason that we said it was not consistent was due to	24	MR. BRISKE: Does that meet the requirement for
09:01AM 25	the locational criteria that is in the Land	09:03АМ 25	the 50 percent exception?
	850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM		850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM
	22		24
1	Development Code under 3-2.11. It states that it	1	MS. CAIN: Yes, sir. His calculations did seem
2	should be along an arterial roadway either within a	2	to meet that. I think it was 2e that he referenced.
3	quarter of a mile of an intersection with an	3	MR. BRISKE: Mr. Page, any questions for staff?
4	arterial or along an arterial roadway no more than a	4	MR. PAGE: No, sir.
09:01AM 5	half a mile from an intersection with an arterial	09:03АМ 5	MR. BRISKE: Board members, questions for
6	roadway.	6	staff?
7	The applicant did submit his compatibility	7	MR. PYLE: I'm just curious. The only reason
8	analysis and staff does concur with the analysis,	8	it was not consistent with the purposes of the Land
9	although, due to the code, it's on a collector	9	Development Code is the distance to "W" Street; is
09:01AM 10	versus an arterial, which is one of the	09:04AM 10	that correct? That would have deemed it from a collector to an arterial road?
12	requirements. For Criterion C, compatibility with the	12	MS. CAIN: Well, it also said it needed to be
13	surrounding areas, the property does have some	13	on an arterial roadway and it was on a collector
14	conforming uses and conditions and activities in the	14	versus an arterial.
09:01AM 15	area that would be suitable for high commercial and	09:04AM 15	MR. BRISKE: Okay. Any other questions of
16	light industrial. There were some existing pool	16	staff?
17	companies, auto repairs, grocery stores, that sort	17	I don't have anyone signed up from the public
18	of the thing within the area.	18	to speak. Is there anyone here from the public that
19	For Criterion D, changed conditions, as	19	hasn't filled out a form that wishes to speak on
09:02AM 20	Mr. Page said, we did find rezoning cases that were	09:04AM 20	this case? Hearing none, I will close the public
21	approved basically right across the street from R-6	21	comment portion.
22	to C-1, and some conditional uses, as well. Those	22	Mr. Page, would you like to give any closing
23	would not impact the subject area or parcels.	23	statement?
24	The Criterion E, development patterns, we found	24	MR. PAGE: Mr. Chairman, just one comment. The
09:02АМ 25	that it would be logical and orderly due to the	09:04АМ 25	classification code that the County uses they take a
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		25		27
	1	look at what FDOT also classifies roads for and this	1	mean, that one is kind of odd for us because we
	2	particular one is classified by FDOT as a major	2	cannot as Mr. Page knows, even his customers
	3	urban collector. The next major urban collector	3	tomorrow can change what they intend to use for
	4	going to the north would be Detroit Boulevard ending	4	whatever that land is zoned for, but I would say
09:05AM	5	on Pine Forest Road and on Pace Boulevard, so that's	09:07АМ 5	what we know of the use is consistent with the uses
	6	the classification that Florida DOT uses for the	6	within the neighborhood.
	7	roadway.	7	MS. SMITH: I think that's sufficient.
	8	MR. BRISKE: Thank you, sir.	8	MR. TATE: So amended.
	9	Board members, any discussion? The Chair will	9	MR. BRISKE: Let's go ahead and clean it up.
09:05AM	10	entertain a motion.	09:08AM 10	So you're amending to include
	11	(Motion by Mr. Tate.)	11	MR. TATE: The compatibility analysis as the
	12	MR. TATE: Mr. Chair, I move that this Board	12	support for letter B, consistent with the land
	13	find in favor of rezoning Case Z-2015-15, finding in	13	development use and to the best of our knowledge
	14	favor of rezoning from High Density Mixed Use, to	14	that the use that we're aware of is consistent with
09:05AM	15	Heavy Commercial and Light Industrial with a	09:08AM 15	the uses within the Palafox Redevelopment area. And
	16	nonalcoholic designation.	16	then I'll just take this a step further. And as we
	17	And agree with Staff's Findings-of-Fact for A,	17	understand spot zoning, this is not a case of spot
	18	C, D, E and F and indicate that the applicant has	18	zoning.
	19	met the intent of the Land Development Code in	19	MR. BRISKE: Thank you.
09:06AM	20	regard to B and in regard to the 50 percent clause	09:08AM 20	Mr. Rushing, does your second stand on the
	21	meeting that determination.	21	amended motion?
	22	MR. BRISKE: We have a motion. Do we have a	22	MR. RUSHING: Yes.
	23	second?	23	MR. BRISKE: All right. Now we're going to
	24	MR. RUSHING: Second.	24	actually take the vote on the amended motion and
09:06AM	25	MR. BRISKE: Was that Mr. Rushing that got in	09:08AM 25	second. Any further discussion?
		850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM		850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM
		26	_	28
	1	first?	1 2	All those in favor, say aye. (Board Members vote.)
	2	MR. TATE: Yes.	3	MR. BRISKE: Opposed?
	3	MR. BRISKE: You guys have got to be quicker on	09:08AM 5	(None.) MR. BRISKE: The motion carries unanimously.
	4	the button there. We got that? Any further	09:08AM 5	(Motion passed unanimously.)
09:06AM	5	" ' 2 All II ' C		
		discussion? All those in favor, say aye.	7	MR. BRISKE: Thank you, Mr. Page. I think
	6	(Board Members vote.)	8	MR. BRISKE: Thank you, Mr. Page. I think you're up on the next one, as well.
	6 7		8 9 10	MR. BRISKE: Thank you, Mr. Page. I think you're up on the next one, as well. (Conclusion of Case Z-2015-15. The transcript continues on Page 29.)
	_	(Board Members vote.)	8 9 10 11	MR. BRISKE: Thank you, Mr. Page. I think you're up on the next one, as well. (Conclusion of Case Z-2015-15. The transcript
	7	(Board Members vote.) MR. BRISKE: Opposed?	8 9 10	MR. BRISKE: Thank you, Mr. Page. I think you're up on the next one, as well. (Conclusion of Case Z-2015-15. The transcript continues on Page 29.)
09:06AM	7 8 9	(Board Members vote.) MR. BRISKE: Opposed? MS. SMITH: Mr. Chairman?	8 9 10 11 12 13	MR. BRISKE: Thank you, Mr. Page. I think you're up on the next one, as well. (Conclusion of Case Z-2015-15. The transcript continues on Page 29.)
	7 8 9	(Board Members vote.) MR. BRISKE: Opposed? MS. SMITH: Mr. Chairman? MR. BRISKE: I'm sorry.	8 9 10 11 12 13	MR. BRISKE: Thank you, Mr. Page. I think you're up on the next one, as well. (Conclusion of Case Z-2015-15. The transcript continues on Page 29.)
	7 8 9 10	(Board Members vote.) MR. BRISKE: Opposed? MS. SMITH: Mr. Chairman? MR. BRISKE: I'm sorry. MS. SMITH: The current Land Development Code	8 9 10 11 12 13	MR. BRISKE: Thank you, Mr. Page. I think you're up on the next one, as well. (Conclusion of Case Z-2015-15. The transcript continues on Page 29.)
	7 8 9 10 11	(Board Members vote.) MR. BRISKE: Opposed? MS. SMITH: Mr. Chairman? MR. BRISKE: I'm sorry. MS. SMITH: The current Land Development Code doesn't reference the 50 percent. It used to be	8 9 10 11 12 13 14 15	MR. BRISKE: Thank you, Mr. Page. I think you're up on the next one, as well. (Conclusion of Case Z-2015-15. The transcript continues on Page 29.)
	7 8 9 10 11	(Board Members vote.) MR. BRISKE: Opposed? MS. SMITH: Mr. Chairman? MR. BRISKE: I'm sorry. MS. SMITH: The current Land Development Code doesn't reference the 50 percent. It used to be there. At this point what we need is a finding that	8 9 10 11 12 13 14 15	MR. BRISKE: Thank you, Mr. Page. I think you're up on the next one, as well. (Conclusion of Case Z-2015-15. The transcript continues on Page 29.)
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Planning Board-Rezoning

5. A.

Meeting Date: 10/06/2015 **CASE:** Z-2015-15

APPLICANT: Wiley C. "Buddy" Page, Agent for Steve Tate, Owner

ADDRESS: 329 & 333 Massachusetts Avenue

PROPERTY REF. NO.: 09-2S-30-1300-020-009; 09-2S-30-1300-040-009

FUTURE LAND USE: MU-U, Mixed-Use Urban

DISTRICT: 3

OVERLAY DISTRICT: Palafox Redevelopment

BCC MEETING DATE: 11/05/2015

SUBMISSION DATA:

REQUESTED REZONING:

FROM: HDMU, High Density Mixed-use district (25 du/acre)

TO: HC/LI-NA, Heavy Commercial and Light Industrial district, designation prohibiting the subsequent establishment of any bars, nightclubs, or adult entertainment uses on the rezoned property. (Dwelling unit density limited to vested residential development.)

RELEVANT AUTHORITY:

- (1) Escambia County Comprehensive Plan
- (2) Escambia County Land Development Code
- (3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
- (4) Resolution 96-34 (Quasi-judicial Proceedings)
- (5) Resolution 96-13 (Ex-parte Communications)

APPROVAL CONDITIONS

Criterion a., LDC Sec. 2-7.2(b)(4)

Consistent with Comprehensive Plan

Whether the proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of the plan's provisions.

Comprehensive Plan (CPP) FLU 1.1.1 Development Consistency. New

development and redevelopment in unincorporated Escambia County shall be consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM).

CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Urban (MU-U) Future Land Use (FLU) category is intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Range of allowable uses include: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic. The minimum residential density is 3.5 dwelling units per acre and the maximum residential density is 25 dwelling units per acre.

CPP FLU 1.5.3 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed-Use Suburban, Mixed-Use Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FINDINGS

The proposed amendment to HC/LI-NA **is consistent** with the intent and purpose of Future Land Use category MU-U as stated in CPP FLU 1.3.1 because Mixed-Use Urban allows for retail commercial while providing a separation between existing residential uses. As stated in CPP FLU 1.5.3, the parcel will utilize existing roads and infrastructures while maximizing the use of vacant land.

Criterion b., LDC Sec. 2-7.2(b)(4)

Consistent with The Land Development Code

Whether the proposed amendment is in conflict with any portion of this Code, and is consistent with the stated purpose and intent of this Code.

Sec. 3-2.9 High Density Mixed-use district (HDMU).

(a) Purpose. The High Density Mixed-use (HDMU) district establishes appropriate areas and land use regulations for a complimentary mix of high density residential uses and compatible non-residential uses within urban areas. The primary intent of the district is to provide for a mix of neighborhood retail sales, services and professional offices with greater dwelling unit density and diversity than the Low Density Mixed-use district. Additionally, the HDMU district is intended to rely on urban street connectivity and encourage vertical mixes of commercial and residential uses within the same building to accommodate a physical pattern of development characteristic of village main streets and older neighborhood commercial areas. Residential uses within the district include all forms of single-family, two-family and multi-family dwellings.

Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).

(a) Purpose. The Heavy Commercial and Light Industrial (HC/LI) district establishes appropriate areas and land use regulations for a complementary mix of industrial uses with a broad range of commercial activities. The primary intent of the district is to allow light manufacturing, large-scale wholesale and retail uses, major services, and other more intense uses than allowed in the Commercial district. The variety and intensity of non-residential uses within the HC/LI district is limited by their compatibility with surrounding uses. All commercial and industrial operations are limited to the confines of buildings and not allowed to produce undesirable effects on other property. To retain adequate area for commercial and industrial activities, other uses within the district are limited.

HC/LI-NA designation. Any applicant for rezoning to the HC/LI zoning district may request a HC/LI-NA designation prohibiting the subsequent establishment of any bars, nightclubs, or adult entertainment uses on the rezoned property. The request shall be in the form of a notarized affidavit that acknowledges this use restriction and affirms that it is a voluntary request. Once approved according to the rezoning process of Chapter 2, the HC/LI-NA zoning designation and its prohibitions shall apply to the property, regardless of ownership, unless the parcel is rezoned.

FINDINGS

The proposed amendment is **not consistent** with the intent and purpose of the Land Development Code. Although there are parcels in the surrounding area that have commercial uses, the subject parcel is on a collector roadway, which does not meet the locational criteria in Chapter 3, Section 3-2.11(e). The applicant has submitted a compatibility analysis providing regarding the parcel or use. The subject parcel is within the Palafox redevelopment area. CRA has provided comments.

Criterion c., LDC Sec. 2-7.2(b)(4)

Compatible with surrounding uses

Whether all land uses, development activities, and conditions allowed by the proposed zoning are compatible with the surrounding conforming uses, activities and conditions and able to coexist in relative proximity to them in a stable fashion over time such that no use, activity, or condition negatively impacts another. The appropriateness of the rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the requested zoning.

FINDINGS

The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts Com and HDMU. Along Massachusetts Avenue there are several existing commercial businesses. Rezoning the subject parcel will allow for activities and development that will be able to coexist and avoid undesirable effects on the neighboring properties and residential uses. Any development on the parcel will go through the Site Plan Review process to ensure all buffering standards and other county land development regulations are followed.

Criterion d., LDC Sec. 2-7.2(b)(4)

Changed conditions

Whether the area to which the proposed rezoning would apply has changed, or is changing, to such a degree that it is in the public interest to encourage new uses, density, or intensity in the area through rezoning.

FINDINGS

Staff found a rezoning case Z-2001-44 that was approved from R-6 to C-1, and a conditional use, CU-2011-12, was granted on a parcel across Massachusetts Avenue. In 2008 a Development Order was issued for a commercial project on the westerly portion of the subject parcel in combination with the property to the west. These changes **would not impact** the amendment or property(s).

Criterion e., LDC Sec. 2-7.2(b)(4)

Development patterns

Whether the proposed rezoning would contribute to or result in a logical and orderly development pattern.

FINDINGS

The proposed amendment **would** result in a logical and orderly development pattern. Massachusetts Avenue functions as a commercial corridor between two arterial roadways, "W" Street and Palafox/Pace Boulevard. The location is in an area where already established non-residential uses are consistent with HC/LI, and the requested rezoning would constitute infill development of similar intensity

as the conforming development on surrounding parcels.

Criterion f., LDC Sec. 2-7.2(b)(4) Effect on natural environment

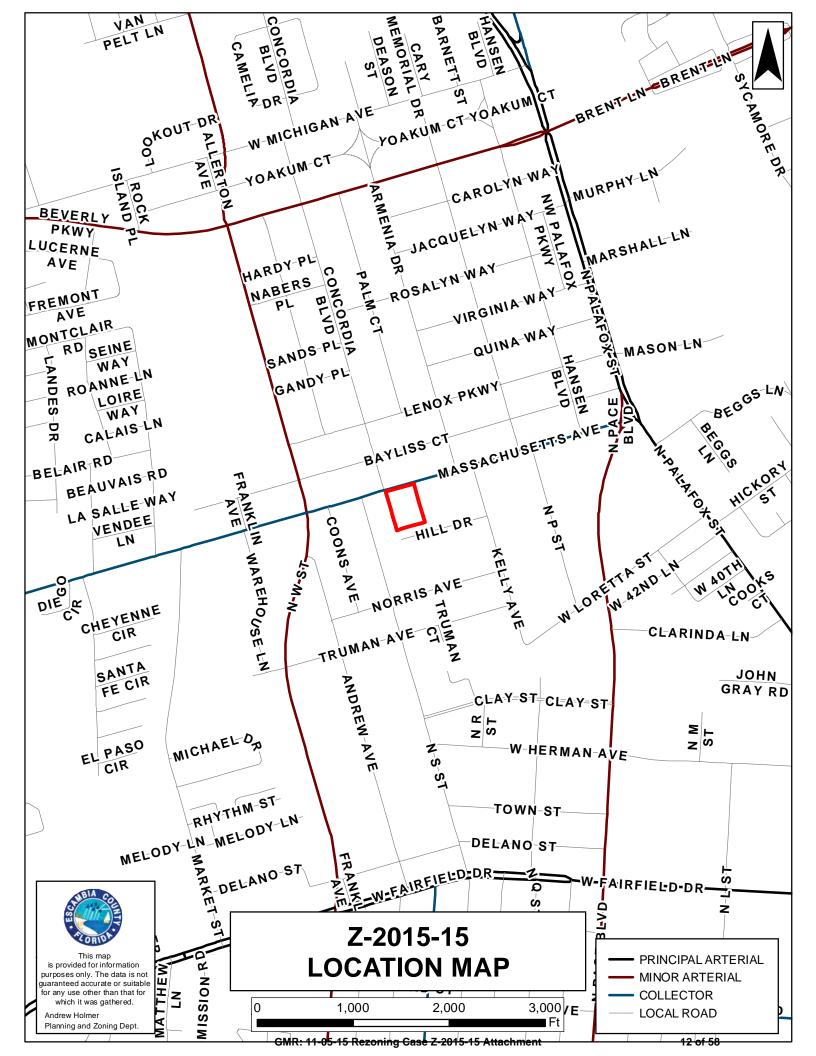
Whether the proposed rezoning would increase the probability of any significant adverse impacts on the natural environment.

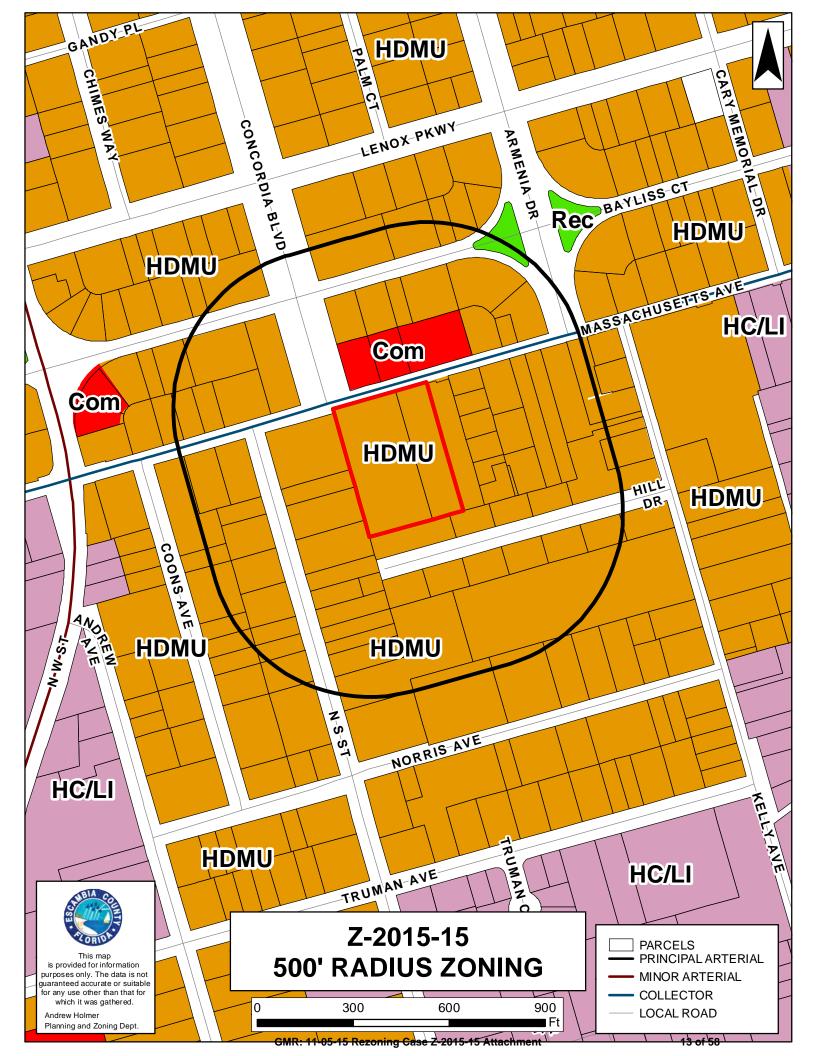
FINDINGS

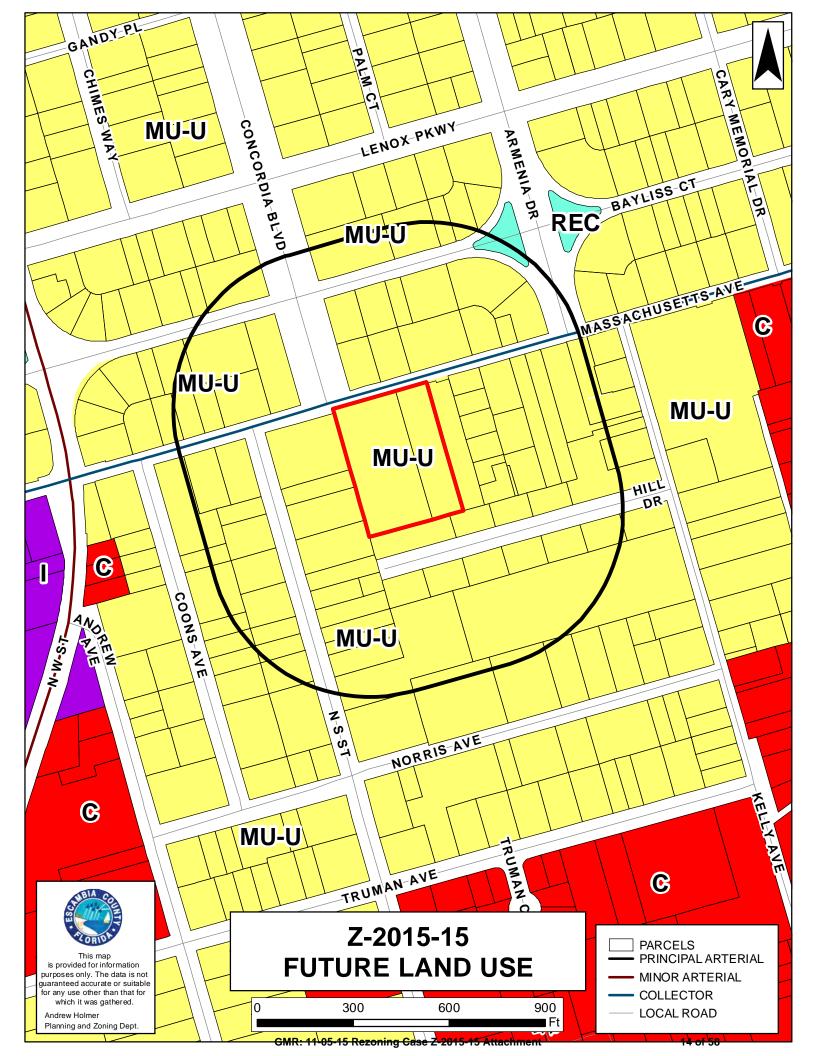
According to the National Wetland Inventory, wetlands and hydric soils **were not** indicated on the subject property. When applicable, further review during the Site Plan Review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

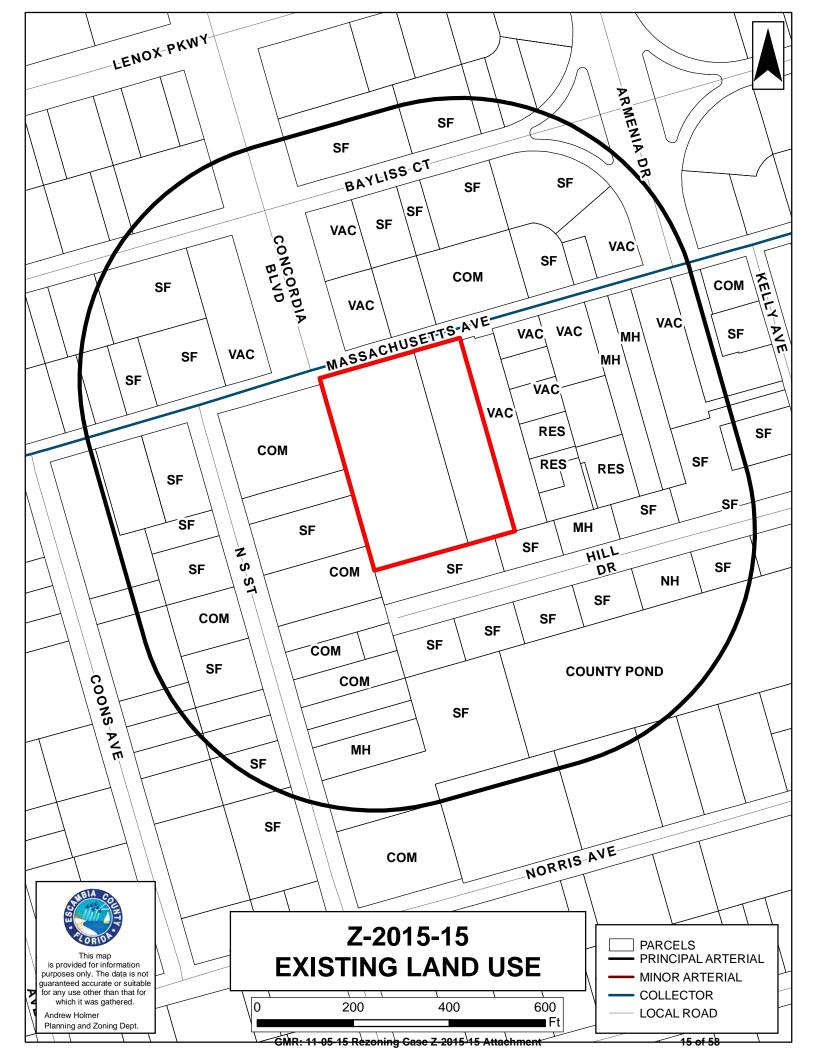
Attachments

Z-2015-15 CRA Comments

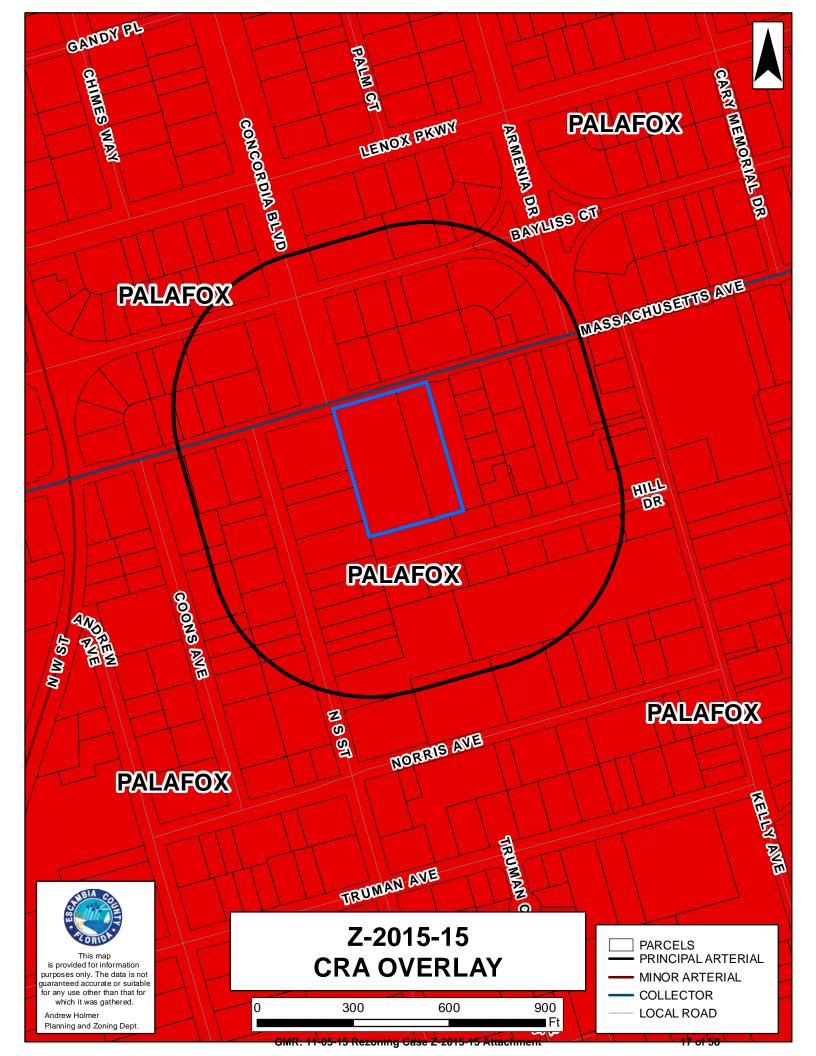














Public Notice Sign



Looking into subject property along Massachusetts Avenue



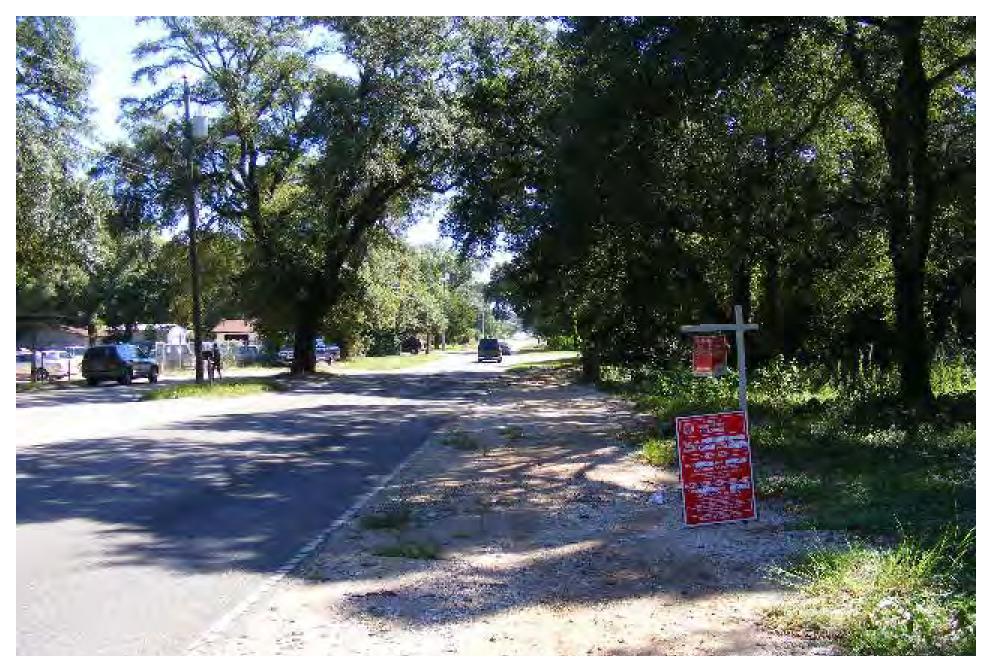
Looking across from subject property; corner of Concordia and Massachusetts



Looking across from subject property; corner of Concordia and Massachusetts



Looking Northeast across from subject property



Looking East from subject property along Massachusetts Avenue



Looking West from subject property along Massachusetts Avenue

Wiley C. "Buddy" Page, MPA, APA

Professional Growth Management Services, LLC

5337 Hamilton Lane Pace, Florida 32571 Cell 850.232.9853 budpage1@att.net

> July 27, 2015 VIA HAND DELIVERY

Mr. Horace Jones, Director Planning & Zoning Department 3363 West Park Place Pensacola, Florida 32505

> RE: Rezoning Request 333 Massachusetts Avenue Parcel 09-2S-30-1300-020-009 & 09-2S-30-1300-040-009

Dear Mr. Jones:

Please find our application attached requesting Planning Board consideration to change the referenced properties from HD/MU to HC/LI. Included with the application is a compatibility analysis, survey, and the required application fee.

Please contact me if you have any questions or require any further information. Thank you.

Very best regards,

Buddy Page



Development Services Department Escambia County, Florida

	APPLICATION	(HS) (HS)
Please check application type:	☐ Conditional Use Request for:	10 th HC
☐ Administrative Appeal	☐ Variance Request for: ☐ ☐ ☐	1VIV 14 9500 1
☐ Development Order Extension	Rezoning Request from:	to: C-2NA
Name & address of current owner(s) as sh Owner(s) Name: Steve	own on public records of Escambia County Tate	, FL Phone:
Address: 2339 Truman Ave	nue Pensacola 32505 Email:	
Limited Power of Attorney form attached here	norizing an agent as the applicant and complete in. achusettes Ave. Pensacola, Fl	
	tion: 09-2S-30-1300-020-009 & (
By my signature, I hereby certify that:		
 I am duly qualified as owner(s) or author and staff has explained all procedures re 	zed agent to make such application, this applic lating to this request; and	eation is of my own choosing,
	est of my knowledge and belief, and I understar Il be grounds for denial or reversal of this applic i; and	
 I understand that there are no guarantee refundable; and 	s as to the outcome of this request, and that the	e application fee is non-
4) I authorize County staff to enter upon the	property referenced herein at any reasonable	time for nurnoses of site
	public notice sign(s) on the property referenced	
inspection and authorize placement of a determined by County staff; and		d herein at a location(s) to be
inspection and authorize placement of a determined by County staff; and 5) I am aware that Public Hearing notices (I	public notice sign(s) on the property referenced	therein at a location(s) to be
inspection and authorize placement of a determined by County staff; and 5) I am aware that Public Hearing notices (I	public notice sign(s) on the property referenced egal ad and/or postcards) for the request shall	d herein at a location(s) to be
inspection and authorize placement of a determined by County staff, and 5) I am aware that Public Hearing notices (I Development Services Bureau.	public notice sign(s) on the property referenced egal ad and/or postcards) for the request shall Steve Tate	therein at a location(s) to be
inspection and authorize placement of a determined by County staff, and 5) I am aware that Public Hearing notices (I Development Services Bureau. Signature of Owner/Agent	egal ad and/or postcards) for the request shall Steve Tate Printed Name Owner/Agent Printed Name of Owner	be provided by the G May 15 Date
inspection and authorize placement of a determined by County staff, and 5) I am aware that Public Hearing notices (I Development Services Bureau. Signature of Owner/Agent	public notice sign(s) on the property referenced egal ad and/or postcards) for the request shall Steve Tate Printed Name Owner/Agent	be provided by the Lamber May 15 Date
inspection and authorize placement of a determined by County staff, and 5) I am aware that Public Hearing notices (I Development Dervices Bureau. Signature of Owner/Agent Signature of Owner STATE OF The foregoing instrument was acknowledged	egal ad and/or postcards) for the request shall Steve Tate Printed Name Owner/Agent Printed Name of Owner COUNTY OFESCO	be provided by the Combinate Date Date SCOTT PERKINS
inspection and authorize placement of a determined by County staff, and 5) I am aware that Public Hearing notices (I Development Services Bureau. Signature of Owner/Agant Signature of Owner STATE OF Florida The foregoing instrument was acknowledged by Feve Tate	egal ad and/or postcards) for the request shall Steve Tate Printed Name Owner/Agent Printed Name of Owner COUNTY OF before me this tion Type of Identification Produced: Printed Name of Notary	therein at a location(s) to be be provided by the Combay 15 Date Date 20 15
inspection and authorize placement of a determined by County staff, and 5) I am aware that Public Hearing notices (I Development Services Bureau. Signature of Owner STATE OF Florida The foregoing instrument was acknowledged by Feve Tate Personally Known FOR Produced Identifications (Inotary seal must be affixed)	egal ad and/or postcards) for the request shall Steve Tate Printed Name Owner/Agent Printed Name of Owner COUNTY OF	Date SCOTT PERKINS MY COMMISSION #FF031078 EXPIRES June 25, 2017 FloridaNotaryService.com
inspection and authorize placement of a determined by County staff, and 5) I am aware that Public Hearing notices (I Development Dervices Bureau. Signature of Owner/Agent Signature of Owner STATE OF Florida The foregoing instrument was acknowledged by Feve Tate Personally Known OR Produced Identifications of Notary (notary seal must be affixed)	Printed Name of Notary Printed Name of Notary Steve Tate Printed Name of Notary Printed Name of Notary	Date SCOTT PERKINS MY COMMISSION #FF031078 EXPIRES June 25, 2017 FloridaNotaryService.com

10/2012



FOR OFFICE USE.
CASE #:

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s) 9-2S-30-1300-020-009 & 9-2S-30-1300-040-009

Property Address: 329 & 333 Massachusetts Ave. Pensacola, Florida 32505

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

- a. The necessary facilities or services are in place at the time a development permit is issued.
- b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.
- d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.
- e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of Section 5.13.00 of the LDC. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

	Steve Tate	6 May
Signature of Property Owner	Printed Name of Property Owner	Date
Signature of Property Owner	Printed Name of Property Owner	Date

3363 West Park Place Pensacola, FL 32505 (850) 595-3475 * FAX: (850) 595-3481

10/2012



FOR OFFICE USE:	
CASE #:	

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 32 Florida, property reference number(s). Thereby designate	09-2S-30-1300-020-0 ey C."Buddy" Page ing a presentation to the:	09 & 09-2S-30- fo	
hereby designateWill of completing this application and maki Planning Board and the Board of Co	ey C."Buddy" Page ing a presentation to the:	fo	
Planning Board and the Board of Co			
	ounty Commissioners to re-		
	and the second of the second second	quest a rezoning or	n the above
☐ Board of Adjustment to request a(n))	on the above	referenced property
This Limited Power of Attorney is grant	ted on thisday of		the year of,
, and is effective until the B	Board of County Commission	oners or the Board	of Adjustment has
rendered a decision on this request and	d any appeal period has ex	pired. The owner r	eserves the right to
rescind this Limited Power of Attorney			
Services Bureau.	e ,		and a state pittern
Scrinces Bareau.			
Agent Name: Wiley C."Buddy"	' Page Email	budpage1	@att.net
Address: 5337 Hamilton Lane F			
Address. See Hellington	0.0011101100	_ Phone	1
	Stephen T	ate	6. M. 15
Signators Property Owner	Printed Name of Property Ov		Date
Signature of Property Owner	Printed Name of Property Ov	wner	Date
		- 1	
STATE OF Florida The foregoing instrument was acknowledged by	COUNTY OF	Escambig	
The foregoing instrument was acknowledged b	efore me this 6th day of	May	20 15
by Steve Tate			
Personally Known OR Produced Identification	on□. Type of Identification Prod	uced:	
	Scott Per Printed Name of Notary	-kins	(Notary Seal)
Signature of Notary	Division for the		The state of the s

3363 West Park Place Pensacola, FL 32505 (850) 595-3475 * FAX: (850) 595-3481

10/2012

FloridaNotaryService.com

(407) 398-0153



FOR OFFICE USE:

CASE #: 2 - 20 / 5 - 15

AFFIDAVIT OF ACKNOWLEDGEMENT

As applicant for rezoning of the property	located at 329 /333 Mana reference number(s) 09 253 0 130	wherethe A
, Florida, property	reference number(s) 09 253 0 130	0020009
	to be a voluntary request and hereby ackno	
this parcel is designated HC/LI-NA, then	notwithstanding any other provision of LDC	Chapter 3
Sec. 3-2.11, bars, nightclubs, and adult eparcel.	entertainment uses shall be prohibited uses	for this
paroot.		
Applicant Name: WNEYC. Address: 329 1333 1	PAGE Email: bropage,	1@ attinet
Monda	WILEY C. PAGE	8/20/15
Signature of Applicant	Printed Name of Applicant	Date
Signature of Property Owner	Printed Name of Property Owner	Date
STATE OF Horida	COUNTY OF Scambia	
The foregoing instrument was acknowled by	dged before me this 20 day of August 20	0 (5,
Personally Known Or Produced Identifi	fication□. Type of Identification Produced:	
(Notary Seal) Signature of Notary MARGARET A. CAIN Notary Public - State of Florida	Margaret A. Cain Printed Name of Notary	

My Comm. Expires Nov 11, 2017 Commission # FF 069473 Bonded Through National Notary Assn.

Compatibility Analysis

329 & 333 Massachusetts Avenue Parcel No. 09-2S-30-1300-020-009 & 09-2S-30-1300-040-009

As shown on the attached location map, this site is located just east of the "W" Street intersection on the south side of Massachusetts Avenue. The site measures some 2.91 acres and is zoned HD/MU with a Future Land Use classification of MU-U. The applicant seeks to change the zoning to HC/LI-NA to allow construction of a storage warehouse and office space.

The site is located in the 300 block of Massachusetts Avenue which is classified as a Collector street on the Escambia County Functional Roadway Classification Map. It terminates at its westerly end at Mobile Highway and on its easterly end at Pace Boulevard / Hwy 29. Traffic counts exceed 1,500 vehicles per day.

The area surrounding the site is largely zoned HD/MU with property directly across Massachusetts Avenue from the site zoned Commercial. Existing uses within this Commercial category include an automobile parts/repair/modifications compound at 308 Massachusetts Avenue. East and adjacent to these Commercially classified lots is a glass repair/installation/warehouse operation at 318 Massachusetts (Winchester Glass Co.) Avenue that is incorrectly classified as HD/MU. According to field observations and the Property Appraisers data, this entire block fronting the site is Commercial in use and classification.

Johnson Pool Company at 401 Massachusetts Avenue is adjacent and west of the site. According to advertisements (see attached) the company provides general contracting for constructing new swimming pools together with motor/pump/equipment repairs and other maintenance services which are provided on site. Warehouse facilities and covered outside storage is located at the rear of this location. The east end of the block is comprised of a convenience store and three lots designated as commercial by the county Property Appraisers office.

These uses cited above are established developments within the neighborhood, all front on a collector roadway and are similar to the proposed use and intensity. The proposed change and use, while it would constitute infill, would promote compact development and not promote ribbon or strip commercial development.

Compatibility Study for 333 Massachusetts Avenue

This study is required by the adopted Escambia County Land Development Code to show compatibility. The following portion from the LDC is being utilized:

LDC 3-2.11(e)2e

Location in an area where already established non-residential uses are otherwise consistent with the HC/LI, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.

The site is located on a block face measuring some 1,140 feet between North "S" Street on the west end and Kelly Avenue on the east end. It is comprised of 11 lots facing Massachusetts Avenue.

The western most lot is occupied by a swimming pool contractor. Moving east, the next two lots is the location of the proposed warehouse facility, previously containing two dilapidated structures and some outside storage. The buildings have since been razed and removed. The eastern most three lots on this block contain an operating convenience store and two vacant commercial buildings. Measuring commercial uses on this block from totals 571 feet which is greater than 50% of the total block front measurement of 1,041 feet.

$$1,071 \times 50\% = 535.5 \text{ feet}$$

The lots of the proposed development have frontage on Massachusetts Avenue totaling some 300 feet. When added to the above, non residential use on the block totals some 871 of the 1,041 feet or approximately 83% of the block.

These numbers are used to determine the intensity of non-residential uses prevalent in the subject area.

County records identify six lots comprising the block directly across from site between Concordia Boulevard on the west end and Armenia Drive on the east end. All six of these lots are either currently zoned or used for Commercial activities. Again, this existing mixture of non-residential uses are commonplace is the neighborhood.

The proposed warehouse will be infill and consistent with the existing mixture of land uses in the neighborhood while not promoting strip development fashion patterns.

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Profit Corporation

WHITE SANDS ELECTRIC, INC.

Filing Information

Document Number

P98000024459

FEI/EIN Number

59-3501077

· Li Lii i i i i i i i

03/16/1998

Date Filed State

FL

Status

ACTIVE

Principal Address

2339 TRUMAN AVE

PENSACOLA, FL 32505 ES

Changed: 03/03/2011

Mailing Address

2339 TRUMAN AVE

PENSACOLA, FL 32505 ES

Changed: 03/03/2011

Registered Agent Name & Address

TATE, STEPHEN C

7306 WHITING ACRES LANE

MILTON, FL 32570

Address Changed: 02/02/2005

Officer/Director Detail

Name & Address

Title President

TATE, STEPHEN C 2339 TRUMAN AVE PENSACOLA 32505 ES

Title VP

TATE, DONNA 2339 TRUMAN AVE

PENSACOLA, FL 32505

Annual Reports

Report Year	Filed Date	
2013	01/28/2013	
2014	01/17/2014	
2015	01/26/2015	

Document Images

01/26/2015 ANNUAL REPORT	View image in PDF format
01/17/2014 ANNUAL REPORT	View image in PDF format
01/28/2013 ANNUAL REPORT	View image in PDF format
02/06/2012 ANNUAL REPORT	View image in PDF format
03/03/2011 ANNUAL REPORT	View image in PDF format
04/08/2010 ANNUAL REPORT	View image in PDF format
03/25/2009 ANNUAL REPORT	View image in PDF format
01/09/2008 ANNUAL REPORT	View image in PDF format
01/22/2007 ANNUAL REPORT	View image in PDF format
01/30/2006 ANNUAL REPORT	View image in PDF format
02/02/2005 ANNUAL REPORT	View image in PDF format
03/04/2004 ANNUAL REPORT	View image in PDF format
01/27/2003 ANNUAL REPORT	View image in PDF format
02/21/2002 ANNUAL REPORT	View image in PDF format
01/26/2001 ANNUAL REPORT	View image in PDF format
05/23/2000 ANNUAL REPORT	View image in PDF format
05/06/1999 ANNUAL REPORT	View image in PDF format
03/16/1998 Domestic Profit	View image in PDF format

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LF205-04 R205-04

10/31/2013 17:04

GENERAL POWER OF ATTORNEY

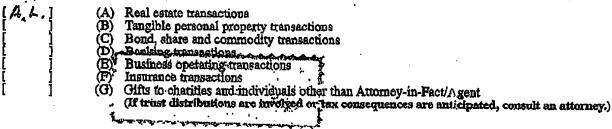
(With Durable Provision)

NOTICE: THIS IS AN IMPORTANT DOCUMENT. BEFORE SIGNING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS. THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON WHOM YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO PLEDGE, SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU. YOU MAY SPECIFY THAT THESE POWERS WILL EXIST EVEN AFTER YOU BECOME DISABLED, INCAPACITATED OR INCOMPETENT. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL OR OTHER HEALTH CARE DECISIONS FOR YOU. IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

TO ALL PERSONS, be it known that I, Alberta Tolbe. Ff
of 19323 West Stole Alected grant a general power of attorney the
of Surluch 4 Sullev
and do thereupon constitute and appoint said individual as my attorney-in-fact/agent.

My attorney-in-fact/agent shall act in my name, place and stead in any way which I myself could do, if I were personally present, with respect to the following matters, to the extent that I am permitted by law to act through an agent:

(NOTICE: The granter must write his or her initials in the corresponding blank space of a box below with respect to each of the subdivisions (A) through (O) below for which the Granter wants to give the agent authority. If the blank space within a box for any particular subdivision is NOT initialed, NO AUTHORI'Y WILL BE GRANTED for matters that are included in that subdivision. Cross out each power withheld.)



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Rev. 10/01

This product does not consiste the rendering of legal zervices. This product is intended for informational use only and is not a substitute for legal advice. State laws very, so consult an atterney on all legal matters. This product was not necessarily prepared by a person licensed to practice law in your state.

	+ s@
	(H) Claims and litigation (Personal relationships and affairs (D) Benefits from military service (K) Records, reports and statements (L) Full and unqualified authority to my attorney-in-fact/agent to delegate any or all of the foregoing powers to any person or persons whom my attorney-in-fact/agent shall select (M) Access to safe doposit box(es) (N) To authorize medical and surgical procedures (Pennsylvania only) (O) All other matters Durable Provision: (P) If the blank space in the block to the left is initialed by the Grantor, this power of attorney shall not be affected by the subsequent disability or incompetence of the Grantor. Other Terms: Philippe Somple To Street Lond, In Fl. And Bu This is included.
and discrete for the control of the	attorney-in-fact/agent hereby accepts this appointment subject to its terms and agrees to act perform in said fiduciary capacity consistent with my best interests as he/she in his/her best retion deems advisable, and I affirm and ratify all acts so undertaken. NDUCE ANY THIRD PARTY TO ACT HEREUNDER, I HEREBY AGREE THAT ANY THIRD TY RECEIVING A DULY EXECUTED COPY OR FACSIMILE OF THIS INSTRUMENT MAY THEREUNDER, AND THAT REVOCATION OR TERMINATION HEREOF SHALL BE HEREUNDER, AND THAT REVOCATION OR TERMINATION HEREOF SHALL BE OWLEDGE OF SUCH REVOCATION OR TERMINATION SHALL HAVE BEEN RECEIVED BY THIRD PARTY, AND I FOR MYSELF AND FOR MY HIRS, EXECUTORS, LEGAL THIRD PARTY, AND ASSIGNS, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS PRESENTATIVES AND ASSIGNS, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS Y SUCH THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS THAT MAY ARISE AND SUCH THIRD PARTY BY REASON OF SUCH THIRD PARTY HAVING RELIED ON THE DVISIONS OF THIS INSTRUMENT.
Sig	Signed under seal this 3/57 day of BCTOBE, 20(). ned in the presence of: Alberta Jalliet Grantor
Wi	ness Attorney-in-Fact/Agent tness
pe is/ hi en	are of Carlesia. County of Las Arcers a notary public appeared Alberta 78 county are subscribed to the within instrument and acknowledged to me that he he he executed the same in the subscribed capacity (les), and that by his heighbor signatures) on the instrument the person(s), or the heighbor which the person(s) acted, executed the instrument. Certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is the and correct.
W	ARDIS JACKEON JR. Commission # 1996890 Notary Public - California Los Angeles County My Comm. Expires Nov 29, 2016

(Seal)

Counter Offer # (ELLERWILLIAMS samuel gulley _("Seller") and Steve Pres White Sands Electric INC agree that the initial offer, executed by the party making the offer and dated 04/17/2015 _("Buyer") , for the sale and purchase of the real property described as follows: 329 masshachusettes ave, pensacola as amended only by this counter offer, executed by all parties, is accepted and shall constitute the full and entire contract. This counter offer does not include terms and conditions of any other counter offer unless restated herein. All terms and conditions of the initial offer remain the same except the following: ☑ Purchase Price is changed to \$40,000 ☑ Closing Date is changed to 08/28/2015 ☐ The following items are included in the purchase: ☐ The following items are excluded from the purchase: Other Line Number Gounter Offer Term closing to be 120 days to allow for rezoning to c-2 to be placed on court docit which is set for june/july If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before (within 2 days after the counter offer is delivered if left blank), this counter offer shall be deemed withdrawn and the deposit(s), if any, shall be returned to Buyer. This is intended to be a legally binding contract. Steve Tate pres White Sands Electric INC Buyer: Buyer:

CO-3 Rev 1/15 Serio# 065150-600142-5499170

Seller:

Seller:

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and Seller 9

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PARTIES AND DESCRIPTION OF PROPERTY 1. SALE AND PURCHASE: samuel gulley, POA of DC and Alberta Tolbert ("Seller") 3* and White Sands Electric INC or assigns ("Buyer") 4 agree to sell and buy on the terms and conditions specified below the property ("Property") described as: 5 Address: 329 MASSACHUSSETTES AVE E, PENSACOLA, FL 32505 61 Legal Descript on: 09-2S-30-1300-040-009 7. 8* Q4 10 11 12 including all improvements and the following additional property: 13 14 15 PRICE AND FINANCING 16 2. PURCHASE PRICE: \$ 34,000 payable by Buyer in U.S. funds as follows: 17 (a) \$1,000 Deposit received (checks are subject to clearance) on upon acceptance by 18 for delivery to Liberis Law Firm ("Escrow Agent") 19 20 (Address of Escrow Agent) 21. (Phone # of Escrow Agent) 22 Additional deposit to be delivered to Escrow Agent by 23 days from Effective Date (10 days if left blank). 24 Total financing (see Paragraph 3 below) (express as a dollar amount or percentage) 25 (d) \$ (e) \$33,000 Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds 26 27 paid at closing must be paid by locally drawn cashier's check, official check or wired funds. (f) (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) The unit 28* used to determine the purchase price is lot acre square foot other (specify: 29 prorating areas of less than a full unit. The purchase price will be \$ per unit based on a calculation of total 30 area of the Froperty as certified to Buyer and Seller by a Florida-licensed surveyor in accordance with Paragraph 8(c) of this 31 Contract. The following rights of way and other areas will be excluded from the calculation: 32" 33* 3. CASH/FINA VCING: (Check as applicable) (a) Buyer will pay cash for the Property with no financing contingency. 34" (the This Contract is contingent on Buyer qualifying and obtaining the commitment(s) or approval(s) specified below (the 35" "Financing") within _____ days from Effective Date (if left blank then Closing Date or 30 days from Effective Date, whichever 36 occurs first) (the "Financing Period"). Buyer will apply for Financing within _____ days from Effective Date (5 days if left blank) 37* 38 and will timely provide any and all credit, employment, financial and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may cancel this Contract 39 and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties. 40 (1) New Financing: Buyer will secure a commitment for new third party financing for \$ 41 % of the purchase price at the prevailing interest rate and loan costs based on Buyer's creditworthiness. Buyer will 42 keep Seller and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage 43 broker to disclose all such information to Seller and Broker. 44 (2) Seller Financing: Buyer will execute a first second purchase money note and mortgage to Seller in the 45 46 bearing annual interest at _____% and payable as follows: _ 47 48 The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow forms generally

accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's

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51	option if	Buyer defaults; will give Buyer the right to prepay without penalty all or part of the principal at any time(s) with
52	interest	only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if
53	applicabl	e; and will require Buyer to keep liability insurance on the Property, with Seller as additional named insured. Buyer
54	authorize	Soller to obtain credit employment and other property, with Seller as additional named insured. Buyer
55	financing	s Seller to obtain credit, employment and other necessary information to determine creditworthiness for the
56'	[](3) M	Seller will, within 10 days from Effective Date, give Buyer written notice of whether or not Seller will make the loan.
	(2) MG	rtgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to
57*	1.514	
58*	LN#	in the approximate amount of \$currently payable at
59°	\$	in the approximate amount of \$ currently payable at per month including principal, interest, taxes and insurance and having a fixed other
60°	(describe	}
61°	interest r	ate of% which will will not escalate upon assumption. Any variance in the mortgage will be
62	adjusted	in the balance due at closing with no adjustment to purchase price. Buyer will purchase Seller's escrow
6 3 °	account	
64*	assumnti	on/transfer fee exceeds \$, either party may elect to pay the excess, failing which this agreement
65	will term	nate and Buyer's deposit(s) will be returned.
	Will Collin	and bayer's deposit(s) will be returned.
66		SI OSING
	A CLOSING D	CLOSING
67	4. CLOSING DI	TE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on 07/10/2015
68 *	("Clos	ng Date"). Unless the Closing Date is specifically extended by the Buyer and Seller or by any other provision in this
69	Contract, the C	losing Date shall prevail over all other time periods including, but not limited to financing and feasibility study.
70	perioas. It on C	losing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after the insurance
71	suspension is	ifted. If this transaction does not close for any reason, Buyer will immediately return all Seller -provided title
72	evidence, surve	ys, association documents and other items.
73	5. CLOSING PE	OCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by
74	mail or electro	nic means. If title insurance insures Buyer for title defects arising between the title binder effective date and
75	recording of Bu	war's deed clasing agent will dichurs at clasing the net selection between the title binder effective date and
76	requests in writ	yer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's checks if Seller
	requests in will	ing at least 5 days prior to closing) and brokerage fees to Broker as per Paragraph 17. In addition to other expenses
77	provided in this	Contract, Seller and Buyer will pay the costs indicated below.
78	(a) Seller Co	
79	Taxes on the	
30	Recording fe	es for documents needed to cure title
31	Title evidenc	e (if applicable under Paragraph 8)
32°	Other:	
33	(b) Buyer Cc	sts:
34	Taxes and re	ording fees on notes and mortgages
35		es on the deed and financing statements
36	Loan expens	
37		policy at the simultaneous issue rate
88	Inspections	policy at the simultaneous issue rate
	Survey and s	
39	-	tetcn
0	Insurance	
1°	Other:	
)2		ence and Insurance: Check (1) or (2):
3*	(1) The	title evidence will be a Paragraph 8(a)(1) owner's title insurance commitment. Seller will select the title agent and
4*	will pay fo	r the owner's title policy, search, examination and related charges or Deuver will select the title agent and pay for
95*	the owne	is title policy, search, examination and related charges or Buyer will select the title agent and Seller will pay for
6	the owne	's title policy, search, examination and related charges.
7°	[☐(2) Sell	er will provide an abstract as specified in Paragraph 8(a)(2) as title evidence. Deller Buyer will pay for the
8	owner's ti	tle policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax search and
19	lien search	fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and closing fees.
00	(d) Dunnation	test, and Dayer will pay lees for the searches are closing (if any), title examination fees and closing fees.
01	(a) Proration	s: The following items will be made current and prorated as of the day before Closing Date: real estate taxes,
02	cappet be	is, assessments, leases and other Property expenses and revenues. If taxes and assessments for the current year
03	DISCLOSURE	etermined, the previous year's rates will be used with adjustment for any exemptions. PROPERTY TAX
04	DBUDEDIA 1	SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF
05		AXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF
05 06	PRODEBTY T	OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER XES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S
07	OFFICE FOR	URTHER INFORMATION.
07 08		ssessment by Public Body: Regarding special assessments imposed by a public body, Seller will pay (i) the full
09	amount of lie	his that are certified, confirmed and ratified before closing and (ii) the amount of the last estimate of the assessment
10*	Buyer 04/16/15	and Seller acknowledge receipt of a copy of this page, which is Page 2 of 7 Pages.
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if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing, and Buyer will pay all other amounts. If special assessments may be paid in installments Buyer Seller (if left blank, Buyer) shall pay installments due after closing. If Seller is checked, Seller will pay the assessment in full prior to or at the time of closing. Public body does not include a Homeowner Association or Condominium Association. (f) Tax Withholding: If Seller is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires Buyer to withhold 10% of the amount realized by the Seller on the transfer and remit the withheld amount to the internal Revenue Service (IRS) unless an exemption applies. The primary exemptions are (1) Seller provides Buyer with an affidavit that Seller is not a "foreign person", (2) Seller provides Buyer with a Withholding Certificate providing for reduced or eliminated withholding, or (3) the gross sales price is \$300,000 or less, Buyer is an individual who purchases the Property to use as a residence, and Buyer or a member of Buyer's family has definite plans to reside at the Property for at least 50% of the number of days the Property is in use during each of the first two 12 month periods after transfer. The IRS requires Buyer and Seller to have a U.S. federal taxpayer identification number ("TIN"). Buyer and Seller agree to execute and deliver as directed any instrument, affidavit or statement reasonably necessary to comply with FIRPTA requirements including applying for a TIN within 3 days from Effective Date and delivering their respective TIN or Social Security numbers to the Closing Agent. If Seller applies for a withholding certificate but the application is still pending as of closing, **Buyer** will place the 10% tax in escrow at Seller's expense to be disbursed in accordance with the final determination of the IRS, provided Seller so requests and gives Buyer notice of the pending application in accordance with Section 1445. If Buyer does not pay sufficient cash at closing to meet the withholding requirement, Seller will deliver to Buyer at closing the additional cash necessary to satisfy the requirement. Buyer will timely disburse the funds to the IRS and provide Seller with copies of the tax forms and receipts. (g) 1031 Exchange: If either Seller or Buyer wishes to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents; provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing shall not be contingent upon, extended or delayed by the Exchange. PROPERTY CONDITION 6. LAND USE: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, with conditions resulting from Buyer's Inspections and casualty damage, if any, excepted. Seller will maintain the landscaping and grounds in a comparable condition and will not engage in or permit any activity that would materially alter the Property's condition without the Buyer's prior written consent. (a) Flood Zone: Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of casualty. (b) Government Regulation: Buyer is advised that changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for canceling this Contract if the Feasibility Study Period has expired or if Buyer has checked choice (c)(2) below. (c) Inspections: (check (1) or (2) below) (1) Feasibility Study: Buyer will, at Buyer's expense and within 60 days from Effective Date ("Feasibility Study Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for use. During the Feasibility Study Period, Buyer may conduct a Phase I environmental assessment and any other tests, analyses, surveys and investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management plans; availability of permits, government approvals, and licenses; and other Inspections that Buyer deems appropriate to determine the Property's suitability for the Buyer's intended use. If the Property must be rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all documents Buyer is required to file in connection with development or rezoning approvals. Seller gives Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections; provided, however, that Buyer, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees, expenses and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien being filed against the Property without Seller's prior written consent. If this transaction does not close, Buyer will, at Buyer's expense, (1) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) release to Seller all reports and other work generated as a result of the Inspections. Buyer will deliver written notice to Seller prior to the expiration of the Feasibility Study Period of Buyer's determination of whether dr not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is" condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to Seller, this Contract will be deemed terminated as of the day after the Feasibility Study period ends and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from (2) No Feasibility Study: Buyer is satisfied that the Property is suitable for Buyer's purposes, including being

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174* Buyer

and Seller

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satisfied that either public sewerage and water are available to the Property or the Property will be approved for the

installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

(d) Subdivided Lands: If this Contract is for the purchase of subdivided lands, defined by Florida Law as "(a) Any contiguous land which is divided or is proposed to be divided for the purpose of disposition into 50 or more lots, parcels, units, or interests; or (b) Any land, whether contiguous or not, which is divided or proposed to be divided into 50 or more lots, parcels, units, or interests which are offered as a part of a common promotional plan.", Buyer may cancel this Contract for any reason whatsoever for a period of 7 business days from the date on which Buyer executes this Contract. If Buyer elects to cancel within the period provided, all funds or other property paid by Buyer will be refunded without penalty or obligation within 20 days of the receipt of the notice of cancellation by the developer.

7. RISK OF LOSS; EMINENT DOMAIN: If any portion of the Property is materially damaged by casualty before closing, or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings, or if an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may cancel this Contract by written notice to the other within 10 days from Buyer's receipt of Seller's notification, failing which Buyer will close in accordance with this Contract and receive all payments made by the government authority or insurance company, if any.

TITLE

8. TITLE: Seller will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or guardian deed as appropriate to **Seller's** status.

(a) Title Evidence: Title evidence will show legal access to the Property and marketable title of record in Seller in accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which prevent Buyer's intended use of the Property as BUSINESS : covenants, easements and restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if there is no right of entry; current taxes; mortgages that Buyer will assume; and encumbrances that Seller will discharge at or before closing. Seller will deliver to Buyer Seller's choice of one of the following types of title evidence, which must be generally accepted in the county where the Property is located (specify in Paragraph 5(c) the selected type). Seller will use option (1) in Palm Beach County and option (2) in Miami-Dade County.

(1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and subject only to title exceptions set forth in this Contract and delivered no later than 2 days before Closing Date.

(2) An existing abstract of title from a reputable and existing abstract firm (if firm is not existing, then abstract must be certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the Property ecorded in the public records of the county where the Property is located and certified to Effective Date. However if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage. Seller will pay for copies of all policy exceptions and an update in a format acceptable to Buyer's closing agent from the policy effective date and certified to Buyer or Buyer's closing agent, together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to Seller then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

(b) Title Examination: Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of title evidence but no later than Closing Date, of any defects that make the title unmarketable. Seller will have 30 days from receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on Closing Date or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to cure the defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.

(c) Survey: Buyer may, prior to Closing Date and at Buyer's expense, have the Property surveyed and deliver written notice to Seller, within 5 days from receipt of survey but no later than 5 days prior to closing, of any encroachments on the Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Buyer's and Seller's obligations will be determined in accordance with subparagraph (b) above.

(d) Coastal Construction Control Line: If any part of the Property lies seaward of the coastal construction control line as defined in Section 161.053 of the Florida Statutes, Seller shall provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the coastal construction control line, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shoreline of the Property being purchased.

Buyer wailes the right to receive a CCCL affidavit or survey.

MISCELLANEOUS

9. EFFECTIVE DATE; TIME; FORCE MAJEURE:

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(a) **Effective Date:** The "Effective Date" of this Contract is the date on which the last of the parties initials or signs and delivers final offer or counteroffer. **Time is of the essence for all provisions of this Contract.**

(b) Time: All time periods expressed as days will be computed in business days (a "business day" is every calendar day except Saturday, Sunday and national legal holidays). If any deadline falls on a Saturday, Sunday or national legal

237° Buyer and Seller acknowledge receipt of a copy of this page, which is Page 4 of 7 Pages.

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holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the county where the Property is located) of the appropriate day.

(c) Force Majeure: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused or prevented by an act of God or force majeure. An "act of God" or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections and any other cause not reasonably within the control of the Buyer or Seller and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended (not to exceed 30 days) for the period that the force majeure or act of God is in place. In the event that such "act of God" or "force majeure" event continues beyond the 30 days in this sub-paragraph, either party may cancel the Contract by delivering written notice to the other and Buyer's deposit shall be refunded.

10. NOTICES: All notices shall be in writing and will be delivered to the parties and Broker by mail, personal delivery or electronic media. Buyer's failure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will render that contingency null and void and the Contract will be construed as if the contingency did not exist. Any notice, document or item delivered to or received by an attorney or licensee (including a transaction broker) representing a party will be as effective as if delivered to or by that party.

11. COMPLETE AGREEMENT: This Contract is the entire agreement between Buyer and Seller. Except for brokerage agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed or initialed and delivered by the party to be bound. This Contract, signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Buyer and Seller will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public records.

12. ASSIGNABILITY; PERSONS BOUND: Buyer may not assign this Contract without Seller's written consent. The terms "Buyer," "Seller," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives and assigns (if permitted) of Buyer, Seller and Broker.

DEFAULT AND DISPUTE RESOLUTION

13. DEFAULT: (a) Seller Default: If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without waiving the right to seek damages or to seek specific performance as per Paragraph 14. Seller will also be liable to Broker for the full amount of the brokerage fee. (b) Buyer Default: If Buyer fails to perform this Contract within the time specified, including timely payment of all deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as per Paragraph 14; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally among Brokers) up to the full amount of the brokerage fee.

14. DISPUTE RESOLUTION: This Contract will be construed under Florida law. All controversies, claims, and other matters in question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

(a) Disputes concerning entitlement to deposits made and agreed to be made: Buyer and Seller will have 30 days from the date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent will submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Real Estate Commission ("FREC"). Buyer and Seller will be bound by any resulting award, judgment or order. A broker's obligation under Chapter 475, FS and the FREC rules to timely notify the FREC of an escrow dispute and timely resolve the escrow dispute through mediation, arbitration, interpleader, or an escrow disbursement order, if the broker so chooses, applies only to brokers and does not apply to title companies, attorneys or other escrow companies.

(b) All other disputes: Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real estate licensee named in Paragraph 17 will be submitted to arbitration only if the licensee's broker consents in writing to become a party to the proceeding. This clause will survive closing.

(c) Mediation and Arbitration; Expenses: "Mediation" is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is binding or the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally split the arbitrators fees and administrative fees of arbitration. In a civil action to enforce an arbitration award, the prevailing party to the arbitration shall be entitled to recover from the nonprevailing party reasonable attorneys' fees, costs and expenses.

 P.u.or	900 04/16/15	and Seller	39	acknowledge	e receipt of a copy of this page, which is Page 5 of 7 Pages.
		jjanu Jener	04/27/15		e receipt of a copy of this page, which is Page 5 or 7 Pages.
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ESCROW AGENT AND BROKER

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15. ESCROW AGENT: Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed items to Buyer or Seller, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

16. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify all facts and representations that are 309 important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the Coastal Construction Control Line, etc.) and for tax, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely solely on Seller, professional inspectors and governmental agencies for verification of the Property condition and facts that materially 316 affect Property value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or 317 Seller's misstatement or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and 318 Broker's officers, directors, agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's 319 misstatement or failure to perform contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any 320 task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or 321 retention of any vendor; (3) products or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and 322 Seller each assume full responsibility for selecting and compensating their respective vendors. This paragraph will not relieve 323 Broker of statutory obligations. For purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph 324 will survive closing. 325

17. BROKERS: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Instruction to Closing
Agent: Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate
brokerage agreements with the parties and cooperative agreements between the brokers, except to the extent Broker has
retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage
fees as indicated below. This paragraph will not be used to modify any MLS or other offer of compensation made by Seller or
listing broker to cooperating brokers.

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				THE STATE OF THE S	
333°	Selling Sales Associate/Licen	se No		Selling Firm/Brokerage Fee: (\$ or % of Purchase Price)	
334°	KELLER WILLIAMS			KELLER WILLIAMS	
335°	Listing Sales Associate/Licen	se No		Listing Firm/Brokerage fee: (\$ or % of Purchase Price)	
336	e e e e e e e e e e e e e e e e e e e		ADDITIONAL T	TERMS	
337*	18. ADDITIONAL TER	MS:			
338*	It is the Buyers in	tention to Purc	hase 329 & 333 Massa	chusetts . concurrently. Each contract is	=
339	contingent on the	other meeting	the buyer's due dilige	ence requirements and they shall both close	
340*	concurrently.		_	•	
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GMR: 11-05-15 Rezoning Case Z-2015-15 Attachment

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376	This is int	ended to be a legally bind	ling contract. If not fully understood, seek the advice of an	n##numa
				attorney prior to signing.
377	(Charle if and	ienklos 🗖 n	OFFER AND ACCEPTANCE	
378*	Cneck if app	icable: Buyer receive	ed a written real property disclosure statement from Seller	before making this Offer.)
379 380°	buye r oners	to purchase the Property I to Buyer no later than <u>6</u>	on the above terms and conditions. Unless this Contract	is signed by Seller and a
381	revoked and E	to buyer no later than 6	bject to clearance of funds.	, this offer will be
301	revoked and E	uyer s deposit refunded st	ibject to clearance of funds.	
382			COUNTER OFFER/ REJECTION	
383°	Seller cou	nters Buver's offer (to acce	ent the counter offer Ruyer must sign or initial the counter.	offered towns on all delt
384	copy or the aq	ceptance to Seiter. Unles	s Otherwise stated, the time for acceptance of any coupter	offers shall be 2 days from
385*	the date the co	ounter is delivered. 🔲 Sell	er rejects Buyer's offer.	oners shall be 2 days from
386*	Date:	Buyer:		
387°		Print n	ame: white sands electric INC	
388*	Date:	Ruyer	Steve Tate Pres White Sands Electric INC	dotloop verified 04/16/15 4:40PM EDT 2HBM-PN4B-DJR5-7SYS
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39 9°	Buyer 04/16/15	and Seller 04/27/15	acknowledge receipt of a copy of this page, which is	Page 7 of 7 Pages.
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Addendum to Contract FLORIDA ASSOCIATION OF REALTORS

and White Sands Electric INC concerning the property described as: (the "Contract"). Buyer and Seller make the following terms and conditions part of the Contract: The feasibility period in (c) (1) to be extended to 11/30 in order to pursue the zoning change	Addendum No. 1 to the Contract dated 04/17/2015 betwee
Toncerning the property described as: Massachussattes, pensacola, FL 32505 (the "Contract"). Buyer and Seller make the following terms and conditions part of the Contract: The feasibility period in (c) (1) to be extended to 11/30 in order to pursue the zoning change The closing date to be changed to 12/30 Active Power of Attorney set forth Yor Samueal Evilley acting on behalf. Date: Buyer: Buyer: Buyer: Buyer: Buyer:	HI berta + DC Tol bert 1 POA to Samuel Gudsin
massachussettes, pensacola, FL 32505 (the "Contract"). Buyer and Seller make the following terms and conditions part of the Contract: The feasibility period in (c) (1) to be extended to 11/30 in order to pursue the zoning change Octive Power of Attorney set forth Yor Samuel Gulley acting on behalf. De + Alberta Tolbert Date: Buyer: Buyer: Buyer:	and White Sands Electric INC (Buye
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The feasibility period in (c) (1) to be extended to 11/30 in order to pursue the zoning change The closing date to be changed to 12/30 Active Power of Attorney set forth for Samuel Colley acting on behalf. De + Alberta Tolbert Date: Buyer: Buyer:	massachussettes, pensacola, FL 32505 (329 Massachusettes
Date: Buyer: Steer Title providing Market Sinds Electric MC Buyer: Buyer: Buyer: Buyer: Date: Buyer:	(the "Contract"). Buyer and Seller make the following terms and conditions part of the Contract:
Jor Samuel Evilley acting on behalf. De + Alberta Tolbert Date: Buyer: Steve Title pres White Sands Electric MC Buyer: Buyer: Buyer: Buyer:	The feasibility period in (c) (1) to be extended to 11/30 in order to pursue the zoning change The closing date to be changed to 12/30
Jor Samuel Evilley acting on behalf. De + Alberta Tolbert Date: Buyer: Steve Title pres White Sands Electric MC Buyer: Buyer: Allele C. Buyer:	active Power of Attorney set forth
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Date: Buyer: Stew Tate pres White Sands Electric YC Date: Buyer:	67 De + Alberta Tolbert
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	D Sieve laie pres White Sanas Electric INC
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Date: Seller:	Date: Seller:

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Vacant Land Contract



1.	1.		"Seller") 'Buyer")
2•		(the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")	Duyer)
3		described as:	
4		Address: 333 massachussettes, pensacola, FL 32505	
5•		Legal Description:09-25-30-1300-020-009	
6.		W 200 FT OF LTS 9 10 S/D PLAT DB 3 483 OR 6329 P 755	
7		M 500 F1 OF F12 A 10 2\D LTVI DE 2 402 OK 0252 F 122	
8			
9			
0		SEC/TWP/RNG of escambia County, Florida. Real Property ID No.:	
		including all improvements existing on the Property and the following additional property:	····
2 . 3		including all improvements existing on the Property and the following additional property.	
	_	Pro- 10 (11 C 2000)	
•	2.	Purchase Price: (U.S. currency)	
		All deposits will be made payable to "Escrow Agent" named below and held in escrow by:	
•		Escrow Agent's Name: Liberis Law Firm	
•		Escrow Agent's Contact Person:	
		Escrow Agent's Address:	
		Escrow Agent's Phone:	
		Escrow Agent's Email:	
		(a) Initial deposit (\$0 if left blank) (Check if applicable)	
		☑ accompanies offer	
		☐ will be delivered to Escrow Agent within days (3 days if left blank)	
		after Effective Date\$1,000	
		(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)	•
		☐ within days (10 days if left blank) after Effective Date	
		within days (3 days if left blank) after expiration of Feasibility Study Period \$	
		(c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage) \$\$	
		(d) Other:\$	
		(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)	
		to be paid at closing by wire transfer or other Collected funds	
		(f) [(Complete only if purchase price will be determined based on a per unit cost instead of a fixed price	e.) The
		unit used to determine the purchase price is D lot D acre D square foot D other (specify):	•
		prorating areas of less than a full unit. The purchase price will be \$per unit based	on a
		calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor	
		accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the	
		calculation:	
	3.	Time for Acceptance; Effective Date: Unless this offer is signed by Seller and Buyer and an executed	CODV
	•.	delivered to all parties on or before 04/17/2015 , this offer will be withdrawn and Buyer's dep	
		any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter	offer is
		delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Bu	
		has signed or initialed and delivered this offer or the final counter offer.	-,
	4.	Closing Date: This transaction will close on 07/10/2015 ("Closing Date"), unless specifically	v
	-7.	extended by other provisions of this contract. The Closing Date will prevail over all other time periods included the contract.	, idina.
		but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Satur	
		Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next bus	iness
		day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain proj	perty
		insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lift	ed. If
		this transaction does not close for any reason, Buyer will immediately return all Seller provided document	s and
		other items.	
		yer (41619) () and Seller (_W_) () acknowledge receipt of a copy of this page, which is 1 of 7 pages.	of Realtors*

1	
Counter Offer #	KELLERWILLIAMS
FREDDIE WEatherspoon	
and White Sounds Electric . Th	("Seller")
agree that the initial offer, executed by the party making the of purchase of the real property described as follows:	C OC ASSIGNS ("Buyer") fer and dated 4 18 2015, for the sale and
333 Massachusettes i	Pensacola IFC. 32505
as amended only by this counter offer, executed by all parties, This counter offer does not include terms and conditions terms and conditions of the initial offer remain the same excep	Of any Other Counter offer unless restated baroin. All
Purchase Price is changed to \$ 60,000	
☐ Closing Date is changed to	
☐ The following items are included in the purchase:	
•	
☐ The following items are excluded from the purchase:	
g temp are exceeded from the purchase.	
Other	
Line Number Counter Offer Term All other condition	is the same

If not signed by Buyer and Seller, and an executed copy deliver	ad to all padice on as before
(within 2 days after the counter offer is delivered if left blank), the deposit(s), if any, shall be returned to Buyer. This is intended.	is counter offer shall be deemed withdraws and the
Buyer:	Jan
Buyer:	
Seller: Soudie Weath of spoon	
Seller:	

164	and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency,
165	growth management, and environmental conditions, are acceptable to Buyer. This contract is not
166	contingent on Buyer conducting any further investigations.
167	(b) Government Regulations: Changes in government regulations and levels of service which affect Buyer's
168	intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has
169	expired or if Paragraph 8(a)(2) is selected.
170	(c) Flood Zone: Buyer is advised to verify by survey, with the lender, and with appropriate government
171	agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply
172	to improving the Property and rebuilding in the event of casualty.

- οly
- (d) Coastal Construction Control Line ("CCCL"): If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.
 - ☐ Buyer waives the right to receive a CCCL affidavit or survey.
- Closing Procedure: Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this contract, Seller and Buyer will pay the costs indicated below.
 - (a) Seller Costs:

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Taxes on deed

Recording fees for documents needed to cure title

Title evidence (if applicable under Paragraph 7)

Other:

(b) Buver Costs:

Taxes and recording fees on notes and mortgages

Recording fees on the deed and financing statements

Loan expenses

Title evidence (if applicable under Paragraph 7)

Lender's title policy at the simultaneous issue rate

Inspections

Survey

Insurance

Other:

- (c) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases. and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.
- (d) Special Assessment by Public Body: Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be checked. Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.
- (e) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

Buyer (4/16/19)	and Seller	acknowledge receipt of a copy of this page, which is 4 of	7 pages.
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- (f) Foreign Investment in Real Property Tax Act ("FIRPTA"): If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at closing.
 - (g) 1031 Exchange: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.
- 10. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. Time is of the essence in this contract.
- 11. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may terminate this contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification, and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this contract and receive all payments made by the governmental authority or insurance company, if any.
- 12. Force Majeure: Seller or Buyer will not be required to perform any obligation under this contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to the other; and Buyer's deposit(s) will be returned.
- 13. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. Buyer's failure to timely deliver written notice to Seller, when such notice is required by this contract, regarding any contingency will render that contingency null and void, and this contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.
- 14. Complete Agreement; Persons Bound: This contract is the entire agreement between Seller and Buyer. Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this contract. Modifications of this contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this contract. This contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of Seller, Buyer, and Broker.
- 15. Default and Dispute Resolution: This contract will be construed under Florida law. This Paragraph will survive closing or termination of this contract.
 - (a) Seller Default: If Seller fails, neglects, or refuses to perform Seller's obligations under this contract, Buyer may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. Seller will also be liable for the full amount of the brokerage fee.

Buyer and Seller w acknowledge receipt of a copy of this page, which is 5 of 7 pages.	Association of Realtors
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- (b) Buyer Default: If Buyer fails, neglects, or refuses to perform Buyer's obligations under this contract, including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages, consideration for execution of this contract, and in full settlement of any claims, whereupon Seller and Buyer will be relieved from all further obligations under this contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this contract.
- 16. Escrow Agent; Closing Agent: Seller and Buyer authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.
- 17. Professional Advice: Broker Liability: Broker advises Seller and Buyer to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax. property condition, environmental, and other specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all representations (oral, written, or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at Seller's or Buver's request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor: (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract. This Paragraph will survive closing.
- 18. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

19. Brokers: The brokers named below are collectively referred to as "Broker." Instruction to closing agent:

exte	parate brokerage agreements with the parties and cooperative agreements between the Broker has retained such fees from the escrowed funds. This Paragraph will not be used	
	S or other offer of compensation made by Seller or Seller's Broker to Buyer's Broker. claudia magilke, keller williams	(Seller's Brol
•	will be compensated by ☑Seller ☐Buyer ☐ both parties pursuant to ☐a listing agreem	ent Oother
	(specify):	
(b)		(Buyer's Bro

701711 Signification 50 of 58

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Serial#: 026282-800141-4530893

acknowledge receipt of a copy of this page, which is 6 of 7 pages.

324•	20. Additional Terms:
325 326 327 328	It is the Buyers intention to Purchase 329 & 333 Massachusetts . concurrently. Each contracts is contingent on the other meeting the buyer's due diligence requirements and they shall both close concurrently.
329	
330	
331	
332 333	
334	
335	
336	
337 338	
339	
340	
341	This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before
342	signing.
343•	Buyer: Steve Tate pres White Sands Electric INC dottoop verified 04/16/15 4:42PM EDT YMYP-WCRI-VEST-MAIN4
344•	Print name: White Sands Electric INC
345•	Buyer:
346•	Print name:
347	Buyer's address for purpose of notice:
348•	Address:
349•	Phone: Fax: Email: steve@whitesandselectric.com
350∙	Seller Tredie Worthorepoon
351•	Print name:
352•	Seller:
353•	Print name:
354	Seller's address for purpose of notice:
355•	Address:
356•	Phone: Email:
357 • 358	Effective Date:(The date on which the last party signed or initialed and delivered the final offer or counter offer.)
	Florida Association of REALTORS ^e and local Board/Association of REALTORS ^e make no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR ^e . REALTOR ^e is a registered collective membership mark that may be used only by real estate licensees who are members of the National Association of REALTORS ^e and who subscribe to its Code of Ethics. The copyright laws of the United States (17 U.S. Code) forbid the unauthorized reproduction of blank forms by any means including facsimile or computerized forms.
	Buyer barish and Seller Association of Realtors*

0		
Counter Of	ter#KELLER	0.00
samuel gulley		("Sel
and Steve Pres	White Sands Electric INC	("Bu
agree that the	initial offer, executed by the party making the offer and dated 04/17/2015	the sale and
purchase of th	e real property described as follows:	the bale and
329 masshach	nusettes ave, pensacola	
This counter	nly by this counter offer, executed by all parties, is accepted and shall constitute the full offer does not include terms and conditions of any other counter offer unless rest	entire contr d herein. A
	ditions of the initial offer remain the same except the following:	
_	Price is changed to \$40,000	
_	te is changed to 08/28/2015	
	ng items are included in the purchase:	
The loneway	ng items are excluded from the purchase;	
	A Company of the Comp	
Other		
Line Number	Counter Offer Term	
Ellie Hambel	· · · · · · · · · · · · · · · · · · ·	4
1	closing to be 120 days to allow for rezoning to c-2 to be placed on court docit which is set for	ne/july
		47
	May have a second of the secon	
	The state of the s	
	Const.	
If not signed by	Buyer and Seller, and an executed copy delivered to all parties on or before	
(within 2 days	after the counter offer is delivered if left blank), this counter offer shall be deemed withdraw, shall be returned to Buyer. This is intended to be a legally binding contract.	and the
	ite pres White Sands Electric INC	dottoop ver find 04/22/15 3 25PN VUVZ-4AEB S1Ri
Buyer:	and the state of t	

CO-3 Rev 1/15 Seriat# 065150-600142-5499970

Seller:

Seller:

© 2015 Flor ssc

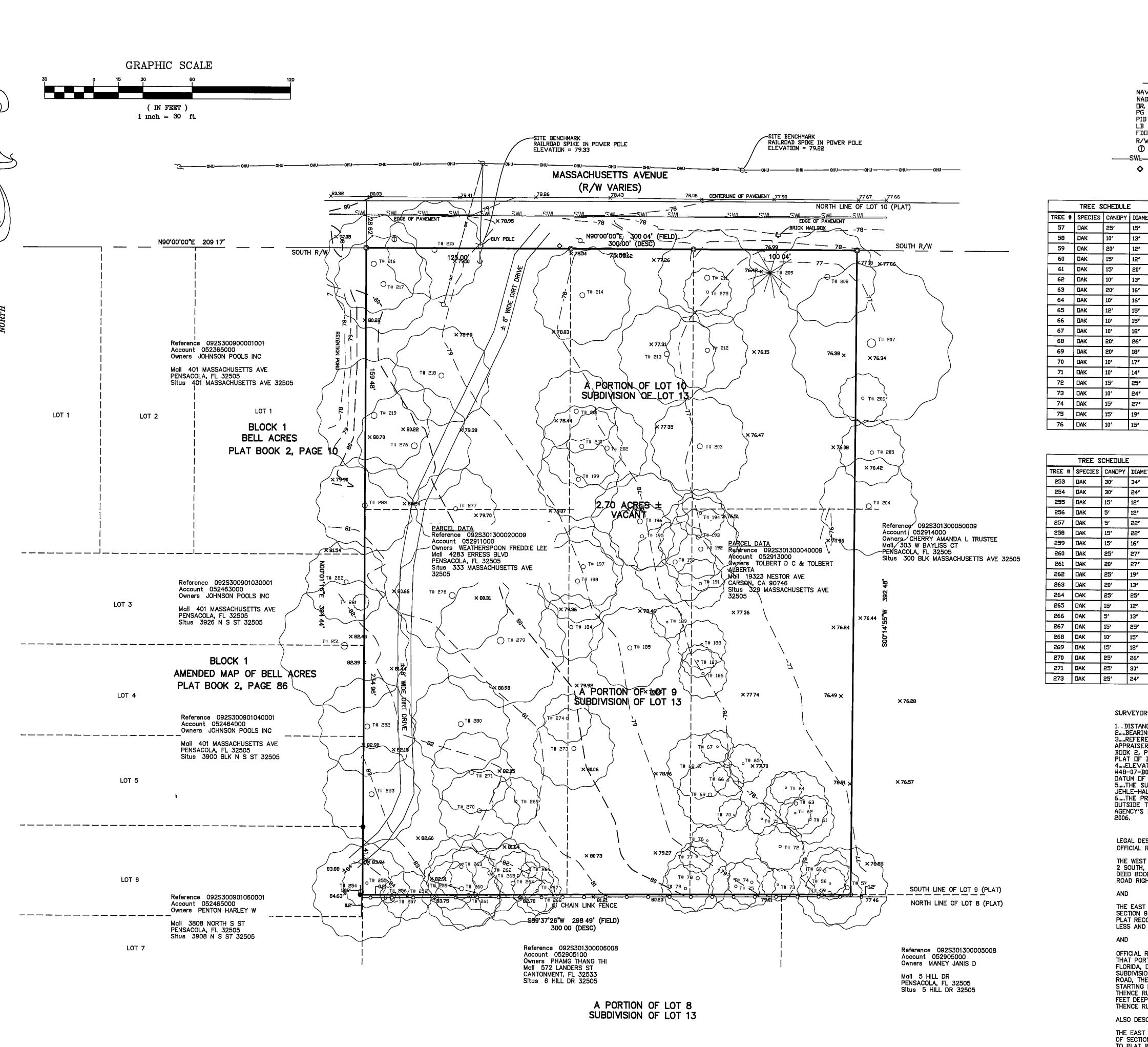
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51	5.	Financing: (Check as applicable)
52 •		(a) Buyer will pay cash for the Property with no financing contingency.
53.		(b) This contract is contingent on Buyer qualifying for and obtaining the commitment(s) or approval(s)
64 .		specified below ("Financing") within days after Effective Date (Closing Date or 30 days after Effective
55.		Date, whichever occurs first, if left blank) ("Financing Period"). Buyer will apply for Financing within
56		days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
57		and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the
58		Financing within the Financing Period, either party may terminate this contract and Buyer's deposit(s) will be
		returned.
59 20		(1) New Financing: Buyer will secure a commitment for new third party financing for \$
60 •		or% of the purchase price at (Check one) \[\Pi \ a \text{fixed rate not exceeding% \ \Pi \ a \text{an} \]
61.		of the purchase price at (Check One) and internate not exceeding 70 and an
62.		adjustable interest rate not exceeding% at origination (a fixed rate at the prevailing interest rate
63		based on Buyer's creditworthiness if neither choice is selected). Buyer will keep Seller and Broker fully
64		informed of the loan application status and progress and authorizes the lender or mortgage broker to
65		disclose all such information to Seller and Broker.
66•		(2) ☐ Seller Financing: Buyer will execute a ☐ first ☐ second purchase money note and mortgage to
67.		Seller in the amount of \$, bearing annual interest at% and payable as
68.		follows:
69		The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow
70		forms generally accepted in the county where the Property is located; will provide for a late payment fee
71		and acceleration at the mortgagee's option if Buyer defaults; will give Buyer the right to prepay without
72		penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
73		conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to
74		keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller
75		to obtain credit, employment, and other necessary information to determine creditworthiness for the
76		financing. Seller will, within 10 days after Effective Date, give Buyer written notice of whether or not
. 0 77		Seller will make the loan.
78.		(3) Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to
79•		
		LN#in the approximate amount of \$currently payable at
80 •		\$per month, including principal, interest, \(\sigma\) taxes and insurance, and having a
81 •		☐ fixed ☐ other (describe)
82 •		interest rate of% which \square will \square will not escalate upon assumption. Any variance in the
83 •		mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will
84 05		purchase Seller's escrow account dollar for dollar. If the interest rate upon transfer exceeds% or
85 •		the convertion francisc for exceeds \$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\tex{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\}\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\tex{
86 •		the assumption/transfer fee exceeds \$, either party may elect to pay the excess,
87		failing which this contract will terminate; and Buyer's deposit(s) will be returned. If the lender disapproves
88		Buyer, this contract will terminate; and Buyer's deposit(s) will be returned.
00	6	Assignability: (Check one) Buyer may assign and thereby be released from any further liability under this
89 •	0.	contract, \square may assign but not be released from liability under this contract, or \square may not assign this contract.
90 •		contract, Limay assign but not be released from liability under this contract, or Limay not assign this contract.
	-	The College of the level of the second of th
91 -	7.	
92 •		deed ☐ special warranty deed ☑ other (specify)guarantee, free of liens, easements,
93		and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants,
94		restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
95 •		other matters to which title will be subject)
96		provided there exists at closing no violation of the foregoing.
97		(a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and
98		pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.
99		Seller will deliver to Buyer, at
• 00		(Check one) ☐ Seller's ☑ Buyer's expense and
01 •		(Check one) ☐ within days after Effective Date ☐ at least days before Closing Date,
02		(Check one)
03 •		(1) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
04		discharged by Seller at or before closing and, upon Buyer recording the deed, an owner's policy in the
05		amount of the purchase price for fee simple title subject only to the exceptions stated above. If Buyer is
06		paying for the owner's title insurance policy and Seller has an owner's policy, Seller will deliver a copy to
07		Buyer within 15 days after Effective Date.
	Bu	yer (a) and Seller (a) acknowledge receipt of a copy of this page, which is 2 of 7 pages.
	VA	C-10-42/Febre 8/14

Country	NET 41					W	
Counter O						KELLERWILLIA	1.15
-te	EDDIE	Weathers	s Poor	<u>) </u>			("Seller")
and Wh	lite Sau	nds Electo	た して	nc or a	assigns		("Buyer")
agree that the	e initial offer, e: he real propert	xecuted by the party r by described as follows	making the	offer and dated		015 for the sa	ale and
				~			
3	33 Ma	ssachuse	HCS	₁ tensace	ola iFC	. 32505	
as amended of This counter terms and cor	only by this cou coffer does no nditions of the i	unter offer, executed to tinclude terms and initial offer remain the	by all partie condition same exce	s, is accepted and of any other coept the following:	nd shall constitu	uto the full and anti-	
D Purchase I	Price is change	ed to \$ <u>60,000</u>	×	_			
	ate is changed		/	-			
☐ The followi	ing items are in	ncluded in the purchas	se:				
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Other							······
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		***************************************	***				*
within 2 days a	after the counte	ller, and an executed er offer is delivered if I	left blank), f	his counter offer	shall be deeme	ed withdrawn and the	e
_		rmed to Buyer. This		to be a legally	binding contr	act.	
Buyer: Stave 7	tato proo White Sans 	dotloop verifie 04/22/15 3:27P W14P-KIBQ-UV	PM EDT VKA-J06V				
Buyer:							
Seller:	oddie	Weatholes	onn/				
eller		- were and the later of					



GMR: 11-05-15 Rezoning Case Z-2015-15 Attachment

<u>LEGEND</u> ⊕FOUND 5/8' DIAMETER IRON ROD NO IDENTIFICATION •FOUND 1/2' DIAMETER IRON ROD NO IDENTIFICATION ◎FOUND 1" IRON PIPE NO IDENTIFICATION & POVER POLE —→GUY ANCHOR NAVDNORTH AMERICAN VERTICAL DATUM NADNORTH AMERICAN DATUM "DFFICIAL RECORDS BOOKCOUNTY APPRAISER PARCEL IDENTIFICATION NUMBERLICENSED BUSINESS NUMBERFLORIDA DEPARTMENT OF TRANSPORTATION R/WRIGHT-DF-WAY . "TELEPHONE MANHOLE SWLSOLID WHITE LANE LINE ♦ WATER METER

	TREE SCHEDULE					
TREE	#	SPECIES	CANDPY	DIAMETER		
57	,	DAK	25'	15"		
58	<u> </u>	DAK	10'	13"		
59	1	DAK	20′	12"		
60		□AK	15′	12'		
61		DAK	15′	20"		
62	·	□AK	10'	13"		
63		□AK	50,	16"		
64		□AK	10'	16"		
65		DAK	12′	15"		
66		DAK	10′	15"		
67		DAK	10'	18"		
68		DAK	50,	26*		
69		DAK	50,	18′		
70		DAK	10'	17"		
71		DAK	10'	14"		
72		□AK	15′	25*		
73		DAK	10'	24"		
74		DAK	15′	27*		
75		DAK	15′	19'		
76		DAK	10'	15 '		

TREE SCHEDULE					
TREE #	SPECIES	CANDPY	DIAMETER		
77	DAK	10'	15"		
78	□AK	20'	16"		
79	□AK	15′	24"		
184	DAK	50'	27*		
185	DAK	25′	30"		
186	DAK	15′	20"		
187	DAK	10′	13"		
188	DAK	15'	16"		
189	□AK	10′	13"		
190	□AK	25′	36"		
191	□AK	15′	16"		
192	DAK	25′	53,		
193	DAK	25′	19"/16"		
194	DAK	15′	17"		
195	DAK	20'	17"		
196	□AK	30′	21"		
197	□AK	25′	15"		
198	DAK	25′	30"		
199	□AK	25′	36"		
200	□AK	25′	26"		

SPECIES CANDPY DIAMETER

TREE SCHEDULE TREE # SPECIES CANDRY DIAMETER 201 DAK 25' 28"

202 DAK 25' 32"

203 DAK 30' 48'

204 DAK 30' 33' 205 DAK 20' 18' 206 DAK 15' 18" 207 DAK 50' 36' 208 DAK 30' 36' 209 CEDAR 15' 17" 211 DAK 30' 24" 212 DAK 25' 30"

30'

30'

30'

30'

35′

30'

40'

214 DAK

215 DAK

216 DAK

218 | DAK

219 DAK

251 DAK

252 DAK

TREE SCHEDULE						TREE S	CHEDULE	
E #	SPECIES	CANDRY	DIAMETER		TREE #	SPECIES	CANDPY	DIAM
53	DAK	30′	34"		274	□AK	15'	17"
54	DAK	30′	24"		275	□AK	15′	17"
55	DAK	15′	12"		276	DAK /	35′	34"
56	DAK	5′	12'	ĺ	277	DAK	25′	33″
57	DAK	5′	22'		278	∏AK	35′	36"
58	DAK	15′	22'		279	DAK	40'	60"
59	DAK	15′	16"		280	□AK	30'	38"
60	DAK	25'	27"		281	DAK	5′	17"
61	DAK	20'	27"		282	□AK	25′	18*
62	□AK	25′	19"		283	□AK	30'	25"
53	DAK	20'	13"					
54	DAK	25′	25 ′					
65	DAK	15′	12"					
56	DAK	5′	13"	•				
57	DAK	15′	25 ′					
58	□AK	10′	15"					
59	□AK	15′	18"	!				
70	ПАИ	OF/	264	Ì				

SURVEYOR'S NOTES

1. DISTANCES ARE BASED ON U.S. STANDARD FOOT.
2....BEARINGS ARE BASED ON THE SOUTH R/W OF MASSACHUSETTS AVE AS N90°00'00'E
3....REFERENCES USED: EXISTING FIELD MONUMENTATION, DEEDS OF RECORD, PROPERTY APPRAISERS MAP OF SECTION 9, T-1-S, R-30-W, FINAL PLAT OF BELL ACRES, PLANE APPRAISERS APPRAISER BOOK 2, PAGE 86, PLAT OF SUBDIVISION OF LOT 13, DEED BOOK 3, PAGE 483, FINAL PLAT OF BRENTWOOD PARK, PLAT BOOK 1, PAGE 11. 4....ELEVATIONS ARE BASED ON FLORIDA DEPARTMENT OF TRANSPORTATION BENCHMARK #48-07-B01V, HAVING A PUBLISHED ELEVATION OF 9286 NORTH AMERICAN VERTICAL DATUM OF 1988. 5....THE SURVEYING BUSINESS CERTIFICATE OF AUTHORIZATION NUMBER FOR
JEHLE-HALSTEAD, INC. IS LB 7483,
6....THE PROPERTY SHOWN HEREON LIES IN FLOOD ZONE X, AREAS DETERMINED TO BE
OUTSIDE THE 500 YEAR FLOOD PLAIN PER THE FEDERAL EMERGENCY MANAGEMENT

AGENCY'S FLOOD INSURANCE RATE MAP NUMBER 12033C0380G, DATED SEPTEMBER 29,

LEGAL DESCRIPTION OF RECORD OFFICIAL RECORDS BOOK 6329, PAGE 755 (333 MASSACHUSETTS AVE)

THE WEST 125 FEET OF LOTS 9 AND 10, A SUBDIVISION OF LOT 13 OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN DEED BOOK 3, PAGE 483, OF THE PUBLIC RECORDS OF SAID COUNTY LESS AND EXCEPT ROAD RIGHT-OF-WAY ALONG NORTH SIDE

THE EAST 75 FEET OF THE WEST 200 FEET OF LOTS 9 AND 10, A SUBDIVISION OF LOT 13 OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN DEED BOOK 3, PAGE 483, OF THE PUBLIC RECORDS OF SAID COUNTY LESS AND EXCEPT ROAD RIGHT-OF-WAY ALONG NORTH SIDE

OFFICIAL RECORDS BOOK 6786, PAGE 972 (329 MASSACHUSETTS AVE)
THAT PORTION OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS BEGIN AT THE NORTHWEST CORNER OF LOT 13, SUBDIVISION OF SAID SECTION, THENCE RUN SOUTH 20 FEET TO THE SOUTH LINE OF DIRT ROAD, THENCE RUN EAST ALONG SOUTH LINE OF SAID ROAD A DISTANCE OF 200 FEET, FOR STARTING POINT OF THIS DESCRIPTION, THENCE CONTINUE IN SAME DIRECTION 100 FEET, THENCE RUN SOUTH TO THE SOUTH LINE OF LOT 9 A SUBDIVISION OF LOT 13 ABOUT 420 FEET DEEP, THENCE RUN WESTWARD ALONG SOUTH LINE OF LOT 9 A DISTANCE OF 100 FEET, THENCE RUN NORTH TO POINT OF BEGINNING

ALSO DESCRIBED AS

THE EAST 100 FEET OF THE WEST 300 00 FEET OF LOTS 9 AND 10, A SUBDIVISION OF LOT 13, OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN DEED BOOK 3, AT PAGE 483 OF THE PUBLIC RECORDS OF SAID COUNTY, LESS AND EXCEPT ROAD RIGHT OF WAY ALONG NORTH SIDE

Revisions Date Description esigned By Drawn By Checked By

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5/11/15

1" = 30'

140058s001

FIELD DATE 5/7/15 CREW TC/JS/DE

FB_TC54 PG_34-47

Date

Scale.

CREW



Development Services Department Building Inspections Division

3363 West Park Place Pensacola, Florida, 32505 (850) 595-3550 Molino Office - (850) 587-5770

RECEIPT

Receipt No.: **642112** Date Issued.: 08/06/2015

Cashier ID: VHOWENS

Application No.: PRZ150800013

Project Name: Z-2015-15

PAYMENT INFO						
Method of Payment	Reference Document	Amount Paid	Comment			
Check	4567	¢2 117 50	Ann ID : DD7450000042			
	4007	\$2,117.50	App ID : PRZ150800013			
		\$2,117.50	Total Check			

Received From: WEATHERSPOON FREDDIE LEE

Total Receipt Amount : \$2,117.50

Change Due: \$0.00

	APPLICATION INFO						
Application #	Invoice #	Invoice Amt	Balance Job Address				
PRZ150800013	733154	2,117.50	\$0.00 333 MASSACHUSETTS AVE, PENSACOLA, 32505				
Total Amount :		2,117.50	\$0.00 Balance Due on this/these Application(s) as of 8/10/2015				

57 of 58



BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Development Services Department 3363 West Park Place, Pensacola, FL 32505 (850) 595-3475 - Phone (850) 595-3481 - FAX www.myescambia.com

Escambia County Planning Board Public Hearing Speaker Request Form

Please Print Clearly

A C		
Meeting Date:		
Rezoning Quasi-judicial Hearing	0.0	Regular Planning Board Meeting
Rezoning Case #: 405-15	OR	Agenda Item Number/Description:
In Favor Against		
*Name: BUDDY PAGE	7	
*Address: 5337 Hamita	*Ci	ty, State, Zip:
Address. 1		ty, State, Zip.
Email Address: Day Cart	t.net	Phone: 232 9 (5)
Please indicate if you:		
would like to be notified of any further action r	related to th	ne public hearing item.
		further action related to the public hearing item.
All items with an asterisk * are required.		

Chamber Rules

- 1. All who wish to speak will be heard and granted uniform time to speak (normally 3 5 minutes).
- 2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
- 3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
- 4. Please keep your remarks BRIEF and FACTUAL.
- Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
- Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s)
 to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion
 at the meeting.
- 7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.

01/2012

Z-2015-16

	ESCAIBIA COUNTI I LAN	29	HEARINGS - UCTUBER 0, 2015
1	* * *		31
		1	MR. FISHER: This is the locational map. This
2	<u>CASE NO: Z-2015-16</u>	2	is the aerial and wetlands map south of Olive Road.
3		3	This is the existing land use map. You can see the
	Applicant: Wiley C. "Buddy" Page, Agent fo		parcels highlighted there. This is the Mixed Use
4	Brigham-Williams/Hunter Williams, (Urban Map Future Land Use. This is the 500-foot
5	Address: 1700 & 1715 Olive Road	6	zoning map with surrounding commercial to the east
		7	and HDMU to the south and west.
6	Property	8	This is the public hearing sign. This is
7	Size: 2.23 (+/-) acres	9	looking east along Olive Road. This is looking
	From: HDMU, High Density Mixed-Use d	strict 09:11AM 10	southeast onto the subject property. Looking west
8	(25 du/acre)	11	along Olive Road. Looking on the subject property
9	To: Com, Commercial district (25 du/a	12 re)	south. Looking northwest across Olive Road.
	- Conf. Commercial district (25 dayar	13	Looking northeast across Olive Road. And the public
10		14	hearing sign on Blackwell Lane, which is the south
11 12	MR. BRISKE: Our next case is Case Buddy Page, agent for Brigham-Williams	09:11AM 13	part of the property. And looking south along
13	excuse me, Hunter Williams, the owner,	16	Blackwell Lane. Looking west. Looking onto the
14	Olive Road, 2.23 plus/minus acres from I	HDMU, High 17	subject property. Looking northeast. This is the
09:09AM 15	Density Mixed District, to Commercial Dis		500-foot radius map from the property appraiser and
16 17	Members of the Board, I'll ask if the any ex parte communication between yo	19	the mailing list. These are all the lists of
18	applicant, agents, attorneys, witnesses, i		surrounding people.
19	Planning Board members or anyone from		Just to let the Board know, staff was in
09:09AM 20 21	public on this case? I'll also ask if you vi	11	agreement. Staff findings were all consistent with
22	the subject property, and disclose if you relative or business associate of any of the		the Land Development Code, if you wanted to expedite
23	parties?	24	it, if there is no one here for public comments.
24 09:09AM 25	We'll start again with Ms. Hightowe	r. 09:12AM 25	MR. BRISKE: Very good. Thank you for that
09:09AM 23	MS. HIGHTOWER: No to all. 850.434.5954/800.321.5954 - REPORTERS@TAYLORREF	ORTINGSERVICES.COM	850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM
	, <u> </u>	30	32
1	MR. PYLY: No, Mr. Chairman, but I	_	update. That's important.
2	with the property.	2	Mr. Page, if you would, come forward please and
3	MR. BRISKE: The Chairman. No to	all. 3	you are still under oath so if you will just state
4	MR. TATE: No to all.	4	your name and address for the record.
09:09AM 5	MR. BRISKE: Mr. Wingate?	09:12AM 5	(Presentation by Wiley C. "Buddy" Page,
6	MR. WINGATE: I did view the site	and I'm	previously sworn.)
7	familiar with the area.	7	MR. PAGE: Mr. Chairman, Buddy Page, 5337
8	MR. BRISKE: Any ex parte commu	nication?	Hamilton Lane, Pace, Florida.
9	MR. WINGATE: No communication		MR. BRISKE: On this case did you receive the
09:10AM 10	MR. BRISKE: Thank you, sir.	09:12AM 10	rezoning hearing package and the staff's
11	Mr. Rushing?	11	Findings-of-Fact?
12	MR. RUSHING: I am familiar with t		MR. PAGE: I did.
13	no communications at all.	13	MR. BRISKE: And you understand you have to
14	no communications at all.		This bistoke. And you understally you have to
	MR BRICKE: Thank you Staff wa	is there a	provide substantial competent evidence the proposed
	MR. BRISKE: Thank you. Staff, wa		provide substantial competent evidence the proposed
09:10AM 15	notice of the hearing sent to all intereste	d 09:12AM 15	rezoning is consistent with the plan, furthers the
09:10AM 15	notice of the hearing sent to all interested parties?	d 09:12AM 15	rezoning is consistent with the plan, furthers the goals, objectives and policies of that plan and is
09:10AM 15 16 17	notice of the hearing sent to all intereste parties? MR. FISHER: Yes, there was.	d 09:12AM 15 16 17	rezoning is consistent with the plan, furthers the goals, objectives and policies of that plan and is not in conflict with the Land Development Code?
09:10AM 15 16 17 18	notice of the hearing sent to all interested parties? MR. FISHER: Yes, there was. MR. BRISKE: And was that also co	d 09:12AM 15 16 17 rectly posted 18	rezoning is consistent with the plan, furthers the goals, objectives and policies of that plan and is not in conflict with the Land Development Code? MR. PAGE: I do.
09:10AM 15 16 17 18 19	notice of the hearing sent to all interested parties? MR. FISHER: Yes, there was. MR. BRISKE: And was that also coon the subject property?	d 09:12AM 15 16 17 rectly posted 18 19	rezoning is consistent with the plan, furthers the goals, objectives and policies of that plan and is not in conflict with the Land Development Code? MR. PAGE: I do. MR. BRISKE: As John has indicated, the staff's
09:10AM 15 16 17 18 19 09:10AM 20	notice of the hearing sent to all interested parties? MR. FISHER: Yes, there was. MR. BRISKE: And was that also coon the subject property? MR. FISHER: Yes, it was.	o9:12AM 15 16 17 rectly posted 18 19 09:13AM 20	rezoning is consistent with the plan, furthers the goals, objectives and policies of that plan and is not in conflict with the Land Development Code? MR. PAGE: I do. MR. BRISKE: As John has indicated, the staff's criteria has met all of the six criteria that we
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	ESCAMBIA COUNTY PLANNING BOARD RE	ZONTNO	HEARINGS - UCTUBER 0, 2015
	33		35
1	was one of your witnesses. Mr. Scott Heald, it	1	intent and purpose of the Future Land Use category
2	looks like. So he does wish to speak on the matter	2	MU-U, as stated in CPP Policy FLU 1.3.1. The MU-U
3	so we will have to go through the entire package	3	category promotes the use of roads, public services
4	then to give, you know, public input. If you will	4	and existing infrastructure, as stated
09:13AM 5	go ahead and begin your presentation.	5	in FLU 1.5.1. The increase in maximum residential
6	MR. PAGE: Mr. Chairman, what we're requesting	6	density is consistent with that allowed by the MU-U
7	on Olive Road is a change and based upon the request	7	and the allowance of higher residential densities to
8	from High Density Mixed Use to Commercial. The	8	promote compact development. Consistency with the
9	Staff's Findings-of-Fact under Criterion A found	9	other applicable policies of the Comprehensive
09:14AM 10	that we were consistent with the Comprehensive Plan	10	Plan would be evaluated during the review of
11	under 2-7.2.	11	development for compliance with implementing Land
12	Under 2-7.2(b), consistency with the Land	12	Development Code regulations.
13	Development Code, again the staff found that the	13	Criterion B, Land Development Code, under the
14	request is consistent with the provisions for that	14	findings, the proposed amendment is consistent with
09:14AM 15	document.	15	the stated purposes and intent of the Land
16	Under Criterion C, compatibility with the	16	Development Code (LDC) and meets the locational
17	surrounding areas, again the staff's finding is that	17	criteria. All requirements of the LDC
18	it would be compatible with the several types of	18	will be evaluated for consistency during the Site
19	uses currently at that location along Olive Road.	19	Plan Review process.
09:14AM 20	Criterion D, changed conditions. We concur	09:17AM 20	Criterion C. The proposed amendment is
21	that there's not a whole lot that's gone on in that	21	compatible with surrounding existing uses in the
22	area with the exception of one that went from R-5 to	22	area. Within the 500' radius impact area, staff
23	C-1.	23	observed properties with zoning districts Commercial
24	Under Criterion E, development patterns, staff	24	and HDMU, nine single-family dwellings, two mobile
09:15AM 25	did find that should the Planning Board choose to	25	homes, ten vacant parcels, six multi-family units,
	850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM		850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM
_	34	_	36
1	approve it that it would result in a logical and	1	one AT&T site, one office, one green house, two
2	orderly development pattern.	2	warehouses, one hotel, one Mc Donald's, one Shell
3	Then under F, effect on the natural	3	Gas station, one Walgreens, and one U-Haul storage
4	environment, there are no hydric soils on the site	4	unit. Looking at the subject property and
09:15AM 5	to our knowledge.	5	surrounding area there are multiple
6	So, Mr. Chairman, as you previously stated, the	6	existing uses that fit in the commercial zoning
7	staff's findings on all items found that the	7	district area.
8	application is consistent with the County rules and	8	Under Criterion D, changed conditions.
	regulations. MR. BRISKE: Thank you, Mr. Page. We'll give	09:17AM 10	Findings: Staff found one changed condition which
09:15AM 10		1 09:17AM LU	would not impact the amondment or property(c)
1 11			would not impact the amendment or property(s).
11	you an opportunity after hearing from our speakers	11	Staff found rezoning case Z-2004-10 at 1719 E Olive
12	you an opportunity after hearing from our speakers to come back.	11 12	Staff found rezoning case Z-2004-10 at 1719 E Olive Road, which was approved in June of 2004 from R-5 to
12 13	you an opportunity after hearing from our speakers to come back. John, are you going to be presenting for the	11 12 13	Staff found rezoning case Z-2004-10 at 1719 E Olive Road, which was approved in June of 2004 from R-5 to C-1.
12 13 14	you an opportunity after hearing from our speakers to come back. John, are you going to be presenting for the staff?	11 12 13 14	Staff found rezoning case Z-2004-10 at 1719 E Olive Road, which was approved in June of 2004 from R-5 to C-1. Criterion D, development patterns. The
12 13 14 09:15AM 15	you an opportunity after hearing from our speakers to come back. John, are you going to be presenting for the staff? MR. FISHER: Yes.	11 12 13 14 15	Staff found rezoning case Z-2004-10 at 1719 E Olive Road, which was approved in June of 2004 from R-5 to C-1. Criterion D, development patterns. The proposed amendment would result in a logical and
12 13 14 09:15AM 15 16	you an opportunity after hearing from our speakers to come back. John, are you going to be presenting for the staff? MR. FISHER: Yes. MR. BRISKE: If you will, state your name and	11 12 13 14 15	Staff found rezoning case Z-2004-10 at 1719 E Olive Road, which was approved in June of 2004 from R-5 to C-1. Criterion D, development patterns. The proposed amendment would result in a logical and orderly development pattern. The adjoining parcels
12 13 14 09:15AM 15 16 17	you an opportunity after hearing from our speakers to come back. John, are you going to be presenting for the staff? MR. FISHER: Yes. MR. BRISKE: If you will, state your name and position for the record.	11 12 13 14 15 16	Staff found rezoning case Z-2004-10 at 1719 E Olive Road, which was approved in June of 2004 from R-5 to C-1. Criterion D, development patterns. The proposed amendment would result in a logical and orderly development pattern. The adjoining parcels to the east are already zoned commercial which
12 13 14 09:15AM 15 16 17 18	you an opportunity after hearing from our speakers to come back. John, are you going to be presenting for the staff? MR. FISHER: Yes. MR. BRISKE: If you will, state your name and position for the record. (Presentation by John Fisher, previously	11 12 13 14 15 16 17	Staff found rezoning case Z-2004-10 at 1719 E Olive Road, which was approved in June of 2004 from R-5 to C-1. Criterion D, development patterns. The proposed amendment would result in a logical and orderly development pattern. The adjoining parcels to the east are already zoned commercial which generate a commercial traffic node to Davis Highway
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12 13 14 09:15AM 15 16 17 18 19 09:15AM 20 21	you an opportunity after hearing from our speakers to come back. John, are you going to be presenting for the staff? MR. FISHER: Yes. MR. BRISKE: If you will, state your name and position for the record. (Presentation by John Fisher, previously sworn.) MR. FISHER: John Fisher, Senior Planner for Development Services. Again, this is rezoning Case	11 12 13 14 15 16 17 18	Staff found rezoning case Z-2004-10 at 1719 E Olive Road, which was approved in June of 2004 from R-5 to C-1. Criterion D, development patterns. The proposed amendment would result in a logical and orderly development pattern. The adjoining parcels to the east are already zoned commercial which generate a commercial traffic node to Davis Highway along Olive Road. Criterion F, effect on the natural environment. According to the National Wetland Inventory,
12 13 14 09:15AM 15 16 17 18 19 09:15AM 20 21 22	you an opportunity after hearing from our speakers to come back. John, are you going to be presenting for the staff? MR. FISHER: Yes. MR. BRISKE: If you will, state your name and position for the record. (Presentation by John Fisher, previously sworn.) MR. FISHER: John Fisher, Senior Planner for Development Services. Again, this is rezoning Case Z-2015-16. This is from HDMU, High Density Mixed	11 12 13 14 15 16 17 18 19 09:18AM 20 21 22	Staff found rezoning case Z-2004-10 at 1719 E Olive Road, which was approved in June of 2004 from R-5 to C-1. Criterion D, development patterns. The proposed amendment would result in a logical and orderly development pattern. The adjoining parcels to the east are already zoned commercial which generate a commercial traffic node to Davis Highway along Olive Road. Criterion F, effect on the natural environment. According to the National Wetland Inventory, wetlands and hydric soils were not indicated on the
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12 13 14 09:15AM 15 16 17 18 19 09:15AM 20 21 22 23	you an opportunity after hearing from our speakers to come back. John, are you going to be presenting for the staff? MR. FISHER: Yes. MR. BRISKE: If you will, state your name and position for the record. (Presentation by John Fisher, previously sworn.) MR. FISHER: John Fisher, Senior Planner for Development Services. Again, this is rezoning Case Z-2015-16. This is from HDMU, High Density Mixed Use District, to Commercial District. Criterion A, the findings, the proposed	11 12 13 14 15 16 17 18 19 09:18AM 20 21 22 23 24	Staff found rezoning case Z-2004-10 at 1719 E Olive Road, which was approved in June of 2004 from R-5 to C-1. Criterion D, development patterns. The proposed amendment would result in a logical and orderly development pattern. The adjoining parcels to the east are already zoned commercial which generate a commercial traffic node to Davis Highway along Olive Road. Criterion F, effect on the natural environment. According to the National Wetland Inventory, wetlands and hydric soils were not indicated on the subject property. When applicable, further review

ESCAMBIA COUNTY PLANNING BOARD REZONING HEARINGS - OCTOBER 6, 2015

	ESCAMBIA COUNTY PLANNING BOARD RE	LONING	<u>_</u>
	significant adverse impact on the natural	1	MP RRISKE: Thank you Mr Tate
1			MR. BRISKE: Thank you, Mr. Tate.
2		2	MR. WINGATE: Second.
3	<u> </u>	3	MR. BRISKE: A second by Mr. Wingate. Any further discussion? All those in favor, say aye.
4		_	
09:18AM 5		09:21AM 5	(Board members vote.) MR. BRISKE: Opposed?
6	y	7	(None.)
7		8	MR. BRISKE: The motion carries unanimously.
8		9	(Motion passed unanimously.)
9	3	09:21AM 10	(Conclusion of Case Z-2015-16.)
09:19AM 10	·	09:21AM 10	MR. BRISKE: We are going to take about a
11	, , , , , , , , , , , , , , , , , , ,	12	six-minute break. If you could keep it short and
12	5	13	please come back at about 9:25 so we can go on to
13	consider general statements of opposition or	14	our next case. We'll stand in adjournment until
14	3, 2,00	09:21AM 15	9:25.
09:19AM 15	the approval conditions and exceptions described in	16	(Break taken, after which the proceedings
16	2-7.2. They are also shown up on the screen.	17	continued. Transcript continues on Page 40.)
17	Please also note that only those individuals	18	* * *
18	who are present and give testimony on the record	19	
19	today will be allowed to speak at the subsequent	20	
09:19АМ 20	hearing before the Board of County Commissioners.	21	
21	. Scott Heald; is that correct?	22	
22	MR. HEALD: Actually, it's Heald, Mr. Chairman.	23	
23	And I have no need to address the Board. I was just	24	
24	here for information and I heard that if you want to	25	
09:19АМ 25	speak at the general Board meeting you need to sign		
	850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM		850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM
	38		40
1	up to speak so that's why I did it, but I have no	1	ተ
2	need to address you today.	2	CASE NO: Z-2015-17
3	MR. BRISKE: Okay.		
4	MR. TATE: It's important, though, if you do	3	Applicant: Jonathan Green, Agent for Pen Air Federal
09:19AM 5	want to speak at the next meeting you can only speak	4	Credit Union, Owner Address: 1495 E Nine Mile Road
6	on what you've spoken to here. It has to be part of	-	Property Property
7	the record.	5	Size: 9.56 (+/2005)
8	MR. HEALD: That's fine. Thank you.		From: HDI was a waited district
9	MR. BRISKE: The gentleman has indicated he	6	(2) duracre) and Com, Compercial district (25 duracre)
09:20AM 10	will waive his right to speak at this hearing and	7	(== ==, ====)
11	the subsequent Board of County Commission hearing.		To: Com, Commercial district (25 du/acre)
12	(Scott Heald, did not speak.)	8	MD_DDICKE: I would like to sell us healt to
13	MR. BRISKE: Is there anyone else from the	09:28AM 10	MR. BRISKE: I would like to call us back to order. I see Mr. Wingate is in the room, he's
14	public that wishes to speak on Case 2015-16? Okay.	11	coming back to his seat right now, so we do have all
09:20AM 15	Hearing none, I will hereby close the public comment	12	our members back. We will move into our next case.
16	section.	13 14	Before we go into the next case, we do have a
17	Mr. Page, do you have anything further for the	09:29AM 15	lot of speakers signed up to speak, which is fine. We're going to give everybody a fair chance to get
18	Board?	16	their comments on the record. We do have a time
	MR. PAGE: No, sir.	17	requirement when we have a large group so the staff
19		18	will put a timer up on the board and you will be
19 09:20AM 20		4.0	altern a designated account of the Till 199
_	MR. BRISKE: Any other questions? The Chair	19 09:29AM 20	given a designated amount of time. This is not the
09:20AM 20	MR. BRISKE: Any other questions? The Chair will entertain a motion.	19 09:29AM 20 21	given a designated amount of time. This is not the applicant themselves. Of course, they have the burden of proving the case, so they have to have
09:20AM 20 21	MR. BRISKE: Any other questions? The Chair will entertain a motion. (Motion by Mr. Tate.)	09:29AM 20 21 22	applicant themselves. Of course, they have the
09:20AM 20 21 22	MR. BRISKE: Any other questions? The Chair will entertain a motion. (Motion by Mr. Tate.) MR. TATE: Mr. Chair, I move that this Board	оэ:29AM 20 21 22 23	applicant themselves. Of course, they have the burden of proving the case, so they have to have adequate time to do that. But as far as members of the public, you will have a time frame. That way
09:20AM 20 21 22 23	MR. BRISKE: Any other questions? The Chair will entertain a motion. (Motion by Mr. Tate.) MR. TATE: Mr. Chair, I move that this Board find in favor of Z-2015-16 and accept Staff's	09:29AM 20 21 22 23 24	applicant themselves. Of course, they have the burden of proving the case, so they have to have adequate time to do that. But as far as members of the public, you will have a time frame. That way everybody gets a chance to speak. As we've said in
09:20AM 20 21 22 23 24	MR. BRISKE: Any other questions? The Chair will entertain a motion. (Motion by Mr. Tate.) MR. TATE: Mr. Chair, I move that this Board find in favor of Z-2015-16 and accept Staff's	оэ:29AM 20 21 22 23	applicant themselves. Of course, they have the burden of proving the case, so they have to have adequate time to do that. But as far as members of the public, you will have a time frame. That way

Planning Board-Rezoning

5. B.

Meeting Date: 10/06/2015 **CASE:** Z-2015-16

APPLICANT: Wiley C. "Buddy" Page, Agent for Brigham-Williams /

Hunter Williams, Owner

ADDRESS: 1700 & 1715 Olive Road

PROPERTY REF. NO.: 18-1S-30-4102-000-001 & 18-1S-30-4102-000-004

FUTURE LAND USE: MU-U, Mixed-Use Urban

DISTRICT: 4

OVERLAY DISTRICT: Atwood Redevelopment

BCC MEETING DATE: 11/05/2015

SUBMISSION DATA:

REQUESTED REZONING:

FROM: HDMU, High Density Mixed-use district (25 du/acre)

TO: Com, Commercial district (25 du/acre)

RELEVANT AUTHORITY:

- (1) Escambia County Comprehensive Plan
- (2) Escambia County Land Development Code
- (3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
- (4) Resolution 96-34 (Quasi-judicial Proceedings)
- (5) Resolution 96-13 (Ex-parte Communications)

Criterion a., LDC Sec. 2-7.2(b)(4)

Consistent with Comprehensive Plan

Whether the proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of the plan's provisions.

Comprehensive Plan Policy (CPP) FLU 1.1.1 Development Consistency. New development and redevelopment in unincorporated Escambia County will be consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM).

CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Urban (MU-U) category is intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole.

CPP FLU 1.5.1 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed-Use Suburban (MU-S), Mixed-Use Urban (MU-U), Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

CPP FLU 2.1.2 Compact Development. To promote compact development, FLUM amendments and residential rezoning to allow higher residential densities may be allowed in the Mixed-Use Urban (MU-U) and Mixed-Use Suburban (MU-S) future land use categories.

FINDINGS

The proposed amendment to Commercial **is consistent** with the intent and purpose of Future Land Use (FLU) category MU-U, as stated in CPP Policy FLU 1.3.1. The MU-U category promotes the use of roads, public services and existing infrastructure, as stated in FLU 1.5.1. The increase in maximum residential density **is consistent** with that allowed by MU-U and with the allowance of higher residential densities to promote compact development. Consistency with other applicable policies of the Comprehensive Plan would be evaluated during review of development for compliance with implementing Land Development Code regulations.

Criterion b., LDC Sec. 2-7.2(b)(4)

Consistent with The Land Development Code

Whether the proposed amendment is in conflict with any portion of this Code, and is consistent with the stated purpose and intent of this Code.

Sec. 3-2.9 High Density Mixed-use district (HDMU).

(a) Purpose. The High Density Mixed-use (HDMU) district establishes appropriate areas and land use regulations for a complimentary mix of high density residential uses and compatible non-residential uses within urban areas. The primary intent of the district is to provide for a mix of neighborhood retail sales, services and professional offices with greater dwelling unit density and diversity than the Low Density Mixed-use district. Additionally, the HDMU district is intended to rely on urban street connectivity and encourage vertical mixes of commercial and residential uses within the same building to accommodate a physical pattern of development characteristic of village main streets and older neighborhood commercial areas. Residential uses within the district include all forms of

single-family, two-family and multi-family dwellings.

Sec. 3-2.10 Commercial district (Com).

- (a) Purpose. The Commercial (Com) district establishes appropriate areas and land use regulations for general commercial activities, especially the retailing of commodities and services. The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts. To maintain compatibility with surrounding uses, all commercial operations within the Commercial district are limited to the confines of buildings and not allowed to produce undesirable effects on surrounding property. To retain adequate area for commercial activities, new and expanded residential development within the district is limited, consistent with the Commercial (C) future land use category.
- **(f) Rezoning to Commercial.** Commercial zoning may be established only within the Mixed-Use Urban (MU-U) or Commercial (C) future land use categories. The district is appropriate to provide transitions between areas zoned or used as high density mixed-use and areas zoned or used as heavy commercial or industrial. Rezoning Commercial is subject to the same location criteria as any new non-residential use proposed within the Commercial district.

FINDINGS

The proposed amendment **is consistent** with the stated purposes and intent of the Land Development Code (LDC) and meets the location criteria. All requirements of the LDC will be evaluated for consistency during the Site Plan Review process.

Criterion c., LDC Sec. 2-7.2(b)(4)

Compatible with surrounding uses

Whether all land uses, development activities, and conditions allowed by the proposed zoning are compatible with the surrounding conforming uses, activities and conditions and able to coexist in relative proximity to them in a stable fashion over time such that no use, activity, or condition negatively impacts another. The appropriateness of the rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the requested zoning.

FINDINGS

The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts Com and HDMU. Nine single-family dwellings, two mobile homes, ten vacant parcels, six multi-family units, one AT&T site, one office, one green house, two warehouses, one hotel, one Mc Donald's, one Shell Gas station, one Walgreens, and one U-haul storage unit. Looking at the subject property and surrounding area there are multiple existing uses that fit in the commercial zoning district area.

Criterion d., LDC Sec. 2-7.2(b)(4)

Changed conditions

Whether the area to which the proposed rezoning would apply has changed, or is changing, to such a degree that it is in the public interest to encourage new uses, density, or intensity in the area through rezoning.

FINDINGS

Staff found one changed condition which would not impact the amendment or property(s). Staff found rezoning case Z-2004-10 at 1719 E Olive Rd which was approved in June of 2004 from R-5 to C-1.

Criterion e., LDC Sec. 2-7.2(b)(4)

Development patterns

Whether the proposed rezoning would contribute to or result in a logical and orderly development pattern.

FINDINGS

The proposed amendment **would result** in a logical and orderly development pattern. The adjoining parcels to the east are already zoned commercial which generate a commercial traffic node to Davis Highway along Olive road.

Criterion f., LDC Sec. 2-7.2(b)(4) Effect on natural environment

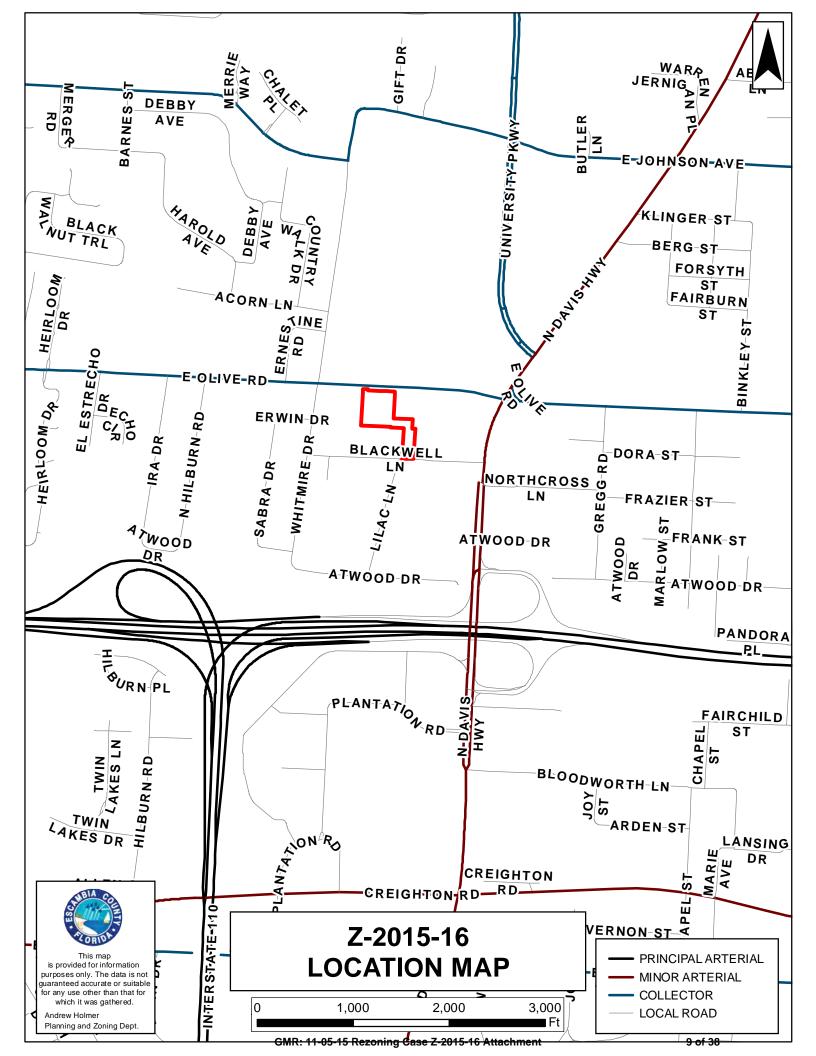
Whether the proposed rezoning would increase the probability of any significant adverse impacts on the natural environment.

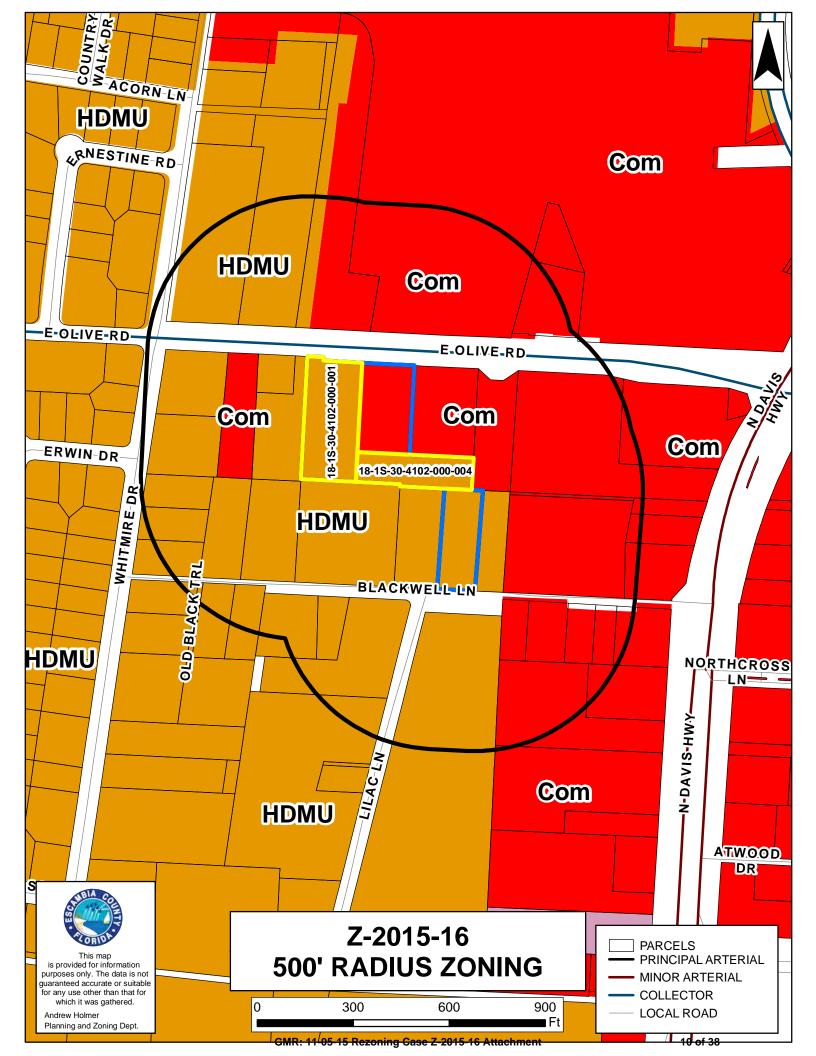
FINDINGS

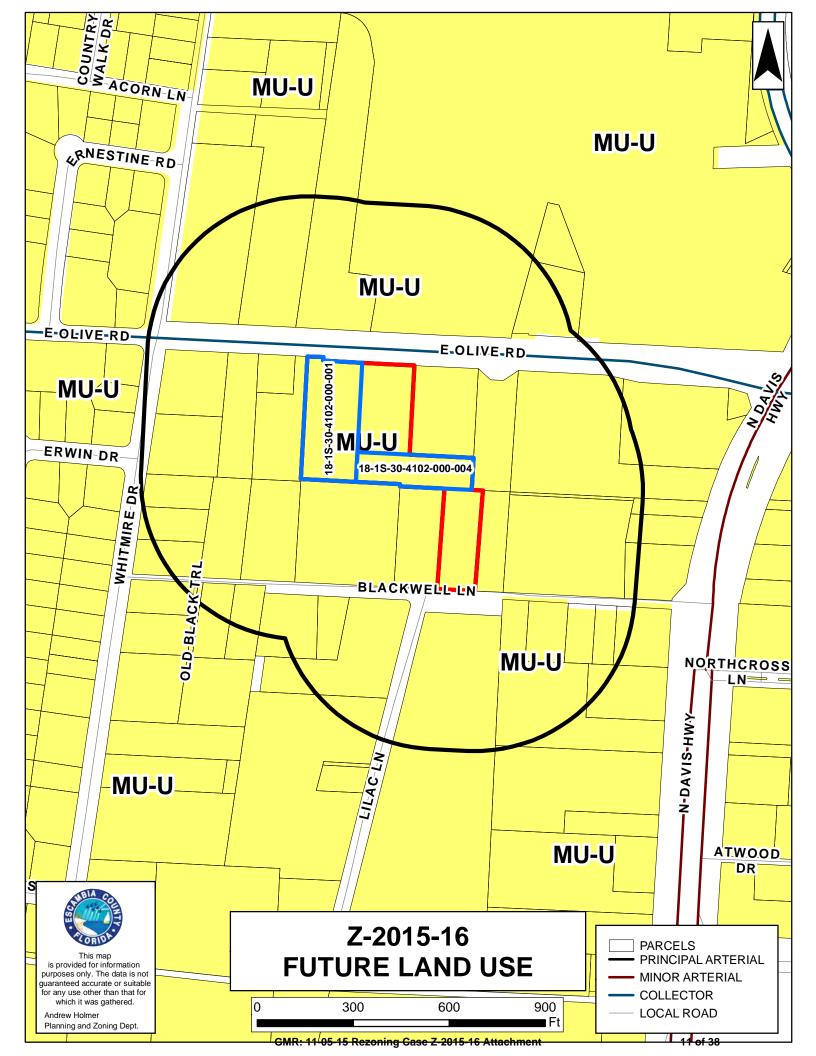
According to the National Wetland Inventory, wetlands and hydric soils **were not indicated** on the subject property. When applicable, further review during the Site Plan Review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

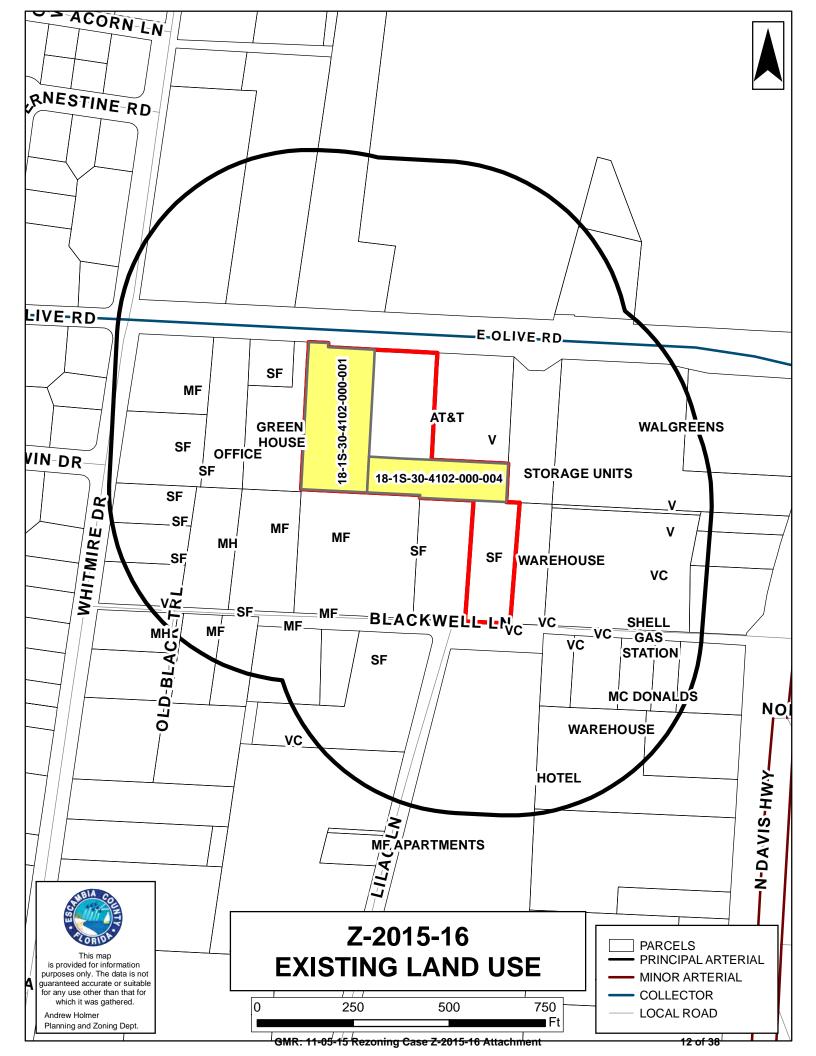
Attachments

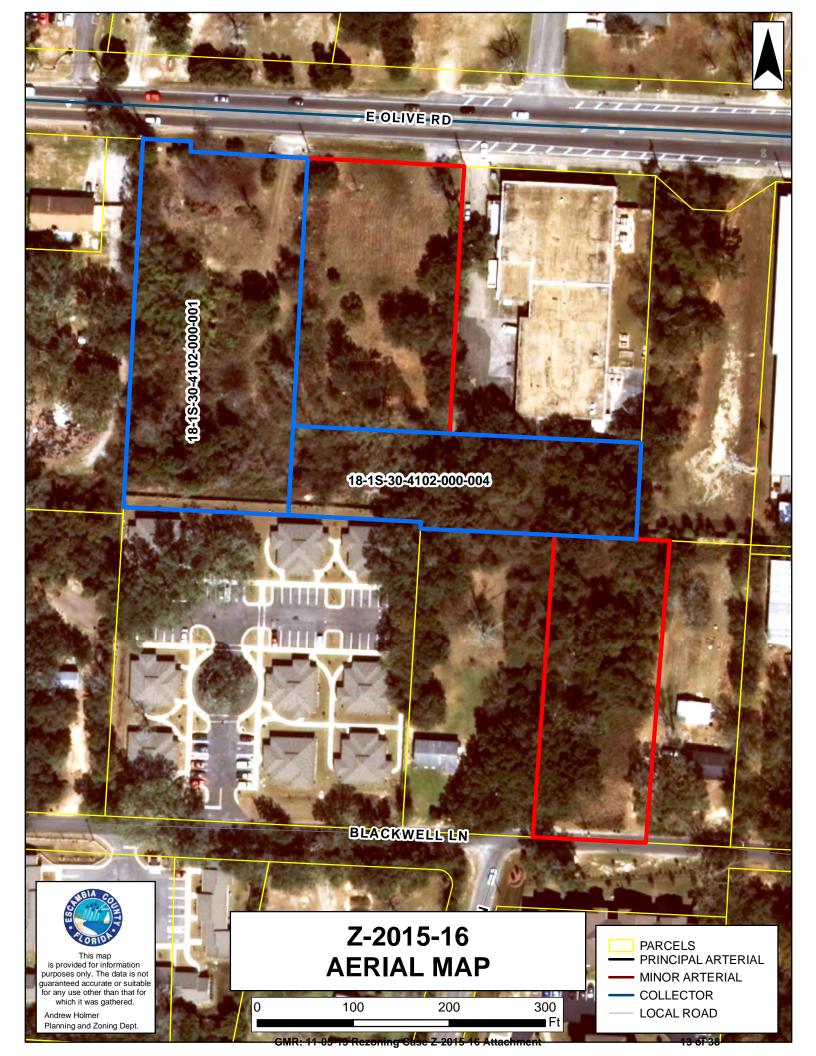
Z-2015-16



































Wiley C."Buddy" Page, MPA, APA

Professional Growth Management Services, LLC

5337 Hamilton Lane Pace, Florida 32571 Cell 850.232.9853 budpage1@att.net

> July 27, 2015 VIA HAND DELIVERY

Mr. Horace Jones, Director Planning & Zoning Department 3363 West Park Place Pensacola, Florida 32505

> RE: Rezoning Request 1700 & 1715 Olive Road Parcel 18-15-30-4102-000-001 & 18-15-30-4102-000-004

Dear Mr. Jones:

Please find our application attached requesting Planning Board consideration to change the referenced properties from HD/MU to Commercial. Included with the application is the survey, and the required application fee.

With regard to locational criteria compliance, the site is on a collector roadway and within 1,320 of Davis Highway proximity to traffic generator (Olive Baptist Church) and Infill, thus consistent with LDC 3-2-10(e) 1, 2 &3.

Please contact me if you have any questions or require any further information. Thank you.

Very best regards

Buddy Page



Development Services Department Escambia County, Florida

	APPLICATION	
Please check application type:	☐ Conditional Use Request for:	
☐ Administrative Appeal	☐ Variance Request for:	
Development Order Extension	□ Rezoning Request from: HD/MU to	Comm
Name & address of current owner(s) as show	rn on public recerds of Escamble County, FL	
Owner(s) Name: Brigham-Williams / Hunter		
Address: 200 Union Hill Dr. B'ham, AL	35209 Email:	
Limited Power of Attorney form attached herein		avit of Owner and
Properly Address: 1700 & 1715 Olive Ro		
Property Reference Number(s)/Legal Description	n: 18-15-30-4102-000-004 &	
18-15-30-41	.02-000-001	
By my signature, I hereby certify that:		
I am duly qualified as owner(s) or authorize and staff has explained all procedures rela-	ed agent to make such application, this application is of ting to this request, and	my own choosing,
	t of my knowledge and belief, and I understand that de be grounds for denist or reverset of this application and and	
 I understand that there are no guarantees refundable; and 	as to the outcome of this request, and that the applicati	ion fee is non-
 I authorize County staff to enter upon the parameter and authorize placement of a padetermined by County staff; and 	roperty referenced herein at any reasonable time for p tolic notice sign(s) on the property referenced health at	urposes of site t a location(s) to be
I am sware that Public Hearing notices (leg Development Services Bureau	gel ad and/or postcards) for the request shall be provide	ed by the
TI. + 7/10	Howen Williams	c/-/-
Signature of Owner/Agent	Printed Name Owner/Agent	Date
	·	, /
Signature of Owner	Printed Name of Owner	Date
STATE OF ALABAMA	country of TETTERSON efore me this 5th day of August)
The foregoing instrument was acknowledged by Huntor Williams	efore me this 5th day of August	20 15
Perspnally Known OR Produced Identification	nD. Type of Identification Produced:	
Stephen (Suen	Stephen K. Greene	
Signature of Notary (notary seal must be affined)	Printed Name of Notary	
FOR OFFICE USE ONLY	SE NUMBER: 2-2015-16	
Meeting Date(a): PB 10 6 BCC 11	S Accepted/Verified by:	Date:
Fees Paid: § Receipt #:		The second second

3363 West Park Pince Perancola, FL 32505 (850) 565-3475 * FAX: (850) 565-3461

10/2012



FOR OFFICE US	
-	
CASE #:	

CONCUI	RENCY DET	ERMINATION	ACKNOWLEDG	KENT	
For Reconing Requests Only				:	
Property Reference Number(s)	18-15-30-41	102-000-001 &	18-15-30-4102-0	00-004	
Property Address:	1700 & 1715	Olive Road Pe	nsacola, Florida		
				İ	
IAMs acknowledge and agree it must be cartified shall be appround the development based on the application.	wed for the subje	ct parcel(s) witho	ut the issuance of a c	erificate of concurr	strey for
I/We also acknowledge and ag Map amendment does not seri is, or will be, available for any t	lly, vest, or other	wise guarantee th	at concurrency of rec	irig) or Future Land (uired facilities and s	ure ervices
I/We further acknowledge and a approved unless at least one of facility and service of the Coun	f the following mix	nimum conditions	of the Comprehensi	re Plan will be met fo	or each
a. The necessary facilities or a			•	}	
 b. A development permit is fast place and available to serve 					
 c. For parks and recreation factories development permit is issue 		the necessary fac	lities are under cons	fuction at the time (he
 d. For paries and recreation fac construction of the facilities facility construction must co 	at the time the de	velopment permit	t is bound and the ac	reement requires the	
e. The necessary facilities and enforceable development at Section 163,3220, F.S., or a 380, F.S., or as amended. F share agreement must be a wastowater, solid waste, por necessary facilities and sentence of a certificate of or	preement may inc is amended, or a for transportation ampleted in comp table water, and s aces to be in pisc	dude, but is not lin n agreament or di facilities, all in-ki plance with the re stormwater faciliti	nited to, developmen evelopment order iss ad improvements det quirements of Sections, any such agreem	agreements pursua and pursuant to Cha aled in a proportions a 5.13.00 of the LDC ant will guarantee th	pter ste fair L. For e
For reads, the necessary fact applicable Five-Year Floatda ectual construction no more	Department of T	iransports#on (FI	ICT) West Program	ato in piace or uni	ter
I HEREBY ACKNOWLEDGE STATEMENT ON THIS	THAT HAVE	READ, UNDER	STAND AND AGR	EE WITH THE AB AR OF 20/5	
Hut Well	Pan	HUNTED Printed Hamme of Pro	party Owner	1 8/5/	15
Signature of Property Charles		Person times of Per	1947: Omer	Des	

3363 West Park Place Pensacula, FL 32505 (850) 585-3475 * FAX: (850) 585-3461



	i
POR OFFICE WE	
CASE #:_	
OF W	

AFFIDAVIT OF OWNER AND LIMITED POWER OF AITTORNEY

	As owner of the property located at 1700 & 1715 Olive Road	
	Florida, property reference number(s) 18-15-39-4102-000-004 & 18-15-30-41	02-000-001
	I hereby designate Wiley C. "Buddy" Page	
	of completing this application and making a presentation to the:	
	2 Planning Board and the Board of County Commissioners to request a rezond referenced property.	ng on the above
	☐ Board of Adjustment to request a(n)on the a	ove referenced property
	This Limited Power of Attorney is granted on thisday of	the year of,
	and is effective until the Board of County Commissioners or the Board of County	ard of Adjustment has
	rendered a decision on this request and any appeal period has expired. The own	ner reserves the right to
	rescind this Limited Power of Altorney at any time with a written, notarized notice	e to the Development
	Services Bureau.	
	A Norman Willow C "Runder" Dago burde	aga1@att nat
	Agent Name: Wiley C. "Buddy" Page Email: budp	
	Address: 5337 Hamilton Lane Pace, FL 32571 Phone: 850-	232-9853
(Signature of Property Owner Property Owner Will	ins \$/5/25
		upac /
	Signature of Property Owner Printed Name of Property Owner	Date
	:	
	STATE OF ALABAMA COUNTY OF JEFFERSO	N
	The toragoing instrument was admonifeded before me the Sty day of August	
	by Hunter Williamy	20 10
	Personally Known LXOR Produced Identification L. Type of Identification Produced:	
	Stephen K. Breen Stephen K. Green	_ (Notary Scut)

2563 West Park Place Pensacola, FL 25505 (650) 595-3475 * FAX: (850) 525-3481



COMMERCIALSALES CONTRACT PURCHASE AND SALE: Hunter Williams and T. Brooks Patterson (and or assigns) ("Buyer") ("Seller") agrees to sell the property described as: Street Address: 1715 E Olive Road, Pensacola, Florida 18-1S-30-4102-000-001 - 1.47+-Ac (Exhibit "A") Legal Description: 18-1S-30-4102-000-004 - .74+-Ac (Exhibit "B") and the following Personal Property: none (all collectively referred to as the "Property") on the terms and conditions set forth below. The "Effective Date" of this Contract is the date on which the last of the Parties signs the latest offer. Time is of the essence in this Contract. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays and any time period ending on a Saturday. Sunday or national legal holiday will be extended until 5:00 p.m. of the next business day. Earnest Money Deposit held in EscrowS 2. TERMS AND PURCHASE PRICE: Due within 3 days of full acceptance \$ 5,000 Mortgage to be Applied For 5 Deferred Payments to Seller \$ ____140,000 Cash on Closing \$ 145.000 Full Purchase Price ... days from Effective Date ("Application Period"), Buyer will, at Buyer's expense, apply for third party financing in the amount of _____ % of the purchase price, to be amortized over a period with additional terms as follows. Buyer will pay for the mortgages title insurance policy and for all loan expenses. Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. Buyer will notify Seller immediately upon obtaining financing or being rejected by a lender. If Buyer, after diligent effort, fails to obtain a written commitment within ______ days - from Effective Date - ("Financing Period"), Buyer may cancel the Contract by giving prompt notice to Seller and Buyer's deposit(s) will be returned to Buyer in accordance with Paragraph 9. 4. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by ⊠statutory warranty deed __other ______ free of liens, easements and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; and (list any other matters to which title will be subject) ____ provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as_

Page 1 of 7

Initials: Seller

Buyer: 7/3/

	yer offers to purchas signed copy delivered	f \$by	ove terms an	a annelitione link	ss acceptance	e is signed by a.m. 🔯 p.m.
		Afairm Telephone: 46				
	Title: Jumpel	Telephone: 44	×4-310-579	/Facsimile:	_, <u></u>	
Date:	_BUYER:		Tax ID f	lo:		
	Title:	Telephone:		Facsimile:		
(Claubiect to	o the sitecised coming	Buyer's offer and agrees r offer).				nawons
Date:	SELLER:	ive a hours	12X IO	_Facsimile:		
Date:	SELLER:		Tax ID	No:		
	Title:	Telephone:		Facsimile:	<u></u>	
Buyer's purposi	essful in Buyer's rezo	arcels "A" and "B" during the Buyer's expense. Ining efforts and should Be Buyer and shall be give In rezoning both parcels oles deposited.	uyer fail to cl	ose for any reason,	five thousand	(\$5,000)
					۰	
		Paç	ge 6 of 7	Initials: Seller	telp	Buyer: (Form Rev. 03/29/07)



Government Records ALABAMA SECRETARY OF STATE JOHN H. MERRILL



Home ➤ Government Records ➤ Business Entities ➤ Search ➤ Details

Business Entity Details

Brigham-W	Villiams Commercial Properties, Inc.				
Entity ID Number	232 - 236				
Entity Type	Domestic Corporation				
Principal Address	BIRMINGHAM, AL				
Principal Mailing Address	Not Provided				
Status	Exists				
Place of Formation	Jefferson County				
Formation Date	12-1-2003				
Registered Agent Name	WILLIAMS, HUNTER				
Registered Office Street Address	200 UNION HILL DR STE 301 BIRMINGHAM, AL 35209				
Registered Office Mailing Address	Not Provided				
Nature of Business	ANY LAWFUL ACTIVITY				
Capital Authorized	\$1,000				
Capital Paid In	/ = -				
	Incorporators				
Incorporator Name	WILLIAMS, HUNTER				
Incorporator Street Address	Not Provided				
Incorporator Mailing Address	Not Provided				
	Annual Reports				
If you have questions about any or Division at 334-242-1170 or www.a	led and maintained by the Alabama Department of Revenue. If these filings, please contact Revenue's Business Privilege Tax ador.alabama.gov. The Secretary of State's Office cannot answer about or make changes to these reports.				
Report Year	2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014				
	Scanned Documents				
	Click here to purchase copies.				
Document Date / Type / Pages	12-1-2003 Articles of Formation 4 pgs.				

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GMR: 11-05-15 Rezoning Case Z-2015-16 Attachment

32 of 38

Phone: (334) 242-7200

Fax: (334) 242-4993

Tax Record

Last Update: 8/4/2015 9:48:20 AM CDT

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number		Tax Ty	/pe	Tax	Tax Year		
02-2618-000		REAL ES	STATE	20	14		
Mailing Address		Property	y Address				
FARISH DAVID A		1715 E (
2853 PINE FOREST RD							
CANTONMENT FL 32533		GEO Numb					
		181530-	4102-000-001				
Exempt Amount		Taxable '	Value				
See Below		See Below					
Exemption Detail	Millage	Code	E	scrow Code			
NO EXEMPTIONS	06						
Legal Description (clic							
181830-4102-000-001 171	5 E OLIVE RD	BEG AT N	E COR OF LT	4 W 1148	FT FOR		
POB CONTINUE W ALG N LI	OF LT 4 172	FT S PAR	L WITH E LI	OF LT 4 3	30 FT E		
172 FT N 330 FT TO POB			LT 4 W 114)	S ET FOR P	OB		
CONTINUE See Tax Roll F	or Extra Lega	11					
		em Taxes					
axing Authority	Rate		Exemption	Taxable	Taxe		
	× 62.65	Value	Amount	Value	Levied		
UNTY BLIC SCHOOLS	6.6165	60,050	0	\$60,050	\$397.33		
Local Board	2.0850	60,050	0	\$60,050	\$125.2		
State Law	5.2370	60,050	0	\$60,050	\$314.4		
TER MANAGEMENT	0.0390	60,050	0	\$60,050	\$2.3		
ERIFF S.T.U. LIBRARY	0.6850 0.3590	60,050	0	\$60,050 \$60,050	\$41.1 \$21.5		
S.T.U. LIBRARI	0.3390	00,030	U	400,050	421.5		
Total Millage	15.0215	15 Total Taxes			\$902.03		
	Non-Ad Valore	m Assessn	nents				
Code Levying Auth					\$11.00		
NFP FIRE - 595-4	960				\$11.03		
		Tota	l Assessment	s	\$11.03		
		Taxes	& Assessmen	ts	\$913.06		
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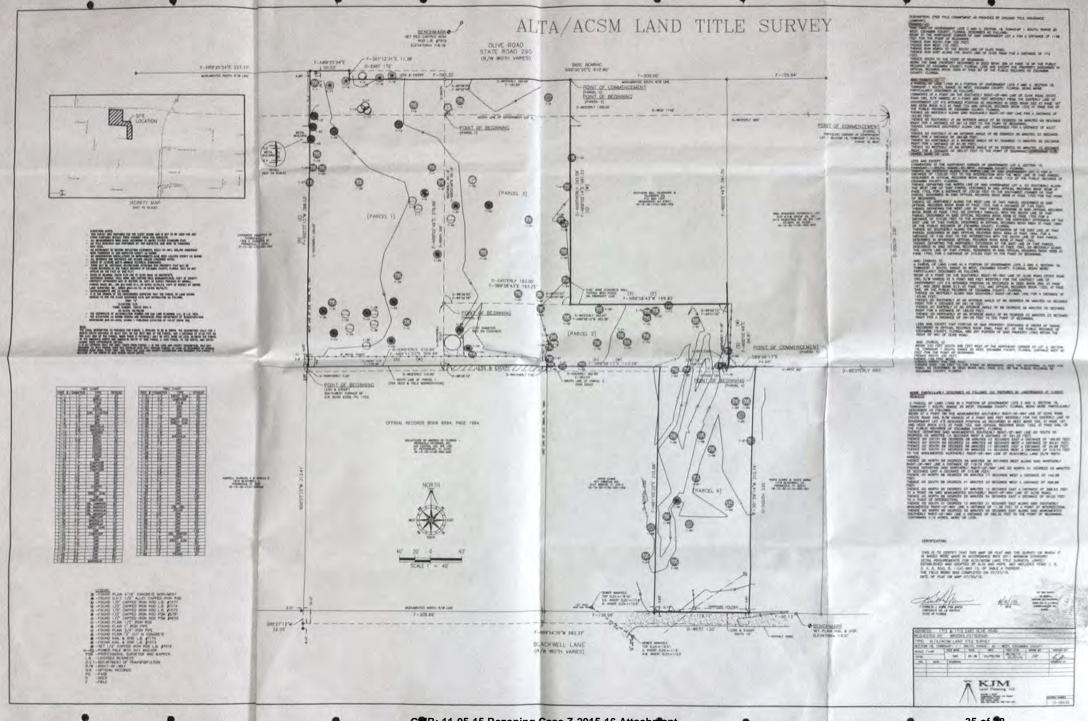
Tax Record

Last Update: 8/4/2015 9:46:31 AM CDT

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

02-2619-200 Mailing Address FARISH DAVID A 2853 PINE FOREST RD CANTONMENT FL 32533		REAL ES	TATE			
FARISH DAVID A 2853 PINE FOREST RD		Duamante		20	14	
2853 PINE FOREST RD		Proberry	Address			
		1700 E OLIVE RD BLK				
CANTONMENT FL 32533						
		GEO Numb				
		181530-4	1102-000-004			
Exempt Amount		Taxable '	Value	I		
See Below		See Be	low			
Exemption Detail	Millage	Code	Es	crow Code		
NO EXEMPTIONS	06					
Legal Description (click	for full de	scriptio	n)			
181830-4102-000-004 1700				R/W LI O	F OLIVE	
RD (SR 290 R/W VARIES) A						
SLY R/W LI 163 FT SLY AT		G 89 DEG	59 MIN 0 SE	C RT 291	16/100	
FT See Tax Roll For Extra	a Legal					
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xing Authority			Exemption	Taxable	Taxe	
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UNTY	6.6165	30,229	0	\$30,229	\$200.0	
BLIC SCHOOLS						
Local Board	2 0850	30.229	0	\$30,229	\$63.0	
	2.0850 5.2370	30,229	0	\$30,229 \$30,229		
State Law				\$30,229 \$30,229	\$158.3	
State Law TER MANAGEMENT	5.2370	30,229	0	\$30,229	\$158.3 \$1.1	
State Law TER MANAGEMENT ERIFF	5.2370 0.0390	30,229 30,229	0 0	\$30,229 \$30,229	\$63.0 \$158.3 \$1.1 \$20.7 \$10.8	
State Law TER MANAGEMENT ERIFF	5.2370 0.0390 0.6850	30,229 30,229 30,229 30,229	0 0 0	\$30,229 \$30,229 \$30,229	\$158.3 \$1.1 \$20.7 \$10.8	
State Law TER MANAGEMENT ERIFF S.T.U. LIBRARY Total Millage	5.2370 0.0390 0.6850 0.3590	30,229 30,229 30,229 30,229	0 0 0 0 0	\$30,229 \$30,229 \$30,229	\$158.3 \$1.1 \$20.7 \$10.8	
State Law TER MANAGEMENT ERIFF S.T.U. LIBRARY Total Millage	5.2370 0.0390 0.6850 0.3590 15.0215	30,229 30,229 30,229 30,229	0 0 0 0 0	\$30,229 \$30,229 \$30,229	\$158.3 \$1.1 \$20.7 \$10.8 \$454.09	
State Law TER MANAGEMENT ERIFF S.T.U. LIBRARY Total Millage	5.2370 0.0390 0.6850 0.3590 15.0215 Non-Ad Valorer	30,229 30,229 30,229 30,229	0 0 0 0 0	\$30,229 \$30,229 \$30,229	\$158.3 \$1.1 \$20.7 \$10.8 \$454.09	
State Law TER MANAGEMENT ERIFF S.T.U. LIBRARY Total Millage Code Levying Author	5.2370 0.0390 0.6850 0.3590 15.0215 Non-Ad Valorer	30,229 30,229 30,229 30,229	0 0 0 0 0	\$30,229 \$30,229 \$30,229	\$158.3 \$1.1 \$20.7 \$10.8 \$454.09	
State Law TER MANAGEMENT ERIFF S.T.U. LIBRARY Total Millage Code Levying Author	5.2370 0.0390 0.6850 0.3590 15.0215 Non-Ad Valorer	30,229 30,229 30,229 30,229	0 0 0 0 0	\$30,229 \$30,229 \$30,229	\$158.3 \$1.1 \$20.7 \$10.8 \$454.09	
State Law TER MANAGEMENT ERIFF S.T.U. LIBRARY Total Millage Code Levying Author	5.2370 0.0390 0.6850 0.3590 15.0215 Non-Ad Valorer	30,229 30,229 30,229 30,229	0 0 0 0 0	\$30,229 \$30,229 \$30,229	\$158.3 \$1.1 \$20.7 \$10.8 \$454.05	
State Law TER MANAGEMENT ERIFF S.T.U. LIBRARY Total Millage Code Levying Author	5.2370 0.0390 0.6850 0.3590 15.0215 Non-Ad Valorer	30,229 30,229 30,229 30,229	0 0 0 0 0	\$30,229 \$30,229 \$30,229	\$158.3 \$1.1 \$20.7 \$10.8 \$454.05	
State Law TER MANAGEMENT ERIFF S.T.U. LIBRARY Total Millage Code Levying Author	5.2370 0.0390 0.6850 0.3590 15.0215 Non-Ad Valorer	30,229 30,229 30,229 30,229	0 0 0 0 0	\$30,229 \$30,229 \$30,229	\$158.3 \$1.1 \$20.7 \$10.8 \$454.09	
Code Levying Author	5.2370 0.0390 0.6850 0.3590 15.0215 Non-Ad Valorer	30,229 30,229 30,229 30,229 T on Assessin	0 0 0 0 0	\$30,229 \$30,229 \$30,229 \$30,229	\$158.3 \$1.1 \$20.7	
State Law TER MANAGEMENT ERIFF S.T.U. LIBRARY Total Millage Code Levying Author	5.2370 0.0390 0.6850 0.3590 15.0215 Non-Ad Valorer	30,229 30,229 30,229 30,229 Tota	otal Taxes	\$30,229 \$30,229 \$30,229 \$30,229	\$158.3 \$1.1 \$20.7 \$10.8 \$454.09 Amoun \$11.00 \$465.0	
State Law TER MANAGEMENT ERIFF S.T.U. LIBRARY Total Millage Code Levying Author	5.2370 0.0390 0.6850 0.3590 15.0215 Non-Ad Valorer	30,229 30,229 30,229 30,229 Tota	otal Taxes nents Assessment	\$30,229 \$30,229 \$30,229 \$30,229	\$158.3 \$1.1 \$20.7 \$10.8 \$454.09 Amoun \$11.00	





Development Services Department Building Inspections Division

3363 West Park Place Pensacola, Florida, 32505 (850) 595-3550 Molino Office - (850) 587-5770

Cashier ID: VHOWENS

RECEIPT

Receipt No.: **642113** Date Issued.: 08/06/2015

Application No.: PRZ150800014

Project Name: REZONING

PAYMENT INFO				
Method of Payment	Reference Document	Amount Paid	Comment	
Check	1097	\$2,117.50	App ID : PRZ150800014	
		\$2,117.50	Total Check	

Received From: FARISH DAVID A
Total Receipt Amount: \$2,117.50

Change Due: \$0.00

	APPLICATION INFO					
Application #	Invoice #	Invoice Amt	Balance Job Address			
PRZ150800014	733156	2,117.50	\$0.00 1700 BLK E OLIVE RD, PENSACOLA, 32514			
Total Amount :		2,117.50	\$0.00 Balance Due on this/these Application(s) as of 8/10/2015			

Receipt.rpt Page 1 of 1



BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Development Services Department 3363 West Park Place, Pensacola, FL 32505 (850) 595-3475 - Phone (850) 595-3481 - FAX www.myescambia.com

Escambia County Planning Board Public Hearing Speaker Request Form

Please Print Clearly

Meeting Date:		
Rezoning Quasi-judicial Hearing	0.0	Regular Planning Board Meeting
Rezoning Case #: 2007	OR	Agenda Item Number/Description:
In Favor Against		
*Name: PAGE		
*Address: 5337 HAMMON	- 0	ity, State, Zip:
Email Address: Depage 10 at	t. n	et Phone: 2329853
Rlease indicate if you: would like to be notified of any further action do not wish to speak but would like to be notified.		ne public hearing item. further action related to the public hearing item.
All items with an asterisk * are required.		
	01 1	

Chamber Rules

- 1. All who wish to speak will be heard and granted uniform time to speak (normally 3 5 minutes).
- 2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
- When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
- 4. Please keep your remarks BRIEF and FACTUAL.
- 5. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
- Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s)
 to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion
 at the meeting.
- 7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.



BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Development Services Department 3363 West Park Place, Pensacola, FL 32505 (850) 595-3475 - Phone (850) 595-3481 - FAX www.myescambia.com

Escambia County Planning Board Public Hearing Speaker Request Form

Please Print Clearly

Meeting Date: 10.6.15		11/2
Rezoning Quasi-judicial Hearing	9.0	Regular Planning Board Meeting
Rezoning Case #: 2-2015-16	OR	Agenda Item Number/Description:
In Favor Against		,
*Name: Scott Heald		
*Address: 1830 E Olive Rd	*(City, State, Zip: Pensacole, FL 32514
Email Address: Sheald @ ministry	villag	e. 009 Phone: 382-3685
Please indicate if you: would like to be notified of any further action do not wish to speak but would like to be not		the public hearing item. further action related to the public hearing item.
All items with an asterisk * are required.		

Chamber Rules

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 at the meeting.
- 7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.

Z-2015-17

	ESCAMBIA COUNTY PLANNING BOARD RE		
	37		39
1	significant adverse impact on the natural	1	MR. BRISKE: Thank you, Mr. Tate.
2	environment.	2	MR. WINGATE: Second.
3	That concludes Staff's findings.	3	MR. BRISKE: A second by Mr. Wingate. Any
4	MR. BRISKE: Thank you. Questions for staff at	4	further discussion? All those in favor, say aye.
09:18AM 5	this time?	09:21AM 5	(Board members vote.)
6	All right. At this time we'll move into our	6	MR. BRISKE: Opposed?
7	public comment section. For members of the public	7	(None.)
8	who wish to speak on this matter, please note that	8	MR. BRISKE: The motion carries unanimously.
9	the Planning Board bases its decision on the	9	(Motion passed unanimously.)
09:19AM 10	approval conditions and exceptions described in	09:21AM 10	(Conclusion of Case Z-2015-16.)
11	2-7.2 of the Escambia County Land Development Code.	11	Mx. BRISKE: We are going to take about a
12	During our deliberations the Planning Board does not	12	six-mir ute ary and keep it short and
13	consider general statements of opposition or	13	please comba 2016 2.25 so we can go on to
14	support. Please accordingly limit your testimony to	14	our next case. We'll stand in adjournment until
09:19AM 15	the approval conditions and exceptions described in	09:21AM 15	9:25.
16	2-7.2. They are also shown up on the screen.	16	(Break taken, after which the proceedings
17	Please also note that only those individuals	17	continued. Transcript continues on Page 40.)
18	who are present and give testimony on the record	18	* * *
19	today will be allowed to speak at the subsequent	19	
09:19AM 20	hearing before the Board of County Commissioners.	20	
09:19AM 20	Scott Heald; is that correct?	21	
22		22	
23		23	
	And I have no need to address the Board. I was just	24	
24 09:19AM 25	here for information and that if you want to spork at the general war meeting you need to sign	25	
	850.434/5954/800.32 149 - RD REARS - LORREPOR TINGSERVICES.COM	1	850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM
2	up to tak so mat's why I did it, but I have no need to address you oday.	2	CASE NO: Z-2015-17
3	MR. BDASKE: Okay.		
4	MR. TATE: It's important, though, if you do	3	Applicant: Jonathan Green, Agent for Pen Air Federal
09:19AM 5	want to speak at the past meeting you can only speak		
6	want to speak at the next meeting you can only speak	4	Credit Union, Owner
	on what you've spoken to here. It has to be part of	4	Address: 1495 E Nine Mile Road Property
7		4 5	Address: 1495 E Nine Mile Road
7 8	on what you've spoken to here. It has to be part of	5	Address: 1495 E Nine Mile Road Property Size: 9.56 (+/-) acres From: HDMU, High Density Mixed-Use District
	on what you've spoken to here. It has to be part of the record.		Address: 1495 E Nine Mile Road Property Size: 9.56 (+/-) acres From: HDMU, High Density Mixed-Use District (25 du/acre) and Com, Commercial district
8	on what you've spoken to here. It has to be part of the record. MR. HEALD: That's fine. Thank you.	5	Address: 1495 E Nine Mile Road Property Size: 9.56 (+/-) acres From: HDMU, High Density Mixed-Use District
8 9	on what you've spoken to here. It has to be part of the record. MR. HEALD: That's fine. Thank you. MR. BRISKE: The gentleman has indicated he	5	Address: 1495 E Nine Mile Road Property Size: 9.56 (+/-) acres From: HDMU, High Density Mixed-Use District (25 du/acre) and Com, Commercial district
8 9 09:20AM 10	on what you've spoken to here. It has to be part of the record. MR. HEALD: That's fine. Thank you. MR. BRISKE: The gentleman has indicated he will waive his right to speak at this hearing and	5 6 7 8	Address: 1495 E Nine Mile Road Property Size: 9.56 (+/-) acres From: HDMU, High Density Mixed-Use District (25 du/acre) and Com, Commercial district (25 du/acre) To: Com, Commercial district (25 du/acre)
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		ESCAMBIA COUNTY PLANNING BOARD RE		
		41		43
	1	general opposition or support of something. You	1	objection to us presenting the maps and photography
	2	have to give one of the criteria that we have to	2	for the case?
	3	consider because those are the only six things that	3	UNIDENTIFIED SPEAKER: No, Mr. Chairman.
	4	we can consider. So just try to limit your comments	4	MR. JONES: Mr. Briske, it says Jonathan Green.
09:30AM	5	to tell us which criteria you're either in support	09:32AM 5	Who is he?
	6	of or opposed to and then that way we can notate the	6	MR. BRISKE: Jonathan is the agent for the case
	7	file correctly.	7	then, that's correct?
	8	At this time our next rezoning case is Case	8	MR. JEHLE: I'm Patrick Jehle. Jonathan Green
	9	Z-2015-17, Jonathan Green, who is an agent for Pen	9	works for our firm. He's the agent, but he had to
09:30AM	10	Air Federal Credit Union, the owner, 1495 East Nine	09:32AM 10	have shoulder surgery, so I'm representing Jehle
	11	Mile Road, 9.56 plus/minus acres. This would go	11	Halstead today.
	12	from HDMU, which is High Density Mixed Use District	12	MR. BRISKE: Staff members, typically when an
	13	and Commercial, to Commercial District, 25 dwelling	13	agent is changed do we have an authorization to
	14	units per acre.	14	change the agent?
09:30AM	15	At this time on this case I'll ask our Board	09:33AM 15	MS. CAIN: We should.
	16	members if there's been any ex parte communication	16	MR. JEHLE: I think the agent authorization was
	17	between you, the applicant, agents, attorneys,	17	the firm as a whole to represent Pen Air on their
	18	witnesses, fellow Planning Board members, or anyone	18	behalf.
	19	from the general public? Also disclose if you have	19	MR. JONES: The form says Jonathan Green
09:30AM	20	visited the subject site and also if you are a	09:33AM 20	specifically, agent for the Jehle Halstead.
	21	relative or business associate of any of the	21	MR. JEHLE: Well, in the affidavit it states I
	22	parties.	22	hereby designate Jehle Halstead for the sole
	23	Ms. Hightower?	23	purpose. Granted Jonathan was personally named so
	24	MS. HIGHTOWER: No to all the above.	24	he could sign this and push it through.
09:31AM	25	MR. PYLE: No communication. I know the	09:33АМ 25	MR. JONES: We'll have to let her read it.
		850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM		850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM
		42		44
	1	42 property.	1	44 MR. JEHLE: Sure.
	1 2		1 2	
		property.		MR. JEHLE: Sure.
	2	property. MR. BRISKE: The Chairman. No communication,	2	MR. JEHLE: Sure. MS. SMITH: Kerra Smith, Assistant County
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	45		47
1	president of Jehle Halstead. Again, I'm here on	1	site. This is looking into the subject property
2	behalf today of our firm and of Pen Air acting as	2	from Westside Drive. This is looking southwest into
3	their agent. The address is 5414 Highway 90,	3	the subject property. This is looking across
4	Milton, Florida 32571.	4	Westside Drive from within the subject parcel.
09:35AM 5	MR. BRISKE: Okay, Mr. Jehle. And you are	09:37AM 5	Looking north toward the commercial portion of the
6	authorized by the corporation to act as an agent on	6	property. You can't see it very well from the
7	this case; is that correct?	7	photograph, but you can kind of see through the
8	MR. JEHLE: Yes, sir.	8	trees the parking area of the existing credit union.
9	MR. BRISKE: And before you leave we will need	9	This is looking south along Westside Drive and the
09:35AM 10	you to complete one of our speaker request forms.	09:38AM 10	subject parcel. This is north toward Nine Mile Road
11	MR. JEHLE: I did fill one out when I came in	11	from the property on Westside Drive. This is the
12	through door. It might be listed as D. Patrick. My	12	500-foot radius map from Chris Jones, Property
13	full name is Donald Patrick Jehle, Junior.	13	Appraiser. This is the 500-foot mailing list that
14	MR. BRISKE: I'm sorry. We just have a lot of	14	was sent out. That's the end of the maps and
09:35AM 15	them here. I'm going to sort through them again.	09:38AM 15	photography.
16	MS. SMITH: Mr. Briske, as an agent I'm not	16	MR. BRISKE: Any questions? Yes, Mr. Tate.
17	sure that he needs one.	17	MR. TATE: Did I understand that this is one
18	MR. BRISKE: We've been told in the past that	18	parcel with a split zoning?
19	they wanted everyone who speaks to have one of these	19	MS. CAIN: Yes, sir.
09:36АМ 20	forms just because when it converts over to the	09:38AM 20	MR. TATE: Thank you.
21	Board of County Commissioners they want to keep	21	MR. BRISKE: Any other questions on the maps or
22	track of each person.	22	photography? Okay.
23	Okay, sir, I have found it here. I apologize.	23	Mr. Jehle, come forward again, please, sir.
24	It was kind of buried in the file.	24	You have previously been sworn in and stated your
09:36АМ 25	MR. JEHLE: And I apologize for the mixup on	09:38АМ 25	name and address for the record. I would like to
	850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM		850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM
	46		48
1	46 the agent name specifically.	1	48 ask you have you received a copy of the rezoning
1 2		1 2	
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	ESCAMBIA COUNTY PLANNING BOARD RE		
	49		51
	discussion with staff and the development review	1	uses around that area, general office spaces, some
	2 office and the new LDC that came out in April	2	small retail shops, large centers. The trend seems
	realized that a commercial zoning would more	3	to be continuing. We understand there to be a
	appropriately serve the plans that Pen Air has in	4	Walmart potentially coming on the parcel immediately
09:40AM	5 place.	09:42AM 5	to the east on the opposing side of Westside Drive
	6 I've reviewed staff's findings and they do find	6	from the parcel that we're discussing today. In
	that the rezoning would be consistent with all the	7	light of that, the development of this parcel with a
	8 criteria and I would support that finding. I'd like	8	single administrative bank use is consistent with
	9 to touch on each of the points for just a moment if	9	those changes.
09:40AM 1	0 I may.	09:43AM 10	Development patterns. We feel this rezoning
1	1 Consistency with the Comprehensive Plan. Both	11	would actually allow our development to serve better
1	sections of the split parcel are zoned the Future	12	as an extension of their existing uses. Again, a
1	3 Land Use of Mixed Use Urban, both of which the	13	variety of uses other than banking are currently
1	4 maximum allowable floor area ratio is the same for	14	allowed on that parcel and would continue to be
09:40AM 1	5 the current and proposed zoning category and that is	09:43AM 15	allowed in the rezoning, but Pen Air's intent is an
1	6 a 2.0 floor area ratio. The concept we're looking	16	extension of their existing administrative
1	at right now would be a single building with a floor	17	operations. That would allow internal
1	8 area ratio of only approximately about .1, so a lot	18	circulation excuse me vehicular and pedestrian
1	9 of the theme you're going to hear is that we're	19	traffic between their existing development on the
09:40АМ 2	looking to have a low intensity use in an area that	09:43АМ 20	north. It would allow Nine Mile Road to serve as
2	does, in fact, currently allow a more high intensity	21	the primary point of access instead of having to
2	2 use.	22	impose infrastructure improvements along Westside
2	Topic B, the consistency with the LDC. The	23	Drive. It would allow a sharing of common open
2	4 stated intent of HDMU and Commercial zoning is to	24	spaces between the two parcels.
09:41AM 2	5 provide co-development of mixed commercial uses, and	09:43AM 25	The subject area that we're talking about is a
	850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM		850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM
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	the existing and proposed zonings would both allow	1	beautiful parcel. Some of you said you've been out
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	the existing and proposed zonings would both allow banking as an acceptable use. Again, the primary intent is to allow a larger single building for a more low intense centralized development of that	2	beautiful parcel. Some of you said you've been out there. Just looking at it on the aerial you can tell there are numerous numbers of large trees. There's a heritage oak tree out there, two isolated
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	ESCAMBIA COUNTY PLANNING BUARD RE		·
	53		55
1	believe they would prefer to speak just in the	1	MR. BRISKE: All right.
2	public opinion, if that's appropriate.	2	MS. SMITH: He said he went to Georgia Tech. I
3	MR. BRISKE: You have the opportunity to	3	would like him to put on the record what he got his
4	examine them directly as a witness or they can speak	4	degree in at Georgia Tech.
09:45AM 5	in the public comment portion.	09:47AM 5	MR. JEHLE: Sure. I got a Batchelor's of civil
6	MR. JEHLE: I believe we're going to go with	6	engineering.
7	the public comment portion. Thank you.	7	MR. BRISKE: And you are a licensed engineer in
8	MR. BRISKE: Any questions of Mr. Jehle?	8	the state of Florida?
9	MR. TATE: I do. We haven't had the pleasure	9	MR. JEHLE: Yes, sir, License 71528.
09:45AM 10	of you presenting before this Board, at least that	09:47AM 10	MR. BRISKE: Thank you, sir. Based on the
11	I'm aware of, and we failed to ask at the beginning	11	gentleman's testimony he would like to be qualified
12	of this as the agent we understand the position that	12	as an expert in the area of plan use planning and
13	you're taking, but also just wanted to know if you	13	engineering. We have a motion by Mr. Tate. Is
14	want yourself to be qualified as an expert in the	14	there a second.
09:45AM 15	areas of land planning and development?	09:48AM 15	MR. RUSHING: I'll second.
16	MR. JEHLE: I'm a licensed professional	16	MR. BRISKE: The motion is seconded by
17	engineer serving my client in the capacity of their	17	Mr. Rushing. He keeps beating you, Mr. Wingate.
18	site development, so, yes, sir.	18	You've got to be faster on the button there.
19	MR. BRISKE: In order to do that, we would need	19	Any other discussion? All those in favor, say
09:46AM 20	to know a little bit about your background, your	09:48AM 20	aye.
21	education, your experience in this area so that we	21	(Board members vote.)
22	can determine if it meets the criteria for an	22	MR. BRISKE: Opposed?
23	expert.	23	(None.)
24	MR. JEHLE: Sure. I'll start with my	24	MR. BRISKE: All right. Let the record reflect
09:46AM 25	education. I went to Georgia Tech in Atlanta. I've	09:48АМ 25	Mr. Patrick Jehle is qualified as an expert to
	850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM		050 404 505 4/000 004 5054 055005550055005500550055005
	030.737.3577/000.321.3537 - NEFONTENS@TATEORNEFONTINGSERVICES.COM		850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM
	54		850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM 56
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	been in this area working for Jehle Halstead for		testify in front of this Board based on his
2	been in this area working for Jehle Halstead for approximately eight years. I've come before this Board previously. It's been quite sometime since I personally have been here, but certainly our firm	2	testify in front of this Board based on his qualifications, certifications and licenses. MR. TATE: And, Mr. Jehle, in the future we would just recognize you as an expert when you
2	been in this area working for Jehle Halstead for approximately eight years. I've come before this Board previously. It's been quite sometime since I	3	testify in front of this Board based on his qualifications, certifications and licenses. MR. TATE: And, Mr. Jehle, in the future we
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	ESCAMBIA COUNTY PLANNING BOARD RE	ZONING	HEARINGS - UCTUBER 6, 2015
	57		59
1	allow for residential, sales and retail services, as	1	before we move on?
2	well as single-family and two-family dwellings. A	2	MR. JEHLE: No, sir.
3	portion of the parcel that is split, it fronts Nine	3	MR. BRISKE: We'll come back to that question
4	Mile Road and has a commercial portion with the	4	and get it answered, Mr. Pyle.
09:49AM 5	remainder being high density mixed use. The	09:52AM 5	MS. CAIN: Actually, I think, historically this
6	rezoning, if granted, would resolve the	6	was two separate parcels and it was the commercial
7	inconsistency and it would allow the commercial use	7	parcel on Nine Mile Road and then the back half was
8	to extend over the entire parcel.	8	the residential HDMU or residential zoning, whatever
9	Compatibility with surrounding uses. The	9	zoning was prior to the HDMU. And then the
09:50AM 10	surrounding uses in the area, there was HDMU zoning	09:52AM 10	applicant actually requested through the property
11	and Commercial zoning and Mixed Medium Density	11	appraiser to combine those two parcels, so now the
12	Residential. The rezoning would allow the land use	12	effect of having them combined they now have
13	that's similar with the adjacent parcels that	13	commercial and high density mixed use. It's the
14	address on the street frontage of Nine Mile Road.	14	same owner. Historically they were two separate
09:50AM 15	They would be able to coexist and not negatively	09:53AM 15	parcels and they had requested to combine them.
16	impact the properties, the neighboring surrounding	16	MR. PYLE: So they knew that when it was
17	uses. Of course, any new and expanding development	17	purchased? It was understood?
18	would have to go through the development review	18	MS. CAIN: Yes.
19	process and be approved and have a development	19	MR. PYLE: Fair enough.
09:50AM 20	order.	09:53AM 20	MR. BRISKE: Anything else before we go into
21	Changed conditions. There was a variance that	21	public comment, Mr. Jehle?
22	we found approved on the parcel to the east. And	22	MR. JEHLE: No, sir.
23	along the Nine Mile Road area, we felt that the	23	MR. BRISKE: At this time we'll go into our
24	growth of the area that seemed to be the trend,	24	public comment portion. I would like to remind
09:50AM 25	approving this request would expand the new and	09:53АМ 25	everyone that we base our decision based on the
	850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM		850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM
	58		60
1	permitted uses and wouldn't have a negative impact	1	approval conditions and exceptions described in
2	on the other areas.	2	Section 2-7.2 of the Escambia County Land
3	Criterion E, development patterns. We found it	3	Development Code, which is also shown on the screen
4	would be a logical and orderly development pattern.	4	here. If you're going to address support or
09:51AM 5	The property would still use the ingress/egress on	09:53AM 5	opposition, we would ask that you let us know which
6	Nine Mile Road, which is an arterial roadway for the	6	of the criteria you're concerned about and that way
7	development.	7	we can appropriately consider it, because if you
8	Criterion F, the effects on the natural	8	just get up and say I don't like it because I don't
9	environment. We didn't find any that would indicate	9	want it near my house, that's not going to work.
09:51AM 10	that would have any adverse effect on the	09:54AM 10	You would have to address it to one of these
11	surrounding properties or the existing parcel.	11	specific criteria and that way we can give it its
12	That all of staff's finding.	12	due weight.
13	MR. BRISKE: Any questions of staff?	13	Please limit your testimony to the approval and
14	MR. PYLE: Can I ask about the split zoning? I	14	conditions described in that section. Please also
09:51AM 15	guess was that a byproduct? Just historically it	09:54AM 15	note that only those individuals who are present and
16	was probably more in the vein of residential usage	16	give testimony on the record at this hearing before
17	and over time when the owner purchased it, was the	17	the Planning Board will be allowed to speak at the
18	entire parcel one particular zoning and they had to	18	subsequent hearing before the Board of County
19	get a rezoning for the commercial use?	19	Commissioners.
09:52AM 20	MR. JONES: We will find that out for you and	09:54АМ 20	And we do have quite a few speakers. They're
21	come back to answer that question.	21	basically as close to the order as they were turned
22	MR. BRISKE: When you come back to that, if you	22	in as we could get them, so we'll go ahead and start
23	would, bring the maps up, too, so we can kind of get	23	with Mr. Mark Brewer, please.
24	an idea what you're describing.	24	Sir, we'll have you sworn in and then state
09:52АМ 25	Mr. Jehle, did you have any questions of staff	09:54АМ 25	your name and address for the record, please.
1	850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM		850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM
	650.454.5954/600.521.5954 - KEFOKTEKS@TATEOKKEFOKTINGSEKVICES.COM		

1 (Mark Brewer sworn.) 2 MR. BRISKE: Good morning. Your name and 3 address for the record. 4 MR. BREWER: Good morning, Mr. Chairman. My 609-55AM 5 name is Mark Brewer. My business address is 1495 6 East Nine Mile Road in Pensacola. I'm the senior 7 vice president of Pen Air Federal Credit Union. 8 MR. BRISKE: Thank you, sir. Welcome. 9 MR. BRISKE: Thank you. 609-55AM 10 MR. BRISKE: Go ahead with your comments, 11 please. 12 MR. BREWER: Thank you. Trying to follow along 13 with your conditions I would like to highlight under 14 section A, we don't believe that there will be a 16 owned that parcel for nearly a decade and kept it 17 very well kept and tried to minimize impact to the 18 residential neighbors that we have. We have out 18 MR. BRISKE: Good morning, sir. Your name address, please. 2 address, please. 3 MR. ROGERS: James Rogers. I live at 150 4 Zenda Street. My biggest concern would be the compatibility of the property. I've lived there for over 20 years. When I think of this property, I 4 Zenda Street. My biggest concern would be the compatibility of the property. I've lived there for over 20 years. When I think of this property, I 5 compatibility of the property. I've lived there for over 20 years. When I think of this property, I 7 think of the frontage of it on Westside Drive, no 8 Nine Mile Road. Traffic, the nuisance issues, I 9 think would be a problem. 9 MR. BRISKE: We do record everything her 10 it's important to get your voice on there. Thank 11 just traffic. But with what I've learned right not with what Pen Air is wanting to do makes me fer 14 just traffic. But with what I've learned right not with what Pen Air is wanting to do makes me fer 16 owned that parcel for nearly a decade and kept it 16 lot better with it. So, I guess, really I would 17 very well kept and tried to minimize impact to the 18 residential neighbors that we have. We have out	ould be
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5 name is Mark Brewer. My business address is 1495 6 East Nine Mile Road in Pensacola. I'm the senior 7 vice president of Pen Air Federal Credit Union. 8 MR. BRISKE: Thank you, sir. Welcome. 9 MR. BREWER: Thank you. 99 Think would be a problem. 10 MR. BRISKE: Go ahead with your comments, please. 11 please. 12 MR. BREWER: Thank you. Trying to follow along 13 with your conditions I would like to highlight under 14 section A, we don't believe that there will be a change. We've been a very good neighbor. We've 16 owned that parcel for nearly a decade and kept it very well kept and tried to minimize impact to the 17 compatibility of the property. I've lived there for over 20 years. When I think of this property, I over 20 years. When I think of the property. I've lived there for over 20 years. When I think of the property. I've lived there for over 20 years. When I think of the property. I've lived there for over 20 years. When I think of the property. I've lived there for over 20 years. When I think of the property. I've lived there for over 20 years. When I think of the property. I've lived there for over 20 years. When I think of the property, I think of the property. I've lived there for over 20 years. When I think of the property, I think of the property. I've lived there for over 20 years. When I think of the property, I think of the property. I've lived there for over 20 years. When I think of the property, I think of the property. I've lived there for over 20 years. When I think of the frontage of it on Westside Drive, In think of the frontage of it on Westside Drive, In think of the frontage of it on Westside Drive, In think of the frontage of it on Westside Drive, In think of the frontage of it on Westside Drive, In think of the frontage of it on Westside Drive, In think of the frontage of it on Westside Drive, In think of the frontage of it on Westside Drive, In think of the frontage of it on Westside Drive, In think of the frontage of it on Westside Drive, In think of the frontage of it on Westside Drive	ould be
6 East Nine Mile Road in Pensacola. I'm the senior 7 vice president of Pen Air Federal Credit Union. 8 MR. BRISKE: Thank you, sir. Welcome. 9 MR. BREWER: Thank you. 9 WR. BRISKE: Go ahead with your comments, 11 please. 12 MR. BREWER: Thank you. Trying to follow along 13 with your conditions I would like to highlight under 14 section A, we don't believe that there will be a 19 wery well kept and tried to minimize impact to the 10 vice president of Pen Air Federal Credit Union. 7 think of the frontage of it on Westside Drive, no think of the frontage of it on Westside Drive, no think of the frontage of it on Westside Drive, no think of the frontage of it on Westside Drive, no think of the frontage of it on Westside Drive, no think of the frontage of it on Westside Drive, no think of the frontage of it on Westside Drive, no think of the frontage of it on Westside Drive, no think of the frontage of it on Westside Drive, no think of the frontage of it on Westside Drive, no think of the frontage of it on Westside Drive, no think of the frontage of it on Westside Drive, no think of the frontage of it on Westside Drive, no think of the frontage of it on Westside Drive, no think of the frontage of it on Westside Drive, no think of the frontage of it on Westside Drive, no think of the frontage of it on Westside Drive, no think of the frontage of it on Westside Drive, no think would be a problem. MR. BRISKE: We do record everything her it's important to get your voice on there. Thank you, sir. MR. BREWER: Thank you. MR. BREWER: Thank you. MR. BREWER: Thank you. MR. BRISKE: We do record everything her it's important to get your voice on there. Thank you, sir. MR. ROGERS: That's mainly my concern, no present to get your voice on there. Thank you, sir. MR. ROGERS: That's mainly my concern, no present to get your voice on there. Thank you, sir. MR. BREWER: Thank you. MR. BRISKE: We do record everything her it's important to get your voice on the record everything her it's important to get your voice on the record eve	ould be
7 vice president of Pen Air Federal Credit Union. 8 MR. BRISKE: Thank you, sir. Welcome. 9 MR. BREWER: Thank you. 99 MR. BRISKE: Go ahead with your comments, 11 please. 12 MR. BREWER: Thank you. Trying to follow along 13 with your conditions I would like to highlight under 14 section A, we don't believe that there will be a 15 change. We've been a very good neighbor. We've 16 owned that parcel for nearly a decade and kept it 17 very well kept and tried to minimize impact to the 7 think of the frontage of it on Westside Drive, no 18 Nine Mile Road. Traffic, the nuisance issues, I 9 Whink would be a problem. 19 MR. BRISKE: We do record everything her 10 it's important to get your voice on there. Thank 11 you, sir. 12 MR. ROGERS: That's mainly my concern, or 13 with what I've learned right not 14 with what Pen Air is wanting to do makes me fer 15 lot better with it. So, I guess, really I would 16 rather have Pen Air there than an apartment	ould be
MR. BRISKE: Thank you, sir. Welcome. MR. BREWER: Thank you. MR. BRISKE: Go ahead with your comments, please. MR. BREWER: Thank you. Trying to follow along MR. BRISKE: We do record everything her it's important to get your voice on there. Thank MR. ROGERS: That's mainly my concern, we will be a just traffic. But with what I've learned right now thank you. MR. BRISKE: We do record everything her it's important to get your voice on there. Thank You, sir. MR. ROGERS: That's mainly my concern, we will be a just traffic. But with what I've learned right now thank your conditions I would along when the province of t	ould be
9 MR. BREWER: Thank you. 9 O9:55AM 10 MR. BRISKE: Go ahead with your comments, 11 please. 12 MR. BREWER: Thank you. Trying to follow along 13 with your conditions I would like to highlight under 14 section A, we don't believe that there will be a 15 change. We've been a very good neighbor. We've 16 owned that parcel for nearly a decade and kept it 17 very well kept and tried to minimize impact to the 9 think would be a problem. 9 MR. BRISKE: We do record everything her 11 it's important to get your voice on there. Thank 12 you, sir. 13 MR. ROGERS: That's mainly my concern, or 14 just traffic. But with what I've learned right nor 15 with what Pen Air is wanting to do makes me fer 16 lot better with it. So, I guess, really I would 17 rather have Pen Air there than an apartment	ould be
MR. BRISKE: Go ahead with your comments, please. MR. BREWER: Thank you. Trying to follow along MR. BRISKE: We do record everything her it's important to get your voice on there. Thank you, sir. MR. ROGERS: That's mainly my concern, or just traffic. But with what I've learned right nor change. We've been a very good neighbor. We've owned that parcel for nearly a decade and kept it owned that parcel for nearly a decade and kept it very well kept and tried to minimize impact to the MR. BRISKE: We do record everything her it's important to get your voice on there. Thank you, sir. MR. ROGERS: That's mainly my concern, or just traffic. But with what I've learned right nor with what Pen Air is wanting to do makes me fer lot better with it. So, I guess, really I would rather have Pen Air there than an apartment	ould be
please. MR. BREWER: Thank you. Trying to follow along MR. BREWER: Thank you. Trying to follow along with your conditions I would like to highlight under section A, we don't believe that there will be a change. We've been a very good neighbor. We've owned that parcel for nearly a decade and kept it very well kept and tried to minimize impact to the 11 it's important to get your voice on there. Thank pour, sir. MR. ROGERS: That's mainly my concern, or just traffic. But with what I've learned right nor with what Pen Air is wanting to do makes me fer lot better with it. So, I guess, really I would rather have Pen Air there than an apartment	ould be
MR. BREWER: Thank you. Trying to follow along with your conditions I would like to highlight under section A, we don't believe that there will be a change. We've been a very good neighbor. We've owned that parcel for nearly a decade and kept it very well kept and tried to minimize impact to the none of the property	el a
with your conditions I would like to highlight under section A, we don't believe that there will be a factor and the proof of the proof	el a
section A, we don't believe that there will be a just traffic. But with what I've learned right not change. We've been a very good neighbor. We've owned that parcel for nearly a decade and kept it very well kept and tried to minimize impact to the 17 yery well kept and tried to minimize impact to the 18 just traffic. But with what I've learned right not with what I've learned right not lot better with it. So, I guess, really I would rather have Pen Air there than an apartment	el a
15 change. We've been a very good neighbor. We've 16 owned that parcel for nearly a decade and kept it 17 very well kept and tried to minimize impact to the 18 with what Pen Air is wanting to do makes me for lot better with it. So, I guess, really I would rather have Pen Air there than an apartment	el a
owned that parcel for nearly a decade and kept it very well kept and tried to minimize impact to the 16 lot better with it. So, I guess, really I would 17 rather have Pen Air there than an apartment	
17 very well kept and tried to minimize impact to the 17 rather have Pen Air there than an apartment	g
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18 residential neighbors that we have. We have out 18 building. I appreciate your time.	g
1 · · · · · · · · · · · · · · · · · · ·	g
19 reached several times during the process since we've 19 MR. BRISKE: Yes, sir. Thank you for com	
o9:55AM 20 owned the property and it would be our intent to o9:58AM 20 out.	
21 minimize all impacts in that regard. 21 Horace, the gentleman mentioned some co	cerns
22 Relative to compatibility in C, it is now one 22 about traffic. Just for the benefit of everyone	
parcel. Our primary facility has been there for 23 here, would you just give a brief overview of wl	at
24 nearly 15 years. As articulated it would be the 24 happens when it has to go into the development	
og:55AM 25 intent not to have retail operations there, just og:59AM 25 review process, everything that's kind of looked	at
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62	64
1 back office employees. Many of the employees will 1 and that also that that is a public hearing, as	
be moving from the existing building to the back.well, public meeting, as well?	
3 So I believe that helps with the development 3 MR. TATE: Can I just add one thing. I gu	SS
4 patterns of E. It's a natural progression on our own 4 to emphasize that whether it's the other zoning	r
o _{9:56AM} 5 property. We're looking at probably roughly 125 o _{9:59AM} 5 the changed zoning this is applicable because the	<u></u> ≥y
6 persons or employees to start in that facility. 6 have rights to do certain things already.	
7 We're planning on growth for ten years to push that 7 MR. JONES: Right. Yes, sir, Mr. Tate and	
8 number up to close to 200, but at least half of 8 Mr. Briske. Yes, to answer Mr. Briske's question	
9 those will be moving from the current Nine Mile 9 first, if the Planning Board makes a recommend	tion
o _{9:56AM} 10 facility. o _{9:59AM} 10 to the BCC for approval, again the BCC, they ha	e
11 Relative to F, as the engineer articulated, we 11 the final authority. That's just the first step.	
12 are fine with the way the property looks today, as 12 The second step would be for this site	
13 well. We've been trying to utilize as many of the 13 specifically to come through what we call a site	
14 natural resources that are there from a boundary and 14 plan review or development review process, wh	re we
o _{9:56AM} 15 aesthetics perspective. We are looking at a campus o _{9:59AM} 15 will take a look at all of the requirements for sit	
16 type approach, trying to have a walking trail for 16 development. We'll take a look at the traffic.	
17 our employees, keep it very nice and as minimal 17 We'll take a look at the roads. We have staff	
18 impact to our neighbors as possible. 18 members that sit on that committee and we loo	at
19 That concludes my comments and I thank you for 19 all the requirements as it relates to stormwater,	
99:56AM 20 your time and attention. 10:00AM 20 the environmental concerns, traffic, the road ty	9
21 MR. BRISKE: Thank you sir. 21 classification, size of the building setbacks, all	
22 Mr. James Rogers. Good morning, sir. We'll 22 of those things. And during that process they n	ust
have you sworn in and then your name and address for 23 meet the requirements of the Land Development	Code
24 the record, please. 24 and all the comments, when they come in. And	l do
09:57AM 25 (James Rogers sworn.) 10:00AM 25 believe for the record that David Halstead will be	
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	ESCAMBIA COUNTY PLANNING BOARD RE	ZONING	HEARINGS - OCTOBER 6, 2015
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1	the engineer of record. Currently they have a	1	Our next speaker is Melissa Wilson. Good
2	preapplication and permits were given to them. Once	2	morning. Be sworn in, please, and state your name
3	they make that initial submittal, they will have to	3	and address for the record.
4	come back and they will have to meet all of the	4	(Melissa Wilson sworn.)
10:00AM 5	requirements.	10:03АМ 5	MS. WILSON: My name is Melissa Wilson. I live
6	We're aware that Westside Drive, I guess is the	6	at 9616 West Side Drive, which is directly across
7	name of that road, is a local road. There will be	7	the street from the property in question. Again,
8	comments pertaining to that from our reviewers that	8	like Mr. Rogers stated, I don't think of this
9	sit on that committee and they will have to address	9	property as a Nine Mile address. I do understand it
10:00AM 10	all of those concerns and all of those issues per	10:03AM 10	is connecting property to Pen Air, which would make
11	the Land Development Code.	11	it Nine Mile Road, but I've been facing that
12	MR. TATE: Not dealing with their site	12	property for 23 years of my life now, which is most
13	specifically, but in general a commercial	13	of it.
14	development that has commercial frontage that also	14	I have some questions in accordance to Item C,
10:01AM 15	borders local roads is by the Land Development Code	10:04AM 15	the compatibility. I understand that the zoning
16	not allowed to use local roads for access. There's	16	could accommodate apartments. We, of course, don't
17	conditions where they could, if they're not able to	17	like that either. In comparison I suppose what Pen
18 19	utilize their local road, but in general that's, A,	18 19	Air is proposing would be more favorable than
	discouraged and, B, a lot of times just not allowed because there's another route of accessibility	10:04AM 20	apartments and adding more and more people. However, they are talking about adding 150
10:01AM 20 21	through the commercial frontage.	10:04AM 20 21	employees, expanding that up to, I believe he said,
22	MR. JONES: Yes. Yes, Mr. Tate, you are	22	200 or 250. I'm sorry if I have that wrong.
23	correct. There are certain conditions in which a	23	I'm not certain how this would not negatively
24	development may be able to use a local road, but	24	impact the traffic, making it higher. We already
10:01AM 25	those conditions are stated in the Land Development	10:04AM 25	have an entrance to Pen Air off of Nine Mile or off
10.02.4.10	850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM	10.0	850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM
	66		68
1	Code. Our transportation department will look at	1	of Nine Mile and West Side, so they do have an
2	those issues and, yes, we are aware that Pen Air may	2	entrance from our road. It is well down the road so
3	be going there, but do want to state for the record	3	it doesn't affect my home specifically, but with
4	that we look at all of the uses, all of the	4	being right across the street my fear is the change
10:02AM 5	commercial uses that are applicable for this	10:04AM 5	of all of our houses that not only border the land
6	particular zoning category.	6	on the south, as well as mine that borders the land
7	And as Mr. Tate stated, the current zoning of	7	on the west that we would deal with traffic
8	HDMU it does allow for high intensity type of	8	dangerous to our children. I have a ten-year-old.
9	development, very, very high intensity.	9	The elderly that live there, some may not hear so
10:02AM 10	Dormitories, retail, group living, all of those	10:05AM 10	well. They have lived there for way longer than I
11	things, they generate an excessive amount of	11	have. People already speed up and down the road,
12	traffic, as well.	12	use it as a cut-through from Jo Jo. That's
13	So, yes, we do look at all of the uses that	13	obviously not up to your decision today, but I do
14	come with this commercial type zoning and not just	14	feel that the compatibility does change with the
10:02AM 15	what Pen Air is putting there. So at this level we	10:05AM 15	surrounding residential area.
16	do not get into specifics. I just want to say again	16	I'm happy to hear they want to have a walking
17	for the record HDMU does allow for very high intense	17	trail and something that does preserve, going to
18	traffic generators.	18	Item F, the natural environment. There are 100-year
19 10:02AM 20	MR. BRISKE: Thank you, Mr. Jones. I think	19	old trees. I climbed some of them when I was a
	what we will do is once we have all the public	10:05AM 20	child. I'm not 100, but the effect on the natural
21 22	comments maybe we can bring up the two zoning	21 22	environment, there's animals that use that field as
23	categories side by side or at least review them so we can kind of get an idea for what is already	22	a home, the surrounding trees that I'm sure wildlife lives in, so those are concerns, as well.
24	permitted there versus what the change would allow	23	As far as changed conditions, I guess that kind
10:03AM 25	and that may answer some folks' questions, as well.	10:05AM 25	of falls under compatibility for me, as well. I may
	and that may answer some roles adesitoris, as well.		
10.03AM 23	850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM		850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM

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1	not just be understanding it, but that it is in the	1	pond across the street, Magaha pond, where kids
2	public interest to encourage new uses. We don't	2	actually a few weeks ago I saw two little boys
3	know what could happen once it's rezoned to	3	carrying their fishing poles down our road. I mean,
4	commercial. That land could be sold. Pen Air could	4	you don't see that anymore. I mean, we really have
10:06AM 5	decide to move and someone come and bulldoze it all	10:09AM 5	a back from the past neighborhood.
6	down and make a strip mall. So for future concerns,	6	One thing about the effect on the natural
7	for 10, 20 years down the road, I didn't plan on	7	environment, it just occurred to me when we have a
8	moving ever, that the intent now may be to make it	8	lot of rain my front yard almost washes away. I'm
9	as an estate sounds somewhat doable but that could	9	at the corner of West Side and Zenda. At the bottom
10:06AM 10	change.	10:09AM 10	of Zenda to Zelda the water just floods down there
11	Those, I think, our my primary concerns other	11	and it takes half my yard with it. I don't have
12	than with personal statements, which I know you	12	hardly any grass in my yard. And I don't know if
13	can't base your decision on, but that's a	13	taking some of the grass away from across the street
14	neighborhood with longevity. And I'm starting to	14	is going to help or hurt. It might help with
10:06AM 15	cry. I'm very sorry we've known a lot of people	10:09AM 15	drainage. I'm not sure, but that is something that
16	there for quite a while and just having lived there	16	occurred to me.
17	for most of my life I don't want to move. It would	17	I had a wonderful opinion written out, but I
18	make our property values decrease to where it would	18	know you don't want to hear. There are a lot of
19	be very difficult to move. And I'm very sorry. But	19	people that take walks in the neighborhood. This
10:07AM 20	I think I've covered what needs to be covered under	10:09AM 20	morning we passed some people. My husband is
21	what you requested. Thank you.	21	100 percent disabled and that's one of the few ways
22	MR. BRISKE: Thank you very much.	22	he gets exercise, is walking in the neighborhood.
23	Our next speaker is Nina Hamilton. Please be	23	The bus stops right at the corner of my house where
24	sworn in and state your name and address for the	24	the property is. There were four kids there this
10:07AM 25	record.	10:10AM 25	morning when I left.
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1	70 (Nina Hamilton sworn.)	1	72 I know something is going to be done with it.
2	MS. HAMILTON: I'm Nina Hamilton, 9018 West	2	They didn't buy it just so it could stay pretty for
3	Side Drive. That's my baby back there. We've lived	3	me to look at every morning, but, you know, I would
4	there 23 years and when they got married she moved	4	like to see what the layout of the building is and,
10:07AM 5	right next door. We love the area.	10:10AM 5	you know, what kind of barrier buffer they were
6	Previously well, I'm going to address C and	6	talking about. Are they going to enter from Nine
7	D, so it doesn't come across all opinion, and F	7	Mile or at least from the area up near Nine Mile?
8	the Gilmores lived across the street, Gilmore Moving	8	Because there are two entrances where they go into
9	and Storage. I'm sure a lot of you are familiar	9	the building and where they come from the drive
10:08AM 10	with that, so it was residential forever. My	10:10AM 10	through, you know, and that doesn't impact too much.
11	daughter, my niece, they played with the grandkids	11	Thank you for listening. Sorry I sort of babbled.
12	over there. That's what we thought was there.	12	MR. BRISKE: That's okay. It's important for
13	Mr. Gilmore passed away and they sold it to Pen Air.	13	us to hear. And just to address your comments, of
14	I didn't know that actually until a couple of weeks	14	course, Horace covered this, but you will have the
10:08AM 15	ago.	10:10AM 15	opportunity as it goes through the development
16	Our concern is the view because we are the	16	review process, that is a public hearing, you can go
17	ones our three houses and the people sitting next	17	in and you're certainly welcome to review the plans.
18	to us, that's what we face. That's what we see.	18	We encourage businesses to work with their
19	It's not like we're sideways or whatever and we just	19	neighbors. I mean, we want things to fit. There
10:08AM 20	want to make sure that what we're looking at is	10:11AM 20	are buffering requirements which will be addressed
21	still beautiful because it is a beautiful property.	21	in that development review process, as well as all
22	The trees, there's massive oak trees out there. You	22	the traffic. Things such as the pervious area of
23	know, I feel like yes, it's compatible with the	23	the property versus the size of the building, all of
24	area that it's next to, with the banking, but it's	24	the drainage, everything like that is addressed. In
10:08AM 25	not compatible with what we have. There's even a	10:11AM 25	some cases, not saying this would happen here, but
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	ESCAMBIA COUNTY PLANNING BOARD RE	LONING	<u>:</u>
1	in come cases putting comething new in actually	1	75
2	in some cases putting something new in actually helps the drainage situation because they're	2	you. MR. BRISKE: Thank you, sir.
3	required to handle the stormwater for their area.	3	With some of those issues, of course, the
4	Sometimes that happens, as well. But it's a very	4	enforcement typically will come from the sheriff's
10:11AM 5	intensive process that it goes through at the next	10:14AM 5	department. I don't believe that's in the city
6	step, if it were recommended for approval today.	6	limits, but in the sheriff's department, to come and
7	MR. JONES: May I say something? Also, I don't	7	enforce that.
8	think I emphasized the environment. For any type of	8	You know, some of the concerns about sidewalks
9	development we do have an environmental department	9	and things like that, it's not really addressed at
10:12AM 10	that sits on the board and they will look if there	10:15AM 10	this level but certainly your County Commissioners
11	are any protected trees, any heritage trees, any	11	would like to hear some of those concerns, so we
12	protected species. We look at all of those things.	12	encourage you to stay involved in the process.
13	We look at the natural habitat. We look at all of	13	All right. Sherry Johnson.
14	those things. We look at the wetlands. And many	14	UNIDENTIFIED SPEAKER: I really don't have
10:12AM 15	times a lot of those things are governed by federal	10:15AM 15	anything to say. I thought I marked no. I don't
16	law, as well, especially when it comes to endangered	16	feel intelligent enough at this point to speak.
17	species habitat and environmental concerns. So for	17	MR. BRISKE: You're certainly intelligent
18	whatever type of development that may go there, all	18	enough. I know it's a complicated process and we
19	of those things, if it's there, we're going to take	19	even struggle with it ourselves a lot. Now, you
10:12AM 20	notice of it and we will deal with those	10:15AM 20	will not be allowed to speak at the Board of County
21	requirements per the Land Development Code and any	21	Commission meeting. Okay. So she's indicated that
22	other applicable laws at that time.	22	she is going to not speak today.
23	MR. PYLE: That's through the development order	23	(Sherry Johnson, did not speak.)
24	process and we can trust that Horace is going to	24	MR. PYLE: I think it's fair to say that when
10:13AM 25	chain himself to that heritage oak, as well as I	10:15AM 25	you come in here you may not know you have to follow
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1	concur with a recent development near my home where	1	this criteria, whereas, most development companies,
2	the good it wasn't possibly a Georgia Tech	2	they know that and we've been through the drill, so
3	degree, but a good engineer degree actually solved a	3	we get that. It's kind of a challenge to focus your
4	drainage issue. And it should be noted and you said	4	thoughts in about 30 seconds to A, B, C, D through
10:13AM 5	another word, the pervious surface area is something	10:16AM 5	F. However, it's a very logical reason why that's
6	I'll leave to the engineers, but that's a good	6	in place.
7	comment for the development order, DO type process	7	MR. BRISKE: Thank you, sir.
8	after the fact.	8	The next speaker is James Johnson. Good
9	MR. BRISKE: Mr. Edward Johnson. Good morning,	9	morning, sir. Be sworn in and give your name and
10:13AM 10	sir. You know the drill, be sworn in and state your	10:16AM 10	address.
11	name and address, please.	11	(James Johnson sworn.)
12	(Edward Johnson sworn.)	12	MR. JOHNSON: James Johnson, 8903 West Side
13	MR. JOHNSON: My name is Edward Johnson. I	13	Drive. I appreciate the opportunity to come and
14	live at 1409 Aquila. We purchased our home just	14	address you this morning. My main concerns are
10:13AM 15	three years ago. Our concern, living on the corner	10:16AM 15	and I live down the immediate south end of West Side
16	of West Side and Aquila, already is traffic. There	16	just before it turns into Jo Jo. It's a great
17	never seems to be any law enforcement as far as	17	residential area, a very rural residential area.
18	speeders up and down this road and sometimes it's	18	And as you go down south on West Side and turn onto
19	really out of hand. My concern would be the traffic	19	Jo Jo it becomes even more rural. Enormous heritage
	flow from Nine Mile through the cut street of West	10:16AM 20	oaks are down there.
10:14AM 20			
21	Side. I don't know if they could put speed bumps	21	I have great admiration for the job that Pen
21 22	Side. I don't know if they could put speed bumps up. There's a lot of people in our neighborhood	22	Air has done, a great corporate neighbor in the
21 22 23	Side. I don't know if they could put speed bumps up. There's a lot of people in our neighborhood that walk and there's no sidewalk. We have to walk	22 23	Air has done, a great corporate neighbor in the neighborhood. I have no real immediate concerns
21 22 23 24	Side. I don't know if they could put speed bumps up. There's a lot of people in our neighborhood that walk and there's no sidewalk. We have to walk into the street and I think that really presents a	22 23 24	Air has done, a great corporate neighbor in the neighborhood. I have no real immediate concerns about them expanding down there.
21 22 23	Side. I don't know if they could put speed bumps up. There's a lot of people in our neighborhood that walk and there's no sidewalk. We have to walk	22 23	Air has done, a great corporate neighbor in the neighborhood. I have no real immediate concerns

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1	traffic already. That is my concern. And if you're	1	certifications and professional licenses that you
2	going to have access, as they do have two accesses	2	hold, please?
3	to West Side from their property now, early in the	3	MR. PINDER: Yes, sir. I have a Bachelor's of
4	morning, and I get up very early in the morning,	4	Design and a Master's of Art in architecture. I
10:17AM 5	late in the afternoon when they're coming to work,	10:19AM 5	became licensed in Florida in 1985. I've been
6	when they're going home, it is ridiculous down there	6	practicing both commercial and residential all those
7	how fast some of these people drive. There are	7	years.
8	speed limit signs down there down as low as 15 miles	8	MR. BRISKE: Have you had specific experience
9	an hour, a real bad curve down at the bottom of West	9	in areas where there's been rezoning requests and
10:17AM 10	Side where it turns into Jo Jo.	10:20AM 10	the criteria?
11	Basically what I wanted to address was C, E and	11	MR. PINDER: Yes, sir.
12	F. The impacts that it's going to have on this	12	MR. HOLMER: Mr. Chairman, if I could add, he
13	ultimately with the number of additional people that	13	has been qualified as an expert witness with the
14	they're talking about is probably going to be worse	14	Board of Adjustment, also.
10:17AM 15	on Jo Jo, because Jo Jo is a very narrow street.	10:20AM 15	MR. BRISKE: Thank you for that. Any questions
16	The only way to widened it would be to take out an	16	of the Board members?
17	enormous number of heritage oaks. You literally	17	Specifically what area will you be asking to
18	cannot get a garage truck and a school bus by at the	18	give expert testimony? Is it in the area of
19	same time in the morning at all.	19	architectural design or are you asking to be
10:18AM 20	Those are the things that worry me. I would	10:20AM 20	qualified in land use and planning?
21	love to see them be able to do this, but I would	21	MR. PINDER: Land use and planning through
22	love for them to pledge that their access is going	22	architecture design, yes.
23	to be to Nine Mile Road to try to keep some of this	23	MR. BRISKE: Okay.
24	traffic off and possibly even close down their	24	MR. JONES: I've worked with Mr. Pinder for
10:18AM 25	southern access to their parking lot on West Side	10:20AM 25	many years and that may be something we need to
	850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM		850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM
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1	and encourage their employees to go back out to Nine	1	address.
2	and encourage their employees to go back out to Nine Mile Road, because they're not going to be able to	2	address. MR. BRISKE: Let's pause the time that we're
2	Mile Road, because they're not going to be able to	2	MR. BRISKE: Let's pause the time that we're
2	Mile Road, because they're not going to be able to reindoctrinate these people as far as how fast	2	MR. BRISKE: Let's pause the time that we're giving to Mr. Pinder because we're let's start it
2 3 4	Mile Road, because they're not going to be able to reindoctrinate these people as far as how fast they're going to be able to drive on that street.	2	MR. BRISKE: Let's pause the time that we're giving to Mr. Pinder because we're let's start it over because this has to be addressed first.
2 3 4 10:18AM 5	Mile Road, because they're not going to be able to reindoctrinate these people as far as how fast they're going to be able to drive on that street. But it's a great neighborhood, very quiet	2 3 4 10:21AM 5	MR. BRISKE: Let's pause the time that we're giving to Mr. Pinder because we're let's start it over because this has to be addressed first. MR. JONES: Mr. Pinder, I've worked with him.
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	ESCAMBIA COUNTY PLANNING BUARD RE	ZUNING	<u> </u>
_	81		(Dec. d.Marshare et a.)
1	with the land development design. I'm involved with	1	(Board Members vote.)
2	that from day one. I do not handle the technical	2	MR. BRISKE: Opposed?
3	side of calculating stormwater or sorting out those	3	(None.)
4	issues. That's what I have Patrick Jehle of Jehle	4	MR. BRISKE: Please let the record reflect that
10:22AM 5	Halstead handle.	10:25AM 5	the gentleman is qualified as an expert in
6	I've done multiple school campuses, both in	6	architecture and land use and planning as it relates
7	Escambia County as well as in Santa Rosa County.	7	to architecture.
8	I've done work at the University of West Florida	8	(Motion passed unanimously.)
9	working with their campus plan. I've been in front	9	MR. BRISKE: Go ahead, sir. Now you can start.
10:22AM 10	of the Board of Adjustment for different zonings for	10:25AM 10	MR. PINDER: Thank you. I know part of my
11	commercial properties, most recently in July with	11 12	comments will be repetitive and my notes have
13	Dominos on Navy Boulevard.	13	changed as everyone was speaking.
14	MR. PYLE: I may note that in the hierarchy of	14	Criterion A, consistent with the Comp Plan. This type of commercial use is currently allowed in
10:23AM 15	this development process the architect is the employer of the engineer of record, if I'm not	10:25AM 15	the current zoning, but I think this will be a
16:23AM 15	mistaken; is that correct?	10:25AM 15	perfect commercial use with the existing mixed use
17	MR. PINDER: Yes, sir.	17	we have there in that district.
18	MR. BRISKE: So you have an overall	18	Our density will be low and we're planning a
19	understanding of the area of land use and planning	19	campus style use. I think that's a very good
10:23AM 20	and, obviously, when designing building and things	10:25AM 20	fitting with the neighborhood as opposed to an
21	like that you rely on that knowledge to do your job.	21	apartment complex and strip malls, which are
22	MR. PINDER: Yes, sir, as well as the required	22	allowed.
23	educational classes that I have to keep up with for	23	And the building that Pen Air has on site is
24	my license.	24	both an administrative building, as mentioned by
10:23AM 25	MR. BRISKE: Board members, any other	10:26AM 25	Patrick Jehle, but also their lobby and current
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1	questions? Mr. Wingate.	1	drive through and such like that. Our intent is
2	MR. WINGATE: Mr. Briske, I've known Mr. Pinder	2	that this is going to be employee use in the back
3	for a long time and I think I have worked with him	3	part of the property. So the generation of traffic,
4	when I was in the construction business. He worked	4	most of the public traffic, essentially will be kept
10:23AM 5	on one of the contracts that I had. And I found him	10:26AM 5	towards Nine Mile.
6	to be beyond rapport. He can tell you something and	6	Criterion (2), consistent with the LDC. The
7	you can take it to the bank. So I'm sure that this	7	parcel zoning does allow the proposed use. We will
8	project in the final and the beautification of the	8	still maintain a very low floor area ratio. We have
9	finish will be outstanding. I think I did work with	9	master planned since 2007 with this property. Pen
10:24AM 10	him once doing something at UWF when I was out	10:26AM 10	Air has been on hold. They've been a good neighbor
11	there. So I'm give him an A plus.	11	by maintaining the property, but they do need to
12	MR. PINDER: Thank you.	12	grow and with this master plan, when we're talking
13	MR. BRISKE: Other Board members, any	13	about a people count, we're planning for a 2025 type
14	questions?	14	build out.
10:24AM 15	MR. PYLE: I would like to move that we move to	10:26AM 15	Criterion (3), compatibility with the
17	approve him as a professional in this field, an	17	surrounding uses. The intent is, again, currently allowed. The user is not introducing a new use.
18	expert. MR. BRISKE: Okay. Specifically an expert in	18	Changes conditions. Pen Air is scattered about
19	land use and planning.	19	the community. They would like to bring some of
10:24AM 20	MR. PYLE: As well as architectural.	10:27AM 20	their departments home. This rezoning does give
10:24AM 20 21	MR. BRISKE: Do we have a second?	10:27AM 20 21	them the opportunity to come home. My opinion, this
22	MR. RUSHING: I'll second it.	22	will lessen the general overall district by
23	MR. BRISKE: We have a motion and a second. Is	23	centering them at this place. Pen Air continuing
24	there any further discussion? All those in favor,	24	with their expansion commits to the property to a
10:24AM 25		10:27AM 25	very compatible use as opposed to a retail use.
10.24AM 23	say aye.	10.27 Al-1	very compatible use us opposed to a retail use.

	ESCAMBIA COUNTY PLANNING BUARD RE	ZUNING	<u> </u>
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1	Criterion (5), for development patterns. The	1	fly through there. I called the police twice to no
2	zoning, if we change it, I think we simplify the	2	avail. We don't get anything done unless we get it
3	development pattern in that area.	3	through numbers and you can see today there's
4	Six, effect on the natural environment. As I	4	probably how many hundred of people are affected
10:27AM 5	mentioned in Criterion (1), we plan to have a campus	10:31AM 5	by how many neighbors do we have in this area?
6	style atmosphere, which I think is very fitting with	6	Does anyone have any numbers? Nobody has a count on
7	what we want to do naturally with the site in	7	the homes that are affected?
8	maintaining the terrific trees that are there, the	8	MR. JONES: No, sir.
9	shade and the natural grade. Thank you.	9	MR. TATE: We have a list of homes that are
10:28AM 10	MR. BRISKE: All right. Any questions from	10:31AM 10	within 500 feet.
11	Board members?	11	MR. BARNETT: You don't see that many number
12	Mr. Jehle, did you wish to cross-examine this	12	back there. They're not going to congregate, bring
13	gentleman? All right. Thank you, sir.	13	anything. All I would ask is that we do something
14	MR. PINDER: Thank you. Thank you all.	14	with the traffic before somebody gets killed.
10:28AM 15	MR. BRISKE: Peggy Curtis.	10:31AM 15	As far as the other, I think they've been good
16	UNIDENTIFIED SPEAKER: I don't wish to speak.	16	stewards. I think they're going to do what they
17	Some of mine has been answered.	17	said they're going to do. That's all we can ask.
18	(Peggy Curtis, did not speak.)	18	But, please, somebody is going to get killed. We
19	MR. BRISKE: Thank you. Brian Barnett. Good	19	don't need to wait until that. And all they're got
10:29AM 20	morning. We'll have you sworn in and then state	10:32AM 20	to do is put some speed bumps in. Thank you for
21	your name and address, please.	21	your time.
22	(Brian Barnett sworn.)	22	MR. BRISKE: Thank you, Mr. Barnett. I do know
23	MR. BARNETT: My name is Brian Barnett. Excuse	23	I used to live in Scenic Hills, pretty much across
24	my voice. I live at 9014 West Side Drive. My wife,	24	the street from there, and I do know a lot of people
10:29AM 25	she's had ties to the neighborhood since 1959.	10:32AM 25	use that road as a cut through. I think from all
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1	There's another young lady that's got ties back	1	the public comments today, and all the
2	there, too, Gail Anderson.	2	representatives are here from Pen Air, that they
3	But is the gentleman from Mr. Miller, is he	3	understand this is a serious issue with the traffic.
4	still here in the meeting?	4	They may be able to address their employees. I know
10:29AM 5	MR. BRISKE: I'm not sure, sir. Mr. Miller?	10:32AM 5	there's members of the public that go through there,
6	MR. BARNETT: Mr. Miller? You're not	6	too, but they can at least remind their employees
7	Mr. Miller? No.	7	that they're driving through a residential
8	I would like to say that since we moved here,	8	neighborhood and so on, you know, be cautious.
9	well, even prior to that we would come down for	9	As far as going the next step, all of you need
10:30AM 10	trips, they've been an above and beyond what they	10:32AM 10	to make a call to the sheriff's department and just
11	did as far as being good stewards taking care of the	11	continue to complain until you get some enforcement
12	property. I really don't have any problem. As you	12	out there of some kind. It's not really intended to
13	notice I did not check for or against. I'm here to	13	be a through road. It's more of a neighborhood
14	find out more information.	14	street, so I would agree with you. Like I said, I
10:30AM 15	What I would like to say is that the biggest	10:33AM 15	know from living over there that I've seen it quite
16	issue that undermines everything is the dad gum	16	a bit.
17	traffic problem. Now I could go ballistic right	17	MR. TATE: Mr. Chairman, I live in the area, as
18	now. These people are going 75 miles an hour and go	18	well and it's an interconnected path of travel that
19	into a turn that's down there called Jo Jo. The	19	people in the know use to get anywhere from Olive on
10:30AM 20	gentleman with the blue sports coat commented on	10:33AM 20	back up that way and cut through, if you know it.
21	that. That's a one lane road, Jo Jo. Then it	21	It's just that, you know, I can make this turn and
		22	get around this traffic and not have to worry about
22	goes has anybody seen it and driven Jo Jo.		
22 23	goes has anybody seen it and driven Jo Jo. MR. BRISKE: Yes, sir, I have.	23	this light here and pop out in front of these
	MR. BRISKE: Yes, sir, I have.	23 24	this light here and pop out in front of these people.
23	MR. BRISKE: Yes, sir, I have. MR. BARNETT: Then you know what it's like.		people.
23 24	MR. BRISKE: Yes, sir, I have.	24	

	ESCAMBIA COUNTY PLANNING BOARD RE		·
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1	garbage truck, that's actually a real life example.	1	MS. SCOTT: I was on the previous when they
2	That occurred. And the garbage truck amazingly	2	rezoned from the R-4, University of West Florida,
3	tried to get through an area that it shouldn't have.	3	and the model was beautiful with the three
4	I had to deal with that myself personally in my real	4	buildings. As far as I understand now there's going
10:34AM 5	life job. That was a true example.	10:36AM 5	to be one building. And they have been an excellent
6	MR. BARNETT: Is there anything you can do to	6	neighbor. And, again, probably my main concern is
7	help us at this point?	7	probably traffic, which I understand that they
8	MR. TATE: At this Board, no, sir, there's	8	don't I mean, there will be all the other
9	nothing that this Board can do, but there are people	9	information on that. But I had thought about one
10:34AM 10	in here that are hearing what you say. Specifically	10:36AM 10	thing is that their entrance, the people that come
11	the developers may have to choose how they would or	11	in off of Nine Mile Road, not from West Side, but
12	wouldn't do something within that and then beyond	12	from Nine Mile Road, at one time I thought they were
13	that it's really a matter of public safety and	13	not supposed to exit there. When they exit there
14	that's something that the neighborhood just has to	14	and we're trying to get out from West Side Drive
10:34AM 15	drive. I would get with your commissioner. I'm not	10:37AM 15	coming north to Nine Mile Road and people exit from
16	sure who the commissioner is now. Is it District V?	16	that side of their building, on the west side, then
17	MS. HIGHTOWER: District V.	17	it hampers us from tying to get out on Nine Mile
18	MR. BRISKE: Steven Barry is the County	18	Road and it has been sort of a problem. I don't
19	Commissioner.	19	know if I thought at one time they had addressed
10:34AM 20	MR. TATE: He needs to hear from you. He needs	10:37AM 20	that they would not have that, that was not to be an
21	to hear from everybody.	21	exit, they should exit off of West Side. I just
22	MR. BRISKE: I know we keep reiterating this,	22	thought I would mention that because that would be
23	but it seems to be a very big concern so we just	23	helpful. That's one of the main problems really is
24	want to make sure that traffic concurrency, the	24	trying to get off, to me, from West Side to Nine
10:34AM 25	traffic flow, everything like that is addressed at	10:37AM 25	Mile as far as the traffic flow.
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ESCAMBIA COUNTY PLANNING BOARD REZONING HEARINGS - OCTOBER 6, 2015

	ESCAMBIA COUNTY PLANNING BOARD RE		
	93	.	95
1	standards, then it becomes the responsibility of Pen	1	Board of County Commissioners based on staff's
2	Air to bring that situation into concurrence.	2	findings.
3	Having not looked at it I can't state with certainly	3	MR. BRISKE: Okay. Accepting the
4	whether it goes one way or another. But again, I	4	Findings-of-Fact and the testimony. Thank you, sir.
10:39AM 5	offer my assurances to the Board and particularly	10:42AM 5	Do we have a second?
6	the residences that no detail will go unlooked and	6	MR. PYLE: Second.
7	their concerns will be heeded by Pen Air. Unless	7	MR. BRISKE: Any further discussion? All those
8	the Board has any further questions, I have no	8	in favor, say aye.
9	further comment.	9	(Board Members vote.)
10:39AM 10	MR. BRISKE: Thank you, sir. Any questions for	10:42AM 10	MR. BRISKE: Opposed?
11	Mr. Jehle?	11	(None.)
12	Staff, anything that else that you wish to add?	12	MR. BRISKE: The motion carries unanimously.
13	MR. PYLE: I just was going to say to the	13	(Motion passed unanimously.)
14	residences it's obvious in that area it's scheduled	14	MR. BRISKE: I would encourage all of the
10:39AM 15	or targeted for a growth deal of growth. I think	10:42AM 15	neighbors to stay involved in the DRC process and I
16	everybody is in agreement that Pen Air has been a	16	would encourage the engineer and Pen Air to continue
17	great corporate neighbor. I may suggest, without	17	to work with their neighbors so that everybody can
18	inflicting more cost upon the owner, that it may	18	get along. I like to see that, when everybody works
19	help facilitate the other steps in your process	19	together, so we would encourage you to continue to
10:40AM 20	towards a development order in doing perhaps a	10:42AM 20	work. Thank you, sir.
21	presentation without, you know, as much detail as	21	MR. JEHLE: I thank the Board for their time
22	you can. I think one of the women that spoke	22	and service. Thank you very much.
23	mentioned I saw the future use. I think that helps	23	(Conclusion of Case Z-2015-17. The transcript
24	so much for the neighbors if they could see on a	24	continues on Page 96.)
10:40AM 25	slide what is proposed by Mr. Pinder and possibly	25	* * *
	850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM		850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM 96
1	94 even with the civil engineering accounted for as	1	* * *
2	much as possible. Just a suggestion.	2	CASE NO: Z-2015-18
3	MR. JEHLE: Again, I don't speak directly for	3	
4	Pen Air, but my understanding of their kind of modus		
10:40AM 5			Applicant: John F. And Mae H. Dean, Owners
		4	Address: 4850 Mobile Highway
	operandi is that they do engage with the surrounding	_	Address: Property
6	operandi is that they do engage with the surrounding people, and exactly their point, that helps things	5	Address: 4850 Mobile Highway
6 7	operandi is that they do engage with the surrounding people, and exactly their point, that helps things go smoother for them to engage residents and	_	Address: 4856 Mobile Highway Property Size: 0.859 1/-/- From: Com, 1/2 Marcial Bellett 25 d'acre To: HC/LI-10 He marei de Light
6 7 8	operandi is that they do engage with the surrounding people, and exactly their point, that helps things go smoother for them to engage residents and surrounding properties early and share the design	5	Address: 4858 Mobile Highway Property Size: 0.859 1/-// From: Com, 1/-// Machine Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Light Lig
6 7 8 9	operandi is that they do engage with the surrounding people, and exactly their point, that helps things go smoother for them to engage residents and surrounding properties early and share the design process.	5	Address: 4858 Mobile Highway Property Size: 0.859 1/-// From: Com, 1/2 Modial Bill et 25 d'acre To: HC/LI-10 He male Le d Light
6 7 8	operandi is that they do engage with the surrounding people, and exactly their point, that helps things go smoother for them to engage residents and surrounding properties early and share the design process. MR. JONES: And the decision is sill up to the	5	Address: Property Size: Com, Property Com, Property To: HC/LI-lu Hell of Light Intustrial district, designation prohibiting the subsequent establishment of any bars, nightclubs, or adult entertainment uses on the rezoned property.
6 7 8 9 10:41AM 10	operandi is that they do engage with the surrounding people, and exactly their point, that helps things go smoother for them to engage residents and surrounding properties early and share the design process. MR. JONES: And the decision is sill up to the Board and to the BBC. I can rest assured that	5 6 7 8	Address: Property Size: Com, van dial state 5 9 /acre From: To: HC/LI-lu Hel male and Light Industrial district, designation prohibiting the subsequent establishment or any bars, nightclubs, or adult entertainment uses on the rezoned property. (Dwelling unit density limited to vested
6 7 8 9 10:41AM 10 11	operandi is that they do engage with the surrounding people, and exactly their point, that helps things go smoother for them to engage residents and surrounding properties early and share the design process. MR. JONES: And the decision is sill up to the Board and to the BBC. I can rest assured that whatever type of development comes through, whatever	5 6 7	Address: Property Size: Com, Property Com, Property To: HC/LI-In Head of Light Industrial district, designation prohibiting the subsequent establishment of any bars, nightclubs, or adult entertainment uses on the rezoned property.
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Planning Board-Rezoning

5. C.

Meeting Date: 10/06/2015 **CASE:** Z-2015-17

APPLICANT: Jonathan Green, Agent for Pen Air Federal Credit Union,

Owner

ADDRESS: 1495 E. Nine Mile Road

PROPERTY REF. NO.: 13-1S-30-1201-130-002

FUTURE LAND USE: MU-U, Mixed-Use Urban

DISTRICT: 5 **OVERLAY DISTRICT:** N/A

BCC MEETING DATE: 11/05/2015

SUBMISSION DATA:

REQUESTED REZONING:

FROM: HDMU, High Density Mixed-use district (25 du/acre) and Com, Commercial district (25 du/acre)

TO: Com, Commercial district (25 du/acre)

RELEVANT AUTHORITY:

- (1) Escambia County Comprehensive Plan
- (2) Escambia County Land Development Code
- (3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
- (4) Resolution 96-34 (Quasi-judicial Proceedings)
- (5) Resolution 96-13 (Ex-parte Communications)

APPROVAL CONDITIONS

Criterion a., LDC Sec. 2-7.2(b)(4)

Consistent with Comprehensive Plan

Whether the proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of the plan's provisions.

Comprehensive Plan (CPP) FLU 1.1.1 Development Consistency. New development and redevelopment in unincorporated Escambia County shall be

consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM).

CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Urban (MU-U) Future Land Use (FLU) category is intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Range of allowable uses include: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic. The minimum residential density is 3.5 dwelling units per acre and the maximum residential density is 25 dwelling units per acre.

FINDINGS

The proposed amendment to Commercial **is consistent** with the intent and purpose of Future Land Use category MU-U as stated in CPP FLU 1.3.1. The Future Land Use category of Mixed-Use Urban allows for a mix of residential and commercial development, consisting of residential, retail sales and services, professional office and light industrial uses. The subject parcel will utilize the existing roadway of Nine Mile Road and the infrastructure that is already in place.

Criterion b., LDC Sec. 2-7.2(b)(4)

Consistent with The Land Development Code

Whether the proposed amendment is in conflict with any portion of this Code, and is consistent with the stated purpose and intent of this Code.

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The commercial district allows for retail sales and services as well as single-family and two-family dwellings. The portion of this split zoned parcel that fronts Nine Mile Road is zoned commercial with the remainder HDMU. The rezoning would resolve the inconsistency and allow the commercial use to extend over the entire parcel.

Criterion c., LDC Sec. 2-7.2(b)(4)

Compatible with surrounding uses

Whether all land uses, development activities, and conditions allowed by the proposed zoning are compatible with the surrounding conforming uses, activities and conditions and are able to coexist in relative proximity to them in a stable fashion over time such that no use, activity, or condition negatively impacts another. The appropriateness of the rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the requested zoning.

FINDINGS

The proposed amendment is compatible with surrounding existing uses in the

area. Within the 500' radius impact area, staff observed properties with zoning districts HDMU, Com and MDR. The rezoning request will allow land uses that are similar to those adjacent parcels along the addressed street frontage, and will be able to coexist without creating a negative impact on neighboring properties and residential uses. Any new or expanding development must meet all buffering standards as well as other county land development regulations.

Criterion d., LDC Sec. 2-7.2(b)(4)

Changed conditions

Whether the area to which the proposed rezoning would apply has changed, or is changing, to such a degree that it is in the public interest to encourage new uses, density, or intensity in the area through rezoning.

FINDINGS

Staff found that a variance, V-2015-07, was approved for the parcel to the east across Westside Drive. Along Nine Mile Road in the area of the requested rezoning there is increasing growth and with the approval of this rezoning request, there will be expanded or new permitted uses that **should in no way** negatively impact the area.

Criterion e., LDC Sec. 2-7.2(b)(4)

Development patterns

Whether the proposed rezoning would contribute to or result in a logical and orderly development pattern.

FINDINGS

The proposed amendment **would result** in a logical and orderly development pattern. The site will utilize the existing ingress/egress from Nine Mile Road, which is an arterial roadway contributing to the existing development pattern.

Criterion f., LDC Sec. 2-7.2(b)(4) Effect on natural environment

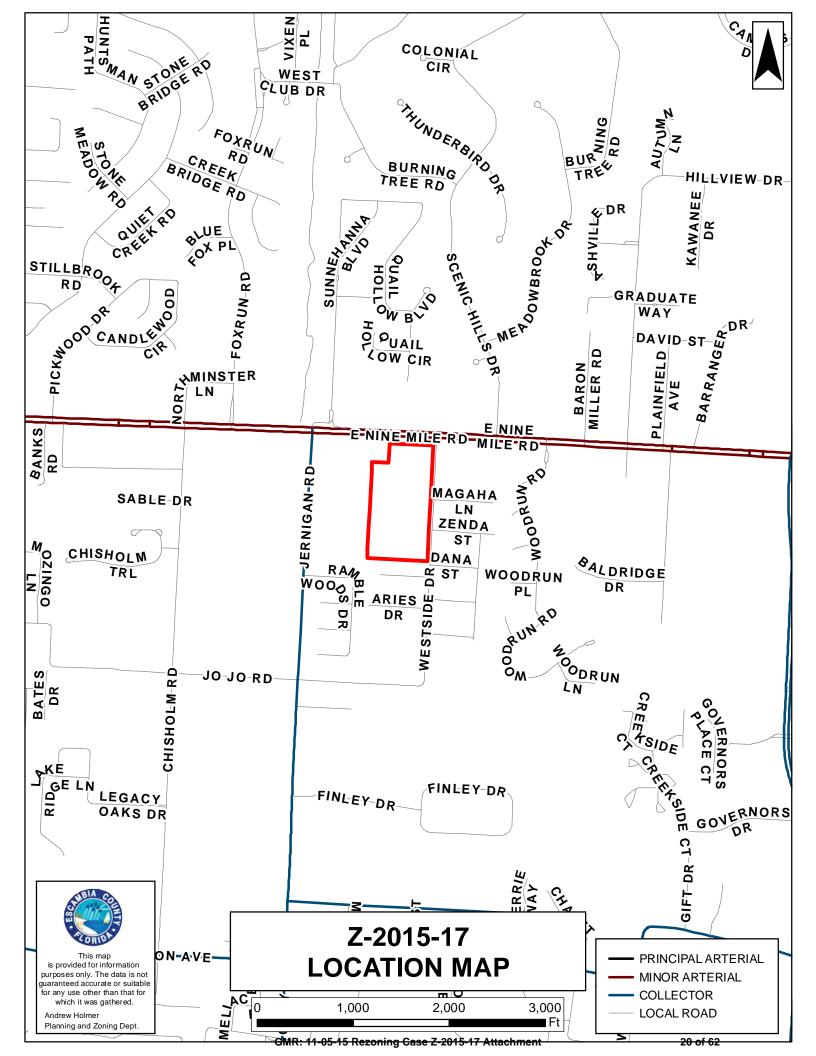
Whether the proposed rezoning would increase the probability of any significant adverse impacts on the natural environment.

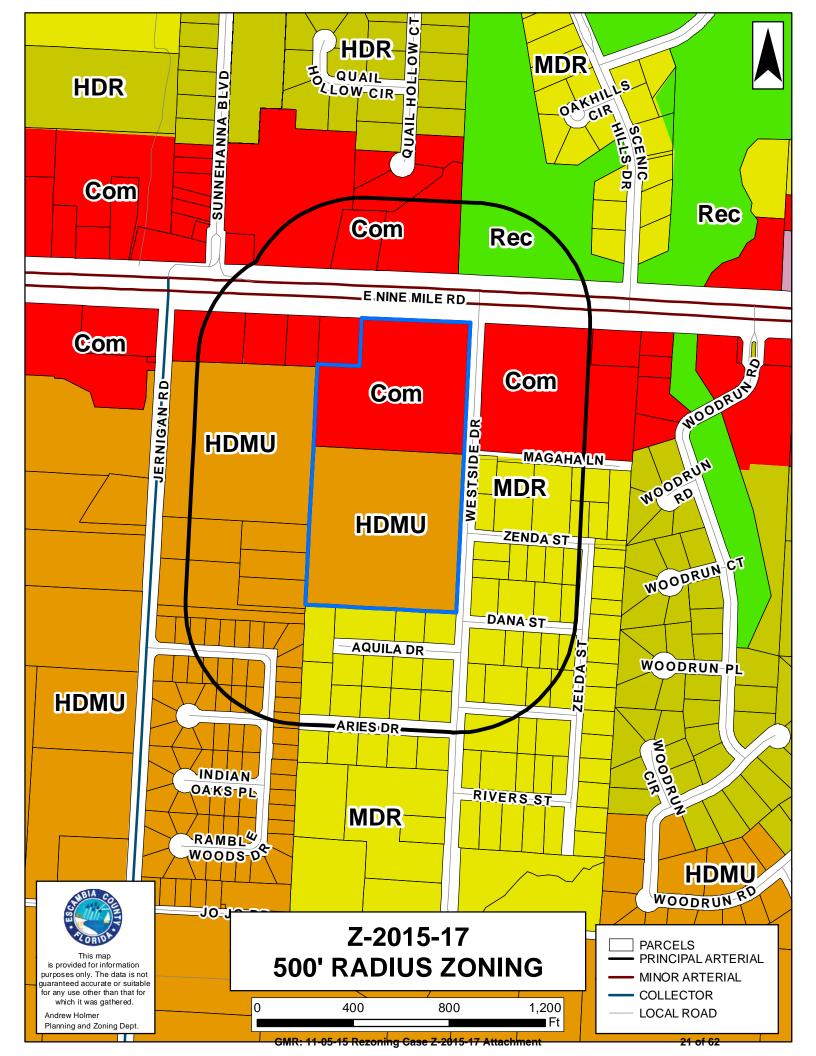
FINDINGS

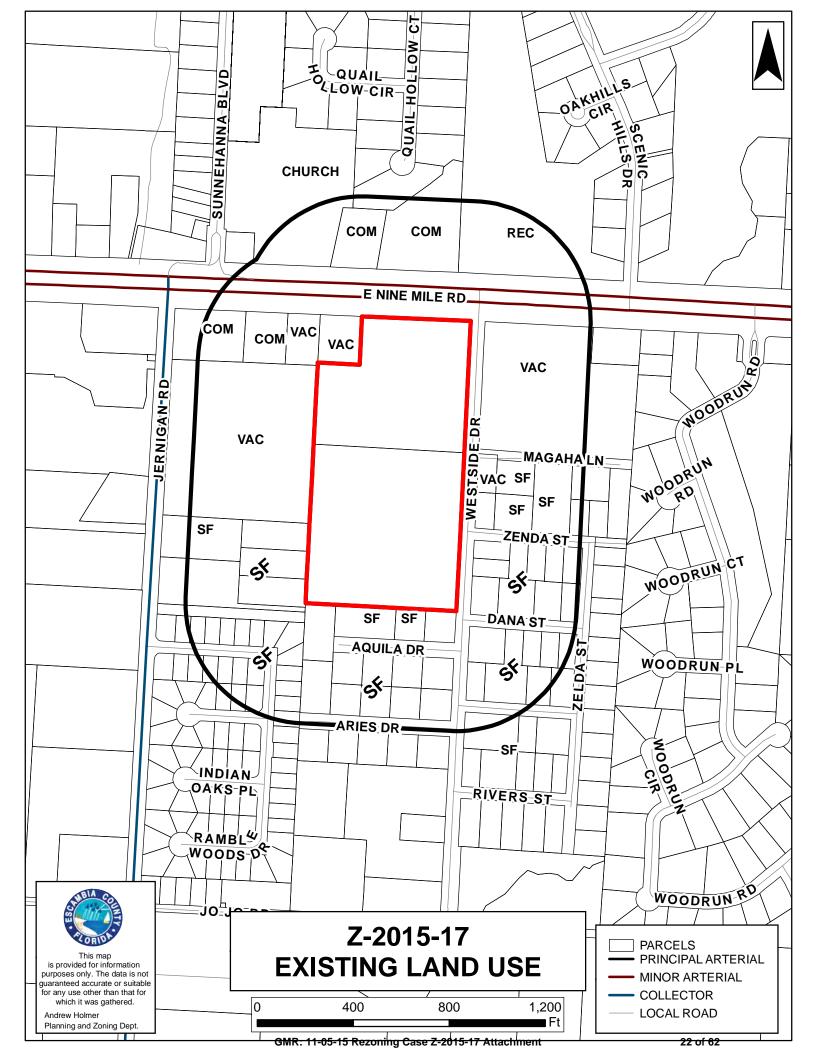
According to the National Wetland Inventory, wetlands and hydric soils **were not** indicated on the subject property. When applicable, further review during the Site Plan Review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

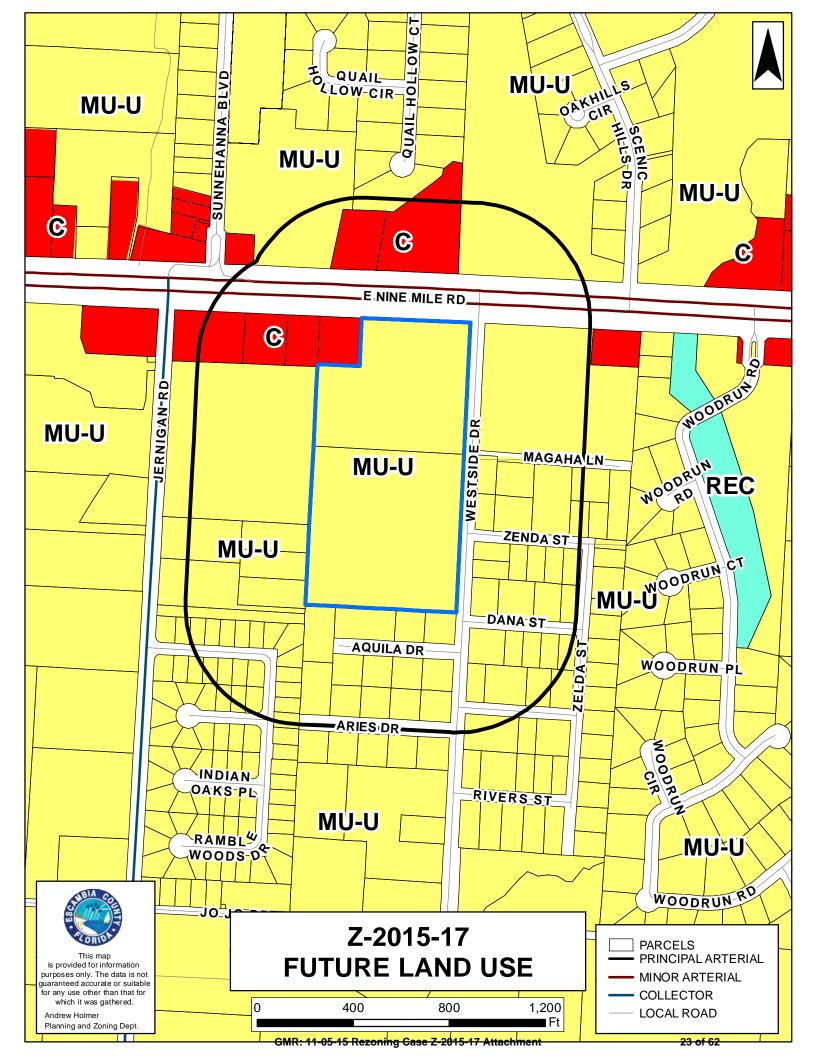
Attachments

<u>Z-2015-17</u>













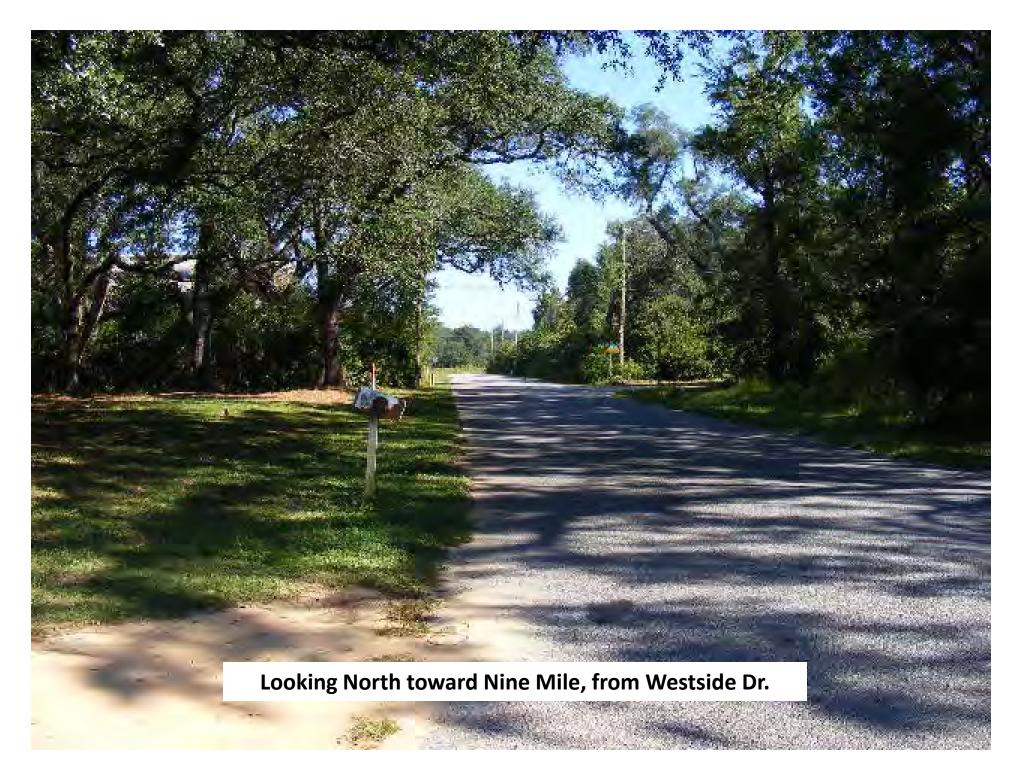














Development Services Department Escambia County, Florida

APPLICATION

	ATTEMATION	
Please check application type:	☐ Conditional Use Request for:	
☐ Administrative Appeal	☐ Variance Request for:	
☐ Development Order Extension		COM
Name & address of current owner(s) as sho	wn on public records of Escambia County, FL	
Owner(s) Name: Pen Air Federal Credit L	사람이 하는 점에 살아가게 되었다면 하다면 하는 것이 아니라 하는 것이 없어 하는 것이 어느 없다면 하는 것이다.	.505.3200
Address: 1495 E. Nine Mile Road, Pens	1 1101101	
	prizing an agent as the applicant and complete the Affida	vit of Owner and
Limited Power of Attorney form attached herein	1.	VIC OF OWNER and
Property Address: 1495 E. Nine Mile R		UV5 "
Property Reference Number(s)/Legal Description	_{on:} 13-1S-30-12011-30002	<u> </u>
By my signature, I hereby certify that:		
 I am duly qualified as owner(s) or authorize and staff has explained all procedures rela 	ed agent to make such application, this application is of n ting to this request; and	ny own choosing,
 All information given is accurate to the bes misrepresentation of such information will I any approval based upon this application; 	t of my knowledge and belief, and I understand that delib be grounds for denial or reversal of this application and/o and	erate r revocation of
 I understand that there are no guarantees refundable; and 	as to the outcome of this request, and that the application	n fee is non-
 I authorize County staff to enter upon the p inspection and authorize placement of a pu determined by County staff; and 	roperty referenced herein at any reasonable time for purpublic notice sign(s) on the property referenced herein at a	poses of site location(s) to be
 I am aware that Public Hearing notices (leg Pevelopment Services Bureau. 	al ad and/or postcards) for the request shall be provided	by the
1/2 Shere	Jonathan D. Green, Jr., E.I., jehle-halstead, inc.	8/11/2015
Signature of Owner/Agent	Printed Name Owner/Agent	Date
/		
Ignature of Owner	Printed Name of Owner	Date
STATE OF Florida	county of <u>Santa Ros</u>	a
The foregoing instrument was acknowledged be	efore me this 20 day of AUGUST	20/5.
	150	
Personally Known OR Produced Identification	ner. Type of Identification Produced: FIN 6656	0.400-90-UV
1	Patricia Tohnen	CIA JON
Signature of Notary	Printed Name of Notary	NOTARY OF
(notary seal must be affixed)	12	6.
OR OFFICE USE ONLY CA	SE NUMBER: 2-2015-17	y Commission Expires
Meeting Date(s): P3 10/6/15; "/5/15-B		10/10/2015
ees Paid: \$1,270.50 Receipt #:	Permit #: PRZ 1509 00015	1D 1981e 992604
	, online in 1 12 - 150 / 000 / 3	Di mic. S.
	West Park Place Pensacola, FL 32505	OF ELOP
(0	50) 595-3475 * FAX: (850) 595-3481	10/2012



FOR OFFICE USE:	
CASE #: 2-2015-17	_

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

3363 West Park Place Pensacola, FL 32505 (850) 595-3475 * FAX: (850) 595-3481

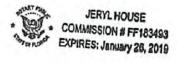


FOR OFFICE USE:

CASE #: 2-2015-17

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 149	5 E. Nine Mile Road, Pensacola, Fl	L 32504 ,
Florida, property reference number(s) 13	3-1S-30-12011-3 ⁻ 0002	*
I hereby designate jehle-halstead, inc.		_ for the sole purpose
of completing this application and makin		
XX Planning Board and the Board of Coureferenced property.	unty Commissioners to request a rezonii	ng on the above
☐ Board of Adjustment to request a(n)	on the ab	ove referenced property.
This Limited Power of Attorney is grante 215, and is effective until the Bo rendered a decision on this request and	ard of County Commissioners or the Bo	ard of Adjustment has
rescind this Limited Power of Attorney at	t any time with a written, notarized notice	e to the Development
Services Bureau.		
Agent Name: Jonathan D. Green, Jr., E.I., Address: 5414 Hwy 90, Milton, FL		
Signature of Property Owner	Mine D. Brewer Printed Name of Property Owner	B/II/IS Date
Signature of Property Owner	Printed Name of Property Owner	Date
STATE OF FLOTIE . The foregoing instrument was acknowledged before	COUNTY OF ESCANS:	
The foregoing instrument was acknowledged beforeby Nこんこう. Brewer	ore me this 11 th day of August	20 [5],
Personally Known X OR Produced Identification	Type of Identification Produced:	
Signature of Notary	Tend House Printed Name of Notary	(Notary Seal)



3363 West Park Place Pensacola, FL 32505 (850) 595-3475 * FAX: (850) 595-3481



September 9, 2015 150039

Escambia County Planning and Zoning 3363 West Park Place Pensacola, FL 32505

RE: Pen Air Federal Credit Union –1495 E. Nine Mile Road, Pensacola, FL 32504
Property ID #13-1S-30-12011-30002
Satisfaction of Rezoning Approval Conditions

To Whom It May Concern -

In support of our application for rezoning of the subject property from its current zoning of High Density Mixed Use (HDMU) to a proposed zoning of Commercial (Com), we offer the following responses to each of the conditions of approval.

<u>A. Consistent with Comprehensive Plan.</u> The proposed rezoning is consistent with the goals, objectives and policies of the Comprehensive Plan and not in conflict with any of its provisions.

The proposed rezoning from High Density Mixed Use (HDMU) to Commercial (Com) will not create any conflicts with the Comprehensive Plan. The Future Land Use (FLU) designation for the parcel to be rezoned is Mixed Use-Urban. Under this FLU and for non-residential uses, the maximum allowable Floor Area Ratio (FAR) is the same for both the current and proposed zoning categories. The maximum FAR is 2.0 and the use proposed by Pen Air Federal Credit Union (PAFCU) would constitute a FAR of approximately 0.1. The proposed use will be a facility associated with the existing PAFCU building located on the corner of Nine Mile Road and Westside Drive, north of the subject property. The proposed development will be an infill of the existing property with a compatible use which will serve as a very aesthetic transitional use from the commercial properties along Nine Mile Road to the single family residential uses to the south of the site. The low intensity use of the site will allow for the preservation of existing trees to serve as natural buffers between the commercial and residential uses.

<u>B. Consistent with LDC.</u> The proposed rezoning is consistent with the stated purposes and intent of the LDC and not in conflict with any of its provisions.

The primary intent of both the HDMU and Com zoning districts of the County is to provide for the codevelopment of mixed commercial uses with higher density residential uses. As such, the proposed rezoning will not conflict with the stated purpose of the Land Development Code (LDC) or its provisions. Both the existing and proposed zoning districts allow banking as an acceptable use with the only difference being the maximize size of facilities allowed to be constructed. Under HDMU zoning a 35,000 sq. ft. banking building can be developed as a conditional use. PAFCU did consider the possibility of constructing two 35,000 sq. ft. buildings and in consideration of the overall character of the subject property felt that a single 50,000 sq. ft. building would be less intrusive. Additionally a single building would provide more opportunities for preserving the natural beauty of the site, mitigate overall storm water impacts by reducing building and parking footprints and better maintain vegetated buffer areas adjacent to the residential properties along Westside Drive and common property lines to the south and west.

5414 Highway 90 • Milton, Florida 32571 • (850) 994-9503 • Fax (850) 994-9504 www.jehle-halstead.com

September 9, 2015 Pen Air Federal Credit Union – 1495 E. Nine Mile Road, Pensacola, FL 32504 Satisfaction of Rezoning Approval Conditions Page 2 of 3

With respect to site and building requirements, the allowable thresholds in the LDC are the same for HDMU and Com districts as far as Floor Area Ratio (FAR), structure height and lot area are concerned. Comparing HDMU to Com zoning there are slight differences between the allowable lot coverage and the minimum building setbacks. The low intensity development planned by PAFCU will not exceed 60% lot coverage and the building setback will be approximately 40 feet, both of which exceed the requirements of the proposed Com zoning regulations.

As far as locational criteria is concerned, both the HDMU and Com zoning requirements are met by infill development. The subject property will be joined with the PAFCU property to its north, allowing Nine Mile Road to serve as an arterial street to both the existing and planned PAFCU developments. The planned use of the subject parcel is infill growth, defined by compact development as opposed to strip commercial development.

<u>C. Compatibility.</u> All land uses, development activities, and conditions allowed by the proposed zoning are compatible with the surrounding conforming uses, activities and conditions and able to coexist in relative proximity to them in a stable fashion over time such that no use, activity, or condition negatively impacts another. The appropriateness of the rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the requested zoning. This condition shall not apply to any conditional uses of the proposed district or compatibility with nonconforming or unapproved uses, activities, or conditions.

Most of the land uses that are allowed in the proposed Com zoning district are also allowed in the existing HDMU district either as a standard or conditional use. The only exceptions are that light industrial uses such as warehousing and printing operations, agricultural uses such as food production, nurseries and veterinary clinics, and other miscellaneous uses such as billboards, parking garages and self-storage facilities, are allowed uses under Com zoning. PAFCU will be using the subject property for an extension of its existing adjoining banking operations, a use allowed in both HDMU and Com zoning districts. The only purpose of the proposed rezoning is to allow the construction of a single 50,000 sq. ft. building rather than multiple smaller buildings.

<u>D. Changed conditions.</u> The area to which the proposed rezoning would apply has changed, or is changing, to such a degree that it is in the public interest to encourage new uses, density, or intensity in the area through rezoning.

The general area along Nine Mile Road in proximity to the subject parcel has grown steadily over an extended period, including the development of a variety of commercial uses including general office space, small retail shops, large retail centers, restaurants and varying types of retail services. This trend seems to be continuing with the possible location of a Wal-Mart development on the corner of Nine Mile Road and Westside Drive immediately to the east of the subject property. It would be in the public interest to approve this rezoning so PAFCU can expand its operations at a single, existing PAFCU location rather than having to develop multiple and separate PAFCU sites. Impacts to public infrastructure will be minimized by doing this so that use of existing facilities can be maximized.

September 9, 2015 Pen Air Federal Credit Union – 1495 E. Nine Mile Road, Pensacola, FL 32504 Satisfaction of Rezoning Approval Conditions Page 3 of 3

<u>E. Development patterns.</u> The proposed rezoning would contribute to or result in a logical and orderly development pattern.

The proposed rezoning of the subject property will enhance the logical and orderly development of the site. Rezoning will allow the planned development to better serve as an extension of the existing PAFCU operations on the existing site to the north. Internal circulation of vehicular and pedestrian traffic will minimize impacts to adjoining rights-of-way. Sharing of common open spaces for the preservation of natural elements will be more effective. The low intensity use of the rezoned subject property will provide a gradual transitional use from the more intense commercial uses along Nine Mile Road to the single-family residential uses south on Westside Drive.

<u>F. Effect on natural environment.</u> The proposed rezoning would not increase the probability of any significant adverse impacts on the natural environment.

The rezoning of the subject property will not increase the probability of adverse impacts on the environment. Under both the existing HDMU zoning and the proposed Com classification the allowable FAR and maximum building height are the same, meaning the same total gross floor space could be built under either zoning. Under HDMU the typical maximum building size is 6,000 sq. ft., increasing to 35,000 sq. ft. with a conditional use approval. Under Com there is no maximum building size for retail uses. In that PAFCU desires to gain approximately 50,000 sq. ft. of floor space, it is more environmentally compatible to do this as one larger building rather than multiple smaller buildings based on the savings in construction materials, minimization of site impact area, reduction in energy consumption and the ability to optimize the placement of a single building on the subject site to maximize protection of trees and other natural features.

Pen Air recognizes there are environmentally sensitive areas on the site and the ESA's have already been formally identified in the field. The planned development will minimize and mitigate impacts to all ESA's through avoidance and preservation of natural buffers around such areas as required by local, state and federal code.

We hope this narrative has sufficiently addressed our burden of proving the proposed rezoning complies with the County's conditions for approval. If you require any additional information or clarification related to this discussion, please do not hesitate to contact me directly in my office at 850.994.9503 x107, on my cell phone at 850.293.8000 or by email at pjehle@jehle-halstead.com. Thank you for your consideration.

Sincerely,

D. Patrick Jehle, Jr., P.E.

Vice President / Operations Manager

Recorded in Public Records 11/21/2007 at 03:21 PM OR Book 6251 Page 301, Instrument #2007109755, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$10.00 Deed Stamps \$8575.00

This Document Prepared By and Return to: Edsel F. Matthews, Jr., 308 S. Jefferson Street Pensacola, FL 32502

Parcel ID Number: 1318301201130002

Warranty Deed

This Indenture, Made this 20th day of Westside 9.52, LLC, a Florida	of November limited liability	, 2007 A.D., company	Between
of the County of Santa Rosa Pen Air Federal Credit Union	, State of F1	orida	, grantor, an
whose address is: 1495 East Nine Mile	Road, Pensacola, FI	L 32514	
of the County of Escambia Witnesseth that the GRANTOR, for and in consideration and other good and valuable consideration to GRANT granted, bargained and sold to the said GRANTEE and of lying and being in the County of Escambia	OOLLARS (\$10) TOR in hand paid by GRANTEE, the GRANTEE'S heirs, successors and assi	e receipt whereof is here	by acknowledged, had described land, situate
Lots 13 and 14, Block 2, Sec Escambia County, Florida, Dee dBook 89, Page 274, of t	tion 13, Township 1 according to plat	South, Range	e 30 West, ivision in
Subject to restrictions, any, and taxes subsequent to	reservations and e	easements of	record, if

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

Norum

Signed, sealed and delivered in our presence:

Westside 9.52, LLC, a Florida limited liability company

Olin M. Belsinger, Jr., Manager

P.O. Address: 1311 Soundview Trail, Gulf Breeze, FL 32561

Mnw. Printed Name: \vuu\ta

Witness

Printed Name:

Witpless

STATE OF Florida COUNTY OF Santa Rosa

The foregoing instrument was acknowledged before me this 20th day of , 2007 November Olin M. Belsinger, Jr., Manager of Westside 9.52, LLC, a Florida limited liability company

he is personally known to me or he has produced his Florida driver's license as identification.

Lori Carponter Landnum Notary Public-State Of Florida sion Expires Oct. 27, 2010 m. No. DD600385

Printed Name: Notary Public My Commission Expires:

ECPA Home



Real Estate Tangible Property Sale Amendment 1/Portability
Search Search List Calculations

Back Printer Friendly Version Navigate Mode Account O Reference **General Information** Assessments 1315301201150002 Reference: Year Land Imprv Total Cap Val Account: 021723000 2015 \$821,100 \$3,933,465 \$4,754,565 \$4,754,565 \$821,100 \$3,907,114 \$4,728,214 \$4,728,214 PEN AIR FEDERAL CREDIT UNION 2014 Owners: NAVAL AIR STATION BLDG 3464 2013 \$821,100 \$3,763,488 \$4,584,588 \$4,584,588 Mail: 21 CUNNINGHAM ST PENSACOLA, FL 32508 Disclaimer Situs: 1495 E NINE MILE RD 32514 Use Code: FINANCIAL, BANK P Amendment 1/Portability Calculations Taxing COUNTY MSTU **Authority:** Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector 2015 Certified Roll Exemptions Legal Description LTS 15 16 BLK 2 OR 3922 P 310 S/D PLAT DB 89 P 274 Sales Data LESS OR 4 58 P 121/123/125 COUNTY RD R/W LESS OR Official 4729 P 592 BLOOMFIELD Sale Date Book Page Value Type Records (New Window) Extra Features ASPHALT PAVEMENT 02/1996 3922 310 \$450,000 WD View Instr CHAINI INK FENCE Official Records Inquiry courtesy of Pam Childers CONCRETE PAVING Escambia County Clerk of the Circuit Court and CONCRETE WALKS Comptroller **ELEVATOR** MASONRY WALL/FENCE PARKING LIGHT VAULT WOOD FENCE Parcel Launch Interactive Map Information Section Map Id: 13-15-30-1 Approx. Acreage: 7.1400 Zoned: P Com Evacuation & Flood Information Open Report View Florida Department of Environmental Protection(DEP) Data Buildings Address: 1495 E NINE MILE RD, Year Built: 1998, Effective Year: 1998

ECPA Home

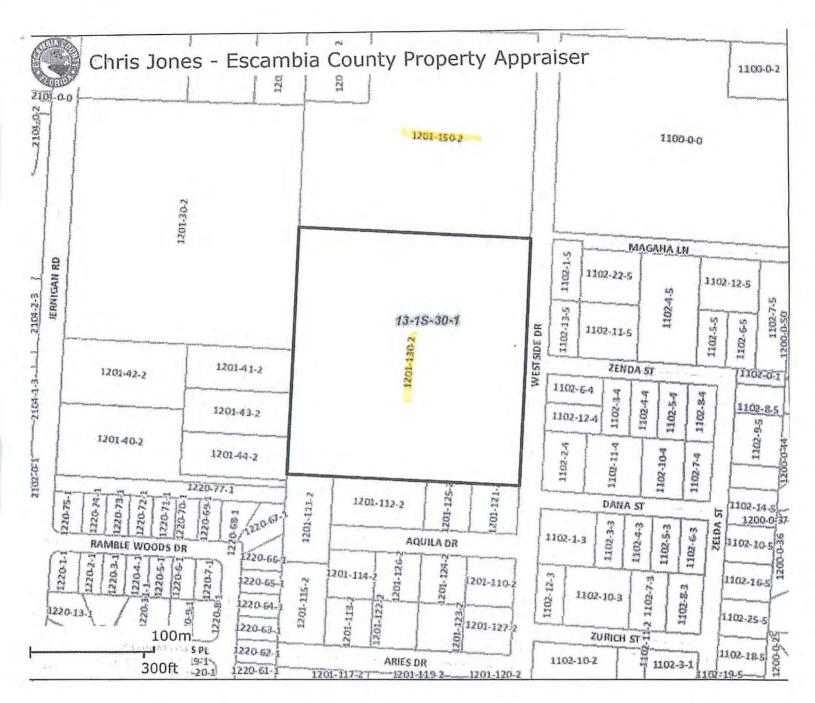


Real Estate Tangible Property Sale Amendment 1/Portability
Search List Calculations

Back Printer Friendly Version Account OReference Navigate Mode **General Information** Assessments Reference: 131S301201130002 Year Land Imprv Total Cap Val 021722000 2015 \$454,100 \$454,100 \$454,100 Account: \$0 Owners: PEN AIR FEDERAL CREDIT UNION 2014 \$454,100 \$0 \$454,100 \$454,100 Mail: 1495 E NINE MILE RD 2013 \$454,100 \$454,100 \$454,100 PENSACOLA, FL 32514 9021 WESTSIDE DR 32514 Situs: Disclaimer Use Code: VACANT COMMERCIAL Amendment 1/Portability Calculations Taxing COUNTY MSTU Authority: Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector Sales Data 2015 Certified Roll Exemptions Official None Records Sale Date Book Page Value Type (New Legal Description Window) LTS 13 14 BLK 2 S/D PLAT DB 89 P 274 OR 6251 P 301 11/20/2007 6251 301 \$1,225,000 WD View Instr OR 6217 P 71 BOUNDARY LINE AGREEMENT LE SS OR 04/2006 5893 445 \$850,000 WD View Instr 451 P 789 COUNTY RD R/W 02/1980 1417 531 \$100 WD View Instr Official Records Inquiry courtesy of Pam Childers Extra Features Escambia County Clerk of the Circuit Court and Comptroller Parcel Launch Interactive Map Information Section Map Id: 13-15-30-1 WAGAHA LN Approx. Acreage: 9.5600 Zoned: 🔎 HDMU ZENDAST WEST Evacuation & Flood Information Open Report DANA ST View Florida Department of Environmental Protection(DEP) Data Buildings Images







Source: Escambia County Property Appraiser

Navigate Mode

Account Reference

Restore Full Page Version

General Info	rmation
Reference:	131S301201130002
Account:	021722000
Owners:	PEN AIR FEDERAL CREDIT UNION
Mail:	1495 E NINE MILE RD PENSACOLA, FL 32514
Situs:	9021 WESTSIDE DR 32514
Use Code:	VACANT COMMERCIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window
	nk courtesy of Janet Holley nty Tax Collector

Assess				
Year	Land	Imprv	Total	Cap Val
2015	\$454,100	\$0	\$454,100	\$454,100
2014	\$454,100	\$0	\$454,100	\$454,100
2013	\$454,100	\$0	\$454,100	\$454,100
		Disclaime	r	
	Amendme	nt 1/Portabil	ity Calculati	ons

Official Records Sale Date Book Page Value Type (New Window) View 11/20/2007 6251 301 \$1,225,000 WD Instr View 04/2006 5893 445 \$850,000 WD Instr View

02/1980 1417 531 \$100 WD Instr Official Records Inquiry courtesy of Pam Childers

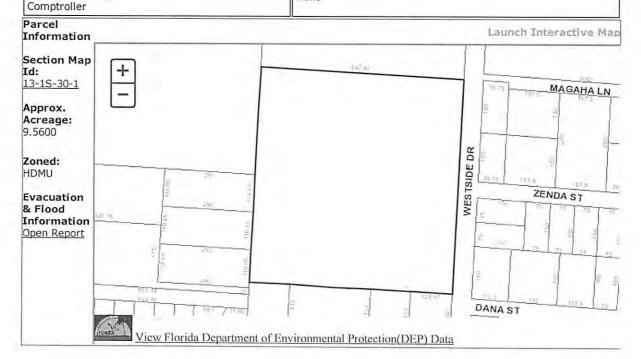
Escambia County Clerk of the Circuit Court and

2015 Certified Roll Exemptions

Legal Description

LTS 13 14 BLK 2 S/D PLAT DB 89 P 274 OR 6251 P 301 OR 6217 P 71 BOUNDARY LINE AGREEMENT LE SS OR 451 P 789 COUNTY RD R/W

Extra Features None



Buildings

Images

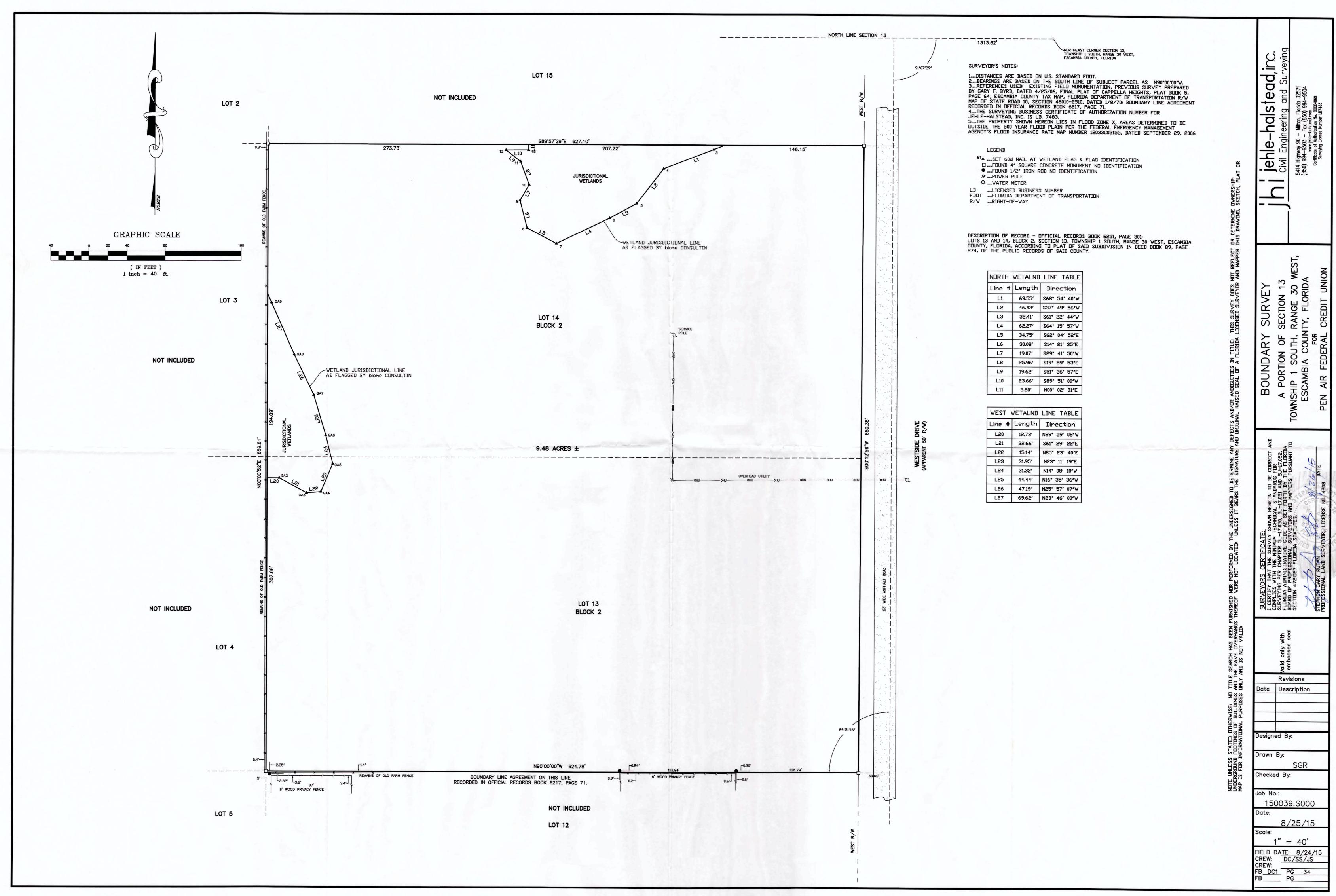






5/21/02

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



GMR: 11-05-15 Rezoning Case Z-2015-17 Attachment



Chris Jones, CFA

Escambia County Property Appraiser

Office Phone: (850) 434-2735 Website: escpa.org

Downtown Office 221 Palafox Place, Suite 300 Pensacola El 32502

Pensacola, FL 32502 Deeds Fax: (850) 434-2162 Molino Office 6440 Hwy 95-A, Suite B

Molino, FL 32577 Fax: (850) 587-3290 ECPA Form: Revised 3/2014

Effective for Tax Year 2016

Received by:

Date:

ENTERED BY .

AUG 1 8 2015

General Instructions for Combination and Split Requests

Prior legal approval from the appropriate zoning/planning/community development agency in your jurisdiction is required.

Your Escambia County Property Appraiser's Office does not issue determinations regarding the legality of split requests and will not advise owners on such matters

The Property Appraiser's Office strives to maintain excellence in customer service satisfaction and strives to prevent adverse affects that can occur once a Combination or Split Request is processed. All applicants should review the requirements prior to submitting such a request.

- > Only one request per year is permitted for any property included in a Combination or Split Request.
- > The deadline to submit a Combination or Split Request is June 1st of the current year.
- List all current parcel number(s) under the column titled Parcel Number.
- > Split Requests require that you submit a survey with a legal description which clearly defines the new property boundaries at the time of the request. This office will not create or draft property descriptions.
- Combination Requests do not require a survey, sketch or legal description. However, such documents are always beneficial and appreciated. Combination Requests are required to meet the following criteria:
 - All parcels must be titled in the same name(s) as of January 1st of the requesting year.
 - All parcels must lie in the same jurisdictional boundary, i.e., city or county limits.
 - All parcels must be contiguous.
 - This office may request a Homestead Affidavit be filed if the parcel(s) has two or more dwellings/living units.
 Our Office reserves the right to inspect and investigate the premises to confirm its status.
 - If one parcel is currently receiving the benefit of homestead exemption, the property owner(s) must file a new Homestead Application to add new lands to the original parcel. The first year in which the legal descriptions are "combined" shall constitute the base year for the new lands and any cap protection from prior years will reset at full market value.
- Forms must be signed by the current owner(s). Forms signed by "prospective buyers" will not be processed.
- You may fax or personally deliver the completed form and its attachments to the Downtown or Molino Office. You may schedule an appointment with a Mapping Department staff member by calling the office.

Please allow 3-9 weeks to completely process your request. Our processing time should not hinder the sale of a parcel. You may use the fully executed form to provide information for permitting, closings, etc. Our Office will review and pre-issue a new parcel number(s) as quickly as possible. Questions regarding applications submitted to the Downtown office should be directed to Debby Cooper, ext. 123. Questions regarding applications submitted to Molino office should be directed to Lisa Arredondo, ext. 203.

The Property Appraiser's Office makes no representations or guarantees of the usability of a parcel once a Combination or Split request is completed. Property owner(s) should contact any lenders or mortgagors to verify the request is permitted by the lien holder.

Should you have any questions or concerns, please contact our Office at (850) 434-2735.

"Our mission is to place the public first while providing prompt, efficient service in a friendly, professional manner."

ECPA Form Revised 3/2014

Page 1 of 4



Chris Jones, CFA

Escambia County Property Appraiser
221 Palafox Place, Suite 300 • Pensacola, FL 32502
Phone (850) 434-2735

Website: escpa.org

2016	

Date Received .	'
Received by:	

IMPORTANT NOTICE

Pursuant to Florida Statute 197.192, the Property Appraiser's Office will not split or combine parcels until all taxes due have been paid to the Tax Collector's Office.

It should be noted that a Combination or Split request processed by the Property Appraiser's Office is for appraisal purposes only and does not imply legality of the land division being requested, nor the legality for such parcel(s) to be conveyed via land title, nor the suitability for such parcel(s) to be developed. Applicants should contact the appropriate land development, zoning and planning agency within your jurisdiction for questions concerning current and future property development regulations.

HOMES1	FEAD and NON-HOMESTEAD PROP [Note: If this section is not com		
I or We, und	erstand that combining or splitting property may	y affect the property's cap	oped value resulting in an increase in my/our
	ire to reverse the process in the future, the "cap	value" will not be restored	to its former value.
decrease par	lerstand that combining additional lands to a proceed value. The homestead "cap" will remain on some scap will reset at full market value. This will reset at full market value.	the original homestead p	parcel. According to Florida Statute, the newly
A CAST PAR TO SE	nowledge that I/we have read the foregoing cand consequences of this request by initialing an		
ren	Pen Air Federal creek union by: MARK D. Brewer, S	s, J.P.	
Initials	Printed Name of Owner	Initials	Printed Name of Owner
Initials	Printed Name of Owner	Initials	Printed Name of Owner

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Chris Jones, CFA

Escambia County Property Appraiser
221 Palafox Place, Suite 300 • Pensacola, FL 32502
Phone: (850) 434-2735

Website: escpa.org

ECPA Form: Revised 3/2014

Year: 2016

Page 2 of 4

Parcel Split-Out and Combination Request

	Co	mbination Request	
Parcel Status	Homestead	Parcel Number	Folio Number
Vac Impr	Yes / No	131S301201150002	
Vac O Impr	Yes / No	131S301201130002	
Vac O Impr	Yes / No		
		Split-Out Request	10 3 7 4
Parcel Status	Survey/Legal	Parent Parcel Number	Folio Number
○ Vac ○ Impr	Yes / No		
lew Parcel Identification	Number (issued by the N	fapping Department):	
Parcel Status	Survey/Legal	Parent Parcel Number	Folio Number

[&]quot;Our mission is to place the public first while providing prompt, efficient service in a friendly, professional manner."



MI

Chris Jones, CFA

Escambia County Property Appraiser
221 Palafox Place, Suite 300 • Pensacola, FL 32502
Phone: (850) 434-2735

Website: escpa.org

ECPA Form: Revised 3/2014

Year: 2016

Page 3 of 4

PROPERTY APPRAISER TO BE HELD HARMLESS

[Note: If this section is not completed by all owners, the request will not be processed.]

It is the responsibility of the owner(s) to ensure that any and all tax amounts, prior and current, on any parcels involved in a combination or split request are paid in full to the Tax Collector. This agency is not responsible for any delinquent taxes, penalties, interest or fees which can occur and accrue due to negligence on the part of the property owner(s) or other interested parties involved with the said request.

Furthermore, if the property is encumbered by a mortgage or lien, it is the owner's responsibility to seek approval from the mortgagor or lien holder **prior** to submitting any changes to the property involving a split or combination request.

By all owner(s) signing below, I/we acknowledge I/we have read and understand all the aforementioned guidelines, potential consequences and requirements and have availed ourselves of the opportunity to seek clarification and obtain additional information or counsel prior to this action being taken.

Owner:	Mars. 1 Deur	_		Owner:		
	Signature				Signature	
	Mork D. Brewer	Seniar	vice Freidens			
	Print Name				Print Name	
	850-505-3200	x- 8401	8/11/15			
	Daytime Phone	- ī	Date		Daytime Phone	Date
0						
Owner:	Signature			Owner:	Signature	
	Print Name				Print Name	
	Daytime Phone	ī	Date		Daytime Phone	Date

[&]quot;Our mission is to place the public first while providing prompt, efficient service in a friendly, professional manner."



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Escambia County Property Appraiser
221 Palafox Place, Suite 300 • Pensacola, FL 32502
Phone: (850) 434-2735

Website: escpa.org

ECPA Form: Revised 3/2014

Year: 2016

Page 4 of 4

Zoning Review

[Note: If this section is not completed by the appropriate agency, the request will not be processed.]

As an agent of the appropriate jurisdictional agency where the parcel(s) exist in Escambia County Florida, I have reviewed this request from the parcel owner(s) and made the following determination:

☐ The Split Request is consistent with current zo	oning for the affected parcel(s).
☐ The Split Request is not consistent with current reason(s):	nt zoning for affected parcels for the following
The Combination Request is consistent with cu The Combination Request is not consistent with following reason(s):	rrent zoning for the affected parcel(s). The current zoning for the affected parcels for the
	view or approval of any development or the confirmation of any all information on these issues may be obtained by contacting the addresses and telephone numbers below. City of Pensacola Planning Division
3363 West Park Place	222 West Main Street, 5th Floor, City Hall
(850) 595-3475	(850) 435-1670
Agent: Signature Signature DANDAM U, WNS	Title: Ween Donner II Date: 8/18/15 Phone: 850/595-3584
Email Address	

"Our mission is to place the public first while providing prompt, efficient service in a friendly, professional manner."



Development Services Department Building Inspections Division

3363 West Park Place Pensacola, Florida, 32505 (850) 595-3550 Molino Office - (850) 587-5770

RECEIPT

Receipt No.: **644264** Date Issued.: 09/01/2015

Cashier ID: CASTILLS

Application No.: PRZ150900015

Project Name: Z-2015-17

Address: 5414 HIGHWAY 90

Milton, FL, 32571

PAYMENT INFO			
Method of Payment	Reference Document	Amount Paid	Comment
Check			
	142192	\$1,270.50	App ID : PRZ150900015
		\$1,270.50	Total Check

Received From: PEN AIR FEDERAL CREDIT UNION

Total Receipt Amount: \$1,270.50

Change Due: \$0.00

APPLICATION INFO			
Application #	Invoice #	Invoice Amt	Balance Job Address
PRZ150900015	735306	1,270.50	\$0.00 9021 WESTSIDE DR, PENSACOLA, 32514
Total Amount :		1,270.50	\$0.00 Balance Due on this/these Application(s) as of 9/8/2015

Receipt.rpt Page 1 of 1



Development Services Department 3363 West Park Place, Pensacola, FL 32505 (850) 595-3475 - Phone (850) 595-3481 - FAX www.myescambia.com

Escambia County Planning Board Public Hearing Speaker Request Form

Please Print Clearly

Meeting Date: 10/0/15			
Rezoning Quasi-judicial Hearing Regular Planning Board Meeting			
Rezoning Case #: Z-2015 OR Agenda Item Number/Description:			
In Favor Against			
*Name: Blanda D. S.			
*Address: 1404 Aquila De *City, State, Zip: Pensagla +1,32514			
Email Address: pgScottol @ att. net Phone: 850-324-0398			
Please indicate if you:			
would like to be notified of any further action related to the public hearing item.			
do not wish to speak but would like to be notified of any further action related to the public hearing item.			
All items with an asterisk * are required.			
Chamber Rules			

- 1. All who wish to speak will be heard and granted uniform time to speak (normally 3 5 minutes).
- 2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
- 3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
- 4. Please keep your remarks BRIEF and FACTUAL.
- 5. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk
- 6. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
- 7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.



Development Services Department 3363 West Park Place, Pensacola, FL 32505 (850) 595-3475 - Phone (850) 595-3481 - FAX www.myescambia.com

Escambia County Planning Board Public Hearing Speaker Request Form

Please Print CI	<u>early</u>	
Meeting Date: 10/6/15		
Rezoning Quasi-judicial Hearing Reg	gular Planning Board Meeting	
	enda Item Number/Description:	
Against	<u>.</u>	
*Name: Mark Brewer - Pen Air FCU		
*Address: 1495 E. Nine mile 12d *City, St	ate, Zip: Pendeluk, FL 323/4	
Email Address: Drevera Pencir. org	Phone: 505-3200	
Please indicate if you: would like to be notified of any further action related to the public hearing item. do not wish to speak but would like to be notified of any further action related to the public hearing item.		
All items with an asterisk * are required.		
Ch D	-1	

Chamber Rules

- 1. All who wish to speak will be heard and granted uniform time to speak (normally 3 5 minutes).
- 2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
- 3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
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- 7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.



Development Services Department 3363 West Park Place, Pensacola, FL 32505 (850) 595-3475 - Phone (850) 595-3481 - FAX www.myescambia.com

Escambia County Planning Board Public Hearing Speaker Request Form

Please Print Clearly

Meeting Date: 19/6/15	
Rezoning Quasi-judicial Hearing	Regular Planning Board Meeting
Rezoning Case #: <u>2-2015-17</u> OR	Agenda Item Number/Description:
In FavorAgainst	
*Name: <u>James Rogers</u>	
*Address: 1500 Zenda St	*City, State, Zip: Pew, FL 325/4
Email Address: Pete 3050@ hell south.	wet Phone: 850-477-5630
Please indicate if you: would like to be notified of any further action related to do not wish to speak but would like to be notified of an	
All items with an asterisk * are required.	

Chamber Rules

- 1. All who wish to speak will be heard and granted uniform time to speak (normally 3 5 minutes).
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- 4. Please keep your remarks BRIEF and FACTUAL.
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Development Services Department 3363 West Park Place, Pensacola, FL 32505 (850) 595-3475 - Phone (850) 595-3481 - FAX www.myescambia.com

Escambia County Planning Board Public Hearing Speaker Request Form

Please Print Clearly

Meeting Date: 10/0/15	
Rezoning Quasi-judicial Hearing	Regular Planning Board Meeting
Rezoning Case #: 2 - 2515-17 OR	Agenda Item Number/Description:
In FavorAgainst	
*Name: Melissa Wilson	
*Address: 0016 Westside Dr	*City, State, Zip: Pensacsa Fl 325 14
Email Address: Jacques 780 grail	.com Phone: 850 776 (e463
Please indicate if you:	
would like to be notified of any further action related	to the public hearing item.
do not wish to speak but would like to be notified of a	any further action related to the public hearing item.
All items with an asterisk * are required.	
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Escambia County Planning Board Public Hearing Speaker Request Form

Please Print Clearly

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Escambia County Planning Board Public Hearing Speaker Request Form

Please Print Clearly

Meeting Date: 10 - 16 - 15		
Rezoning Quasi-judicial Hearing Regular Planning Board Meeting		
Rezoning Case #: Z10 -15-17 OR Agenda Item Number/Description:		
In Favor Against		
*Name: EDCUALD J JOHNSON		
*Address: 1409 AQUILA DK *City, State, Zip: PENSACOLA \$1.32514		
Email Address: 5/2 4766@ ATT: NET Phone: 850 542 7896		
Please indicate if you:		
would like to be notified of any further action related to the public hearing item.		
do not wish to speak but would like to be notified of any further action related to the public hearing item.		
All items with an asterisk * are required.		
Chamber Rules		

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Escambia County Planning Board Public Hearing Speaker Request Form

Please Print Clearly

Meeting Date: 10-6-15		
Rezoning Quasi-judicial Hearing		Regular Planning Board Meeting
Rezoning Case #: 210-15-17	OR	Agenda Item Number/Description:
In Favor Against		
*Name: Sherry Johns	010	
*Address: 1409 Aguil # De: Email Address: Sherry 47660 A	*ci	ty, State, Zip: <u>PEDSACUA</u> , 71 32514. Phone: 850-542-7896
Please indicate if you: would like to be notified of any further action related to the public hearing item. do not wish to speak but would like to be notified of any further action related to the public hearing item.		
All items with an asterisk * are required.		
	Oh	D.d

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Escambia County Planning Board Public Hearing Speaker Request Form

Please Print Clearly

Meeting Date: 10-6.15	
Rezoning Quasi-judicial Hearing Re	gular Planning Board Meeting
Rezoning Case #: $\frac{2 - 1015 - 17}{}$ OR Ag	enda Item Number/Description:
In Favor Against	
*Name: JAMES L. JOHASSA	
*Address: 8907 WELTSIDE OR *City, S	State, Zip:
Email Address:	Phone: 332-6237
Please indicate if you: would like to be notified of any further action related to the put do not wish to speak but would like to be notified of any further All items with an asterisk * are required.	
***************************************	********************

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Development Services Department 3363 West Park Place, Pensacola, FL 32505 (850) 595-3475 - Phone (850) 595-3481 - FAX www.myescambia.com

Architect Escambia County Planning Board **Public Hearing** Speaker Request Form

Please Print Clearly

Meeting Date: 10/06/15		
Rezoning Quasi-judicial Hearing	Regular Planning Board Meeting	
Rezoning Case #: Z - 2015-17 OR	Agenda Item Number/Description:	
In FavorAgainst		
*Name: DAVID PINDER		
*Address: 4534 WHIS PER WAY *Cit Email Address: dipinder & ball souff Please indicate if you:		
would like to be notified of any further action related to the public hearing item. do not wish to speak but would like to be notified of any further action related to the public hearing item.		
All items with an asterisk * are required.		
******************************	**************************************	

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Escambia County Planning Board Public Hearing Speaker Request Form

www.myescambia.com
Escambia County Planning Board Public Hearing Speaker Request Form
Please Print Clearly
Meeting Date: 10-6-30/5
Rezoning Quasi-judicial Hearing Regular Planning Board Meeting
Rezoning Case #: Z/0/9-17 OR Agenda Item Number/Description:
In Favor Against *Name: Peggy Cuttis
*Address: 1405 Aguila DR. *City, State, Zip: Pensacola, Fl. 32514
Email Address: PEARY CURTIS 728@ yAhao Phone: 850-477-6149
Please indicate if you:
would like to be notified of any further action related to the public hearing item. do not wish to speak but would like to be notified of any further action related to the public hearing item.
All items with an asterisk * are required.

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Development Services Department 3363 West Park Place, Pensacola, FL 32505 (850) 595-3475 - Phone (850) 595-3481 - FAX www.myescambia.com

Escambia County Planning Board Public Hearing Speaker Request Form

Please Print Clearly

meeting Date:
Rezoning Quasi-judicial Hearing Regular Planning Board Meeting
Rezoning Case #: Z-201517 OR Agenda Item Number/Description:
In Favor Against
*Name: BAYAN BARNET
*Address: 90H WESTSIDE DR *City, State, Zip: PENSACOLA F1. 32514
Email Address: beiAN 1 bANNET @ AT. NET Phone: 850. 466.3726
Please indicate if you:
would like to be notified of any further action related to the public hearing item.
do not wish to speak but would like to be notified of any further action related to the public hearing item.
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Chamber Bules

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BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Development Services Department 3363 West Park Place, Pensacola, FL 32505 (850) 595-3475 - Phone (850) 595-3481 - FAX www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Meeting Date: 10/6/15

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-ZOIS-17

Against

*Name: In Favor Against

*Address: SIII HIGHWAY 90

*City, State, Zip: Microw, FL, 32571

Email Address: PARICK DIH MAIL COM

Phone: 850.994, 9503 x107

Please indicate if you:

would like to be notified of any further action related to the public hearing item.

do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk * are required.

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 are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open
 speech between the two parties.

Z-2015-18

	ESCAMBIA COUNTY PLANNING BOARD RE		
_	93		95
1	standards, then it becomes the responsibility of Pen	1	Board of County Commissioners based on staff's
2	Air to bring that situation into concurrence.	2	findings.
3	Having not looked at it I can't state with certainly	3	MR. BRISKE: Okay. Accepting the
4	whether it goes one way or another. But again, I	4	Findings-of-Fact and the testimony. Thank you, sir.
10:39AM 5	offer my assurances to the Board and particularly	10:42AM 5	Do we have a second?
6	the residences that no detail will go unlooked and	6	MR. PYLE: Second.
7	their concerns will be heeded by Pen Air. Unless	7	MR. BRISKE: Any further discussion? All those
8	the Board has any further questions, I have no	8	in favor, say aye.
9	further comment.	9	(Board Members vote.)
10:39AM 10	MR. BRISKE: Thank you, sir. Any questions for	10:42AM 10	MR. BRISKE: Opposed?
11	Mr. Jehle?	11	(Notal)
12	Staff, anything that else that you wish to add?	12	MR. W.S.K. The bit in a fries unanimously.
13	MR. PYLE: I just was going to say to the	13	(Motion passed unanimously.)
14	residences it's obvious in that area it's scheduled	14	MR. BRISKE: I would encourage all of the
10:39AM 15	or targeted for a growth deal of growth. I think	10:42AM 15	neighbors to stay involved in the DRC process and I
16	everybody is in agreement that Pen Air has been a	16	would encourage the engineer and Pen Air to continue
17	great corporate neighbor. I may suggest, without	17	to work with their neighbors so that everybody can
18	inflicting more cost upon the owner, that it may	18	get along. I like to see that, when everybody works
19	help facilitate the other steps in your process	19	together, so we would encourage you to continue to
10:40AM 20	towards a development order in doing perhaps a	10:42AM 20	work. Thank you, sir.
21	presentation without, you know, as much detail as	21	MR. JEHLE: I thank the Board for their time
22	you can. I think one of the women that spoke	22	and service. Thank you very much.
23	mentioned I saw the future use	23	(Conclusion of Case Z-2015-17. The transcript
24	so much for the neighbor if they could see on a	24	continues on Page 96.)
10:40AM 25	slide what is proposed by Mr. and possibly	25	* * *
	850.434.5954/800.321.5954 - REPORTA NO AYLO REPOR INGSERVICES.COM		850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM
_	94	1	96 * * *
1	elen will the rive no being accounted for as	2	CASE NO: Z-2015-18
2	much as provide. Just a suggestion.	_	
3	R. JEHLE: Apart, I don't speak directly for	3	Applicant: John F. And Mae H. Dean, Owners
4	Pen Air, understanding of their kind of modus	4	Address: 4850 Mobile Highway
10:40AM 5	operandi is that they do engage with the surrounding		. .
6		_	Property
-	people, and exactly their point, that helps things	5	Size: 0.859 (+/- acres)
7	people, and exactly their point, that helps things go smoother for them to engage residents and	5 6	• •
8	people, and exactly their point, that helps things go smoother for them to engage residents and surrounding properties early and share the design	6	Size: 0.859 (+/- acres) From: Com, Commercial district (25 du/acre) To: HC/LI-NA, Heavy Commercial and Light Industrial district, designation prohibiting
8 9	people, and exactly their point, that helps things go smoother for them to engage residents and surrounding properties early and share the design process.		Size: 0.859 (+/- acres) From: Com, Commercial district (25 du/acre) To: HC/LI-NA, Heavy Commercial and Light Industrial district, designation prohibiting the subsequent establishment of any bars,
8 9 10:41AM 10	people, and exactly their point, that helps things go smoother for them to engage residents and surrounding properties early and share the design process. MR. JONES: And the decision is sill up to the	6	Size: 0.859 (+/- acres) From: Com, Commercial district (25 du/acre) To: HC/LI-NA, Heavy Commercial and Light Industrial district, designation prohibiting
8 9 10:41AM 10 11	people, and exactly their point, that helps things go smoother for them to engage residents and surrounding properties early and share the design process. MR. JONES: And the decision is sill up to the Board and to the BBC. I can rest assured that	6 7 8	Size: 0.859 (+/- acres) From: Com, Commercial district (25 du/acre) To: HC/LI-NA, Heavy Commercial and Light Industrial district, designation prohibiting the subsequent establishment of any bars, nightclubs, or adult entertainment uses on the rezoned property. (Dwelling unit density limited to vested
8 9 10:41AM 10 11 12	people, and exactly their point, that helps things go smoother for them to engage residents and surrounding properties early and share the design process. MR. JONES: And the decision is sill up to the Board and to the BBC. I can rest assured that whatever type of development comes through, whatever	6	Size: 0.859 (+/- acres) From: Com, Commercial district (25 du/acre) To: HC/LI-NA, Heavy Commercial and Light Industrial district, designation prohibiting the subsequent establishment of any bars, nightclubs, or adult entertainment uses on the rezoned property.
8 9 10:41AM 10 11 12 13	people, and exactly their point, that helps things go smoother for them to engage residents and surrounding properties early and share the design process. MR. JONES: And the decision is sill up to the Board and to the BBC. I can rest assured that whatever type of development comes through, whatever the project is, that in this particular case I would	6 7 8	Size: 0.859 (+/- acres) From: Com, Commercial district (25 du/acre) To: HC/LI-NA, Heavy Commercial and Light Industrial district, designation prohibiting the subsequent establishment of any bars, nightclubs, or adult entertainment uses on the rezoned property. (Dwelling unit density limited to vested
8 9 10:41AM 10 11 12 13 14	people, and exactly their point, that helps things go smoother for them to engage residents and surrounding properties early and share the design process. MR. JONES: And the decision is sill up to the Board and to the BBC. I can rest assured that whatever type of development comes through, whatever the project is, that in this particular case I would definitely make sure that our traffic people sit	6 7 8 9 10 11	Size: 0.859 (+/- acres) From: Com, Commercial district (25 du/acre) To: HC/LI-NA, Heavy Commercial and Light Industrial district, designation prohibiting the subsequent establishment of any bars, nightclubs, or adult entertainment uses on the rezoned property. (Dwelling unit density limited to vested residential development.) MR. BRISKE: We have one more case and it does
8 9 10:41AM 10 11 12 13 14 10:41AM 15	people, and exactly their point, that helps things go smoother for them to engage residents and surrounding properties early and share the design process. MR. JONES: And the decision is sill up to the Board and to the BBC. I can rest assured that whatever type of development comes through, whatever the project is, that in this particular case I would definitely make sure that our traffic people sit on the Board for the DRC and I will definitely make	6 7 8 9 10 11 12	Size: 0.859 (+/- acres) From: Com, Commercial district (25 du/acre) To: HC/LI-NA, Heavy Commercial and Light Industrial district, designation prohibiting the subsequent establishment of any bars, nightclubs, or adult entertainment uses on the rezoned property. (Dwelling unit density limited to vested residential development.) MR. BRISKE: We have one more case and it does not appear that there are a lot of speakers signed
8 9 10:41AM 10 11 12 13 14 10:41AM 15 16	people, and exactly their point, that helps things go smoother for them to engage residents and surrounding properties early and share the design process. MR. JONES: And the decision is sill up to the Board and to the BBC. I can rest assured that whatever type of development comes through, whatever the project is, that in this particular case I would definitely make sure that our traffic people sit on the Board for the DRC and I will definitely make sure that our traffic people take a look at this	6 7 8 9 10 11	Size: 0.859 (+/- acres) From: Com, Commercial district (25 du/acre) To: HC/LI-NA, Heavy Commercial and Light Industrial district, designation prohibiting the subsequent establishment of any bars, nightclubs, or adult entertainment uses on the rezoned property. (Dwelling unit density limited to vested residential development.) MR. BRISKE: We have one more case and it does
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8 9 10:41AM 10 11 12 13 14 10:41AM 15 16 17 18 19 10:41AM 20 21 22 23	people, and exactly their point, that helps things go smoother for them to engage residents and surrounding properties early and share the design process. MR. JONES: And the decision is sill up to the Board and to the BBC. I can rest assured that whatever type of development comes through, whatever the project is, that in this particular case I would definitely make sure that our traffic people sit on the Board for the DRC and I will definitely make sure that our traffic people take a look at this issue from Jehle Halstead, for any development, not just to focus on Pen Air, but any development we will look at the traffic that's going on West Side. MR. BRISKE: Okay. Any other questions or comments from Board members? The Chair will entertain a motion. (Motion by Mr. Wingate.)	6 7 8 9 10 11 12 13 14 10:43AM 15 16 17 18 19 10:43AM 20 21 22 23	Size: 0.859 (+/- acres) From: Com, Commercial district (25 du/acre) To: HC/LI-NA, Heavy Commercial and Light Industrial district, designation prohibiting the subsequent establishment of any bars, nightclubs, or adult entertainment uses on the rezoned property. (Dwelling unit density limited to vested residential development.) MR. BRISKE: We have one more case and it does not appear that there are a lot of speakers signed up for it, so we'll go ahead and move directly into that case. Our last case for the day is Case Z-2015-18, John and Mae Dean, the owners, 4850 Mobile Highway, .859 acres, Commercial District to HC/LI-NA, Heavy Commercial and Light Industrial District. Designating prohibiting the subsequent establishment of any bars, nightclubs or adult entertainment uses on the rezoned property. Member of the Board, I'll ask if there's been any ex parte communication between you, the agents, attorneys, witnesses, Planning Board members or the

1 relative or business associate of any of the 2 parties. 2 parties. 2 rezoning hearing package and finding 3 MS. HIGHTOWER: No to all the above. 3 MR. DEAN: I did.	
2 parties. 2 rezoning hearing package and finding	99
3 MS. HIGHTOWER: No to all the above. 3 MR. DEAN: 1 did.	ngs?
4 MR. PYLE: No, but I am familiar with the 4 MR. BRISKE: Do you understa	
10:43AM 5 property. 10:46AM 5 burden of providing substantial com	
6 MR. BRISKE: The Chairman. No to all. 6 that the rezoning is consistent with	
7 MR. TATE: No to all. 7 furthers the goals, objectives and p	
8 MR. WINGATE: No to all, but I did visit the 8 plan and is not in conflict with the I	Land
9 site. 9 Development Code?	
10:43AM 10 MR. RUSHING: No to all. 10:46AM 10 MR. DEAN: I do.	
11 MR. BRISKE: Thank you. Staff, was a notice of 11 MR. BRISKE: Thank you, sir.	
12 the hearing sent to all interested parties? 12 MR. TATE: Mr. Chairman, can	I ask before we
13 MS. CAIN: Yes, it was. 13 proceed any further if there's anybo	ody here to speak
14 MR. BRISKE: Was that notice also posted on the 14 from the general public in regard to	this matter?
10:44AM 15 subject property? 10:46AM 15 MR. BRISKE: I call for anyone	to speak on this
16 MS. CAIN: Yes, it was. 16 case, Z-2015-18. I do not have any	y public speakers
17 MR. BRISKE: Mr. Dean, if you don't have any 17 signed up. Seeing none from the a	udience.
18 opposition, we'll allow them to present the maps and 18 MR. TATE: Mr. Dean, we have	e the ability based
19 photography. He's indicated he's okay with that, so 19 on the fact that there's no people h	nere to speak on
10:44AM 20 go ahead. 10:47AM 20 this, to deal directly with you and a	sk you a few
21 (Presentation of Maps and Photography.) 21 questions and see if we can't move	this out of here.
22 MS. CAIN: Z-2015-18, 4815 Mobile Highway. The 22 We've had the opportunity to review	w Staff's
23 location map showing the parcel. This is the aerial 23 Findings-of-Fact, as you have. Whi	ile it's up to you
24 and the wetland photography showing the parcel on 24 to present your Findings-of-Fact, do	
10:44AM 25 Mobile Highway. This is the existing land use 10:47AM 25 staff's findings, that they're consiste	_
850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM 850.434.5954/800.321.5954 - REPORTERS@TAYLORRE	PORTINGSERVICES.COM
98	100
showing the parcel and the surrounding area of the categories?	
2 existing land use. Future Land Use Map showing the 2 MR. DEAN: I'm a switch hitter	down here today.
3 property as being commercial. And the 500-foot 3 My wife was handling this and origi	inally filed this.
4 radius map showing the commercial parcel. This is 4 I am the owner of the property.	
4 radius map showing the commercial parcel. This is 4 I am the owner of the property.	
radius map snowing the commercial parcei. This is 4 I am the owner or the property. 10:44am 5 an our public hearing sign posted on the site. 10:47am 5 MR. TATE: Right. You're liste	d as the
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5 an our public hearing sign posted on the site. 6 This is looking west. This is looking 7 southwest across Mobile Highway. This is looking 7 MR. TATE: Right. You're lister 6 applicant. 7 MR. DEAN: She is on the Perd	lido Key
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	101		103
1	Commercial to Heavy Commercial and Light Industrial	1	That ends the staff's findings. So staff was
2	NA.	2	in agreement that it did meet all the six criteria.
3	The Criterion (1), consistency with the	3	MR. BRISKE: Thank you, Allyson.
4	Comprehensive Plan. Staff did find that it was	4	MR. TATE: Mr. Dean, would you come back to the
10:48AM 5	consistent with both the intent and purpose of the	10:51AM 5	microphone? One thing I want to say, you know, your
6	Future Land Use category of Commercial, that they do	6	wife is not here so, therefore, her voice won't be
7	allow uses such as retail services, professional	7	heard at the next meeting so it's going to be the
8	offices and light industrial.	8	record of this meeting.
9	And over the course of research we found that	9	MR. DEAN: I understand.
10:48AM 10	previous activities on the subject parcel did have	10:51AM 10	MR. TATE: What we've done is we've just asked
11	some already existing commercial uses and it would	11	the staff to review their Findings-of-Fact, which
12	promote the effective use of the existing roadways,	12	we've already been supplied with. They have
13	utilities and infrastructure, and that it would be	13	indicated that their Findings-of-Fact, that your
14	compatible with all the other specific uses and	14	application is consistent with those. So what we
10:49AM 15	definitions in the Comprehensive Plan.	10:51AM 15	would need you to do is to state whether or not you
16	Criterion B, consistent with the Land	16	would be in agreement with and accept their
17	Development Code. The staff did find that the	17	Findings-of-Fact as the basis for granting or
18	proposed amendment is consistent with the Land	18	allowing this zoning.
19	Development Code. The parcel is located along an	19	MR. DEAN: I would.
10:49AM 20	arterial roadway, Mobile Highway, and the area is	10:51AM 20	(Motion by Mr. Tate.)
21	commercially it's really intense commercial and	21	MR. TATE: Mr. Chairman, with that in mind,
22	the permitted uses under the zoning would be	22	could I move that we accept Staff's Findings-of-Fact
23	compatible with the existing characteristics in the	23	and recommend to the Board of County Commissioners
24	area. The parcel does not abut any residential	24	the change from Commercial to Heavy Commercial and
10:49AM 25	zoning districts.	10:52AM 25	Light Industrial with a nonalcoholic designation for
	850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM		850.434.5954/800.321.5954 - REPORTERS@TAYLORREPORTINGSERVICES.COM
	102		104
1	Criterion C, compatible with surrounding uses.	1	case number Z-2015-18?
2	It is compatible with the surrounding uses. There	2	MR. BRISKE: We have a motion. Do we have a
_			
3	were zoning districts of medium density, residential	3	second?
3 4	were zoning districts of medium density, residential and commercial. The staff identified roughly 26	3 4	
3 4 10:49AM 5	and commercial. The staff identified roughly 26		second? MR. WINGATE: Second.
4		4	second?
4 10:49AM 5	and commercial. The staff identified roughly 26 single-family residences, a mobile home, 18 commercial properties and a stormwater management	4 10:52AM 5	second? MR. WINGATE: Second. MR. BRISKE: Second. Any further discussion?
4 10:49AM 5 6	and commercial. The staff identified roughly 26 single-family residences, a mobile home, 18	4 10:52AM 5 6	second? MR. WINGATE: Second. MR. BRISKE: Second. Any further discussion? All those in favor, say aye. (Board members vote.)
4 10:49AM 5 6 7	and commercial. The staff identified roughly 26 single-family residences, a mobile home, 18 commercial properties and a stormwater management pond that's operated by Florida Department of	4 10:52AM 5 6 7	second? MR. WINGATE: Second. MR. BRISKE: Second. Any further discussion? All those in favor, say aye.
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Planning Board-Rezoning

5. D.

Meeting Date: 10/06/2015 **CASE:** Z-2015-18

APPLICANT: John F. and Mae H. Dean, Owners

ADDRESS: 4850 Mobile Hwy

PROPERTY REF. NO.: 15-2S-30-1000-001-037

FUTURE LAND USE: C, Commercial

DISTRICT: 2 **OVERLAY DISTRICT:** N/A

BCC MEETING DATE: 11/05/2015

SUBMISSION DATA:

REQUESTED REZONING:

FROM: Com, Commercial district (25 du/acre)

TO: HC/LI-NA, Heavy Commercial and Light Industrial district, designation prohibiting the subsequent establishment of any bars, nightclubs, or adult entertainment uses on the rezoned property. (Dwelling unit density limited to vested residential development.)

RELEVANT AUTHORITY:

- (1) Escambia County Comprehensive Plan
- (2) Escambia County Land Development Code
- (3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
- (4) Resolution 96-34 (Quasi-judicial Proceedings)
- (5) Resolution 96-13 (Ex-parte Communications)

APPROVAL CONDITIONS

Criterion a., LDC Sec. 2-7.2(b)(4)

Consistent with Comprehensive Plan

Whether the proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of the plan's provisions.

Comprehensive Plan Policy (CPP) Future Land Use (FLU) 1.1.1 Development

Consistency. New development and redevelopment in unincorporated Escambia County will be consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM).

CPP FLU 1.3.1 Future Land Use Categories. The Commercial (C) category is intended for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development.

CPP FLU 1.5.1 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed-Use Suburban (MU-S), Mixed-Use Urban (MU-U), Commercial and Industrial FLU districts categories (with the exception of residential development).

FINDINGS

The proposed amendment to HC/LI-NA **is consistent** with the intent and purpose of the Commercial FLU category, as stated in CPP FLU 1.1.1. The range of allowed uses provides for retail and services, professional office and light industrial. Staff has reviewed previous activities at the location of the subject parcel and conclude that the proposed site redevelopment would promote the efficient use of existing roads, utilities and infrastructure, meeting the requirements of CPP 1.5.1. Compatibility with other specific sections of the Comprehensive Plan will be addressed once the applicant submits a project to the Site Plan Review process.

Criterion b., LDC Sec. 2-7.2(b)(4)

Consistent with The Land Development Code

Whether the proposed amendment is in conflict with any portion of this Code, and is consistent with the stated purpose and intent of this Code.

Sec. 3-2.10 Commercial district (Com).

(a) Purpose. The Commercial (Com) district establishes appropriate areas and land use regulations for general commercial activities, especially the retailing of commodities and services. The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts. To maintain compatibility with surrounding uses, all commercial operations within the Commercial district are limited to the confines of buildings and not allowed to produce undesirable effects on surrounding property. To retain adequate area for commercial activities, new and expanded residential development within the district is limited, consistent with the Commercial (C) future land use category.

Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).

- (a) Purpose. The Heavy Commercial and Light Industrial (HC/LI) district establishes appropriate areas and land use regulations for a complementary mix of industrial uses with a broad range of commercial activities. The primary intent of the district is to allow light manufacturing, large-scale wholesale and retail uses, major services, and other more intense uses than allowed in the Commercial district. The variety and intensity of non-residential uses within the HC/LI district is limited by their compatibility with surrounding uses. All commercial and industrial operations are limited to the confines of buildings and not allowed to produce undesirable effects on other property. To retain adequate area for commercial and industrial activities, other uses within the district are limited.
- **(e) Location criteria.** All new non-residential uses proposed within the HC/LI district that are not part of a planned unit development or not identified as exempt by district regulations shall be on parcels that satisfy at least one of the following location criteria:
- (1) Proximity to intersection. Along an arterial street and within one-quarter mile of its intersection with an arterial street.
- **(2) Site design.** Along an arterial street, no more than one-half mile from its intersection with an arterial street, and all of the following site design conditions:
- a. Not abutting a RR, LDR or MDR zoning district
- b. Any intrusion into a recorded residential subdivision is limited to a corner lot
- c. A system of service roads or shared access is provided to the maximum extent feasible given the lot area, lot shape, ownership patterns, and site and street characteristics.
- d. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.
- e. Location in an area where already established non-residential uses are otherwise consistent with the HC/LI, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.
- (3) Documented compatibility. A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria, and the proposed use will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:
- a. The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.
- b. If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the Community Redevelopment Agency (CRA).
- (f) Rezoning to HC/LI.
- (1) Generally. Heavy Commercial and Light Industrial zoning may be established

only within the Mixed-Use Urban (MU-U), Commercial (C), or Industrial (I) future land use categories. The district is appropriate to provide transitions between areas zoned or used for commercial and areas zoned or used for industrial. The district is suitable for areas able to receive bulk deliveries by truck in locations served by major transportation networks and able to avoid undesirable effects on nearby property and residential uses. Rezoning to HC/LI is subject to the same location criteria as any non-residential use proposed within the HC/LI district.

(2) HC/LI-NA designation. Any applicant for rezoning to the HC/LI zoning district may request a HC/LI-NA designation prohibiting the subsequent establishment of any bars, nightclubs, or adult entertainment uses on the rezoned property. The request shall be in the form of a notarized affidavit that acknowledges this use restriction and affirms that it is a voluntary request. Once approved according to the rezoning process of Chapter 2, the HC/LI-NA zoning designation and its prohibitions shall apply to the property, regardless of ownership, unless the parcel is rezoned.

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The parcel is located along Mobile Hwy, an arterial roadway and part of the local transportation network. The area along Mobile hwy is commercially intense and the permitted uses under the zoning would be compatible with the existing commercial character of the area; the parcel does not abut any residential zoning districts. All of the specific development standards will be analyzed once the applicant submits a project for review.

Criterion c., LDC Sec. 2-7.2(b)(4)

Compatible with surrounding uses

Whether all land uses, development activities, and conditions allowed by the proposed zoning are compatible with the surrounding conforming uses, activities and conditions and able to coexist in relative proximity to them in a stable fashion over time such that no use, activity, or condition negatively impacts another. The appropriateness of the rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the requested zoning.

FINDINGS

The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts Medium Density Residential and Commercial. During the site visit staff identified 26 single family residences, one mobile home, 18 commercial properties and one stormwater management pond parcel owned by FDOT.

Criterion d., LDC Sec. 2-7.2(b)(4)

Changed conditions

Whether the area to which the proposed rezoning would apply has changed, or is changing, to such a degree that it is in the public interest to encourage new uses, density, or intensity in the area through rezoning.

FINDINGS

Staff **found changed** conditions that would impact the amendment or property(s). The property received a Conditional Use approval, Case CU-2007-11, on June 2007 for the sale of used automobiles.

Criterion e., LDC Sec. 2-7.2(b)(4)

Development patterns

Whether the proposed rezoning would contribute to or result in a logical and orderly development pattern.

FINDINGS

The proposed amendment **would** result in a logical and orderly development pattern. The parcel's location is compatible with the established criteria and requirements for rezoning to HC/LI-NA. The Mobile Highway corridor is heavily traveled and commercially populated, making the area a prime location for business development. Although all of the supporting infrastructure is available the site is currently been underutilized. The amendment would permit for additional uses and could provide infill development of similar intensity as the existing commercial activities of the surrounding properties.

Criterion f., LDC Sec. 2-7.2(b)(4) Effect on natural environment

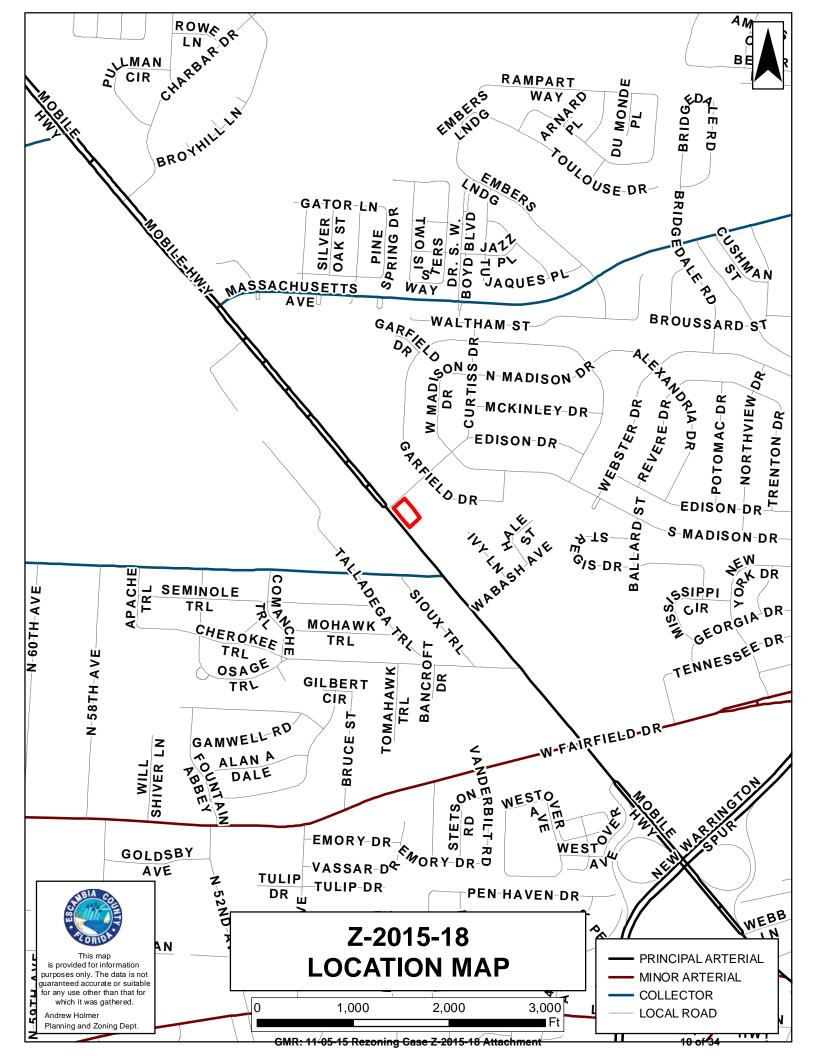
Whether the proposed rezoning would increase the probability of any significant adverse impacts on the natural environment.

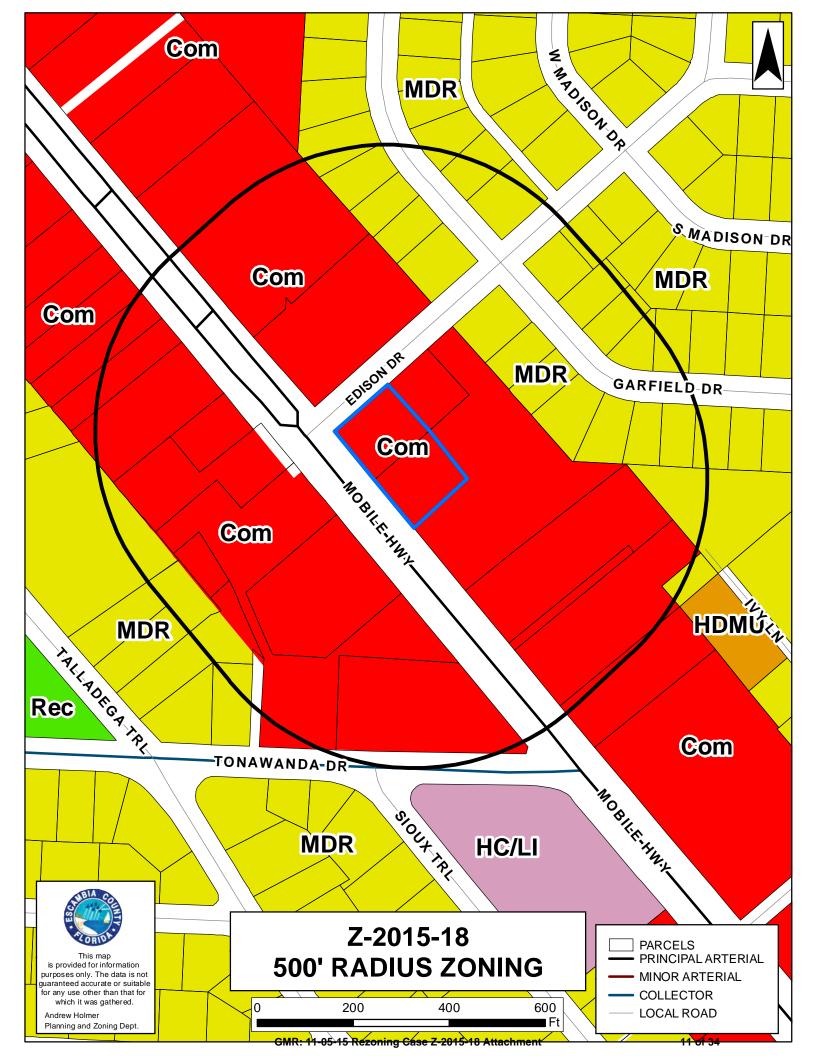
FINDINGS

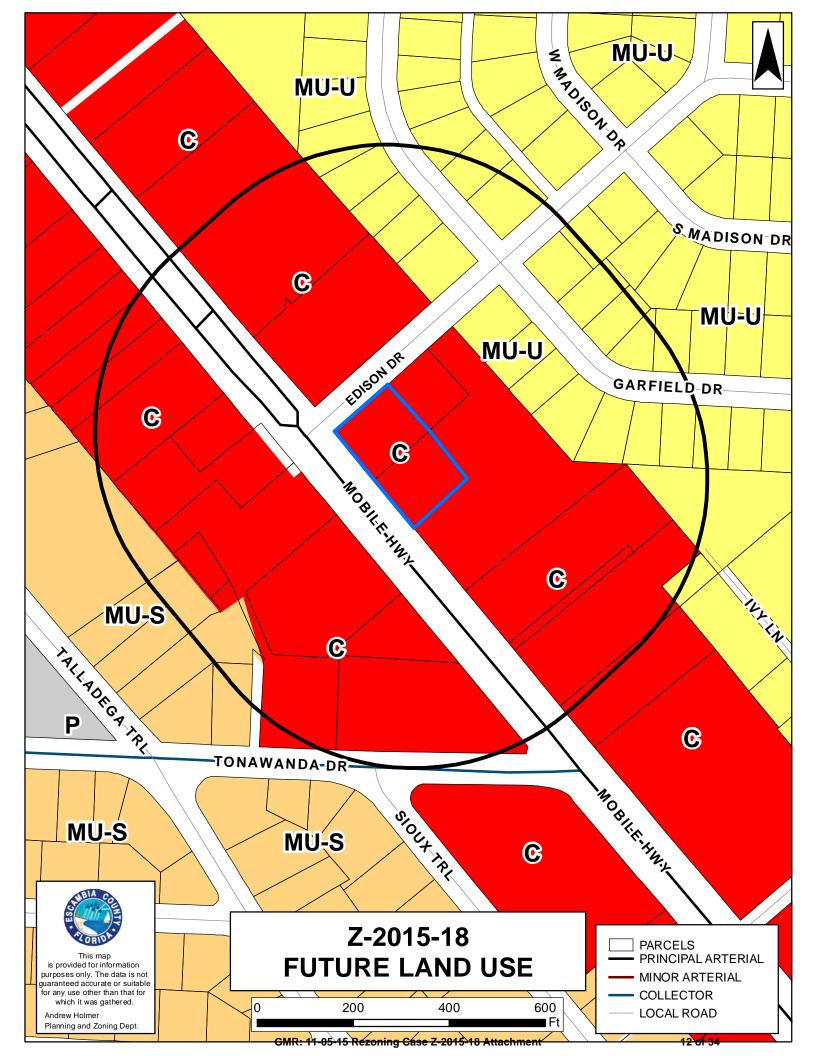
According to the National Wetland Inventory, wetlands and hydric soils were not indicated on the subject property. When applicable, further review during the Site Plan Review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

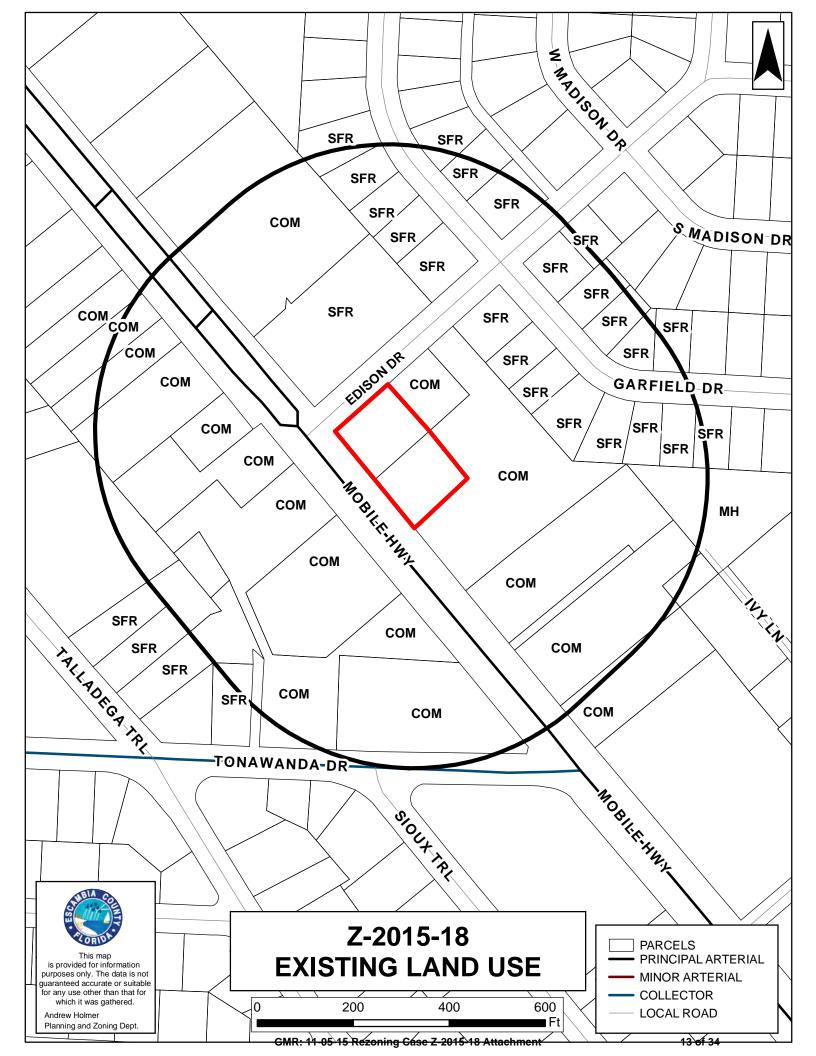
Attachments

<u>Z-2015-18</u>































Rezoning- 4850 Mobile Hwy

DEAN Realty Co, Ivc., and John: MAE Dean, are requesting a zowing change for 4850 Mobile Hwy. The property is zoved Commercial and we are requesting a change to HC/LI.

The proposed rezoning is consistant with the Comprehensive Plan.

The proposed rezoning is consistant with the hand Development Code.

The proposed rezoning is compatible with the other businesses on Mobile Hwy. It will not be un consistant with the surrounding property.

No conditions have changed on Mobile Hwy.

This zoning change is a logical deschapement

for Mobile Hay. There will not be any effect on the natural

environment.

Thank you for your for general Rezoning Case 2-2015-18 Attachment, May 65 of 34 au

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Sille	APPLICATION	
Please check application type:	☐ Conditional Use Request for:	
☐ Administrative Appeal	☐ Variance Request for:	
☐ Development Order Extension	Rezoning Request from: Com to: L	IC/LINA
Owner(s) Name: MAE DEAM	own on public records of Escambia County, FL 3 - DEAN REALTY Phone: 98 6 Pens. Fl. 3252 Email: MAEHD	
☐ Check here if the property owner(s) is auth Limited Power of Attorney form attached here	norizing an agent as the applicant and complete the Affidavit	
	tion: 152530-1000-001-03	7
By my signature, I hereby certify that: 1) I am duly qualified as owner(s) or authori	zed agent to make such application, this application is of my	own choosing,
and staff has explained all procedures re	lating to this request; and est of my knowledge and belief, and I understand that delibe Il be grounds for denial or reversal of this application and/or	rate
I understand that there are no guarantee refundable; and	s as to the outcome of this request, and that the application	fee is non-
inspection and authorize placement of a determined by County staff; and	property referenced herein at any reasonable time for purpopublic notice sign(s) on the property referenced herein at a l	ocation(s) to be
 I am aware that Public Hearing notices (I Development Services Bureau. 	egal ad and/or postcards) for the request shall be provided t	by the
Mae Aleav Signature of Owner/Agent	MAE H. DEAN Printed Name Owner/Agent	9-2-15 Date
Signature of Owner	John F. DEAN Printed Name of Owner	9.2.15 Date
STATE OF Florida	country of Escambia	
The foregoing instrument was acknowledged by Mae Dean	before me this 30 day of September	20 15. SHANNON AUBREY LEBL
Personally Known X OR Produced Identification Manual Line Signature of Notary (notary seal must be affixed)	Shannon Aubrey Le don's	MY COMMISSION #FF009 EXPIRES April 17, 2017 FloridaNotaryService.com
Meeting Date(s): B 10/6; BCC 11/5 Fees Paid: \$ 1,270.50 Receipt #:	CASE NUMBER: 2-2015-18 Accepted/Verified by: A Cam Permit #: PRZ 15 6900016	

3363 West Park Place Pensacola, FL 32505 (850) 595-3475 * FAX: (850) 595-3481

CASE #: Z-2015-18

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only
Property Reference Number(s): 152530 - 1000 · 001 - 037
Property Address: 4850 Mobile Hwy
I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.
I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.
I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:
a. The necessary facilities or services are in place at the time a development permit is issued.
b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.
d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.
e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.
I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS DAY OF DAY OF, YEAR OF
March Dean MAE H. DEAN 9-2-15 Signature of Property Owner Printed Name of Property Owner Date
Signature of Property Owner Tohn F DEAU Printed Name of Property Owner Date

FOR OFFICE USE:	
CASE #: Z-	2015-18

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 48		
Florida, property reference number(s) 150	2530100000	1037
I hereby designate		for the sole purpose
of completing this application and making a p	presentation to the:	
☐ Planning Board and the Board of County referenced property.	Commissioners to request a	a rezoning on the above
☐ Board of Adjustment to request a(n)	0	n the above referenced property
This Limited Power of Attorney is granted on	thisday of	the year of,
, and is effective until the Board	of County Commissioners of	r the Board of Adjustment has
rendered a decision on this request and any	appeal period has expired.	The owner reserves the right to
rescind this Limited Power of Attorney at any	,	
Services Bureau.		
Agent Name:	Email:	
Address:	Phor	ne:
Signature of Property Owner	Printed Name of Property Owner	Date
Signature of Property Owner	Printed Name of Property Owner	Date
STATE OF	COUNTY OF	LINGS TO SECURITION OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PART
The foregoing instrument was acknowledged before m	ne thisday of	20,
by	V.	
Personally Known ☐ OR Produced Identification ☐. ☐		-200 July 2 Tree 32 TV
Signature of Notary	Printed Name of Notary	(Notary Seal)
SIGNALUIC OF NOTAL A		



FOR OFFICE USE:

CASE #: Z-2015-18

AFFIDAVIT OF ACKNOWLEDGEMENT

As applicant for rezoning of the property lo	ocated at 4850 Mobile Hwy	
Escambia County, Florida, property re	eference number(s) 15-2S-30-1000-	001-037
I affirm this to	be a voluntary request and hereby acknowledge	owledge if
this parcel is designated HC/LI-NA, then r	notwithstanding any other provision of LD0	C Chapter 3
Sec. 3-2.11, bars, nightclubs, and adult er	ntertainment uses shall be prohibited uses	s for this
parcel.		
Applicant Name: MAE H DE Address: 13396 Govgor Signature of Applicant Signature of Property Owner	Email: MAE H DE Phone 850 Printed Name of Applicant Printed Name of Property Owner	EAD 4926 ya 982-5715 10-10-13 Date Date
STATE OF Florida	COUNTY OF Escambia	
The foregoing instrument was acknowledge	ged before me this <u>10t</u> day of <u>Sept.</u> 2	20_15,
by Mae Dean		
Personally Known Or Produced Identification (Notary Seal) Signature of Notary	Printed Name of Notary KIM L. WILSON MY COMMISSION # EE 189756	FU DU

EXPIRES: April 16, 2016 Bonded Thru Budget Notary Services

		SSED VALUE MILLA	REM TAXES AND NON-AD VA	REFERENCE NUMBER
	AND DESCRIPTION OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF	STATE OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY		0-1000-001-037
05-5538-000	36	ee below	15255	J-1000-001-037

2014 Real Estate 0071345.0000

OFFICE (850) 438-6500 Ext. 3252

- 02077 / 01952 1-8870 JMS51756 ALG NWL\
DEAN REALTY CO
PO BOX 17266 See Tax Re

4850 MOBILE HWY BEG AT INTER OF NELY LI OF H/W AND W LI OF SEC 15 SELY ALG NWLY LI OF H/W 157 See Tax Roll for extra legal.

AD VALOREM TAXES

NON-AD VALOREM ASSESSMENTS

AD VALOREM TAXES					
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY PUBLIC SCHOOLS	6.6165	77,255		77,255	511.16
By Local Board	2.0850	77,255		77,255	161.08
By State Law	5.2370	77,255		77,255	404.58
WATER MANAGEMENT	0.0390	77,255		77,255	3.01
SHERIFF	0.6850	77,255		77,255	52.92
M.S.T.U. LIBRARY	0.3590	77,255		77,255	27.73

RETAIN THIS PORTION FOR YOUR RECORDS

ESCAMBIA COUNTY TAX COLLECTOR * P.O. BOX 1312 * PENSACOLA, FL 32591-1312

TOTAL MILLAGE

NON-AD VALOREM ASSESSMENTS	
LEVYING AUTHORITY RATE	AMOUNT
FIRE	85.00

15.0215

QUESTIONS ON ITEMS IN THIS SECTION ONLY, CALL (850) 595-4960

COMBINED TAXES AND A	ASSESSMENTS		1245.48	PAY ONLY ONE AMOUNT	See reverse side for important information
Nov 30 2014	Dec 31 2014	Jan 31 2015	Feb 28 2015	Mar 31 2015	Apr 30 2015
\$ 1195.66	\$ 1208.12	\$ 1220.57	\$ 1233.03	\$ 1245.48	\$ 1282,84

PLEASE PAY ONLY ONE AMOUNT SHOWN IN YELLOW SHADED AREA

AMOUNT DUE IF PAID BY

85.00

1160.48

8/3/2015

CE150801662

Office of Environmental Enforcement **Escambia County Central Office Complex** 3363 West Park Place, Pensacola, FL 32505 PHONE: (850) 595-1820 FAX: (850) 595-0149

NOTICE OF VIOLATION

4850 MOBILE HWY PENSACOLA, 32506 Location:

Parcel: 152S301000001037

RESPONDENT:

DEAN REALTY CO

PO BOX 17266, PENSACOLA, FL 32522

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Failure to correct this violation and notify this Officer of Compliance will result in fines or a hearing of the Hearing is scheduled you may be assessed \$1,100 or more for costs of said hearing, plus possible fines;

the County may abate the violations and place a Lien on the property.

Ordinance Description

Violation 01

Sec. 3-2.10 Commercial district (Com).

- (a) Purpose. The Commercial (Com) district establishes appropriate areas and land use regulations for general commercial activities, especially the retailing of commodities and services. The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts. To maintain compatibility with surrounding uses, all commercial operations within the Commercial district are limited to the confines of buildings and not allowed to produce undesirable effects on surrounding property. To retain adequate area for commercial activities, new and expanded residential development within the district is limited, consistent with the Commercial
- (C) future land use category.
- (8) Other uses.
- a. Outdoor sales not among the permitted uses of the district.
- b. Outdoor storage not among the permitted uses of the district, including outdoor storage of trailered boats and operable recreational vehicles, but no repair, overhaul, or salvage activities. All such storage shall be screened from residential uses and maintained to avoid nuisance conditions.

Violation 02

- 2-1.3 Intersections
- (d) Sight triangle requirements:

At a minimum, a site triangle shall be provided 35' from edge of pavement to 35' edge of proposed road or driveway.

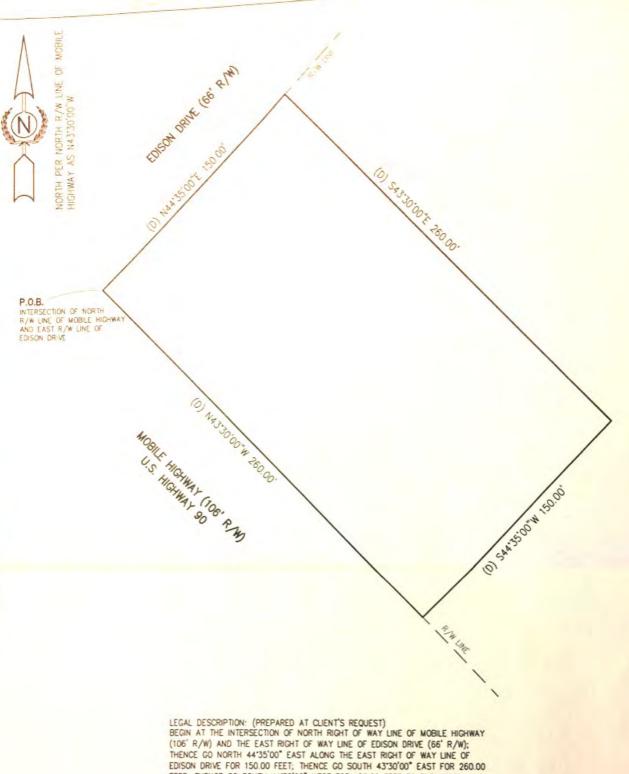
Officer Comments

[1] THE OUTDOOR STORAGE OF THE STORAGE BUILDINGS "FOR SALE" VIOLATES THE COMMERCIAL ZONING OF THIS PROPERTY. OUTSIDE STORAGE IS PROHIBITED. [2] THE STORAGE BUILDINGS VIOLATE THE SITE TRIANGLE VISIBILITY CLEARANCE FOR THE INTERSECTION OF MOBILE HWY AND EDISON DR. COMPLY AND MAINTAIN THE ABOVE MARKED VIOLATIONS WITHIN THE TIME SPECIFIED TO AVOID FURTHER ENFORCEMENT ACTIONS. CONTACT OFFICER TERRANCE DAVIS #680, (850) 554-2364, WITH QUESTIONS OR FURTHER INSTRUCTIONS.

Signature of Officer: Officer Terrance Davis #680 (850)

554-2364

Signature of Respondent



LEGAL DESCRIPTION: (PREPARED AT CLIENT'S REQUEST)
BEGIN AT THE INTERSECTION OF NORTH RIGHT OF WAY LINE OF MOBILE HIGHWAY
(106' R/W) AND THE EAST RIGHT OF WAY LINE OF EDISON DRIVE (66' R/W);
THENCE GO NORTH 44'35'00" EAST ALONG THE EAST RIGHT OF WAY LINE OF
EDISON DRIVE FOR 150.00 FEET; THENCE GO SOUTH 43'30'00" EAST FOR 260.00
FEET; THENCE GO SOUTH 44'35'00" WEST FOR 150.00 FEET TO THE NORTH
RIGHT OF WAY LINE OF MOBILE HIGHWAY; THENCE GO NORTH 43'30'00" WEST
ALONG THE NORTH RIGHT OF WAY LINE OF MOBILE HIGHWAY FOR 260.00 FEET
TO THE POINT OF BEGINNING. CONTAINING 0.89 ACRES MORE OR LESS.

SKETCH ONLY, NOT A BOUNDARY SURVEY

Lends shown hereon were not abstracted t	for easements and/or right of way in	COPYRIGHTED 2015 BY BUTLER	AND ASSOCIATES OF PEN	SACOLA INC.	REVISIONS	ISSUE DATE	FIELD DATE	FB./PG.
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copyright acts protect this survey and/or and/or sketch cannot be used for the ben	skelch from unouthorized use. This m	nop is not to be copied or reproduced in w	hale or part and is not to be un	ad for one other burnette. W.b.				
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WILLIAM T. BUTLER P.S.M. No. 350



Development Services Department Building Inspections Division

3363 West Park Place Pensacola, Florida, 32505 (850) 595-3550 Molino Office - (850) 587-5770

Cashier ID: CASTILLS

RECEIPT

Receipt No.: **644539** Date Issued.: 09/04/2015

Application No.: PRZ150900016

Project Name: Z-2015-18

PAYMENT INFO				
Method of Payment	Reference Document	Amount Paid	Comment	
Check				
	5187	\$1,270.50	App ID : PRZ150900016	
		\$1,270.50	Total Check	

Received From : DEAN REALTY CO
Total Receipt Amount : \$1,270.50

Change Due: \$0.00

APPLICATION INFO				
Application #	Invoice #	Invoice Amt	Balance Job Address	
PRZ150900016	735593	1,270.50	\$0.00 4850 MOBILE HWY, PENSACOLA, 32506	
Total Amount :		1,270.50	\$0.00 Balance Due on this/these Application(s) as of 9/9/2015	



BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Development Services Department 3363 West Park Place, Pensacola, FL 32505 (850) 595-3475 - Phone (850) 595-3481 - FAX www.myescambia.com

Escambia County Planning Board Public Hearing Speaker Request Form

Please Print Clearly

Meeting Date: Oct 6 - 13				
Rezoning Quasi-judicial Hearing	Regular Planning Board Meeting			
Rezoning Case #: 2 - 2015 - 18 OR	Agenda Item Number/Description:			
Against				
*Name: JOHN F. DEAN				
*Address: 1396 GONGORA D.				
Email Address: MAE HD &AV 492 Dya	400 + ROW Phone: 850 982 -5715			
Please indicate if you: would like to be notified of any further action related to the public hearing item. do not wish to speak but would like to be notified of any further action related to the public hearing item.				
All items with an asterisk * are required.	***************************************			
01	- L D L			

Chamber Rules

- 1. All who wish to speak will be heard and granted uniform time to speak (normally 3 5 minutes).
- 2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
- When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
- 4. Please keep your remarks BRIEF and FACTUAL.
- 5. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
- Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s)
 to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion
 at the meeting.
- 7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.

01/2012



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-9222 Growth Management Report 12. 2. BCC Regular Meeting Public Hearing

Meeting Date: 11/05/2015

Issue: 5:45 p.m. - Amendment to the Official Zoning Map

From: Horace Jones, Director Organization: Development Services

RECOMMENDATION:

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

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on October 6, 2015, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning cases Z-2015-15, Z-2015-16, Z-2015-17, and Z-2015-18 were heard by the Planning Board on October 6, 2015. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning cases.

The previous report item addresses the Board's determination regarding the Planning Board's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

BUDGETARY IMPACT:

No budgetary impacts are expected as a result of the recommended Board action.

LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the standardized Ordinance has initially been provided to the County Attorney's office for review regarding compliance with rezoning requirements in Florida Statutes and the Land Development Code.

PERSONNEL:

No additional personnel are anticipated for the implementation of this recommended Board action.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the Ordinance to amend the Official Zoning Map.

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Land Development Code Official Zoning Map, will be filed with the Department of State following adoption by the Board.

This Ordinance is coordinated with the County Attorney's Office, the Development Services Department and interested citizens. The Development Services Department will ensure proper advertisement.

	Attachments	
<u>Draft Ordinance</u>		

ORDINANCE NUMBER 2015-____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 3, ARTICLE 1, SECTION 3-1.3(b), THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Purpose and Intent.

The Official Zoning Map of Escambia County, Florida, as adopted by reference and codified in Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Florida, as amended: Chapter 3, Article 1, Section 3-1.3(b), and all notations, references and information shown thereon as it relates to the following described real property in Escambia County, Florida, is hereby amended, as follows.

Case No.: Z-2015-15

Address: 329 and 333 Massachusetts Avenue

Property Reference No.: 09-2S-30-1300-020-009 and 09-2S-30-1300-

040-009

Property Size: 2.91 (+/-) acres

From: HDMU, High Density Mixed-use district (25)

du/acre)

To: HC/LI-NA, Heavy Commercial and Light

Industrial district, designation prohibiting the

subsequent establishment of any bars,

nightclubs, or adult entertainment uses on the rezoned property (du density limited to vested

residential development)

FLU Category: MU-U, Mixed-Use Urban

Case No.: Z-2015-16

Address: 1700 and 1715 Olive Road

Property Reference No.: 18-1S-30-4102-000-001 and 18-1S-30-4102-

000-004

Property Size: 2.23 (+/-) acres

From: HDMU, High Density Mixed-use district (25

du/acre)

To: Com, Commercial district (25 du/acre)

FLU Category: MU-U, Mixed-Use Urban

Case No.: Z-2015-17

Address: 1495 East Nine Mile Road Property Reference No.: 13-1S-30-1201-130-002

Property Size: 9.56 (+/-) acres

From: HDMU, High Density Mixed-use district (25

du/acre) and Com, Commercial district (25

du/acre)

To: Com, Commercial district (25 du/acre)

FLU Category: MU-U, Mixed-Use Urban

Case No.: Z-2015-18

Address: 4850 Mobile Highway Property Reference No.: 15-2S-30-1000-001-037

Property Size: 0.859 (+/-) acres

From: Com, Commercial district (25 du/acre)
To: HC/LI-NA, Heavy Commercial and Light
Industrial district, designation prohibiting the

subsequent establishment of any bars,

nightclubs, or adult entertainment uses on the

rezoned property (du density limited to vested

residential development)

FLU Category: C, Commercial

Section 2. Severability.

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

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2014); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Effective Date.

Section 4. Effective Date.	
This Ordinance shall become effective upon f	iling with the Department of State.
DONE AND ENACTED by the Board of Cour	nty Commissioners of
Escambia County Florida, thisday	of, 2015.
	BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
	Steven Barry, Chairman
ATTEST: PAM CHILDERS CLERK OF THE CIRCUIT COURT Deputy Clerk	
(SEAL)	
ENACTED:	
FILED WITH DEPARTMENT OF STATE:	
EFFECTIVE DATE:	



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-9270 Growth Management Report 12. 3.
BCC Regular Meeting Public Hearing

Meeting Date: 11/05/2015

Issue: 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance

Amending the LDC, Chapter 4, Article 7, Sect. 4-7.3, Accessory Uses

and Structures

From: Horace Jones, Director Organization: Development Services

RECOMMENDATION:

5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Land Development Code, Chapter 4, Article 7, Section 4-7.3, Accessory Uses and Structures

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC) Chapter 4, Section 4-7.3, "Accessory Uses and Structures," to clarify general use conditions and design standards, establish location criteria for certain accessory uses and structures, and provide for accessory dwelling units.

At the October 6, 2015, Planning Board Meeting, the Board members recommended approval of this Ordinance.

BACKGROUND:

The Land Development Code adopted on April 16, 2015, did not clearly provide for accessory dwelling units and sufficiently identify exceptions to the location of certain accessory structures.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the LDC, will be filed with the Department of State following adoption by the board.

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared 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 <u>Draft Ordinance</u> <u>Clean Ordinance</u>

From: Kerra A. Smith
To: Allyson Cain

Cc: Shawn S. Hunter; Griffin L Vickery; Shawn S. Hunter

Subject: RE: Title block for Accessory Uses/structures

Date: Friday, September 11, 2015 12:51:57 PM

I have reviewed the changes proposed to the ordinance. Based upon the modifications being made, I think the following title is appropriate:

AN ORDINANCE OF **ESCAMBIA** FLORIDA, COUNTY, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES. THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 4, SECTION 4-7.3, "ACCESSORY USES AND STRUCTURES," TO CLARIFY GENERAL USE CONDITIONS AND **DESIGN** STANDARDS, **ESTABLISH** LOCATION CRITERIA FOR CERTAIN ACCESSORY **USES AND** STRUCTURES, AND **PROVIDE** FOR **ACCESSORY DWELLING UNITS:** PROVIDING FOR **SEVERABILITY: PROVIDING** FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

Feel free to contact me if you have concerns. Thanks.

KS

Kerra A. Smith Assistant County Attorney Escambia County Attorney's Office 221 Palafox Place, Suite 430 Pensacola, FL 32502

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

From: Allyson Cain

Sent: Friday, September 11, 2015 10:22 AM

To: Kerra A. Smith Cc: Shawn S. Hunter

Subject: Title block for Accessory Uses/structures

Kerra,

Griff wanted me to send you the revised title that he did. He did not have time to finish updating the "track changes" which he will do Monday. Please review the title for the Ad. It does not have to go out until Tuesday, next week.

Thank you

Allyson Cain, Planner II
Development Services Department

Escambia County is striving to maintain a high level of Customer Service and we would love to hear about your experience with us. Please complete the attached customer service survey and fax it to 595-3481.

http://www.zoomerang.com/Survey/WEB22G5ZBFPMTB



Please consider the environment before printing this e-mail. Think Green.

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 4, SECTION 4-7.3, "ACCESSORY USES AND STRUCTURES," TO CLARIFY GENERAL USE CONDITIONS AND DESIGN STANDARDS, ESTABLISH LOCATION CRITERIA FOR CERTAIN ACCESSORY USES AND STRUCTURES, AND PROVIDE FOR ACCESSORY DWELLING UNITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through its Land Development Code (LDC), the Escambia County Board of County Commissioners desires to preserve the County as a desirable community in which to live, vacation and do business; and

WHEREAS, the Board finds that clarifying general use conditions and design standards, establishing location criteria for accessory uses and structures, and providing for accessory dwelling units is in the best interest of the County and its citizens, and serves an important public purpose;

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

<u>Section 1.</u> Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 4, Section 4-7.3 "Accessory uses and structures" is hereby amended as follows (words <u>underlined</u> are additions and words <u>stricken</u> are deletions):

Sec. 4-7.3 Accessory uses and structures.

(a) General conditions. A use or structure that is subordinate in extent and purpose and is customarily incidental to the principal use or structure on the same lot shall be allowed as an aAccessory uses or and structures shall be allowed in compliance with the provisions of the applicable zoning district and this section.

(1) Subordinate. An accessory use shall demonstrate that it is a be subordinate in extent and purpose to the principal use and not simply a different, alternative, or additional use. Multiple uses on a parcel may each be classified as a principal use, so the determination of subordinate uses shall, at a minimum, consider the following:

a. Area. The area devoted to the use in relation to the principal use. However, the fact that a use occupies less area does not necessarily make the use accessory.

- **b. Time.** The time devoted to the use in relation to the principal use. For example, a seasonal activity may be accessory in relation to a year-round primary use, but a year-round use would not be subordinate to a seasonal primary use.
- **c. Intensity.** The relative intensity of the use and the resulting impacts on the land and neighboring properties.
- **d. Employees.** The number of employees assigned to a use. However, an accessory use need not always have fewer employees than the principal use.
- (2) Customarily incidental. An accessory use shall be customarily incidental to the principal use, having demonstrate that it has commonly, habitually, and by long practice been established as reasonably associated with the primarythat use. A rare association of uses does not qualify as customary, but the uses need not be joined in a majority of the instances of the principal use. In addition to being subordinate Additionally, an incidental use must have a reasonable relationship to the principal use; being clearly associated, attendant, or connected. A use is customarily incidental when it is so necessary or so commonly to be expected in connection with the principal use that it cannot be reasonably supposed that the LDC intended to prevent it.
- (3) Establishment. Unless otherwise specifically allowed by the provisions of the LDC, accessory uses and structures may only be established concurrently with or following the lawful establishment of a validating principal use or structure.
- (4) Structures. Accessory structures shall be detached from principal structures and may be limited in location or size.
 - (a) Locations. Accessory structures are limited to side and rear yards except as allowed by the following or other LDC provisions:
 - 1. On large lots. Accessory buildings, including accessory dwelling units, on lots ten acres in size or larger may be located within front yards if not less than 60 feet from the front lot line.
 - 2. On waterfront lots. Accessory buildings may be located in the front yards of waterfront lots if not less than 60 feet from the front lot line and granted conditional use approval by the Board of Adjustment (BOA).
 - 3. Encroachment by gas pumps. Pumps and pump islands for retail fuel sales may be located within required front yards if they are not less than 20 feet from any street right-of-way.
 - 4. Encroachment by septic systems. Whenever lots are to be served by on-site sewage treatment and disposal systems (e.g., septic tank and drain field), the systems may be located in any required yard as necessary to obtain sufficient open space, provided the system is no closer than five feet to any lot line.

(b) Structures on Santa Rosa Island

noncommercial greenhouses, uncovered decks, screened enclosures.

as, retainer walls, seawalls, piers, bulkheads, groins, jetties, etc., a recent survey

must be included to show relation of proposed project to property lines, structure,

(4) When submitting plans for proposed shoreline or near shoreline projects, such

36

37

- 1 approximate mean high water line, vegetation line if any, and such structures on adjacent properties.
 - (5) Subsequent to August 9, 1990 provisions of the SRIA. Prior approval by SRIA staff is required for installation of a satellite dish. Satellite dishes may not be installed on the street side of the dwelling.
 - (4) Location. An accessory use or structure shall be located on the same lot as the principal use or structure. Accessory structures are limited to locations within side and rear yards, except as specifically allowed by LDC provisions, including the following:
 - a. Large residential lots. Accessory structures, including an accessory dwelling unit, on a lot ten acres in size or larger may be located within the front yard of the principal dwelling if the structures are at least 60 feet from the front lot line.
 - b. Waterfront lots. Accessory structures may be located in the front yard of a waterfront lot if the structures are at least 60 feet from the front lot line and granted conditional use approval by the Board of Adjustment (BOA).
 - c. Signs and fences. Signs and fences as accessory structures may be located within a front yard if in compliance with the sign and fence standards prescribed in Chapter 5.
 - d. Fuel pumps. Pumps and pump islands for retail fuel sales may be located within the front yard of a conforming non-residential use if the pumps and islands are at least 20 feet from any street right-of-way.
 - e. Sewage systems. The underground components of an on-site sewage treatment and disposal system (e.g., septic tank and drain field) may be located within a front yard as necessary to obtain sufficient open space if the components are at least five feet from any lot line.
 - f. Deposit boxes. Deposit boxes for the donation of used items to charitable organizations may be located within the front yard of a conforming non-residential use if the total area coverage by the boxes is limited to 100 square feet and they are placed in compliance with the sight visibility and sign standards prescribed in Chapter 5.
 - g. Automated vending. Automated vending structures may be located within the front yard of a conforming non-residential use if the vending structures are at least 20 feet from any street right-of-way and in compliance with the sight visibility and sign standards prescribed in Chapter 5. Such structures shall also be freestanding, self-contained, and unattended; have separately metered utilities; and be limited to on-demand self-service commercial activities such as the retail sale of ice or the provision of banking services.
 - (c)(5) Size in relation to single-family dwellings. In addition to limits imposed by the site and building requirements of the applicable zoning district, accessory dwelling units and other sStructures accessory to a principal single-family

1 2 3	dwellings, including accessory dwelling units, are subject to the following size limits, excluding accessory structures on farms or within agricultural zoning, or docks and piers:
4 5 6	(1)a. Less than two acres. On lots smaller than two acres, no individual accessory structure may exceed 50 percent of the gross floor area of the principal dwelling.
7 8 9	(2)b. Two to five acres. On lots two acres to five acres, no individual accessory structure may exceed 75 percent of the size of the gross floor area of the principal dwelling.
10 11	<u>c.</u> Greater than five acres. On lots larger than five acres, no individual accessory structure may exceed the size of the principal dwelling.
12 13	Structures larger than the limits established here shall require variance approval from the BOA.
14 15 16 17 18 19	(6) Structures on Pensacola Beach. Residential accessory structures on Pensacola Beach, except for signs and fences, require the approval of the SRIA Board. Such private structures include garages, storage buildings, playhouses, swimming pools, cabanas, uncovered decks, and screened enclosures. Approval of these accessory structures is entirely at the discretion of the SRIA and shall require compliance with the following:
20	a. The design of the structure is compatible with the design of the residence.
21 22	b. If on a waterfront lot, the structure does not extend further seaward than residences on adjoining lots.
23 24 25	c. If the structure is a detached elevated deck, it is no greater than 200 square feet in area and does not exceed 35 feet in height or the height of the residence, whichever height is less.
26	d. No variance to established structure setback lines is necessary.
27 28	e. No wall of the structure is closer than six feet to any wall of the residence, and no part of the structure is closer than four feet to any part of the residence.
29 30	f. If the structure includes a walkway cover between the residence and the structure, the cover is no more than six feet wide.
31 32 33 34	g. If the structure is a swimming pool or gazebo type structure, it does not extend seaward of the state's 1975 Coastal Construction Control Line or a line 50 feet landward of the crest of the primary dune line, whichever setback from the shoreline is more restrictive.
35 36	h. The structure complies with all other LDC and Florida Building Code requirements.
37	(b) Specific uses and structures.
38 39	(1) Accessory dwelling units. Accessory dwelling units are allowed on the lots of single-family dwellings, but a second dwelling unit on a lot is not subject to the

1 2 3	limitations of accessory structures if the lot area and applicable zoning district would otherwise allow the additional dwelling. Accessory dwelling units shall comply with the following conditions:
4 5	a. The applicable zoning is a mainland district, but is not Industrial (Ind), Recreation (Rec), Conservation (Con), or Public (Pub).
6 7 8	b. The principal dwelling and accessory dwelling unit are the only dwellings on the lot and the lot provides the minimum area required by the applicable zoning.
9 10 11	c. The resulting residential density on the lot may exceed the gross density limit of the applicable zoning, but complies with all other applicable density limits (e.g., airfield environs).
12 13	d. The form of accessory dwelling (e.g., manufactured home) is an allowed use of the applicable zoning.
14 15	e. The accessory dwelling complies with the setbacks applicable to the principal dwelling unless otherwise allowed by the LDC.
16 17 18	(d)(2) Carports. All carports, attached or detached, are allowed as accessory structures regardless of their construction material, but shall comply with the following conditions:
19 20 21	(1)a. The structure setbacks of the applicable zoning district are not exceeded, except that a carport may encroach into the required front yard provided it is not less than ten feet from the front property line.
22	(2)b. The carport is not prohibited by private deed restrictions.
23 24	(3)c. Minor site development approval is obtained for the structure and it complies with applicable building codes.
25 26	(4)d. A building permit is obtained for the structure unless it is a portable carport covering less than 400 square feet.
27	(5)e. The structure is not attached to a mobile home.
28 29 30 31 32 33	(e)(3) Chickens and single-family dwellings The ownership, possession, and raising of live chickens (Gallus gallus domesticus) is an allowed accessory use for any single-family dwelling principal use, except on Perdido Key and Santa Rosa Island, regardless of any prohibition of farm animals or minimum lot area for farm animals established by the applicable zoning district. However, such keeping of chickens shall comply with the following standards:
34 35	(1)a. Limit by lot area. No more than eight chickens shall be kept on any lot that is one quarter acre or less in size.
36 37	(2)b. Roosters. No rooster shall be kept less than 100 yards from any inhabited residence other than the dwelling of the person keeping the rooster.
38 39	(3)c. Security. Chickens may roam freely in the fenced rear yard of the principal dwelling from sunrise to sunset. During all other times the chickens

(4)d. Structural alterations. No structural alterations are made that would be inconsistent with the use of the dwelling exclusively as a residence or that

40

1 2	would not customarily be associated with dwellings or their accessory buildings.
3 4 5 6	(5)e. Employees. Employment in a home occupation is limited to residents of the dwelling unit unless the applicable zoning district allows BOA conditional use approval of non-resident employees. Employment in a home-based business may include no more than two non-resident employees.
7 8 9	(6)f. Customers. No customers shall visit the house nor and there shall there not be any other additional traffic or an increase in demand for parking due to trucks or other service vehicles coming to the house.
10 11	(7)g. Motor vehicles. The manufacture or repair of motor vehicles or other transportation equipment is prohibited.
12 13 14 15 16 17	(i)(8) Small wind energy systems. For the purposes of this section, a small wind energy system is an accessory use consisting of a wind turbine, structural support, and associated control or conversion electronics design to supply some of the on-site electrical power demands of a home, farm, or small business. A small wind energy system is allowed only if constructed and operated in compliance with each of the following requirements:
18 19	(1)a. System Height. The height of the system is the minimum necessary to reliably provide the required power.
20 21	(2)b. Prohibited use. To protect the unique scenic view, the system is not installed within the Scenic Highway Overlay District.
22 23 24 25 26 27 28	(3)c. Airport and military review. If the installation of the system or additional turbines is within the Pensacola International Airport Planning District (PNSPD) or any military Airfield Influence Planning District (AIPD), the applicant has notified and obtained a response from the respective airport/airfield authority. If the authority has objections to the installation, the Planning Official shall consider them in any final determination and may impose approval conditions on the installation to address the objections.
29 30 31 32 33	(4)d. Setback. The center of the system tower base is no closer to any part of a dwelling outside of the system installation parcel than the total height of the system. Additionally, no part of the system structure, including any guy wires or anchors, is closer than five feet to the property boundary of the installation parcel.
34	(5) eAppearance.
35 36 37	a-1. Design and Location. Towers are designed and located to minimize visual impacts. Colors and surface treatment of system components minimize visual distraction.
38 39	b-2. Signs. Signs on system components are limited to the manufacturer's or installer's identification and appropriate warnings.

1 2 3	c-3. Lighting. System structures are not lighted except to the extent required by the Federal Aviation Administration or other applicable authority.
4	(j)(9) Swimming pools and pool enclosures. Screened enclosures for
5	swimming pools may be erected no closer than five feet from the rear or side
6	property line. No pool enclosure shall be allowed on any easement unless
7	authorized by the grantee of the easement through an encroachment agreement.
8	
9	Section 2. Severability.
10	
11	If any section, sentence, clause or phrase of this Ordinance is held to be invalid or
12	unconstitutional by any Court of competent jurisdiction, then said holding shall in no way
13	affect the validity of the remaining portions of this Ordinance.
14	
15	Section 3. Inclusion in Code.
16	
17	It is the intention of the Board of County Commissioners that the provisions of this
18	Ordinance shall be codified as required by F.S. § 125.68 (2011); and that the sections,
19	subsections and other provisions of this Ordinance may be renumbered or re-lettered
20	and the word "ordinance" may be changed to "section," "chapter," or such other
21	appropriate word or phrase in order to accomplish such intentions.
22	
23	
24	INTENTIONALLY LEFT BLANK

Effective Date. 1 Section 4. 2 3 This Ordinance shall become effective upon filing with the Department of State. 4 5 **DONE AND ENACTED** this _____ day of ______, 2015. 6 7 **BOARD OF COUNTY COMMISSIONERS** 8 OF ESCAMBIA COUNTY, FLORIDA 9 10 Steven Barry, Chairman 11 12 13 ATTEST: **PAM CHILDERS** 14 **Clerk of the Circuit Court** 15 16 **Deputy Clerk** 17 (SEAL) 18 19 **ENACTED:** 20 21 22 FILED WITH THE DEPARTMENT OF STATE: 23 24 **EFFECTIVE DATE:**

ORDINANCE NUMBER 2015-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 4, SECTION 4-7.3, "ACCESSORY USES AND STRUCTURES," TO CLARIFY GENERAL USE CONDITIONS AND DESIGN STANDARDS, ESTABLISH LOCATION CRITERIA FOR CERTAIN ACCESSORY USES AND STRUCTURES, AND PROVIDE FOR ACCESSORY DWELLING UNITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through its Land Development Code (LDC), the Escambia County Board of County Commissioners desires to preserve the County as a desirable community in which to live, vacation and do business; and

WHEREAS, the Board finds that clarifying general use conditions and design standards, establishing location criteria for accessory uses and structures, and providing for accessory dwelling units is in the best interest of the County and its citizens, and serves an important public purpose;

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

<u>Section 1.</u> Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 4, Section 4-7.3 "Accessory uses and structures" is hereby amended as follows (words <u>underlined</u> are additions and words <u>stricken</u> are deletions):

Sec. 4-7.3 Accessory uses and structures.

- (a) General conditions. A use or structure that is subordinate in extent and purpose and is customarily incidental to the principal use or structure on the same lot shall be allowed as an aAccessory uses or and structures shall be allowed in compliance with the provisions of the applicable zoning district and this section.
 - (1) Subordinate. An accessory use shall demonstrate that it is a be subordinate in extent and purpose to the principal use and not simply a different, alternative, or additional use. Multiple uses on a parcel may each be classified as a principal use, so the determination of subordinate uses shall, at a minimum, consider the following:
 - **a. Area.** The area devoted to the use in relation to the principal use. However, the fact that a use occupies less area does not necessarily make the use accessory.

- **b. Time.** The time devoted to the use in relation to the principal use. For example, a seasonal activity may be accessory in relation to a year-round primary use, but a year-round use would not be subordinate to a seasonal primary use.
- **c. Intensity.** The relative intensity of the use and the resulting impacts on the land and neighboring properties.
- **d. Employees.** The number of employees assigned to a use. However, an accessory use need not always have fewer employees than the principal use.
- (2) Customarily incidental. An accessory use shall be customarily incidental to the principal use, having demonstrate that it has commonly, habitually, and by long practice been established as reasonably associated with the primarythat use. A rare association of uses does not qualify as customary, but the uses need not be joined in a majority of the instances of the principal use. In addition to being subordinate Additionally, an incidental use must have a reasonable relationship to the principal use; being clearly associated, attendant, or connected. A use is customarily incidental when it is so necessary or so commonly to be expected in connection with the principal use that it cannot be reasonably supposed that the LDC intended to prevent it.
- (3) Establishment. Unless otherwise specifically allowed by the provisions of the LDC, accessory uses and structures may only be established concurrently with or following the lawful establishment of a validating principal use or structure.
- (4) Structures. Accessory structures shall be detached from principal structures and may be limited in location or size.
 - (a) Locations. Accessory structures are limited to side and rear yards except as allowed by the following or other LDC provisions:
 - On large lots. Accessory buildings, including accessory dwelling units, on lots ten acres in size or larger may be located within front yards if not less than 60 feet from the front lot line.
 - 2. On waterfront lots. Accessory buildings may be located in the front yards of waterfront lots if not less than 60 feet from the front lot line and granted conditional use approval by the Board of Adjustment (BOA).
 - 3. Encroachment by gas pumps. Pumps and pump islands for retail fuel sales may be located within required front yards if they are not less than 20 feet from any street right-of-way.
 - 4. Encroachment by septic systems. Whenever lots are to be served by on-site sewage treatment and disposal systems (e.g., septic tank and drain field), the systems may be located in any required yard as necessary to obtain sufficient open space, provided the system is no closer than five feet to any lot line.

(b) Structures on Santa Rosa Island

- (1) In cases which involve the Coastal Construction Control Line (CCCL), a permit must first be obtained from the Florida Department of Environmental Protection, Bureau of Beaches and Coastal Systems, prior to issuance of SRIA development approval.
- (2) No swimming pools or gazebo type structures may extend seawards of the state's 1975 CCCL or 50 feet landward of the crest of the primary dune line; whichever is the most restrictive.
- (3) No temporary structures are allowed without approval of the SRIA board. Requests for approval to construct additional storage space may be submitted providing the construction is attached to the dwelling, and meets building code requirements. Detached structures are allowed only in conformance with the following guidelines for detached/accessory structures. Detached/accessory structures are discouraged; however, requests may be considered by the SRIA board if the following standards are met:
 - a. The design of the detached/accessory structure must be compatible with the design of the residence.
 - **b.** The structure must comply with current FEMA construction guidelines.
 - **c.** All applicable building code and development code requirements must be followed.
 - **d.** The detached/accessory structure shall be constructed within established building setback lines.
 - **e.** The maximum area for detached elevated decks shall be 200 square feet. The maximum height shall be 35 feet. In no case may these structures exceed the height of the residence.
 - f. Detached/accessory structures on waterfront lots shall be considered on an individual basis.* In no case may these structures extend further seaward than the adjoining residences.
 - **g.** The wall of a detached/accessory structure shall be no closer than six feet to the wall of the main structure. No part of a detached/accessory structure shall be closer than four feet to any part of the main structure.
 - h. An open covered walkway no more than six feet wide may connect the main structure to the detached/accessory structure.
 - *Examples of detached/accessory structures: . (Subsequent to November 1984 provisions of SRIA.) Private garages, storage buildings, children's playhouses, private swimming pools, bathhouses or cabanas, tennis courts, noncommercial greenhouses, uncovered decks, screened enclosures.
- (4) When submitting plans for proposed shoreline or near shoreline projects, such as, retainer walls, seawalls, piers, bulkheads, groins, jetties, etc., a recent survey must be included to show relation of proposed project to property lines, structure,

- approximate mean high water line, vegetation line if any, and such structures on adjacent properties.
- (5) Subsequent to August 9, 1990 provisions of the SRIA. Prior approval by SRIA staff is required for installation of a satellite dish. Satellite dishes may not be installed on the street side of the dwelling.
- (4) Location. An accessory use or structure shall be located on the same lot as the principal use or structure. Accessory structures are limited to locations within side and rear yards, except as specifically allowed by LDC provisions, including the following:
 - <u>a. Large residential lots.</u> Accessory structures, including an accessory dwelling unit, on a lot ten acres in size or larger may be located within the front yard of the principal dwelling if the structures are at least 60 feet from the front lot line.
 - b. Waterfront lots. Accessory structures may be located in the front yard of a waterfront lot if the structures are at least 60 feet from the front lot line and granted conditional use approval by the Board of Adjustment (BOA).
 - c. Signs and fences. Signs and fences as accessory structures may be located within a front yard if in compliance with the sign and fence standards prescribed in Chapter 5.
 - d. Fuel pumps. Pumps and pump islands for retail fuel sales may be located within the front yard of a conforming non-residential use if the pumps and islands are at least 20 feet from any street right-of-way.
 - e. Sewage systems. The underground components of an on-site sewage treatment and disposal system (e.g., septic tank and drain field) may be located within a front yard as necessary to obtain sufficient open space if the components are at least five feet from any lot line.
 - f. Deposit boxes. Deposit boxes for the donation of used items to charitable organizations may be located within the front yard of a conforming non-residential use if the total area coverage by the boxes is limited to 100 square feet and they are placed in compliance with the sight visibility and sign standards prescribed in Chapter 5.
 - g. Automated vending. Automated vending structures may be located within the front yard of a conforming non-residential use if the vending structures are at least 20 feet from any street right-of-way and in compliance with the sight visibility and sign standards prescribed in Chapter 5. Such structures shall also be freestanding, self-contained, and unattended; have separately metered utilities; and be limited to on-demand self-service commercial activities such as the retail sale of ice or the provision of banking services.
- (c)(5) Size in relation to single-family dwellings. In addition to limits imposed by the site and building requirements of the applicable zoning district, accessory dwelling units and other sStructures accessory to a principal single-family dwellings, including accessory dwelling units, are subject to the following size

limits, excluding accessory structures on farms or within agricultural zoning, or docks and piers:

- (1)a. Less than two acres. On lots smaller than two acres, no individual accessory structure may exceed 50 percent of the gross floor area of the principal dwelling.
- (2)b. Two to five acres. On lots two acres to five acres, no individual accessory structure may exceed 75 percent of the size of the gross floor area of the principal dwelling.
- **c. Greater than five acres.** On lots larger than five acres, no individual accessory structure may exceed the size of the principal dwelling.

Structures larger than the limits established here shall require variance approval from the BOA.

- (6) Structures on Pensacola Beach. Residential accessory structures on Pensacola Beach, except for signs and fences, require the approval of the SRIA Board. Such private structures include garages, storage buildings, playhouses, swimming pools, cabanas, uncovered decks, and screened enclosures.

 Approval of these accessory structures is entirely at the discretion of the SRIA and shall require compliance with the following:
 - **a.** The design of the structure is compatible with the design of the residence.
 - **b.** If on a waterfront lot, the structure does not extend further seaward than residences on adjoining lots.
 - c. If the structure is a detached elevated deck, it is no greater than 200 square feet in area and does not exceed 35 feet in height or the height of the residence, whichever height is less.
 - **d.** No variance to established structure setback lines is necessary.
 - e. No wall of the structure is closer than six feet to any wall of the residence, and no part of the structure is closer than four feet to any part of the residence.
 - f. If the structure includes a walkway cover between the residence and the structure, the cover is no more than six feet wide.
 - g. If the structure is a swimming pool or gazebo type structure, it does not extend seaward of the state's 1975 Coastal Construction Control Line or a line 50 feet landward of the crest of the primary dune line, whichever setback from the shoreline is more restrictive.
 - h. The structure complies with all other LDC and Florida Building Code requirements.

(b) Specific uses and structures.

(1) Accessory dwelling units. Accessory dwelling units are allowed on the lots of single-family dwellings, but a second dwelling unit on a lot is not subject to the limitations of accessory structures if the lot area and applicable zoning district

- would otherwise allow the additional dwelling. Accessory dwelling units shall comply with the following conditions:
- a. The applicable zoning is a mainland district, but is not Industrial (Ind), Recreation (Rec), Conservation (Con), or Public (Pub).
- b. The principal dwelling and accessory dwelling unit are the only dwellings on the lot and the lot provides the minimum area required by the applicable zoning.
- c. The resulting residential density on the lot may exceed the gross density limit of the applicable zoning, but complies with all other applicable density limits (e.g., airfield environs).
- **d.** The form of accessory dwelling (e.g., manufactured home) is an allowed use of the applicable zoning.
- **e.** The accessory dwelling complies with the setbacks applicable to the principal dwelling unless otherwise allowed by the LDC.
- (d)(2) Carports. All carports, attached or detached, are allowed as accessory structures regardless of their construction material, but shall comply with the following conditions:
 - (1)a. The structure setbacks of the applicable zoning district are not exceeded, except that a carport may encroach into the required front yard provided it is not less than ten feet from the front property line.
 - (2)b. The carport is not prohibited by private deed restrictions.
 - (3)c. Minor site development approval is obtained for the structure and it complies with applicable building codes.
 - (4)d. A building permit is obtained for the structure unless it is a portable carport covering less than 400 square feet.
 - (5)e. The structure is not attached to a mobile home.
- (e)(3) Chickens and single-family dwellings The ownership, possession, and raising of live chickens (*Gallus gallus domesticus*) is an allowed accessory use for any single-family dwelling principal use, except on Perdido Key and Santa Rosa Island, regardless of any prohibition of farm animals or minimum lot area for farm animals established by the applicable zoning district. However, such keeping of chickens shall comply with the following standards:
 - (1)a. Limit by lot area. No more than eight chickens shall be kept on any lot that is one quarter acre or less in size.
 - (2)b. Roosters. No rooster shall be kept less than 100 yards from any inhabited residence other than the dwelling of the person keeping the rooster.
 - (3)c. Security. Chickens may roam freely in the fenced rear yard of the principal dwelling from sunrise to sunset. During all other times the chickens shall be kept in secure coops, pens or enclosures that prevent access by predators.

- (4)d. Enclosure setbacks. All chicken pens, coops, or enclosures shall be a minimum of 10 feet from rear and side property lines, and a minimum of 20 feet from any residence located on an adjacent lot.
- (4) Columbaria. Columbaria are allowed as accessory uses to places of worship.
- (f)(5) Docks and piers. As an exception to the establishment of a principal use or structure for any accessory use or structure, docks and piers may be permitted as accessory structures on lots exclusively for single-family dwellings regardless of the establishment of any dwellings on the lots.
- (g)(6) Family day care or foster homes. A family day care home or family foster home is allowed as an accessory use wherever the host dwelling unit is allowed unless prohibited by the applicable zoning district.
- (h)(7) Home occupations and home-based businesses. Home occupations and home-based businesses are limited to the residents of a dwelling unit other than a manufactured (mobile) home, and allowed only as an accessory use to the residential use. A home occupation, or employment at home, is allowed wherever the host dwelling unit is allowed, but shall generally be unnoticeable to adjoining land uses. A home-based business, which is at a greater scale or intensity than a home occupation, is limited to the rural zoning districts (Agr, RR, RMU) and only allowed if impacts to adjoining land uses are minimal. Home occupations and home-based businesses shall comply with each of the following requirements:
 - (1)a. Licenses. All required business, professional, or occupational licenses are obtained prior to commencement of the occupation or business and are maintained for the duration of the activity.
 - (2)b. Exterior evidence. For home occupations, there is no evidence visible from outside of the dwelling or accessory building that any part of a building is utilized for an occupation. For home-based businesses, any evidence visible from outside of the dwelling or accessory building that any part of a building is utilized for a business is minimal. Such exterior evidence includes any storage, display, or signage associated with the occupation or business. Signage is limited for both uses according to the signage provisions of Chapter 5.
 - (3)c. Off-site impacts. Occupations or business activities shall not create nuisances or adverse off-site impacts, including but not limited to noise, vibration, smoke, dust or other particulates, odors, heat, light or glare, or electromagnetic interference. In a residential neighborhood, no activities are allowed to alter the character of the neighborhood.
 - (4)d. Structural alterations. No structural alterations are made that would be inconsistent with the use of the dwelling exclusively as a residence or that would not customarily be associated with dwellings or their accessory buildings.
 - (5)e. Employees. Employment in a home occupation is limited to residents of the dwelling unit unless the applicable zoning district allows BOA conditional

- use approval of non-resident employees. Employment in a home-based business may include no more than two non-resident employees.
- (6)f. Customers. No customers shall visit the house nor and there shall there not be any other additional traffic or an increase in demand for parking due to trucks or other service vehicles coming to the house.
- (7)g. Motor vehicles. The manufacture or repair of motor vehicles or other transportation equipment is prohibited.
- (i)(8) Small wind energy systems. For the purposes of this section, a small wind energy system is an accessory use consisting of a wind turbine, structural support, and associated control or conversion electronics design to supply some of the on-site electrical power demands of a home, farm, or small business. A small wind energy system is allowed only if constructed and operated in compliance with each of the following requirements:
 - (1)a. System Height. The height of the system is the minimum necessary to reliably provide the required power.
 - (2)b. Prohibited use. To protect the unique scenic view, the system is not installed within the Scenic Highway Overlay District.
 - (3)c. Airport and military review. If the installation of the system or additional turbines is within the Pensacola International Airport Planning District (PNSPD) or any military Airfield Influence Planning District (AIPD), the applicant has notified and obtained a response from the respective airport/airfield authority. If the authority has objections to the installation, the Planning Official shall consider them in any final determination and may impose approval conditions on the installation to address the objections.
 - (4)d. Setback. The center of the system tower base is no closer to any part of a dwelling outside of the system installation parcel than the total height of the system. Additionally, no part of the system structure, including any guy wires or anchors, is closer than five feet to the property boundary of the installation parcel.

(5)e. Appearance.

- **a.1. Design and Location.** Towers are designed and located to minimize visual impacts. Colors and surface treatment of system components minimize visual distraction.
- **b.2. Signs.** Signs on system components are limited to the manufacturer's or installer's identification and appropriate warnings.
- required by the Federal Aviation Administration or other applicable authority.
- (j)(9) Swimming pools and pool enclosures. Screened enclosures for swimming pools may be erected no closer than five feet from the rear or side

property line. No pool enclosure shall be allowed on any easement unless authorized by the grantee of the easement through an encroachment agreement.

Section 2. Severability.

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

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2011); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "chapter," or such other appropriate word or phrase in order to accomplish such intentions.

INTENTIONALLY LEFT BLANK

Section 4.	Effective Date.		
This Ordinar	nce shall become effective upor	n filing v	with the Department of State.
DONE AND	ENACTED this day of _		, 2015.
		ВОА	ARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA
		Ву: _	
			Steven Barry, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court		
	Ву:		-
(SEAL)	Deputy Clerk		
ENACTED:			
FILED WITH	THE DEPARTMENT OF STA	TE:	
EFFECTIVE	DATE:		



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-9220 Growth Management Report 12. 4.

BCC Regular Meeting Public Hearing

Meeting Date: 11/05/2015

Issue: 5:47 p.m. - A Public Hearing Concerning the Review of an LDC

Ordinance Amending Chapter 3, Community Redevelopment

From: Horace Jones, Director Organization: Development Services

RECOMMENDATION:

5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3, Article 3, Section 3-3.2

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC) Chapter 3, Article 3, Section 3-3.2 "Community Redevelopment," to modify the authority to grant exceptions to the overlay district standards.

At the September 1, 2015, Planning Board Meeting, the Board recommended approval of this Ordinance.

BACKGROUND:

Ordinance number 2015-09 was adopted on March 19, 2015, and inadvertently it was not incorporated into the new Land Development Code that was adopted on April 16, 2015.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the LDC, will be filed with the Department of State following adoption by the board.

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared 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

<u>Draft Ordinance</u> Clean Ordinance

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: CRA Overlay Standards			
Date: 07-20-2015			
Date requested back by:	08-06-2015		
Requested by: Allyson Cain & Kayla Meador			
Phone Number: 595-3547			
(LEGAL USE ONLY)			
Legal Review by Long	Smith		
Legal Review by Konna Date Received: 7/20/15			
	and legal sufficiency.		
Not approved.			
Make subject to lega	l signoff.		
Additional comments:			

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 3, ARTICLE 3, SECTION 3-3.2 "COMMUNITY REDEVELOPMENT", TO MODIFY THE AUTHORITY TO GRANT EXCEPTIONS TO THE OVERLAY DISTRICT STANDARDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

- WHEREAS, the Board of County Commissioners created the Community
- 13 Redevelopment Agency (CRA) to aid in the development of the community 14 redevelopment districts; and,

WHEREAS, through its Land Development Code the Board of County Commissioners authorized the CRA Manager or designee to grant exemptions to the overlay district standards; and,

WHEREAS, the Board of County Commissioners finds that modifying the authority to grant exceptions to the overlay district standards serves an important public purpose.

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

<u>Section 1.</u> Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Article 3, Section 3-3.2 "Community redevelopment" is hereby amended as follows (words <u>underlined</u> are additions and words <u>stricken</u> are deletions):

Sec. 3-3.2 Community redevelopment

 (a) Generally. Community redevelopment areas within the county, and plans to reduce identified slum and blighted conditions within those areas, have been adopted by the Board of County Commissioners (BCC). The redevelopment plans provide guidance to enhance quality of life, encourage private sector reinvestment, promote sound economic development, and provide recommendations for capital improvement projects and other public sector enhancements. Redevelopment overlay zoning districts are established in this article to support these adopted redevelopment plans through land development regulations.

BCC: 11-05-15

Re: Chapter 3 Exception to Overlay Standards

Draft BCC1

- (b) Community Redevelopment Agency (CRA). As part of the redevelopment strategy 1 2 for designated redevelopment areas, the BCC created the Community Redevelopment Agency (CRA) and authorized tools for redevelopment. Within the 3 LDC compliance review processes the CRA Manager or designee shall determine 4 compliance with redevelopment overlay district regulations, particularly regarding land use and site and building requirements. In evaluating compliance, the CRA 6 Board may identify circumstances requiring a departure from some overlay requirements and may grant exceptions accordingly. Although financial hardship 8 alone is not a basis to grant an exception, the CRA Board may consider the following when requested to grant exceptions to overlay zoning district requirements: 10
 - (1) Individual and public safety.
 - (2) Unique site conditions or building characteristics.
 - (3) Adverse effects of standards on the use of the property.
 - (4) Public benefit.

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(c) Crime prevention through design. When designing any element within a redevelopment overlay district, including site layout, buildings, streets, signs, landscaping, and parking, Crime Prevention Through Environmental Design (CPTED) principles shall be used. The CRA shall evaluate the following CPTED guidelines for development within the districts:

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.

Inclusion in Code. Section 3.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2015); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "chapter," or such other appropriate word or phrase in order to accomplish such intentions.

INTENTIONALLY LEFT BLANK

BCC: 11-05-15

Re: Chapter 3 Exception to Overlay Standards

Draft BCC1

1	Section 4.	Effective Date.		
2				
3	This Ordina	nce shall become e	ffective upor	n filing with the Department of State.
4				
5	DONE AND	ENACTED this	day of	, 2015.
6				
7				BOARD OF COUNTY COMMISSIONERS
8				OF ESCAMBIA COUNTY, FLORIDA
9				
10				By:
11				Steven Barry, Chairman
12				
13	ATTEST:	PAM CHILDERS		
14		Clerk of the Circ	uit Court	
15				
16		Ву:		
17		Deputy Cl	erk	
18	(SEAL)			
19				
20	ENACTED:			
	LIVIOTED:			
21				
22	FILED WITH	THE DEPARTME	NT OF STA	TE:
23				
24	EFFECTIVE	DATE:		

BCC: 11-05-15
Re: Chapter 3 Exception to Overlay Standards
Draft BCC1

ORDINANCE NUMBER 2015-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 3, ARTICLE 3, SECTION 3-3.2 "COMMUNITY REDEVELOPMENT", TO MODIFY THE AUTHORITY TO GRANT EXCEPTIONS TO THE OVERLAY DISTRICT STANDARDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners created the Community Redevelopment Agency (CRA) to aid in the development of the community redevelopment districts; and,

WHEREAS, through its Land Development Code the Board of County Commissioners authorized the CRA Manager or designee to grant exemptions to the overlay district standards; and,

WHEREAS, the Board of County Commissioners finds that modifying the authority to grant exceptions to the overlay district standards serves an important public purpose.

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

<u>Section 1.</u> Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Article 3, Section 3-3.2 "Community redevelopment" is hereby amended as follows (words <u>underlined</u> are additions and words <u>stricken</u> are deletions):

Sec. 3-3.2 Community redevelopment

(a) Generally. Community redevelopment areas within the county, and plans to reduce identified slum and blighted conditions within those areas, have been adopted by the Board of County Commissioners (BCC). The redevelopment plans provide guidance to enhance quality of life, encourage private sector reinvestment, promote sound economic development, and provide recommendations for capital improvement projects and other public sector enhancements. Redevelopment overlay zoning districts are established in this article to support these adopted redevelopment plans through land development regulations.

- (b) Community Redevelopment Agency (CRA). As part of the redevelopment strategy for designated redevelopment areas, the BCC created the Community Redevelopment Agency (CRA) and authorized tools for redevelopment. Within the LDC compliance review processes the CRA Manager or designee shall determine compliance with redevelopment overlay district regulations, particularly regarding land use and site and building requirements. In evaluating compliance, the CRA Board may identify circumstances requiring a departure from some overlay requirements and may grant exceptions accordingly. Although financial hardship alone is not a basis to grant an exception, the CRA Board may consider the following when requested to grant exceptions to overlay zoning district requirements:
 - (1) Individual and public safety.
 - (2) Unique site conditions or building characteristics.
 - (3) Adverse effects of standards on the use of the property.
 - (4) Public benefit.
- (c) Crime prevention through design. When designing any element within a redevelopment overlay district, including site layout, buildings, streets, signs, landscaping, and parking, Crime Prevention Through Environmental Design (CPTED) principles shall be used. The CRA shall evaluate the following CPTED guidelines for development within the districts:

Section 2. Severability.

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

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2015); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "chapter," or such other appropriate word or phrase in order to accomplish such intentions.

INTENTIONALLY LEFT BLANK

Section 4.	Effective Date.		
This Ordinar	nce shall become effective upo	n filing	with the Department of State.
DONE AND	ENACTED this day of _		, 2015.
		ВОА	ARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA
		Ву: _	
			Steven Barry, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court		
	Ву:		-
(SEAL)	Deputy Clerk		
ENACTED:			
FILED WITH	THE DEPARTMENT OF STA	TE:	
EFFECTIVE	DATE:		



Al-9221 Growth Management Report 12. 5.
BCC Regular Meeting Public Hearing

Meeting Date: 11/05/2015

Issue: 5:48 p.m. - A Public Hearing Concerning the Review of an LDC

Ordinance Amending Chapter 3, Zoning Regulations

From: Horace Jones, Director Organization: Development Services

RECOMMENDATION:

5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3, Section 3-2.5

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC) Chapter 3, Article 2, Section 3-2.5, Low Density Residential District (LDR), to remove reference to one acre minimum lot size for new subdivisions in V-1 zoning prior to the adoption of the Land Development Code.

At the October 6, 2015, Planning Board Meeting, the Board members recommended approval of this Ordinance.

BACKGROUND:

On August 20, 2015, the BCC adopted an Ordinance creating a minimum lot size of one acre for parcels zoned V-1. The BCC feels this could create adverse impacts on economic development within Escambia County.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the LDC, will be filed with the Department of State following adoption by the board.

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared 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

<u>Draft Ordinance</u> Clean Ordinance

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Removeal of 1 acre	min lot size	
Date: 09/09/15		
Date requested back by:	09/11/15	
Requested by: Allyson Cain		
Phone Number: 595-3547		
(LEGAL USE ONLY)		
Legal Review by Kern	A A. Smith	
Legal Review by Date Received: Continue of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the	5	
	and legal sufficiency.	
Not approved.		
Make subject to lega	l signoff.	
Additional comments:		

 AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA; AMENDING CHAPTER 3, SECTION 3-2.5, LOW DENSITY RESIDENTIAL DISTRICT (LDR), TO REMOVE THE ONE ACRE MINIMUM LOT SIZE SITE AND BUILDING REQUIREMENT FOR LAND PREVIOUSLY ZONED V-1; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through its Land Development Code (LDC), the Escambia County Board of County Commissioners desires to preserve the county as a desirable community in which to live, vacation and do business; and

WHEREAS, the Board adopted a one acre minimum lot size for new subdivisions zoned V-1 prior to the adoption of the LDC on April 16, 2015; and

WHEREAS, the Board finds that maintaining the one acre minimum lot size for new subdivisions of land zoned V-1 prior to the adoption of the LDC could have adverse impacts on economic development within Escambia County;

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

<u>Section 1.</u> Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Section 3-2.5(d) is hereby amended as follows: (words <u>underlined</u> are additions and words <u>stricken</u> are deletions):

Sec. 3-2.5 Low Density Residential district (LDR)

- **(d) Site and building requirements.** The following site and building requirements apply to uses within the LDR district:
 - (1) Density. A maximum of four dwelling units per acre.
 - (2) Floor area ratio. A maximum floor area ratio of 1.0 for all uses.
 - (3) Structure height. A maximum structure height of 45 feet above highest adjacent grade unless otherwise prescribed by use.
 - (4) Lot area. A minimum lot size of one acre for new subdivisions in V-1 zoning on April 16, 2015. For all other lots, there is nNo minimum lot area unless prescribed by use.
 - (5) Lot width. A minimum lot width of 20 feet at the street right-of-way for cul-de-sac lots and 50 feet for all other lots, and a minimum width of 70 feet at the front building line for all lots.

(6) Lot coverage. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses. (7) Structure setbacks. For all principal structures, minimum setbacks are: a. Front and rear. Twenty-five feet in the front and rear. **b. Sides.** On each side, five feet or 10 percent of the lot width at the front building line, whichever is greater, but not required to exceed 15 feet. (8) Other requirements. a. Horse shelters. Stables or other structures for sheltering horses or other domesticated equines shall be at least 50 feet from any property line and at least 130 feet from any dwelling on the property of another landowner. b. Chapters 4 and 5. Refer to chapters 4 and 5 for additional development regulations and standards. Section 2. 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.

Inclusion in Code. Section 3.

It is the intention of the Board of County Commissioners that the provisions of this ordinance shall be codified as required by Section 125.68, Florida Statutes, and that the sections, subsections and other provisions of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

INTENTIONALLY LEFT BLANK

ORDINANCE NUMBER 2015-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA; AMENDING CHAPTER 3, SECTION 3-2.5, LOW DENSITY RESIDENTIAL DISTRICT (LDR), TO REMOVE THE ONE ACRE MINIMUM LOT SIZE SITE AND BUILDING REQUIREMENT FOR LAND PREVIOUSLY ZONED V-1; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through its Land Development Code (LDC), the Escambia County Board of County Commissioners desires to preserve the county as a desirable community in which to live, vacation and do business; and

WHEREAS, the Board adopted a one acre minimum lot size for new subdivisions zoned V-1 prior to the adoption of the LDC on April 16, 2015; and

WHEREAS, the Board finds that maintaining the one acre minimum lot size for new subdivisions of land zoned V-1 prior to the adoption of the LDC could have adverse impacts on economic development within Escambia County;

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

<u>Section 1.</u> Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Section 3-2.5(d) is hereby amended as follows: (words <u>underlined</u> are additions and words <u>stricken</u> are deletions):

Sec. 3-2.5 Low Density Residential district (LDR)

- **(d) Site and building requirements.** The following site and building requirements apply to uses within the LDR district:
 - (1) **Density.** A maximum of four dwelling units per acre.
 - (2) Floor area ratio. A maximum floor area ratio of 1.0 for all uses.
 - **(3) Structure height.** A maximum structure height of 45 feet above highest adjacent grade unless otherwise prescribed by use.
 - (4) Lot area. A minimum lot size of one acre for new subdivisions in V-1 zoning on April 16, 2015. For all other lots, there is nNo minimum lot area unless prescribed by use.
 - (5) Lot width. A minimum lot width of 20 feet at the street right-of-way for cul-de-sac lots and 50 feet for all other lots, and a minimum width of 70 feet at the front building line for all lots.

- **(6) Lot coverage.** Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses.
- (7) Structure setbacks. For all principal structures, minimum setbacks are:
 - a. Front and rear. Twenty-five feet in the front and rear.
 - **b. Sides.** On each side, five feet or 10 percent of the lot width at the front building line, whichever is greater, but not required to exceed 15 feet.
- (8) Other requirements.
 - a. Horse shelters. Stables or other structures for sheltering horses or other domesticated *equines* shall be at least 50 feet from any property line and at least 130 feet from any dwelling on the property of another landowner.
 - **b. Chapters 4 and 5.** Refer to chapters 4 and 5 for additional development regulations and standards.

Section 2. Severability.

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

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this ordinance shall be codified as required by Section 125.68, Florida Statutes, and that the sections, subsections and other provisions of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

INTENTIONALLY LEFT BLANK

Section 4.	Effective Date.	
This Ordinar	nce shall become effective upor	n filing with the Department of State.
DONE AND	ENACTED this day of	, 2015.
		BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA
		By: Steven Barry, Chairman
ATTEST:	Pam Childers Clerk of the Circuit Court	
Ву:	Deputy Clerk	
(SEAL)		
ENACTED:		
FILED WITH	H THE DEPARTMENT OF STA	TE:

EFFECTIVE DATE:



Al-9232 Growth Management Report 12. 1.

BCC Regular Meeting Consent

Meeting Date: 11/05/2015

Issue: Schedule of Public Hearings

From: Horace Jones, Director Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

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

A. Thursday, November 17, 2015

9:05 a.m. - A Public Hearing - SRIA Setback Ordinance (first of two public hearings)

B. Thursday, December 10, 2015

1. 5:45 p.m. - A Public Hearing to amend the official Zoning map to include the following Rezoning Case heard by the Planning Board on November 3, 2015.

a. Case No.: Z-2015-19

Address: 1700 Block Jacks Branch Road

Property 30-2N-31-4000-000-000

Reference No.:

From: Agr, Agricultural district (one du/20 acres)

To: LDR, Low Density Residential district, Detailed Specific Area Plan Land

Use Conservation Neighborhood (three du/acre)

FLU Category: AG, Agriculture

Commissioner 5

District:

Requested by: Brad McLaughlin, Agent for Long and Moore Land Company, LLC,

Owner

2. 5:46 p.m. - A Public Hearing - Temporary Uses and Structures Ordinance

3. 5:47 p.m. - A Public Hearing - CPA-2015-08 - Removing the Residential Development Limitation for Lodging Units in the FLU Category MU-PB (first of two public hearings)

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No file(s) attached.



Al-9203 County Administrator's Report 12. 1.

BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 11/05/2015

Issue: Waiver of the Noise Ordinance for New Year's Eve Fireworks Display

Near the Portofino Pier

From: Donald R. Mayo, Building Official/Department Director

Organization: Building Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement
Ordinance for the New Year's Eve Fireworks Display Launched from a Floating Platform Near
the Portofino Pier on Pensacola Beach - Donald R. Mayo, CBO, Building Services Department
Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, extending the time to include the New Year's Eve fireworks display, sponsored by Portofino, and launched from a floating platform near the Portofino Pier on Pensacola Beach, from 11:59 p.m., December 31, 2015, to 12:10 a.m., January 1, 2016.

BACKGROUND:

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III., Noise), was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance Number 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the health, safety, and welfare of the citizens of Escambia County, and promoting an environment free from sound and noise disruptive of peace and good order. On July, 23, 2013, the BCC adopted Escambia County Ordinance Number 2013-31, stating that the County has authority to regulate within its jurisdiction unreasonably loud noise based on decibel readings beyond certain limits and providing for two different noise regulation

standards within Escambia County is consistent with the Equal Protection Clause, so long as the division created is rationally related to a legitimate governmental objective. Again, on January 16, 2014, the BCC of Escambia County adopted Escambia County Ordinance Number 2014-5, defining the core area of Santa Rosa Island and providing two different noise regulation standards for the areas of Santa Rosa Island that are primarily commercial businesses and the areas that are almost exclusively residential to better ensure the health, safety, welfare, tranquility, and peace of the public.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Chapter 42, Article III. Noise. Section 42-66. Exemptions. (g), provides that the County Administrator shall provide the permit application as well as any other available information, to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit, as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

IMPLEMENTATION/COORDINATION:

The Building Inspections Division will issue a Special Event permit for this exemption.

Upon Board approval, the Escambia County Sheriff's Office will be notified of the issuance of this waiver.

Attachments

Application
SRIA Acknowledgement
Site Map



BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Development Services Bureau
3300 N. Pace Blvd., Suite 300, Pensacola, FL 32505
P.O. Box 17248
Pensacola, FL 32522-7248
(850) 595-3550 - Phone
(850) 595-3512 - FAX
www.myescambia.com

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SPECIAL EVENT PERMIT	Permit Numb	oer:	SE 151009487
	Building Per	mit Numbe	r:
Waiver to Noise Ordinance	Approved By	/ :	Date:
Applicant: Pyro Shows, Inc		Phone Nu	mber: 800-662-1331
Owner's Name: Lansden E. Hill, Jr.		Phone Nu	mber: 423-566-5729
Owner's Address: P.O. Box 1776			
City: LaFollette	State: TN		Zip Code: 37766
Job Address: 10 Portofino Drive Pensac	ola Beach, FL 32561		Lot or Apt. Number:
	Limited Waiver Se	ection Only	
Pursuant to Ordinance 2001-8, as amend be granted to organizations for special o	ed by Ordinance 2001- utdoor events to take p	36, a limite place in the	d waiver of the noise restrictions may community.
Date of Activity: December 31, 2015 – January 1, 2016	Description of Activity display performed at		l be a 10 minute duration aerial fireworks t.
Beginning Time: 12 Midnight Ending Time: 12:10 AM			
Pomarks or Comments: Fireworks will b	e launched from a floa	ting platfor	m near the pier at Portofino Island Resort.
Remarks of Comments. Theworks will b		eng piano.	
Driving Directions:			
Escrow Account Number:	,	Da	te: September 8, 2015
Applicant Signature:	E Hill A	14<	



May 5, 2015

Ms. Kristi Stewardson P.O. Box 1776 701 West Central Avenue LaFollette, TN 37766 800.662.1331

Dear Ms. Stewardson,

This letter is to acknowledge Pyro Shows will be performing firework display shows from a floating pontoon boat at Portofino Island Resort from May 24th through December 31, 2015.

Sincerely,

Cheryle L. Dill

Assistant Manager HR/Events Santa Rosa Island Authority





Al-9272 County Administrator's Report 12. 2.
BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 11/05/2015

Issue: Waiver of the Noise Ordinance for New Year's Eve Fireworks Display

at Pensacola Beach Pier

From: Donald R. Mayo, Building Official/Department Director

Organization: Building Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the New Year's Eve Fireworks Display at Pensacola Beach Pier - Donald R. Mayo, CBO, Building Services Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, extending the time to include the New Year's Eve fireworks display, sponsored by the Pensacola Beach Chamber of Commerce, at the Pensacola Beach Pier, from 11:59 p.m., December 31, 2015, to 12:10 a.m., January 1, 2016.

BACKGROUND:

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III., Noise), was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and guiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance Number 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise Abatement Ordinance to allow special outdoor events to take place in the community while promoting an environment free from sound and noise disruptive of peace and good order. On July 23, 2013, the BCC adopted Escambia County Ordinance Number 2013-31, stating that the County has authority to regulate within its jurisdiction unreasonably loud noise based on decibel readings beyond certain limits and providing for two different noise regulation standards within Escambia County is consistent with the Equal Protection Clause, so long as the division created is rationally related to a legitimate governmental objective.

Again, on January 16, 2014, the BCC of Escambia County adopted Escambia County Ordinance Number 2014-5, defining the core area of Santa Rosa Island and providing two different noise regulation standards for the areas of Santa Rosa Island that are primarily commercial businesses and the areas that are almost exclusively residential to better ensure the health, safety, welfare, tranquility, and peace of the public.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Chapter 42, Article III. Noise. Section 42-66. Exemptions. (g), provides that the County Administrator shall provide the permit application as well as any other available information to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit, as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

IMPLEMENTATION/COORDINATION:

The Building Inspections Division will issue a Special Event permit for this exemption.

Upon Board approval, the Escambia County Sheriff's Office will be notified of the issuance of this waiver.

Attachments

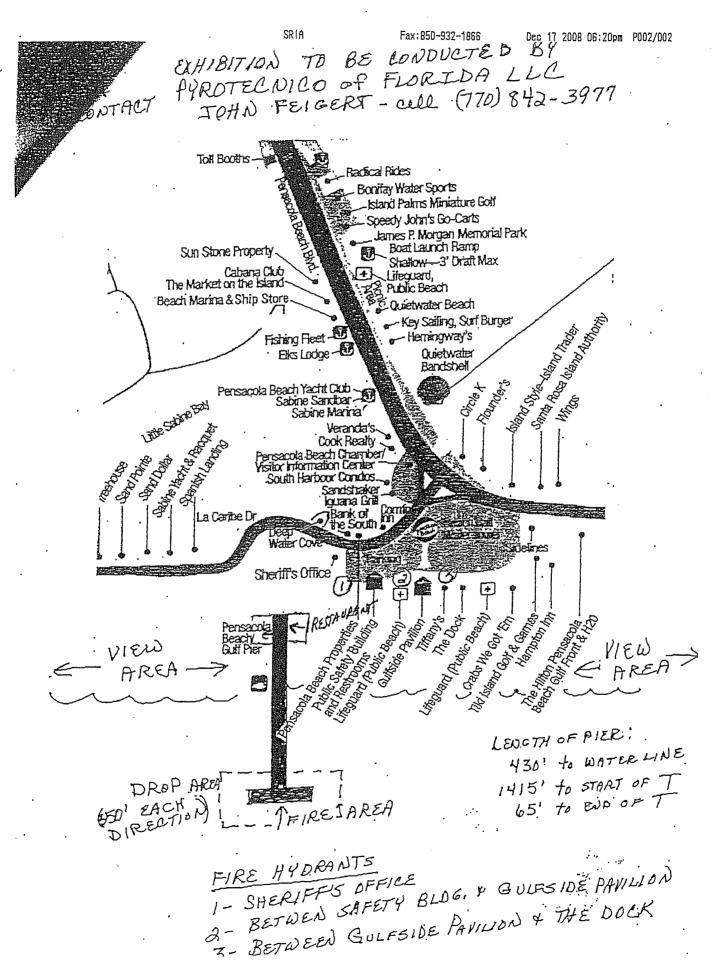
Application
Site Location
SRIA Approval



BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Development Services Department 3363 West Park Place, Pensacola, FL 32505 (850) 595-3550 - Phone (850) 595-3589 - FAX www.myescambia.com

SPECIAL EVENT PERMIT	Permit Number:	SE	15/0/0043
	Building Permit Num		
Waiver to Noise Ordinance	Approved By:		Date:
Applicant: Pyro Shows, Inc.	Phone		A10
Owner's Name: Lansden E. Hill Jr.	Phone I	Numbe	r:
Owner's Address: P.O. Box 1776			
City: LaFollette	State: TN	Z	Zip Code: 37766
Job Address: Pensacola Beach Pier @ 4	1 Pickens Rd. @ midnight 12/3	1/15 L	ot or Apt. Number:
	Limited Waiver Section Or	ily	
Pursuant to Ordinance 2001-8, as amend be granted to organizations for special o	utdoor events to take place in t		
Date of Activity: 12/31/15 - 1/1/16	Description of Activity:		£ O
Beginning Time: Ending Time:		nber o	f Commerce as stated in attached
12:00 AM 12:10 AM	attached letter.		
Remarks or Comments:			
Driving Directions:			
Escrow Account Number:	1 1	Date:	10/21/15
Applicant Signature:	ful py My A	F	



From: Nicole Stacey To: Kathy Peterson

Subject: FW: Pensacola Beach Chamber-NYE Date: Thursday, October 22, 2015 4:01:50 PM

Attachments: image002.png

Here is the approval for New Year's Eve. Please let me know if you need any other documents. Hope all is well!

Thank you,

Nicole Stacey President/CEO

Pensacola Beach Chamber of Commerce

Visitor Information Center P 850-932-1500/F 850-932-1551 www.pensacolabeachchamber.com



🚹 "Like us on Facebook!"

From: Cheryle Dill [mailto:cheryle_dill@sria-fla.com] Sent: Wednesday, October 21, 2015 9:09 AM

To: 'Christy Rigney'

Cc: Robbie Schrock; Nicole Stacey; Buck Lee; Dave Greenwood; Charlie Morgan

Subject: RE: Pensacola Beach Chamber-NYE

Christy,

I am in receipt of your letter of notification regarding the fireworks display on December 31, 2015 for Pensacola Beach Chamber of Commerce. I have copied those who might need to be aware of the show in this reply.

Cheryle Dill

Santa Rosa Island Authority **Human Resources and Event Coordinator** 1 Via De Luna Drive

Pensacola Beach, FI 32561 Office: 850-932-2257 Ext. 231

Cell: 850-797-2957 Fax: 850-932-1866



SRIA Mission: "To promote tourism, manage growth and provide entertainment in a

safe, clean, eco-friendly environment."

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

From: Christy Rigney [mailto:C.Rigney@pyroshows.com]

Sent: Wednesday, October 21, 2015 9:01 AM

To: cheryle_dill@sria-fla.com

Cc: James Woods < <u>James@pyroshows.com</u>>; Kristi Stewardson < <u>Kristi@pyroshows.com</u>>

Subject: Pensacola Beach Chamber-NYE

Cheryle,

Here is the acknowledgement letter for the Pensacola Beach Chamber- NYE Celebration on December 31, 2015.

Thank you!





Al-9227 County Administrator's Report 12. 3.
BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 11/05/2015

Issue: Disposition of Property

From: Lorrie Davis, Human Resources Associate II

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Human Resources

Department - Thomas G. Turner, Human Resources Department Director

That the Board approve the Request for Disposition of Property Form for the Human Resources Department for all items of equipment, which are described and listed on the Request Form, with reason for disposition stated. The items are to be auctioned as surplus or disposed of properly.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. This policy and procedure is in accordance with Florida Statute 274.06.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Board's Policy Section II, Part B.1, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board and document execution, the Human Resource Department will remove the property tag and return the tag and signed Disposition to the Clerk of the Circuit Court. The Clerk's Office will remove the equipment from the Human Resource Department's inventory.

Attachments

HRPropertyDisposition

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO:	Clerk & Co	omptroller's Finance Departme	nt				
FROM	DM: Disposing Department: Human Resources COST CENTER NO: 140601						
Allison Brice		DATE:	October 14,	2015			
Proper	ty Custodian ((PRINT FULL NAME)		8			
Proper	ty Custodian ((Signature):	Brie	Phone No:	595.4992		
REOUE	ST THE FOL	LOWING ITEM(S) TO BE DISP	OSED:				
TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM		AL NUMBER	MODEL	YEAR	CONDITION
Υ	051087	Laserjet printer	CN	NGRB92960	2200DTN	2002	broken
Υ	051100	InFocus projector	AA	AAN2260VK	LP280	2002	FAIR
Υ	054263	Digital copier		31750300	Bizhub DI 3510	2005	FAIR
Υ	055568	InFocus LP600 projector	AM	RV64101213	LP600	2006	FAIR
N	055569	InFocus LP600 projector	BF	/M01901754	LP600	2006	FAIR
Disposa	Comments:	equipment will be given to Tar	ra Cannon, l	Property sales			
INFORM	MATION TECH	INOLOGY (IT Technician):	Teresa Creel				
			Print Name				
Conditio	ons: XXX Dis	spose-Good Condition-Unusable for	BOCC				
		spose-Bad Condition-Send for recyc		.			
			inig-Onusaoic	,			
Comput	er is Ready for I	Disposition					
Date:	10-14-2015	Information Technology Technic	cian Signature		Mac	2	
1	0 14 2015						
	0-14-2015 Escambia Cour	nty Department Director (Signature)):				
		Director (Print Nam	e): Thor	nas G. Turner			
RECOM	IMENDATION	•					
		ty Commissioners					
Meeting	Date: 11/0	J5/2015					
Approve	d by the County	y Commission and Recorded in the l	Minutes of:				
	Pam Childers, Clerk of the Circuit Court & Comptroller						
				By (Deputy Clerk)			
This Equ	ipment Has Be	en Auctioned / Sold					
by:	•						
	Print Name		Signature			Date	
		to Clerk & Comptreller's Finance D					
Clerk &	Comptroller's I	Finance Signature of Receipt		Date			

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction.

rev. sh 11.19.13



Al-9075 County Administrator's Report 12. 4.
BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 11/05/2015

Issue: Reappointments and Appointment to the Escambia County Extension

Council

From: Keith Wilkins, Department Director

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Reappointments and an Appointment to the Escambia County Extension Council - Keith T. Wilkins, Department of Natural Resources Management Director

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

A. Reappoint the following five individuals to a second two-year term, effective December 1, 2015, through November 30, 2017:

ZONE	NAME AND ADDRESS
1	Gary Purvis, 104 Briar Lake Road, Century, FL 32535
3	Karen Hall, 10430 Highway 97A, Walnut Hill, FL 32568
7	Christine Rodgers, 6840 Frank Reeder Road, Pensacola, FL 32526
9	Jerry Patee, 5219 Pale Moon Drive, Pensacola, FL 32507
11	Mary Patricia (Pat) Bush, 3525 Bayswater Drive, Pensacola, FL 32514

B. Appoint the following individual to a two-year term, effective December 1, 2015, through November 30, 2017, to replace Charles Woodward, whose term expires on November 30, 2015:

ZONE	NAME AND ADDRESS
5	Jerry Dwain Drinkard, Jr., 1101 Highway 196, Molino, FL 32577

- C. Request the County Administrator's Office to provide letters of appointment to the five members being reappointed for a second term and to Mr. Drinkard, who is being appointed for a first term of service; and
- D. Request the County Administrator's Office provide a letter of appreciation to the following individual, who has completed his second two-year appointment:

ZONE	NAME AND ADDRESS
5	Charles Woodward, 5516 Molino Road, Molino, FL 32577

These individuals, who were nominated by the Nominating Committee selected by the Escambia County Extension Council, reside in the zone for which appointed and are known to have an interest and concern for programs of the Escambia County Extension, and have been nominated without regard to race, color, creed, sex, or national origin.

BACKGROUND:

Chapter 67-1366, Laws of Florida, authorizes establishment of a county extension council and division of the county into zones or districts by the Board of County Commissioners (BCC). Council members are appointed by the BCC, subject to the approval of the Florida Cooperative Extension Service. The council is to be composed of an odd number of members, men and women, numbering neither less than 13 nor more than 21. The persons appointed are to be known to have an interest in and concern for the agricultural, family and consumer sciences (home economics), and youth programs of extension; in developing the rural and urban sections; and in developing the county and its resources. At least one council member shall be a member of the BCC.

To ensure that every section of the county is represented, the county is divided into zones and a member is selected from each zone. Members must live in the zone to which he/she is appointed and serve staggered two-year terms. Members may serve for a maximum of two consecutive two-year terms before rotating off and must be off the Council for one two-year term before becoming eligible to serve again.

These individuals, who were nominated by the Nominating Committee selected by the Escambia County Extension Council, reside in the zone for which appointed and are known to have an interest and concern for programs of Escambia County Extension, and have been nominated without regard to race, color, creed, sex, or national origin.

BUDGETARY IMPACT:

No budgetary impact associated with appointments to the Extension Council.

LEGAL CONSIDERATIONS/SIGN-OFF:

No legal consideration required for Extension Council Appointments.

PERSONNEL:

No personnel impact associated with appointments to the Extension Council.

POLICY/REQUIREMENT FOR BOARD ACTION:

Per County Administrator's policy, attached is an information form for each individual being considered for appointment.

IMPLEMENTATION/COORDINATION:

After final BCC action, the Extension Division Manager will forward the BCC's recommendation to the University of Florida Dean for Extension for consideration and approval/confirmation.

Nominations were recommended by the Nominations Committee of the Escambia County Extension Council. Nominees have agreed to serve if appointed.

Attachments

purvis info sheet
hall info sheet
rodgers info sheet
patee info sheet
bush info sheet
drinkard info sheet

Extension Council Nominee Information Sheet

Name:	Gary Purvis	
Mailing Address:	104 Briar Lake Rd	
City / State / Zip:	Century, FL 32535-3155	
Contact Phone:	850-336-2518	
Alternate Phone:	850-327-4294	
How long have you	been a resident of Escambia County?	35 years
Current employer 8	Self-employed	
position. If retired, last employer	Sugarfoot Farms	
Educational	Ernest Ward High School	1
Background	PJC for 2 years	
List any work with Extension Programs or Civic/Volunteer Groups	N/A	
List any hobbies or activities involved with or pursuing	Farming full time	
Anything else you would like to add	N/A	

E-mail address:

garysgrft@aol.com

Karen Hall was born and raised in rural north Escambia County. She currently lives in Bay Springs with her husband and enjoys gardening and fishing. Karen has two daughters and two grandchildren. After graduating from the University of West Florida with a bachelor's degree in Elementary and Early Childhood Education, she taught in rural elementary schools for 28 years. Karen received her Master's Degree in Educational Leadership from UWF and has been the Principal of Bratt Elementary for four years.

Contact Info:

Janean (Karen) Hall 10430 Highway 97A Walnut Hill, FL 32568

850-327-6137

Jhall2@escambia.k12.fl.us

Extension Council Nominee Information Sheet

Name:	Christine Rodgers
Mailing Address:	6840 Frank Reeder Rd.
City / State / Zip:	Pensacola Plorida 32526
Contact Phone:	944-8150 Home
Alternate Phone:	221-S171 cell
How long have you	been a resident of Escambia County?
Current employer & position. If retired, last employer	Not retired. Homeschool, Stay@home mom + wife. Last employer: Northwest Florida Home Health Agency
Educational Background	Attended GSTC - received certificate in Nursing Assistant.
List any work with Extension Programs or Civic/Volunteer Groups	4-H Volunteer Leader 9yrs secretary for Homeschool !league leyrs. Volunteered with Local Crisis pregnancy center. Work with missions and children @ my church.
List any hobbies or activities involved with or pursuing	Love to garden Love outdoor activities Love to read, relax, watch a good movie. Time with family
5 - 1 PASSO SER SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE SERVIC	
Anything else you would like to add	It has been a pleasure to serve on the Extension Council for the past two years and I would be honored to serve again.
E-mail address:	nikechristine 333@ yahoo.com

E-mail address:

Biography, Jerry Patee

Jerry Patee, Captain, Medical Service Corps, United States Navy, (Retired); served 31 years on active duty years as an Aviation Physiologist. His many military assignments included tours of duty from coast to coast where he was directly responsible for conducting Aviation Physiology and Water Survival Training for Naval Aviation Personnel. In his last assignment he served as Deputy Director, Medical Service Corps, Washington, D.C.

He first came to Pensacola in 1968 for his officers training, followed by his training as a Naval Aerospace Physiologist. He now calls Pensacola home. He is married to Jeannie.

After retiring from the Navy in 1999, he taught at George Mason High School in Falls Church, Virginia before returning to Pensacola in 2002.

Jerry has a BS in Secondary Education, Biology and Chemistry, a MS from the University of West Florida, MA from the University of Southern California.

He completed Master Gardener training in 2003 and has completed over 1500 volunteer hours. He represents Escambia County Master Gardeners through the Speakers Bureau Program. His talks include a variety subjects to a long list of organizations along the Gulf Coast, to included Educational Seminars in Mobile, Alabama, Santa Rosa County, and the Pensacola Federation of Garden Clubs, as well as many Garden Clubs and other civic organizations. He is a Team leader for the Whimsy Garden, and past Vice-President and Past President, Escambia County Master Gardeners in 2012, and currently serving on the Escambia County Master Gardener Executive Board.

He completed the Escambia County Florida Yards and Neighbors Program and is frequently called upon to provide yard consults to homeowners as a Florida Yard Advisor.

He completed the Florida Master Naturalist Program Upland and Wetland Modules in 2012 and 2013 conducted by Escambia and Santa Rosa County Extension Services. For his Florida Master Naturalist Program class project, he designed and is currently in the process of creating 14.5 acre Nature and Meditation Trail at the Perdido Bay United Methodist Church and Community Center. The Nature Trail Project recently received a \$4,000 International Paper Company Grant.

Jerry has assisted in providing interpretive Nature Hikes with the Escambia County Extension Office Agents.

He is a Group Leader for one of the many tours at the July 2014 Annual Conference for the National Association of Extension Office Agents, Mobile, Alabama, in July 2014.

He is found working on a number of Garden projects in the Pensacola area, to include the Demonstration and Whimsy Garden at the County Extension Office, Perdido Landfill Park, the Perdido Bay United Methodist Church Memorial Gardens and Community Center vegetable Garden, Habitat for Humanity landscaping projects; and his own yard is a work in progress.

He loves to travel with his wife and have been on a number of mission trips to include Honduras, Costa Rica, and UMCOR Depot in Baldwin, Louisiana and Salt Lake City. He is on the church Board of Trustees, Vice President of the Church Council, they also volunteer at their church kitchen every Wednesday night.

Jerry Patee 5219 Pale Moon Drive Pensacola, Florida, 32507 850-497-9298 kjpat@cox.net

Extension Council Nominee Information Sheet

Mary Patricia (Pat) Bush		
3525 Bayswater Drive		
Pensacola, FL 32514		
484 3012		
449 1215		
How long have you been a resident of Escambia County? 13 years		
Retired - American Heart Association, Wisconsin Affiliate Vice-President		
B.S. Briarcliff University M.S. University of Wisconsin		
Master Gardener since 2003 - President in 2-11 Habitat for Humanity-trainer, American Red Cross-Chairman of Volunteers, Power Squadron-Membership Chairman, Junior League of Pensacola		
Gardening, Boating, Event Planning, River Gardens Home Owner's Association		
/olunteer Experience: United Way of Milwlaukee and Galveston, TX, und raising, volunteer management, community organization, event planning.		

E-mail address: <u>mpatbush@cox.net</u>

Extension Council Nominee Information Sheet

Name:	Jerry Dwain Drinkard Jr
Mailing Address:	1101 Hwy 196
City / State / Zip:	Molino Florida 32577
Contact Phone:	251-295-3777
Alternate Phone:	850-449-0046
How long have you	been a resident of Escambia County? 4 years
Current employer & position. If retired, last employer	Self Employeed (JDCC Skin Care, LLC and Double Crown Farm, LLC)
Educational Background	Thomasville High School 1991
	University of West Alabama, Associate Degree of Nursing 1996
	Chamberlain College of Nursing Bachelor of Science in Nursing 2014
	Board Member for Northwest Florida Quarter Horse Association Board Member for Circle C Open Horse show association
List any hobbies or I	Raise and show American Quarter Horses and Palomino horses on a world show level
Anything else you would like to add	

E-mail address:

jerddrink@yahoo.com



Al-9142 County Administrator's Report 12. 5.
BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 11/05/2015

Issue: Conveyance of a Temporary Easement to the Florida Department of

Transportation for the Patricia Drive Bridge Replacement Project

From: Joy D. Blackmon, P.E., Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Conveyance of a Temporary Easement to the Florida Department of Transportation for the Patricia Drive Bridge Replacement Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of a Temporary Easement to the Florida Department of Transportation (FDOT) for their planned bridge replacement project on Patricia Drive:

A. Adopt the Resolution authorizing the conveyance of a Temporary Easement to FDOT, for their planned bridge replacement project on Patricia Drive; and

B. Authorize the Chairman to execute the Temporary Easement and the Resolution, related to this conveyance, without further action of the Board.

BACKGROUND:

The Florida Department of Transportation (FDOT) has a project designed to replace the Patricia Drive Bridge over Bayou Marcus Creek. Patricia Drive is a paved, county-maintained road of varying width, which extends north off West Fairfield Drive.

To facilitate their project, FDOT is requesting that the County convey a Temporary Easement for this portion of Patricia Drive.

All costs associated with the relocation of any County facilities and the recording of any documents will be borne by FDOT.

Staff has reviewed this request and determined that the conveyance of the Temporary Easement will have no adverse impact to the County and has no objections to the request.

BUDGETARY IMPACT:

All costs associated with the relocation of any County facilities and the acceptance and recording of documents will be borne by FDOT.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Temporary Easement and the Resolution were approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the Escambia County Code of Ordinances.

Attachments

Resolution
Temporary Easement
FDOT R/W Map
Aerial View Map

TE.ESC 10/04

January 18, 2015

This instrument prepared by, or under the direction of Everett F. Jones
Department of Transportation
P. O. Box 607
Chipley, FL 32428

Parcel 700.1 Item/Segment No. 4304721 Managing District 3 S.R. No. Patricia Driv.

S.R. No. Patricia Drive County Escambia

RESOL	UTION		
ON MOTION of Commissioner, the following I	Resolution w	, seconded by Commis as adopted:	sioner
WHEREAS, the State of Florida Depa or improve County Road: Patricia Drive. Fina County, Florida: and			
WHEREAS, it is necessary that certain Is temporarily by the State of Florida Department	ands now ow of Transport	ned by Escambia County ation: and	be used
WHEREAS, said use is in the best interes	est of the Co	unty: and	
WHEREAS, the State of Florida Departnessaid County to execute and deliver to the State attached temporary easement, or easements, i Transportation, for the purpose of constructing plans, and said request having been duly consi	of Florida Den n favor of the the project a	epartment of Transportation State of Florida Department	on the ent of
NOW THEREFORE, BE IT RESOLVED Escambia County, that the application of the State temporary easement, or easements, is for traccommunity interest and for public welfare; that soft the State of Florida Department of Transport and executed by this Board of County Commiss BE IT FURTHER RESOLVED that a certorthwith to the State of Florida Department of Florida 32428.	tate of Florida insportation partemporary tation, in Escapioners, Con- tified copy of	a Department of Transporturposes which are in the easement, or easements, ambia County, should be sideration shall be \$_N/A\$ this Resolution be forwar	tation for public or in favor drawn
Adopted this the	day of		_, 2015
		COUNTY COMMISSION COUNTY, FLORIDA	ERS
	Ву	n Barry, Chairman	
	Steve	n Barry, Chairman	
ATTEST: PAM CHILDERS CLERK OF THE CIRCUIT C By	OURT	This document apparent legal pufficient	

08-TE.11-11/00

January 18, 2015

This instrument prepared by, or under the direction, of, Everett F. Jones Department of Transportation P. O. Box 607 Chipley, FL 32428

Legal description approved by, Wilson Dilmore

700.1 Parcel Item/Segment No. 4304721 Managing District 3

S.R. No. Patricia Drive County Escambia

TEMPORARY EASEMENT

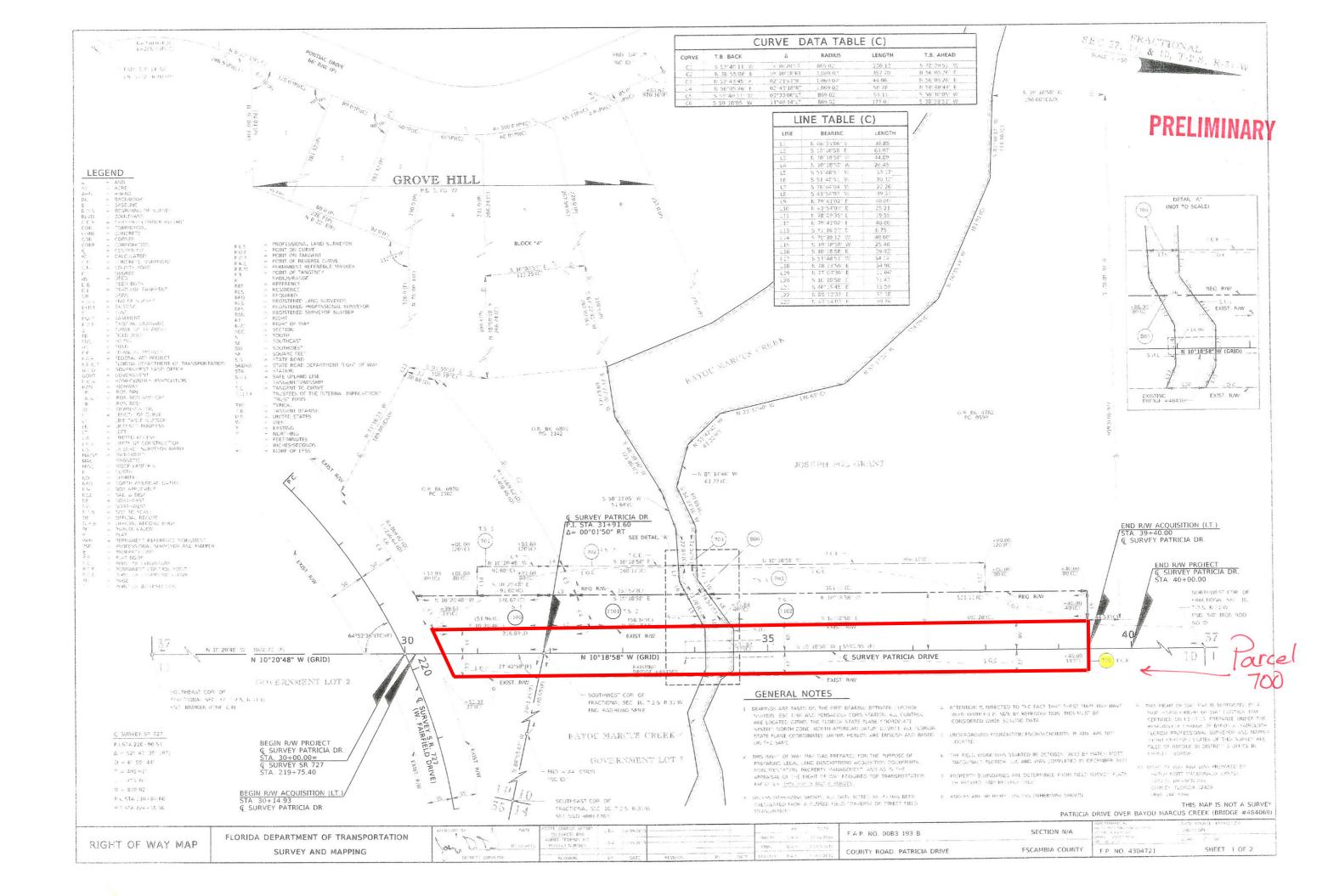
THIS EASEMENT made this	day of	20_, by and between	ESCAMBIA
COUNTY, a political subdivision of the	State of Florida, gra	antor, and the STATE	OF FLORIDA
DEPARTMENT OF TRANSPORTATIO	N, whose address i	s Post Office Box 607	. Chipley.
Florida 32428, its successors and assig	gns, grantee.	F 970 100	,,

WITNESSETH that for and in consideration of the sum of One Dollar and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a temporary easement for the purpose of constructing the project according to current construction plans in, upon, over and through the following described land in Escambia County, Florida, described as follows, viz:

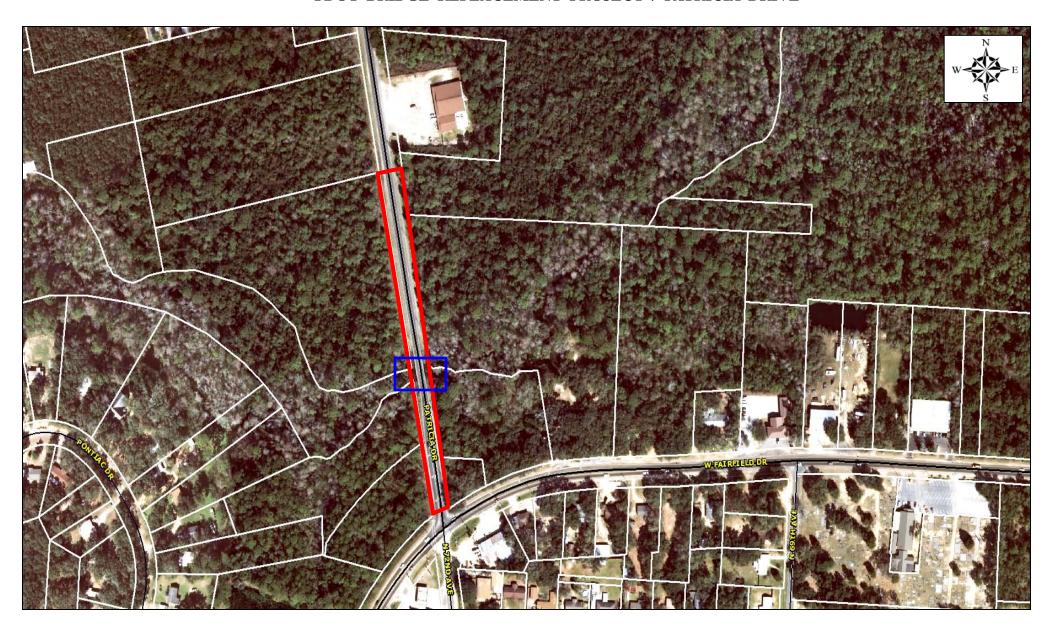
The existing right of way of dedicated and used Patricia Drive lying between State Road 727 (South Fairfield Drive) and a point 940 feet northerly of said State Road 727, being in Sections 10, 11 and 37 Fractional Township 2 South, Range 31 West, Escambia County, Florida, as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F. P. No. 4304721, as filed in the F.D.O.T. District 3 Office, Chipley, Florida.

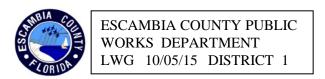
This easement shall	automatically terminate upon completion of the projec	t, but
no later than	, 20	

TO HAVE AND TO HOLD the same unto said	grantee, its successors and assigns forever.
	s caused these presents to be executed in its name Chairman of said Board, the day and year aforesaid
	BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
	By Steven Barry, Chairman
ATTEST: PAM CHILDERS CLERK OF THE CIRCUIT COURT	l to form
Deputy Clerk	This document approved as to form and legal syfficienty. By John France Automy Title Automy Date Oct 14 205



FDOT BRIDGE REPLACEMENT PROJECT / PATRICIA DRIVE





TEMPORARY EASEMENT AREA / PORTION OF PATRICIA DRIVE

APPROXIMATE LOCATION OF BRIDGE



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-9211 County Administrator's Report 12. 6.
BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 11/05/2015

Issue: Temporary Road Closure - Detroit Boulevard

From: Joy D. Blackmon, P.E., Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Temporary Road Closure on Detroit Boulevard for the Completion of a Railroad Crossing Replacement - Joy D. Blackmon, P.E., Public Works Department Director

That the Board adopt and authorize the Chairman to sign a Resolution approving a Temporary Road Closure on Detroit Boulevard, to allow for the completion of a railroad crossing replacement in conjunction with Florida Department of Transportation Project FPID Number 218603-1-52-01, on State Road (SR) 95 (Hwy 29) from I-10 to Nine and One-Half Mile Road.

BACKGROUND:

The Florida Department of Transportation (FDOT) proposes to undertake and complete a multi-lane reconstruction project (FPID Number 218603-1-52-01) on State Road (SR) 95 (Highway 29) from I-10 to Nine and One-Half Mile Road. This project is expected to begin Summer 2016. It is necessary that Detroit Boulevard, owned and maintained by Escambia County, be temporarily closed from Untreiner Avenue to SR 95 (Highway 29) for an approximate duration of three days for the purpose of constructing a turn lane on Detroit Avenue. The turn lane will cross the existing railroad tracks west of Highway 29, which requires that the crossing be upgraded.

There will be a detour available at Untreiner Road north to Hannah Street or south to Broad Street. The temporary road closure will reduce construction time and costs, minimize right-of-way purchase and/or construction easements.

This Resolution is being requested by the FDOT because the closure takes place on a County roadway.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and signed off on the Resolution.

PERSONNEL:

No additional personnel required.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Staff will continue to coordinate with FDOT. A certified copy of the Resolution shall be forwarded to FDOT, 1074 Highway 90, Chipley, FL 32428.

Attachments

Resolution

Detroit Rd Closure Info

RESOLUTION NUMBER R2015-____

COUNTY RESOLUTION BOARD OF OF THE COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, APPROVING A TEMPORARY ROAD **CLOSURE** PURSUANT TO COMPLETION OF Α RAILROAD CROSSING REPLACEMENT: PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation ("DEPARTMENT") proposes to undertake and complete one multi-lane reconstruction project in Fiscal Year 2016 in Escambia County, Florida; and

WHEREAS, this multi-lane project includes: FPID Number 218603-1-52-01 SR 95 from I-10 to Nine and One Half Mile Road (the "PROJECT"); and

WHEREAS, Escambia County supports the DEPARTMENT'S efforts in these regards; and

WHEREAS, it is necessary that Detroit Boulevard, owned and maintained by Escambia County, be temporarily closed for an approximate duration of 3 days and there will be a detour available at Broad and/or Hannah Streets and Untreiner Avenue to successfully complete the PROJECT; and

WHEREAS, said road closure will reduce construction time and costs, minimize right of way purchase and/or construction easements; and

WHEREAS, said road closure will be performed in accordance with the Construction Plans dated May 29, 2015, including any revisions thereof as exist on file with the DEPARTMENT (the "PLANS") for this PROJECT, which are herein incorporated by reference.

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

SECTION 1. That the above recitals are true and correct and incorporated herein by reference.

SECTION 2. That the Board of County Commissioners does hereby authorize the DEPARTMENT to temporarily close Detroit Boulevard in accordance with the PLANS.

SECTION 3. That the Board of County Commissioners does hereby agree that Escambia County will continue to maintain County owned detour roads during construction of the PROJECT.

SECTION 4. That a certified copy of this resolution shall be forwarded to the Florida Department of Transportation at 1074 Highway 90, Chipley, Florida 32428.

SECTION 5. That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

ADO	PTED this day of	, 2015.
		BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
		By: Steven Barry, Chairman
ATTEST:	Pam Childers Clerk of the Circuit Court	
	By: Deputy Clerk	<u> </u>

Approved as to form and legal sufficiency.

By/Title: Date: 7

DETROIT BOULEVARD ROAD CLOSURE INFORMATION

FPID #:	218603-1-52-01
Local Description:	SR 95 from SR 8 (I-10) to 0.5 miles north of SR 10 (US 90A/Nine Mile Road)
Type of Work:	Widen Roadway from four lane divided rural arterial to a six lane suburban arterial and reconstruct rail crossing at Detroit Blvd.
Design Project Mgr.:	Sandra Lamb, PE
Letting Date:	5/25/2016
Justification for Closure:	Reduce construction time and minimize R/W purchase and/or construction easement.
Length of Detour:	1.5 Miles
Length of Closure (Time):	Estimated 3 days (Rail Construction Only)
Coordination and Advertisement:	Public Information Meeting Held September, 9th 2014.
Local Concurrence:	Joy D. Blackmon, PE, Escambia County Engineer
Approved by:	James T. Barfield, PE, District Three Secretary

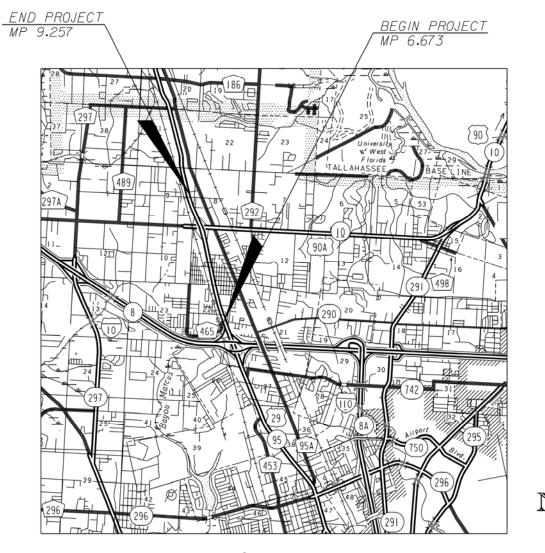
Attached: Location map (including detour route)

Note: After approval, return to above mentioned Design Project Manager.

SR 95 WIDENING FROM SR 8 (I-10) TO 0.5 MILES N OF SR 10 (US 90A/NINE MILE ROAD) DETOUR ROUTE VICINITY MAP

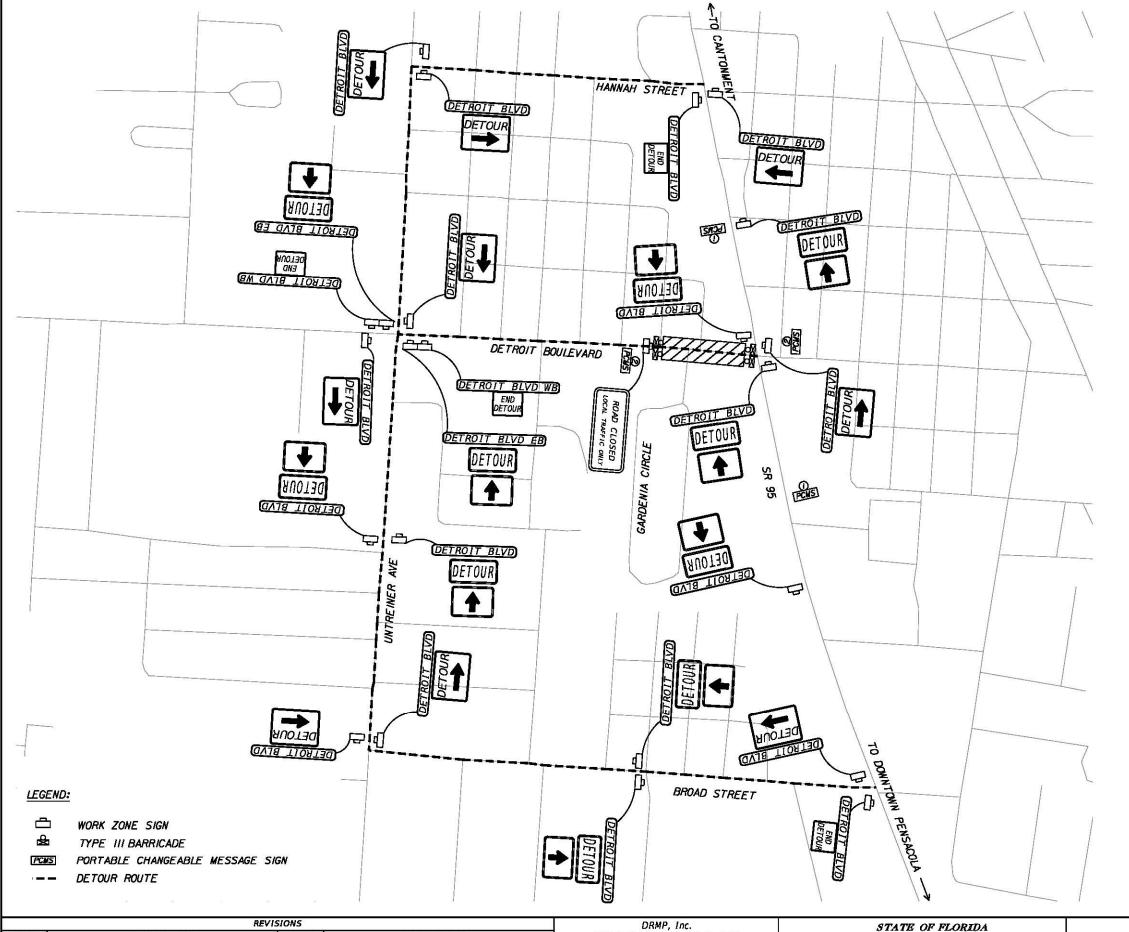
FINANCIAL PROJECT I.D. 218603-1-52-01
FEDERAL PROJECT NO. N/A

ESCAMBIA COUNTY





LOCATION MAP





I. THIS DETOUR IS TO BE UTILIZED FOR THE CLOSURE OF DETROIT BOULEVARD DUE TO RAILROAD RECONSTRUCTION ONLY. THE ESTIMATED TIME FOR THIS OPERATION IS 3 DAYS DURING PHASE 3. REQUESTS FOR ADDITIONAL DAYS SHALL BE APPROVED BY THE PROJECT ENGINEER.

2. ACCESS TO GARDENIA CIRCLE MUST BE MAINTAINED AT ALL TIMES.

3. FOR VARIABLE MESSAGE SIGN DISPLAYS SEE TABLE BELOW.

PCMS () MESSAGE DETAIL
TWO WEEKS BEFORE DETOUR IS USED:

DETROIT BLVD WB CLOSED

STARTS (XX/XX/XX)

PCMS() MESSAGE DETAIL
WHEN THE DETOUR IS BEING USED:

DETROIT BLVD WB CLOSED

DETOUR AHEAD

PCMS ② MESSAGE DETAIL TWO WEEKS BEFORE DETOUR IS USED:

NIGHTLY LANE **CLOSURES**

STARTS (XX/XX/XX)

* CONTRACTOR MAY ALTER DISPLAYS WITH THE APPROVAL OF THE ENGINEER.

> DETROIT BOULEVARD RAILROAD CLOSURE

DESCRIPTION DATE DESCRIPTION DATE 700 S Palafox St - Suite 160 DEPARTMENT OF TRANSPORTATION Pensacola, FL 32502 FINANCIAL PROJECT ID ROAD NO. COUNTY Phone: (850) 469-9077 Fax: (850) 469-9073 Certificate Of Authorization No. 2648 **ESCAMBIA** 218603-1-52-01 S. Scott Early, P.E. License No. 51914

TEMPORARY TRAFFIC CONTROL PLANS

SHEET NO.

540

2:48:13 PM T:\2186031\21860315201\roadway\TCDTRD05.DGN



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-9206 County Administrator's Report 12.7.
BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 11/05/2015

Issue: Request for Disposition of Property **From:** Michael Tidwell, Department Director

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Corrections

Department - Michael A. Tidwell, Corrections Department Director

That the Board approve the Request for Disposition of Property Form for the Corrections Department, for the property which is described and listed on the Disposition Form, with reason for disposal stated.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The obsolete property listed on the attached Request for Disposition of Property has been checked, declared to be obsolete and/or no use to the County, and suitable to be properly disposed of. The disposal of this property was part of County Bid PD13-14.098.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.07 and BCC Policy B-1,2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Attachments

Request for Disposition of Property

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO:	Clerk & Co	omptroller's Finance Departmen	nt				
FROM	: Disposing	Department: Corrections		COST CEN	TER NO:	290401	
Whitne	y C. Lucas	647,		DATE:	10/14/2015		
		(PRINT FULL NAME)					
10.00	ty Custodian (C. hua	Phone No:	850-595-31	14	
REOUE	ST THE FOL	LOWING ITEM(S) TO BE DISPO	OSED:				
TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM		L NUMBER	MODEL	YEAR	CONDITION
Υ Υ	61584	Steam Dryer		NA	NA	NA	Poor
Y	61585	Steam Dryer		NA	NA	NA	Poor
Y	61594	Dryer		NA	NA	NA	Poor
Y	61644	Dryer		NA	NA	NA	Poor
Y	61645	Dryer		NA	NA	NA	Poor
	l Comments:	Items were replaced and disposition in the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second s	osed of as pa	art of PD13-14.09	98		
Compute		spose-Good Condition-Unusable for spose-Bad Condition-Send for recycle	восс				
Date:		Information Technology Technic	ian Signature:				
Date: 1	0/14/2015		-		0.1	13	
		nty Department Director (Signature):	5	feela	John	1	10-16-1
		Director (Print Name	e): Micha	el A. Tidwell			
RECOM	IMENDATION	:					
TO:	Board of Count	y Commissioners					
Meeting	Date: 11/05/2	015					
Approve	d by the County	Commission and Recorded in the M		Pam Childers, Clerk By (Deputy Clerk)	of the Circuit Cou	ırt & Comptr	oller
This Equ	ipment Has Be	en Auctioned / Sold					
by:							- W
	Print Name		Signature			Date	
Property	Tag Returned t	o Clerk & Comptroller's Finance De					
Clerk &	Comptroller's F	Finance Signature of Receipt		Date			

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction.

rev. sh 11.19.13



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-5898 County Administrator's Report 12. 8.
BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 11/05/2015

Issue: Amendment to the Agreement for Professional Consulting Services

(PD 02-03.079)

From: Claudia Simmons, Purchasing Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Amendment to the Agreement for Professional Consulting Services (PD 02-03.079) - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve the form Amendment to the Agreement and authorize the County Administrator to execute the Amendment to the Agreement for Professional Consulting Services (PD 02-03.079, Professional Services as Governed by Florida Statute 287.055), between Escambia County, Florida, and the following firms, amending:

Article 7, paragraph 7.2 to read as follows:

7.2 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work of individual project task orders. Such changes must be negotiated and mutually agreed upon by both parties. The mutual agreement will be formalized by a the County providing written change order to the task order issued by the County notice to the Consultant.

Exhibit "A" to read as follows:

"Fee Schedules" for the continuing contract shall be established based on the "Current Averages for Audited Overhead, Expense and Facilities Capital Cost of Money (FCCM) Rates" as provided in the current Florida Department of Transportation (FDOT) Negotiation Handbook Guidelines For Professional Services Contracts, which is incorporated by reference herein. the following:

- Maximum Overhead 168%
- Maximum Profit 12%
- Maximum FCCM 1.50%
- Maximum Multiplier 301.66% (providing no single item above is exceeded

Existing Hourly Rates for each firm (based on an audited or auditable financial package)

Advanced Environmental Technologies, LLC

Alliance Design Group, P.A.

AMEC Environment & Infrastructure, Inc.

American Consulting Engineers of Florida, LLC

ARCADIS U.S., Inc.

Ascendant Solutions, LLC

Atkins North America, Inc.

Baskerville-Donovan, Inc.

Bay Design Associates Architects, PL

Bayside Consulting Group of Northwest Florida, LLC

Bellomo-Herbert and Company, Inc.

Berube Leonard, LLC

Biological Research Associates, LLC

Biome Consulting Group, LLC

Bosso-Imhof Environmental Services, Inc.

Broadway Engineering, P.A.

Buchart Horn, Inc.

Bullock Tice Associates, Inc.

Caldwell Associates Architects, Inc.

Cardno, Inc.

Choctaw Engineering, Inc.

Clemons, Rutherford & Associates, Inc.

Comprehensive Engineering Services, Inc.

Connely & Wicker, Inc.

CSA Group, Inc.

DAG Architects, Inc.

David W. Fitzpatrick, P.E., P.A.

Dell Consulting, LLC

Dyer, Riddle, Mills & Precourt, Inc.

Emerald Ocean Engineering

Engineering & Planning Resources, P.C.

EnSafe, Inc.

Environmental and Geotechnical Specialists, Inc.

Environmental Consulting & Technology, Inc.

Fabre Engineering, Inc., d/b/a Fabre Engineering & Surveying

Florida Bridge and Transportation, Inc.

Geci & Associates Engineers, Inc.

Geographic Technologies Group, Inc.

Geosyntec Consultants, Inc.

Goodwyn, Mills and Cawood, Inc.

Greenhorne & O'Mara, Inc.

Grimail Crawford, Inc.

Gulf Breeze Consulting, Inc.

Gulf Civil Engineering, Inc.

Gulf Coast Architectural Group, Inc.

Gulf States Engineering, Inc.

Hammond Engineering, Inc.

Handex Consulting and Remediation - Southeast, LLC

Harvard Jolly Clees Toppe Architects, P.A.

Hatch Mott MacDonald Florida, LLC

HDR Engineering, Inc.

Heffernan Holland Morgan Architecture, P.A.

Herbert-Halback, Inc.

Hernandez & Swift Associates, Inc.

Hernandez Calhoun Design International, P.A.

H.M. Yonge & Associates, Inc.

HSA Consulting Group, Inc.

Humber Garick Consulting Engineers, Inc.

Infrastructure Engineers, Inc.

Innovative Waste Consulting Services, LLC

Ivanco, Inc.

jehle-halstead, Inc.

JMA Engineering Services, Inc.

Joe DeReuil Associates, LLC

Jones Edmunds & Associates, Inc.

Kenneth Horne & Associates, Inc.

KHAFRA Engineering Consultants, Inc.

Kimley-Horn and Associates, Inc.

KJM Surveying, Inc.

Klocke & Associates, Inc.

LandMark Engineering and Land Planning, Inc.

Leidos, Inc.

Mehta and Associates, Inc.

MEP Engineering Solutions, Inc.

Merrill Parker Shaw, Inc.

Metric Engineering, Inc.

MRD Associates, Inc.

Municipal Engineering Services, Inc.

Neel-Schaffer, Inc.

Nobles Consulting Group, Inc.

NOVA Engineering and Environmental, LLC

Olsen Associates, Inc.

Peterson Engineering, Inc.

Preble-Rish, Inc.

Pittman, Glaze & Associates, Inc.

Premier Engineering Group, LLC

Professional Service Industries, Inc.

Quina Grundhoefer Architects, P.A.

Rebol-Battle & Associates, LLC

Reynolds, Smith and Hills, Inc.

RSW of NW FL, Inc., dba 360 Surveying Services

Sain Associates, Inc.

Sam Marshall Architects, P.A.

Schmidt Consulting Group, Inc.

Stearns, Conrad and Schmidt, Consulting Engineers, Inc., d/b/a SCS Engineers, Florida Sigma Consulting Group, Inc.

Singhofen & Associates, Inc.

Southeastern Archaeological Research, Inc.

Southeastern Surveying and Mapping Corporation

Southern Site & Utility Design, Inc.

STOA International/Florida, Inc.

Strobel & Hunter, Inc.

Terracon Consultants, Inc.

The WIT Group, Inc.

Thompson Engineering, Inc.

TOWNES + architects, P.A.

URS Corporation Southern

VANUS, Inc.

Volkert, Inc.

Wetland Sciences, Inc.

WK Dickson & Co., Inc.

Wolf Riddle & Associates

Wood+Partners, Inc.

BACKGROUND:

The legal advertisement for this "Request for Letters of Interest" (RLI) was originally advertised in the Pensacola News Journal on Sunday, August 24, 2003, and has been open for additional firms on a continual basis. The purpose of the amendment to the agreement is to allow for extensions of time through written notification by the County for a change in schedule and to establish a method for keeping up with the changes in overhead rates over the life of the agreement by following the Florida Department of Transportation guidelines.

Under the current contract, changes in scope or time extensions must be memorialized in a change order routed through the County's financial system even though there is no financial implication. This change will allow modifications to scope and time to be granted through a written memorialized instrument, but it will not require a change order in the finance system unless there are financial implications.

In addition Exhibit A is amending the maximum allowable rates to mirror those of FDOT. It should be noted that these are the maximum allowable rates and may be negotiated downward during each solicitation.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Contract Amendment prepared by Assistant County Attorney, Kristin Hual.

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II Purchases and Contracts and F.S. 287.055 "Consultants' Competitive Negotiation Act". The purpose of the amendment to the agreement is to allow for extensions of time through written notification by the County for a change in schedule and to establish a method for keeping up with the changes in overhead rates over the life of the agreement by following the Florida Department of Transportation. Under the current contract, changes in scope or time extensions must be memorialized in a change order routed through the County's financial system even though there is no financial implication. This change will allow modifications to scope and time to be granted through a written memorialized instrument, but it will not require a change order in the finance system unless there are financial implications.

In addition Exhibit A is amending the maximum allowable rates to mirror those of FDOT. It should be noted that these are the maximum allowable rates and may be negotiated downward during each solicitation.

IMPLEMENTATION/COORDINATION:

Upon Contract Amendment signature by each firm, the Office of Purchasing shall notify the Department(s).

Attachments

Amendment to Agreement Excerpt FDOT Guideline

AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES (PD 02-03.079)

THIS AMENDMENT TO THE AGREEMENT is entered into on, 2015, by and between Escambia County, Florida, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County") and, a [corporation] or [limited liability company] authorized to transact business in the State of Florida, whose address is, Pensacola, Florida 325 (hereinafter referred to as "Consultant").
WITNESSETH:
WHEREAS, on, 20, the County entered into an agreement with the Consultant to perform services in connection with PD 02-03.079; and
WHEREAS, the Parties have mutually agreed to revise certain provisions of the agreement; and
WHEREAS, as a result of said revisions, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.
NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the County and Consultant agree to amend the Agreement as follows:
1. That the foregoing recitals are true and correct and incorporated herein by reference.
2. That Article 7, paragraph 7.2 is hereby amended to read as follows:
7.2 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work of individual project task orders. Such changes must be negotiated and mutually agreed upon by both parties. The mutual agreement will be formalized by a the County providing written change order to the task order issued by the County notice to the Consultant.

That Exhibit "A" is amended to read as follows:

3.

"Fee Schedules" for the continuing contract shall be established based on the "Current Averages for Audited Overhead, Expense and Facilities Capital Cost of Money (FCCM) Rates" as provided in the current Florida Department of Transportation (FDOT) Negotiation Handbook Guidelines For Professional Services Contracts, which is incorporated by reference herein. the following:

- Maximum Overhead 168%
- Maximum Profit 12%
- Maximum FCCM 1.50%
- o Maximum Multiplier 301.66% (providing no single item above is exceeded
- Existing Hourly Rates for each firm (based on an audited or auditable financial package)
- 4. That the Parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.
- 5. That the effective date of this Amendment shall be on the last date executed by the Parties hereto.
- 6. That the Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of the Agreement shall be in Escambia County, Florida.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature:

	COUNTY: Escambia County, Florida, a political subdivision of the State of Florida
Witness	Jack R. Brown, County Administrator
	Date:
Witness	
	[IF CORPORATION] CONSULTANT: [NAME]
Attest:	President
	Date:
Corporate Secretary	
(Corporate Seal)	
	[IF LLC] CONSULTANT: [NAME]
	President
Witness	Date:
Witness	-

Approved as to form and legal sufficiency.

Attachment D

Current Averages for Audited Overhead, Expense and Facilities Capital Cost of Money (FCCM) Rates

Updated: January 7, 2015

RATE	# OBS.	<u>HIGH</u>	<u>LOW</u>	<u>MEAN</u>
Home Office Overhead	1011	241.15%	117.10%	170.86%
Field Office Overhead	467	176.71%	84.19%	124.19%
Home Office Expense	928	35.99%	0.610%	10.12%
Field Office Expense	413	33.46%	1.10%	13.26%
FCCM	912	1.996%	0.035%	0.380%

The averages were calculated using three years worth of audit data, after eliminating the highest and lowest 5%. Self-certified rates, interim rates, and rates determined from job cost accounting system reviews were also eliminated from the calculations, since they are unaudited rates.

The average overhead, expense, and FCCM rates are to be used for comparatively assessing consultant cost control efforts, in accordance with Section 5.0, Negotiation of Operating Margin.

The averages will be used as caps on maximum awarded overhead (indirect costs) rates for firms who submit unaudited rates, including interim reimbursement rates, self-certified reimbursement rates, and job cost accounting system review reimbursement rates for use on professional services contracts.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-9011 County Administrator's Report 12. 9.
BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 11/05/2015

Issue: State of Florida, Division of Emergency Management,

Federally-Funded Subgrant Agreement - Flood Mitigation Assistance

Grant

From: Donald R. Mayo, Building Official/Department Director

Organization: Building Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State of Florida, Division of Emergency Management, Federally-Funded Subgrant Agreement – Flood Mitigation Assistant Grant - Donald R. Mavo, CBO, Building Services Department Director

That the Board take the following action concerning the State of Florida, Division of Emergency Management, Federally-Funded Subgrant Agreement:

A. Approve the State of Florida, Division of Emergency Management, Federally-Funded Subgrant Agreement, providing Escambia County funding, in the amount of \$641,726.89, through the Federal Flood Mitigation Assistance Grant Program, Project Number FMA-PJ-04-FL-2014-025, for mitigation of repetitive loss properties in Escambia County; and

B. Authorize the Chairman to sign the Agreement.

BACKGROUND:

The State of Florida Division of Emergency Management distributes grants for the mitigation of repetitive losses. The State issues these funds to counties as subgrant recipients to be used for prevention of repetitive loss. Escambia County, as a participant in the National Flood Insurance Program ("NFIP"), was qualified and eligible to receive these grant funds for the locations specified under the Agreement. The grant fund will be administered by a DEM approved third party pursuant to the Agreement.

BUDGETARY IMPACT:

There is no budget impact to Escambia County as this DEM Subgrant is federally funded and includes a cost share by each recipient. Any administration fees are also paid from the funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Agreement has been reviewed and approved as to form and legal sufficiency by Kristin D. Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board requires its approval of Agreements.

IMPLEMENTATION/COORDINATION:

Upon final approval by the Board and the State, Escambia County Building Services Department will coordinate with the State of Florida and the approved third party administrator regarding the projects.

Attachments

DEM 2015 Agreement

Agreement Number:

15FM-J7-01-27-01-XXX

Project Number:

FMA-PJ-04-FL-2014-025

FEDERALLY-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division") and Escambia County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein: and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
 - C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS, AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties, and shall end September 30, 2017, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATIONS OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) <u>RECORDKEEPING</u>

(a) As applicable, Recipient's performance under this Agreement shall be subject to the Federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Educations, Hospitals, and Other Non-Profit Organizations," and either OMB Circular No. A-87, "Cost

Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations."

- (b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all sub-contractors and consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:
 - 1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 - Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.
 - 3. Records relating to real property acquired shall be retained for five years after the closing of the transfer of title.
- (c) The Recipient shall maintain all records for the Recipient and for all subcontractors of consultants to be paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work Attachment A and all other applicable laws and regulations.
- (d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 pm., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

- (a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.
- (b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.
- (c) The Recipient shall provide the Division with records, reports and financial statements upon request for the purpose of auditing and monitoring the funds awarded under this Agreement.
- (d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows

the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph (6)(d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320(d) OMB Circular A-133, as revised, by or on behalf of the Recipient to:

The Division at the following address:

Division of Emergency Management Office of Inspector General 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100

Send the Single audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at

http://harvester.census.gov/fac/collect/ddeindex.html

And to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f) OMB Circular A-133, as revised.

(f) Pursuant to Section .320(f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the auditor to the Division at the following address:

Division of Emergency Management Office of Inspector General 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100

- (g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.
- (h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with

OMB Circular A-133 or Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.

- (i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.
- (j) The Recipient shall have all audits completed by an independent certified public Accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS

- (a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all sub-recipients and subcontractors in completing the work described in the Scope of Work and the expenditures of funds under this Agreement, in addition to any other information requested by the Division.
- (b) Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates of each quarter of the program year are March 31, June 30, September 30, and December 31.
- (c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.
- (d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.
- (e) The Recipient shall provide additional program updates or information that may be required by the Division.
 - (f) The Recipient shall provide additional reports and information identified in Attachment D.

(8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with Paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/

processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

- (a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, <u>Florida Statutes</u>; the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.
- (b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts of omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waving the right to exercise such remedies, and without becoming liable to make any further payment:

- (a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement of any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- (b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;
- (c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;
- (d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in Paragraph (13) herein;
 - (b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;
 - (c) Withhold or suspend payment of all or any part of a request for payment;
- (d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds;
 - (e) Exercise any corrective or remedial actions, to include but not limited to:
 - 1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
 - 2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - 3. Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question, or
 - 4. Require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible.
 - (f) Exercise any other rights or remedies which may be available under law;
- (g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION

- (a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statute, as amended.
- (b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.
- (c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the termination portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due to the Division from the Recipient is determined.

(13) NOTICE AND CONTACT

- (a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.
 - (b) The name and address of the Division contract manager for this Agreement is:

Ms. Susan Harris-Council Bureau of Mitigation Division of Emergency Management 2555 Shumard Oak Boulevard Tallahassee, Florida 32399 Telephone: (850) 414-8419

Fax: (850) 922-1259

Email: Susan.Harris-Council@em.myflorida.com

(c) The name and address of the Representatives of the Recipient responsible for the administration of this Agreement is:

Mr. Harry Gibson Escambia County 3363 W Park Place Pensacola, Florida 32505-5250 Telephone: 850-554-2826

Email: htgibson@myescambia.com

(d) In the Event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontract is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, <u>Florida Statutes</u>.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

- (a) All attachments to this Agreement are incorporated as if set out fully.
- (b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
 - (c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A - Budget and Scope of Work

Attachment B - Program Statutes and Regulations

Attachment C – Statement of Assurances

Attachment D - Request for Advance or Reimbursement

Attachment E - Justification of Advance

Attachment F – Quarterly Report Form

Attachment G – Warranties and Representations

Attachment H – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Attachment I – Federal Funding Accountability and Transparency Act Instruction and Worksheet

(17) FUNDING/CONSIDERATION

- (a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$641,726.89, subject to the availability of funds.
- (b) Any advance payment under this Agreement is subject to Section 216.181 (16), Florida Statutes, and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, and advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in the Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advance payment.
- (c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.
- (d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoices shall be submitted within sixty (60) days after the expiration date of the Agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph (7) of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19) (h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management" and mailed directly to the following address:

Division of Emergency Management Cashier 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100

In accordance with Section 215.34(2), <u>Florida Statutes</u>, if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

- (a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.
- (b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.
- (c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.
- (d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
- (e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 United States Code (U.S.C.), Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
- (f) Those who have been placed on the <u>convicted</u> vendor list following a conviction for a public entity crime or on the <u>discriminatory</u> vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

- (g) Any Recipient which is not a local government of state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
 - 2. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statute or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (19)(g)2 of this certification; and
 - 4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

- (h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, <u>Florida Statutes</u> or the Florida Constitution.
- (i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- (j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes.
- (k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statues, which the Recipient created or received under this Agreement.
- (I) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.
- (m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment

provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA)]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

- (n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.
- (o) All unmanufactured and manufactured articles, material and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

- (a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- (b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:
 - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbing Activities."
 - 3. The Recipient shall require that this certification be included in the award documents for all sub-awards (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

- (a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.
- (b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.
- (c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under subparagraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) <u>ASSURANCES</u> The Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT: ESCAMBIA COUNTY	
By:Steven Barry, Chairman	ATTEST: PAM CHILDERS CLERK OF THE CIRCUIT COURT
Steven barry, Chairman	DEPUTY CLERK
Date:	
FEID#: 59-6000598-168	Approved as to form and legal sufficiency. By/Title:
STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	Jaic. 19/25/15
Ву:	
Name and Title: Bryan W. Koon, Director	
Date:	

EXHIBIT - 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

Federal Program: <u>Federal Emergency Management Agency: Flood Mitigation Assistance Grant</u>
Catalog of Federal Domestic Assistance Number: 97.029

Amount of Federal Funding: \$641,726.89

THE FOLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- OMB Circular A-110 Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
- OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments
- OMB Circular A-87 Cost Principles for State and Local Governments
- OMB Circular A-21 Cost Principles for Educational Institutions
- OMB Circular A-133 Audits of State, Local Governments, and Non Profit Organizations

Commonly Applicable Statutes and Regulations

- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968 (NFIA, or "the Act"), 42
 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994 (NFIRA),
 Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- Title 44 of the Code of Federal Regulations (CFR)
- 44 CFR Part 80 Property Acquisition and Relocation of Open Space
- 44 CFR Part 10 Environmental Considerations
- 44 CFR Part 13 Uniform Administrative Requirements for Grants and cooperative Agreements to State and Local Governments
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

Federal Program:

List applicable compliance requirements as follows:

- 1. Recipient is to use funding to perform the following eligible activities:
 - Acquisition of hazard prone properties
 - Retrofitting of existing buildings and facilities
 - Elevation of flood prone structures
 - Retrofitting of existing buildings and facilities for shelters
 - Mitigation Planning Project
 - Localized Minor Drainage Improvement
 - Intermediate Stormwater Drainage System
 - Major Flood Control Drainage System
 - Other projects that reduce future disaster losses
- 2. Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

Attachment A

Budget and Scope of Work FMA-PJ-04-FL-2014-025

HOMEOWNERS	PROPERTY ADDRESSES
John and Carla Stein	7919 Mobile Highway, Pensacola, Florida 32506
David and Carolyn Dike	14150 Gorham Road, Pensacola, Florida 32507
Janey Wiles	14111 Gorham Road, Pensacola, Florida 32507

STATEMENT OF PURPOSE

The purpose of this Scope of Work (SOW) is to provide protection to three residences in Escambia County, Florida. The project is funded through the Flood Mitigation Assistance Grant Program (FMA) FMA-PJ-04-FL-2014-025 as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project intends to retrofit the three single-family residences identified above to reduce and/or mitigate the damage that might otherwise occur from flooding, severe weather or other hazards.

The Recipient, Escambia County, agrees to administer and complete the project per the application submitted by the Recipient and subsequently approved by the Division and FEMA. The Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

As a Flood Mitigation Assistance Grant Program (FMA) project, the Recipient, Escambia County, shall ensure that the three residences identified above that are located in a Special Flood Hazard Area, are mitigated against future flood damage through mitigation reconstruction projects where the existing structures are demolished and a hazard-resistant, code-compliant structure is built on the same site. The lowest finished floor of all three structures will be elevated above the Base Flood Elevation. Any enclosed space at grade level will have hydrostatic vents and can only be used for storage or parking. The square footage of the newly constructed and elevated structures shall be no more than ten (10) percent greater than that of the original structure.

Each of the completed residences shall meet the requirements of the Florida Building Code and/or Floodplain Management Ordinance of Escambia County or any other applicable local regulation.

TASKS & DELIVERABLES:

A. Tasks

 The Recipient, Escambia County, shall enter into a Flood Mitigation Project Agreement with the homeowners that pass along the terms of this Federally-funded Subgrant Agreement. The Agreement for mitigation reconstruction will be between the homeowners and their selected building contractor. The Recipient will ensure that any agreement between homeowners and contractor will contain the language from Section 14 (Subcontracts) of this agreement.

The homeowners and contractors shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractors shall maintain all work staging areas in a neat and presentable condition.

The Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects and will provide an executed "Debarment, suspension, Ineligibility, Voluntary Exclusion Form" for each contractor or subcontractor performing services under this Agreement.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Recipient.

The Recipient shall provide copies of professional licenses for contractors selected to perform services. The Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2. The Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Recipient shall not deviate from the approved project terms and conditions.

Upon completion of Task 2, the Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Homeowner's Statement of Voluntary Participation if not included in the original grant application.
- b) Local Building Official's Demolition Permit, if applicable
- c) A copy of the Local Building Official Inspection Report and Final Approval, as applicable.
- d) A copy of the Certificate of Occupancy issued by the local authority.
- e) A copy of Elevation Certificate before mitigation, if available.
- f) A copy of the Elevation Certificate after mitigation.
- g) Any available documentation to proof that the square footage of the newly constructed and elevated structure does not exceed 10 percent of the original square footage.
- h) All Product Specifications / Data Sheets(s) (technical standards) satisfying protect requirements on all products utilized, as applicable
- i) Confirmation that the Recipient has recorded a "Deed Restriction Notice" for the project property located within a SFHA utilizing the Model provided on the FEMA website, www.FEMA.gov. The Recipient is also required to maintain this property in accordance with the flood plain management criteria of Title 44 of the Code of Federal Regulations Part 60.3 and City/County Ordinance." The deed notice with flood insurance requirements shall include this language:

"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property, pursuant to 42 U.S.C. paragraph 515a, failure to maintain flood insurance on this property may prohibit the

owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR 60.3 and City/County Ordinances."

- j) Letter verifying compliance with the National Historic Preservation Act, to include whether archaeological material or human remains were encountered during project activities, and if so, how they were handled.
- Verification that best management practices (BMPs) were followed throughout project activities.
- Copies of all required hazardous waste permits required by local, state or federal agencies, if applicable.
- 3. During the course of this agreement the Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Recipient shall submit an Affidavit signed by the Recipient's project personnel with each reimbursement request, attesting to the completion of the work, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Recipient shall maintain accurate time records. The Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expenses: The Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Recipient. Quarterly Reports shall be submitted by the Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information:

- b) Proof of payment from the Recipient to the contractor, subcontractor, and/or vendor for invoiced services:
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount;

The Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B. **Deliverables**

Mitigation activities consist of demolishing the existing three Escambia County, Florida residences identified earlier and constructing new structures on an elevated foundation system. The lowest finished floor of all three structures will be elevated above the Base Flood Elevation. Any enclosed space at grade level will have hydrostatic vents and can only be used for storage or parking. The square footage of the newly constructed and elevated structures will be no more than ten (10) percent greater than that of the original structure.

Provided the Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

Engineering:

- 1) When the project is finished, the Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Recipient shall provide a copy of the local official Inspection Report and/or Final approval; as applicable.
- 3) The Recipient shall provide a copy of the Certificate of Occupancy issued by the local authority.
- 4) Recipient shall provide a copy of the Elevation Certificate before mitigation, if available.
- 5) Recipient shall provide a copy of the Elevation Certificate after mitigation. All Product Specifications / Data Sheets(s) (technical standards) satisfying protect requirements on all products utilized, as applicable.
- 6) Recipient shall provide any available documentation to proof that the square footage of the newly constructed and elevated structure does not exceed 10 percent of the original square footage.
- 7) All installations shall be done in strict compliance with the Florida Building Code and/or Floodplain Management Ordinance of Escambia County or any other applicable local regulation.
- 8) The materials and work funded pursuant to this Subgrant Agreement are intended to decrease the vulnerability of the building to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural manmade disaster.

Environmental:

- 1) The Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act

(NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work must be approved by the Division and FEMA in advance regardless of the budget implications.

- 3) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.
- 4) Best Management Practices (BMPs) shall be used during project construction.
- 5) If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Recipient's contractor will provide immediate notice of such discoveries to the Recipient. The Recipient shall contact the Florida Division of Historic Resources (SHPO), the Division, and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with the Division, SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Florida Statutes, Section 872.05.

Programmatic:

- 1) The Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 3) Any extension of the Period of Performance shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 4) The Recipient must avoid duplication of benefits between the FMAP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

FINANCIAL CONSEQUENCES:

If the Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient;
- 2. Disallow all or part of the cost of the activity or action not in compliance;
- 3. Wholly or partly suspend or terminate the current award for the Recipient's program:
- 4. Withhold further awards for the program; or
- 5. Take other remedies that may be legally available.

This is FEMA project number FMA-PJ-04-FL-2014-025 Escambia County Three-Residence Mitigation Reconstruction Project.

BUDGET

Funding Summary

 Federal Share:
 \$641,726.89

 Local Share:
 \$469,951.60

 Total Project Cost
 \$1,729,118.12

Line Item Budget

John Stein 7919 Mobile Highway Pensacola, Florida 32506	Total Project Cost	Federal Share (100%)	Local Share/ Homeowner Costs
Construction Costs*	\$274,155.01	\$150,000.00	\$124,155.01
Pre/Post Construction Costs	\$33,830.41	\$33,830.41	
Homeowner Displacement Costs	\$30,000.00	\$30,000.00	
Subapplicant Management Costs	\$13,868.69	\$13,868.69	
TOTAL PROJECT COSTS:	\$351,854.11	\$227,699.10	\$124,155.01

*NOTE: *FEMA will only pay \$150,000 in construction costs. The Homeowner is responsible for construction costs in excess of \$150,000.00. As a result, the line items in the construction budgets above will not calculate to the exact percentage indicated. Also, Total Project Costs will, in turn, not equal the percentages indicated.

David and Carolyn Dike 14150 Gorham Road Pensacola, Florida 32507	Total Project Cost	Federal Share (90%)	Local Share/ Homeowner Costs (10%)
Construction Costs*	\$190,113.09	\$150,000.00	\$40,113.09
Pre/Post Construction Costs	\$23,468.13	\$21,121.32	\$2,346.81
Homeowner Displacement Costs	\$24,162.40	\$21,746.16	\$2,416.24
Subapplicant Management Costs	\$12,481.82	\$12,481.82	. ,
Subapplicant Management Costs(In-Kind)	\$1,386.87		\$1,386.87
TOTAL PROJECT COSTS:	\$251,612.31	\$205,349.30	\$46,263.01

*NOTE: FEMA will only pay \$150,000 in construction costs. The Homeowner is responsible for construction costs in excess of \$150,000.00. As a result, the line items in the construction budgets above will not calculate to the exact percentage indicated. Also, Total Project Costs will, in turn, not equal the percentages indicated.

Janey Wiles 14111 Gorham Road Pensacola, Florida 32507	Total Project Cost	Federal Share (90%)	Local Share/ Homeowner Costs (10%)
Construction Costs*	\$205,062.73	\$150,000.00	\$55,062.73
Pre/Post Construction Costs	\$25,309.63	\$22,778.67	\$2,530.96
Homeowner Displacement Costs	\$26,020.00	\$23,418.00	\$2,602.00
Subapplicant Management Costs	\$12,481.82	\$12,481.82	
Subapplicant Management Costs (In-kind)	\$1,386.87		\$1,386.87
TOTAL PROJECT COSTS:	\$270,261.05	\$208,678.49	\$61,582.56

*NOTE: FEMA will only pay \$150,000 in construction costs. The Homeowner is responsible for construction costs in excess of \$150,000.00. As a result, the line items in the construction budgets above will not calculate to the exact percentage indicated. Also, Total Project Costs will, in turn, not equal the percentages indicated.

SCHEDULE OF WORK AFTER AGREEMENT EXECUTION:

Total:	27	Months
Final Inspections and Closeout	3	Months
Site Restoration	2	Months
Construction	8	Months
Permit Approval	3	Months
Contract Bids	3	Months
Engineering, Permitting, Inspection	2	Month
State/Local Contract Process	6	Months

The Period of Performance (POP) for this project shall end on September 30, 2017.

^{*}Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Flood Mitigation Assistance Grant Program (FMA) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Long-term Recovery Guidance; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Recipient must comply with the following:

The Recipient shall fully perform the approved flood mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Recipient and any land use permitted by or engaged in by the Recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to FMA as may be required.

If the Flood mitigation project described in Attachment A includes an acquisition or relocation project, than the Recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

FMA Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a FMA Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty days prior to the project expiration date.

STATEMENT OF ASSURANCES

The Recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) OMB Circulars A-21, A-87, A-110, A-122
- (5) Chapter 473, Florida Statutes
- (6) Chapter 215, Florida Statutes
- (7) Section 768.28, Florida Statutes
- (8) Chapter 119, Florida Statutes
- (9) Section 216.181(6), Florida Statutes
- (10) Cash Management Improvement Act Of 1990
- (11) American with Disabilities Act
- (12) Section 112.061, Florida Statutes
- (13) Immigration and Nationality Act

- (14) Section 286.011, Florida Statues
- (15) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule
- (16) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (17) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (18) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (19) 28 CFR applicable to grants and cooperative Agreements
- (20) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (21) 42 U.S.C. 3789(d) or Victims of Crime Act (as appropriate)
- (22) Section 504 of the Rehabilitation Act of 1973, as amended
- (23) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (24) 28 CFR, Part 42, Subparts C, D, E, and G
- (25) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
- (26) 42 U.S.C. 5154a
- (27) 44 CFR, Part 60.3 and City/County Ordinance

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities:
- (i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002–4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;
 - For sites located within Special Flood Hazard Areas (SFHA), the Recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm
- (k) It will require every building or facility(other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (I) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
 - (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and
 - (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

- (3) Abiding by the terms and conditions of the "Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)" which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.
- When any of the Recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards), the Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines) (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the Standards, the Recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.

The Recipient shall notify the Division and FEMA as soon as practicable: (a) of any (6) changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Recipient acknowledges that FEMA may require the Recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Recipient further acknowledges that FEMA may require the Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Recipient also acknowledges that FEMA will require, and the Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.
- (m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism:
- (o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin:
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626
- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270:
- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;
- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination:
- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;

- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (ii) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
 - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
 - (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
 - (5) Provide supervision over contractors or employees employed by the Recipient to remove asbestos and lead from demolished or otherwise applicable structures.
 - (6) Leave the demolished site clean, level and free of debris.
 - (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
 - (8) Obtain all required permits.
 - (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
 - (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
 - (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
 - (12) Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

RECIPIENT N	RECIPIENT NAME: Escambia County					
REMIT ADDRESS: 3363 W Park Place						
CITY, STATE, ZIP CODE: Pensacola, Florida 32505-5250						
PAYMENT #:	PAYMENT #: AGREEMENT#:15FM-J7-01-27-01-XXX				·xx	
FEMA TRACK	(ING #:		INVOICE	E PERIOD:	tc	·
Eligible Amount	Obligated Federal	Obligated Non-Federal	Previous	Current		lse Only
100%	%	%	Payments	Request	Approved	Comments
			<u> </u>			
TOTAL CURRENT REQUEST: \$						
I certify that to the best of my knowledge and belief the above accounts are correct, and that all disbursements were made in accordance with all conditions of the Division agreement and payment is due and has not been previously requested for these amounts.					nat all I payment is	
RECIPIENT SIGNATURE:						
Name and Title: Date:						
APPROVED P	PROJECT TOTA	AL \$				
ADMINISTRAT	TIVE COST	\$	GOVE	RNOR'S AUTH	IORIZED REPR	ESENTATIVE
APPROVED F	FOR PAYMENT	\$	DATE	<u> </u>	_	

Attachment D (Continued)

DIVISION OF EMERGENCY MANAGEMENT

SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MTIGATION ASSISTANCE PROGRAM

RECIPIENT:	Escambia County		
AGREEMENT#:	15EM I7 01 27 0	1-XXX FEMA TRACKING #:	
AGREEMENT#.	15FM-J7-01-27-0	1-XX FEWA TRACKING #.	
Applicant's	Date of delivery of	DOCUMENTATION	I
Reference No.	articles, completion	List documentation (applicant's payroll, material out of applicant's	Applicant's
(Warrant, Voucher,	of work or	stock, applicant owned equipment and name of vendor or	Eligible Costs
Claim check, or	performance	contractor) by category and line item in the approved project	100%
Schedule No.)	services.	application and give a brief description of the articles or services.	100%
Scriedale 140.)	Scivices.	application and give a blief description of the articles of services.	
	-		
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<u>.</u>			
		TOTAL	

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

] ADVANCE REQUESTED	
Advance payment of \$	is requested. Balance of payments will be made on a e needed to pay staff, award benefits to clients, duplicate and equipment. We would not be able to operate the
f you are requesting an advance, con	nplete the following chart and line item justification below.
ESTIMATED EXPENSES	
BUDGET CATEGORY/LINE ITEMS (list applicable line items)	2020 Anticipated Expenditures for the First Three Months of Contract
For Example ADMINISTRATIVE COSTS (Include Secondary Administration)	
For Example PROGRAM EXPENSES	
TOTAL EXPENSES	
the cash advance. The justification mus	line item, provide a detailed justification explaining the need for t include supporting documentation that clearly shows the t ninety (90) days of the contract term. Support documentation livery timelines, salary and expense projections, etc. to provide
should include quotes for purchases, del he Division reasonable and necessary s 90) days of the contract term. Any adva contract term shall be returned to the Div	support that the advance will be expended within the first ninety ance funds not expended within the first ninety (90) days of the vision Cashier, 2555 Shumard Oak Boulevard, Tallahassee, receipt, along with any interest earned on the advance).
should include quotes for purchases, del the Division reasonable and necessary s (90) days of the contract term. Any adva contract term shall be returned to the Div	support that the advance will be expended within the first nin- ance funds not expended within the first ninety (90) days of t vision Cashier, 2555 Shumard Oak Boulevard, Tallahassee,

Attachment F

DIVISION OF EMERGENCY MANAGEMENT HAZARD MITIGATION GRANT PROGRAM QUARTERLY REPORT FORM

RECEIPT Escambia County	PROJECT #: FMA-PL-04-FL-2014-025
PROJECT TYPE:	AGREEMENT#: 15FM-J7-01-27-01-XXX
DISASTER NUMBER:	QUARTER ENDING:
Provide amount of advance funds disbursed for peripers of this project: Provide reimbursement projections for this project: July-Sep 20\$ Oct-Dec 20\$ Jagury-Sep 20\$ Oct-Dec 20\$ Jagury-Sep 20\$ Oct-Dec 20\$ Jagury-Sep 20\$ Sep 20\$ Oct-Dec 20\$ Jagury-Sep 20\$ Jagury-Sep 20\$ Jagury-Sep 20\$ Sep 20\$ Oct-Dec 20\$ Jagury-Sep 20\$ Jagury-Sep 20\$ Jagury-Sep 20\$ Jagury-Sep 20\$ Jagury-Sep 20\$ Jagury-Sep 20\$ Jagury-Sep 20\$ Jagury-Sep 20\$ Jagury-Sep 20\$ Jagury-Sep 20\$ Jagury-Sep 20\$ Jagury-Sep 20\$ Jagury-Sep 20\$ Jagury-Sep 20\$ Jagury-Sep 20\$ Jagury-Sep 20\$ Jagury-Sep 20\$ Jagury-Sep 20\$ Jagury-Sep 20\$ Jagury-Sep 20\$ Jagury-Sep 20\$ Jagury-Sep 20\$ Jagury-Sep 20\$ Jagury-Sep 20\$ Jagury-Sep 20\$ Jagury-Sep 20\$ Jagury-Sep 20\$ Jagury-Sep 20\$ Jagury-Sep 20\$ Jagury-Sep 20\$ Jagury-Sep 20\$ Jagury-Sep 20 Jagury-Sep 20 Jagury-Sep 20 Jagury-Sep 20 Jagury-Sep 20 Jagury-Sep 20 Jagury-Sep 20 Jagury-Sep 20 Jagury-Sep 20 Jagury-Sep 20 Jagury-Sep 20 Jagury-Sep 20 Jagury-Sep 20 Jagury-Sep 20 Jagury-Sep 20 Jagury-Sep 20	n-Mar 20\$ Apr-June 20\$ n-Mar 20\$ Apr-June 20\$ by state inspector's): %
Provide a schedule for the remainder of work to proj	ect completion:
Describe problems or circumstances affecting comp	letion date, milestones, scope of work, and cost:
Cost Status:	Under Budget [] Over Budget
NOTE: Division of Emergency Management (DEM) at any time. Events may occur between quarterly reproject, such as, anticipated overruns, changes in so soon as these conditions become known, otherwise subgrant award.	ports, which have significant impact upon your cope of work, etc. Please contact the Division as
Name and Phone Number of Person Completing Th	is Form

Attachment G

Warranties and Representations

Financial Management

Recipient's financial management system must provide for the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all such assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment H

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Con	tractor	Cover	rod Tra	nsactions
CUII	uactui	COVE	eu ila	HJAGULUHJ

CONTRACTOR

Date

- (1) The prospective subcontractor of the Recipient, ______, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

Ву:	Escambia County
Signature	Recipient's Name
	15FM-J7-01-27-01-XXX
Name and Title	DEM Agreement Number
	FMA-PJ-04-FL-2014-025
Street Address	FEMA Project Number
City, State, Zip	

Attachment I

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT INSTRUCTIONS AND WORKSHEET

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #:	FMA-P	J-04-FL-2014-	025	
FUNDING AGENCY:		Federal Emergency Management Agency		
AWARD AMOUNT:		\$ 641,726.89		
OBLIGATION/ACTION DATE:		DATE:	February 26, 2015	
SUBAWARD DATE (if applicable		applicable):		
DUNS#: DUNS# +4:				

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (http://fedgov.dnb.com/webform). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME:		
DBA NAME (IF APPLI	•	
	F BUSINESS ADDRESS:	
ADDRESS LINE 1:		
ADDRESS LINE 2:		
ADDRESS LINE 3:		
CITY	STATE	ZIP CODE+4**
PARENT COMPANY	DUNS# (if applicable):	
	RAL DOMESTIC ASSISTANCE (CFL	DA#):
	•	-
DESCRIPTION OF PE	ROJECT (Up to 4000 Characters)	
County, Florida. The property FMA-PJ-04-FL-2014-1 the Federal Emergence family residences identification.	project is funded through the Flood M 025 as approved by the Florida Divis by Management Agency (FEMA). The tified above to reduce and/or mitigat	otection to three residences in Escambia Mitigation Assistance Grant Program (FMA) ion of Emergency Management (Division) and be project intends to retrofit the three single- be the damage that might otherwise occur from
project, the Recipient, located in a Special FI reconstruction projects compliant structure is	Escambia County, shall ensure that ood Hazard Area, are mitigated agains where the existing structures are de	igation Assistance Grant Program (FMA) the three residences identified above that are inst future flood damage through mitigation
and can only be used	se Flood Elevation. Any enclosed s	hished floor of all three structures will be pace at grade level will have hydrostatic vents cotage of the newly constructed and elevated
and can only be used structures shall be no	ise Flood Elevation. Any enclosed s for storage or parking. The square f more than ten (10) percent greater the	sished floor of all three structures will be pace at grade level will have hydrostatic vents cotage of the newly constructed and elevated than that of the original structure. if there is any discrepancy, please
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CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

<u> LACOUIII</u>	E COUNT ENGATION IN CHARACTER.
(inclumore) Fede subje gross assis Trans	your business or organization's previous fiscal year, did your business or organization iding parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or of your annual gross revenues from Federal procurement contracts (and subcontracts) and ral financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) act to the Transparency Act, as defined at 2 CFR 170.320; , (b) \$25,000,000 or more in annual a revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial tance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the sparency Act? No No
	ver to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", ne signature block below to complete the certification and submittal process.
bu: thr (15	bes the public have access to information about the compensation of the executives in your siness or organization (including parent organization, all branches, and all affiliates worldwide) ough periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 5 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986? No No
certification be access	ver to Question 2 is "Yes," move to the signature block below to complete the on and submittal process. [Note: Securities Exchange Commission information should ible at http://www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service mation should be directed to the local IRS for further assistance.]
in the "TO appearing "Executive	ver to Question 2 is "No" FFATA reporting is required. Provide the information required TAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" below to report the "Total Compensation" for the five (5) most highly compensated es", in rank order, in your organization. For purposes of this request, the following terms efined in 2 CFR Ch. 1 Part 170 Appendix A:
<u>"Executive"</u>	is defined as "officers, managing partners, or other employees in management positions".
	pensation" is defined as the cash and noncash dollar value earned by the executive during the ttly completed fiscal year and includes the following:
i.	Salary and bonus.
ii.	Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
iii.	Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
iv.	Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
V.	Above-market earnings on deferred compensation which is not tax-qualified.
vi.	Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion ______)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.
SIGNATURE:
NAME AND TITLE:
DATE:



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-9305 County Administrator's Report 12. 10.

BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 11/05/2015

Issue: First Amendment to the Facility Use Agreement between Escambia

County, FL and the Gulf Coast Indian Association to use the

Brownsville Community Cen

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Request to Use the Brownsville Community Center for a Festival Known as Navratri - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the use of the Brownsville Community Center:

A. Approve the First Amended Facility Use Agreement between Escambia County, Florida, and the Gulf Coast Indian Association, to use the Brownsville Community Center for a Festival known as Navratri, as approved during the Regular Meeting of the Board of County Commissioners held September 24, 2015. The Amendment reflects the change in the final date of the Navratri from Saturday, November 14, 2015, to Friday, November 13, 2015;

B. Authorize, pursuant to paragraph 4(g) of the Agreement, the serving of alcoholic beverages on the property during said event conducted on November 13, 2015; and

C. Authorize the County Administrator to sign the Agreement.

[The reimbursement rate to be utilized for this event is still \$182 per day or \$1,274]

BACKGROUND:

In its Regular Board of County Commissioners (BCC) Meeting held September 24, 2015, the BCC approved the request of the Gulf Coast Indian Association (GCIA) to use the Brownsville Community Center for a Festival known as Navratri for the reimbursement of the daily cost of utilities, on October 16-17, 2015 (Friday and Saturday), October 21, 23-24, 2015 (Wednesday, Friday, and Saturday), October 28, 2015 (Wednesday), and November 14, 2015 (Saturday). As a result of changes experienced by the GCIA, it is necessary to amend the Facility Use Agreement to reflect the change in the final date of

the Navratri from November 14, 2015 (Saturday) to November 13, 2015 (Friday).

GCIA is a not-for-profit organization consisting of local members of the Indian community comprised of hundreds of business owners and professionals from hotels, fast-food restaurants, convenient stores, and other respected professionals from healthcare, engineering, and accounting industries. Each year, this community hosts a very religious and auspicious event for the community, known as Navratri. This event was held in the Brownsville Community Center last year, during the months of September and October, 2014.

BUDGETARY IMPACT:

The rate to be utilized will be the average cost of utilities for the Brownsville Community Center as projected during this period in 2014, \$182 per day or \$1,274, and has already been paid by the GCIA. The amendment will not present any additional impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's office has prepared the amended Agreement and it will be fully-executed prior to November 13, 2015.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

A fee Schedule for the Brownsville Community Center has not been adopted by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

The Department of Neighborhood and Human Services will coordinate the opening and closing of the Center with the GCIA, or Jay Patel.

	Attachments	
Board Minutes		
Agreement		

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

- I. <u>TECHNICAL/PUBLIC SERVICE CONSENT AGENDA</u> Continued
- 1-24. Approval of Various Consent Agenda Items Continued
 - 15. Taking the following action concerning the use of the Brownsville Community Center (the reimbursement rate to be utilized for this event will be \$182 per day, or \$1,274):
 - A. Approving, subject to Legal review and sign-off, the Facility Use Agreement, allowing the Gulf Coast Indian Association to use the Brownsville Community Center to host a festival known as Navratri, for the reimbursement of the daily cost of utilities, on October 9-10, 2015 (Friday and Saturday), October 16-17, 2015 (Friday and Saturday), October 21, 2015 (Wednesday), October 27, 2015 (Tuesday), and November 14, 2015 (Saturday);
 - B. Authorizing, pursuant to adherence of requirements outlined in Paragraphs 4(g), "General Regulations for All Activities," and 5, "Insurance," of the Facility Use Agreement, the use of the facility and the serving of alcoholic beverages on the property during said event, Diwali New Year Celebration, to be conducted on Saturday, November 14, 2015; Certificate(s) of Insurance are to be submitted to the Escambia County Risk Manager for review and approval; and
 - C. Authorizing the County Administrator to sign the Agreement.
 - 16. Taking the following action concerning the temporary closure of Bluff Springs Road, at Escambia County Bridge Number 484052, over Pritchett Mill Creek, to complete a Florida Department of Transportation (FDOT) bridge replacement project in Fiscal Years 2017 and 2018 (Funding Source for maintenance of bridges: Fund 175, Transportation Trust Fund, Account 210402/54601):
 - A. Adopting the Resolution (R2015-129) approving the temporary closure of Bluff Springs Road to complete an FDOT bridge replacement project in Fiscal Years 2017 and 2018, for a duration of approximately 150 days, without requiring traffic detours; and
 - B. Authorizing the Chairman or Vice Chairman to execute the Resolution and any subsequent documents required for implementation of the temporary road closure.
 - 17. See Page 17.

FIRST AMENDED FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT (Agreement) is made and entered into as of this ____ day of October, 2015, by and between Escambia County, Florida, a political subdivision of the State of Florida ("County"), and Gulf Coast Indian Association ("GCIA"):

1. By executing this Agreement, GCIA agrees to comply with all the terms and conditions set forth herein, together with all rules of procedure established by the County as it relates to the use of said facility on the specified dates. The County reserves the right to adjust or change the charges and rates of this Agreement at any time to accommodate special arrangements required by GCIA.

Name: Gulf Coast Indian Association
Address: 6919 Pensacola Boulevard, Suite 200
City, State Zip: Pensacola, FL 32505
Phone: (850) 266.9205
Representative's Name: <u>Jay Patel</u>
Title: Board Member
Phone: (850) 393.1780
This Agreement is entered into for the purpose of using the Brownsville Community Center for a festival
known as the Navratri, a Hindu festival and fast dedicated to the Hindu Goddess Durga and a Diwali New Year
Celebration, for the following dates:
October 9th, 10th, 16th, 17th, 21st, 27th, and November 13TH, 2015.
WILL ALCOHOLIC BEVERAGES BE SOLD OR SERVED AT THIS EVENT? XYES NO
IS GCIA A REGISTERED NON-PROFIT ORGANIZATION? X YES NO
2. User Fee. In exchange for the use of the facility, GCIA shall pay the County the cost of utilities

Deposit and Final Payment. Upon execution of this Agreement, a cash deposit of twenty

necessary to operate the facility on the aforementioned dates in the amount of One Hundred and Eighty

percent (20%) of the entire User Fee must be made as guarantee that GCIA will comply with terms as set

Two Dollars (\$182.00) per day.

forth in the Agreement. GCIA shall tender payment in full to the County at the close of the event. In the event of cancellation, the deposit shall not be reimbursable.

4. General Regulations for all Activities.

- (a) At the discretion of the County, GCIA may be required to provide security and/or police protection during the event. Said protection shall be at the sole expense of GCIA and shall be subject to the approval of the County Administrator.
- (b) GCIA agrees to operate as independent contractor and to hold the County harmless from any and all liabilities or obligations arising out of GCIA's use of the premises. It is specifically understood that the above statement shall be interpreted in a manner that will hold GCIA solely liable, to the exclusion of the County, for any expense, damage or liability arising out of GCIA's use of the premises.
- (c) All decorations and arrangements made by GCIA at the facility must be in compliance with applicable state fire codes, receive approval of the appropriate fire inspectors; and also be approved by the County Administrator, or designee, prior to installation.
- (d) Nothing in the Agreement shall be construed as making GCIA an agent or employee of the County or as creating a relationship of a partnership or a joint venture between GCIA and County.
- (e) GCIA may not sublet, sublease, or assign any right or interest held by them under the terms of this Agreement without the written approval of County.
- (f) GCIA shall restore the facility to its original condition before leaving the premises. At the County's discretion, GCIA must agree to restore or pay the cost of restoring the facility to its original condition, less depreciation occasioned by normal usage.
- (g) GCIA is hereby authorized to serve alcoholic beverages on the property during said event, Diwali New Year Celebration, conducted on Friday, November 13, 2015, upon providing the following proof of insurance:
 - During the period mutually agreed upon between the parties, the Licensee shall provide one-time event commercial general liability insurance coverage with \$1,000,000 per occurrence and aggregate limits of \$2,000,000, including coverage of bodily injury, property damage, personal injury, and contractual liability, sports participation, and liquor liability in an amount equal to general liability coverage. If liquor liability is not included in the general liability policy, the policy must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.
- (h) The County, its employees, and/or agents shall not be responsible for any items left on the property by GCIA prior to, during, or after the event.
- (i) All activities must comply with all applicable Fire Laws. Permission for use of fireworks must be secured through the County Fire Chief and be approved by Escambia County.
- (j) All activities are subject to the prior approval and to the prior inspection by the County

pursuant to the Escambia County Code of Ordinances and must comply with any applicable state laws.

5. Insurance.

- (a) For events scheduled on October 9th, 10th, 16th, 17th, 21st, 27th, 2015 and November 13th, 2015, GCIA shall provide commercial general liability insurance coverage with \$1,000,000 per occurrence and aggregate limits of \$2,000,000, including coverage parts of bodily injury, property damage, personal injury, and contractual liability, sports participation, and liquor liability in an amount equal to the general liability coverage. If liquor liability coverage is not included in the general liability policy, the policy must be endorsed to extend coverage for liquor liability or a separate policy must be purchased to provide liquor liability coverage in the amount required
- (b) All insurance carriers must be rated "A" VII or higher by the most recently published edition of A.M. Best rating guide. GCIA shall provide thirty (30) days prior written notice to County before any change in or cancellation of any of the identified coverages.
- (c) The County must be provided certificates of insurance that reflect Escambia County, Post Office Box 1591, Pensacola, Florida 32597-1591, as an "additional insured" and the certificate holder and further specify that the policies are endorsed. Certificates must be mailed Robert Dye, Risk Manager, P.O. Box 1591, Pensacola, Florida 32597. Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.
- (d) No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of the County's sovereign immunity or any other limitation of liability of the County. The County is self-insured for liabilities in excess of the amounts provided under Section 768.28 Florida Statutes.
- (e) GCIA agrees to not violate, or knowingly or negligently permit, or allow to be violated, any condition of any insurance policies required by the Agreement. All insurance coverage must be primary to any insurance or self-insurance carried by the County applicable to this Agreement. The acceptance by the County of any Certificate of Insurance does not constitute approval or Agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.

6. Hold Harmless.

- (a) GCIA agrees to hold harmless, pay on behalf of, protect, defend, and indemnify the County, its officers, agents, and employees from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them by reason of any alleged loss or damage to property or injury to or death of any person arising out of or in any way related to the use or possession of the Property by Licensee. GCIA's obligation is not limited by, or in any way to, any insurance coverage or by any provision in or exclusive or omission from any policy of insurance.
- (b) Submission of the Agreement to the County does not constitute an offer, and the Agreement becomes effective upon the execution and delivery by both GCIA and the

County. The County and GCIA acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written, or oral promises, Agreements, or warranties, except as expressed in the Agreement.

7. Records. GCIA acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event GCIA fails to abide by the provisions of Chapter 119, Florida Statutes, County may, without prejudice to any right or remedy and after giving seven (7) days written notice, during which period GCIA still fails to allow access to such documents, terminate this Agreement and pursue any and all legal remedies.

8. All Prior Agreements Superseded.

- (a) This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements, or understanding applicable to the matters contained herein, and the parties agree that there are no commitments, Agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.
- (b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 9. 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.
- 10. 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.
- 11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter, which is a subject of this Agreement, shall be in the County of Escambia.
- 12. Interpretation. For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.
 - (a) If GCIA discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, GCIA shall immediately notify County and request clarification of the Agreement.
 - (b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.
- 13. Severability. The invalidity or non-enforceability of any portion or provision of this Agreement

shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

- 14. Compliance with Laws. GCIA shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, GCIA shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.
- 15. Further Documents. The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.
- 16. No Waiver. The failure of either party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.
- 17. **Assignment.** This Agreement shall not be assigned nor shall the Property be sublet unless first approved by the County. Any such assignment shall be reflected in a written instrument executed by the parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Approved as to form and legal sufficiency. By/Fitle: 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	COUNTY: ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners
By:	
By: Witness	Jack R. Brown, County Administrator Date:
WITNESSES:	GULF COAST INDIAN ASSOCIATION:
By: Witness	By: Naresh Patel, Chairman
By:	Date:



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-9169 County Administrator's Report 12. 1.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 11/05/2015

Issue: Florida Department of Health, Bureau Department of Health, Bureau of

Emergency Medical Services, EMS County Grant Application

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the EMS County Grant Application - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Florida Department of Health, Bureau of Emergency Medical Oversight, Emergency Medical Services (EMS) County Grant Application for the Fiscal Year 2015/2016, in the amount of \$39,085:

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

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

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

BACKGROUND:

The Department of Health, Bureau of Emergency Medical Services (DOHEMS) is authorized by Chapter 401, Part II, Florida Statutes, to dispense grant funds. In July, the DOHEMS announced that the completed application for the annual grant must be received by 5:00 p.m., EDST, on December 16, 2015. The award sum of \$39,085 is forty-five percent of the funds Escambia County deposited into the state EMS Trust Fund for traffic fines surcharges as specified in Section 401.113(1), F.S., for the period July 1, 2014, through June 30, 2015.

The funds are made available to improve and expand pre-hospital EMS systems in the county and the following, requested for purchase by the grant application, meet these requirements: Airway Bags (60); I.V. Pumps (3); Pulse Ox (7); and a QA Program.

BUDGETARY IMPACT:

The Florida Department of Health, Bureau of Emergency Medicals Services, EMS County Grant The Florida Department of Health, Bureau of Emergency Medicals Services, EMS County Grant award will have a positive financial impact for Escambia County Emergency Medical Services. This award will increase funds available to EMS for the express purpose of improving pre-hospital patient care in Escambia County.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristen Hual, Assistant County Attorney, reviewed these documents and approved them as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Board's grant application policy.

IMPLEMENTATION/COORDINATION:

Tamika Williams, Public Safety Business Operations Manager, will oversee implementation of this grant.

Attachments

Grant Resolution
Grant Application FY 15-16

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS CERTIFYING CERTAIN MONIES RECEIVED FOR USE IN FISCAL YEAR 2015/2016 FROM THE STATE OF FLORIDA EMS TRUST FUND, AS THE ESCAMBIA COUNTY EMERGENCY MEDICAL SERVICES' AWARD, SHALL BE USED TO IMPROVE AND EXPAND THE COUNTY'S PRE-HOSPITAL EMS SYSTEM; PROVIDING SUCH MONIES SHALL NOT SUPPLANT EXISTING BUDGET ALLOCATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 1984, the Florida Legislature established an EMS Trust Fund pursuant to passage of Chapter 85-167, Laws of Florida; and

WHEREAS, Escambia County has been the recipient of these critical funds received from motor vehicle fines earmarked for the County's EMS Trust Fund for over a decade; and

WHEREAS, the Board of County Commissioners finds that in order to advance the health, safety and general welfare of the residents of Escambia County that this resolution shall be enacted in accordance with Chapter 10D-95, Florida Administrative Code.

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

Section 1. That the above whereas clauses are true and incorporated by reference herein.

Section 2. That pursuant to the requirements of Florida law, the Board of County Commissioners hereby certifies that the monies received from the EMS Trust Fund, as the Escambia County Emergency Medical Services' award, shall be used to improve and expand the County's pre-hospital EMS system and shall not be used to supplant existing EMS budget allocations in any manner.

Section 3. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

AC	OOPTED this day of	, 2015.
		BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
ATTEST:	Pam Childers Clerk of the Circuit Court	By: Steven Barry, Chairman
Ву:	Deputy Clerk	
(SEAL)		

Approved as to form and legal sufficiency.

By/Title:

Date:_

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Vision: To be the Healthiest State in the Nation

Rick Scott Governor

John H. Armetrong, MD, FACS State Surgeon General & Secretary

July 24, 2015

Chairperson Escambia County BOCC P. O. Box 1591 Pensacola, FL 32597-1591

Dear Chairperson:

We are pleased to announce that you may now request your annual emergency medical services (EMS) county grant funds. The amount for your county this year is \$39,085.00. Section 401.113 (I); Florida Statutes, requires the funds must be used solely to improve and expand pre-hospital EMS.

Your grant budget total that you submit must equal the amount cited above. After your new grant begins, you may request the transfer of unexpended funds, if any, from your previous grant to the new grant.

To obtain the new funds, the county must submit an original and one copy of: the two-page application form, the Request for Grant Fund Distribution page and a current resolution described by Item #4 of page one of the application form. Completed applications must be mailed to:

Attn: Alan Van Lewen DOH EMS, County Grants, 4052 Bald Cypress Way, Mail Bin A-22 Tallahassee, FL 32399-1722.

I have enclosed a copy of an instruction page and the forms. The deadline for completed applications is December 16, 2015. Please contact me if you have any questions.

Sincerely,

Alan Van Lewen

Health Services and Facilities Consultant

EMS Section Grants Unit

Man Van Lewen

Enclosures

RECEIVED

AUG 0 6 2015

BCC-District 5

EMS COUNTY GRANT APPLICATION

FLORIDA DEPARTMENT OF HEALTH Emergency Medical Services Program

Complete all items

ID Code /The Code EMO Day
<u>ID. Code</u> (The State EMS Program will assign the ID Code – leave this blank) <u>C20</u>
4 County Name Tourist County
1. County Name: Escambia County
Business Address: P.O Box 1591
Pensacola, FL 32597-1591
T.L. DEC FOR 1000
Telephone: 850-595-4000
Federal Tax ID Number (Nine Digit Number). VF 59-6000598
2. Certification: (The applicant signatory who has authority to sign contracts, grants, and other legal
documents for the county) I certify that all information and data in this EMS county grant application and
its attachments are true and correct. My signature acknowledges and assures that the County shall
comply fully with the conditions outlined in the Florida EMS County Grant Application.
Signature: Date:
Printed Name: Steven Barry
Position Title: Chairman, Escambia County Board of County Comissioners
O Contact Devices (Th. 2-12-24-1-12-25-41-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1
3. Contact Person: (The individual with direct knowledge of the project on a day-to-day basis and has
responsibility for the implementation of the grant activities. This person is authorized to sign project
reports and may request project changes. The signer and the contact person may be the same.)
Name: Tamika L. Williams
Position Title: Public Safety Business Operations Manager
Address: 6575 North "W" Street
Pensacola, FL 32505
, , , , , , , , , , , , , , , , , , ,
Telephone: 850-471-6425 Fax Number: 850-471-6455
E-mail Address: tlwilliams@myescambia.com
4. Resolution: Attach a current resolution from the Board of County Commissioners certifying the grant
funds will improve and expand the county pre-hospital EMS system and will not be used to supplant
current levels of county expenditures.
B Bulliot O 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
5. Budget: Complete a budget page(s) for each organization to which you shall provide funds.
List the organization(s) below. (Use additional pages if necessary)
Escambia County Emergency Medical Services
Listanible County Entergency wedital Services

BUDGET PAGE

A. Salaries and Benefits:

For each position title, provide the amount of salary per hour, FICA per hour, other fringe benefits, and the total number of hours.		
nour, other ringe benefits, and the total number of nours.	Amount	
TOTAL Salaries =	\$ 0.00	
TOTAL FICA & Other Benefits =		
Total Salaries & Benefits =	\$ 0.00	

B. Expenses: These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature <u>excluding</u> expenditures classified as operating capital outlay (see next category).

List the item and, if applicable, the quantity	Amount
Pulse Ox (7)	\$2465.00
Airway Bags (60)	\$9,135.00
Q.A. Program	\$13,740.00
Total Expenses =	\$25,340.00

C. Vehicles, equipment, and other operating capital outlay means equipment, fixtures, and other tangible personal property of a non consumable and non expendable nature with a normal expected life of one (1) year or more.

List the item and, if applicable, the quantity	Amount \$13,745.00	
I.V Pumps (3)		
· · · · · · · · · · · · · · · · · · ·		
Total Veh. & Equipment =	\$13,745.00	
Grand Total =	<u>\$39,085.00</u>	
DIL 4004 D		

FLORIDA DEPARTMENT OF HEALTH EMERGENCY MEDICAL SERVICES (EMS) GRANT PROGRAM

REQUEST FOR GRANT FUND DISTRIBUTION

In accordance with the provisions of Section 401.113(2) (a), *Florida Statutes*, the undersigned hereby requests an EMS grant fund distribution for the improvement and expansion of pre-hospital EMS.

DOH Remit Payment To:		
Name of Agency: Escambia County EMS		
Mailing Address: 221 Palafox Place, Suite	400	·····
Pensacola, FL 32502-58	37	
Federal Identification number: VF-59-600	0598	
Authorized County Official:		
Signature		Date
Steven Bar Type or Print	ry, Chairman, Escam Name and Title	bia County BCC
Sign and return t	his page with your a	pplication to:
Emergency Med 4052 Bald	Department of Head dical Services Progra d Cypress Way, Bin see, Florida 32399-1 see by State Emergen	am, Grants A-22 1722
Grant Amount For State To Pay: \$	Grant II	D: Code: <u>C30</u>
Approved By : Signature of State EMS Grant Off	ficer	Date
State Fiscal Year: 2014 - 2015		
Organization Code E.O. OCA 64-61-70-30-000 05 SF005	<u>Object Code</u> 750000	Category 059998
Federal Tax ID: VF	_	
Grant Beginning Date:	Grant Ending Dat	e:
	_	

OLO/Department:	640000 / Dept. of Health	Agency Contact:	
FLAIR Contract #:		Telephone #:	
Agency Contract #:			
PO #:			

Deliverables - None for or to the state. This is a grant for the benefit of the grantee.

Deliverables as stated in the Contract Grant	Minimum Performance Levels	Deliverable Price	Type of Services	Method of Payment
			Emergency Medical Services (EMS)	Advance
			1	
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				

DFS-A2-2102



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-9193 County Administrator's Report 12. 2.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 11/05/2015

Issue: Purchase Order in Excess of \$50,000 **From:** Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Fiscal Year 2015/2016 Purchase Order in Excess of \$50,000 for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the issuance of a blanket Purchase Order in the amount of \$135,000, to Howell Tire, (Vendor Number 420297), for Fire Apparatus and Ambulance Tire Repair for the period of October 1, 2015, through September 30, 2016.

[Funding: Fund 408, Emergency Medical Services, Cost Center 330302, EMS Operations, Object Code 54601, Repair and Maintenance; and Fund 143, Fire Protection Fund, Cost Center 330206, Fire Department Paid, Object Code 54601, Repair and Maintenance]

BACKGROUND:

The Invitation to Bid PD 14-15.087 Tire Purchase and Installation for County Vehicles was advertised in the Pensacola News Journal on August 17, 2015. No bids were received on September 16, 2015. The Purchase of Tires and Installation for County Vehicles is available on DMS, Florida State Contract- 25172500-WSCA-15-ACS and the option to utilize the State Contract Sheriffs Association Bid Award – 15/17-07-0220- Tire and Related Services is available to Public Safety at a most favorable customer rate.

BUDGETARY IMPACT:

Funds for this Purchase Order are available in Fund 408," Emergency Medical Services", Cost Center 330302, EMS Operations, Object Code 54601, Repair and Maintenance and Fund 143 "Fire Protection Fund", Cost Center 330206 "Fire Dept Pd", Object Code 54601 "Repair & Maintenance".

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Chapter 46, Article II Purchases and Contracts of the Escambia County Code of Ordinances and Purchasing Policy PP120 and PP130.

IMPLEMENTATION/COORDINATION:

Public Safety Department will prepare the necessary Requisition Request to be submitted to the Office of Purchasing for processing.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-9226 County Administrator's Report 12. 3. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 11/05/2015

Issue: Provision of Emergency Medical Services to the Area of Flomaton

(Escambia County), Alabama

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Provision of Emergency Medical Services to the Area of Flomaton (Escambia County), Alabama - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the provision of emergency medical services to the area of Flomaton (Escambia County), Alabama:

A. Approve the Interlocal Agreement for the Provision of Emergency Medical Services between the Escambia County Healthcare Authority and Escambia County, Florida, to allow Escambia County Emergency Medical Services (EMS) to continue service to that portion of Escambia County, Alabama, generally described as the area of Flomaton, Alabama, with annual compensation to be recognized in Fund 408, Emergency Medical Services/Revenue Account 342605, Escambia County Alabama Lease; and

B. Authorize the Chairman to sign the Interlocal Agreement.

BACKGROUND:

Since 1981, Escambia County EMS, a division of the Escambia County Public Safety Department, has provided ambulance service to the area of Flomaton (Escambia County), Alabama, as defined, through Interlocal Agreements with Escambia County Healthcare Authority (ECHA) of Brewton, Alabama. The current Interlocal Agreement expires midnight December 7, 2015. The recommended Interlocal Agreement provides an initial service term of three years, unless sooner terminated by either party, and allows for two one year extensions.

BUDGETARY IMPACT:

The recommended Interlocal Agreement provides for ECHA to compensate Escambia County for theses services a monthly sum of \$7,983.62 (\$95,803.44 annual), with an annual increase effective on January 1st of each year that is consistent with the net change in the Ambulance Inflation Factor (AIF) from the Centers for Medicare/Medicaid for the preceding twelve months. As with the revenue from the existing agreement, these funds will be credited to Fund 408, Emergency Medical Services/Revenue Account 342605, Escambia County Alabama Lease.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Interlocal Agreement was approved as to form and legal sufficiency by Assistant County Attorney Kristin Hual, on October 16, 2015.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policies require that all agreements be approved by them.

IMPLEMENTATION/COORDINATION:

The Interlocal Agreement will be the instument to implement the program.

Attachments

Interlocal Agreement

INTERLOCAL AGREEMENT FOR THE PROVISION OF EMERGENCY MEDICAL SERVICES BETWEEN THE ESCAMBIA COUNTY HEALTHCARE AUTHORITY AND ESCAMBIA COUNTY, FLORIDA

This Interlocal Agreement, made and entered into this __ day of _____, 2015 by and between The Escambia County Healthcare Authority, a public corporation and instrumentality of the State of Alabama, whose administrative office address is P.O. Box 908, Brewton, Alabama 36427, (hereinafter referred to as "ECHA"), and Escambia County, a political subdivision of the State of Florida, whose administrative office address is 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "Florida").

WITNESSETH:

WHEREAS, the ECHA and Florida have legal authority pursuant to the Alabama and Florida Constitutions and Statutes to provide certain emergency medical services relating to their respective jurisdictions; and

WHEREAS, the ECHA may, and Florida is authorized by Section 163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible to serve the health, safety and welfare of the residents of their respective jurisdictions; and

WHEREAS, the ECHA has found that it is necessary to provide emergency medical services for the area of Escambia County, Alabama, described as follows:

That portion of Escambia County, Alabama, described as the area of Flomaton, Alabama, generally described as US Highway 31 North to the Pollard Crossroads at the Historical Marker, Highway 31 South to the Wawbeek area, State Road 113 North to but not to include Interstate I-65 North, to include all areas within.

Said area hereinafter sometimes referred to as "principal service area;" and

WHEREAS, the parties find that the provision of emergency medical services in said described area serves a public purpose; and

WHEREAS, Florida has exhibited to ECHA that it is able to perform the necessary emergency medical services within said described area in accordance with the Alabama Statutes relating to ambulance service, with the understanding that certain waivers/variances have been previously agreed to by the Alabama Department of Public Health, Emergency Medical Services Division (See Attachment "A"); and

WHEREAS, the foregoing recitals are true and correct and are incorporated herein by reference.

NOW THEREFORE, for and 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 ECHA and Florida agree as follows:

1

- In order to assure the availability and service of ambulance and 1. emergency medical services to the citizens and residents of Alabama, in the principal service area, Florida shall operate and maintain primary emergency medical services and ambulance service on a 24-hour basis for all that area of Alabama designated above as the principal service area. Such service within such area shall include, but not be limited to, provision of complete and adequate public primary ambulance and emergency medical services; immediate response to calls from the public within the principal service area for emergency medical assistance, in the form of ambulance service, emergency medical personnel and equipment; and prompt transfer call service; and all such other related activities as is normally associated with the business of providing emergency medical and ambulance services. All services provided under this Agreement shall be of the same quality, and shall be provided in the same manner to the same extent as is provided by the Escambia County Public Safety Department, Division of Emergency Medical Services, to the areas of Escambia County, Florida, not included in the service district described herein.
- 2. Florida shall provide emergency temporary back-up emergency medical and ambulance services in immediate and contiguous areas in Escambia County, Alabama, on a temporary, individual call basis, as requested by ECHA through the emergency communications network, provided, however, that such call from ECHA for such temporary service occurs at a time when there are no pending calls for emergency ambulance or medical services within the principal service area.
- 3. Florida shall provide and maintain at their own expense, one fully equipped advance life support ambulance, which shall at all times be fully staffed and available to respond to emergency medical service calls. Florida shall employ and provide at its own expense the necessary number of qualified Florida registered EMTs and Paramedics.
- 4. Florida shall maintain a base in the Century area or other mutually beneficial location that will appropriately support the terms of this agreement and areas commonly serviced by this crew/unit. Occasional intermittent staging of this unit at various locations in Century and contiguous southernly locations may be necessary by Florida to adequately support the coverage area.
- 5. Florida has no authority to enter into contracts or agreements on behalf of ECHA.
 - (a) Florida shall bear at its own expense all costs incurred for the operation of ambulances, employment of personnel, and for providing all services, materials, and equipment required by Florida

and Alabama Statute or governing regulations.

- (b) Any consumable supplies or equipment not normally carried on Florida ambulances, but required by ECHA, will be procured by ECHA and delivered to Florida for use at the supporting location.
- 6. Florida shall respond to all calls for emergency medical services within the principal service area. Mutual Aid Support from surrounding services, e.g. Atmore Ambulance, Brewton Ambulance and Santa Rosa County, will be relied upon as back-up when necessary. If back-up is unavailable through Mutual Aid, appropriate measures will be taken by Florida to ensure adequate support is provided. Florida shall be in contact at all times on a 24-hour basis with a manned communications station, including direct radio communication, telephone communication and such other communication network as may be required. All recording of calls and coordination of services shall be provided by Florida through the Escambia County Public Safety Department, Division of Emergency Communications. Florida shall provide at its own expense all telephone dispatching. The published number for emergency medical services in the principal service area shall be the central station for receipt of calls.
- 7. The parties recognize that Florida also provides primary emergency medical services within immediate adjacent areas in Escambia County, Florida. All responses to calls for ambulance service within the "principal service area" described above shall be responded to by Florida on a parity with, and without preference to calls for such service within such area of Escambia County, Florida, provided; however, that calls for emergency medical services or emergency ambulance service within the principal service district shall be given priority, to the extent practical, over transfer calls and standby calls within the service areas of Escambia County, Alabama.

In the event Florida, at any time, for any reason, is temporarily unable to meet the demands of the citizens of the principal service area for ambulance and emergency medical services and provide for and assure the adequate needs for same, Florida shall notify both Atmore Ambulance Service and D. W. McMillan Hospital that a temporary condition of need exists for backup ambulance and emergency medical services assistance within said service area. In the event Florida receives a call to which it is unable to respond, it shall immediately notify either Atmore Ambulance Service or D. W. McMillan Hospital, whichever is appropriate according to the existing Mutual Aid Policy, of such a call and Florida's inability to respond. As soon as possible, after giving such temporary notice as aforesaid, Florida shall notify these providers when it is again able to provide the primary ambulance and emergency medical services required hereunder within the principal service area.

8. Florida shall keep separate, detailed, and current business records, including financial records, service transactions, and such other data as may be required by the ECHA, for all activities performed pursuant to this Agreement. Florida shall keep an accurate log of all calls serviced, including time call received, time dispatched, arrival time, transportation time, destination, and all other pertinent

information. Florida shall make all such records, including financial data, available to ECHA upon request and shall provide such records for quarterly inspection and annual audit and review by ECHA, subject to the provisions of Chapter 119, Florida Statutes, as amended. Florida shall provide ECHA, an update as needed, a full inventory of all equipment used, and a complete list of all persons employed in performing this Agreement. Florida shall make all such vehicles and equipment used available for inspection as requested by ECHA.

The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended, and Alabama Law. In the event either party fails to abide by the provisions referenced in this paragraph, the other party may, without prejudice to any right or remedy and after giving seven (7) days written notice, during which period the noticed party still fails to allow access to such documents, terminate this Agreement. In such case, Florida shall not be entitled to receive any further payment.

- 9. Florida shall provide its own Medical Direction pursuant to the requirements of local and state laws of the State of Florida, recognizing that certain waivers have been issued by the Alabama Department of Public Health, Division of Emergency Medical Services. (See Attachment "A", attached hereto and incorporated by reference herein.)
 - (a) Florida and ECHA are public entities of their respective states and as such are clothed in sovereign immunity pursuant to the laws of such states. Both Florida and ECHA shall have such liability and other types of insurance as they deem necessary and advisable. The parties understand and agree that Florida and its officers, agents, and employees, to the extent allowed by law, shall enjoy extra territorially all such privileges and immunities from liability under this agreement pursuant to Sections 163.01(9) and 768.28, Florida Statutes, as amended.
 - (b) Florida shall provide Medical Direction for all EMS calls related to this Agreement.
 - (c) Florida will provide or make available to ECHA upon request, the following:
 - EMT and Paramedic personnel records, subject to the provisions of Chapter 119, Florida Statutes, as amended.
 - (2) Information pertaining to any complaint/lawsuit against any EMT/Paramedic employed by Florida and/or Florida itself, pertaining to any EMS call pursuant to this Agreement subject to the provisions of Chapter 119, Florida Statutes, as

amended.

- (3) Information pertaining to any disciplinary action taken against any EMT/Paramedic employed by Florida that involved any EMS call pursuant to this Agreement, subject to the provisions of Chapter 119, Florida Statutes, as amended.
- (4) Training records and control substance procedures.
- (5) EMS call data which shall be provided to Alabama Department of Public Health, EMS Division as agreed to previously, subject to the provisions of Chapter 119, Florida Statutes, as amended, and Alabama rules concerning data collection. (See Attachment "A")
- (d) The Parties agree that Appendix "B", attached hereto and incorporated by reference herein, shall document the parties' compliance with the conditions of the Health Information Portability and Accountability Act (HIPAA).
- 10. The parties recognize that Florida will incur costs in performing this Agreement; therefore, for all services, communications, and other duties under this Agreement, ECHA shall pay as compensation to Florida the sum of \$7,983.62 per month, at the conclusion of each month. Monthly payments will be processed automatically by ECHA and received no later than the 15th day of the following month for the preceding month by Florida.
 - (a) Florida will receive an annual increase effective on January 1st of each year that is consistent with the net change (increase) in the Ambulance Inflation Factor (AIF) from the Centers for Medicare/Medicaid for the preceding 12 months. This increase will be reflected in the January and subsequent payments received no later than the 15th of the following month for the preceding month.
 - (b) ECHA will also consider monetary adjustment proposals from Florida to support unanticipated increases in operating expenses that are necessary to provide the level of service delineated in this agreement and ensure the agreement meets the spirit and intent of serving the public purpose for Florida and Alabama.
- 11. Florida shall be authorized to charge members of the public receiving the services provided pursuant hereto, at rates not to exceed levels approved by the Escambia County, Florida, Board of County Commissioners and acknowledged by the Escambia County Healthcare Authority.
 - 12. Florida shall comply with all applicable laws and ordinances in the

performance of this Agreement. Nothing herein shall exempt Florida from obtaining a Certificate of Need and all permits from the State of Alabama which may be applicable to its operations. Nothing herein shall prohibit ECHA from providing or permitting others to provide primary ambulance service within the designated principal service area.

- 13. This Agreement shall not be transferred or assigned by either party without prior written approval of the other party.
- 14. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama as it relates to these matters solely pertaining to technical or regulatory emergency medical services requirements of Alabama while any other contractual provision or dispute shall be governed by and construed in accordance with the laws of the State of Florida. The parties stipulate that venue for any state or federal court action or other proceeding relating to matters governed by the laws of the State of Alabama shall be Escambia County, Alabama, and those which are governed by the laws of the State of Florida, venue shall be in the County of Escambia, State of Florida.
- 15. The term of this Agreement shall be for a period of three (3) years unless sooner terminated by either party. The parties may extend the Agreement for two (2) additional one (1) year periods by giving written notice to the other party no later than ninety (90) days before expiration of the Agreement's initial three (3) year term.
- 16. ECHA reserves the right to terminate this Agreement immediately upon the failure of Florida to fulfill in a timely and proper manner its obligations under this Agreement, including but not limited to the violations of any state, federal or local laws and ordinances, upon written notice to Florida of such termination which thereafter shall be effective thirty (30) days following the date of the receipt of such notice by Florida.
 - The parties reserve the right at any time during the term (including (a) without limitation, at the end of any one year period), and for any reason whatsoever in their sole discretion, to terminate this Agreement with respect to all or any portion of services (such total or partial termination being referred to hereinafter as a "termination for convenience"). Each party may exercise its right of termination for convenience by furnishing to the other party written notice of its election to do so, which notice shall specify the services that it has elected to remove from the scope and operation of this Agreement. The termination of convenience as to such services shall be effective thirty (30) days following the date of the receipt of such notice. In no event shall a termination for convenience be deemed a default under this Agreement, and a termination for convenience shall not subject a party to any penalty, claim for damages, liquidated damages, or any other claim of any type.
 - 17. There shall be no discrimination against any employee who is employed in

the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

18. All notices required by the Agreement to be given by one party to the other shall be effective only when sent in writing, either hand delivered or mailed by registered or certified mail, return receipt requested, addressed as follows:

To ECHA:
Chairman
Escambia Co. Healthcare Auth.
P. O. Drawer 908
Brewton, Alabama 36427

To Florida:
County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

All notices required or to be given hereunder shall be deemed to have been properly given on the third day after being deposited in the United States Mail, with adequate postage, sent by registered or certified mail with return receipt requested, to the appropriate party at the addresses set out above, or when delivered after being deposited with a nationally recognized overnight courier such as Federal Express, Express Mail, or other such overnight delivery service for next-day delivery. Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party ten (10) days prior notice of the address change.

- 19. For purposes of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.
 - (a) If either party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of this Agreement, it shall immediately notify the other party and request clarification of its interpretation of this Agreement.
 - (b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

- 20. 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 shall be deemed severed from this Agreement and the balance shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.
- 21. This Agreement, including its schedules, exhibits, and other documents attached hereto, constitutes the entire and integrated Agreement between the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and Agreements, whether written or oral, with respect to the subject matter hereof.
- 22. The failure of Florida or ECHA to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement in the event of a continuing or subsequent default on the part of Florida or ECHA.
- 23. Pursuant to the requirements of the Alabama Statutes, ECHA's performance and obligation to pay under this Agreement shall be contingent upon an annual appropriation by all of the entities that fund the Escambia County Alabama Ambulance Subsidy Fund. This Agreement does not constitute a debt, liability, or obligation of the State of Alabama, The Escambia County Healthcare Authority or any subdivision thereof.
- 24. This Agreement, after being properly executed by all parties named herein, shall become effective upon filing with the Clerk of the Circuit Court of Escambia County, Florida and the Clerk of the Circuit Court of Escambia County, Alabama. Escambia County, Florida shall be responsible for filing this document in the respective offices of the Clerks of the Circuit Court upon receipt of the executed agreement.

Agreement on the re through its Board of authorized to execute and The Escambia (espective dates ur f County Commis e same by Board a County Healthcare nd through its Cha	parties hereto have made and nder each signature: Escambia C ssioners signing by and through action on the day ofe Authority, an Alabama public coairman, duly authorized to execute2015.	county, Florida, its Chairman, 2015 orporation and
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ESCAMBIA COUNTY EMS COUNCIL INC.

P. O. DRAWER 908

BREWTON, AL 36427

MINUTES TO MEETING HELD FEBRUARY, 7, 1997

The meeting was called to order by Larry Padgett, President. Mr. Phillip Parker gave the invocation. Handouts were given out by Mr. Bruce Yelverton, EMS Director of Escambia County EMS, Florida. (A copy of the handout is attached.) The purpose of the meeting was to discuss the changes in Alabama EMS Rules that would have negative impact on Florida's ability to provide EMS services in the Flomaton. The remainder of the minutes will address each concern line by line

Page 2, 420-2-1-.01 (d) requires Alabama licensure of attendants and operators to pick up and drop off in Alabama. It was explained that a waiver already exist (dated November 29, 1993 and attached). Mr. Story stated that the waiver was still in existence.

Page 4, 420-2-1-02 (25) Off line Medical Director, requires completion of the Alabama Medical Director's Course, possession of ATLS, and Alabama Licensure as an MD. Mr. Story stated that Alabama would accept their Medical Director.

Page 6, 2-1-03. Ic "a copy of the patient care report is left with at the hospital. Etc." Due to Florida using computers for patient documentation, Mr. Story agreed that it would be acceptable if the report was sent to the appropriate hospital within 24 hours.

Page 6, 2-1-03 .5 Assignment of Medical Control Hospital. Mr. Bob West expressed concern over the problem of Medical Control Contact for lack of a system. Mr. Story stated that if Medical Control could be contacted that it should, however if it could not, that the personnel could operate under the Florida Protocols.

Page 6, 2-1-03 .6 Employees required to hold Alabama licensure and credentialing. Mr. West asked if the above mentioned waiver applied to Credentialing. Mr. Story stated that it did.

Page 6, 2-1-03.7 Respond within 7 minutes of receipt of call. Mr. West explained that due to there being only one ambulance in the service area that it is conceivable that the ambulance could be tied up but be able to respond upon completion of the prior call before another ambulance could be summoned from another area. Mr. Story explained that the intent of this rule was for available ambulances.

Page 7, 2-1-03 .10 Reporting vehicular collisions with injury to the state and region. Mr. West asked if this rule applied to collisions within Florida, unrelated to an Alabama call. Mr. Story stated that this rule would only apply to Alabama accidents.

Page 7, 2-1-03 .11 Required reporting of any criminal action within 3 days. Mr. West stated that Florida rules require reporting of convictions of felonies. There is no requirement that the employee report to his/her employer a charge until there is a conviction. Mr. Story stated that the Florida rule could be followed.

Page 7, 2-1-03 .12 Requirement of 1,000,000 dollars of liability insurance. Mr. West stated that they are not insured by an Alabama licensed insurance carrier. Mr. Story stated that Alabama would accept the Florida carrier. (Escambia EMS is actually self-insured)

Page 7, 2-1-03 .13 EMD Course approval and dispatching plan. Mr. West explained that Florida uses Jeff Clausen's system. Mr. Story state that Mr. Clausen's was acceptable.

Page 7, 2-1-03 .15 Requires inspection of each vehicle by the State. Mr. West questioned how the State would inspect all of their units since the bulk of them were located in Pensacola. He also stated for various reasons vehicles rotate in and out of Century. Also Alabama's equipment list varies from Florida's, therefore not all of the vehicles would be stocked as per the Alabama list. Mr. Story stated that a simple letter of statement that all ambulances in the system are stocked the same as per Florida's rules would satisfy Alabama.

Page 8, 2-1-04 .6 Medical Director requirements for ALS Authorization Certificate. This is answered in an above statement.

Page 11, 2-1-05 .5 Pharmacy agreements for resupply of IV/Medications. Mr. West stated that Florida had its own resupply program though its Department. Mr. Story stated that they could keep doing this the same way.

Page 12, 2-1-06.3 (d) Triage assignments. Mr. West stated that he did not even understand this rule entirely. Mr. Story discussed with them the need for Disaster Plans and Triage plans. Mr. West stated the there are plans in place in Florida. Mr. Story stated that as long as they were in place, it would be fine.

Page 13, 2-1-07.3 (c) Critical Care Transfer credentials and submission of pre-approved transfer medications. Mr. West explained that the Florida Paramedics have not gone through the Interhospital Transfer Course. In Florida, the Department Medical Director decides what medications. will be transferred. Mr. Story stated that they should go by the Florida standards.

- Page 17, 2-1-10.1 Equipment and Supplies. Mr. West brought up several differences in the required equipment list in Alabama and Florida. Mr. Story stated that Florida should stay as close to the Alabama list as reasonable.
- Page 19, 2-1-10.48 (d) VHF between ambulance and medical control facility. Mr. West expressed that while they do possess VHF radios in all ambulances, the ability to contact Medical Control is not always possible. He stated that UHF and 800 mgH is used. Mr. Story stated that as long as communication was possible the great majority of the time, this was fine.
- Page 21, 2-1-11.4 (14) Purple top tubes for blood collection. Mr. West stated that they only usered top tubes. Mr. Story stated that red top tubes was acceptable.
- Page 27, 2-1-15.2 (a) Alabama Driver's License. Mr. West stated that his driver's are required Florida's drivers license. He stated that it was not possible to hold driver's license in two states. Mr. Story stated that this is waived but obviously all drivers must possess a valid driver's license.
- Page 27, 2-1-15.4 (e) loss of license. This is similar to the question above. Mr. Story stated that it is covered by the above statement.
- Page 31, 2-1-19 (4) disposition of the body following termination of resuscitation measures. Mr. West stated that they do not normally transport deceased bodies. Mr. Story stated that if this is not covered in contract with Escambia County, Alabama, then this is not an issue.
- Page 35, 2-1-21.4 (c) Greater than two years post graduate, must take a refresher for licensure. Mr. Story stated that since licensure was waived, this is not an issue.
- Page 41, 2-1-25 (all) Involves credentialing. Mr. West stated that the implications of this have already been discussed above. Mr. Story stated that since licensure had been waived, this was not an issue:
- Page 50, 2-1-26.4 (h) Requires a URR for cancellation en route. Mr. West stated that they do not complete a URR on calls that were canceled while the unit is en route. Mr. West stated that they have begun completing the bubble form on Alabama calls. Mr. Story stated that the bubble form needs to be completed on those calls.
- Page 50, 2-1-26.5 Requires a URR to be left at time of service or when practicable, less that 24 hours. Mr. Story stated that this had been addressed above and that faxing the document within that 24 hour time frame is acceptable.

Following the above, there was some general discussions regarding where EMS is headed and changes that are being discussed. There being no further business to discuss the meeting was adjourned.

Memorandum

To: Bruce Yelverton, Director

From: Bob West, Quality Assurance Coordinator

Date: January 27, 1997

RE: Alabama Rules

I have reviewed the current rules for EMS providers licensed in the state of Alabama. Following is a list of concerns that I have and a brief description of those concerns. I have also reviewed the correspondent from Donald E Williamson, M.D., State Health Officer (dated November 29, 1993) regarding approval of our variance request, and have placed my interpretation of the impacts it will have on our remaining able to operate, in our current role, within Alabama.

Page 2, 420-2-1-.01 (d) requires Alabama licensure of attendants and operators to pick up and drop off in Alabama.

There is a very distinct minority of current employees who carry both licensure in Alabama and certification in Florida. In addition, it is rare that we interview potential new employees which carry dual credentials. The potential costs to the department to license, and then maintain licensure, for each employee could be significant.

Page 4, 420-2-1-02 (25) Off line Medical Director, completion of Ala. Medical Directors Course, possession of ATLS, Alabama Licensure as MD

We can file for a variance to forego the requirement of the Medical Director being a licensed physician in Alabama. The requirement of ATLS is not a problem with our current Medical Director. However, it is not required under 10D-66, F.A.C. I am uncertain as to how that may impact future contract negotiations for Medical Director(s). We are fortunate that the Trauma Center requirements stipulate that the physicians within the Trauma Center must possess ATLS. However, if we recruited a multi disciplinary group of physicians, it is very unlikely that they would all possess ATLS; This could also result in significant costs, due to the cost of the course, time requirements on the Medical Director and ongoing recertification. It would at best be very difficult to get the current Medical Director to attend the Medical Director Course. In addition, it is very highly unlikely that any local potential candidate(s) would have taken the course. This would result in costs associated with registration and time. In addition, completion of a Medical Director Course is not required under 10D-66, F.A.C.

6. Page 6, 2-1-03.7 Respond within 7 minutes of receipt of call

In reading this section, I do not see any provision for a mutual aid response nor do I see any provision for "holding" a non-life threatening call for greater than seven minutes. As an example, we may have a crew off loading a patient at Jay Hospital and receive a low priority call. While we may dispatch the crew, it is not inconceivable, due to the nature of the prior call, that it may take longer than seven minutes to get en route. We would be required to "pass the call" to a mutual aig provider. This would result in pulling the other provider out of their service area and could result in their canceling en route when our crew was able to get en route. The ability to "hold" the call would help in eliminating unnecessary movements of other provider resources.

7. Page 7, 2-1-03.10 Reporting vehicular collisions with injury to the state and region.

It is unclear to me from reading the rules if we would be required, as an Alabama provider, to report every collision with injury, whether it be in Alabama or Florida, to the state. I cannot find a similar requirement within 10D-66, F.A.C.

8. Page 7, 2-1-03.11 Required reporting of any criminal action within 3 days.

ECEMS may not be aware of "the outcome of any criminal action against an employee". Therefore, it would be at best questionable if we could remain in compliance. The only portion of Florida rule which is similar is the application requirements of convicted felons as contained within 10D-66.0572.

9. Page 7, 2-1-03.12 Requirement of 1,000,000 dollars of liability insurance.

As we are self-insured under the BCC, we do not have an Alabama licensed insurance carrier, nor am I aware of our plan being approved by the Alabama. Department of Insurance.

10. Page 7, 2-1-03.13 EMD Course approval and dispatching plan.

I am not certain if our MPD course was approved by Alabama nor am I aware of our submitting our dispatching plan to Alabama for approval.

11. Page 7, 2-1-03. 15 Requires inspection of each vehicle by the state

I am uncertain as to how the state could inspect each ambulance within our system due to our system status plan and the rotation of ambulances through Century. In addition, the additional equipment and supplies required below may cause a potential problem. While I could see our department preparing a special box of the

can be used. We are currently exploring ceasing to carry PASG. While a variance will be granted within Florida, it is my understanding after talking with Mr. John Story, that Alabama will not entertain granting a variance. We do not carry charcoal, oral glucose nor ipecac. These items are not required by 10D-66.

17. Page 19, 2-1-10.48(d) VHF between ambulance and medical control facility.

While we do possess the radios, the ability to communicate is not always available

18. Page 21, 2-1-11.(4)(14) purple top tubes for blood collection

We only utilize "red top" blood tubes. In addition, many providers are currently exploring stopping the collection of any blood samples because there have been significant numbers of exposures related to filling the tubes and the hospitals routinely throw the sample away. Dr. Westafer and I have been discussing this issue for some time.

19. Page 27, 2-1-15.(2)(a) Alabama Drivers Licenses

We can apply for a waiver to exclude our employees who reside in Florida from this requirement. The section also precludes a person from becoming an ambulance driver for several reasons not included within Florida rules. While I may personally agree with some of the stipulations (DUI, possession of drugs, vehicular homicide, etc.), our ability to differentiate between employees may be difficult.

Page 27, 2-1-15.(4)(e) Loss of license

This is similar to above. However, once again it is not defined within 10-D-66.

21. Page 31, 2-1-19.(4) disposition of the body following termination of resuscitation measures.

We routinely terminate resuscitation efforts at a residence and do not transport the body. It is unclear to me if this section could result in our transporting deceased persons to hospital morgues. The impact would be to place the unit out of service for extended periods. It is also my understanding that we have experienced difficulty with the disposition of deceased patients following termination of resuscitation efforts when the patient has been moved to the ambulance.

22. Page 35, 2-1-21.(4)(c) greater than two years post graduate, must take refresher for licensure.

This section would require most of our incumbent employees to take a National



STATE OF ALABAMA DEPARTMENT OF PUBLIC HEALTH

DONALD E. WILLIAMSON, M.D. + STATE FEALTH OFFICER

November 29, 1993

Mr. Bruce Yelverton Escambia County EMS 2920 North "L" Street Pensacola, FL 32501

Dear Mr. Yelverton:

The purpose of this communication is to inform you of the approval of your request for a waiver to Alabama State EMS Rules related to the licensure of ambulance personnel.

This waiver is based upon the following factors:

- The unavailability of other Alabama licensed ambulance services within the affected geographic area;
- 2) the unwillingness of other Alabama licensed ambulance services to assume responsibility for the affected geographic area;
- 3) assurances that the Florida ambulance service will utilize only personnel which carry a current Florida license and maintain acceptable continuing education.

This waiver allows your service to utilize Florida licensed emergency medical technicians and Paramedics in your ambulances serving the Flomaton, Alabama area. The geographic limits of this waiver shall coincide with those outlined in your service's current contract with Escambia County, Alabama through its Board of County Commissioners.

It should be noted that this waiver does not relieve your service's responsibility to maintain Alabama ambulance service licensure and minimum ambulance equipment requirements. It should be further noted that this waiver shall become hull and void upon the effective cancellation; by either party, of the agreement currently in effect between your service and Escambia County, Alabama, or by written notice by this office provided thirty days in advance.

ESCAMBIA COUNTY

DEC 6 1993.

2/7/4(7)

LARRY BEAR CHERY W. White

DWM-AND DWM HOSPITAL ADAY - EMS DIVISION MAYOR FIOMATON AC.

Esc. Co. Commission CA

Appendix B

HIPAA Compliance. The Escambia Healthcare Authority (ECHA) shall comply with the applicable provisions of the Administrative Simplification sections of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the regulations promulgated thereunder, including without limitation the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Privacy Standards") and the federal security regulations as contained in 45 CFR Part 142 (the "Federal Security Standards"), no later than the effective date of each such requirement.

<u>Use and Disclosure of Protected Health Information.</u> ECHA shall not use or disclose, and shall ensure that its directors, officers, employees, agents or subcontractors not use or disclose, any Protected Health Information, as defined in 45 CFR § 164.591, other than as permitted by this Agreement or as required by law.

<u>Safeguards.</u> ECHA shall implement appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as permitted by this Agreement or as required by law.

Reporting. ECHA shall, within five days of becoming aware of a use or disclosure of Protected Health Information in violation of this Agreement by ECHA, its directors, officers, employees, agents or sub-contractors, or any third party to which ECHA disclosed Protected Health Information, report any such use or disclosure to Florida.

<u>Mitigation.</u> ECHA shall maintain a procedure for mitigating, to the maximum extent practicable, any adverse impact on individuals from ECHA's use or disclosure of Protected Health Information in violation of this Agreement.

Agents and Sub-contractors. In the event ECHA provides Protected Health Information received from Florida, or created or received by ECHA on behalf of Florida, to ECHA's agent or sub-contractors, ECHA shall enter into a contract with such agent or sub-contractor that includes provisions under which the agent or sub-contractor agrees to the same restrictions and conditions that apply to ECHA with respect to Protected Health Information.

Availability of Books and Records. ECHA shall make available to the Secretary of the Department of Health and Human Services ECHA's internal practices, books, and records relating to the use and disclosure of Protected Health Information received from Florida. Not withstanding the foregoing, no attorney-client, accountant-client, or other legal privilege shall be deemed waived by ECHA or Florida by virtue of this Section.

Access to Protected Health Information. Within five days of receipt of notice from Florida that an individual has requested access to Protected Health Information held by ECHA, ECHA shall forward the original or copies of such Protected Health Information to Florida, so long as ECHA still maintains such Protected Health Information. In the

event an individual directly requests ECHA for access to Protected Health Information, ECHA shall within two days forward such request to Florida. Any grant or denial of access to an individual of his or her Protected Health Information shall be the responsibility of Florida.

Amendment of Protected Health Information. Within ten days of receipt of notice from Florida that Protected Health Information held by Florida is inaccurate or incomplete, ECHA shall provide the Protected Health Information to Florida for amendment or shall incorporate such amendment to Protected Health Information as instructed by Florida.

Accounting of Disclosures. ECHA shall keep a record of any disclosure made to its agents, sub-contractors or other third part for a purpose other than for Treatment, Payment or Health Care Operations, all as defined in 45 CFR § 164.501. For such disclosures, ECHA shall record and maintain the following information: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Health Information, and if know, the address of such entity or person; (iii) a brief description of the Protected Health Information disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis of the disclosure. Within ten days of notice by Florida to ECHA that Florida has received a request for accounting by an individual, ECHA shall make its record of disclosures available to Florida for the six years before the date on which the individual requested the accounting. In the event an individual requests an accounting directly from ECHA, ECHA shall forward such request to Florida within two days of ECHA's receipt of such request, and shall make its record of disclosures available to Florida within ten (10) days of ECHA's receipt of such request. It shall be Florida's responsibility to prepare and deliver an accounting to an individual."



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-9264 County Administrator's Report 12. 4.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 11/05/2015

Issue: Purchase Order in Excess of \$50,000 **From:** Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Fiscal Year 2015/2016 Purchase Order in Excess of \$50,000 for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the issuance of a Purchase Order in excess of \$50,000, for the Public Safety Department, in the amount of \$75,000, for Worker's Compensation Insurance and deductibles for Volunteer Firefighters, to Preferred Governmental Insurance Trust, (Vendor Number 164977), for Fiscal Year 2015/2016, in accordance with PD 10-11.064.

[Funding: Fund 143, Fire Protection, Cost Center 330206, Fire Dept Paid, Object Code 54501, Insurance]

BACKGROUND:

Issuance of this purchase order is necessary to ensure continuity of mission critical services provided by the Board of County Commissioners to the citizens of Escambia County through the Public Safety Department and the volunteer firefighters of Escambia County. Allocations for this expenditure are included in the proposed budget for Fiscal Year 2015/2016.

BUDGETARY IMPACT:

Funding is budgeted in Fund 143 Fire Protection, Cost Center 330206 Fire Dept Paid, Object Code 54501 Insurance.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Department will issue a purchase requisition as soon as is possible on or after November 5, 2015.

November 3, 2013.		
	Attachments	
<u>PGIT</u>		



Public Risk Underwriters of Florida,Inc. P O Box 958455, Lake Mary, FL 32795 321-832-1450

Whitman & Whitman, Inc.
Escambia County Fire Rescue
WC FL1 0174001 15-13

Public Risk Underwriters of Florida, Inc. is pleased to provide you with the binder for Escambia County Fire Rescue. Please review the binder carefully, as coverage terms and conditions may not encompass all requested coverages indicated in the application.

As a reminder, you do not have any binding authority and any changes must be requested in writing. No coverage or change in coverage is bound without written confirmation from a representative of Public Risk Underwriters of Florida, Inc.

Certificates of Insurance for the PGIT program may only be issued via the web-based E-tools on the PRU Website. The web address is www.publicrisk.com. Certificates may not be used to request changes of coverage. The retail agent is solely responsible for any information listed in the description section of the certificates. If you need assistance logging into E-tools please contact your underwriter for support.

If you have any questions or need further assistance please feel free to contact us.

THIS PAGE IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT PART OF THE BINDER



Agreement No.: WC FL1 0174001 15-13

Effective: 10/01/2015

Coverage Confirmation Expiration Date: 11/30/2015 12:00 AM

Reference Number: 46962

COVERAGE CONFIRMATION FOR Escambia County Fire Rescue

6565 North W. Street Pensacola, FL 32505

Presented by Public Risk Underwriters for:

Whitman & Whitman, Inc.

2032-A Creighton Road Pensacola, FL 32504

9/30/2015 8:39 AM

Reference Number: 46962

9/30/2015 8:39 AM



Named Covered Party:

Escambia County Fire Rescue

Term:

Carrana a Duard

Coverage Provided By:

Agreement No.:

10/01/2015 to 10/01/2016

Preferred Governmental Insurance Trust

WC FL1 0174001 15-13

To protect members of the fund from large losses and to protect the financial security of the fund, the Preferred Governmental Insurance Trust (PGIT) board of trustees has elected to purchase an extremely conservative excess of loss insurance structure. We stress PGIT excess of loss structure because an excess structure provides PGIT members several levels of protection that reinsurance does not.

Foremost among these is the fact that PGIT's excess of loss policies list every individual member a named insured, giving every member direct access to the insurance company for payment of claims. Reinsurers are only responsible to the trust itself. Therefore, if a trust became financially troubled, there is no guarantee from an insurance company that any individual claim will be paid or even that a reimbursement will go towards the originating claim.

PGIT is a non-assessable Trust authorized under Florida Statute and is not rated by AM Best. PGIT is not protected by the Florida Guarantee Association in the event it becomes unable to meet its claims payment oblications. PGIT members are not constrained by notice requirements or punitive run-off claims costs to exit. PGIT is a non-admitted pool in the state of Florida.



Insurance Solutions for Public Entities

Public Risk Underwriters (PRU), as part of Brown & Brown, is one of the premier insurance service organizations for public entities in the United States. Our exclusive focus and in-depth understanding of the unique risk exposures and operating environment of the public sector allows us to tailor customized products and services to meet our clients' needs.



Preferred Governmental Claims Services (PGCS) is dedicated to exclusively serving Florida governmental agencies. PGCS administers and closely controls all claims from start to finish. This team of full-time, licensed adjusters understands federal laws and state statutes governing actions against public entities. A toll-free telephone number is provided to facilitate reporting of claims.

Compensation Disclosure

We appreciate the opportunity to assist with your insurance needs. Information concerning compensation paid to other entities for this placement and related services appears below. Please do not hesitate to contact us if any additional information is required.

Our office is owned by Brown & Brown, Inc. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so.

For the Coverage Term referenced above, your insurance was placed through PGIT. PGIT is an independent entity formed by Florida public entities through an Interlocal Agreement for the purpose of providing its members with an array of Insurance coverages and services. PGIT has contracted with entities owned by Brown & Brown, Inc. to perform various services. As explained below, those Brown & Brown entities are compensated for their services.

PGIT has contracted with PRU, a company owned by Brown & Brown, Inc., to administer PGIT's operations. The administrative services provided by PRU to PGIT include:

Underwriting / Coverage review / Marketing / Policy Review / Accounting / Issuance of PGIT Coverage Agreements / PGIT Member Liaison / Risk Assessment and Control

Pursuant to its contract with PGIT, PRU receives an administration fee, based on the size and complexity of the account, of up to 12.0% of the PGIT premiums billed and collected.

PGIT has also contracted with PGCS, a company owned by Brown & Brown, Inc., for purposes of administering the claims of PGIT members. The services provided by PGCS to PGIT may include:

Claims Liaison with Insurance Company / Claims Liaison with PGIT Members / Claims Adjustment

Pursuant to its contract with PGIT, PGCS receives a claims administration fee for those accounts which PGCS services of up to 5% of the non-property portion of the premiums you pay to PGIT.

PGIT also utilizes wholesale insurance brokers, some of which (such as Peachtree Special Risk Brokers and MacDuff Underwriters) are owned by Brown & Brown, Inc., for the placement of PGIT's insurance policies, and for individual risk placements for some PGIT members (excess and surplus lines, professional liability coverage, etc.) The wholesale insurance broker may provide the following services:

- Risk Placement
- Coverage review
- Claims Liaison with Insurance Company
- Policy Review
- Current Market Intelligence

The wholesale insurance broker's compensation is derived from your premium, and is largely dictated by the insurance company. It typically ranges between 10% and 17% of the premiums you pay to PGIT for your coverage. Some wholesale brokers used by Brown to place your coverage may also act as Managing General Agents for various insurance companies, and may be compensated directly by those insurance companies for their services in placing and maintaining coverage with those particular companies.

The wholesale insurance brokerage utilized in the placement of your property insurance was Peachtree Special Risk Brokers, which is a company owned by Brown & Brown Inc. Furthermore, any professional liability coverage afforded by the package of insurance you purchased was acquired through Apex Insurance Services, which is also a company owned by Brown & Brown Inc.

Reference Number: 46962

9/30/2015 8:39 AM

Page 5

Named Covered Party:

Escambia County Fire Rescue

Term:

10/01/2015 to 10/01/2016 Coverage Provided By:

Agreement No.:

Preferred Governmental Insurance Trust

WC FL1 0174001 15-13

ESTIMATED ANNUAL PAYROLL

Class Code	Description	Payroli
7704	FIREFIGHTERS & DRIVERS	500,000
		\$500,000



9/30/2015 8:39 AM



Named Covered Party:

Escambia County Fire Rescue

Term:

10/01/2015 to 10/01/2016

Coverage Provided By:

Agreement No.:

Preferred Governmental Insurance Trust

WC FL1 0174001 15-13

EMPLOYERS' LIABILITY COVERAGE

Bodily Injury by Accident Each Accident \$1,000,000 Bodily Injury by Disease Agreement Limit \$1,000,000 Bodily Injury by Disease Each Employee \$1,000,000

ESTIMATED BILLING

Manual Premium \$26,550

1.950 Experience Modifier

Estimated Annual Premlum \$55,448

\$2,000, Monoline \$4,000 Minimum Annual Premium

Drug-Free Credit Included

Safety Credit Included

Experience Modifiers: Deductible Plan: Gross

1.950 10/01/2015 \$2,500 Deductible

\$2,500 Per Occurence

Pay Term: WC - 25% Down & 9 Equal Installments

First payment of \$14,012.00 is due 10/01/2015.

9 Monthly Installments of \$4,604.00 are due beginning 11/01/2015.

Make Checks Payable to Preferred Governmental Insurance Trust

Reference Number: 46962

9/30/2015 8:39 AM

Preferred

GOVERNMENTAL
INSURANCE TRUST

Named Covered Party:

Escambia County Fire Rescue

Term:

CHIL.

Coverage Provided By:

Agreement No.:

10/01/2015 to 10/01/2016

Preferred Governmental Insurance Trust

WC FL1 0174001 15-13

TOTAL PREMIUM DUE

\$55,448.00

Commission

5.00%

BINDER TERMS & CONDITIONS INCLUDING BUT NOT LIMITED TO

- 1. Please review the binder carefully, as coverage terms and conditions may not encompass all requested coverages indicated in the application.
- 2. Binder is subject to review and acceptance by PGIT Board of Trustees.
- 3. The Coverage Agreement premium shall be pro-rated as of the first day of coverage from the minimum policy premium.
- 4. Down payment is due at inception.
- 5. The Trust requires that the Member maintains valid and current certificates of workers' compensation insurance on all work performed by persons other than its employees.

ADDITIONAL TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO:

Binder is subject to receipt of the following information by 11/1/2015:

N/A

This proposal includes a copy of the Amended Interlocal Agreement Creating the Preferred Governmental Insurance Trust and Amendment A which was added effective October 1, 2013.

NOTICE TO EMPLOYER: If you have a Drug-Free Workplace Program established and maintained in accordance with Florida law, and you would like to apply for the 5% premium credit that is available, please complete this form and forward it to your insurer. Re-certification is required annually.

APPLICATION FOR DRUG-FREE WORKPLACE PREMIUM CREDIT PROGRAM
Name of Employer: LSCambia County Fire/Rescue
Date Program Implemented: 10/1/2014
Testing: Procedures for drug testing have been established and/or drug testing has been conducted in the following areas: Job applicant Routine fitness for duty Follow-up testing to Employee Assistance Program
Notice of Employer's Drug Testing Policy: Copy to all employees prior to testing Posted on employer's premises Copy to job applicants prior to testing General notice given 60 days prior to testing No notice required because the employer had a drug testing on vacancy announcements Copies available in personnel office or other suitable locations No notice required because the employer had a drug testing on vacancy announcements Copies available in personnel office or other suitable locations No notice required because the employer had a drug testing on vacancy announcements Copies available in personnel office or other suitable locations
Education: Resource file on providers Employee Assistance Program Education Meet with Chapten.
Name of Medical Review Officer: Maris Simhachalam
A. Name of approved Agency for Health Care Administration Lab or United States Department of Health and Human Services Certified Laboratory: Dry Free Work place Inc.
B. Phone No.: (850) 434-3787 C. Address: 27 W Roman St Pensacola 32502.
Your certification is subject to physical verification by the insurer. Your policy is subject to additional premium for reimbursement of premium credit, and cancellation provisions of the policy if it is determined that you misrepresented your compliance with Florida law. Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree. Escambia County Five Rescue Officer/Owner Signature*
Legistic Baltalin Chiet
* Application must be signed by an officer or owner.
THE ABOVE SIGNED CERTIFIES THAT THIS INFORMATION IS A TRUE AND FACTUAL DEPICTION OF THEIR CURRENT PROGRAM. 15 20 5 Date Expiration of Commission
(NC3010) Form 09-01 Revised 7/04 BEUNDAK SPANN BEUNDAK SPANN
© 2004 National Council on Compensation Insurance, Inc. MY COMMISSION # FF 096840 EXPIRES: June 8, 2018 Bonded Thru Notary Public Underwriters

CERTIFICATION OF EMPLOYER WORKPLACE SAFETY PROGRAM PREMIUM CREDIT

Employer Name: Escambia County F	re/lescie
Name of Contact Person: Adum Harrisch	Telephone #. <u>850 - 475 - 553</u>
Policy #: WCFL1017400114-12	Effective Date of Policy: 10/1/2014 - I
I am submitting a copy of my workplace safety program Florida Statutes. I certify that this safety program has be maintained as submitted to my carrier.	which meets the requirements of Section 440.1025, een implemented in my workplace and is being
This is to certify that my workplace safety program med Section 440.1025, Florida Statutes:	ets or exceeds the following provisions as provided for in
 Written safety policy and safety rules Safety inspections Preventive maintenance Safety training 	5) First aid6) Accident investigation7) Necessary record keeping
not contain any false, incomplete, or misleading information	omitting for the purpose of obtaining a premium credit do ation. I attest to the accuracy of the information te inspection by my carrier, for the purpose of validating
I am aware that any person who submits an application information provided with the purpose of avoiding or recompensation coverage is a felony of the second degree or 775.084 Florida Statutes, or as otherwise punishable	ducing the amount of premiums for workers' e, punishable as provided in Sections 775.082, 775.083
	State of Florida County of Escanbia
Tamo Adu Ho	Sworn to, or affirmed, and subscribed before me
(Signature)	this 15th day of June
James Adam Harrisa Battalia Chief (Print Name and Title)	20 15. by Jame A. Harrison
6/15/15 (Date)	Holinka Hann (Signature Of Motary)
BELINDA K. SPANN MY COMMISSION # FF 096840 EXPIRES: June 8, 2018 Bonded Thru Notary Public Underwriters	(Expiration Date and Number)

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(NC3011) Form SAFETY 09-3



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-9285 County Administrator's Report 12. 5.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 11/05/2015

Issue: 2015-2018 State Homeland Security Grant Program, Sub-recipient

Agreement

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the 2015-2018 State Homeland Security Grant

Program, Sub-recipient Grant Award - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the 2015-2018 State Homeland Security Grant Program, Sub-recipient Grant Award:

A. Approve the State of Florida, Division of Emergency Management Grant Award letter, providing Escambia County Fire Rescue funding, in the amount of \$74,222, through Grant Number EMW-2015-SS00083-S01, for the Hazardous Materials Team; and

B. Authorize the Chairman to sign the Agreement.

BACKGROUND:

The State of Florida Division of Emergency Management distributes grants for the sustainment of the State's Hazardous Materials Teams. The State issues these funds to counties as sub-receipients to be used for training and sustainment of those teams. Escambia County Fire Rescue has a Hazardous Materials Response Team. The grant fund will be used to support the sustainment of the teams' equipment and training.

BUDGETARY IMPACT:

This cost-reimbursement Agreement will provide a grant totaling \$74,222 to be expended for Hazmat training and equipment sustainment.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Agreement has been reviewed by Assistant County Attorney Meredith Crawford and approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board requires its approval of Agreements.

IMPLEMENTATION/COORDINATION:

Upon final approval by the Board and the State, Escambia County Fire Rescue will coordinate with OMB and Finance to establish the appropriate Cost Center.

Attachments

Homeland Security Grant Program



DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

Director

GRANT AWARD

SUB-RECIPIENT: Escambia County Fire Rescue

PROJECT TITLE: State Homeland Security Grant Program

FEDERAL GRANT PD: 09/01/2015 to 08/31/2018

AWARD TOTAL: \$74,222 - Issues 6, 7 & 18

FEDERAL GRANT NO: EMW-2015-SS-00083-S01

In accordance with the provisions of Federal Fiscal Year 2015 State Homeland Security Grant Program (HSGP), the Florida Division of Emergency Management (FDEM) who serves as the State Administrative Agency (SAA) hereby awards to the foregoing Sub-recipient a grant in the amount shown above.

<u>Payment of Funds:</u> The Award Letter must be signed by the Official Authorized to Sign in the space below and the original returned to the FDEM before execution of your agreement. The sub-recipient should not expend any funds until a fully executed agreement has been received from FDEM and all Special Conditions are satisfied. Grant funds will be disbursed to sub-recipients (according to the approved project budget) upon receipt of evidence that items have been invoiced, deliverables have been received and that funds have been expended (i.e., invoices, contracts, itemized expenses, canceled checks, etc.).

Non-Supplanting Requirement: Requires that sub-recipients provide assurance that sub-grant funds will not be used to supplant or replace local or state funds that have been budgeted for the same purpose through non-federal sources. In compliance with that mandate, I certify that the receipt of federal funds through FDEM shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

<u>Conditions:</u> I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions governing these funds and all other federal laws; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; and that all agencies involved with this project understand that all federal funds are limited to the period of performance end date stipulated in the funding agreement.

GRANT AWARD PAGE TWO

<u>Conditions continued</u>: I certify that I understand and agree that once grant funding agreement has been sent to sub-recipient, the funding agreement will be executed within six (6) months of the letter date. I understand if the funding agreement is not executed in that time frame, the awarded amount is considered declined and funds will expended on behalf of locals by the SAA.

<u>Deployable Capabilities:</u> It is also understood that all assets and capabilities achieved or sustained with HSGP grant funds are deployable and shareable at the direction of the SAA, with cost potentially reimbursable in conformance with Emergency Management Assistance Compacts (EMAC) or other Statewide Mutual Aid/Assistance (SMAA) agreements. Assets should be available to utilize in multiple jurisdictions, regions, and the Nation; any asset that is physically mobile can be used anywhere in the United States and territories via EMAC or other mutual aid/assistance agreements.

Escambia County Fire Rescue

ACCEPTANCE FOR THE SUB-RECIPION Board of County Commissi Escambia County, Florida	
Signature of Official Authorized to Sign for Recipient Steven Barry, Chairman	Signature of Director, Division of Emergency Management, SAA
Date	Date
POINT OF	CONTACT INFORMATION
Point of Contact (POC) Name: Jame	es Adam Harrison
Physical Address of Sub-Recipient:	575 N "W" Street
City: Pensacola	State: Florida
POC Phone No: 850-426-9980	Email Address: ajharris@myesambia.com

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL OF SUB-RECIPIENT'S PROPOSED BUDGET BY FLORIDA DIVISION OF EMERGENCY MANAGEMENT.

Approved as to form and legal

By/Tiple: Wampya Att



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-9241 County Administrator's Report 12. 6.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 11/05/2015

Issue: 2014-2015 Community Development Block Grant Program Fire

Protection Improvements Project

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning 2014-2015 Community Development Block Grant Program Fire Protection Improvements Project - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the 2014-2015 Community Development Block Grant (CDBG) Fire Protection Improvements Project:

A. Approve the Interlocal Agreement with the Emerald Coast Utilities Authority (ECUA) in the amount of \$245,000, providing for the completion of the Fire Protection Improvements Project (2014-2015 Program Year), including installation of fire hydrants and associated water main upgrades, primarily within Census Tract 35.05; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and all related documents as required to implement the Project.

[Funding: Fund 129/2014 CDBG, Cost Center 370221 and 2015 CDBG, Cost Center 370224]

BACKGROUND:

During the CDBG Program Annual Plan cycle, the Board approves an allocation of CDBG Program funding to support the enhancement of fire protection within CDBG eligible low-moderate income areas in the County. The Board approved \$95,000 in 2014 CDBG Program Year funds on July 24, 2014 and \$150,000 in 2015 CDBG Program Year funds on July 23, 2015, providing for a total of \$245,000 for this project (see **Exhibit** I for 2014 and 2015 Annual Plan approvals).

The targeted area for the 2014 and 2015 Program Year grant is a portion of Census Tract 35.05. The planned project will fund materials, equipment and installation of approximately 5,000 linear feet of water main upgrades and 5 fire hydrant assemblies on Graves Road, Pandora Place, Phenix Place, and portions of Frank Street and Lawton Street in the Atwood area (see **Exhibit II** for map of proposed area). ECUA is providing

engineering, surveying, design and construction management services for the project from their own resources.

BUDGETARY IMPACT:

Funds for this project are budgeted in Fund 129/2014 CDBG, Cost Center 370221 and 2015 CDBG, Cost Center 370224.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Interlocal Agreement (Exhibit III) has been reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

The project will be accomplished through the Interlocal with ECUA. ECUA will provide all project level engineering, surveying, and technical coordination, while Neighborhood Enterprise Division (NED) staff will manage CDBG-related matters.

POLICY/REQUIREMENT FOR BOARD ACTION:

An Interlocal Agreement is required to establish the planned activity and procedures for grant payment.

IMPLEMENTATION/COORDINATION:

The Interlocal Agreement is scheduled to be reviewed by the ECUA Board in December, with construction estimated to begin in January 2016.

Attachments

Ex I-2014 2015 HUD Plan excerpts
Ex II-Project Map
Ex III-ECUA CDBG Fire Interlocal

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

<u>COUNTY ADMINISTRATOR'S REPORT</u> – Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-22. Approval of Various Consent Agenda Items Continued
 - 3. Taking the following action concerning the State of Florida Department of Environmental Protection (DEP) Agreement No. G0409 to provide financial assistance for the Bayou Chico Stormwater Retrofit Project (Funding: Fund 110, Other Grants and Projects, Cost Center to be determined at time of Supplemental Budget Amendment):
 - A. Accepting and approving the DEP Grant Agreement No. G0409 between the State of Florida Department of Environmental Protection and Escambia County, in the amount of \$755,560, for the Bayou Chico Stormwater Retrofit Project; and
 - B. Authorizing the Chairman to sign the Agreement and other future Agreement-related documents, including no cost extensions, pending Legal review and approval, without further action of the Board to complete the Project.

Note: The County Attorney's Office has requested that the Board be made aware of the language, in the last sentence, in Paragraph 31 (Page 12 of 13) of the Agreement: "Any action hereon or in connection herewith shall be brought in Leon County, Florida."

- 4. Taking the following action concerning the Escambia Consortium 2015-2019 Consolidated Plan and 2015 Annual Action Plan (Funding: Fund 129/CDBG, Cost Centers 370222, 370223, and 370224; Fund 147/HOME, Cost Center 370267; and Fund 110/ESG, Cost Center 370293):
 - A. Approving the Escambia Consortium 2015-2019 Consolidated Plan, providing goals, objectives, and strategies for housing and community development during the period October 1, 2015, through September 30, 2020;
 - B. Approving the Escambia Consortium 2015 Annual Action Plan for Housing and Community Development, detailing the use of 2015 Community Development Block Grant (CDBG) funds, in the amount of \$1,644,103; 2015 HOME Investment Partnerships Program (HOME) funds, in the amount of \$882,771; and 2015 Emergency Solutions Grant Program (ESG) funds, in the amount of \$147,378; and

(Continued on Page 16)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

<u>COUNTY ADMINISTRATOR'S REPORT</u> – Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-22. Approval of Various Consent Agenda Items Continued
 - 4. Continued...
 - C. Authorizing the County Administrator to execute all Escambia Consortium 2015-2019 Consolidated Plan and 2015 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the United States Department of Housing and Urban Development, and authorize the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2015 CDBG, 2015 HOME, and 2015 ESG Programs.
 - 5. Ratifying the following July 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 Residential Rehab Grant Program Funding and Lien Agreements:
 - A. Approving the following three Residential Rehab Grant Program Funding and Lien Agreements:
 - (1) The Agreements between Escambia County CRA and Curtis and Elizabeth Hughley, owners of residential property located at 303 Lakewood Road, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of \$3,295, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, to install a new roof;
 - (2) The Agreements between Escambia County CRA and Susan H. Herrington, owner of residential property located at 267 Seamarge Lane, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of \$1,267, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, to install a new roof; and

(Continued on Page 17)

PUBLIC NOTICE ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton, Florida, have drafted the 2015/2016 Annual Housing and Community Development Plan for the period October 1, 2015 - September 30, 2016. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the Consortium's 2015/2016 Annual Action Plan for the utilization of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), Emergency Solutions Grant (ESG), Public Housing Grant Programs, and other HUD programs designed to address housing and community development needs. The major priorities include: rehabilitation of rental and homeowner occupied substandard housing units for families with incomes between 0-80% of the local median income; new construction. homebuyer assistance, and acquisition/rehabilitation activities in support of the provision of affordable housing for families with incomes primarily between 50-80% of median; expansion of below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or construction; support of activities leading to the development of housing for persons with special needs; supportive services addressing the special needs of the elderly, handicapped, and homeless or near homeless; redevelopment activities within designated areas of slum and blight; and targeted community development public facility and improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels throughout the respective jurisdictions to the extent that such availability is not limited by Federal or State Regulations and/or financial resources. The draft 2015 Annual Action Plan is available for public review at the following Pensacola and Milton locations between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.

City of Pensacola Housing Office 420 West Chase Street Pensacola, Florida (Closed on Fridays) Escambia County
Neighborhood Enterprise Division
Suite 200
221 Palafox Place
Pensacola, Florida

Housing Programs Office Santa Rosa County Public Services Complex 6051 Old Bagdad Highway Milton, Florida

> ESCAMBIA CONSORTIUM, FLORIDA ANNUAL ACTION PLAN SUMMARY (October 1, 2015 - September 30, 2016)

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development for Program Year 2015 Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Solutions Grant (ESG) funding in the total amount of \$3,368,090 which is detailed as follows.

ESCAMBIA COUNTY

2015/2016 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

HOUSING REHABILITATION:

FUNDING:

Housing Rehabilitation Program (General)

\$427,312*

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 10 substandard homeowner occupied units, including lead based paint assessment and abatement, and other related program operating costs. Funds may also be used to provide for sanitary sewer connection assistance in targeted areas, energy improvements, weatherization and storm protection/mitigation improvements, and other applicable improvements. (Unincorporated Escambia County)

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is \$15,000). (Unincorporated Escambia County)

Temporary Relocation \$20,000

Funds to provide temporary relocation for families whose dwelling units are being rehabilitated via the County's Housing Rehabilitation Program. (Unincorporated Escambia County)

PROGRAM PLANNING, ADMINISTRATION AND FAIR HOUSING:

General Grant Administration/Management

\$281,952

Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program and indirect costs.

Escambia County Community Redevelopment Agency

\$17,000

Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County, as well as the County's Enterprise Zone.

Fair Housing \$18,500

Support ongoing Community Development Block Grant Fair Housing initiatives in the community.

ESCAMBIA BROWNFIELDS REDEVELOPMENT:

Brownfields Community Redevelopment Project

\$25,000

Funds allocated for this activity will be used to identify and assess actual or perceived environmental contamination issues, and partially support remediation/redevelopment costs associated with vacant or abandoned commercial properties that have been designated as Brownfield sites <u>and</u> are located within the County's Community Redevelopment Areas (Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington); the City of Pensacola's Community Redevelopment Areas; the County or City's designated Enterprise Zones; and/or designated Brownfield sites within the County or City. Funds may be used to pay for site evaluations/assessments (including but not limited to: title searches, property surveys, access/utilization agreements, quality assurance project reviews, Phase I & II environmental assessments and Brownfield site assessments), site remediation/clean-up costs and/or public infrastructure related development expenses. Activities will be closely coordinated with other local, Federal or State Brownfield Programs. (Limited to areas of slum and blight as designated by Escambia County or the State of Florida in accordance with Florida law, including designated Brownfield sites).

PUBLIC SERVICES:

Council on Aging of West Florida, Inc.

\$47,000

Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 450 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

Title Clearance \$48,000

Funds will support legal services to clear title for 20-25 low or moderate income clients in order to remove barriers to their ability to improve or maintain their properties, by becoming eligible for traditional financing or County/City rehabilitation programs. Cases may include probate, quiet title, bankruptcy and tax disputes and will allow clients to gain and maintain ownership of their homes. Priority may be given to clients in County or City CRA areas.

Foreclosure Prevention Education and Counseling

\$15,500

Foreclosure prevention guidance, education and assistance in an effort to assist Escambia County residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided to provide opportunities to review the individual's current situation and discuss options for assistance. (County Wide, including Pensacola and Century)

DEMOLITION/CLEARANCE

Funds will be used to assist with the elimination of dilapidated, structurally unsound buildings and/or abandoned lots/properties in designated areas of slum and blight, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington Community Redevelopment Areas and Century. Funds may be used to assist with environmental enforcement officer hours in Century.

PUBLIC FACILITIES AND IMPROVEMENTS:

Fire Hydrants/Water Main Upgrade

\$150,000

Provides for installation of fire hydrants and adequately sized water supply mains in CDBG Target Area lower income neighborhoods in unincorporated Escambia County (as prioritized locally in conjunction with the utility provider). Should funds remain after completion of these improvements, additional related improvements will be made in other local CDBG eligible areas.

County Facility Handicapped Accessibility Improvement Project

\$55,000

Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. (Countywide)

CRA/Neighborhood Enhancement Program

\$50,000

Funds provide staffing and support for targeted community redevelopment, reinvestment, and neighborhood-based initiatives implemented specifically within designated areas of slum and blight in Escambia County, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington as well as County's Enterprise Zone. (Low and Moderate Income Neighborhoods)

Community Redevelopment Facade Improvement Program

\$50,000

Prior year funds will continue to support matching grants for commercial business exterior/facade, streetscape and related improvements along the commercial corridors located in the designated Community Redevelopment Areas (Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington), and the County's Enterprise Zone, the boundaries of which are legally defined in the governing CRA and Enterprise Zone designation ordinances and resolutions.

CRA Neighborhood Improvement Project Enhancements

\$250,000

Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/ reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible neighborhoods.

Public Facility: Homeless or Health Facility Project

\$150,000

Funds will partially support acquisition, rehab and/or construction of a new homeless assessment center or a community-based health clinic to improve the delivery of heath care services to lower income residents of the surrounding area

Redevelopment Area Neighborhood Renewal Incentive/Initiative

\$ 3,839

Funds will be provided for small scale community based, volunteer projects targeting improvements to public right-of-way, neighborhood beautification, and enhancement activities carried out in locally designated areas of slum and blight, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington Community Redevelopment Areas.

TOTAL 2015 ESCAMBIA COUNTY CDBG FUNDS PROJECTED

\$1,644,103

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RESUME OF THE REGULAR BCC MEETING - Continued

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. BUDGET/FINANCE CONSENT AGENDA Continued
- 12. Recommendation: That the Board take the following action concerning approval of the Escambia Consortium 2014/2015 Annual Action Plan; a complete copy of the entire Annual Action Plan is available for review in the County Administrator's Office or on the County's website at: http://www.myescambia.com (Funding: Fund 129, CDBG; Fund 147, HOME; and Fund 110, ESG Cost Centers to be assigned):
 - A. Approve the Escambia Consortium 2014/2015 Annual Action Plan for Housing and Community Development, including the Escambia County 2014 Annual Plan, detailing use of 2014 Community Development Block Grant (CDBG) funds, in the amount of \$1,653,390; 2014 HOME Investment Partnerships Act (HOME) funds, in the amount of \$975,346; and 2014 Emergency Solutions Grant Program (ESG) funds, in the amount of \$136,359; and
 - B. Authorize the County Administrator to execute all 2014/2015 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the U.S. Department of Housing and Urban Development, and authorize the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2014 CDBG, 2014 HOME, and 2014 ESG Programs.

Approved 3-0, with Commissioner Valentino having left the meeting and Commissioner Robertson temporarily out of Board Chambers

- 13. <u>Recommendation:</u> That the Board take the following action concerning Dental Insurance (PD 12-13.029) (Funding Source: Fund 501, Internal Service Fund, Cost Center 150109, Object Code 54501):
 - A. Approve a three-month extension of the present Contract to December 31, 2016, without an increase in administrative fees; and
 - B. Authorize the County Administrator to sign the Dental Administration Service Contract between Delta Dental Insurance Company and Escambia County (Service Contract will be drafted upon approval of this Board action).

Approved 3-0, with Commissioner Valentino having left the meeting and Commissioner Robertson temporarily out of Board Chambers

ESCAMBIA COUNTY

2014/2015 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

HOUSING REHABILITATION:

FUNDING:

Housing Rehabilitation Program (General)

\$262,311*

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 6 substandard homeowner occupied units, optional sanitary sewer connection assistance for lower income owners in targeted areas and related program operating costs. Funds may also be used to provide energy improvements, weatherization and storm protection/mitigation improvements, such as insulation, hurricane shutters/film, rated windows, lead based paint assessment and abatement, and other applicable improvements. (Unincorporated Escambia County)

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is \$15,000). (Unincorporated Escambia County)

PROGRAM PLANNING, ADMINISTRATION AND FAIR HOUSING:

General Grant Administration/Management

\$288,328

Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program and indirect costs.

Escambia County Community Redevelopment Agency

\$17.000

Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County, as well as the County's Enterprise Zone.

Fair Housing \$18,500

Support ongoing Community Development Block Grant Fair Housing initiatives in the community.

ESCAMBIA BROWNFIELDS REDEVELOPMENT:

Brownfields Community Redevelopment Project

\$275,000

Funds allocated for this activity will be used to identify and assess actual or perceived environmental contamination issues, and partially support remediation/redevelopment costs associated with vacant or abandoned commercial properties that have been designated as Brownfield sites <u>and</u> are located within the County's Community Redevelopment Areas (Palafox Corridor, Warrington, Brownsville, Barrancas, Englewood, Cantonment & Ensley), the City of Pensacola's Community Redevelopment Areas; the County or City's designated Enterprise Zones; and/or designated Brownfield sites within the County or City. Funds may be used to pay for site evaluations/assessments (including but not limited to: title searches, property surveys, access/utilization agreements, quality assurance project reviews, Phase I & II environmental assessments and Brownfield site assessments), site remediation/clean-up costs and/or public infrastructure related development expenses. Activities will be closely coordinated with other local, Federal or State Brownfield Programs. (Limited to areas of slum and blight as designated by Escambia County or the State of Florida in accordance with Florida law, including designated Brownfield sites).

PUBLIC SERVICES:

Council on Aging of West Florida, Inc.

\$47,000

Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 450 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

Foreclosure Prevention Education and Counseling

\$15.500

Foreclosure prevention guidance, education and assistance in an effort to assist Escambia County residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided to provide opportunities to review the individual's current situation and discuss options for assistance. (County Wide, including Pensacola and Century)

DEMOLITION/CLEARANCE

Demolition/Clearance of Unsafe Structures or Properties

\$10,000

Funds will be used to assist with the elimination of dilapidated, structurally unsound buildings and/or abandoned lots/properties in designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas, Palafox Corridor, Cantonment, Ensley Community Redevelopment Areas and Century.

PUBLIC FACILITIES AND IMPROVEMENTS:

Fire Hydrants/Water Main Upgrade

\$95,000

Provides for installation of fire hydrants and adequately sized water supply mains in CDBG Target Area lower income neighborhoods in unincorporated Escambia County (as prioritized locally in conjunction with the utility provider). Should funds remain after completion of these improvements, additional related improvements will be made in other local CDBG eligible areas.

County Facility Handicapped Accessibility Improvement Project

\$45,000

Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. (Countywide)

CRA/Neighborhood Restoration Program

\$175.000

Funds provide staffing and support for targeted community redevelopment, reinvestment, and neighborhood-based initiatives implemented specifically within designated areas of slum and blight in Escambia County, specifically the Warrington, Brownsville, Englewood, Barrancas, Cantonment, Ensley and Palafox Corridor Community Redevelopment Areas, as well as County's Enterprise Zone (Low and Moderate Income Neighborhoods)

Community Redevelopment Facade Improvement Program

\$50.000

Prior year funds will continue to support matching grants not to exceed \$25,000 per commercial business for exterior/facade, streetscape and related improvements along the commercial corridors located in the designated Community Redevelopment Areas (including Warrington, Barrancas, Brownsville, Englewood and the Palafox Corridor), and the County's Enterprise Zone, the boundaries of which are legally defined in the governing CRA and Enterprise Zone designation ordinances and resolutions.

CRA Neighborhood Improvement Project Enhancements

\$149,751

Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/ reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Warrington, Brownsville, Englewood, Palafox Corridor, Cantonment, Ensley and Barrancas. Funds may also be utilized to support costs for improvements/enhancements to County owned Senior Citizen Center facilities serving neighborhoods in unincorporated Escambia County. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible neighborhoods.

Public Facility: Community Health Clinic Redevelopment Project

\$200,000

Funds will partially support site development and construction of a new community-based health clinic on County-owned Brownfield property located on Pace Boulevard (Census Tract 4) to improve the delivery of heath care services to lower income residents of the surrounding area. In addition to the 2013 funds identified above, up to \$400,000 in prior year CDBG funds will be expended in support of this project.

Redevelopment Area Neighborhood Renewal Incentive/Initiative

\$ 5.000

Until exhausted, prior year funds will be provided for small scale community based, volunteer projects targeting improvements to public right-of-way, neighborhood beautification and enhancement activities carried out in locally designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas, Palafox Corridor, Cantonment, and Ensley Community Redevelopment Areas.

TOTAL 2014 ESCAMBIA COUNTY CDBG FUNDS PROJECTED

\$1,653,390

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CITY OF PENSACOLA

FY2014-2015 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

FUNDING

HOUSING REHABILITATION:

Housing Rehabilitation Loan/Grant Programs

\$432.754*

Funds to repair and/or rehabilitate owner-occupied houses (Housing Rehabilitation Program); to provide for structural modifications and the removal of architectural barriers to accommodate the needs of persons with disabilities (Residential Handicap Accessibility Program); to provide for the federally mandated evaluation and control of lead based paint hazards for projects with a house constructed prior to 1978 (LBP Hazard Reduction Activity); and to provide for administrative costs of these programs and other related housing rehabilitation/repair activities. Funding will provide for the rehabilitation/repair of 8-10 owner occupied housing units. These programs are available to low and moderate income persons occupying their homestead residence within the corporate limits of the City of Pensacola. (City Wide)

*All program income from housing rehabilitation loans will be used to rehabilitate and/or repair homeowner occupied units for low and moderate income families located within the corporate limits of the City of Pensacola. (estimated program income is \$110,000).

Temporary Relocation \$ 15,000

Funds will provide temporary relocation for families whose dwelling units are being rehabilitated via the City's Housing Rehabilitation Programs, which includes the HOME Reconstruction Program. This is a requirement under the Uniform Act. (City-wide)

CODE ENFORCEMENT:

Code Enforcement \$35,000

Funds to provide code enforcement within the CDBG target area where such enforcement, together with public or private improvements, rehabilitation, or services to be provided, may be expected to arrest the decline of the area. Code enforcement will be conducted within targeted low and moderate income areas within the CDBG Target Area. (CDBG Target Area)

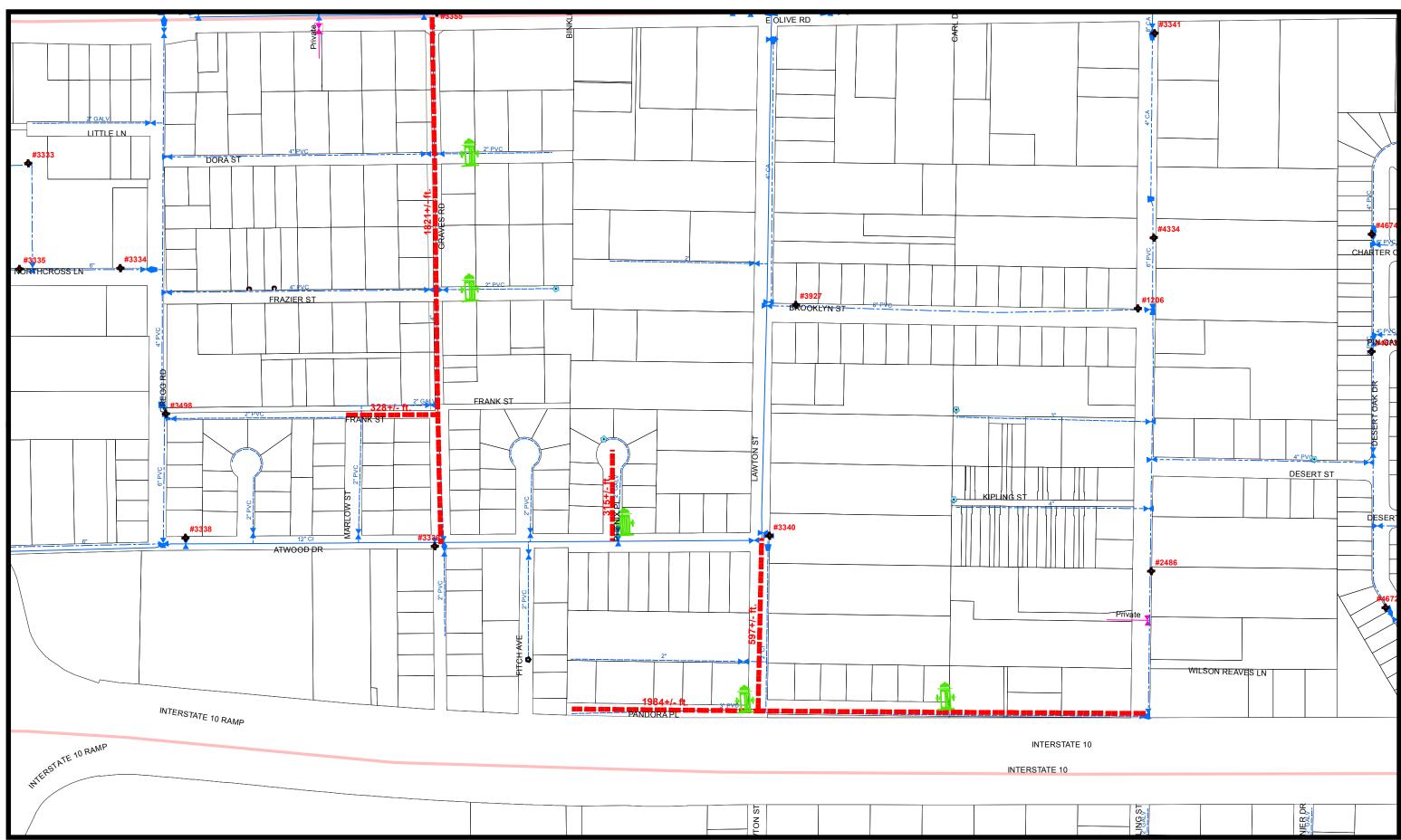
PUBLIC SERVICES:

Council on Aging of West Florida, Inc. (COA)

\$70,000

Funds will provide approximately 15,800 meals through the Congregate Meals and Meals on Wheels Programs to low and moderate income elderly, disabled, and/or handicapped residents residing within the City limits which otherwise would not be available. The Meals on Wheels program delivers nutritionally balanced meals to homebound, functionally impaired adults. The Congregate Meals Program provides nutritional meals to eligible adult recipients at five congregate meal sites located within the City and also an element of socialization and recreation. These funds provide direct services. CDBG funds received from the City are utilized by COA as 1:10 leverage for other critical federal and state funding for which COA would most likely be unable to apply. The City has funded COA for over two decades. (City-wide)

Graves Rd Area





DISCLAIMER: The Emerald Coast Utilities Authority map/data is informational records of the approximate location of ECUA water and/or sewer facilities only. No representation is made as to its accuracy, and ECUA disclaims any and all liability with respect to any information shown. It is provided for information purposes only. MAP INFO IS NOT TO BE USED ON DESIGN OR CONSTRUCTION PLANS OR ANY TYPE OF ENGINEERING SERVICES BASED ON INFORMATION DEPICTED HEREIN. This map/data is not guaranteed accurate or suitable for any use other than that for which it was gathered. Any use of this information by any other organization for any other purpose and any conclusions drawn from the use of this data is strictly the responsibility of the



EXHIBIT III

INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this <u>5th</u> day of <u>November</u>, **2015**, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida, hereinafter referred to as "County" and the **EMERALD COAST UTILITIES AUTHORITY**, a local government body, corporate and politic, hereinafter referred to as "ECUA".

WITNESSETH:

WHEREAS, the County is interested in pursuing community improvements, neighborhood revitalization, and increasing fire protection for local residents and;

WHEREAS, the ECUA is the sole provider for the installation of fire hydrants within the CDBG Target Area including, but not limited to, portions of Census Tract 35.05, and;

WHEREAS, the County received a Community Development Block Grant #B-14-UC-12-0012 and #B-15-UC-12-0012, through the U. S. Department of Housing and Urban Development, and;

WHEREAS, a portion of said grants funds have been prioritized for the express purpose of providing funds for water main upgrades and installation of said fire hydrants to be located within the designated CDBG Target Areas, and;

WHEREAS, the ECUA is a local governmental body, corporate and politic;

NOW THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged by each of the parties hereto, the parties agree as follows:

SECTION I: CONTRACT ADMINISTRATION

ECUA agrees to perform required tasks as stipulated in this Agreement under the general administration and coordination of the Escambia County Neighborhood Enterprise Division, hereinafter referred to as "NED," located at 221 Palafox Place, Suite 200, Pensacola, FL 32502, Phone: (850) 595-0022, Fax: (850) 4595-0342 and E-Mail: mrnunnari@myescambia.com or other parties as may be designated by the County.

SECTION II: FUNDING

The funds to be made available to the ECUA for the **2015 Fire Protection Project** by the County in an amount not to exceed \$245,000 are solely available from the 2014 and 2015 Community Development Block Grant # B-14-UC-12-0012 and #B-15-UC-12-0012 as provided by the U. S. Department of Housing and Urban Development, hereinafter referred to as the "Grant". That portion of

the Grant expressly dealing with the Fire Protection Improvements is hereby incorporated into this Agreement by reference.

SECTION III: METHOD OF PAYMENT

- 1. From the proceeds of the Grant, the County agrees to provide the ECUA a maximum of \$245,000 as compensation for the complete installation of as many of the proposed hydrant and water main improvements identified in Attachment A hereto as such funds will permit. Compensation to ECUA shall include actual costs incurred in construction of the improvements and project related surveying; ECUA shall at its expense, provide other necessary engineering and administrative services to complete the Project.
 - 2. The County will make payments to ECUA in the following manner:
 - Payment #1: Initial project disbursement will be made within (30) days of the agreement date and will be in an amount equal to 50% of the amount stipulated in Section III (1) above.
 - Payment #2: The second project disbursement will be made within thirty (30) days after the initiation of the installation of the hydrants and main upgrades cited in Attachment A, and will equal 40% of the amount stipulated in Section III (1) above.
 - Payment #3: The final project payment totaling the remaining 10% of the amount stipulated in Section III(1) above will be paid to the Authority after total completion of the project construction including final inspection and verification of proper operation of the hydrants and water mains.
- 3. The County shall make such payments to the ECUA no later than fifteen (15) days after the signed payment voucher and invoice, as approved by the County's agent, are received in the Escambia County Office of the Clerk of the Circuit Court/Finance Division.

SECTION IV: SCOPE OF WORK

- 1. The ECUA will provide the County with an installation schedule for the work described in Attachment A as based upon ECUA's existing workload at the time of commission of the work by the County.
- 2. The ECUA will diligently strive to complete all required work within the minimal time required, however, in no instance shall the work take longer than two hundred forty (240) days from the date of initial payment by the County.

- 3. The ECUA shall ensure that all work is performed and that each and every item of labor, together with all materials, tools, supplies, equipment, machinery, and means of transportation necessary to fully complete the work as described in this Agreement is furnished. Work is to be completed to the satisfaction of the County and its designated agent who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under this agreement.
- 4. In the event that ECUA elects to subcontract work required hereunder, the County's agent shall participate in all aspects of the related bid and subcontracting process to ensure full compliance with all applicable Federal, State, and local rules, regulations, and procedures, including, but not limited to, requirements of the Davis-Bacon Act as amended and all costs related thereto. Further, ECUA shall continually assure full compliance with such requirements throughout the duration of this project.
- 5. Following installation, the ECUA shall maintain, operate, and protect said improvements in accordance with procedures utilized for other components of the water distribution system, and shall endeavor to provide optimal operation of the equipment for the public good.
- 6. The ECUA agrees to fully document completion of stipulated work in writing by furnishing copies of the ECUA's work orders, as built drawings, and other such documentation as required to clearly evidence the installation of the equipment in accordance with the intent of this Agreement. Such documentation shall be submitted to: Escambia County, Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502.

SECTION V: TERM OF AGREEMENT

- 1. This Agreement shall commence on the <u>5th</u> day of <u>November</u>, 2015, and terminate within twelve (12) months from said date, unless extended by mutually written approval of both parties to this Agreement, or terminated earlier as provided for in Sections V(2) or V(3).
- 2. If the ECUA should fail to perform its duties as defined herein, the County may terminate this Agreement with a written ten (10) day notification, and any funds previously disbursed to the ECUA and not expended for the installation of fire hydrants and water mains in accordance with this Agreement will become instantly due and payable to the County.
- 3. As this Agreement is expressly contingent upon the availability of Federal Community Development Block Grant (CDBG) funds, should such funds cease to be available to the County for any reason, the County reserves the right to terminate this Agreement with ten (10) days written notice, and subject to availability of CDBG funds, pay ECUA for finished work with no legal or financial obligation for remaining project-related work.

SECTION VI: RECORDS

1. The ECUA agrees to maintain records specifically related to this project in such manner as to assure proper accountability of all CDBG funds, and will require the same of any subcontract parties.

2. These specific records and accounts shall at all times be subject to inspection, review, and/or audit for a period of six (6) years following termination of this Agreement, unless said records and accounts are the subject of audit or litigation in which case said records shall be maintained indefinitely pending resolution of such actions. Access to such records will be provided to the County, the Federal Department of Housing and Urban Development, and/or other duly authorized parties upon request.

SECTION VII: GENERAL PROVISIONS

- 1. ECUA accepts the terms of this Agreement and the Grant, specifically Federal Regulations cited at 24 CFR Part 570, and Regulations cited in <u>Attachment B</u> of this Agreement. Further, the ECUA agrees to incorporate these rules and regulations into any and all subcontracts which directly result from this project.
- 2. All parties agree to provide Equal Employment Opportunity to all individuals regardless of race, color, familial status, handicap, sex, disability, religion, or national origin. Further, the ECUA agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this Agreement is free of discrimination against its employees, persons, or groups of persons on the basis of race, color, sex, or national origin. Both of the said Civil Rights Acts are hereby referred to and incorporated by reference herein.
- 3. The County agrees that all hydrant and main improvements resulting from work by the ECUA under this agreement shall become the property of the ECUA after complete and satisfactory installation of said improvements by the ECUA.
 - 4. All parties agree to abide by the HUD Section 3 Clause included in <u>Attachment B</u>.
- 5. All parties agree to abide by the Equal Opportunity Clause for Agreement subject to Executive Order #11246.
- 6. The ECUA shall continually ensure that all parties completing work under the provisions of this Agreement are fully ensured for workmen's compensation and general liability, and shall maintain adequate levels of insurance to assure the protection of the ECUA and the County.
- 7. The ECUA will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, physical handicap, or familial status. The ECUA will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, national origin, physical handicap, or familial status. Such action shall include but not be limited to the following: employment, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The ECUA agrees to post in a conspicuous place notices provided by the County setting forth the provision of this Equal Opportunity clause.
- 8. The County and ECUA shall ensure that during the implementation of the project, all applicable Federal, State, and Local rules, policies, and regulations are fully adhered to in accordance

with provisions delineated in Attachment B of this Agreement.

SECTION VIII: PROCUREMENT REQUIREMENTS

The ECUA shall be required to adhere to generally accepted procurement standards in the purchase of materials, supplies, equipment, and/or contractual services associated with this project. All such procurements shall afford the maximum level of open competition among qualified bidders.

SECTION IX: NEPOTISM

The ECUA agrees to abide by the provisions of Section 112.3135, Florida Statutes, pertaining to nepotism in their performance under this Agreement which statute is hereby referred to and incorporated by reference herein.

SECTION X: UNDERSTANDING OF TERMS

- 1. **Attachments A-B** included herein are hereby incorporated as part and parcel of this Agreement and hold the same legal status as the main body of this Agreement.
- 2. This Agreement represents the entire and integrated agreement between the County and the ECUA and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both ECUA and County or in accordance with provisions contained in the Agreement document.
- 3. This Agreement is executed in the City of Pensacola, Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to the agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.
- 4. It is understood and agreed by the parties that if any part, term or provision of this Agreement is held by the Courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as of the Agreement did not contain the particular part, term, or provision held to be invalid.
- 5. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready for 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.
- 6. All notices under this Agreement shall be in writing, and shall be sent by certified mail to the parties at the respective addresses given below.

- 7. If any date herein set forth for the performance of any obligations, or for the delivery of any instrument, or for the giving to 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.
- 8. This Agreement shall become effective, after being properly executed by the parties, when filed in the Office of the Clerk of the Circuit Court of Escambia County. The County shall be responsible for such filing after such execution by both parties.
- 9. Each individual executing this Agreement on behalf of the corporate entity or governmental entity represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said entity, in accordance with applicable law, and that this Agreement is binding upon said entities in accordance with its terms.

ATTEST: Pam Childers Clerk of the Circuit Court	ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS P. O. Box 1591, Pensacola, Florida 32597
BY: Deputy Clerk	By:Steven Barry, Chairman Approved: November 5, 2015
Approved as to form and legal sufficiency. By/Title: Date: 13/13/15	Escambia County Legal Department Approval:
	EMERALD COAST UTILITIES AUTHORITY 9255 Sturdevant Street, Pensacola, Florida 32514
WITNESS:	Dyn
Delina Managa	By: Stephen E. Sorrell, Executive Director
Print Name:	Date:
Print Name:	

ATTACHMENT A

LOCATION OF FIRE HYDRANT AND WATER MAIN IMPROVEMENTS

====	=======	======	======	====	======	=======	=====	
The	attached	maps	include	the	minimum	locations	planned	for
impr	rovements	through	n this ag	greeme	nt (subje	ct to avail	able fund	ing).
Esca	mbia Cou	nty and l	ECUA re	serve t	he right to	o increase th	e location	s for
impr	ovements	in CDBO	G eligible	areas (of the Cou	nty.		
====			=======				======	

General Area Description: Graves Road, Pandora Place, Phenix Place, and portions of Frank Street and Lawton Street

#3835 NORTHCROSS LN WERSTATE TO RAMP INTERSTATE 10 RAMP GREGG RD ---FRAZIER ST ATWOOD PR Private MARLOW ST FRANK ST GRAVES RD FRANK ST TTCH AVE 2" PVC 315+/- ft. Graves Rd Area TON ST LAWTON ST BROOKLYN ST CARL INTERSTATE 10 INTERSTATE 10 LING ST **#4334** WILSON REAVES LN DESERT ST ALEK DE CHARTER HSER!



user.

ATTACHMENT B

CONTRACT RELATED RULES AND REGULATIONS

LISTING OF STANDARD CONTRACT PROVISIONS

All Federal provisions related to this contract are listed below for reference, and are to be complied with to the extent that each is applicable to this specific agreement.

- 1. Certification Regarding Non-Segregated Facilities
- 2. Compliance with Air and Water Acts
- 3. EEO Compliance and Anti-Discrimination Provisions
- 4. Copeland Anti-Kickback Act Provisions
- 5. Executive Order 11426, as amended by Executive Order 12086, Concerning Affirmative Action in Employment and Employment Practices

- 6. Title VI of the Civil Rights Act of 1964, and amendments thereto
- 7. Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act)
- 8. Executive Order 11063, as amended by Executive Order 12259
- 9. Section 109 of the Housing and Community Development Act of 1974 and any amendments thereto
- 10. Lead Based Paint Prohibition stipulated in Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (as applicable)
- 11. Section 202 (a) of the Flood Disaster Protection Act of 1973 and amendments thereto regarding Flood Hazards Mitigation (as applicable)
- 12. Architectural Barriers Act (as applicable)
- 13. Americans with Disabilities Act Protections (as applicable)
- 14. Energy Policy and Conservation Act
- 15. Sections 503/504 of the Rehabilitation Act of 1973
- 16. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act as applicable
- 17. Labor Standards Provisions to the extent required by Section110 of the Housing and Community Development Act of 1974 and amendments thereto
- 18. Minority and Women Owned Business Identification and Utilization

Standard Provisions (Continued)

- 19. Affirmative Action in Employment and Employment Matters
 The ECUA has an approved Affirmative Action Plan and maintains
 such Plan in ECUA official records. The Plan is available for inspection
 or review at the Administrative Offices of the ECUA.
- 20. Section 3 of the Housing and Community Development Act of 1968, as amended
- 21. Age Discrimination Act of 1975
- 22. Provisions Regarding Access to and Maintenance of Records
- 23. Conflict of Interest Provisions
- 24. Anti-Lobbying Certification

- 25. Relocation, Displacement and Acquisition Provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and HUD Implementing Regulations at 24 CFR Part 42 to the extent applicable to Project activities
- 26. Prohibition against the Use of Debarred, Suspended or Ineligible Contractors or Subrecipients (24 CFR Part 24)
- 27. Ownership of Project Copyrights and Patents (if applicable)
- 28. Requirements of 24 CFR Part 24 concerning the Drug Free Workplace Act of 1988.

SUPPLEMENTAL INFORMATION REGARDING THE FEDERAL LAWS OR REGULATIONS IS INCLUDED IN THE AGREEMENT ON THE FOLLOWING PAGES AND EACH PROVISION IS AN INTEGRAL PART OF THE AGREEMENT AND IS FULLY BINDING UPON THE RECIPIENT. EACH PROVISION SHOULD BE CAREFULLY REVIEWED TO ASSURE EXISTING COMPLIANCE AND/OR THE CAPACITY TO COMPLY WITH SAID PROVISIONS.

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

EMERALD COAST UTILITIES AUTHORITY (ECUA) certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
- (b) Establishing a drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
- (f) taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency: <u>EMERALD COAST UTILITIES AUTHORITY</u> D	te:
----------------------------------------------------	-----

Grant Program Name: COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Grant Number: B-14-UC-12-0012/B-15-UC-12-0012

EMERALD COAST UTILITIES AUTHORITY shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

EMERALD COAST UTILITIES AUTHORITY 9255 STURDEVANT STREET PENSACOLA, FLORIDA 32514 **Emerald Coast Utilities Authority**

Total estimated number of employees expected to be engaged in the performance of the grant

ANTI-LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard

Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:		Date:			
_	Certifying Official				

Stephen E. SorrellEmerald Coast Utilities Authority

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:		2014/15 ECUA Fire Protection Project
Name:	Stephen E. Sorrell	Project Name
Title:	Executive Director	•
		Project Number

Firm/Agency: EMERALD COAST UTILITIES AUTHORITY

Street Address: 9255 Sturdevant Street Pensacola, Florida 32514

FR 24.510 & 24 CFR, Part 24, Appendix A

FEDERALLY RELATED CONTRACT PROVISIONS AND INFORMATION

1. Purpose: THIS SECTION includes the myriad of Federally related contract requirements which must be complied with during the completion of this project. All of the requirements in this section should be carefully reviewed by the contracting entity. Each Contracting entity and their Subcontractors must conform with the following:

2. <u>Standard Contract Provisions</u> (Full Text Attached)

All applicable Federal provision are attached including:

- 1. Certification of Non-Segregated Facilities
- 2. Compliance with Air and Water Acts
- 3. EEO Compliance Certification
- 4. Americans with Disabilities Act (ADA)
- 5. Anti-Kickback Act
- 6. Executive Order 11246/Affirmative Action
- 7. Title VI of the Civil Rights Act
- 8. Lead Base Paint Prohibition
- 9. Flood Hazards Mitigation (where applicable)
- 10. Architectural Barriers Act (where applicable)
- 11. Energy Policy and Conservation Act
- 12. Section 503 and 504 of the Rehabilitation Act of 1973
- 13. Contract Work Hours and Safety Act
- 14. Minority and Women owned Business Listings

Each should be carefully reviewed to assure existing compliance and/or the capacity to comply with said provisions.

3. Affirmative Action Plan

ECUA maintains a duly adopted Affirmative Action Plan or Statement which is available for public inspection and review during normal business hours.

4. HUD Section 3 Plan and Compliance Requirements

The successful Bidder on construction of the project must submit an acceptable HUD Section 3 Utilization Plan and Certification Regarding Section 3 and Segregated Facilities.

5. Access to Related Documents

Country, Department of Housing and Urban Development, the Comptroller General of the United States, or any duly authorized representative of such agencies shall have access to any books, documents, papers, and records of the Contracting entity which are directly pertinent to this project for purposes of audit, examination, excerpts, and/or transcriptions. All records related to this project will be maintained by the contracting entity and any of its subcontractors for a period of at least six (6) years and longer should they be the subject of inspection, litigation, or under review.

6. <u>Interest of Certain Federal and Other Officials</u>

A. No member of or delegate to the Congress of the United States and no Resident Commissioners shall be admitted to any share or part of this Contract or to any benefit to arise from same: <u>Provided</u>, that the foregoing provision of this section shall not be construed to extent to this Contract if made with corporation for its general benefit.

B. No member, officer or employee of the Grantee (Escambia County, Florida), its designees or agents, no member of the governing bodies of the locality in which the Project is located, and no other public official of such locality or localities who exercises any functions or responsibilities in connection with the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Subcontract, or the proceeds thereof, for work to be performed under this Contract.

The Contracting entity will include these provisions in every Subcontract such that these provisions will be binding upon each Subcontractor.

7. Reporting, Copyrights, and Patents

Any reports, statistics, cost data, or related documentation of project related activity required by Escambia County, the U.S. Department of Housing and Urban Development or their duly authorized representatives will be promptly submitted to the authorized requesting entity within ten (10) days of such request, and such reports will be approved in writing by the Chief Executive Officer of the Company or his/her designee.

Any copyright or patent resulting from this project will be retained by the Grantor Agency (U.S. Department of Housing and Urban Development) and will be made available as directed by such agency.

8. SPECIAL EQUAL OPPORTUNITY PROVISIONS

A. <u>Activities and Contracts Not Subject to Executive Order 11246, as Amended</u> (applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under)

During the performance of this contract, the Contracting entity and its Subcontractors agree as follows:

- (1) The Contracting entity or subcontractors thereto or shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contracting entity or subcontractors thereto shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (2) The Contracting entity and subcontractors thereto or shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contracting entity and subcontractors thereto shall state that all qualified applicants will be considered without regard to race, color, religion, sex, or national origin
- (3) The contracting entity shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (contracts/subcontracts above \$10,000)

(1) Section 202 Equal Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- (c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the Contractor's commitment under this is section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Order11246 of September 24, 1965, and of the Rules, Regulations, and Relevant Orders of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- (f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Contractor will include the Provisions of the sentence immediately preceding Paragraph (a) and the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or

orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sections of noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

- (2) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000.)
 - (a) The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
 - (b) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Female participation: 6.9% (statewide)

Minority participation 19.9%

These goals are applicable to all Contractor's construction work (whether or not it is federally-assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.

The Contractor's compliance with Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established or the geographic area where the contract resulting from his solicitation is to be performed. The hours of minority and female employment or training must be substantially uniform throughout the length of the contract and in each trade the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

(c) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any

construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

- (d) As used in this Notice, and in the contract resulting from the solicitation, the "covered area" is **Escambia County, Florida.**
- (3) Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).
 - (1) As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's quarterly Federal Tax Return, U. S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Island); and
 - (iv) American Indian or Alaskan Native (all persons having origins of any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
 - (2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

- (3) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors toward a goal in an approved Plan does not execute any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- (4) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 (a) through (p). of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- (5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- (6) In order for the non-working training hours of apprentices and trainees to be counted in meeting goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to, employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
- (7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensively as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading apprenticeship, trainee and other programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on

bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other hiring by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is no obligation to do so under 41 CFR 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- (8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 7(a) through (p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7 (a) through (p). of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's noncompliance.
- (9) A single goal for minorities and separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).
- (10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (11) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (12) The Contractor shall carry out-sections and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such

sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

- (13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensively as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its effort to ensure equal employment opportunity. If the Contractor fails to comply with the requirement of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (14) The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- (15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance and upon the application of requirements for the hiring of local is or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. Certification of Non-Segregated Facilities (Contracts over\$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, Deportation and housing facilities provided for employees which are in fact segregated on the basis of race, color, religion, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications from proposed subcontractors prior to the award of subcontractors have submitted identical certifications for specific time periods).

D. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national original, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity financed in whole or in part with funds made available under this title.

F. "Section 3" Compliance in the Provision of Training, Employment and Business and Opportunities

- (a) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S. C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- (b) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 134, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- (c) The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (d) The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, it successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors or subcontractors, it successors and assigned to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

G. Section 503 Handicapped (Contracts \$2,500 or Over)

- (a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- (e) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- (f) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

H. Age Discrimination Act of 1975

No person in the United States shall, on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program, or activity receiving Federal Financial assistance.

9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- (1) A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the contractor to comply with all the requirement of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating "to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) Stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Directors' office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contracts, is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he will includes or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every non-exempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

10. <u>SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION</u>

A. <u>Lead Based Paint Hazards</u> (Applicable to contracts for construction, rehabilitation or conversion of residential structures)

The Contracting entity and subcontractors thereto must comply with the Lead Based Paint Regulations (24 CFR part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.) requiring prohibition of the sue of lead-based paint, whenever assistance financed by the U.S. Department of Housing and Urban Development ("HUD") is used directly or indirectly for construction, rehabilitation, or

modernization of residential structures; elimination of immediate lead-based paint hazards in residential structures assisted with such financing; and notification of the hazards of lead-based paint poisoning to purchasers, owners or tenants of residential structures constructed prior to 1978 who are assisted through HUD financed activities.

B. <u>Flood Prevention and Protection</u> (Applicable to acquisition, rehabilitation and construction activities)

Activities undertaken under this contract are subject to the provisions of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234), Executive Order 11988, and the regulations thereunder (24 CFR Ch. X, Subchapter B). Agencies operating under said provisions shall not approve any financial assistance for acquisition or construction purposes for use in any area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards unless the community in which such area is situated is then participating in the National Flood Insurance Program. HUD funds provided through the Community Development Block Grant, HOME, or related Programs shall not be expended for acquisition or construction purposes in an area identified by the Secretary of Housing and Urban Development as having special flood hazards which is located in a community not in compliance with the requirements of the National Flood Insurance Program pursuant to section 201(d) of said Act. The use of any such funds for acquisition or construction purposes in identified special flood hazard areas shall be subject to the mandatory purchase of flood insurance requirements of section 102(a) of said Act.

C. Site Safety Measures

Contracting entity and subcontractors thereto shall take necessary precautions to protect all employees and persons on the worksite and in the immediate vicinity of the worksite with respect to worksite safety hazards, the safety of workmen, authorized visitors, adjacent property owners/residents/ businesses, construction inspectors, and members of the general public. Said measures related to this project shall include but are not limited to: limitation of access to hazardous work areas; proper traffic control measures (where applicable); provision of safety training for employees and requiring like training for the employees of subcontractors, including all classes of labor, heavy and power equipment operators, and superintendents; and assuring that properly qualified and trained personnel are assigned to perform work required to complete the project activities.

11. Access to Records/Maintenance of Records

The contracting entity and subcontractors thereto shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and other such records as may be deeded necessary by the contracting entity to assure proper accounting for all funds. These records will be available for audit purposes to the contracting entity, the State of Florida, the U.S. Department of Housing and Urban Development, or any of their duly authorized representatives, and will be retained for a minimum of six (6) years after contract completion unless permission to destroy said records is granted by the contracting entity. Moreover, the contracting entity, State of Florida, U.S. Department of Housing and Urban Development, or their duly authorized representatives, shall have access to any book, documents, papers and records, of the Contracting entity or subcontractors thereto which are directly pertinent to this contract for the purposes of making

12. <u>Conflict of Interest of Officers or Employees of the Contracting Entity/Local</u> Jurisdiction, Members of the Local Governing Body, or Other Elected Officials

No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of the locality(s) who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.

13. Minority and Female Contractor Resources

Lists citing minority, disadvantaged, and female owned businesses are available from various sources including the Florida Department of Transportation, the University of Florida/School of Building Construction, the Florida Department of Management Services/Office of Supplier Diversity, the Escambia County Office of Purchasing, the U.S. Department of Housing and Urban Development/Jacksonville Office, and the Escambia-Pensacola Human Relations Commission. These lists are provided solely for the benefit of the Contractor for the purpose of assisting him/her in meeting the Equal Opportunity Provisions contained in these contract conditions. No assertion is made as to the completeness of these lists, and the information contained in such lists may be out of date in some cases. Contracting entity and subcontractors thereto are to make reasonable efforts to identify and utilize minority, disadvantaged or female owned businesses in the completion of this contract.

14. Contract Work Hours Act, Safety Standards Act, and Fair Labor Standards Act

These laws apply to all Federally-assisted construction contracts, <u>including</u> those which are otherwise exempt from Davis-Bacon Act provisions. The laws generally require that:

- 1. A minimum wage of \$8.05 (Florida Minimum Wage)/hour be paid (unless the minimum wage required by the State of Florida is higher, whereupon the higher Florida minimum wage rate shall be required)
- 2. Forty hours constitutes a standard workweek;
- 3. "Time and one-half" rates be paid for work in excess of these maximums;
- 4. Employers are liable to employees for payment of overtime;
- 5. Equal pay for equal work is required as it effects male and female workers in the same classification;
- 6. Failure to pay overtime is punishable by liquidated damages of \$10/employee/day;
- 7. Contracting entities/local jurisdictions may withhold such damages from progress payments to Contractors;
- 8. Intentional violations constitute a Federal misdemeanor and are punishable by fine (\$1,000 minimum), imprisonment (6 months in prison), and possible debarment by the U. S. Department of Housing and Urban Development, U. S. Department of Labor, the State of Florida, or other cognizant agencies.

15. Title VIII of the Civil Rights Act of 1968 (as amended) and Executive Order

11063 Regarding Fair Housing

Title VIII and E.O. 11063 prohibit discrimination on the basis of race, color, religion, sex, familial status, handicap or national origin in connection with housing and public accommodations and with respect to the sale or rental of housing.

16. Americans with Disabilities Act (ADA) and Handicapped Accessibility Standards

All contract parties shall fully comply with all applicable provisions of the Americans with Disabilities Act with regard to employment, accessibility, and prohibition of discriminatory actions. Further, each building or facility (other than a privately owned residential structure) which is designed, constructed or altered with HUD funds shall comply with the requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," issued subject to the Architectural Barriers Act of 1968, 42 U.S.C. 4151, and amendments thereto.

17. Preservation of Historically Significant Properties

Evaluation of the acceptability of HUD assisted acquisition, construction, rehabilitation or related project activities must take into account the effect of the project upon any district, site, building, structure or object listed or found by the Secretary of the Interior, pursuant to 34 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places. Actions should be taken to minimize any resulting adverse impact on a historic property, subject to requirements set forth in 24 CFR Part 570.603. Requirements of Pub. L. 93-291, the Archaeological and Historic Preservation Act of 1974, and Executive Order 11593, and any amendments or revisions thereto.

18. <u>Prohibition Against Use of Debarred, Suspended, or Ineligible Contractors or Subcontractors</u>

Contracting entity certifies and asserts that his/her business and/or affiliated businesses, and further, that the subcontractors selected by the Contracting entity to complete work on this project, are not currently debarred, suspended or otherwise ineligible to participate in or undertake contract work financed by the U.S. Government under the provisions of 24 CFR Part 24.

SO-CALLED "ANTI-KICKBACK ACT" AND REGULATIONS PROMULGATED PURSUANT TO THE SECRETARY OF LABOR, UNITED STATES DEPARTMENT OF LABOR

Title 18, U.S.C., section 874

(Replaces section 1 of the Act as of June 13, 1934 (48 Stat. 948, 40 U.S.C., sec 276b) pursuant to the Act as of June 25, 1948, 62 Stat. 86.2)

KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by other manner whatsoever induces any person employed in the construction, persecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both.

SECTION 2 OF THE ACT OF JUNE 13, 1934, AS AMENDED (48 Stat. 948, 62 Stat. 862, 63 Stat. 108, 72 State 967, 40 U.S.C., Sec. 276c)

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works, or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week, Section 1001 of Title 18 (United States Code) shall apply to such statements.

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Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in title 29, Subtitle A, Code of Federal Regulations, Part 3. The term "this part" as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations are as follows:

29 CFR 3.1 - Purpose and scope.

Section Number: 3.1

Section Name: Purpose and scope.

This part prescribes ``anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section Number: 3.2

Section Name: Definitions.

As used in the regulations in this part:

- (a) The terms building or work generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a building or work within the meaning of the regulations in this part.
- (b) The terms construction, prosecution, completion, or repair mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.
- (c) The terms public building or public work include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.
- (d) The term building or work financed in whole or in part by loans or grants from the United States includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.
- (e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is employed and receiving wages, regardless of any contractual relationship alleged to exist between him and the real employer.
- (f) The term any affiliated person includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.
- (g) The term Federal agency means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

 [29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

29 CFR 3.3 - Weekly statement with respect to payment of wages

Section Number: 3.3

Section Name: Weekly statement with respect to payment of wages.

- (a) As used in this section, the term employee shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.
- (b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this chapter during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH
- 348, "Statement of Compliance", or on an identical form on the back of WH 347, "Payroll (For Contractors

Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

- (c) The requirements of this section shall not apply to any contract of \$2,000 or less.
- (d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982]

29 CFR 3.4 - Submission of weekly statements and the preservation and inspection of weekly payroll records.

Section Number: 3.4

Section Name: Submission of weekly statements and the preservation and inspection of weekly payroll records.

- (a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.
- (b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

29 CFR 3.5 - Payroll deductions permissible without application to or approval of the Secretary of Labor.

Section Number: 3.5

Section Name: Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

- (a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.
- (b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A bona fide prepayment of wages is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.
- (c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.
- (d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, that the following standards are met: (1) The deduction is not otherwise prohibited by law;(2) It is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) No profit or other benefit is otherwise obtained, directly or indirectly, y the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) The deductions shall serve the convenience and interest of the employee.

- (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.
- (f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.
- (g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.
- (h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.
- (i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.
- (j) Any deduction not more than for the ``reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under Sec. 516.25(a) of this title shall be kept.
- (k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either:
- (1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

29 CFR 3.6 - Payroll deductions permissible with the approval of Secretary of Labor

Section Number: 3.6

Section Name: Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Sec. 3.5. The Secretary may grant permission whenever he finds that:

- (a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;
- (b) The deduction is not otherwise prohibited by law;
- (c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and
- (d) The deduction serves the convenience and interest of the employee.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-9284 County Administrator's Report 12. 7.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 11/05/2015

Issue: Recommendation Concerning the Escambia Cares Community

Resource Expo

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Escambia Cares Community Resource Expo Events - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Escambia Cares Community Resource Expo Events, which will be quarterly events that take County services and resources to the residents of Escambia County on a site rotation schedule:

- A. Approve sponsoring the Kick-off event scheduled for Saturday, December 12, 2015;
- B. Approve sponsoring the Spring, Summer, Fall, and Winter Events for 2016; and
- C. Approve funding for each event not to exceed \$3000.

[Funding Sources: Fund 151, CRA Brownsville, Cost Center 370113, Object Code 54931 - (up to \$1,500 per occurrence) and Fund 101, Community Center Rentals, Cost Center 370105, Object Code 55201 - (up to \$1,500 per occurrence)]

BACKGROUND:

The objective of the Escambia Cares Community Resource Expo is to provide public service outreach and citizen access to local County services while maximizing agency collaboration and impact with outside agencies. The Kick-off Event will be held on Saturday, December 12, 2015 from 11:00 a.m. to 2:00 p.m. at the Brownsville Community Center; this will be a quarterly event. The expo will be held at various locations throughout Escambia County on a rotating basis. County departments will partner and collaborate with various outside agencies and departments to bring services and resources to the residents of Escambia County.

The Kick-off event will feature: Community resource informational areas, presentations by local service providers, County presentations, free and/or low cost on-site services,

free food, beverages, music, entertainment, children's activities (kid's corner), prizes and giveaways.

BUDGETARY IMPACT:

Funding for the Escambia Care Community Resource Expo Event will be provided through Fund 151, CRA Brownsville, Cost Center 370113 - Object Code 54931- (up to \$1,500 per occurrence) and Fund 101, Community Center Rentals, Cost Center 370105 - Object Code 55201- (up to \$1,500 per occurrence).

LEGAL CONSIDERATIONS/SIGN-OFF:

No legal consideration is required.

PERSONNEL:

Neighborhood & Human Service Department, in coordination with various County Departments, will provide coordination and organization for this event.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

Neighborhood & Human Services, along with other County departments, will coordinate and implement.

Attachments

Escambia Cares Community Resource Expo Kick-Off Event Proposal-Oct2015
Registration Form



Kick-Off Event: Saturday, Dec. 12th from 11am – 2pm Brownsville Community Center – 3200 West Desoto Street Provided by: Escambia County Neighborhood & Human Service Department

The Escambia Cares Community Resource Expo was initiated by District 3 Commissioner Lumon May as a mechanism for facilitating citizen access of local services provided by organizations within Escambia County. The objective of this initiative is to provide a streamlined approach to public service outreach to improve citizen access to local services and maximize agency collaboration and impact.

The **Escambia Cares Community Resource Expo** will feature:

- Informational Community Resource Booths
- Presentations by Local Service Providers
- Free and/or Low Cost Services (i.e. Dental and Health Screenings)
- Free Food, Snacks, and Light Refreshments
- Music and Entertainment
- Christmas Themed Children's Activities
- Prizes and Giveaways

Escambia County Participation

Department/Division	Role	
Community Redevelopment Agency	Housing and Neighborhood Services	
Neighborhood Enterprise Division	Housing and Neighborhood Services	
Public Safety (Fire Department)	Recruitment	
Corrections	Recruitment	
Safe Neighborhoods	Neighborhood Services	
ECAT	Bus Passes, Public Transit Info	
Extension Services	Education & Recreation Programs	
Library	Library Services/Library Passes	
Human Resources	Jobs/Employment	
Parks and Recreation	Recreation and Leisure Services	
Animal Services	Pet Adoption	



ESCAMBIA COUNTY WILL HOST <u>FOUR</u> ESCAMBIA CARES EVENTS THROUGHOUT THE 2015-2016 YEAR TO INCREASE ACCESS TO LOCALLY AVAILABLE RESOURCES WITHIN ESCAMBIA COUNTY. WE REQUEST THE PARTICIPATION OF ALL AGENCY'S, ORGANIZATIONS AND BUSINESSES WHICH OFFER FREE OR LOW COST SERVICES TO ESCAMBIA COUNTY CITIZENS.

PLEASE NOTE: COMPLETION OF THIS REGISTRATION FORM CONFIRMS YOUR AGENCY'S INTEREST IN PARTICIPATING IN THE ESCAMBIA CARES EVENT DURING THE 2015-2016 YEAR. IF ADDITIONAL INFORMATION IS NEEDED A PLANNING COMMITTEE COORDINATOR WILL CONTACT YOU FOR ADDITIONAL DETAILS.

QUESTIONS? Please email EscambiaCares@myescambia.com.

SECTION 1: AGENCY INFORMATION

To ensure effective collaboration and communication we request that each agency designate an Agency Coordinator- this individual will act as the primary point of contact for general communication between the Escambia Cares planning committee and your agency, including event updates, and booth set-up. The Agency Coordinator should complete the "Agency Information" section of the registration form, and coordinate the participation of all other agency representatives, listed in Section 2 of this form.				
Topic-specific questions and coordination will be directed to representatives listed within Section 2 of this form. Planning committee coordinators may contact each representative directly to organize and further develop participation, if additional information is needed.				
If only one agency representa	ative will attend the Escar	mbia Cares event, the attendi	ng individual should complete b	ooth sections 1 and 2.
Agency/Business Name:				
Agency/Business Descripti	on and/or Mission State	ement:		
Service Area(s) (check all the	hat anniv)	Primary Service	Secondary Service	Other Services
Community/Housing/Neighbo				
, ,				
Education and /or Employment Services				
Financial and/or Legal Services Recreation Services				
Other:				
<u></u>		_	_	_
Agency Coordinator Contac	ct Information			
Name, Title				
Mailing Address				
City, State, Zip code				
Phone Number				
Email				
Fax Number				

SECTION 2: REPRESENTATIVE AVAILABILITY & PREFERENCE

This section provides the Escambia Cares event planning committee with information on each agency representative's availability, and proposed commitments. An Escambia County coordinator may contact you directly to discuss specific details of your participation in the event.

List all agency representatives which are interested in participating in the Escambia Cares Event. Please make copies of this section to register multiple agency representatives.

REPRESENTATIVE INFORMATION:							
Name	Title	Se	ervice Area	Phone		Email	
		□ Commu □ Educati □ Employ □ Financia □ Legal □ Recrea	ment al	Office Phone Cell Phone			
				ı			
REPRESENTATIVE AVAILAB	BILITY:						
Saturday, December 12, 201						rday, August 6, 2016	
11 am – 2 pm	11 am – 2 pr	n	11 am – 2	2 pm	D Va -	11 am – 2 pm	
☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No		☐ Yes ☐ No		
☐ Maybe	☐ Maybe		☐ Maybe			□ No □ Maybe	
Will this representative provious services at the event? For example, complimentary massages, medical screening, employment opportunities, etc.	de □ Yes □ No	If so, please provide a description of service(s)?					
Is this representative interest in participating in a collaborative or individual presentation on the day of the event?	□ No	If so, please indicate service area of interest and/or recommend topic(s) to be covered. A coordinator will contact you directly to further discuss presentation commitments and details.					
Please list any additional service and/or contributions this representative wishes to provide in support of the event.							
Additional Questions and/or Comments:							
The signature below confirms your agency's interest in participating in the Escambia Cares event during the 2015-2016 year.							
Since registration is free for this event, your signature acts as a confirmation in good faith that you will make every reasonable attempt to attend this event at the dates and time indicated on this registration form. The Escambia Cares Planning Committee sincerely appreciates your commitment and dedication to the Escambia County community. Thank you.							
Agency Representative Sign	ature			Date			
.g,p. oooa o oigii							



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-9286 County Administrator's Report 12. 8. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 11/05/2015

Issue: CRA Neighborhood Improvement Project Street Lighting Contracts

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning CRA Neighborhood Improvement Project Street Lighting Contracts - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Community Development Block Grant (CDBG) funded CRA (Community Redevelopment Agency) Neighborhood Improvement Project Lighting Contracts:

A. Approve the Gulf Power Company Contract for Street and General Area Lighting Service within the Englewood CRA for \$235,586.48;

- B. Approve the Gulf Power Company Contract for Street and General Area Lighting Service within the Cantonment CRA for \$63,192.88; and
- C. Authorize the Chairman or Vice-Chairman to sign the Contracts.

[Funding: Fund 129/2010, 2011, and 2012 CDBG, Cost Centers 370214, 370216, and 370211]

BACKGROUND:

During the U.S. Department of Housing and Urban Development (HUD) Annual Planning process, the Board has designated Community Development Block Grant (CDBG) funds for CRA Neighborhood Improvement Projects to help meet needs identified in various Community Redevelopment Area plans. These funds are to provide neighborhood improvement projects in County designated redevelopment areas, such as street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements. Funding for this activity was approved by the Board on July 8, 2010; August 4, 2011; and August 9, 2012 (See EXHIBIT I for a summary of HUD Annual Plan Approval and activities).

The Englewood Contract (EXHIBIT II) will provide for the upgrade of 680 fixtures from sodium to LED lighting fixtures. The Cantonment Contract (EXHIBIT III) will provide for the installation of 154 LED fixtures. Both contracts include one year's worth of energy and maintenance.

BUDGETARY IMPACT:

Funds are currently available in Fund 129/2010, 2011, and 2012 CDBG, Cost Centers 370214, 370216, and 370211. After year one, energy costs will be paid from the applicable CRA Tax Increment Financing (TIF) fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Contracts have been reviewed and approved by Kristin Hual, Assistant County Attorney. Legal advises the Board to note that early termination of these five (5) year contracts will require payment of all unpaid charges for the remainder of the contract term.

PERSONNEL:

No impact to personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board must approve CDBG funded contracts.

IMPLEMENTATION/COORDINATION:

After Board approval, Neighborhood Enterprise and CRA staff will coordinate with Gulf Power and provide updates to the applicable neighborhood organizations.

Attachments

Ex I-HUD AP Summaries

Ex II-Englewood Lighting Contract

Ex III-Cantonment Lighting Contract

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-39. Approval of Various Consent Agenda Items Continued
 - 23. Taking the following action concerning approval of the 2010 Escambia Consortium Annual Action Plan (Funding: Fund 129/CDBG, Fund 147/HOME, and Fund 110/ESG Cost Centers to be assigned):
 - A. Approving the 2010 Escambia Consortium Annual Action Plan for Housing and Community Development, including the Escambia County 2010 Annual Plan detailing use of 2010 Community Development Block Grant (CDBG) funds, in the amount of \$2,260,914; 2010 HOME Investment Partnerships Act (HOME) funds, in the amount of \$1,783,779; and 2010 Emergency Shelter Grant (ESG) Program funds, in the amount of \$92,305; and
 - B. Authorizing the Interim County Administrator to execute the 2010 Annual Action Plan forms, certifications, and related documents, as required to submit the Plan to the U.S. Department of Housing and Urban Development (HUD), and authorizing the Interim County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2010 CDBG, 2010 HOME, and 2010 ESG Programs.
 - 24. See Page 37.
 - 25. Taking the following action regarding the State of Florida Department of Community Affairs Community Development Block (CDBG) Disaster Recovery (2008 Storms) Grant funding for Sanitary Sewer Improvements within the Barrancas Community Redevelopment Area (Lakewood Area) (Funding: Fund 110/CDBG Disaster Recovery Grant, Cost Center 220436; and Fund 124/Affordable Housing, Cost Center 220406):
 - A. Approving the Interlocal Agreement with Emerald Coast Utilities Authority, in the amount of \$3,200,000, providing for the construction of public sanitary sewer system improvements in the Barrancas Community Redevelopment Areas (specifically including major portions of the Lakewood Subdivision/neighborhood), utilizing CDBG Disaster Recovery funds; and
 - B. Authorizing the Chairman or Vice Chairman to execute the Agreement and all related documents as required to implement the project.

ESCAMBIA COUNTY

2010/2011 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

HOUSING REHABILITATION:

FUNDING:

Housing Rehabilitation Program (General)

\$519,000*

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 11 substandard homeowner occupied units and support program operating costs. Funds may also be used to provide energy improvements, weatherization and storm protection/mitigation improvements, such as insulation, hurricane shutters/film; rated windows, lead based paint assessment and abatement, and other applicable improvements. (Unincorporated Escambia County)

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is \$15,000). (Unincorporated Escambia County)

TEMPORARY RELOCATION:

\$35,000

Funds to provide temporary relocation for families whose dwelling units are being rehabilitated via the County's Housing Rehabilitation Program. (Unincorporated Escambia County)

PROGRAM PLANNING, ADMINISTRATION AND FAIR HOUSING:

General Grant Administration/Management

\$383,680

Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program.

Escambia County Community Redevelopment Agency

\$50,000

Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County, as well as the County's Enterprise Zone.

Fair Housing \$18,500

Support ongoing Community Development Block Grant Fair Housing initiatives in the community.

ESCAMBIA BROWNFIELDS REDEVELOPMENT:

Brownfields Community Redevelopment Project

\$240,000

Funds allocated for this activity will be used in conjunction with currently allocated prior year CDBG funds to identify and assess actual or perceived environmental contamination issues, and partially support remediation/redevelopment costs associated with vacant or abandoned commercial properties that have been designated as Brownfield sites <u>and</u> are located within the County's Community Redevelopment Areas (including the Palafox Corridor, Warrington, Brownsville, Barrancas, and Englewood), the City of Pensacola's Community Redevelopment Areas, and/or the County or City's designated Enterprise Zones. Funds may be used to pay for site evaluations/assessments (including but not limited to: title searches, property surveys, access/utilization agreements, quality assurance project reviews, Phase I & II environmental assessments and Brownfield site assessments), site remediation/clean-up costs, and/or public infrastructure related development expenses. Activities will be closely coordinated with the County's ongoing EPA and any other Brownfields Redevelopment Program and the State of Florida's Programs. (Limited to areas of slum and blight or Enterprise Zones as designated by Escambia County or the State of Florida in accordance with Florida law).

PUBLIC SERVICES:

Council on Aging of West Florida, Inc.

\$50,000

Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 2,500 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

CRA/Neighborhood Restoration Program

\$150,000

Funds provide staffing and support for targeted community redevelopment, reinvestment, and neighborhood-based initiatives implemented specifically within designated areas of slum and blight in Escambia County, specifically the Warrington, Brownsville, Englewood, Barrancas, and Palafox Corridor Community Redevelopment Areas, as well as County's Enterprise Zone.

Foreclosure Prevention Education and Counseling

\$33,981

Foreclosure prevention guidance, education and assistance in an effort to assist Escambia County residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided to provide opportunities to review the individual's current situation and discuss options for assistance. (County Wide, including Pensacola and Century)

DEMOLITION/CLEARANCE

Demolition/Clearance of Unsafe Structures or Properties

\$30,000

Funds will be used to assist with the elimination of dilapidated, structurally unsound buildings and/or abandoned lots/properties in designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas and Palafox Corridor Community Redevelopment Areas.

PUBLIC FACILITIES AND IMPROVEMENTS:

Fire Hydrants/Water Main Upgrade

\$175,000

Provides for installation of fire hydrants and adequately sized water supply mains in CDBG Target Area lower income neighborhoods in unincorporated Escambia County (as prioritized locally in conjunction with the utility provider). Should funds remain after completion of these improvements, additional related improvements will be made in other local CDBG eligible areas.

County Facility Handicapped Accessibility Improvement Project

\$125,000

Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. (Countywide)

Community Redevelopment Facade Improvement Program

\$70,000

Funds will support matching grants of up to \$25,000 per commercial business for exterior/facade, streetscape and related improvements along the commercial corridors located in the designated Community Redevelopment Areas (including Warrington, Barrancas, Brownsville, Englewood and the Palafox Corridor), and the County's Enterprise Zone, the boundaries of which are legally defined in the governing CRA and Enterprise Zone designation ordinances and resolutions.

CRA Neighborhood Improvement Project Enhancements

\$375,753

Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Warrington, Brownsville, Englewood, Palafox Corridor and Barrancas. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible neighborhoods.

Redevelopment Area Neighborhood Renewal Incentive

\$5.000

Matching support will be provided for small scale community based, volunteer projects targeting improvements to public right-of-way, neighborhood beautification and enhancement activities carried out in locally designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas, and Palafox Corridor Community Redevelopment Areas.

TOTAL 2010 ESCAMBIA COUNTY CDBG FUNDS AVAILABLE

\$ 2,260,914

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PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

<u>COUNTY ADMINISTRATOR'S REPORT</u> – Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-14. Approval of Various Consent Agenda Items Continued
 - 8. See Page 39.
 - 9. See Page 40.
 - 10. Taking the following action concerning approval of the Escambia Consortium 2010-2014 Consolidated Plan and the 2011 Annual Action Plan (Funding: Fund 129/CDBG, Fund 147/HOME, and Fund 110/ESG Cost Centers to be assigned):
 - A. Approving the Escambia Consortium 2010-2014 Consolidated Plan, providing goals, objectives, and strategies for housing, community development, and fair housing activities, during the period October 1, 2010, through September 30, 2015;
 - B. Approving the Escambia Consortium 2011 Annual Action Plan for Housing and Community Development, including the Escambia County 2011 Annual Plan, detailing use of 2011 Community Development Block Grant (CDBG) funds, in the amount of \$1,883,282; 2011 HOME Investment Partnerships Act (HOME) funds, in the amount of \$1,576,794; and 2011 Emergency Shelter Grant (ESG) Program funds, in the amount of \$91,599; and
 - C. Authorizing the County Administrator to execute all Escambia Consortium 2010-2014 Consolidated Plan and 2011 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the U.S. Department of Housing and Urban Development (HUD), and authorizing the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2011 CDBG, 2011 HOME, and 2011 ESG Programs.

UPDATED: JUNE 2, 2011 (Per HUD)

ESCAMBIA COUNTY 2011/2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

HOUSING REHABILITATION:

FUNDING:

Housing Rehabilitation Program (General)

\$595,500*

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 11 substandard homeowner occupied units, sanitary sewer connection assistance for approximately 20 units and related program operating costs. Funds may also be used to provide energy improvements, weatherization and storm protection/mitigation improvements, such as insulation, hurricane shutters/film, rated windows, lead based paint assessment and abatement, and other applicable improvements. (Unincorporated Escambia County)

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is \$15,000). (Unincorporated Escambia County)

TEMPORARY RELOCATION:

\$20.000

Funds to provide temporary relocation for families whose dwelling units are being rehabilitated via the County's Housing Rehabilitation Program. (Unincorporated Escambia County)

PROGRAM PLANNING, ADMINISTRATION AND FAIR HOUSING:

General Grant Administration/Management

\$338,148

Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program.

Escambia County Community Redevelopment Agency

\$20,000

Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County, as well as the County's Enterprise Zone.

Fair Housing \$18,500

Support ongoing Community Development Block Grant Fair Housing initiatives in the community.

ESCAMBIA BROWNFIELDS REDEVELOPMENT:

Brownfields Community Redevelopment Project

\$200,000

Funds allocated for this activity will be used in conjunction with currently allocated prior year CDBG funds to identify and assess actual or perceived environmental contamination issues, and partially support remediation/redevelopment costs associated with vacant or abandoned commercial properties that have been designated as Brownfield sites <u>and</u> are located within the County's Community Redevelopment Areas (including the Palafox Corridor, Warrington, Brownsville, Barrancas, and Englewood), the City of Pensacola's Community Redevelopment Areas, and/or the County or City's designated Enterprise Zones. Funds may be used to pay for site evaluations/assessments (including but not limited to: title searches, property surveys, access/utilization agreements, quality assurance project reviews, Phase I & II environmental assessments and Brownfield site assessments), site remediation/clean-up costs and/or

UPDATED: JUNE 2, 2011 (Per HUD)

public infrastructure related development expenses. Activities will be closely coordinated with the County's ongoing EPA and any other Brownfields Redevelopment Program and the State of Florida's Programs. (Limited to areas of slum and blight or Enterprise Zones as designated by Escambia County or the State of Florida in accordance with Florida law).

PUBLIC SERVICES:

Council on Aging of West Florida, Inc.

\$47,000

Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 2,000 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

CRA/Neighborhood Restoration Program

\$175,000

Funds provide staffing and support for targeted community redevelopment, reinvestment, and neighborhood-based initiatives implemented specifically within designated areas of slum and blight in Escambia County, specifically the Warrington, Brownsville, Englewood, Barrancas, and Palafox Corridor Community Redevelopment Areas, as well as County's Enterprise Zone.

DEMOLITION/CLEARANCE

Demolition/Clearance of Unsafe Structures or Properties

\$30.000

Funds will be used to assist with the elimination of dilapidated, structurally unsound buildings and/or abandoned lots/properties in designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas and Palafox Corridor Community Redevelopment Areas.

PUBLIC FACILITIES AND IMPROVEMENTS:

Fire Hydrants/Water Main Upgrade

\$151,500

Provides for installation of fire hydrants and adequately sized water supply mains in CDBG Target Area lower income neighborhoods in unincorporated Escambia County (as prioritized locally in conjunction with the utility provider). Should funds remain after completion of these improvements, additional related improvements will be made in other local CDBG eligible areas.

County Facility Handicapped Accessibility Improvement Project

\$50.000

Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. (Countywide)

Community Redevelopment Facade Improvement Program

\$10,000

Funds will support matching grants not to exceed \$25,000 per commercial business for exterior/facade, streetscape and related improvements along the commercial corridors located in the designated Community Redevelopment Areas (including Warrington, Barrancas, Brownsville, Englewood and the Palafox Corridor), and the County's Enterprise Zone, the boundaries of which are legally defined in the governing CRA and Enterprise Zone designation ordinances and resolutions.

CRA Neighborhood Improvement Project Enhancements

\$225.095

Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to

UPDATED: JUNE 2, 2011 (Per HUD)

projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Warrington, Brownsville, Englewood, Palafox Corridor and Barrancas. Funds may also be utilized to support costs for improvements/enhancements to County owned Senior Citizen Center facilities serving neighborhoods in unincorporated Escambia County. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible neighborhoods.

Redevelopment Area Neighborhood Renewal Incentive/Initiative

\$2,539

Matching support will be provided for small scale community based, volunteer projects targeting improvements to public right-of-way, neighborhood beautification and enhancement activities carried out in locally designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas, and Palafox Corridor Community Redevelopment Areas.

TOTAL 2011 ESCAMBIA COUNTY CDBG FUNDS PROJECTED

\$ 1,883,282

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PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

<u>COUNTY ADMINISTRATOR'S REPORT</u> – Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-21. Approval of Various Consent Agenda Items Continued
 - 13. Taking the following action concerning approval of the Escambia Consortium 2012 Annual Action Plan and Analysis of Impediments to Fair Housing Choice (Funding: Fund 129/CDBG, Fund 147/HOME, and Fund 110/ESG–Cost Centers to be assigned):
 - A. Approving the Escambia Consortium 2012 Annual Action Plan for Housing and Community Development, including the Escambia County 2012 Annual Plan, detailing use of 2012 Community Development Block Grant (CDBG) funds, in the amount of \$1,685,274; 2012 HOME Investment Partnerships Act (HOME) funds, in the amount of \$1,020,957; and 2012 Emergency Solutions Grant (f/k/a Emergency Shelter Grant) Program (ESG) funds, in the amount of \$163,087;
 - B. Acknowledging the receipt of the updated Analysis of Impediments (AI) to Fair Housing Choice, and approving the AI as part of the Escambia Consortium Consolidated Plan; and
 - C. Authorizing the County Administrator to execute all 2012 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the U.S. Department of Housing and Urban Development, and authorizing the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2012 CDBG, 2012 HOME, and 2012 ESG Programs.
 - 14. Approving the issuance of, and authorizing the County Administrator to execute, a Task Order to Atkins North America, Inc., for the Mahogany Mill Boat Ramp Project, for a not-to-exceed amount of \$84,784.16, on Contract PD 02-03.79, "Professional Services (as Governed by Florida Statute 287.055)," for construction, engineering, inspection (CEI), and project management services (Funding Source: Fund 001, General Fund, Cost Center 220101, Admin Neighborhood & Environment, Object Code 56301, Project NRDA1201).

ESCAMBIA CONSORTIUM, FLORIDA ANNUAL ACTION PLAN SUMMARY (October 1, 2012 - September 30, 2013)

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development for Program Year 2012 Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Shelter Grant (ESG) funding in the total amount of \$3,570,780 which is detailed as follows. (Congress approved major funding cuts to the 2012 CDBG and HOME Programs which are reflected in this Plan). The actual final allocations may vary to some degree from that cited below):

ESCAMBIA COUNTY 2012/2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

HOUSING REHABILITATION:

FUNDING:

Housing Rehabilitation Program (General)

\$510,500*

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 9 substandard homeowner occupied units, optional sanitary sewer connection assistance for lower income owners in targeted areas and related program operating costs. Funds may also be used to provide energy improvements, weatherization and storm protection/mitigation improvements, such as insulation, hurricane shutters/film, rated windows, lead based paint assessment and abatement, and other applicable improvements. (Unincorporated Escambia County)

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is \$15,000). (Unincorporated Escambia County)

TEMPORARY RELOCATION:

\$20,000

Funds to provide temporary relocation for families whose dwelling units are being rehabilitated via the County's Housing Rehabilitation Program. (Unincorporated Escambia County)

PROGRAM PLANNING, ADMINISTRATION AND FAIR HOUSING:

General Grant Administration/Management

\$308,554

Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program and indirect costs (Finance).

Escambia County Community Redevelopment Agency

\$10,000

Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County, as well as the County's Enterprise Zone.

Fair Housing \$18,500

Support ongoing Community Development Block Grant Fair Housing initiatives in the community.

ESCAMBIA BROWNFIELDS REDEVELOPMENT:

Brownfields Community Redevelopment Project

\$200,000

Funds allocated for this activity will be used to identify and assess actual or perceived environmental contamination issues, and partially support remediation/redevelopment costs associated with vacant or abandoned commercial properties that have been designated as Brownfield sites <u>and</u> are located within the County's Community Redevelopment Areas (Palafox Corridor, Warrington, Brownsville, Barrancas, and Englewood), the City of Pensacola's Community Redevelopment Areas; the County or City's designated Enterprise Zones; and/or designated Brownfield sites within the County or City. Funds may be used to pay for site evaluations/assessments (including but not limited to: title searches, property surveys, access/utilization agreements, quality assurance project reviews, Phase I & II environmental assessments and Brownfield site assessments), site remediation/clean-up costs and/or public infrastructure related development expenses. Activities will be closely coordinated with other local, Federal or State Brownfield Programs. (Limited to areas of slum and blight as designated by Escambia County or the State of Florida in accordance with Florida law, including designated Brownfield sites).

PUBLIC SERVICES:

Council on Aging of West Florida, Inc.

\$47,000

Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 2,000 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

CRA/Neighborhood Restoration Program

\$175,000

Funds provide staffing and support for targeted community redevelopment, reinvestment, and neighborhood-based initiatives implemented specifically within designated areas of slum and blight in Escambia County, specifically the Warrington, Brownsville, Englewood, Barrancas, and Palafox Corridor Community Redevelopment Areas, as well as County's Enterprise Zone.

DEMOLITION/CLEARANCE

Demolition/Clearance of Unsafe Structures or Properties

\$25,000

Funds will be used to assist with the elimination of dilapidated, structurally unsound buildings and/or abandoned lots/properties in designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas, Palafox Corridor Community Redevelopment Areas and Century.

PUBLIC FACILITIES AND IMPROVEMENTS:

Fire Hydrants/Water Main Upgrade

\$120,000

Provides for installation of fire hydrants and adequately sized water supply mains in CDBG Target Area lower income neighborhoods in unincorporated Escambia County (as prioritized locally in conjunction with the utility provider). Should funds remain after completion of these improvements, additional related improvements will be made in other local CDBG eligible areas.

County Facility Handicapped Accessibility Improvement Project

\$50,000

Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. (Countywide)

Community Redevelopment Facade Improvement Program

\$0

Prior year funds will continue to support matching grants not to exceed \$25,000 per commercial business for exterior/facade, streetscape and related improvements along the commercial corridors located in the designated Community Redevelopment Areas (including Warrington, Barrancas, Brownsville, Englewood and the Palafox Corridor), and the County's Enterprise Zone, the boundaries of which are legally defined in the governing CRA and Enterprise Zone designation ordinances and resolutions.

CRA Neighborhood Improvement Project Enhancements

\$200,720

Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/ reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Warrington, Brownsville, Englewood, Palafox Corridor and Barrancas. Funds may also be utilized to support costs for improvements/enhancements to County owned Senior Citizen Center facilities serving neighborhoods in unincorporated Escambia County. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible neighborhoods.

Redevelopment Area Neighborhood Renewal Incentive/Initiative

\$0

Until exhausted, prior year funds will be provided for small scale community based, volunteer projects targeting improvements to public right-of-way, neighborhood beautification and enhancement activities carried out in locally designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas, and Palafox Corridor Community Redevelopment Areas.

TOTAL 2012 ESCAMBIA COUNTY CDBG FUNDS PROJECTED

\$ 1,685,274

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GULF POWER COMPANY CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE RATE SCHEDULE OS (PART I/II)

		Form 5			
			Contract	No	15-2908
Customer Name _	ESCAMBIA COUNTY O	COMMISSION	Date	10/5/15	
DBA	Telephone No)	_ Tax I. D. (if applicabl	e)	
Street Address (Su	ubdivision, etc.) of Light(s)	ESCAMBIA REDEV	ELOPMENT PROJECT	Γ-ENGLE\	WOOD
Billing Address	221 PALAFOX PLACE	STE 305 PENSACOL	A, FL PENSACOLA, F	L 32502	
Driving Directions	SEE MAP			- 12	
Location of Light(s)_WITHIN THE BOUNI	DARIES OF THE MAR)		
Meter No.	i	Account No.	JETS WO	No	73A2F2
operation thereof and and Rules and Regula approved by the Flor	uests Gulf Power Company to f hereby agrees to take and pay ations for Electric Service on fil ida Public Service Commission. nts to Gulf Power Company, the	for the same in accordance we in its office and on file with In consideration of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of	rith and subject to the Compar h the Florida Public Service Coplying and maintenance of s	ny's Rate Sch Commission o aid electric	edule "OS (PART I/I or any changes therein current and facilities

the II)" as the the above service address its poles, lines, facilities, and appliances necessary in connection therewith for the transmission of electric power together with the rights of ingress and egress to and from said lines and the right to cut and keep clear all trees and other obstructions that may injure or endanger said lines. All fixtures, equipment and material used in the construction, operation, and maintenance of said facilities shall remain at all times the property of Gulf Power Company. The contract term as provided by Rate Schedule "OS (PART I/II)" shall be for an initial period of not connection therewith or the use thereof. Should the Applicant discontinue this service before the expiration of the full term of contract all unpaid charges for the full term shall immediately become due and payable. In the event the supply of electric current should be interrupted or fail by reason of accident, or condition beyond the control of Gulf Power Company, the service shall be restored within a reasonable time and such interruption shall not constitute a breach of the contract, nor shall Gulf Power Company be liable for damages by reason of such interruption or failure. For street lights, lamps are located on MAP which is hereto appended and made a part hereof.

	ATTEST: PAM CHILDERS CLERK OF THE CIRCUIT COURT BY:
Application IEEE CAGLE	CUSTOMER DEPUTY CLERK
Application Taken By JEFF CAGLE	Board of County Commissioners Customer Escambia County, Florida
Approved by FOSTER WARE III Authorized Company Representative	Title Steven Barry, Chairman
Signature	Signature
Date	Date
ISSUED BY: S.W. Connally, Ir. EEE	GECTIVE: January 1 2014

S W. Connally, Jr.

	Form 5 (Co	ntinued)	Contract No.	15-2908
FACILITIES FURNISHED:				
Type Light	Lamp Wattage	No. of lights	Price per light	Total Amount/Mo.
				\$0.00
	Separation of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of th			\$0.00
	***************************************			\$0.00
			· · · · · · · · · · · · · · · · · · ·	\$0.00
				\$0.00
				\$0.00
Type Miscellaneous Facility		No.	Price per Item	Total Amount/Mo.
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
	Total Base	Monthly Charge****		\$0.00

^{****} Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Diaster Recovery surcharge, applicable taxes or fees.

GULF POWER COMPANY OPTIONAL UP FRONT PAYMENT OF FIXTURE(S)

ADDENDUM TO CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE RATE SCHEDULE OS (PART I/II)

Form 20

Contract No.	15-2908

TOTAL INSTALLED COS	ST OF FIXTURE(S)	\$203	,543				
MONTHLY CHARGE - FIXTURE(S) PAID UP FRONT Rate Schedule OS (Part I/II) – Street and Outdoor Lights							
Type Light	Lamp <u>Wattage</u>	# of Lights (a)	Price Per <u>Light*</u> (b)	Total Flat Amount/Mo. (c) = (a) x (b)			
ROADWAY 1 LED-74	74	680	\$3.93	\$2,670.29			
				\$0.00			
		•		\$0.00			
		*		\$0.00			
		5-11-11-11-11-11-11-11-11-11-11-11-11-11		\$0.00			
	Total Base	e Monthly Charge ****		\$2,670.29			
the Customer will pay only the and Energy Charges. The united fixture(s) will be changed fixture(s) fails on or after this replaced: (1) paying up from basis, the Maintenance and	etain ownership of the fixture(s the Maintenance and Energy C useful life of the fixture(s) is 15 d out at no cost to the Custome d date, then the Customer will he that for the total installed cost of the Energy Charges for the fixture ing the unmetered electric ser	charges for the fixture years from the installer; and the billing of the payer the option of on the replacement of the es(s), (2) paying the	e(s) in lieu of the tota lation date. If the fixthe fixthe fixture(s) will remain e of three billing meter fixture(s) and cont	I of the Fixture, Maintenance, cure(s) fails prior to this date, ain as is. However, if the chods for the fixture(s) that is inuing to pay on a monthly			
GULF POWER COMPA	John Cight	CUSTON	Escambia (County Commissioners County, Florida			
Taken By	GLE	Custome	r Steven Barr	У			
Approved By	WARE III	Title	Chairman				
Authoriz	ed Company Representative	Date	1				
Small Parking Lot, MTRD	enance and the Energy Charge Large Parking Lot, MTRD Bra rgy Charge is not applicable. amount for the fixture(s).	acket Mount CIS, and	MTRD Tenon Top	CIS fixtures. For the			

ISSUED BY: Mark Crosswhite

Approved as to form and legal sufficiency.

EFFECTIVE: April 11, 2012

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COLUMN
BY:____

DEPUTY CLERK

GULF POWER COMPANY CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE RATE SCHEDULE OS (PART I/II)

Form 5

					Contract	No	15-2901	_
Customer Name _	ESCAMBIA COUNTY CO	OMMISSION CA	MNOTNA	IENT	Date	9/24/20	015	
DBA	Telephone No.		Т	ax I. D. (ii	f applicable)		
Street Address (St	ubdivision, etc.) of Light(s)	CANTONMENT	REDEV	ELOPME	NT PROJ	ECT- PH	IASE 1	
Billing Address	221 PALAFOX PLACE,	STE 305, PENS	SACOLA I	FL 32502				
Driving Directions MUSCOGEE RD BETWEEN HWY 297A & NOWAK RD NORTH TO UPLAND RD.								
MUSCOGEE I	RD ALONG S. ROBINSON	ST BETWEEN	STINISS	S & ODOI	M RD.			
Location of Light(s)							
Meter No	A	ccount No	NEW	J	JETS WO	No	73A2B0	_
approved by the Flor Applicant hereby gra the above service adde with the rights of ingrendanger said lines. times the property of less than three (3) ye install any facilities a terminated by notice Schedule "OS (Part' connection therewith a charges for the full te reason of accident, o interruption shall not	ations for Electric Service on file ida Public Service Commission. Ints to Gulf Power Company, the dress its poles, lines, facilities, and ress and egress to and from said All fixtures, equipment and mate Gulf Power Company. The contrars. Additional facilities required applied for herein, this application to either party by the other. A fulfil." The location of said facilities required to either party by the other. A fulfil. The location of said facilities required to either party by the other. A fulfil. The location of said facilities required to either party by the other. A fulfil immediately become due or condition beyond the control of constitute a breach of the contral ts, lamps are located on MAP when	In consideration of right to construct, oped appliances necessa lines and the right to crial used in the construct term as provided for the installation mon becomes a contrust damage done by lities shall be as applicant discontinue and payable. In the full form of the construction of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of t	the supplying rate, and nury in connect of cut and ke struction, op a by Rate Schap constitute act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut act for a term of the cut a	ng and maintain upor ction therewi eep clear al oceration, and chedule "OS ee a longer te erm of shall be har the Applicate before the e supply of ervice shall any be liable	tenance of sa n, over, under ith for the tra I trees and o I maintenance (PART I/II) rrm. At the years and added in acce ant and the expiration of electric curr be restored e for damage eof.	id electric , and acros nsmission of ther obstru te of said fa " shall be f time Gulf F I thereafte ordance wi Company s f the full te ent should within a r es by reaso	current and fa ss the premises of electric power actions that may icitions that may criber or an initial per- power Company or from year to the provision shall be held herm of contract be interrupted easonable time on of such inter-	cilities the located at er together y injure or main at all riod of not y begins to year until ns of Rate armless in all unpaid or fail by e and such truption or
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GULFPOWERCO	OMPANY O	9/24/15 c	USTOME	CR .			DEPUTY CI	LERK
Application Taken ByJE	FF CAGLE	r	ustomer		of Cour ia Cour		mmission Lorida	ers on
*	OSTER L. WARE III	Ti	itle		Barry,	-		is to form and k
Signature	Authorized Company Representa		gnature					Fig
Date			ete				·	80 C

EFFECTIVE:

January 1, 2014

ISSUED BY:

S. W. Connally, Jr.

	Form 5 (C	ontinued)	Contract No.	15-2901
FACILITIES FURNISHED:				
Type Light	Lamp Wattage	No. of lights	Price per light	Total Amount/Mo.
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
			·····	\$0.00
Type Miscellaneous Facility		No.	Price per Item	Total Amount/Mo.
				\$0.00
				\$0.00
				\$0.00
			***************************************	\$0.00
				\$0.00
				\$0.00
	Total Base	Monthly Charge****		\$0.00

^{****} Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Diaster Recovery surcharge, applicable taxes or fees.

GULF POWER COMPANY OPTIONAL UP FRONT PAYMENT OF FIXTURE(S)

ADDENDUM TO CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE RATE SCHEDULE OS (PART I/II)

Form 20

ontract No	15-2901

	MONTHLY CHARG Rate Schedule OS (_
Type Light	Lamp <u>Wattage</u>	# of Lights (a)	Price Per <u>Light*</u> (b)	Total Flat <u>Amount/Mo.</u> (c) = (a) x (b)
ROADWAY 1- LED	62	154	\$3.93	\$604.74
				\$0.00
				\$0.00
				\$0.00
				\$0.00
	Total Bas	se Monthly Charge ***	*	\$604.74

NOTE: The Company will retain ownership of the fixture(s) and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Fixture, Maintenance, and Energy Charges. The useful life of the fixture(s) is 15 years from the installation date. If the fixture(s) fails prior to this date, the fixture(s) will be changed out at no cost to the Customer; and the billing of the fixture(s) will remain as is. However, if the fixture(s) fails on or after this date, then the Customer will have the option of one of three billing methods for the fixture(s) that is replaced: (1) paying up front for the total installed cost of the replacement of the fixture(s) and continuing to pay on a monthly basis, the Maintenance and Energy Charges for the fixtures(s), (2) paying the monthly Total Charge of the fixture(s) as provided in the tariff, or (3) discontinuing the unmetered electric service.

GULF POWER COMPANY // A/A/A	CUSTOMER	Board of County Commissioners Escambia County, Florida
Application Taken By	Customer	Steven Barry
Approved ByFOSTER L. WARE III	Title	Chairman
Authorized Company Representative	Date	

*Includes only the Maintenance and the Energy Charge portions of the Total Charge except for the MTRD Shoebox, MTRD Small Parking Lot, MTRD Large Parking Lot, MTRD Bracket Mount CIS, and MTRD Tenon Top CIS fixtures. For the metered fixtures, the Energy Charge is not applicable. Any other applicable charges, as provided in the rate schedule, will be added to this total flat amount for the fixture(s).

Approved as to form and legal

sufficiency.

Date:

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY:

DEPUTY CLERK

^{****} Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery Surcharge, applicable taxes, or fees.

GULF POWER COMPANY OPTIONAL UP FRONT PAYMENT OF ADDITIONAL FACILITIES

ADDENDUM TO

CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE,
OPTIONAL RELAMPING SERVICE AGREEMENT CUSTOMER-OWNED
STREET AND GENERAL AREA LIGHTING, AND CUSTOMER-OWNED LIGHTING
AGREEMENT (WITHOUT RELAMPING SERVICE PROVISIONS)
Rate Schedule OS (Part I/II)

		Fo	rm 21	Contract No	15-2901
TOTAL INSTAL	LED COST OF	ADDITIONAL FACILITI	ES \$_	\$10,352	
	DESCRI	PTION OF ADDITIONAL	. FACILITIES - F	AID UP FRONT	Г
Type Pole	# of Poles	Type Wire	Quantity Mof Wire	/liscellaneous Materials	Quantity of Material
35' WOOD	1	#4 DPX	1,333'	EYE BOLT	1
		1/0 AAAC	605'		
monthly basis. wire, eyebolts, a pole(s), wire, ey the facilities will However, if any the option of one the total installe	The useful life of and other miscel ebolts and/or other be changed out of these facilities of three billing doost of the rep	n ownership of these add of the pole(s) is 30 years laneous additional facilitiner miscellaneous addition at no cost to the Custor is have to be changed ou methods for the addition blacement of the addition the unmetered electric so	from the installates is 15 years from the installates must be proposed in the billing of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the con	tion date; and the om the installating the changed cong of these faciled date, then the care replaced: (1	ne useful life of the on date. If the out prior to this date, ities will remain as is. Customer will have) paying up front for
GULF POWER	COMPANY	Affle \$24 15	CUSTOMER		County Commissioners County, Florida
Application Taken By	EFF CAGLE	710	Customer	Steven Baı	cry
Approved By F	OSTER L. WAF	RE III	Title	Chairman	
A	uthorized Compa	ny Representative	Date		
			Date		

Susan Story

EFFECTIVE:

ISSUED BY:

Approved as to form and legal sufficiency.

By/Title:

January 31, 2006



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-9287 County Administrator's Report 12. 9.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 11/05/2015

Issue: Title Clearance Services Program Agreement with Legal Services of

North Florida, Inc.

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Title Clearance Services Program Agreement with Legal Services of North Florida, Inc. - Tonya Gant, Neighborhood & Human Services Department Director

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

A. Approve the Title Clearance Services Agreement with Legal Services of North Florida, Inc. (LSNF), in the amount of \$45,000; and

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

[Funding: Fund 129/2015 CDBG, Cost Center 370224]

BACKGROUND:

Clouded titles and heir properties are detrimental to the community, often resulting in substandard or deteriorating housing stock since heirs cannot access financing to improve the property nor can the property be sold. Families may eventually lose the properties to code/nuisance abatement liens contributing to blighted vacant properties and structures. During the HUD 2015 Annual Planning process, staff identified an increase in requests for repair assistance by households without clear title. Clear title is a requirement for assistance through the County's State Housing Initiatives Partnership (SHIP), Community Development Block Grant (CDBG), and HOME Investment Partnership Program (HOME) repair programs.

On July 23, 2015, the Board approved a line item for a Title Clearance Program as a Public Service element using CDBG funding (see Exhibit I). Staff issued a request for proposals for Title Clearance Services (see Exhibit II) and received one response

from LSNF.

Funds will support legal services to clear title for a minimum of 15 low or moderate income clients (estimating 25 cases to accomplish) in order to remove barriers to their ability to improve or maintain their properties, by becoming eligible for traditional financing or County/City rehabilitation programs. Cases may include probate, quiet title, bankruptcy and tax disputes and will allow clients to gain and maintain ownership of their homes or properties. Preference is to be given to clients with improved properties. In addition to direct client services, a community education component will be provided to include development of educational literature, two educational workshop presentations to the community, and a minimum of three outreach events.

BUDGETARY IMPACT:

Funding for this project is budgeted in Fund 129/CDBG, Cost Center 370224.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement (Exhibit III) has been reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

No impact to personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

CDBG funding requires an Agreement to be approved by the Board.

IMPLEMENTATION/COORDINATION:

Neighborhood Enterprise Division (NED) will oversee the implementation of this project in conjunction with LSNF.

Attachments

Ex I-HUD Plan Approval Summary

EX II-Title RFP

EX III-LSNF Title Clearance Agreement

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

<u>COUNTY ADMINISTRATOR'S REPORT</u> – Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-22. Approval of Various Consent Agenda Items Continued
 - 3. Taking the following action concerning the State of Florida Department of Environmental Protection (DEP) Agreement No. G0409 to provide financial assistance for the Bayou Chico Stormwater Retrofit Project (Funding: Fund 110, Other Grants and Projects, Cost Center to be determined at time of Supplemental Budget Amendment):
 - A. Accepting and approving the DEP Grant Agreement No. G0409 between the State of Florida Department of Environmental Protection and Escambia County, in the amount of \$755,560, for the Bayou Chico Stormwater Retrofit Project; and
 - B. Authorizing the Chairman to sign the Agreement and other future Agreement-related documents, including no cost extensions, pending Legal review and approval, without further action of the Board to complete the Project.

Note: The County Attorney's Office has requested that the Board be made aware of the language, in the last sentence, in Paragraph 31 (Page 12 of 13) of the Agreement: "Any action hereon or in connection herewith shall be brought in Leon County, Florida."

- 4. Taking the following action concerning the Escambia Consortium 2015-2019 Consolidated Plan and 2015 Annual Action Plan (Funding: Fund 129/CDBG, Cost Centers 370222, 370223, and 370224; Fund 147/HOME, Cost Center 370267; and Fund 110/ESG, Cost Center 370293):
 - A. Approving the Escambia Consortium 2015-2019 Consolidated Plan, providing goals, objectives, and strategies for housing and community development during the period October 1, 2015, through September 30, 2020;
 - B. Approving the Escambia Consortium 2015 Annual Action Plan for Housing and Community Development, detailing the use of 2015 Community Development Block Grant (CDBG) funds, in the amount of \$1,644,103; 2015 HOME Investment Partnerships Program (HOME) funds, in the amount of \$882,771; and 2015 Emergency Solutions Grant Program (ESG) funds, in the amount of \$147,378; and

(Continued on Page 16)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

<u>COUNTY ADMINISTRATOR'S REPORT</u> – Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-22. Approval of Various Consent Agenda Items Continued
 - 4. Continued...
 - C. Authorizing the County Administrator to execute all Escambia Consortium 2015-2019 Consolidated Plan and 2015 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the United States Department of Housing and Urban Development, and authorize the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2015 CDBG, 2015 HOME, and 2015 ESG Programs.
 - Ratifying the following July 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 Residential Rehab Grant Program Funding and Lien Agreements:
 - A. Approving the following three Residential Rehab Grant Program Funding and Lien Agreements:
 - (1) The Agreements between Escambia County CRA and Curtis and Elizabeth Hughley, owners of residential property located at 303 Lakewood Road, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of \$3,295, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, to install a new roof;
 - (2) The Agreements between Escambia County CRA and Susan H. Herrington, owner of residential property located at 267 Seamarge Lane, Pensacola, Florida, in the Barrancas Redevelopment District, each in the amount of \$1,267, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, to install a new roof; and

(Continued on Page 17)

PUBLIC NOTICE ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton, Florida, have drafted the 2015/2016 Annual Housing and Community Development Plan for the period October 1, 2015 - September 30, 2016. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the Consortium's 2015/2016 Annual Action Plan for the utilization of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), Emergency Solutions Grant (ESG), Public Housing Grant Programs, and other HUD programs designed to address housing and community development needs. The major priorities include: rehabilitation of rental and homeowner occupied substandard housing units for families with incomes between 0-80% of the local median income; new construction, homebuyer assistance, and acquisition/rehabilitation activities in support of the provision of affordable housing for families with incomes primarily between 50-80% of median; expansion of below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or construction; support of activities leading to the development of housing for persons with special needs; supportive services addressing the special needs of the elderly, handicapped, and homeless or near homeless; redevelopment activities within designated areas of slum and blight; and targeted community development public facility and improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels throughout the respective jurisdictions to the extent that such availability is not limited by Federal or State Regulations and/or financial resources. The draft 2015 Annual Action Plan is available for public review at the following Pensacola and Milton locations between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.

City of Pensacola Housing Office 420 West Chase Street Pensacola, Florida (Closed on Fridays) Escambia County
Neighborhood Enterprise Division
Suite 200
221 Palafox Place
Pensacola, Florida

Housing Programs Office Santa Rosa County Public Services Complex 6051 Old Bagdad Highway Milton, Florida

> ESCAMBIA CONSORTIUM, FLORIDA ANNUAL ACTION PLAN SUMMARY (October 1, 2015 - September 30, 2016)

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development for Program Year 2015 Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Solutions Grant (ESG) funding in the total amount of \$3,368,090 which is detailed as follows.

ESCAMBIA COUNTY 2015/2016 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

HOUSING REHABILITATION:

FUNDING:

Housing Rehabilitation Program (General)

\$427,312*

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 10 substandard homeowner occupied units, including lead based paint assessment and abatement, and other related program operating costs. Funds may also be used to provide for sanitary sewer connection assistance in targeted areas, energy improvements, weatherization and storm protection/mitigation improvements, and other applicable improvements. (Unincorporated Escambia County)

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is \$15,000). (Unincorporated Escambia County)

Temporary Relocation \$20,000

Funds to provide temporary relocation for families whose dwelling units are being rehabilitated via the County's Housing Rehabilitation Program. (Unincorporated Escambia County)

PROGRAM PLANNING, ADMINISTRATION AND FAIR HOUSING:

General Grant Administration/Management

\$281,952

Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program and indirect costs.

Escambia County Community Redevelopment Agency

\$17,000

Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County, as well as the County's Enterprise Zone.

Fair Housing \$18,500

Support ongoing Community Development Block Grant Fair Housing initiatives in the community.

ESCAMBIA BROWNFIELDS REDEVELOPMENT:

Brownfields Community Redevelopment Project

\$25,000

Funds allocated for this activity will be used to identify and assess actual or perceived environmental contamination issues, and partially support remediation/redevelopment costs associated with vacant or abandoned commercial properties that have been designated as Brownfield sites <u>and</u> are located within the County's Community Redevelopment Areas (Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington); the City of Pensacola's Community Redevelopment Areas; the County or City's designated Enterprise Zones; and/or designated Brownfield sites within the County or City. Funds may be used to pay for site evaluations/assessments (including but not limited to: title searches, property surveys, access/utilization agreements, quality assurance project reviews, Phase I & II environmental assessments and Brownfield site assessments), site remediation/clean-up costs and/or public infrastructure related development expenses. Activities will be closely coordinated with other local, Federal or State Brownfield Programs. (Limited to areas of slum and blight as designated by Escambia County or the State of Florida in accordance with Florida law, including designated Brownfield sites).

PUBLIC SERVICES:

Council on Aging of West Florida, Inc.

\$47,000

Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 450 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

Title Clearance \$48,000

Funds will support legal services to clear title for 20-25 low or moderate income clients in order to remove barriers to their ability to improve or maintain their properties, by becoming eligible for traditional financing or County/City rehabilitation programs. Cases may include probate, quiet title, bankruptcy and tax disputes and will allow clients to gain and maintain ownership of their homes. Priority may be given to clients in County or City CRA areas.

Foreclosure Prevention Education and Counseling

\$15,500

Foreclosure prevention guidance, education and assistance in an effort to assist Escambia County residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided to provide opportunities to review the individual's current situation and discuss options for assistance. (County Wide, including Pensacola and Century)

DEMOLITION/CLEARANCE

Funds will be used to assist with the elimination of dilapidated, structurally unsound buildings and/or abandoned lots/properties in designated areas of slum and blight, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington Community Redevelopment Areas and Century. Funds may be used to assist with environmental enforcement officer hours in Century.

PUBLIC FACILITIES AND IMPROVEMENTS:

Fire Hydrants/Water Main Upgrade

\$150,000

Provides for installation of fire hydrants and adequately sized water supply mains in CDBG Target Area lower income neighborhoods in unincorporated Escambia County (as prioritized locally in conjunction with the utility provider). Should funds remain after completion of these improvements, additional related improvements will be made in other local CDBG eligible areas.

County Facility Handicapped Accessibility Improvement Project

\$55,000

Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. (Countywide)

CRA/Neighborhood Enhancement Program

\$50,000

Funds provide staffing and support for targeted community redevelopment, reinvestment, and neighborhood-based initiatives implemented specifically within designated areas of slum and blight in Escambia County, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington as well as County's Enterprise Zone. (Low and Moderate Income Neighborhoods)

Community Redevelopment Facade Improvement Program

\$50,000

Prior year funds will continue to support matching grants for commercial business exterior/facade, streetscape and related improvements along the commercial corridors located in the designated Community Redevelopment Areas (Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington), and the County's Enterprise Zone, the boundaries of which are legally defined in the governing CRA and Enterprise Zone designation ordinances and resolutions.

CRA Neighborhood Improvement Project Enhancements

\$250,000

Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/ reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible neighborhoods.

Public Facility: Homeless or Health Facility Project

\$150,000

Funds will partially support acquisition, rehab and/or construction of a new homeless assessment center or a community-based health clinic to improve the delivery of heath care services to lower income residents of the surrounding area

Redevelopment Area Neighborhood Renewal Incentive/Initiative

\$ 3,839

Funds will be provided for small scale community based, volunteer projects targeting improvements to public right-of-way, neighborhood beautification, and enhancement activities carried out in locally designated areas of slum and blight, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington Community Redevelopment Areas.

TOTAL 2015 ESCAMBIA COUNTY CDBG FUNDS PROJECTED

\$1,644,103

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CDBG Title Clearance Services

Overview

On July 23, 2015, the Escambia County Board of County Commissioners approved U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) funding for title clearing services for low-moderate clientele.

Clouded titles and heir properties are detrimental to the community, often resulting in substandard or deteriorating housing stock since heirs cannot access financing to improve the property nor can the property be sold. Families often lose the properties to code/nuisance abatement and/or tax liens contributing to a high number of vacant properties and structures. Low income and minority neighborhoods are often disproportionately affected.

Scope of Work

Escambia County seeks a proposal from legal entities interested in providing legal services for 15 low to moderate income clients in order to remove barriers to their ability to improve or maintain their properties, by becoming eligible for traditional financing or County /City federal, state, or local housing assistance programs. Cases may include probate, quiet title, bankruptcy, and tax disputes and will allow clients to gain and maintain ownership of their homes or properties. Preference to be given to eligible clients with improved properties, but can be located anywhere in Escambia County, Florida.

Services to include, but may not be limited to:

*Per Florida Statute 723.6171, the compensation of formal administration for attorney services, paralegal time as well as overhead costs may be included in the proposal as well as reimbursement of title searches, notices, or other services in order to accomplish clear title.

*Chapter 13 Bankruptcy cases to resolve tax disputes or other secured liens on the property.

In addition to direct client services, the County desires a minimum of <u>two</u> community education presentations to inform residents of ways to clear and preserve title. A tentative target date is Saturday, December 12 in collaboration with the Neighborhood & Human Services Department's planned Escambia Cares Community Resource Expo. Development of educational materials for distribution to residents at community events will also be required.

Funding provided by Escambia County HUD Community Development Block Grant (CDBG) funding and must abide by all related program requirements.

The following deliverables will be required:

TITLE SERVICES:

It is understood that client information is protected by attorney-client privilege, so information may be provided via alias or other non-individualized means. The County is required to report the following information to HUD:

EDUCATIONAL Component:

ESCAMBIA/PENSACOLA MAXIMUM INCOME ELIGIBILITY LIMITS 2015 INCOME GUIDELINES

# PERSONS IN FAMILY	EXTREMELY LOW INCOME (30% OF MEDIAN)	VERY LOW INCOME (50% OF MEDIAN)	LOW INCOME (80% OF MEDIAN)
1	\$13,000	\$21,650	\$34,650
2	15,930	24,750	39,600
3	20,090	27,850	44,550
4	24,250	30,900	49,450
5	28,410	33,400	53,450

A formal one year agreement will be entered with the agency to be approved by the Board of County Commissioners. Costs to be provided on a reimbursement basis unless specified or requested otherwise.

Submission Information:

Proposals due by Friday, October 16, 2015:

Meredith Nunnari, Division Manager Escambia County Neighborhood Enterprise Division 221 Palafox Place, Suite 200 Pensacola, FL 32502

Phone: 850.595.4968

Email: mrnunnari@myescambia.com

^{*}Number of Applicants by Race

^{*}Number of Applicants by Income (broken down by 30% AMI, 50% AMI or 80% AMI as shown in the chart below)

^{*}Number of Resolved Cases by Race

^{*}Number of Resolved Cases by Income

^{*}Sign-in sheets

^{*}Flyers/Advertisements regarding the Event

^{*}Copies of Educational Materials Developed

TITLE CLEARANCE SERVICES PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into this <u>5th</u> day of <u>November</u>, 2015, by and between the ESCAMBIA COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and the LEGAL SERVICES OF NORTH FLORIDA, INC., a not for profit corporation organized under the laws of the State of Florida (hereinafter referred to as the "Recipient"), with a principal address of 2119 Delta Boulevard, Tallahassee, Florida 32303, and a local address of 1741 North Palafox Street, Pensacola, Florida 32501.

WITNESSETH:

WHEREAS, the County has been awarded a Community Development Block Grant (CDBG), which provides for the development, establishment and administration of projects to meet the unmet needs of the citizens of the County of Escambia; and

WHEREAS, said grant provides that the County may contract with non-profit community groups, to administer and implement the project set forth therein; and

WHEREAS, it is in the best interest of the County to enter into a special contract with the Recipient for the implementation and operation of a portion of said grant for the purpose of administering TITLE CLEARANCE SERVICES, hereinafter referred to as the "Project"; and

WHEREAS, the County hereby engages the services of the Recipient to manage the Project within the service area defined herein.

NOW, THEREFORE, in consideration of the mutual premises and covenants, the parties agree as follows:

ARTICLE I

Supervision

1. The Recipient agrees to perform the required services under the general coordination of the Neighborhood Enterprise Division (NED) of the Escambia County Neighborhood & Human Services Department. For contract coordination purposes the designated contract manager is Meredith Nunnari, Division Manager, NED, 221 Palafox Place Suite 200, Pensacola, Florida 32502, (850) 595-0022 x3 or mrnunnari@myescambia.com.

ARTICLE II

Scope of Services

2. The Recipient agrees to implement the Project in accordance with the provisions of Attachment I to provide title clearance services for low/moderate income residents of Escambia County in order to remove barriers to their ability to improve or maintain their properties as well as community educational outreach. Services to be provided are not duplicating existing projects or funding already held by Recipient. Clients to be served under this Project would not receive assistance but for this Project. The Project is approved in the 2015 Escambia Consortium Action Plan, as approved by the Board of County Commissioners on July 23, 2015.

ARTICLE III

Funding

- 3. The County agrees to pay an amount not to exceed **\$45,000** solely from available Community Development Block Grant (CDBG) funds to be used for (1) title clearing services for low/moderate income clients in Escambia County (including City of Pensacola residents), including but not limited to probate, quiet title, bankruptcy, and tax disputes; (2) educational presentations to the community through two (2) community presentations, development of brochures and other informational literature; and (3) presence at three (3) community outreach events to share information on services provided.
- 3.1 The County shall pay this amount over the period of this contract to the Recipient for services rendered herein.
- 3.2 The method of payment shall be according to the Payment Schedule, as described in Attachment I of this Agreement.

ARTICLE IV

Reporting

- 4. The Recipient shall provide the County with a monthly report of all activities, including a narrative summary of progress and a financial statement described in <u>Attachment II</u> of this Agreement.
- 4.1 The Recipient shall use the report form that has been approved by the County as described in <u>Attachment II</u> of this Agreement. Alternate reporting forms may be accepted to the extent the required data is clearly detailed to show project progress.
- 4.2 The report shall be due monthly and shall continue until all information concerning the project has been received by the County or its designated Agent.
 - 4.3 This report is due on the 30th day of each subsequent month.
- 4.4 The Recipient shall provide the County or its designated Agent with additional information as needed.

ARTICLE V

Indemnification

5. The Recipient shall act as an independent contractor, and not as an employee of the County for its designated Agent, in operating the aforementioned service. The Recipient shall hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this agreement. The Recipient 's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy or insurance.

ARTICLE VI

Contract Period and Termination

- 6. This Agreement shall be effective for the period beginning the 5th day of November, 2015, and shall terminate on October 31, 2016, unless canceled sooner with or without cause, by either party giving thirty (30) days prior written notice of such cancellation;
- 6.1 Provided, that if the Recipient should fail to satisfactorily perform its duties as herein set forth, or in the event that funds fail to be or cease to be provided to the County, then the County may terminate this contract instantly and shall reimburse payments that were expended up to the date of termination only. Said termination shall be in accordance with provisions of 2 CFR §§ 200.339-340 as applicable.

ARTICLE VII

Accountability

- 7. The Recipient agrees to maintain personnel, financial and other records and accounts as are necessary to properly account for all funds expended in performance of this contract;
- 7.1 These records and accounts shall be subject at times to inspection, review, or audit for a period of five (5) years following the termination of this contract unless said records are the subject of audit or litigation wherein they shall be retained indefinitely pending resolution of such review. Access to such records shall be provided to the County, the United States Department of Housing and Urban Development, or their representatives; or the Recipient shall transfer these records and accounts to the custody of the County in order to insure their accountability for such a period.

ARTICLE VIII

Nepotism

8. The Recipient agrees to abide by the provisions of §112.3135, Florida Statutes, pertaining to nepotism in their performance, under this Agreement, which statute is hereby referred to and incorporated by reference herein.

ARTICLE IX

Civil Rights and Anti-Discrimination

- 9. The Recipient agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against its employees, persons, or groups of persons on the basis of race, color, religion, sex, national origin, pregnancy, age, disability, or familial status, as applicable. Both of the said Civil Rights Acts are hereby referred to and incorporated by reference herein.
- 9.1 All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, sex, familial status, disability, religion, or national origin. The Recipient accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.
- 9.2 Recipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, pregnancy, age, or disability. Such action shall

include but not be limited to the following: employment, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Recipient agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

ARTICLE X

Housing and Urban Development Act of 1968 Section Three Clause

10. The Recipient agrees to abide by the Housing and Urban Development Act of 1968 Section Three Clause as described in <u>Attachment III</u> of this Agreement.

ARTICLE XI

Equal Employment Opportunity

11. The Recipient agrees to abide Equal Opportunity Clause for Contracts Subject to Executive Order #11246 as described in <u>Attachment III</u> of this Agreement.

ARTICLE XII

Program Income

12. No Program income is anticipated to result from the activities encompassed in the Project, however in the event that generation of program income should occur at any time during the effective term of this Agreement the provisions set forth at 24 CFR §570.504(c) shall apply. Any program income generated by Project activities shall be documented by the Recipient and promptly returned to the County.

ARTICLE XIII

Uniform Administrative Requirements

13. The Recipient shall comply with applicable provisions of the uniform administrative requirements described in 24 CFR §570.502 and shall comply with the requirements of 2 CFR Part 200. Copies of pertinent provisions of 24 CFR Part 570 and governing OMB Circulars have been provided to the Recipient and Recipient has acknowledged receipt as evidenced in Attachment III.

ARTICLE XIV

Other Federally Related Requirements

- 14. The Recipient shall carry out all Project activities in compliance with all Federal Laws and Regulations described in Subpart K of 24 CFR §§570.600-.614 et seq., except that:
- 14.1 The Recipient does not assume the County's environmental responsibilities described at 24 CFR §570.604; and
- 14.2 The Recipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.
- 14.3 Pertinent provisions of Subpart K of 24 CFR §§570.600-.614 et seq., have been provided to the Recipient as noted in <u>Attachment III</u> of this Agreement.

ARTICLE XV

Reversion of Assets

- 15. Upon expiration of this Agreement and corresponding cessation of the Project activities provided for hereunder, the Recipient shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Further, any real property under the Recipients control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must be:
 - (i) Used to meet one of the national objectives in 24 CFR §570.208 until five years after the expiration of the agreement, or for such longer period of time as determined to be appropriate by the County; or
 - (ii) Disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-Community Development Block Grant funds for acquisition of, or improvement to the property. (Reimbursement is not required after the period of time specified in paragraph (i) of this section has expired.)

ARTICLE XVI

Procurement

16. The Recipient shall be required to adhere to the procurement standards provided at 2 CFR Part 200, as applicable, or the Recipients written procurement standards provided that such standards conform to Federal Law and the provisions of 2 CFR Part 200. This shall apply to the purchase of materials, supplies, and equipment. The full text of 2 CFR Part 200 has been provided to the recipient as noted in Attachment III of this Agreement.

ARTICLE XVII

General Provisions

- 17. The Recipient accepts these funds so appropriated in accordance with the terms of this Agreement, and agrees that the contents of <u>Attachment I III, and regulatory requirements cited therein,</u> are part and parcel of this agreement and hold the same legal authority as the Agreement. Further, the Recipient agrees:
- 17.1 To abide by Chapter 119, Florida Statutes, and successors thereto, all of which are hereby referred to and incorporated by reference herein;
- 17.2 To consent to such audits by United States Department of Housing and Urban Development, the County Comptrollers' Office, or designated independent auditing firm(s) as may be required in relation to this Agreement.
- 17.3 To produce all documents required upon request by the County, the United States Department of Housing and Urban Development or their authorized representatives;
- 17.4 To provide the County (through its designated Agent) with the annual audit of the program as carried out for the Escambia County Community Development Block Grant Program by an independent Certified Public Account. Said audit shall comply with provisions of 2 CFR Part 200, as applicable.

ARTICLE XVIII

Understanding of Terms

- 18.1 This contract represents the entire and integrated agreement between the County and the Recipient and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended only by written instrument signed by both Recipient and County or in accordance with the provisions contained in this Contract document.
- 18.2 This contract is executed in the City of Pensacola, Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this contract shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this contract shall be governed by the laws of the State of Florida, both as to interpretation and performance.
- 18.3 It is understood and agreed by the parties that if any part, term, or provision of this 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.
- 18.4 The clause headings appearing in this agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.
- 18.5 All notices under this contract shall be in writing, and shall be sent by registered mail to the parties identified in this Agreement.
 - 18.6 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

Clerk of the Circuit Court By: Deputy Clerk	By: Steven Barry, Chairman BCC Approved: November 5, 2015	
SEAL	Approved as to form and lega sufficiency. By/Title: 10/23/15	
	LEGAL SERVICES OF NORTH FLORIDA, INC a Florida Non-Profit Corporation	
	By: Kristine E. Knab, Executive Director	
Corporate Secretary [SEAL]		

ATTACHMENT I

I. SCOPE OF SERVICES

Legal Services of North Florida, Inc. will implement the Title Clearance Services Program. The County will provide **\$45,000** in CDBG funds for the Project. The CDBG funds must directly be spent on operational expenses and program activities. Legal Services of North Florida, Inc. will also be required at a minimum to provide monthly reports to the County of clients served categorized by income, race and gender and type of service provided (applicants and resolved cases).

II. RECIPIENT INFORMATION

Legal Services of North Florida, Inc.

Pensacola Branch 1741 N. Palafox Street Pensacola, FL 32501

Phone: 850-432-8222

Attn: Leslie Powell or Kristine Knab

III. MONTHLY REPORTS

- A. A monthly report is due each month during the contract period and shall continue until all information concerning the project has been received by the County or designated Agent.
- B. The monthly report shall contain a narrative on the progress of the program and financial statement on expenditures during the reporting period.
- C. Invoices detailing attorney hour time spent on the project must be attached to the monthly report to verify payment for the County to reimburse the agency for eligible project costs.
- D. The monthly report/invoice is due by the 30th day of each month, unless alternative due dates are agreed to in writing for the mutual convenience of the parties to this Agreement.
- E. Monthly reports not submitted shall give cause for further payment to the recipient being withheld.

IV. BUDGET INFORMATION

The Recipient shall have a budget of **\$45,000.00** to cover the contract period of November 5, 2015 – October 31, 2016. Per hour attorney billing of \$118/hr includes title searches for clients, costs of publication, court reporters, process servers, credit reports, printing and postage.

If available, NED will provide copies of any title searches for possible referrals if released by the client.

V. AUDIT REQUIREMENTS

The Recipient shall provide the County with an audit report showing the financial affairs of the Recipient during the period of the contract.

ATTACHMENT I

VI. PAYMENT SCHEDULE

The Recipient shall be paid according to line items established in the above budget. Invoices must be submitted to document attorney hours as well as any associated expenditures. Any item not included in the budget will be an ineligible expenditure, and will not be reimbursed.

VII. PROJECT DELIVERABLES:

1. TITLE CLEARING SERVICES: Legal representation for a minimum of 15 low/moderate income clients in approximately 25 cases for the purpose of clearing title to properties owned by low/moderate income clients. Preference to be given to eligible clients with improved properties as possible.

Monthly reports will document the number of <u>applicants</u> by income (30% area median income, 50% area median income, or 80% area median income as shown below), race (HOH only), and gender (HOH only) and the number of <u>resolved</u> cases by income, race, and gender.

ESCAMBIA/PENSACOLA MAXIMUM INCOME ELIGIBILITY LIMITS 2015 INCOME GUIDELINES

# PERSONS IN FAMILY	EXTREMELY LOW INCOME (30% OF MEDIAN)	VERY LOW INCOME (50% OF MEDIAN)	LOW INCOME (80% OF MEDIAN)
1	\$13,000	\$21,650	\$34,650
2	15,930	24,750	39,600
3	20,090	27,850	44,550
4	24,250	30,900	49,450
5	28,410	33,400	53,450

It is understood that not all referrals will be able to be assisted through this program due to the complexity of some cases. Recipient should screen cases accordingly and agrees not bill County for these cases. It is also understood that information is protected by attorney-client privilege, so CDBG required reporting information may be provided by alias or other non-individualized means.

2. EDUCATIONAL COMPONENT:

- a. Present TWO community educational workshops to inform residents of ways to clear and preserve title.
- b. Attend THREE community outreach events to distribute information to residents regarding Recipient services
 - c. Development of educational materials for distributions including brochures, flyers, etc.

Recipient will provide sign-in sheets for workshops, flyers/advertisements regarding events; and copies of educational materials developed.

IX. PROJECT EVALUATION, MONITORING AND REVIEW

The County reserves the right to evaluate and review this contract and its effectiveness. If found not to be effective, legal changes will be made to the contract or the contract may be terminated, according to Article VI; Sub-section 6.1.

MONTHLY STATUS REPORT

		REPORT #					
TO:	ESCAMBIA COUNTY NEIGHBORHOOD EN	SCAMBIA COUNTY NEIGHBORHOOD ENTERPRISE DIVISION					
FRO	OM:						
PRO	OJECT: <u>TITLE CLEARANCE SVCS</u> CO	ONTRACT#					
REP	ORT PERIODTO						
I. PF	ROGRESS REPORT						
	DESCRIBE IN <u>DETAIL</u> WHAT ACTIVITIES H.	AVE TAKEN PLACE DURING THE REPORT					
		·					
	. GIVE A COMPLETE LISTING OF HOW A RE SPENT DURING THE REPORT PERIOD.	ND WHERE THE FUNDS YOU RECEIVED					
C.	. SHOW ANY PERTINENT INFORMATION CO	NCERNING THE PROJECT OR FUNDS.					
		·					
D.	. GIVE A GENERAL STATEMENT CONCERN	ING ACTIVITIES THAT WILL TAKE PLACE					

NEXT REPORT PERIOD.

ATTACHMENT II

II. FINANCIAL REPORT

CONTRACT AMOUNT

\$ 45,000.00

Expenditu	res:	Month of	, 20
ITEM	COST		
	Total expenditures this period	\$	
	Remaining contract amount	\$	
	Balance end of this reporting period		
	balance end of this reporting period	Ψ	
Comments	S		
I certify,	that to the best of my knowledge, the	data reported is correct.	
Autho	orized Signature		
Da	te	Position	

Include all canceled checks/bank statements and paid receipts for verification of spending during the report period.

ATTACHMENT III

LISTING OF STANDARD CONTRACT PROVISIONS

All Federal provisions related to this contract are listed below for reference, and are to be complied with to the extent that each is applicable to this specific agreement.

- 1. Certification Regarding Non-Segregated Facilities
- 2. Compliance with Air and Water Acts
- 3. EEO Compliance and Anti-Discrimination Provisions
- 4. Copeland Anti-Kickback Act Provisions
- 5. Executive Order 11426, as amended by Executive Order 12086, Concerning Affirmative Action in Employment and Employment Practices
- 6. Title VI of the Civil Rights Act of 1964, and amendments thereto
- 7. Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act)
- 8. Executive Order 11063, as amended by Executive Order 12259
- 9. Section 109 of the Housing and Community Development Act of 1974 and any amendments thereto
- Lead Based Paint Prohibition stipulated in Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (as applicable)
- 11. Section 202(a) of the Flood Disaster Protection Act of 1973 and amendments thereto regarding Flood Hazards Mitigation (as applicable)
- 12. Architectural Barriers Act (as applicable)
- 13. Americans with Disabilities Act Protections (as applicable)
- 14. Energy Policy and Conservation Act
- 15. Sections 503/504 of the Rehabilitation Act of 1973
- Sections 103 and 107 of the Contract Work Hours and Safety Standards Act as applicable
- Labor Standards Provisions to the extent required by Section 110 of the housing and Community Development Act of 1974 and amendments thereto
- 18. Minority and Women Owned Business Identification and Utilization

Standard Provisions (Continued)

- 19. Affirmation Acton in Employment and Employment Matters
- 20. Section 3 of the Housing and Community Development Act of 1968, as amended
- 21. Age Discrimination Act of 1975
- 22. Provisions Regarding Access to and Maintenance of Records
- 23. Conflict of Interest Provisions
- 24. Anti-Lobbying Certification
- 25. Relocation, Displacement and Acquisition Provisions of the Uniform Relocation Assistance and Real Property Acquisition policies Act of 1970 (URA) and HUD Implementing Regulations at 24 CFR Part 42 to the extent applicable to Project activities
- 26. Prohibition against the Use of Debarred, Suspended or Ineligible Contractors or Sub-recipients (24 CFR Part 24)
- 27. Ownership of Project Copyrights and Patents (if applicable)
- 28. Requirements of 24 CFR Part 24 concerning the Drug Free Workplace Act of 1988.
- 29. Constitutional Prohibition prohibiting the use of CDBG funds for religious activities or the provision of CDBG funds to primarily religious entities for any activities, including secular activities.

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

LEGAL SERVICES OF NORTH FLORIDA, INC. will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
- (b) Establishing a drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency: <u>LEGAL SERVICES OF NORTH FLORIDA, INC.</u> Date: <u>November 5, 2015</u>
Grant Program Name: COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
Grant Number: B-15-UC-12-0012
LEGAL SERVICES OF NORTH FLORIDA, INC. shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:
PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):
ADDRESS 1741 NORTH PALAFOX ST Pensacola, FL 32501
Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:
ESTIMATED:
SIGNED:
Certifying Officer

ANTI-LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:	Date:		
	Certifying Official		

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been—convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:
Project Name: 2015 TITLE CLEARANCE SVCS
Name:
Title :
Firm/Agency:_Legal Services of North Florida, Inc.

FEDERALLY RELATED CONTRACT PROVISIONS AND INFORMATION

1. <u>Purpose</u>: **THIS SECTION** includes the myriad of Federally related contract requirements which must be complied with during the completion of this project. All of the requirements in this section should be carefully reviewed by the contracting entity. Each Contracting entity and any Subcontractors must conform with the following:

2. Standard Contract Provisions

All applicable Federal provision are attached including:

- 1. Certification of Non-Segregated Facilities
- 2. Compliance with Air and Water Acts
- 3. EEO Compliance Certification
- 4. Americans with Disabilities Act (ADA)
- 5. Anti-Kickback Act
- 6. Executive Order 11246/Affirmative Action
- 7. Title VI of the Civil Rights Act
- 8. Lead Base Paint Prohibition
- 9. Flood Hazards Mitigation (where applicable)
- 10. Architectural Barriers Act (where applicable)
- 11. Energy Policy and Conservation Act
- 12. Section 503 and 504 of the Rehabilitation Act of 1973
- 13. Contract Work Hours and Safety Act
- 14. Minority and Women owned Business Listings

Each should be carefully reviewed to assure existing compliance and/or the capacity to comply with said provisions.

3. Affirmative Action Plan

Agency shall operate its employment, training and related affairs in a manner so as to affirmatively support equal employment provisions of Federal Law.

4. <u>HUD Section 3 Plan and Compliance Requirements</u> (if applicable to this project) Any successful Vendor must submit an acceptable HUD Section 3 Utilization Plan and Certification Regarding Section 3 and Segregated Facilities.

5. Access to Related Documents

Comptroller General of the United States, or any duly authorized representative of such Contracting with Escambia County, Department of Housing and Urban Development, the agencies shall have access to any books, documents, papers, and records of the Contracting entity which are directly pertinent to this project for purposes of audit, examination, excerpts, and/or transcriptions. All records related to this project will be maintained by the contracting entity and any of its subcontractors for a period of at least five (5) years and longer should they be the subject of inspection, litigation, or under review.

6. Interest of Certain Federal and Other Officials

- A. No member of or delegate to the Congress of the United States and no Resident Commissioners shall be admitted to any share or part of this Contract or to any benefit to arise from same: Provided, that the foregoing provision of this section shall not be construed to extent to this Contract if made with corporation for its general benefit.
- B. No member, officer or employee of the Grantee (Escambia County, Florida), its designees or agents, no member of the governing bodies of the locality in which the Project is located, and no other public official of such locality or localities who exercises any functions or responsibilities in connection with the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Subcontract, or the proceeds thereof, for work to be performed under this Contract.

The Contracting entity will include these provisions in every Subcontract such that these provisions will be binding upon each Subcontractor.

7. Reporting, Copyrights, and Patents

Any reports, statistics, cost data, or related documentation of project related activity required by Escambia County, the U.S. Department of Housing and Urban Development or their duly authorized representatives will be promptly submitted to the authorized requesting entity within ten (10) days of such request, and such reports will be approved in writing by the Chief Executive Officer of the Company or his/her designee. Any copyright or patent resulting from this project will be retained by the Grantor Agency (U.S. Department of Housing and Urban Development) and will be made available as directed by such agency.

8. SPECIAL EQUAL OPPORTUNITY PROVISIONS

A. <u>Activities and Contracts Not Subject to Executive Order 11246</u>, <u>As Amended</u> (applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under).

During the performance of this contract, the Contracting entity and its Subcontractors agree as follows:

(1) The Contracting entity or subcontractors thereto or shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contracting entity or subcontractors thereto shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- (2) The Contracting entity and subcontractors thereto or shall post in conspicuous places places available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contracting entity and subcontractors thereto shall state that all qualified applicants will be considered without regard to race, color, religion, sex, or national origin.
- (3) The contracting entity shall incorporate foregoing requirements in all subcontracts.

9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- (1) A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating "to inspection, monitoring, entry, reports and information, as well as all other requirements specified there under.
- (3) A stipulation that as a condition for the award of the contract prompt notice of Federal Activities, EPA, indicating that a facility utilized or will be given of any notification received from the Directors' off to be utilized for the contracts, is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he will include or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every non-exempt subcontract and requiring that the Contractor will take such action as the Government may direct as a mean of enforcing such provisions.

10. <u>SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION</u>

A <u>Lead Based Paint Hazards</u> (Applicable to contracts for construction, rehabilitation or conversion of residential structures) The Contracting entity and subcontractors thereto must comply with the Lead Based Paint Regulations (24 CFR part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.) requiring prohibition of the sue of lead-based paint, whenever assistance financed by the U.S. Department of Housing and Urban Development ("HUD") is used directly or indirectly for construction, rehabilitation, or modernization of residential structures; elimination of immediate lead-based paint hazards in residential structures assisted with such financing; and notification of the hazards of lead-based paint poisoning to purchasers, owners or tenants of residential structures constructed prior to 1978 who are assisted through HUD financed activities.

B. <u>Flood Prevention and Protection</u> (Applicable to acquisition, rehabilitation and construction activities)

Disaster Protection Act of 1973 (Pub. L. 93-234), Executive Order 11988, and the regulations thereunder (24 CFR Ch. X, Subchapter B). Agencies operating under said provisions shall not approve any financial assistance for acquisition or construction purposes for sue in any area that has been identified by the Secretary of Housing and Activities undertaken under this contract are subject to the provisions of the Flood Urban Development as an area having special flood hazards unless the community in which such area is situated is then participating in the National Flood Insurance Program. HUD funds provided through the Community Development Block Grant, HOME, or related Programs shall not be expended for acquisition or construction purposes in an area identified by the Secretary of Housing and Urban Development as having special flood hazards which is located in a community not in compliance with the requirements of the National Flood Insurance Program pursuant to section 201(d) of said Act. The use of any such funds for acquisition or construction purposes in identified special flood hazard areas shall be subject to the mandatory purchase of flood insurance requirements of section 102(a) of said Act.

C. Site Safety Measures

Contracting entity and subcontractors thereto shall take necessary precautions to protect all employees and persons on the worksite and in the immediate vicinity of the worksite with respect to worksite safety hazards, the safety of workmen, authorized visitors, adjacent property owners/residents/ businesses, construction inspectors, and members of the general public. Said measures related to this project shall include but are not limited to: limitation of access to hazardous work areas; proper traffic control measures (where applicable); provision of safety training for employees and requiring like training for the employees of subcontractors, including all classes of labor, heavy and power equipment operators, and superintendents; and assuring that properly qualified and trained personnel are assigned to perform work required to complete the project activities.

11. Access to Records/Maintenance of Records

The contracting entity and subcontractors thereto shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and other such records as may be deemed necessary by the contracting entity to assure proper accounting for all funds. These records will be available for audit purposes to the contracting entity, the State of Florida, the U.S. Department of Housing and Urban Development, or any of their duly authorized representatives, and will be retained for a minimum of five years after contract completion unless permission to destroy said records is granted by the contracting entity. Moreover, the contracting entity, State of Florida, U.S. Department of Housing and Urban Development, or their duly authorized representatives, shall have access to any book, documents, papers and records, of the Contracting entity or subcontractors thereto which are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcriptions.

12. <u>Conflict of Interest of Officers or Employees of the Contracting Entity/</u> <u>Local Jurisdiction, Members of the Local Governing Body, or Other Elected</u> <u>Officials</u>

No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of the locality(s) who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.

13. Minority and Female Contractor Associations

Lists citing minority, disadvantaged, and female owned businesses are available from various sources including the Florida Department of Transportation, the University of Florida/School of Building Construction, the U.S. Department of Housing and Urban Development/ Jacksonville Office, and the Escambia-Pensacola Human Relations Commission. These lists are provided solely for the benefit of the Contractor for the purpose of assisting him/her in meeting the Equal Opportunity Provisions contained in these contract conditions. No assertion is made as to the completeness of these lists, and the information contained in such lists may be out of date in some cases. Contracting entity and subcontractors thereto are to make reasonable efforts to identify and utilize minority, disadvantaged or female owned businesses in the completion of this contract.

14. Contract Work Hours Act, Safety Standards Act, and Fair Labor Standards Act These laws apply to all Federally-assisted construction contracts, including those which are otherwise exempt from Davis-Bacon Act provisions. The laws generally require that:

- 1. A minimum wage of \$7.25/hour be paid, unless the current Florida Minimum Wage is higher, wherein the higher of the two rates shall be paid;
- 2. Forty hours constitutes a standard workweek;

- 3. "Time and one-half" rates be paid for work in excess of these maximums;
- 4. Employers are liable to employees for payment of overtime;
- 5. Equal pay for equal work is required as it effects male and female workers in the same classification;
- 6. Failure to pay overtime is punishable by liquidated damages of \$10/employee/day;
- 7. Contracting entities/local jurisdictions may withhold such damages from progress payments to Contractors;
- 8. Intentional violations constitute a Federal misdemeanor and are punishable by fine (\$1,000 minimum), imprisonment (6 months in prison), and possible debarment by the U. S. Department of Housing and Urban Development, U. S. Department of Labor, the State of Florida, or other cognizant agencies.

15. <u>Title VIII of the Civil Rights Act of 1968 (as amended) and Executive Order 11063</u> <u>Regarding Fair Housing</u>

Title VIII and E.O. 11063 prohibit discrimination on the basis of race, color, religion, sex, familial status, handicap or national origin in connection with housing and public accommodations and with respect to the sale or rental of housing.

16. Americans with Disabilities Act (ADA) and Handicapped Accessibility Standards

All contract parties shall fully comply with all applicable provisions of the Americans with Disabilities Act with regard to employment, accessibility, and prohibition of discriminatory actions. Further, each building or facility (other than a privately owned residential structure) which is designed, constructed or altered with HUD funds shall comply with the requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," issued subject to the Architectural Barriers Act of 1968, 42 U.S.C. 4151, and amendments thereto.

17. Preservation of Historically Significant Properties

Evaluation of the acceptability of HUD assisted acquisition, construction, rehabilitation or related project activities must take into account the effect of the project upon any district, site, building, structure or object listed or found by the Secretary of the Interior, pursuant to 34 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places. Actions should be taken to minimize any resulting adverse impact on a historic property, subject to requirements set forth in 24 CFR Part 570.603. Requirements of Pub. L. 93-291, the Archaeological and Historic Preservation Act of 1974, and Executive Order 11593, and any amendments or revisions thereto.

18. <u>Prohibition Against Use of Debarred, Suspended, or Ineligible Contractors or Sub-Contractors</u>

Contracting entity certifies and asserts that his/her business and/or affiliated businesses, and further, that the subcontractors selected by the Contracting entity to complete work on this project, are not currently debarred, suspended or otherwise ineligible to participate in or undertake contract work financed by the U.S. Government under the provisions of 24 CFR Part 24.

CERTIFICATION OF RECEIPT

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM REGULATIONS CODIFIED AT 24 CFR PART 570 & 2 CFR PART 200

I/We hereby certify and affirm that Escambia County has provided this agency with a complete electronic copy of the current CDBG Regulations, 24 CFR Part (http://www.ecfr.gov/cgi-bin/text-570 idx?tpl=/ecfrbrowse/Title24/24cfr570_main_02.tpl) as promulgated by the U. S. Department of Housing and Urban Development. I/We have also received electronic copies of governing financial and grants management documents issued by the Federal Office of Management and Budget (OMB) that are applicable to the activities to be provided through this Agreement, specifically including Circular A-133 (Audits of States, Local Governments and Non Profit Organizations) and 2 CFR Part 200 (http://www.ecfr.gov/cgi-bin/textdx?tpl=/ecfrbrowse/Title02/2cfr200 main 02.tpl). I/We have reviewed Regulations and understand the requirements governing the CDBG financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the application of these governing Regulations should be resolved by contacting Escambia County's CDBG Program representative. the issue or question cannot be resolved by the County's CDBG Representative, the issue will be submitted to the U.S. Department of Housing and Urban Development for review and/or resolution.

This certification is provided in lieu of including the entire text of the various CDBG and OMB regulatory documents in this Exhibit. I/We understand that additional electronic copies will be promptly provided upon written request directed to the County's CDBG Program Representative by this agency.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-9282 County Administrator's Report 12. 10.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 11/05/2015

Issue: Approval to Issue Fiscal Year 2015-2016 Purchase Orders in Excess

of \$50,000

From: Jennifer Yannuzzi, Interim Library Manager

Organization: Library Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Purchase Orders in Excess of \$50,000 for the West Florida Public Library - Todd Humble, Library Services Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, for Fiscal year 2015/2016, based upon previously awarded Contracts, Contractual Agreements, or annual requirements for the West Florida Public Libraries, as follows:

Vendor	Amount	Contract Number
A. Blue Arbor Vendor Number: 023818 Temporary Employment Services Fund: 113 (Library) Cost Center: 110501 (Library/Operations) Object Code: 53401	\$302,000	PD 14-15.041
B. Securitas Vendor Number: 191895 Security Guards Fund: 113 (Library) Cost Center: 110501 (Library/Operations) Object Code: 53401	\$111,100	PD 10-11.043
C. American Facility Services, Inc. Vendor Number: 012106 Custodial Services Fund: 113 (Library) Cost Center: 110501 (Library/Operations) Object Code: 53401	\$66,000	PD 10-11.049

BACKGROUND:

The issuance of these Purchase Orders is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

BUDGETARY IMPACT:

Funds are available in the budget under Library Fund 113, Cost Center 110501, Library Operations.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of ordinances of Escambia County, Florida, Chapter, 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-9213 County Administrator's Report 12. 11.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 11/05/2015

Issue: Federal Elections Activities Funds FY 2015/2016

From: David Stafford, Supervisor of Elections
Organization: Escambia County Super. of Elections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Federal Elections Activities Grant Funding for the Office of the Supervisor of Elections - David H. Stafford, Supervisor of Elections

That the Board take the following action concerning Federal Elections Activities Grant Funds from the Department of State:

A. Certify that the County will match State Grant funds with \$5,052.65, from the Supervisor of Elections' Fiscal Year 2015/2016 Budget; and

B. Authorize the Chairman to sign the Certificate Regarding Matching Funds and the Certificate of Equipment for Casting and Counting Ballots.

In order to receive the Federal Elections Activities funds, the Legislature has required that the Chairman of the Board of County Commissioners certify that the County will match the State funds with a 15% County match. Both the State funds and the County matching funds must be held in a separate account to be used solely for activities relating to Federal Elections. The required match for this Grant is \$5,052.65. The match is included in the Supervisor of Elections' Fiscal Year 2015/2016 Budget under Cost Center 550101 and various Object Codes.

BACKGROUND:

Two million dollars from the Help America Vote Act grant fund are available for distribution for FY 2015-2016. These funds will be distributed to the Supervisor of Elections pursuant to a formula based on active registered voters in each county as of booksclosing for the 2014 General Election, as certified by the Department of State. The amount for Escambia County is \$33,684.36. The Legislature specified that these funds could be used for activities relating to federal election activities.

BUDGETARY IMPACT:

In order to receive the federal elections activities funds, the Legislature has required the Chairman of the Board of County Commissioners certify that the county will match the state funds with a 15% county match. Both the state funds and the county matching funds must be held in a separate account to be used solely for activities relating to federal elections. The required match for this grant is \$5,052.65. The match is included in the Supervisor of Elections' FY 15/16 Budget under Cost Center 550101 and various object codes.

LEGAL CONSIDERATIONS/SIGN-OFF:

The documentation has been reviewed and approved by the County Legal Department.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

No county Supervisor of Elections shall receive funds pursuant to the agreement until the Board of County Commissioners certifies to the Department that the county will provide matching funds in an amount equal to 15% of the amount to be received by the state.

IMPLEMENTATION/COORDINATION:

This agreement will be implemented by the Supervisor of Elections.

Attachments

Certificate of Equipment for Casting and Counting Ballots
Certificate Regarding Matching Funds
Receipt and Use of HAVA Funds

Certificate of Equipment for Casting and Counting Ballots

We, David H. Stafford, Supervisor of Elections and Steven Barry, Chairperson of Board of County Commissioners, of Escambia County, Florida, do hereby certify that prior to the receipt and use of fiscal year 2015-2016 HAVA funds for the purchase of State-approved or certified (whichever is applicable) emerging or enhancing software or hardware technology as allowable per Attachment A-1, the county has purchased and made available sufficient equipment for casting and counting ballots to meet the needs of the county electors for the next regularly scheduled general election. If the Florida Department of State determines that there is insufficient equipment for casting and counting ballots for the next regularly scheduled general election as herein certified, we shall return the HAVA funds that were used to purchase other emerging or enhancing software and hardware technology to the State.

mn. h-	
David H. Stafford, Supervisor of Elections	Steven Barry, Chairman Board of County Commissioners
9/24/15	
Date	Date
Approved as to form and legal sufficiency.	Attest: Pam Childers Clerk of the Circuit Court
By/Title: M WWW DOC ATA Date: 978 5	By: Deputy Clerk

DS-DE 135 Revised 7/10/13

ATTACHMENT D of MOA 2015-2016-0001

Certificate Regarding Matching Funds

I, Steven Barry, Chairman of the Board of County Commissioners of Escambia County, Florida,

do hereby certify that the Board of County Commissioners will provide matching funds for the

Federal Election Activities grant in county FY 2015-2016 to the Supervisor of Elections in an

amount equal to at least 15% of the amount to be received from the state, which for Escambia

County is \$5,052.65. I understand that if the Board fails to appropriate the matching funds, all

funds received from the state for this grant during the 2015-2016 state fiscal year will be

required to be returned to the Department of State.

Approved	as	to	form	and	legal	
sufficiency						

By/Title: 1 UW/MW, MUA Date: 9 28 5

Chairman, Board of County Commissioners Steven Barry

Date

Attest: Pam Childers

Clerk of the Circuit Court

Ву: _____

Deputy Clerk

DS-DE 127 Revised 6/4/13

RECEIPT AND USE OF HAVA FUNDS FOR FEDERAL ELECTION ADMINISTRATION ACTIVITIES

This agreement is between the State of Florida, Department of State, Division of Elections ("Department"), R.A. Gray Building, 500 South Bronough Street, Tallahassee, FL 32399-0250 and The Honorable David H. Stafford, Supervisor of Elections ("Supervisor"), on behalf of Escambia County, 213 Palafox Place, 2nd fl, Pensacola FL 32502. This agreement is effective as of the date fully executed by the parties.

I. GOVERNING LAW

The Department is authorized pursuant to specific appropriation 3078 of the 2015-2016 General Appropriations Act (see Section 6, Chapter 2015-232, Laws of Florida), to disburse a total of \$2,000,000 from the Federal Grants Trust Fund (HAVA Account # 261011) to the county supervisors of elections for the fiscal year 2015-2016 ("FY 2015-2016 funds"). Therefore, funds are made available through section 251 of the Help America Vote Act of 2002 (HAVA) and the Catalog of Federal Domestic Assistance (CFDA) 90.401, Help America Vote Act Requirements Payments for improving the administration of federal elections.

Specific Appropriation 3078 proviso language authorizing the use of funds is attached hereto as **Attachment A.**

II. Scope of Use and Restrictions

- A. Scope of Work. The Supervisor shall only use the FY 2015-2016 funds to provide services for one or more of the following federal election administration scope of work in the following categories (the Federal Election Activities Plan, Attachment B (template), contains more specific examples).
 - Voter Education
 - Poll Worker Training
 - Standardizing Election Results Reporting
 - Other Federal Election Administration Activities, as approved by the Department of State.

B. Deliverables.

Payment 1, Deliverable/Task 1:

- Payment will be a fixed price in the amount identified in **Attachment C**. Any expenses made must relate to the activities as identified in the originally approved or subsequently revised and approved Federal Election Activities Plan (**Attachment B**) and all required documents under Section III (A) provided in this contract.
- C. Length of Agreement. This agreement shall begin the date the agreement is signed by both the Supervisor and the Department and continue until all grant funds have been expended.

- D. Minimum Performance Standards. The Supervisor shall submit an annual report (DS-DE 128, Revised 11-15-13) by December 31 of every year until the funds are expended to show the deliverables have been achieved. The Supervisor must attach to the report billing or itemized receipts in support of the expenditures for the services or products used to provide voter education concerning voting procedures, voting rights or voting technology, and/or poll worker training payroll registers, as well as MOVE Act Implementation and Maintenance and Software and Hardware Technology as described in Attachment B.
- E. Interest bearing account/public depository and accounting. The Supervisor must establish and maintain the FY 2015-16 funds in an interest bearing account in a "qualified public depository" as defined by section 280.03, Florida Statutes. The Supervisor must segregate federal funds and required county matching dollars in a separate account established to hold only such funds or in an account in which funds may be tracked by different account codes. For example, do not comingle HAVA funds for voting systems assistance with funds for voter education.

Funds in this account must be used only for the activities for which the funds were received. Funds shall remain in the account to be used for the same purposes for subsequent years or until such funds are expended.

Please note that separate public depository requirements apply under chapter 280, Florida Statutes, but are outside the scope of enforcement of this agreement. The Supervisor will be required to execute and retain in the official records a <u>Public Deposit Identification and Acknowledgment Form (DFS-J1-1295)</u> and to submit a <u>Public Depositor Annual Report to the Chief Financial Officer (DFS-J1-1009)</u> to the Public Deposits Program, Florida Department of Financial Services. Refer to <u>The Department of Financial Services Collateral Management for Governmental Units page</u> for more information, or contact the Program Administrator at 850-413-3360.

The Supervisor shall maintain separate accounting records for each of the funding sources identified under its plan submitted pursuant to this agreement.

F. Restrictions. Funds will be used to support election activities related only to federal elections (that is, elections in which a federal candidate is on the ballot). If any of these funds are used for an election in which a federal candidate is not on the ballot, the cost must be pro-rated for the portion of the expenditure that is allocable to a federal election.

Funds may not be used to support state or federal lobbying activities but this does not affect the right, or that of any other organization to petition Congress, or any other level of Government, through the use of other resources.

III. DISBURSEMENT

The Department shall distribute to each eligible county supervisor of elections upon request an amount equal to the funding level per voter multiplied by the number of active registered voters in the county for the 2014 General Election. The Supervisor shall receive a sum certain as outlined in **Attachment C**.

- A. Submissions. Prior to receipt of FY 2015-2016 funds under this agreement, the Supervisor must additionally submit to the Department:
 - A <u>Federal Election Activities Plan</u> (DS-DE 126, Revised 6/4/2014) that contains a detailed description of the programs that will be implemented. Boxes should be marked for federal election administration activities that will be used as well as for all sources of funding that apply, i.e. include the source of funds (federal, county matching funds, interest earned and other county funds (local) being used for each federal election activity set forth in the plan. This form is attached hereto as **Attachment B.** Please provide SAMPLES of all voter education printed documents and transcripts of audio and video recordings or clips.
 - A <u>written certification</u> from the county governing body (e.g. Board of County Commissioners) (DS-DE 127, Revised 6/4/2013) that matching funds will be provided in an amount equal to fifteen percent (15%) of the amount to be received from the state.
 - This form is attached hereto as **Attachment D.** If the county governing body fails to appropriate the matching funds, the Supervisor must return or repay to the State the portion of the funds for which the matching funds applied.
 - A completed <u>ED Form GCAS-009</u> (6/88), entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions", and attached hereto as Attachment E. [Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, prohibits the disbursement of federal funds to the intended recipient of such funds or to any sub-recipient thereunder unless such recipient and each sub-recipient, if any, certify that they are not excluded or disqualified from receiving federal funds by any federal department or agency.]
 - A completed "Certificate of Equipment for Casting and Counting Ballots" (DS-DE 135, Effective 7/10/13), attached hereto as Attachment F. This is required if the request, in part or in full, is to use HAVA funds for the purpose of purchasing emerging or enhancing software and hardware technology.

IV. Electronic Payments

The Supervisor may choose to use electronic funds transfer (EFT) to receive grant payments. All Supervisors wishing to receive their award through electronic funds transfer must submit a

Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit http://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf. This page also includes tools and information that allow you to check on payments.

V. Monitoring, Audits, and Reports

The administration and use of funds are subject to monitoring, audits, and reports as follows:

A. Monitoring.

In addition to reviews of audits conducted in accordance with 2 CFR 2 §200.328, as revised, and Section 215.97, F.S., (see **Attachment G**) monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR 2 §200.328, as revised, and/or other procedures. By entering into this agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes the Department deems appropriate.

The Department shall closely monitor the Supervisors' annual expenditure reports to ensure that the Supervisors expend HAVA funds in accordance with approved plans and will require reimbursement for all expenditures not approved or otherwise authorized. Also, the Department shall ensure that Supervisors report the expenditures made with HAVA funds separately from expenditures made with county funds.

For additional guidance to state and federal monitoring and auditing requirements, refer to: http://election.dos.state.fl.us/hava/index.shtml and http://www.eac.gov.

- **B.** Financial reports. The Supervisor shall submit the following written financial reports to the Department:
 - Expenditure report. This report is due every year in which HAVA funds remain and/or are expended. If expenses are made at any time from the date of initial receipt of the FY 2015-2016 Federal Election Activities grant funds through September 30 of the year received, the first report is due on December 31 of that year. Thereafter, an expenditure report is only due on December 31 of every year in which expenditures were made and/or funds remain to cover the preceding October 1st through September 30th period until all funds are fully expended. The Supervisor shall indicate on the report if the funds are fully expended during the expenditure period being reported.

The report shall be filed using Form DS-DE 128 (rev. 11-15-13) provided by the Department. The report must include documentation (such as appropriation statement, committee meeting minutes approving appropriation, or account statement) that the county governing body appropriated matching funds as certified in Section III. Disbursements, Section A. Submissions, Bullet number 2. Failure to appropriate the

county matching funds or reversion of those funds back to the county for any reason must be reported to the Department.

Each financial report shall include the billing or itemized receipts in support of the expenditures for the services or products used. The voter education publications must provide voter education concerning voting procedures, voting rights or voting technology. If deemed necessary after review of a financial report, you may be asked and will be required to provide any requested supplemental documentation. For products, documentation may include a copy of or the actual product or publication and an indication of how many individual items were produced or printed. For services, documentation may include a copy of or the actual newspaper article, audio recording, or video clip and/or template or transcript thereof, and an indication of how many times it was published, aired, or accessed, or a copy of the graphics template and content layout for a special created webpage.

 Annual remaining balance report. Supervisors of Elections shall report to the Department of State any unspent funds remaining on June 30 of each fiscal year. The report form (DS-DE 129, Revised 7/5/11) will be provided by the Department. This report is due on or before July 31 of every year until such funds are fully expended.

C. Reporting Requirements

Copies of financial reporting packages as described in section .320(c), 2 CFR 2 §200.328 (as revised) for audits conducted by or on behalf of the Recipient pursuant to **Attachment G** of this agreement, shall be submitted as required to:

Department of State
Division of Elections
R.A. Gray Building, Ste 316
500 S. Bronough St.
Tallahassee, FL
32399-0250
Department of State
Office of Inspector General
R.A. Gray Bldg., Rm. 114-A
500 S. Bronough Street
Tallahassee, FL
32399-0250
32399-0250

Auditor General's Office Room 401, Pepper Bldg 111 West Madison St. Tallahassee, FL 32399-1450 Federal Audit Clearinghouse Bureau of the Census 1201 East 10th St. Jeffersonville, IN 47132

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), 2 CFR 2 §200.328 (as revised).

Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely and in accordance with 2 CFR 2 §200.328, the Florida Statutes, and Chapter 10.550 (local governmental entities) of the Rules of the Auditor General, whichever is applicable

(http://www.myflorida.com/audgen/pages/localgovt.htm). The correspondence accompanying the financial reporting package forwarded to the Department must include the date the Recipient received the reporting package.

VI. RECORD RETENTION

The Supervisor shall keep and maintain accurate and detailed records (e.g., invoices, receipts, and other documentation) sufficient to identify how and whether expenditures were used for authorized purposes, to support financial reporting, and to conduct audits as may be required or requested. In accordance with **Attachment A**, these records must be retained for five fiscal years after the last report that all funds have been fully expended or funds are returned by the county, or three years after the date an audit report is issued, whichever is earlier. The Supervisor shall allow the Department or its designee, CFO, or Auditor General access to such records, including the audit working papers upon request. **Failure to provide adequate documentation shall result in a request to return the funds to the Department.**

VII. INCORPORATED DOCUMENTS

This agreement incorporates by reference the following documents:

- Attachment A: General Appropriations Act Proviso Language
- Attachment B: Federal Election Activities Plan (Form DS-DE 126, rev. 6/4/2014)
- Attachment C: Federal Election Activities-Funds Allocation per County/County Matching Funds
- Attachment D: Certificate Regarding Matching Funds (Form DS-DE 127, rev. 6/4/2013).
- Attachment E: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (ED federal form GCS-009, v. 6/88)
- Attachment F: Certificate of Equipment for Casting and Counting Ballots (Form DS-DE 145, rev. 07/10/2013)
- Attachment G: Single Audit Act Requirements and Exhibit I

VIII. ENTIRETY OF THE AGREEMENT

All terms and conditions of this agreement are fully set forth in this document and attachments incorporated by reference and shall be governed by the laws of the State of Florida regardless of any conflict of laws provisions. In any proceeding or action brought under this section, the parties agree that proper venue will be in Leon County, Florida. The Department shall not be liable for attorney fees, interest, late charges or service fees, or costs of collection related to this agreement.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their undersigned officials as duly authorized.

County Supervisor of Elections:	FL Department of State/Division of Elections
By: 1 M. 4	Ву:
David H. Stafford, Supervisor of Elections (print name/title)	(print name/title)
County FEID Number: 59-6000598	. And Congradion is the
Witness: Keelie A. Sekerka	Witness:
Date: _ 9.24-15	Date:

Please complete, sign & return this agreement and the required certifications to:
Joyce Durbin, HAVA Funds Coordinator, Florida Department of State, Division of Elections,
R.A. Gray Building, Room 316, 500 South Bronough Street, Tallahassee, Florida 32399-0250



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-9159 County Administrator's Report 12. 12.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 11/05/2015

Issue: Purchase Orders in Excess of \$50,000 - Waste Services Department

From: Pat Johnson, Department Director

Organization: Waste Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Fiscal Year 2015/2016 Purchase Order in Excess of \$50,000 for the Waste Services Department - Patrick T. Johnson, Waste Services Department Director

That the Board authorize the County to utilize the Florida Sheriff's Association Contract for Tire and Related Services, Contract #15/17-07-0220, and issue a Purchase Order in the amount of \$165,000, to Bridgestone Americas, Inc., d/b/a GCR Tire Center, for Fiscal Year 2015/2016, to provide tire and related services for the Waste Services Department, in accordance with the Escambia County Code of Ordinances, Chapter 46, Article II Purchases and Contracts and Purchasing Policy Procedure No: PP-120/PP-130, and PD 14-15.087.

The Invitation to Bid PD 14-15.087 Tire Purchase and Installation for County Vehicles was posted in the Pensacola News Journal on August 17, 2015. The Invitation to bid was open for 30 days, and closed with no bids having been received on September 16, 2015.

[Funding: Fund 401, Solid Waste Fund, Cost Centers 230301, 230304, 230306, 230307, 230314; Object Code: 54601]

BACKGROUND:

The Invitation to Bid PD 14-15.087 Tire Purchase and Installation for County Vehicles was posted in the Pensacola News Journal on August 17, 2015. The Invitation to bid was open for 30 days, and closed with no bids having been received on September 16, 2015. The Purchase of Tires and Installation for County Vehicles is available on the Florida Sheriff's Association Contract for Tire and Related Services, Contract #15/17-07-0220. The option to utilize the Florida Sheriff's Association Tire & Related Services Contract is available to Waste Services as well as other County departments, at a most favorable customer rate.

BUDGETARY IMPACT:

Funding is available in Fund 401, Solid Waste Fund; Cost Centers 230301, 230304, 230306, 230307, 230314; Object Code: 54601

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Chapter 46, Article II Purchases and Contracts of the Escambia County Code of Ordinances, Purchasing Policy PP120 and PP130, and PD 14-15.087.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Department will issue a purchase requisition as soon as possible, in accordance with the adopted Fiscal Year 2015/16 Budget.

Attachments

Brd Mins 10_08_2015
Listing of POs Over \$50K
FSA Bid Award

RESUME OF THE REGULAR BCC MEETING - Continued

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 20. Continued...

	PRIDE Enterprises Vendor Number: 164981 Park/Playground Improvements		
C.	Fund: 001 (General) Cost Center: 350226 (Park Maintenance) Fund: 352 (Local Option Sales Tax III) Cost Center: 350229 (Park Capital Projects)	\$80,000	

Approved 5-0

Purchase Orders in excess of \$50,000, for the Fiscal Year 2015-2016, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Waste Services Department.

Approved 5-0

22. <u>Recommendation:</u> That the Board approve a Single Source Procurement with Thompson Tractor Company for dealer-certified rebuild of a Caterpillar D8T truck type tractor, PN 58960, for the amount of \$400,105 (Funding: Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 56401).

Approved 5-0

WASTE SERVICES DEPARTMENT PURCHASE ORDERS \$50,000 AND OVER FISCAL YEAR 2015-2016

Ven	dor/Contractor	Amount	Contract #
1.	Allied Waste Services of NA Vendor Number: 010420 Roll-Off Container Hauling Fund: 401 Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station)	\$ 50,000	PD 12-13.011 Exp: 2/1/16
2.	Blue Arbor Staffing & Employee Screening, Inc. Vendor Number: 023818 Employment Services, Term Fund: 401 Cost Center: 230301 (Administration) Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230314 (Operations)	\$ 250,000	PD 14-15.041
3.	Bridgestone Americas, Inc. d/b/a GCR Tire Center Vendor Number: 025944 Repairs and Maintenance Fund: 401 Cost Center: 230301 (Administration) Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230314 (Operations	\$ 165,000	FL Sheriffs Assoc. 15/17-07-220 Exp: 2/28/17
4.	LFG Technologies, Inc. Vendor Number: 120081 Other Contractual Services and Repairs and Maintenance For Gas to Energy System Fund: 401 Cost Center: 230308 (Gas to Energy)	\$ 100,000	PD 07-08.111 5 YR Operations & Maintenance Agreement Extended by BCC 5-15-14
5.	R.K. Allen Oil Company, Inc. Vendor Number: 011470 Lubrication Products, Anti-freeze And Brake Fluid Fund: 401 Cost Center 230306 (Recycling) Cost Center 230307 (Transfer Station) Cost Center: 230314 (Operations)	\$ 50,000	PD 13-14.053 Exp: 6/26/17

WASTE SERVICES DEPARTMENT PURCHASE ORDERS \$50,000 AND OVER FISCAL YEAR 2015-2016

<u>Vendor</u>	r/Contractor	An	nount		Contract #
Ve W Fu	outhern Haulers, LLC. endor: 194127 /aste Hauling und: 401 ost Center: 230307 (Transfer Station)	\$	175,000		PD 13-14.041
Ve Pr Ti Ce Ce	CS Engineers, Inc. endor Number: 190025 rofessional Services for itle V Compliance Reporting ost Center: 230304 (EEQ) ost Center: 230309 (Closed Landfills) ost Center: 230316 (Saufley Field)	\$	90,000		PD 13-14.038
Vé Ré Ci Ci Ci Ci Ci Ci	hompson Tractor endor Number: 201640 epairs and Maintenance/Rentals/Rebuilds und: 401 ost Center: 230304 (EEQ) ost Center: 230306 (Recycling) ost Center: 230307 (Transfer Station) ost Center: 230308 (Gas to Energy) ost Center: 230309 (Closed Landfills) ost Center: 230314 (Operations) ost Center: 230315 (Projects) ost Center: 230316 (Saufley Field)	\$	380,000		Original Equipment Manufacturer
As Fu Co Co Co Co Co Co	, .	\$	100,000	Vendor No. 160	
b. с.				Vendor No. 182 Vendor No. 133	

WASTE SERVICES DEPARTMENT PURCHASE ORDERS \$50,000 AND OVER FISCAL YEAR 2015-2016

Vendor/Contractor		Amount	Contract #
10.	General Paving and Drainage Contract Paving and Drainage Projects Fund: 401 Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230308 (Gas to Energy) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects) Cost Center: 230316 (Saufley Field)	\$ 250,000	PD 14-15.064
	 a. Panhandle Grading & Paving, Inc b. Roads, Inc. of NWF c. Midsouth Paving, Inc. d. Utility Service Co., Inc. e. Gulf Atlantic Constructors, Inc. f. Heaton Brothers Construction Co., Inc. g. Allsouth Construction Services, LLC h. Chavers Construction i. J Miller Construction, Inc. j. Infrastructure Specialty Services, Inc. 		Vendor No. 160114 Vendor No. 182328 Vendor No. 133305 Vendor No. 211593 Vendor No. 843895 Vendor No. 081314 Vendor No. 420550 Vendor No. 032335 Vendor No. 133404 Vendor No. 420809



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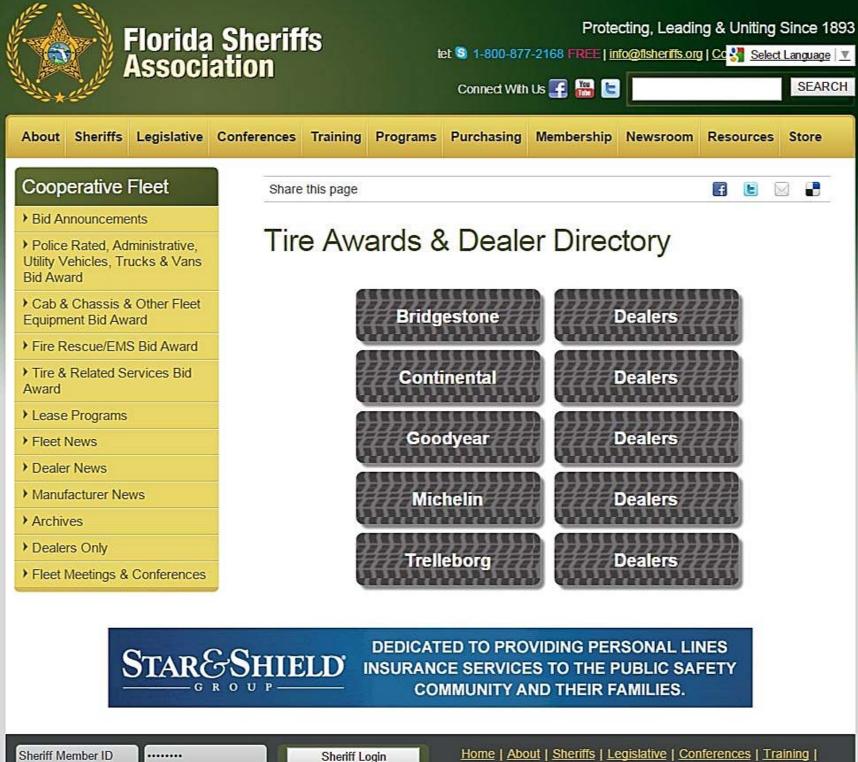
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BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-9274 County Administrator's Report 12. 13.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 11/05/2015

Issue: Amendment to Interlocal Agreement Relating to the FY 15/16 Funding

of PEDC

From: Katie Macarthur, Director's Aide
Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Amendment to Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola Relating to the Fiscal Year 2015/2016 Funding of the Pensacola-Escambia County Promotion and Development Commission - Amy Lovoy, Assistant County Administrator

That the Board approve and authorize the Chairman to sign the Amendment to Interlocal Agreement between Escambia County and the City of Pensacola Relating to the Fiscal Year 2015/2016 Funding of the Pensacola-Escambia County Promotion and Development Commission, to amend the City of Pensacola's contribution from \$120,000 to \$150,000.

[Funding: Fund 102, Economic Development Fund, Cost Center 360704]

BACKGROUND:

On October 8, 2015, the parties previously entered into an Interlocal Agreement relating to the FY 15/16 funding of the Pensacola-Escambia County Promotion and Development Commission (PEDC). The County agreed for FY 15/16 that the County shall contribute to the PEDC \$550,000 and the City shall contribute \$150,000.

This Amendment is to amend and correct the City's contribution amount from \$120,000 to \$150,000.

BUDGETARY IMPACT:

Fund 102, Economic Development Fund, Cost Center 360704.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed the Amendment.

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of this Amendment is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

PEDC Amendment

STATE OF FLORIDA COUNTY OF ESCAMBIA

AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF PENSACOLA RELATING TO THE FY 2015-2016 FUNDING OF PENSACOLA-ESCAMBIA COUNTY PROMOTION AND DEVELOPMENT COMMISSION

THIS AMENDMENT TO THE INTERLOCAL AGREEMENT is made and entered into this ___ day of _____, 2015, by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and the City of Pensacola, a municipal corporation created and existing under the laws of the State of Florida, (hereinafter referred to as the "City") with administrative offices at 180 Governmental Center, Pensacola, Florida 32502 (each being at times referred to as a "party").

WITNESSETH:

WHEREAS, on October 8, 2015, the parties previously entered into an Interlocal Agreement relating to the FY 2015-2016 funding of Pensacola-Escambia County Promotion and Development Commission (hereinafter referred to as "PEDC"); and

WHEREAS, the parties have agreed to amend the Agreement to increase the City's contribution; and

WHEREAS, as a result of said revision, Escambia County and the City of Pensacola now jointly find it in the best interest of the health, safety and welfare of the citizens that the Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree to amend the Interlocal Agreement as follows:

- 1. That the foregoing recitals are declared to be true and correct and are incorporated herein by reference.
 - 2. That paragraph 2.1 of the Agreement is hereby amended as follows:

As set out in Chapter 89-481, Laws of Florida, the fiscal contribution of the City and the Fiscal contribution of the County are to be established yearly by Interlocal Agreement. Therefore, the City and the County agree for FY 2015-2016 that the County shall contribute to the PEDC the amount of Five Hundred Fifty Thousand Dollars (\$550,000.00) and the City shall contribute to the PEDC the amount of and One Hundred Twenty Thousand Dollars

(\$120,000.00) One Hundred Fifty Thousand Dollars (\$150,000.00). Each shall reflect such contributions in their respective budgets.

- 3. That the parties hereby agree that all other provisions of the Agreement not in conflict with the provisions of this Amendment shall remain in full force and effect.
- 4. That this Amendment to the Agreement shall become effective when filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.
- 5. That the Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state and federal court action or other proceeding relating to any matter, which is the subject of the Agreement, shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates, under each signature:

9.00	te levri ette en mere leneme mis en montanismot, mon	5	
		COUNTY: ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners	
		By Steven Barry, Chairman	
ATTEST:	Pam Childers Clerk of the Circuit Court	Date:	
		BCC APPROVED:	
Deputy Cl	erk	CITY: The City of Pensacola, a Florida Municipal Corporation	
	Ericka Burnett Clerk of the City of Pensacola	By: Ashton J. Hayward, III, Mayor	
By: Clerk		Date:	
By:	torney	Approved as to form a sufficiency.	and leg



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-9250 County Administrator's Report 12. 14.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 11/05/2015

Issue: Amendment of Agreement PD 14-15.036 for Consulting Services for

Perdido Key Master Plan

From: Claudia Simmons, Purchasing Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment of Agreement for Consulting Services for Perdido Key Master Plan - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Amendment of Agreement for PD 14-15.036, Professional Consulting Services for Perdido Key Master Plan, approved by the Board on May 7, 2015, between Escambia County, Florida, and Duany Plater-Zyberk, to reflect that Duany Plater-Zyberk & Company, LLC, formally changed its name to DPZ Partners, LLC.

BACKGROUND:

The agreement between Escambia County and Duany Plater-Zyberk & Company for Professional Consulting Services for the Perdido Key Master Plan was approved by the Board of Commissioners on May 7, 2015. The only change to the Agreement PD14-15.036 is the name change for the consultant.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Amendment of Agreement prepared by Kristin Hual, Asst. County Attorney

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Amendment of Agreement.

Attachments

<u>05-07-2015 Board's Minutes Page</u> <u>Amendment of Agreement</u>

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

<u>COUNTY ADMINISTRATOR'S REPORT</u> – Continued

III. FOR DISCUSSION

1. PD 14-15.036 ►

Motion made by Commissioner Underhill, seconded by Commissioner May, and carried unanimously, approving, and authorizing the County Administrator to sign, the Agreement between Escambia County and Duany Plater-Zyberk & Company, LLC, per the terms and conditions of Contract PD 14-15.036, "Perdidio Key Master Plan," for a lump sum of \$153,704, and allowances for reimbursable expenses of \$15,000, for a total of \$168,704, to be funded out of General Fund Reserves.

2 <u>Discussion Concerning Issues Pertaining to Firefighters - Jack R. Brown, County Administrator</u>

The Board discussed issues pertaining to firefighters and took no action.

<u>For Information:</u> The Board also viewed and discussed a PowerPoint Presentation concerning these issues during Agenda Work Session.

3. Special Terminal Payment Plan

Motion made by Commissioner May, seconded by Commissioner Robertson, and carried unanimously, approving the following Special Terminal Payment Plan (STPP), applicable to the following specific employees who were working at the Central Booking and Detention facility on April 30, 2014, when the building incurred significant and substantial damage from an explosion: Tamara Amaral, Kelley Bradford, April Brown, Theresa Dumas, Heather Gresham, Eve Harris, Calvin Lymons, Joseph Ryals, Sherri Sullivan, Joyce Montgomery, and Kassie Thompkins.

The Special Terminal Payment Plan administration is as follows:

- A. Its application is ONLY to the aforementioned specific employees;
- B. This program is not a precedent, nor is it to be used as a precedent, for any other event that may have occurred in the past or may occur in future regarding Escambia BCC employees;

(Continued on Page 27)

AMENDMENT OF AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES (PD 14-15.036)

THIS AMENDMENT is made and entered into this ______ day of ______ 2015, by and between Escambia County, Florida, a political subdivision of the State of Florida, with the administrative address of 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "the County") and DPZ Partners, LLC formerly Duany Plater-Zyberk & Company, LLC, with a federal employer identification number of 20-2563570, and whose business address is 1023 Southwest 25th Avenue, Miami, Florida 33135 (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, on May 7, 2015, the County entered into an agreement for professional consulting services with Duany Plater-Zyberk & Company, LLC (PD 14-15.036); and

WHEREAS, on or about January 27, 2015, Consultant's Articles of Organization were formally amended to change the name of the company to DPZ Partners, LLC; and

WHEREAS, as a result of said name change, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the Parties agree to amend the Agreement as follows:

- 1. That the foregoing recitals are true and correct and incorporated herein by reference.
- 2. That the Agreement for Professional Consulting Services, dated May 7, 2015, is amended to reflect that Duany Plater-Zyberk & Company, LLC formally changed its name to DPZ Partners, LLC, but the Consultant has not changed any other corporate formalities.
- 3. That the Parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.
- 4. That the effective date of this Amendment shall be on the date last executed by the Parties.
- 5. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature:

Witness	COUNTY: ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners. By: Jack R. Brown, County Administrator
Witness	
	CONSULTANT: DPZ PARTNERS, LLC, formerly DUANY PLATER-ZYBERK & COMPANY, LLC By:
Witness	Managing Member
Witness	Date:

Approved as to form and legal sufficiency.

Date:



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-9276 County Administrator's Report 12. 15.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 11/05/2015

Issue: Contract Award for Local Agency Program Agreement Project C.E.I.

(Construction Engineering Inspections) for CR 99 CR 196

From: Claudia Simmons, Purchasing Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Contract Award for Local Agency Program Agreement Project C.E.I. (Construction Engineering Inspections) for County Road 196 (CR 97 to CR 99) and County Road 99 (CR 196 to CR 97A) Paved Shoulders - Claudia Simmons, Purchasing Manager, Office of Purchasing

That the Board take the following action regarding PD 14-15.052, Local Agency Program Agreement Project C.E.I. (Construction Engineering Inspections) for County Road 196 (CR 97 to CR 99) and County Road 99 (CR 196 to CR 97A) Paved Shoulders:

- A. Rescind the Board's action of July 23, 2015, approving, and authorizing the County Administrator to sign, the Agreement between Escambia County and Hatch Mott MacDonald Florida, LLC, per the terms and conditions of:
- 1. PD 14-15.052-A, Local Agency Program Agreement Project C.E.I. (Construction Engineering Inspections) for County Road (CR) 196 (CR 97 to CR 99) Paved Shoulders CEI, Financial Management No. 429670-2-68-01, Federal-Aid Project No. 8886-498-A, for a lump sum of \$119,949.47; and
- 2. PD 14-15.052-B, Local Agency Program Agreement Project C.E.I. (Construction Engineering Inspections) for CR 99 (CR 196 to CR 97A) Paved Shoulders CEI, Financial Management No. 429670-4-68-01, Federal-Aid Project No. 8886-499-A, for a lump sum of \$253,251.42, for a combined total of \$373,200.89; and
- B. Approve, and authorize the County Administrator to sign, the Agreement between Escambia County and Hatch Mott MacDonald Florida, LLC, per the terms and conditions of PD 14-15.052-A and PD 14-15.052-B, as noted below, with additional contractual exhibits from the Florida Department of Transportation (FDOT):
- 1. PD 14-15.052-A, Local Agency Program Agreement Project C.E.I. (Construction

Engineering Inspections) for County Road (CR) 196 (CR 97 to CR 99) Paved Shoulders CEI, Financial Management No. 429670-2-68-01, Federal-Aid Project No. 8886-498-A, for a lump sum of \$119,949.47; and

2. PD 14-15.052-B, Local Agency Program Agreement Project C.E.I. (Construction Engineering Inspections) for CR 99 (CR 196 to CR 97A).

[Funding: Fund 352, LOST III, Cost Center 210110, Object Code 56301, Project Number 13EN3075 - \$119,949.47; Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 14EN3085 - \$253,251.42]

BACKGROUND:

Request for Letters of Interest, PD 14-15.052, Local Agency Program Agreement Project C.E.I. (Construction Engineering Inspections) for CR 99 (CR 196 to CR 97A) Paved Shoulders CEI, Financial Management No. 429670-4-68-01, Federal-Aid Project No. 8886-499-A and Local Agency Program Agreement Project C.E.I. (Construction Engineering Inspections) For CR 196 (CR 97 to CR 99) Paved Shoulders CEI, Financial Management No. 429670-2-68-01, Federal-Aid Project No. 8886-498-A were publicly noticed on Monday, April 13, 2015 to 212 known firms. Responses were received from five firms on Tuesday, April 21, 2015. Hatch Mott MacDonald Florida, LLC was ranked #1 by the selection committee.

Hatch Mott MacDonald Florida, LLC provided their initial fee proposal dated Thursday, May 21, 2015, based on the scope of work in the solicitation as a combined total of \$441,367.14. Negotiations were held on Tuesday, July 7, 2015, established a combined total fee of \$373,200.89.

After Board approval, FDOT required changes in the agreement, which required additional Board approval.

BUDGETARY IMPACT:

[Funding: Fund 352, LOST III, Cost Center 210110, Object Code 56301, Project Number 13EN3075 - \$119,949.47 Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 14EN3085 - \$253,251.42]

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract Form G, Consulting Services for Stand-Alone Services.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

Request for Letters of Interest, PD 14-15.051, Local Agency Program Agreement Project C.E.I. (Construction Engineering Inspections) For CR 99 (CR 196 to CR 97A) Paved Shoulders CEI, Financial Management No. 429670-4-68-01, Federal-Aid Project No. 8886-499-A and Local Agency Program Agreement Project C.E.I. (Construction Engineering Inspections) For CR 196 (CR 97 to CR 99) Paved Shoulders CEI, Financial Management No. 429670-2-68-01, Federal-Aid Project No. 8886-498-A were publicly noticed on Monday, April 13, 2015 to 212 known firms. Responses were received from five firms on Tuesday, April 21, 2015. Hatch Mott MacDonald Florida, LLC was ranked #1 by the selection committee.

Hatch Mott MacDonald Florida, LLC provided their initial fee proposal dated Thursday, May 21, 2015, based on the scope of work in the solicitation as a combined total of \$441,367.14. Negotiations were held on Tuesday, July 7, 2015, established a combined total fee of \$373,200.89.

After Board approval, FDOT required changes in the agreement, which required additional Board approval.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form G, Consulting Services for Stand-Alone Services and Purchase Order.

Attachments

07-23-2015 Board's Minutes Page

<u>Agreement</u>

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

- II. BUDGET/FINANCE CONSENT AGENDA Continued
- 1-22. Approval of Various Consent Agenda Items Continued
 - 7. See Page 26.
 - 8. Approving Budget Amendment Request #195, Other Grants and Projects (110), in the amount of \$12,604, to recognize a reallocation of operating funds to salaries to cover personnel expenses associated with the water quality monitoring of Jones Creek and Bayou Chico required by the Jones Creek East Stream Grant.
 - 9. Adopting the Resolution (R2015-99) approving Supplemental Budget Amendment #199, Escambia County Restricted Fund (101), in the amount of \$1,425, to recognize summer camp registrations and to appropriate these funds for summer camp expenses and other activities held at the community centers.
 - 10. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County and Hatch Mott MacDonald Florida, LLC, per the terms and conditions of:
 - A. PD 14-15.052-A, Local Agency Program Agreement Project C.E.I. (Construction Engineering Inspections) for County Road (CR) 196 (CR 97 to CR 99) Paved Shoulders CEI, Financial Management No. 429670-2-68-01, Federal-Aid Project No. 8886-498-A, for a lump sum of \$119,949.47; and
 - B. PD 14-15.052-B, Local Agency Program Agreement Project C.E.I. (Construction Engineering Inspections) for CR 99 (CR 196 to CR 97A) Paved Shoulders CEI, Financial Management No. 429670-4-68-01, Federal-Aid Project No. 8886-499-A, for a lump sum of \$253,251.42, for a combined total of \$373,200.89.
 - (Funding: Fund 352, Local Option Sales Tax [LOST] III, Cost Center 210107, Object Code 56301, Project Number 14EN3075 \$119,949.47; Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 14EN3085 \$253,251.42)
 - 11. Awarding a Purchase Order for PD 14-15.062, for the Mail Out of First Class Notices, to Evergreen of Pensacola Corp., in the estimated amount of \$56,880 (Funding: Fund 143, Fire Protection Fund. Cost Center 330206, Object Code 54701).

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

Hatch Mott MacDonald Florida, LLC

PD 14-15.052-A, Local Agency Program Agreement Project C.E.I. (Construction Engineering Inspections) For CR 196 (CR 97 to CR 99) Paved Shoulders CEI Financial Management No. 429670-2-68-01
Federal-Aid Project No. 8886-498-A

PD 14-15.052-B, Local Agency Program Agreement Project C.E.I. (Construction Engineering Inspections) For CR 99 (CR 196 to CR 97A) Paved Shoulders CEI Financial Management No. 429670-4-68-01 Federal-Aid Project No. 8886-499-A

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised July 11, 2013)

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AGREEMENT

THIS AGREEMENT is made and entered into this 23th day of July, 2015, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Hatch Mott MacDonald Florida, LLC, a for-profit corporation authorized to transact business in the State of Florida, whose address is 220 West Garden Street, Suite 700, Pensacola, Florida 32502, and whose Federal tax identification number is 59-1294824 (hereinafter referred to as the "Consultant").

ARTICLE I DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

- 1.1 <u>BOARD OF COUNTY COMMISSIONERS:</u> The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.
- 1.2 <u>CONSULTANT:</u> Hatch Mott MacDonald Florida, LLC is the Consultant selected to perform professional services pursuant to this Agreement.
- 1.3 <u>CONTRACT ADMINISTRATOR:</u> Whenever the term "Contract Administrator" is used herein, it is intended to mean Liz Bush, Senior Engineering Project Coordinator, Public Works/Engineering. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.4 <u>CONTRACT SERVICES:</u> The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.
- 1.5 <u>COUNTY:</u> Escambia County is a body corporate and politic and a political subdivision of the State of Florida.
- 1.6 <u>LUMP SUM COMPENSATION</u>: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.
- 1.7 <u>NOTICE TO PROCEED:</u> A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.
- 1.8 <u>PROJECT:</u> It is the intent of this Agreement that the Consultant provide to the County certain professional services for:

PD 14-15.052-A, Local Agency Program Agreement Project C.E.I. (Construction Engineering Inspections) For CR 196 (CR 97 to CR 99) Paved Shoulders CEI Financial Management No. 429670-2-68-01

Federal-Aid Project No. 8886-498-A

PD 14-15.052-B, Local Agency Program Agreement Project C.E.I. (Construction Engineering Inspections) For CR 99 (CR 196 to CR 97A) Paved Shoulders CEI Financial Management No. 429670-4-68-01 Federal-Aid Project No. 8886-499-A

ARTICLE 2 PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 14-15 in the amount of Three Hundred Seventy Three Thousand Two Hundred Dollars and Eight Nine Cents (\$373,200.89) for this Project.
- 2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.
- 2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3 SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 14-15.051-A, Local Agency Program Agreement Project C.E.I. (Construction Engineering Inspections) For CR 196 (CR 97 to CR 99) Paved Shoulders CEI, Financial Management No. 429670-2-68-01, Federal-Aid Project No. 8886-498-A and PD 14-15.051-B, Local Agency Program Agreement Project C.E.I. (Construction Engineering Inspections) For CR 99 (CR 196 to CR 97A) Paved Shoulders CEI, Financial Management No. 429670-4-68-01, Federal-Aid Project No. 8886-499-A, and as represented in the Consultant's Letter of Interest response to PD 14-15.052, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

- 3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.
- 3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

- 3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.
 - (a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.
 - (b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.
 - (c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- 3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.
 - The Consultant will promptly advise the County if it finds that the project being (a) designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.
 - (b) The estimated construction contract price for the project described in the Agreement is \$N/A.
- 3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a

construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4 TIME FOR PERFORMANCE

- 4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.
- 4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.
- 4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5 COMPENSATION AND METHOD OF BILLING AND PAYMENT

- 5.1 <u>COMPENSATION:</u> The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of Three Hundred Seventy Three Thousand Two Hundred Dollars and Eight Nine Cents (\$373,200.89). Final payment will be subject to approval by the Board of County Commissioners.
- 5.2 <u>FEE SCHEDULE:</u> The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.
- 5.3 <u>DIRECT EXPENSES</u>: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:
 - (a) Transportation expenses in connection with the Project.

- (b) Living expenses in connection with travel and any other travel expenses.
- (c) Long distance communications and other miscellaneous budget expenses.
- (d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.
- (e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 <u>METHOD OF BILLING AND PAYMENT:</u>

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

- (b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.
- (c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

- (a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.
- (b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.
- (c) Payments and Notices to the Consultant shall be made to:

Hatch Mott MacDonald Florida, LLC 220 West Garden Street, Suite 700 Pensacola, Florida 32502

(d) Invoices to the County shall be sent to: Notices to the County shall be sent to:

Liz Bush Senior Engineering Project Coordinator Public Works/Engineering 3363 West Park Place Pensacola, FL 32501 Jack R. Brown County Administrator P.O. Box 1591 Pensacola, Florida 32597-1591

ARTICLE 6 ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7 COUNTY'S RESPONSIBILITIES

- 7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.
- 7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.
- 7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.
- 7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8 CONSULTANT'S RESPONSIBILITIES

8.1 **QUALITY OF SERVICES**:

- (a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.
- (b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.
- (c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.
- (d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

- (a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.
- (b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.
- (c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9 GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such

ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

- (a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.
- (b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.
- (c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.
- (d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

- (a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of five (5) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.
- (b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which

period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

- (c) The Vendor, FHWA (Federal Highway Administration), DOT (Department of Transportation) and OIG (Office of Inspector General) shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement. Specifically, if the Vendor is acting on behalf of a public agency the Vendor shall:
 - Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Vendor.
 - 2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
 - Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - 4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Vendor shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the Department a copy of the Vendor's response to each such request.

- 9.4 <u>NO CONTINGENT FEES</u>: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
- 9.5 <u>SUBCONTRACTORS</u>: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 <u>ASSIGNMENT</u>: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
- (b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Professional Liability coverage with \$1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than \$5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five** (5) years from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
- (f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Claudia Simmons, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

- (a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.
- (b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

- (b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.
- 9.12 <u>HEADINGS</u>: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.
- 9.13 <u>GRATUITIES</u>: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.
- 9.14 <u>CONFLICT OF INTEREST</u>: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.
- 9.15 <u>SURVIVAL</u>: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.
- 9.16 <u>GOVERNING LAW</u>: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.
- 9.17 <u>INTERPRETATION</u>: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

- (a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.
- (b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.
- 9.18 <u>SEVERABILITY</u>: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.
- 9.19 <u>COMPLIANCE WITH LAWS</u>: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.
- EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of 9.20 Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.
- 9.21 <u>PARTICIPATION IN OTHER PROCEEDINGS</u>: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.
- 9.22 <u>FURTHER DOCUMENTS</u>: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.
- 9.23 <u>NO WAIVER</u>: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Hatch Mott MacDonald Florida, LLC, signing by and through its David Skipper, P.E., Vice President, duly authorized to execute same.

	COUNTY: ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.
	By: Jack R. Brown, County Administrator
Witness	Date:
Witness	BCC Approved: November 5, 2015
	CONSULTANT: Hatch Mott MacDonald Florida, LLC, a Florida Corporation authorized to do business in the State of Florida.
ATTEST: Corporate Secretary	By: David Skipper, P.E., Vice President
By:	Date:

ESCAMBIA COUNTY FLORIDA

REQUEST FOR LETTERS OF INTEREST

Solicitation Identification Number PD 14-15.051

LOCAL AGENCY PROGRAM AGREEMENT PROJECT C.E.I. (CONSTRUCTION ENGINEERING INSPECTIONS) FOR CR 99 (CR 196 TO CR 97A) PAVED SHOULDERS CEI Financial Management No. 429670-2-68-01

Federal-Aid Project No. 8886-498-A

LOCAL AGENCY PROGRAM AGREEMENT PROJECT C.E.I. (CONSTRUCTION ENGINEERING INSPECTIONS) FOR CR 196 (CR 97 TO CR 99) PAVED SHOULDERS CEI Financial Management No. 429670-4-68-01 Federal-Aid Project No. 8886-499-A

Letters of Interest Will Be Received Until: 11:59 p.m. CST, Tuesday April 21, 2015

Office of Purchasing, Room 11.101 213 Palafox Place, Pensacola, FL 32502 Matt Langley Bell III Building Post Office Box 1591 Pensacola, FL 32597-1591

Attention: Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCC

Board of County Commissioners

Steven L. Barry, Chairman Grover C. Robinson, IV, Vice Chairman Lumon J. May Wilson B. Robertson Doug Underhill

> From: Claudia Simmons Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:

Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCCM Purchasing Coordinator Office of Purchasing Matt Langley Bell III Building 213 Palafox Place 2nd Floor, Room 11.101 Pensacola, FL 32502 T: 850.595.4918

T: 850.595.4918 F: 850.595.4805

e-mail: <u>prnobles@myescambia.com</u>

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

Escambia County Florida Request For Letters Of Interest Proposer's Checklist

Solicitation Identification Number PD 14-15.051

LOCAL AGENCY PROGRAM AGREEMENT PROJECT C.E.I. (CONSTRUCTION ENGINEERING INSPECTIONS) FOR CR 99 (CR 196 TO CR 97A) PAVED SHOULDERS CEI

Financial Management No. 429670-2-68-01 Federal-Aid Project No. 8886-498-A

LOCAL AGENCY PROGRAM AGREEMENT PROJECT C.E.I. (CONSTRUCTION ENGINEERING INSPECTIONS) FOR CR 196 (CR 97 TO CR 99) PAVED SHOULDERS CEI

Financial Management No. 429670-4-68-01 Federal-Aid Project No. 8886-499-A

How to Submit Your Proposal

Please review this document carefully. Offers that are accepted by the county are binding contracts. Incomplete proposals are not acceptable. All documents and submittals must be received by the office of purchasing on or before date and hour specified for receipt. Late proposals will be returned unopened.

The County has implemented a new Electronic Submittal Process, which requires the use of GovernmentForms.software®. This software, which generates and posts a customized version the Standard Form (SF) 330 along with the capability to upload other required items, can be downloaded at the following address: http://submittals.myescambia.com/

- GSA Standard Form 330 (the following forms must be submitted in the order listed below)
 - Part II (update if already submitted)
 - o Part I
- Letter Of Interest (PDF)
- Letter From Insurance Carrier as to Capacity to Provide a Certificate Of Insurance as Specified In the "Insurance Requirements"
- Certificate of Authority to do Business from the State Of Florida (Information Can Be Obtained at http://www.sunbiz.org/search.html)

<u>Note</u>: While the following forms are attached to this solicitation. They are provided as an example only. Use the forms listed on http://submittals.myescambia.com/, General Information/Sample Forms/Required Items, they are PDF Forms.

- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions
- Certification Regarding Lobbying
- Disclosure of Lobbying Activities
- Truth in Negotiation Certification
- DBE Participation Statement
- Bid Opportunity List for Professional Consultant Services, And Commodities & Contractual Services
- Certification Regarding E-Verify System

- Sworn Statement Pursuance to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Form
- Information Sheet For Transactions and Conveyances Corporate Identification

The Following Submittals Are Required Upon Notice Of Award:

• Certificate Of Insurance

How to Submit a No Proposal

• If you do not wish to propose at this time, please respond to the Office of Purchasing providing your firm's name, address, a signature, and a reason for not responding in a sealed envelope. This will ensure your company's active status in our vendor's list.

This form is only for your convenience to assist in filling out your proposal. Do not return with your proposal.

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SCOPE OF SERVICES CONSTRUCTION ENGINEERING AND INSPECTION

1.0 PURPOSE:

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the construction projects listed below.

2.0 SCOPE:

Provide services as defined in this Scope of Services, the referenced manuals, and procedures.

The projects for which the services are required are:

Financial Project IDs: 429670-2-68-01

Descriptions: CR 99 (CR 196 to CR 97A) Paved Shoulders Project

County: Escambia

Exercise independent professional judgment in performing obligations and responsibilities under this Agreement.

Services provided by the Consultant shall comply with current Local, State, and Federal manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the County.

On a single Construction Contract, it is a conflict of interest for a professional firm to receive compensation from both the County and the Contractor either directly or indirectly.

Additional work developing within the geographical area of the project may be added at the discretion of the County or FDOT. The Consultant must perform to the satisfaction of the County's representatives for consideration of additional CEI services.

3.0 LENGTH OF SERVICE:

The services for each Construction Contract shall begin upon written notification to proceed by the County.

Track the execution of the Construction Contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by the County has been issued, the Consultant shall be

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ready to assign personnel within two weeks of notification. For the duration of the project, coordinate closely with the County and Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.

For estimating purposes, the Consultant will be allowed an accumulation of thirty (30) calendar days to perform preliminary administrative services prior to the issuance of the Contractor's notice to proceed on the first project and thirty (30) calendar days to demobilize after final acceptance of the last Construction Contract.

The anticipated letting schedules and construction times for the projects are tabulated below:

Construction Contract Estimate			
Financial	Letting Date	Start Date	Duration
Project ID	(Mo/Day/Yr)	(Mo/Day/Yr)	(Days)
429670-2-68-01	03-23-15	06-01-15	420

4.0 **DEFINITIONS**:

- A. <u>Agreement</u>: The Professional Services Agreement between the County and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
- B. <u>Contractor</u>: The individual, firm, or company contracting with the County for performance of work or furnishing of materials.
- C. <u>Construction Contract</u>: The written agreement between the County and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.
- D. <u>County Project Coordinator</u>: The County employee assigned to manage the Construction Engineering and Inspection Contract and represent the County during the performance of the services covered under this Agreement.
- E. <u>Construction Training/Qualification Program</u> (CTQP): The FDOT program for training and qualifying technicians in Aggregates, Asphalt, Concrete, Earthwork, and Final Estimates Administration. Program information is available at CTQP website.

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- F. <u>Consultant</u>: The Consulting firm under contract to the County for administration of Construction Engineering and Inspection services.
- G. <u>Consultant Project Administrator</u>: The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for one or more Construction Projects.
- H. <u>Consultant Senior Project Engineer</u>: The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one or more Construction Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.
- I. <u>District Construction Project Manager</u>: The FDOT employee assigned to provide guidance to the Construction Engineering and Inspection Contract and the County while a project is under construction. The employee will serve as one of primary contact during construction and shall be invited to all pre-construction and progress meetings.
- J. <u>District LAP Administrator:</u> The FDOT administrator of the District's Local Agency Program and a primary contact. Responsible for ensuring all LAP projects follow federal and state guidelines.
- K. <u>Engineer of Record</u>: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.
- L. <u>Operations Engineer:</u> The Engineer assigned to a particular County or area to administer Construction and Maintenance Contracts for the Department.
- M. <u>Public Information Office</u>: The County's office assigned to manage the Public Information Program.
- N. <u>Resident Compliance Specialist:</u> The employee assigned by the Consultant to oversee project specific compliance functions.
- O. <u>District Resident Compliance Specialist:</u> The FDOT employee assigned to review documents prepared by the Resident Compliance Specialist to ensure that the project is meeting all compliance functions

5.0 ITEMS TO BE FURNISHED BY THE COUNTY TO THE CONSULTANT:

A. The County, on an as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.

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- 1. Construction Plans,
- 2. Specification Package,
- 3. Copy of the Executed Construction Contract, and
- 4. Utility Agency's Approved Material List (if applicable).

6.0 ITEMS FURNISHED BY THE CONSULTANT:

6.1 County Documents:

All applicable County documents referenced herein shall be a condition of this Agreement. All County documents, directives, procedures, and standard forms are available, by written request, through the County's Engineering Division

> Escambia County Central Office Complex Engineering Division Attn: Elizabeth Bush, Senior Project Coordinator 3363 West Park Place Pensacola, Florida 32505 Telephone No. (850) 595-3440

6.2 Field Equipment:

Supply inspection and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items.

Hard hats shall have the name of the consulting firm visibly displayed.

Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.

Handling of nuclear density gauges shall be in compliance with their license.

Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

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6.3 <u>Licensing for Equipment Operations:</u>

Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by the County, upon request.

Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida Department of Health.

7.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:

For the duration of the Agreement, keep the County Project Coordinator in Responsible Charge informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement.

Facilitate communications between all parties (i.e. architectural, mechanical, materials, landscaping, local agencies, etc.) ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process.

Submit all administrative items relating to Invoice Approval, Personnel Approval, User IDs, Time Extensions, and Supplemental Amendments to the County Project Coordinator for review and approval.

8.0 PERFORMANCE OF THE CONSULTANT:

During the term of this Agreement and all Supplemental Amendments thereof, the County will review various phases of Consultant operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. Cooperate and assist County representatives in conducting the reviews. If deficiencies are indicated, remedial action shall be implemented immediately. County recommendations and Consultant responses/actions are to be properly documented by the Consultant. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

- A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.
- B. Immediately replace personnel whose performance has been determined by the Consultant and/or the County to be inadequate.

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- C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
- D. Increase the scope and frequency of training of the Consultant personnel.

9.0 REQUIREMENTS OF THE CONSULTANT:

9.2 **General**:

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies.

Seek input from the County Project Coordinator relating to all Supplemental Agreement requests. Supplemental Agreements must be determined to be in accordance with Florida law by the County prior to approval by the Consultant. For any Supplemental Agreement which exceeds the thresholds, prepare the Supplemental Agreement as a recommendation to the County, which the County may accept, modify or reject upon review. Consult with the CountyProject Coordinator as necessary and direct all issues, which exceed delegated authority to the County Project Coordinator for action or direction.

Inform the County Project Coordinator of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

9.3 Survey Control:

Check the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order tomake and record measurements necessary to calculate and document quantities for pay items.

Any questions or requests for "Waiver of Survey" should be directed to the County Project Coordinator.

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9.4 On-site Inspection:

Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work. The County will monitor off-site activities and fabrication unless otherwise stipulated by this Agreement.

When applicable, perform underwater bridge construction inspections of bridges with permanently submerged structural members in compliance with FDOT CPAM Section 10.6, Underwater Bridge Construction Inspection.

Monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the County's procedures. Consultant employees performing such services shall be qualified in accordance with the County's procedures.

9.5 Sampling and Testing:

Perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the FDOT Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.

Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

The County will monitor the effectiveness of the Consultant's testing procedures through observation.

Sampling, testing and laboratory methods shall be as required by the County's Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract.

Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done.

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9.6 **Engineering Services:**

Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the County for failure of such parties to follow written direction issued by the Consultant.

Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes.

- (1) Schedule and attend a meeting with the County Project Coordinator prior to the Pre-construction Conference. The Resident Compliance Officer shall attend this meeting. Schedule and conduct a meeting with the County Project Coordinator prior to the Pre-construction conference and another meeting prior to project final acceptance. The purpose of these meetings is to discuss the required documentation, including LAPIT, as-builts, and other documents necessary for compliance.
- (2) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the County's guidelines.
- (3) Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications..

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- (4) Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.
- (5) Monitor, inspect and document utility construction for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List. Facilitate coordination and communication between Utility Agency's representatives, County staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including County and State owned facilities.

Identify, review, and track progress of Joint Project Agreements, and/or other County and utility agreements. Address work progress, track reimbursement activities, and address betterment and salvage determination. Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.

- (6) Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the County to make timely payment to the Contractor.
- (7) Monitor each Contractor and Subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with County procedures.
- (8) Provide a Resident Compliance Specialist for surveillance of the Contractor's compliance with Construction Contract requirements. The Resident Compliance Specialist is responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Actions for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts. The Resident Compliance Specialist must keep all related documents and correspondence accurate and up to date; attend all compliance reviews and furnish the complete project files for review; and assist the FDOT District Contract Compliance Manager as requested.

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- (9) The Consultant shall perform the field interviews, provide work space and supplies for project compliance files.
- (10) The County will provide Public Information Services.
- (11) Provide Public Information Services and be proactive in keeping the community aware of the status and traffic impacts of the referenced project. Prepare a monthly report to submit to the County's Public Information Office (PIO) for distribution. This report should include information for the public, elected officials and the media of any upcoming events, which will affect traffic flow. Produce and distribute all publications (letters, flyers, brochures and news releases) necessary for this contract. Prior to release, the County's PIO designee will approve all responses, letters, news releases and the like. Provide timely, professional responses to project inquiries including emails, telephone calls, etc. When required, coordinate general public information meetings, open houses, and community meetings as directed by the County's representatives.
- (12) Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.
- (13) Provide a digital camera for photographic documentation of preconstruction state and of noteworthy incidents or events during construction.

These photographs will be filed and maintained by the Consultant.

Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

Provide visual documentation of construction through the project. Photographic locations should be located at intervals such that the digital photographs collectively portray the majority of the visible surfaces on the Project. The digital photographs should be taken with a frequency designed to reveal changes in the progress of the Project, which can be compared to other project data including daily reports of construction and scheduling updates. Working photographic data files are to be supplied for everyday reference purposes and comprise copies of each original photographic data file, which have been processed to a reduced pixel and color

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resolution (size and clarity) for distribution via CD ROM and the Internet. The original photographic data files, working photographic data files and access and display system are to be distributed on CD ROM and portable hard disk media.

9.6 Geotechnical Engineering:

Become familiar with the existing site conditions and the contract documents. Observe and record the progress and quality of foundation work to determine that the foundations are constructed at the correct location and elevation, identify discrepancies, submit monthly progress reports to the FDOT District Geotechnical Engineer (DGE), and direct the Contractor to correct such observed discrepancies. Attend the Preconstruction Conference and/or special geotechnical meeting for the Construction Contract. All services under this section will be performed in accordance to FDOT Specification Section 455. The Geotechnical Engineer will provide the following services with the assistance of a qualified inspector who has completed the FDOT Drilled Shaft/Pile Driving Qualification Courses.

1) Drilled Shafts:

- a) Review the drilled shaft installation plan submitted by the Contractor for materials, methods, equipment, etc., and provide recommendations to the County within five (5) working days of the Contractor's submission.
- b) Observe installation of test hole {methods shaft(s)} such that it is constructed in accordance with the plans, specifications, and special provisions for the Construction Contract. The Consultant shall report on the adequacy of the Contractor's methods within three (3) working days of completion of the test hole {methods shaft(s)} construction.
- c) Observe construction of test holes, load test shafts, and production shafts. This includes review of testing of drilling slurry, core drilling and core logs, and other procedures as required.
- d) Inspect the bottom of the shafts for cleanliness using manual soundings or shaft inspection device as required in the contract documents.
- e) Provide all necessary forms and keep a log of all inspections made of the shafts. These logs made during the shaft inspections shall be turned over to the County within three (3) working days after completion of any shaft. Logs shall be signed and sealed by the Geotechnical Engineer.
- f) Provide a written report of all test shaft installations to the DGE within three (3) working days of shaft completion.

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- g) When conditions occur which are different from those indicated on the plans, the Geotechnical Engineer shall immediately report them to the Project Administrator and the DGE. Recommend adjustments to the authorized depths as necessary to obtain the shaft capacity to the DGE for approval.
- h) Hire a Specialty Engineer to perform non-destructive integrity testing of drilled shafts as required to estimate shaft uniformity and to detect possible shaft defects.
- Review concrete placement records to identify possible causes of shaft integrity problems.
- j) Evaluate problems encountered during construction, and coordinate with the Project Administrator and DGE to resolve such problems.

2) <u>Piles:</u>

- a) Review Contractor's Pile Installation Plan and provide comments to the Senior Project Engineer and to the DGE within five (5) working days of the Contractor's submittal.
- b) Perform Wave Equation Analysis for Piles (WEAP) to determine suitability of hammer driving system for the project. Provide results (check stresses, design capacity, and ultimate capacity) to the DGE within five (5) working days of the Contractor's submittal.
- c) Ensure dynamic testing performed (per the contract documents and when deemed necessary by the DGE) during initial driving and redrives.
- d) When monitoring the test pile driving process, determine proper fuel settings, thickness of pile cushions and when they need changing. Record all pertinent information that is needed to determine the driving criteria such as jetting, preforming, predrilling, reference elevation, hammer serial number hammer cushion material and thickness, pile cushion material and thickness, etc. This information shall be provided to the DGE within 24 hours after the test pile driving process is completed. In most cases this information will be requested immediately following test pile completion. Submit electronic Pile Driving Analyzer (PDA) files within 24 hours after the test pile is completed.
- e) Ensure Case Pile Wave Equation Analysis (CAPWAP) is performed on test pile data for selected blows, using the latest version. At a minimum, CAPWAP shall be performed on initial drive data where required resistance is obtained below the minimum tip elevation and on set-check data (if any). If requested, the end of drive CAPWAP will be performed in the field upon completion of the

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drive, otherwise it shall be completed within 24 hours of driving the instrumented pile.

- f) Analyze the test data and available soils data as required to establish production pile lengths and driving criteria. The analysis must include WEAP utilizing CAPWAP results, to determine the driving criteria that will correlate accurately with driving resistance, blows per foot, energy, stresses and capacity. Submit preliminary report(s) recommending production pile lengths and driving criteria to the DGE for approval within four (4) working days after the test pile program is completed, unless requested sooner. The preliminary report shall include CAPWAP and WEAP printed & plotted outputs, and all raw data obtained by the PDA and CAPWAP solutions on DVD or CD computer disks.
- g) Furnish final written letters, signed and sealed, in the agreed format for production pile lengths and the driving criteria. The driving criteria letter must include blow count criteria, special requirements and limitations on settings (strokes/energy) to limit the stresses per the Specifications. Include recommendations as to what to consider firm driving when applicable, to obtain the required minimum penetration.
- h) For projects with Embedded Data Collectors (EDCs), provide personnel proficient in operation of EDC monitoring equipment for data collection, interpretation and analysis. Utilize the most current version of Smart-Structures software along with antenna, workstation and stand. Provide qualified personnel capable of making accurate determination of pile acceptability in real time. Pack and submit the collected EDC data to the District Geotechnical office within 24 hours of driving each pile.

10.0 PERSONNEL:

10.1 General Requirements:

Provide qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement. Method of compensation for personnel assigned to this project is outlined in Exhibit "B."

Unless otherwise agreed to by the County, the County will not compensate straight overtime or premium overtime for the positions of Senior Project Engineer, Project Administrator/Project Engineer, Contract Support Specialist and Assistant or Associate to any of these positions.

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10.2 Personnel Qualifications:

Provide competent personnel qualified by experience and education. Submit in writing to the County Project Coordinator the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum: salary, education, and experience. The personnel approval shall be submitted to the County Project Coordinator at least two weeks prior to the date an individual is to report to work.

Personnel identified in the Consultant technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from the County. Staff that has been removed shall be replaced by the Consultant within one week of County notification.

Before the project begins, all project staff shall have a working knowledge of the current construction requirements and must possess all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the Consultant's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the County and should occur as workload permits.

Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis. However, a Project Administrator working under the supervision and direction of a Senior Project Engineer or an Inspector working under the supervision and direction of a Senior Inspector shall have six months from the date of hire to obtain the necessary qualifications/certifications provided all other requirements for such positions are met and the Consultant submits a training plan detailing when such qualifications/certifications and other training relative to the County's procedures, Specifications and Design Standards will be obtained. The District Construction Engineer or designee will have the final approval authority on such exceptions.

<u>Complex Category Two (CC2) Bridge Structures</u>: Bridge structures that are complex and require advanced designs and construction engineering and inspection. The following structures are classified as CC2 bridge structures:

- Concrete Post-Tensioned Segmental Box Girder (CPTS)
- Concrete Post-Tensioned Continuous Beam (CPTCB)
- Movable Bridges (MB)

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Post-tensioned Substructures (PTS)

CEI SENIOR PROJECT ENGINEER - A Civil Engineering degree and registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and six (6) years of engineering experience [(two (2) years of which are in major road or bridge construction)] or [(five (5) of which are in major bridge construction) - for Complex Bridge Projects with the exception of PTS projects which require two (2) years of major bridge construction], or for non-degreed personnel the aforementioned registration and ten (10) years of engineering experience (two (2) years of which are in major road or bridge construction). Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with County standards. Also must have the following:

QUALIFICATIONS:

FDOT Advanced MOT

Attend the CTQP Quality Control Manager course and pass the examination.

CERTIFICATIONS:

None

OTHER:

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

CEI PROJECT ADMINISTRATOR/PROJECT ENGINEER - A Civil Engineering degree plus two (2) years of engineering experience in construction of major road or bridge structures, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

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For CC2 bridge structures, a Civil Engineering degree and registered in the State of Florida as a professional engineer (or if registered in another state, have the ability to obtain registration in Florida within six (6) months) plus five (5) years general bridge construction experience, two (2) years of which must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope or for non-degreed and/or non-registered personnel eight (8) years of general bridge construction experience, (4) years of which must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. Additionally, a minimum of one (1) year of experience as the Project Administrator in primary control of the type of CC2 construction project for which CEI services are being provided by this scope. As an exception, only one (1) year of PTS bridge experience will be required for registered project administrators and two (2) years of PTS bridge experience for non-registered project administrators. tensioning experience is not required for precast prestressed concrete flat slab superstructures but successful completion of an FDOT accredited grouting and post-tensioning course is required. To be in primary control, a Project Administrator must have supervised two or more inspectors as well as two or more support staff (Office Manager, Compliance Officer, and Secretary) and must have been directly responsible for all CEI services assigned.

<u>CPTS</u> years of experience must have included a minimum of twelve (12) months experience in each of the following areas: (1) casting yard operations and related surveying; (2) segment erection and related surveying, post-tensioning (PT) of tendons and grouting of prestressing steel.

<u>CPTCB</u> years of experience must include monitoring of the following: girder erection, safe use of girder erection cranes, stabilization of girders after erection, false work for temporary girder support, and PT and grouting operations.

<u>PTS</u> years of experience must include monitoring of the following: installation of PT ducts and related hardware and post-tensioning and grouting of strands or be the level of experience that meets the criteria for CPTS or CPTCB bridges.

MB years of experience must have been in MB mechanical and/or electrical construction.

Receives general instructions regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. Will be responsible for the progress

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and final estimates throughout the construction project duration. Must have the following:

QUALIFICATIONS:

FDOT Advanced MOT

CTQP Final Estimates Level II

CERTIFICATIONS:

None

OTHER:

Attend CTQP Quality Control Manager Course and pass the examination. Attend a FDOT accredited post-tensioning training course and pass the examination (for post-tensioned CC2 projects)

Attend a FDOT accredited grouting training course and pass the examination (for post-tensioned CC2 projects)

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects)

A Master's Degree in Engineering may be substituted for one (1) year of engineering experience

CEI ASSISTANT PROJECT ADMINISTRATOR/PROJECT ENGINEER -

A Civil Engineering degree plus one (1) year of engineering experience in construction of major road or bridge structures, or for non-degreed personnel six (6) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

QUALIFICATIONS:

FDOT Intermediate MOT CTQP Final Estimates Level II

CEI CONTRACT SUPPORT SPECIALIST - A High School diploma or equivalent and four (4) years of road & bridge construction engineering inspection (CEI) experience having performed/assisted in project related duties (i.e., LIMS, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.) or a Civil Engineering Degree. Should exercise independent judgment in planning work details and making technical decisions related to the office aspects of the project. Should be familiar with the County's Procedures covering the project related duties as stated above and be proficient in the computer programs

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necessary to perform these duties. Shall become proficient in Multi-Line and Engineering Menu.

QUALIFICATIONS:

CTQP Final Estimates Level II

<u>CEI ASSOCIATE CONTRACT SUPPORT SPECIALIST</u> - High school graduate or equivalent plus three (3) years of secretarial and/or clerical experience including two (2) years experience in construction office management having performed project related duties (i.e., LIMS, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.). Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Assists the Project Administrator in office related duties (i.e., CQR, progress, and final estimates, EEO compliance, Processing Construction Contract changes, etc.) Project specific. Work under the general supervision of the Senior Project Engineer and staff.

CEI RESIDENT COMPLIANCE SPECIALIST - Graduation from an accredited high school or equivalent with one (1) year of experience as a resident compliance officer on a construction project or two (2) years of assisting the compliance officer in monitoring the project. Should have prior experience in both State funded and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluate data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as determined necessary.

<u>CEI SENIOR INSPECTOR/SENIOR ENGINEER INTERN</u> – High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection with the exception of Complex Category 2 (CC2) bridge structures or a Civil Engineering degree and one (1) year of road & bridge CEI experience with the ability to earn additional required qualifications within one year. (Note: Senior Engineer Intern classification requires one (1) year experience as an Engineer Intern.)

For CC2 bridge structures, be a high school graduate or equivalent and have five (5) years of general bridge construction experience of which two (2) years must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. As an exception, only one (1) year of PTS bridge experience will be required. Additionally, a minimum of twelve (12) months of experience as the Senior Inspector in primary control of the type CC2 construction project for which CEI services

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are being provided by this scope. To be in primary control, a Senior Inspector must have supervised two or more inspectors and must have been directly responsible for all inspection requirements related to the construction operations assigned.

<u>CPTS</u> years of experience must have included a minimum of twelve (12) months of inspection experience in one or both of the following depending on which area the inspector is being approved for: (1) casting yard inspection; (2) erection inspection. In addition, two (2) years of geometry-control surveying experience is required for inspectors that perform or monitor geometry control surveying in a casting yard.

<u>CPTCB</u> years of experience must include monitoring and inspection of the following: girder erection, safe use of girder erection cranes, girder stabilization after erection, false work for temporary girder support, and PT and grouting operations.

<u>PTS</u> years of experience must include monitoring of the following: installation of PT ducts and related hardware and post-tensioning and grouting of strands or be the level of experience that meets the criteria for CPTS or CPTCB bridges.

<u>MB</u> years of experience must have included the inspection of MB mechanical components for machinery inspectors and MB electrical components/systems for electrical inspectors.

Must have the following as required by the scope of work for the project:

QUALIFICATIONS:

CTQP Concrete Field Technician Level I

CTQP Concrete Field Inspector Level II (Bridges)

CTQP Asphalt Roadway Level I

CTQP Asphalt Roadway Level II CTQP Earthwork Construction Inspection Level I

CTQP Earthwork Construction Inspection Level II

CTQP Pile Driving Inspection

CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)

CTQP Grouting Technician Level I

CTQP Post-Tensioning Technician Level I

IMSA Traffic Signal Inspector Level I

FDOT Intermediate MOT

CTQP Final Estimates Level I

CERTIFICATIONS:

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Nuclear Radiation Safety
IMSA Traffic Signal Inspector Level I

OTHER:

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

CEI INSPECTOR/ENGINEER INTERN - High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, plus the following:

Must have the following as required by the scope of work of the project:

QUALIFICATIONS:

CTQP Concrete Field Inspector Level I

CTQP Asphalt Roadway Level I

CTQP Earthwork Construction Inspection Level I

CTQP Pile Driving Inspection

CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)

IMSA Traffic Signal Inspector Level I

CTQP Final Estimates Level I

FDOT Intermediate MOT

CERTIFICATIONS:

Nuclear Radiation Safety

IMSA Traffic Signal Inspector Level I

Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors

OTHER:

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

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Or a Civil Engineering degree with the ability to earn additional required qualifications within one year. (Note: Engineer Intern classification requires E.I.T. certificate.)

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

<u>CEI ASPHALT PLANT INSPECTOR</u>- High School Graduate or equivalent plus one (1) year experience in the surveillance and inspection of hot mix asphalt plant operations and have the following:

QUALIFICATIONS:

CTQP Asphalt Plant Level I CTQP Asphalt Plant Level II

<u>PUBLIC INFORMATION OFFICER</u>- High School Graduate or equivalent and be knowledgeable in public information and/or advertising involving mass circulation or distribution of literature, mass advertising or other similar activities and performed such work for at least three (3) years.

CEI RESIDENT COMPLIANCE SPECIALIST- High School Graduate or equivalent with one (1) year of experience as a resident compliance specialist on a construction project or two (2) years of assisting the compliance specialist in monitoring the project. Should have prior experience in both State and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluate data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as well as spend time at the District Compliance office as determined necessary.

10.3 Staffing:

Once authorized, the Consultant shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the County has received a regular acceptance letter.

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Construction engineering and inspection forces will be required of the Consultant while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately.

In the event that the suspension of Contractor operations requires the removal of Consultant forces from the project, the Consultant will be allowed ten (10) days maximum to demobilize, relocate, or terminate such forces.

11.0 QUALITY ASSURANCE (QA) PROGRAM:

11.1 Quality Assurance Plan:

Within thirty (30) days after receiving award of an Agreement, furnish a QA Plan to the County Project Coordinator. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the County approves the Consultant QA Plan.

Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

A. Organization:

A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

B. Quality Assurance Reviews:

Detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

C. **Quality Assurance Records:**

Outline the types of records which will be generated and maintained during the execution of the QA program.

D. Control of Subconsultants and Vendors:

Detail the methods used to control subconsultant and vendor quality.

E. Quality Assurance Certification:

An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with County/FDOT specifications, plans, standard indexes, and County procedures.

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11.2 **Quality Assurance Reviews:**

Conduct semi-annual Quality Assurance Reviews to ensure compliance with the requirements of the Agreement. Quality Assurance Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Assurance Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The semi-annual reviews shall be submitted to the County Project Coordinator in written form no later than one (1) month after the review.

On short duration CCEI projects (nine (9) months or less), the CCEI shall perform an initial QA review within the first two (2) months of the start of construction.

On asphalt projects, the CCEI shall perform an initial QA review on its asphalt inspection staff after the Contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required of the CCEI staff.

11.3 Quality Records:

Maintain adequate records of the quality assurance actions performed by the organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. All records shall be available to the County, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.

12.0 CERTIFICATION OF FINAL DOCUMENTS:

Prepare documentation and records in compliance with the Agreement and County Procedures.

Certify and submit one (1) set of final "as-built plans" documenting the Contractor's work.

At the Consultant's final pay request from the County, the Consultant shall supply one (1) CR/DVD of all files, in original format, associated with the project. The CD/DVD must be accepted by the County prior to final payout.

13.0 AGREEMENT MANAGEMENT:

13.1 General:

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With each monthly invoice submittal, the Consultant will provide a Status Report for the Agreement. This report will provide an accounting of the additional Agreement calendar days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per the Agreement schedule for the prime Consultant and for each subconsultant.

13.2 Invoicing Instructions:

Monthly invoices shall be submitted to the County in a format and distribution schedule defined by the County, no later than the 25th day of the following month.

If the monthly invoice cannot be submitted on time, notify the County prior to the due date stating the reason for the delay and the planned submittal date. Once submitted, the Consultant Project Principal or Senior Project Engineer shall notify the County Project Coordinator via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

All invoices shall be submitted to the County in electronic format in accordance with County procedures.

All charges to the individual project will end no later than thirty (30) calendar days following final acceptance; or where all items of work are complete and conditional/partial acceptance is issued; unless authorized in writing by the County.

A Final Invoice will be submitted to the County no later than the 60th day following Final Acceptance of the individual project or as requested by the County.

14.0 OTHER SERVICES:

Upon written request, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the County to supplement the Consultant services under this Agreement.

- A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.
- B. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.
- C. Provide inspection services in addition to those provided for in this Agreement.

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Provide services determined necessary for the successful completion and

15.0 POST CONSTRUCTION CLAIMS REVIEW:

closure of the Construction Contract.

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplemental Amendment to this Agreement.

16.0 **CONTRADICTIONS**:

D.

In the event of a contradiction between the provisions of this Scope of Services and the Consultant's proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.

17.0 THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

18.0 CONTRACT AUTHORITY

FDOT shall be the final authority in considering modifications to the LAP Agreement and/or Supplemental Agreement for time and money. The County shall have all other authority over the Consultant of this Contract.

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II. INFORMATION PACKAGE - CONSTRUCTION ENGINEERING AND INSPECTION SCOPE OF SERVICES FOR:

CR 196 (CR 97 TO CR 99) PAVED SHOULDERS CEI Financial Management No. 429670-4-68-01 Federal-Aid Project No. 8886-499-A

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SCOPE OF SERVICES CONSTRUCTION ENGINEERING AND INSPECTION

1.0 PURPOSE:

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the construction projects listed below.

2.0 SCOPE:

Provide services as defined in this Scope of Services, the referenced manuals, and procedures.

The projects for which the services are required are:

Financial Project IDs: 429670-4-68-01

Descriptions: CR 196 (CR 97 to CR 99) Paved Shoulders Project

County: Escambia

Exercise independent professional judgment in performing obligations and responsibilities under this Agreement.

Services provided by the Consultant shall comply with current Local, State, and Federal manuals, procedures and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the County.

On a single Construction Contract, it is a conflict of interest for a professional firm to receive compensation from both the County and the Contractor either directly or indirectly.

Additional work developing within the geographical area of the project may be added at the discretion of the County or FDOT. The Consultant must perform to the satisfaction of the County's representatives for consideration of additional CEI services.

3.0 LENGTH OF SERVICE:

The services for each Construction Contract shall begin upon written notification to proceed by the County.

Track the execution of the Construction Contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by the County has been issued, the Consultant shall be ready to assign personnel within two weeks of notification. For the duration of the project, coordinate closely with the County and Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.

For estimating purposes, the Consultant will be allowed an accumulation of thirty (30) calendar days to perform preliminary administrative services prior to the issuance of the Contractor's notice to proceed on the first project and thirty (30)

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calendar days to demobilize after final acceptance of the last Construction Contract.

The anticipated letting schedules and construction times for the projects are tabulated below:

Construction Contract Estimate								
Financial	Letting Date	Start Date	Duration					
Project ID	(Mo/Day/Yr)	(Mo/Day/Yr)	(Days)					
429670-4-68-01	03-23-15	06-01-15	405					

4.0 **DEFINITIONS**:

- A. <u>Agreement</u>: The Professional Services Agreement between the County and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
- B. <u>Contractor</u>: The individual, firm, or company contracting with the County for performance of work or furnishing of materials.
- C. <u>Construction Contract</u>: The written agreement between the County and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.
- D. <u>County Project Coordinator</u>: The County employee assigned to manage the Construction Engineering and Inspection Contract and represent the County during the performance of the services covered under this Agreement.
- E. <u>Construction Training/Qualification Program</u> (CTQP): The FDOT program for training and qualifying technicians in Aggregates, Asphalt, Concrete, Earthwork, and Final Estimates Administration. Program information is available at CTQP website.
- F. <u>Consultant</u>: The Consulting firm under contract to the County for administration of Construction Engineering and Inspection services.
- G. <u>Consultant Project Administrator</u>: The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for one or more Construction Projects.
- H. <u>Consultant Senior Project Engineer</u>: The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one or more Construction Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.
- I. <u>District Construction Project Manager</u>: The FDOT employee assigned to provide guidance to the Construction Engineering and Inspection Contract and the County while a project is under construction. The employee will serve as one of primary contact during construction and shall be invited to all pre-construction and progress meetings.

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- J. <u>District LAP Administrator:</u> The FDOT administrator of the District's Local Agency Program and a primary contact. Responsible for ensuring all LAP projects follow federal and state guidelines.
- K. <u>Engineer of Record</u>: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.
- L. <u>Operations Engineer:</u> The Engineer assigned to a particular County or area to administer Construction and Maintenance Contracts for the Department.
- M. <u>Public Information Office</u>: The County's office assigned to manage the Public Information Program.
- N. <u>Resident Compliance Specialist:</u> The employee assigned by the Consultant to oversee project specific compliance functions.
- O. <u>District Resident Compliance Specialist:</u> The FDOT employee assigned to review documents prepared by the Resident Compliance Specialist to ensure that the project is meeting all compliance functions

5.0 ITEMS TO BE FURNISHED BY THE COUNTY TO THE CONSULTANT:

- B. The County, on an as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.
 - 1. Construction Plans,
 - 2. Specification Package,
 - 3. Copy of the Executed Construction Contract, and
 - 4. Utility Agency's Approved Material List (if applicable).

6.0 ITEMS FURNISHED BY THE CONSULTANT:

6.1 County Documents:

All applicable County documents referenced herein shall be a condition of this Agreement. All County documents, directives, procedures, and standard forms are available, by written request, through the County's Engineering Division

> Escambia County Central Office Complex Engineering Division Attn: Elizabeth Bush, Senior Project Coordinator 3363 West Park Place Pensacola, Florida 32505 Telephone No. (850) 595-3440

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6.2 <u>Field Equipment:</u>

Supply inspection and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items.

Hard hats shall have the name of the consulting firm visibly displayed.

Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.

Handling of nuclear density gauges shall be in compliance with their license.

Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

6.3 Licensing for Equipment Operations:

Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by the County, upon request.

Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida Department of Health.

7.0 <u>LIAISON RESPONSIBILITY OF THE CONSULTANT:</u>

For the duration of the Agreement, keep the County Project Coordinator in Responsible Charge informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement.

Facilitate communications between all parties (i.e. architectural, mechanical, materials, landscaping, local agencies, etc.) ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process.

Submit all administrative items relating to Invoice Approval, Personnel Approval, User IDs, Time Extensions, and Supplemental Amendments to the County Project Coordinator for review and approval.

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8.0 PERFORMANCE OF THE CONSULTANT:

During the term of this Agreement and all Supplemental Amendments thereof, the County will review various phases of Consultant operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. Cooperate and assist County representatives in conducting the reviews. If deficiencies are indicated, remedial action shall be implemented immediately. County recommendations and Consultant responses/actions are to be properly documented by the Consultant. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

- A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.
- B. Immediately replace personnel whose performance has been determined by the Consultant and/or the County to be inadequate.
- C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
- D. Increase the scope and frequency of training of the Consultant personnel.

9.0 REQUIREMENTS OF THE CONSULTANT:

9.1 **General**:

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies. Seek input from the County Project Coordinator relating to all Supplemental Agreement requests. Supplemental Agreements must be determined to be in accordance with Florida law by the County prior to approval by the Consultant. For any Supplemental Agreement which exceeds the thresholds, prepare the Supplemental Agreement as a recommendation to the County, which the County may accept, modify or reject upon review. Consult with the County Project Coordinator as necessary and direct all issues, which exceed delegated authority to the County Project Coordinator for action or direction.

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Inform the County Project Coordinator of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

9.2 Survey Control:

Check the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to make and record measurements necessary to calculate and document quantities for pay items.

Any questions or requests for "Waiver of Survey" should be directed to the County Project Coordinator.

9.3 On-site Inspection:

Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work. The County will monitor off-site activities and fabrication unless otherwise stipulated by this Agreement.

When applicable, perform underwater bridge construction inspections of bridges with permanently submerged structural members in compliance with FDOT CPAM Section 10.6, Underwater Bridge Construction Inspection.

Monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the County's procedures. Consultant employees performing such services shall be qualified in accordance with the County's procedures.

9.4 Sampling and Testing:

Perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the FDOT Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, provide daily surveillance of the Contractor's Quality Control

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activities and perform the sampling and testing of materials and completed work items for verification and acceptance.

Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

The County will monitor the effectiveness of the Consultant's testing procedures through observation.

Sampling, testing and laboratory methods shall be as required by the County's Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract.

Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done.

9.5 Engineering Services:

Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the County for failure of such parties to follow written direction issued by the Consultant. Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes.

- (1) Schedule and attend a meeting with the County Project Coordinator prior to the Pre-construction Conference. The Resident Compliance Officer shall attend this meeting. Schedule and conduct a meeting with the County Project Coordinator prior to the Pre-construction conference and another meeting prior to project final acceptance. The purpose of these meetings is to discuss the required documentation, including LAPIT, as-built drawings, and other documents necessary for compliance.
- (2) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater,"

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Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the County's guidelines.

- (3) Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications.
- (4) Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.
- (5) Monitor, inspect and document utility construction for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List. Facilitate coordination and communication between Utility Agency's representatives, County staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including County and State owned facilities.

Identify, review, and track progress of Joint Project Agreements, and/or other County and utility agreements. Address work progress, track reimbursement activities, and address betterment and salvage determination. Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.

- (6) Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the County to make timely payment to the Contractor.
- (7) Monitor each Contractor and Subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with County procedures.

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- (8) Provide a Resident Compliance Specialist for surveillance of the Contractor's compliance with Construction Contract requirements. The Resident Compliance Specialist is responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Actions for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts. The Resident Compliance Specialist must keep all related documents and correspondence accurate and up to date; attend all compliance reviews and furnish the complete project files for review; and assist the FDOT District Contract Compliance Manager as requested.
- (9) The Consultant shall perform the field interviews; provide work space and supplies for project compliance files.
- (10) The County will provide Public Information Services.
- (11) Provide Public Information Services and be proactive in keeping the community aware of the status and traffic impacts of the referenced project. Prepare a monthly report to submit to the County's Public Information Office (PIO) for distribution. This report should include information for the public, elected officials and the media of any upcoming events, which will affect traffic flow. Produce and distribute all publications (letters, flyers, brochures and news releases) necessary for this contract. Prior to release, the County's PIO designee will approve all responses, letters, news releases and the like. Provide timely, professional responses to project inquiries including emails, telephone calls, etc. When required, coordinate general public information meetings, open houses, and community meetings as directed by the County's representatives.
- (12) Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.
- (13) Provide a digital camera for photographic documentation of preconstruction state and of noteworthy incidents or events during construction.

These photographs will be filed and maintained by the Consultant.

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Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance. Provide visual documentation of construction through the project. Photographic locations should be located at intervals such that the digital photographs collectively portray the majority of the visible surfaces on the Project. The digital photographs should be taken with a frequency designed to reveal changes in the progress of the Project, which can be compared to other project data including daily reports of construction and scheduling updates. photographic data files are to be supplied for everyday reference purposes and comprise copies of each original photographic data file, which have been processed to a reduced pixel and color resolution (size and clarity) for distribution via CD ROM and the Internet. The original photographic data files, working photographic data files and access and display system are to be distributed on CD ROM and portable hard disk media.

9.6 Geotechnical Engineering:

Become familiar with the existing site conditions and the contract documents. Observe and record the progress and quality of foundation work to determine that the foundations are constructed at the correct location and elevation, identify discrepancies, submit monthly progress reports to the FDOT District Geotechnical Engineer (DGE), and direct the Contractor to correct such observed discrepancies. Attend the Preconstruction Conference and/or special geotechnical meeting for the Construction Contract. All services under this section will be performed in accordance to FDOT Specification Section 455. The Geotechnical Engineer will provide the following services with the assistance of a qualified inspector who has completed the FDOT Drilled Shaft/Pile Driving Qualification Courses.

1) Drilled Shafts:

- a) Review the drilled shaft installation plan submitted by the Contractor for materials, methods, equipment, etc., and provides recommendations to the County within five (5) working days of the Contractor's submission.
- b) Observe installation of test hole {methods shaft(s)} such that it is constructed in accordance with the plans, specifications, and special provisions for the Construction Contract. The Consultant shall report on the adequacy of the Contractor's methods within

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- three (3) working days of completion of the test hole {methods shaft(s)} construction.
- c) Observe construction of test holes, load test shafts, and production shafts. This includes review of testing of drilling slurry, core drilling and core logs, and other procedures as required.
- d) Inspect the bottom of the shafts for cleanliness using manual soundings or shaft inspection device as required in the contract documents.
- e) Provide all necessary forms and keep a log of all inspections made of the shafts. These logs made during the shaft inspections shall be turned over to the County within three (3) working days after completion of any shaft. Logs shall be signed and sealed by the Geotechnical Engineer.
- f) Provide a written report of all test shaft installations to the DGE within three (3) working days of shaft completion.
- g) When conditions occur which are different from those indicated on the plans, the Geotechnical Engineer shall immediately report them to the Project Administrator and the DGE. Recommend adjustments to the authorized depths as necessary to obtain the shaft capacity to the DGE for approval.
- h) Hire a Specialty Engineer to perform non-destructive integrity testing of drilled shafts as required to estimate shaft uniformity and to detect possible shaft defects.
- i) Review concrete placement records to identify possible causes of shaft integrity problems.
- j) Evaluate problems encountered during construction, and coordinate with the Project Administrator and DGE to resolve such problems.

2) <u>Piles:</u>

- a) Review Contractor's Pile Installation Plan and provides comments to the Senior Project Engineer and to the DGE within five (5) working days of the Contractor's submittal.
- b) Perform Wave Equation Analysis for Piles (WEAP) to determine suitability of hammer driving system for the project. Provide results (check stresses, design capacity, and ultimate capacity) to the DGE within five (5) working days of the Contractor's submittal.
- Ensure dynamic testing performed (per the contract documents and when deemed necessary by the DGE) during initial driving and redrives.
- d) When monitoring the test pile driving process, determine proper fuel settings, thickness of pile cushions and when they need changing. Record all pertinent information that is needed to

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determine the driving criteria such as jetting, performing, predrilling, reference elevation, hammer serial number hammer cushion material and thickness, pile cushion material and thickness, etc. This information shall be provided to the DGE within 24 hours after the test pile driving process is completed. In most cases this information will be requested immediately following test pile completion. Submit electronic Pile Driving Analyzer (PDA) files within 24 hours after the test pile is completed.

- e) Ensure Case Pile Wave Equation Analysis (CAPWAP) is performed on test pile data for selected blows, using the latest version. At a minimum, CAPWAP shall be performed on initial drive data where required resistance is obtained below the minimum tip elevation and on set-check data (if any). If requested, the end of drive CAPWAP will be performed in the field upon completion of the drive, otherwise it shall be completed within 24 hours of driving the instrumented pile.
- f) Analyze the test data and available soils data as required to establish production pile lengths and driving criteria. The analysis must include WEAP utilizing CAPWAP results, to determine the driving criteria that will correlate accurately with driving resistance, blows per foot, energy, stresses and capacity. Submit preliminary report(s) recommending production pile lengths and driving criteria to the DGE for approval within four (4) working days after the test pile program is completed, unless requested sooner. The preliminary report shall include CAPWAP and WEAP printed & plotted outputs, and all raw data obtained by the PDA and CAPWAP solutions on DVD or CD computer disks.
- g) Furnish final written letters, signed and sealed, in the agreed format for production pile lengths and the driving criteria. The driving criteria letter must include blow count criteria, special requirements and limitations on settings (strokes/energy) to limit the stresses per the Specifications. Include recommendations as to what to consider firm driving when applicable, to obtain the required minimum penetration.
- h) For projects with Embedded Data Collectors (EDCs), provide personnel proficient in operation of EDC monitoring equipment for data collection, interpretation and analysis. Utilize the most current version of Smart-Structures software along with antenna, workstation and stand. Provide qualified personnel capable of making accurate determination of pile acceptability in real time. Pack and submit the collected EDC data to the District Geotechnical office within 24 hours of driving each pile.

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10.0 PERSONNEL:

10.1 General Requirements:

Provide qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement. Method of compensation for personnel assigned to this project is outlined in Exhibit "B."

Unless otherwise agreed to by the County, the County will not compensate straight overtime or premium overtime for the positions of Senior Project Engineer, Project Administrator/Project Engineer, Contract Support Specialist and Assistant or Associate to any of these positions.

10.2 Personnel Qualifications:

Provide competent personnel qualified by experience and education. Submit in writing to the County Project Coordinator the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum: salary, education, and experience. The personnel approval shall be submitted to the County Project Coordinator at least two weeks prior to the date an individual is to report to work.

Personnel identified in the Consultant technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from the County. Staff that has been removed shall be replaced by the Consultant within one week of County notification.

Before the project begins, all project staff shall have a working knowledge of the current construction requirements and must possess all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the Consultant's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the County and should occur as workload permits.

Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis. However, a Project Administrator working under the supervision and direction of a Senior Project Engineer or an Inspector working under the supervision and direction of a Senior Inspector shall have six months from the date of hire to obtain the necessary qualifications/certifications provided all other requirements for such

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positions are met and the Consultant submits a training plan detailing when such qualifications/certifications and other training relative to the County's procedures, Specifications and Design Standards will be obtained. The District Construction Engineer or designee will have the final approval authority on such exceptions.

<u>Complex Category Two (CC2) Bridge Structures</u>: Bridge structures that are complex and require advanced designs and construction engineering and inspection. The following structures are classified as CC2 bridge structures:

- Concrete Post-Tensioned Segmental Box Girder (CPTS)
- Concrete Post-Tensioned Continuous Beam (CPTCB)
- Movable Bridges (MB)
- Post-tensioned Substructures (PTS)

CEI SENIOR PROJECT ENGINEER - A Civil Engineering degree and registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and six (6) years of engineering experience [(two (2) years of which are in major road or bridge construction)] or [(five (5) of which are in major bridge construction) - for Complex Bridge Projects with the exception of PTS projects which require two (2) years of or for personnel the construction], non-degreed aforementioned registration and ten (10) years of engineering experience (two (2) years of which are in major road or bridge construction). Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with County standards. Also must have the following:

QUALIFICATIONS:

FDOT Advanced MOT

Attend the CTQP Quality Control Manager course and pass the examination.

CERTIFICATIONS:

None

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OTHER:

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

CEI PROJECT ADMINISTRATOR/PROJECT ENGINEER - A Civil Engineering degree plus two (2) years of engineering experience in construction of major road or bridge structures, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

For CC2 bridge structures, a Civil Engineering degree and registered in the State of Florida as a professional engineer (or if registered in another state, have the ability to obtain registration in Florida within six (6) months) plus five (5) years general bridge construction experience, two (2) years of which must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope or for non-degreed and/or non-registered personnel eight (8) years of general bridge construction experience, (4) years of which must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. Additionally, a minimum of one (1) year of experience as the Project Administrator in primary control of the type of CC2 construction project for which CEI services are being provided by this scope. As an exception, only one (1) year of PTS bridge experience will be required for registered project administrators and two (2) years of PTS bridge experience for non-registered project administrators. Posttensioning experience is not required for precast prestressed concrete flat slab superstructures but successful completion of an FDOT accredited grouting and post-tensioning course is required. To be in primary control, a Project Administrator must have supervised two or more inspectors as well as two or more support staff (Office Manager, Compliance Officer, and Secretary) and must have been directly responsible for all CEI services assigned.

<u>CPTS</u> years of experience must have included a minimum of twelve (12) months experience in each of the following areas: (1) casting yard operations and related surveying; (2) segment erection and related surveying, post-tensioning (PT) of tendons and grouting of prestressing steel.

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<u>CPTCB</u> years of experience must include monitoring of the following: girder erection, safe use of girder erection cranes, stabilization of girders after erection, false work for temporary girder support, and PT and grouting operations.

<u>PTS</u> years of experience must include monitoring of the following: installation of PT ducts and related hardware and post-tensioning and grouting of strands or be the level of experience that meets the criteria for CPTS or CPTCB bridges.

<u>MB</u> years of experience must have been in MB mechanical and/or electrical construction.

Receives general instructions regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

QUALIFICATIONS:

FDOT Advanced MOT CTQP Final Estimates Level II

CERTIFICATIONS:

None

OTHER:

Attend CTQP Quality Control Manager Course and pass the examination. Attend a FDOT accredited post-tensioning training course and pass the examination (for post-tensioned CC2 projects)

Attend a FDOT accredited grouting training course and pass the examination (for post-tensioned CC2 projects)

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects)

A Master's Degree in Engineering may be substituted for one (1) year of engineering experience

CEI ASSISTANT PROJECT ADMINISTRATOR/PROJECT ENGINEER -

A Civil Engineering degree plus one (1) year of engineering experience in construction of major road or bridge structures, or for non-degreed personnel six (6) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge

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structures with the exception of Complex Category 2 (CC2) bridge structures.

QUALIFICATIONS:

FDOT Intermediate MOT CTQP Final Estimates Level II

CEI CONTRACT SUPPORT SPECIALIST - A High School diploma or equivalent and four (4) years of road & bridge construction engineering inspection (CEI) experience having performed/assisted in project related duties (i.e., LIMS, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.) or a Civil Engineering Degree. Should exercise independent judgment in planning work details and making technical decisions related to the office aspects of the project. Should be familiar with the County's Procedures covering the project related duties as stated above and be proficient in the computer programs necessary to perform these duties. Shall become proficient in Multi-Line and Engineering Menu.

QUALIFICATIONS:

CTQP Final Estimates Level II

CEI ASSOCIATE CONTRACT SUPPORT SPECIALIST - High school graduate or equivalent plus three (3) years of secretarial and/or clerical experience including two (2) years experience in construction office management having performed project related duties (i.e., LIMS, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.). Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Assists the Project Administrator in office related duties (i.e., CQR, progress, and final estimates, EEO compliance, Processing Construction Contract changes, etc.) Project specific. Work under the general supervision of the Senior Project Engineer and staff.

CEI RESIDENT COMPLIANCE SPECIALIST - Graduation from an accredited high school or equivalent with one (1) year of experience as a resident compliance officer on a construction project or two (2) years of assisting the compliance officer in monitoring the project. Should have prior experience in both State funded and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluate data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as determined necessary.

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<u>CEI SENIOR INSPECTOR/SENIOR ENGINEER INTERN</u> – High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection with the exception of Complex Category 2 (CC2) bridge structures or a Civil Engineering degree and one (1) year of road & bridge CEI experience with the ability to earn additional required qualifications within one year. (Note: Senior Engineer Intern classification requires one (1) year experience as an Engineer Intern.)

For CC2 bridge structures, be a high school graduate or equivalent and have five (5) years of general bridge construction experience of which two (2) years must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. As an exception, only one (1) year of PTS bridge experience will be required. Additionally, a minimum of twelve (12) months of experience as the Senior Inspector in primary control of the type CC2 construction project for which CEI services are being provided by this scope. To be in primary control, a Senior Inspector must have supervised two or more inspectors and must have been directly responsible for all inspection requirements related to the construction operations assigned.

<u>CPTS</u> years of experience must have included a minimum of twelve (12) months of inspection experience in one or both of the following depending on which area the inspector is being approved for: (1) casting yard inspection; (2) erection inspection. In addition, two (2) years of geometry-control surveying experience is required for inspectors that perform or monitor geometry control surveying in a casting yard.

<u>CPTCB</u> years of experience must include monitoring and inspection of the following: girder erection, safe use of girder erection cranes, girder stabilization after erection, false work for temporary girder support, and PT and grouting operations.

<u>PTS</u> years of experience must include monitoring of the following: installation of PT ducts and related hardware and post-tensioning and grouting of strands or be the level of experience that meets the criteria for CPTS or CPTCB bridges.

<u>MB</u> years of experience must have included the inspection of MB mechanical components for machinery inspectors and MB electrical components/systems for electrical inspectors.

Must have the following as required by the scope of work for the project:

QUALIFICATIONS:

CTQP Concrete Field Technician Level I

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CTQP Concrete Field Inspector Level II (Bridges)

CTQP Asphalt Roadway Level I

CTQP Asphalt Roadway Level II CTQP Earthwork Construction Inspection Level I

CTQP Earthwork Construction Inspection Level II

CTQP Pile Driving Inspection

CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)

CTQP Grouting Technician Level I

CTQP Post-Tensioning Technician Level I

IMSA Traffic Signal Inspector Level I

FDOT Intermediate MOT

CTQP Final Estimates Level I

CERTIFICATIONS:

Nuclear Radiation Safety

IMSA Traffic Signal Inspector Level I

OTHER:

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

<u>CEI INSPECTOR/ENGINEER INTERN</u> - High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, plus the following:

Must have the following as required by the scope of work of the project:

QUALIFICATIONS:

CTQP Concrete Field Inspector Level I

CTQP Asphalt Roadway Level I

CTQP Earthwork Construction Inspection Level I

CTQP Pile Driving Inspection

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CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)

IMSA Traffic Signal Inspector Level I

CTQP Final Estimates Level I

FDOT Intermediate MOT

CERTIFICATIONS:

Nuclear Radiation Safety

IMSA Traffic Signal Inspector Level I

Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors

OTHER:

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

Or a Civil Engineering degree with the ability to earn additional required qualifications within one year. (Note: Engineer Intern classification requires E.I.T. certificate.)

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

<u>CEI ASPHALT PLANT INSPECTOR</u>- High School Graduate or equivalent plus one (1) year experience in the surveillance and inspection of hot mix asphalt plant operations and have the following:

QUALIFICATIONS:

CTQP Asphalt Plant Level I CTQP Asphalt Plant Level II

<u>PUBLIC INFORMATION OFFICER</u>- High School Graduate or equivalent and be knowledgeable in public information and/or advertising involving mass circulation or distribution of literature, mass advertising or other similar activities and performed such work for at least three (3) years.

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CEI RESIDENT COMPLIANCE SPECIALIST- High School Graduate or equivalent with one (1) year of experience as a resident compliance specialist on a construction project or two (2) years of assisting the compliance specialist in monitoring the project. RCS should have prior experience in both State and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluates data, and takes appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as well as spend time at the District Compliance office as determined necessary.

10.3 Staffing:

Once authorized, the Consultant shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the County has received a regular acceptance letter.

Construction engineering and inspection forces will be required of the Consultant while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately.

In the event that the suspension of Contractor operations requires the removal of Consultant forces from the project, the Consultant will be allowed ten (10) days maximum to demobilize, relocate, or terminate such forces.

11.0 QUALITY ASSURANCE (QA) PROGRAM:

11.1 Quality Assurance Plan:

Within thirty (30) days after receiving award of an Agreement, furnish a QA Plan to the County Project Coordinator. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the County approves the Consultant QA Plan.

Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

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A. Organization:

A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

B. **Quality Assurance Reviews:**

Detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

C. **Quality Assurance Records:**

Outline the types of records which will be generated and maintained during the execution of the QA program.

D. Control of Sub-consultants and Vendors:

Detail the methods used to control sub-consultant and vendor quality.

E. Quality Assurance Certification:

An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with County/FDOT specifications, plans, standard indexes, and County procedures.

11.2 Quality Assurance Reviews:

Conduct semi-annual Quality Assurance Reviews to ensure compliance with the requirements of the Agreement. Quality Assurance Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Assurance Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The semi-annual reviews shall be submitted to the County Project Coordinator in written form no later than one (1) month after the review.

On short duration CCEI projects (nine (9) months or less), the CCEI shall perform an initial QA review within the first two (2) months of the start of construction.

On asphalt projects, the CCEI shall perform an initial QA review on its asphalt inspection staff after the Contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required of the CCEI staff.

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11.3 Quality Records:

Maintain adequate records of the quality assurance actions performed by the organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. All records shall be available to the County, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.

12.0 <u>CERTIFICATION OF FINAL DOCUMENTS:</u>

Prepare documentation and records in compliance with the Agreement and County Procedures.

Certify and submit one (1) set of final "as-built plans" documenting the Contractor's work.

At the Consultant's final pay request from the County, the Consultant shall supply one (1) CR/DVD of all files, in original format, associated with the project. The CD/DVD must be accepted by the County prior to final payout.

13.0 AGREEMENT MANAGEMENT:

13.1 General:

With each monthly invoice submittal, the Consultant will provide a Status Report for the Agreement. This report will provide an accounting of the additional Agreement calendar days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per the Agreement schedule for the prime Consultant and for each sub-consultant.

13.2 Invoicing Instructions:

Monthly invoices shall be submitted to the County in a format and distribution schedule defined by the County, no later than the 25th day of the following month.

If the monthly invoice cannot be submitted on time, notify the County prior to the due date stating the reason for the delay and the planned submittal date. Once submitted, the Consultant Project Principal or Senior Project Engineer shall notify the County Project Coordinator via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

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All invoices shall be submitted to the County in electronic format in accordance with County procedures.

All charges to the individual project will end no later than thirty (30) calendar days following final acceptance; or where all items of work are complete and conditional/partial acceptance is issued; unless authorized in writing by the County.

A Final Invoice will be submitted to the County no later than the 60th day following Final Acceptance of the individual project or as requested by the County.

14.0 OTHER SERVICES:

Upon written request, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the County to supplement the Consultant services under this Agreement.

- A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.
- B. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.
- C. Provide inspection services in addition to those provided for in this Agreement.
- D. Provide services determined necessary for the successful completion and closure of the Construction Contract.

15.0 POST CONSTRUCTION CLAIMS REVIEW:

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplemental Amendment to this Agreement.

16.0 **CONTRADICTIONS**:

In the event of a contradiction between the provisions of this Scope of Services and the Consultant's proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.

17.0 THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in

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the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

18.0 CONTRACT AUTHORITY

FDOT shall be the final authority in considering modifications to the LAP Agreement and/or Supplemental Agreement for time and money. The County shall have all other authority over the Consultant of this Contract.

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Anticipated Disciplines (Function Codes SF 330) for this project

Code Description	
02 Administrative	
08 CADD Techniciar	า
12 Civil Engineer	
15 Construction Insp	ector
18 Cost Engineer/Es	stimator
51 Safety/Occupation	nal Health Engineer

Anticipated Experience Categories (Profile Codes SF 330) for this project

Code	Description
H07	Highways; Streets; Airfield Paving; Parking Lots
T02	Testing and Inspection Services
T03	Traffic and Transportation Engineering

III. INSTRUCTIONS TO SUBMITTERS

Firms desiring to provide described Professional Services shall submit one (1) electronic copy of your firms Letter of Interest containing all of the requested information no later than the date and time listed on the cover sheet. Submittals delivered late shall not be accepted or considered. No exceptions will be made.

A. Government Forms Software: http://submittals.myescambia.com/

All information requested must be submitted. Failure to submit all information may result in a lower evaluation of the proposal. Letters, which are substantially incomplete or lack key information, may be rejected by the County at its discretion. The selection of the short listed firms will be based on the information provided in the submittal.

The submittals shall be in the GSA Standard Form (SF) 330 format with one additional section as described below (include in Letter of Interest). No other format will be acceptable.

Information submitted with your letter of interest should include documentation to demonstrate your firm's qualifications and abilities to provide the scope of

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services. The submittal should include sufficient information to permit a clear understanding of similar past projects, especially in Florida, staff experience and abilities, and any other additional, pertinent details to describe the team's capabilities.

A committee will review the information submitted and short-list the firms. Onsite presentations, interviews, and or discussions will be requested of a short list of three or more firms. Once all review is complete, the short-listed firms will be ranked by the selection committee with the top ranked firm being scheduled for negotiations.

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

The following policy will apply to all methods of source selection:

B. **CONDUCT OF PARTICIPANTS**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

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Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal

mail, or by any other means of communication.

- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

C. IDENTIFICATION OF SUBCONSULTANTS/CHANGES AFTER THE FACT

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those subconsultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract and including question and answer sessions, presentations or technical clarifications and submittals as may be required by the Review/Selection Committee. A substitution or addition of subconsultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

D. FLORIDA EXECUTIVE ORDER 11-116 COMPLIANCE

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IV. FIRMS' EVALUATIONS AND SELECTION

The County shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes. The selection committee shall consider such factors as:

	Points Available
Experience with Federally and FDOT funded project CEI services and the reporting criteria to go with them. Must submit at least three projects for demonstration with cost of contracts which have been completed.	20
Availability of FDOT certified personnel to perform the following work: a. Asphalt Technician (Plant and Placement) b. Class I Concrete Technician c. Soils and Aggregate Technician d. Earthwork Technician e. SWPPP Certified Personnel certifications must be attached.	20
Firm's ability to respond in a timely and acceptable manner to circumstances that may arise involving the project.	20
Firm's experience with submitting the required EOE and DBE reporting. Provide at least three projects that have been completed by your company.	20
Firms and current staffs experience with LAP contracts, FDOT projects, and FDOT testing procedures.	20

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

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V. SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	Monday, April 13, 2015
Letters of Interest due date	11:59 p.m. CST, Tuesday, April 21, 2015
Short-Listing Meeting	Tuesday, April 28, 2015
Discussions, Ranking Meeting	Wednesday May 6, 2015
Written Scope due to Committee for Review	Monday, May 11, 2015
Fee Proposal due to Committee for Review	Friday, May 15, 2015
1 st Negotiations with First Ranked Firms	Tuesday, May 19, 2015
2 nd Negotiations with First Ranked Firms	If Required, Tuesday May 26, 2015
Board of County Commissioners approval	Thursday, June 25, 2015

Note: Per Florida Statute 119.071, General exemptions from inspection or copying of public records 2. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Public Records of this solicitation will not be available until Thursday, May 21, 2015.

VI. SUBMITTAL REQUIREMENTS

The County has implemented an Electronic Submittal Process that utilizes GovernmentForms.software® (GFS) to generate a customized version of the Standard Form (SF) 330 in a specific format. Other items shall be in PDF format and

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must be submitted by electronic upload via GFS or manually via the County's web site at http://submittals.myescambia.com/

Required items are described below (The following forms must be submitted electronically in the order listed below):

1. Update Standard Form (SF) 330 – Part II (GFS format)

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For those firms that have already provided an SF 330 Part II update as required

Note: The wording on the form can't be changed, but include information as though the listing reads as follows:

- 11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES <u>INVOICED</u> AND PAID BY OF-FIRM FOR LAST 3 YEARS
- 11. a. Federal Escambia County Florida Board of County Commissioners
- 11. b. Non-Federal Non-Escambia County Florida Board of County Commissioners Work
- 2. Standard Form (SF) 330 Part I (GFS format)

Generated by GovernmentForms.software®, maximum 75 pages, includes:

- Standard Form (SF) 330 Part I, Section A-C
 Page Limit: Typically just 1 page in length
- Standard Form (SF) 330 Part I, Section D
 - o For each individual shown on the organizational chart list the following:
 - Name
 - Position relative to the project
 - Firm
 - Position in the firm
- Standard Form (SF) 330 Part I, Section E Page Limit: 20 pages/resumes
- Standard Form (SF) 330 Part I, Section F Page Limit: 10 pages/projects
- Standard Form (SF) 330 Part I, Section G
 Page Limit: 1 page
- Standard Form (SF) 330 Part I, Section H

Solicitation Identification Number PD 14-15.051 LOCAL AGENCY PROGRAM AGREEMENT PROJECT C.E.I. (CONSTRUCTION ENGINEERING INSPECTIONS) FOR CR 99 (CR 196 TO CR 97A) PAVED SHOULDERS CEI

Financial Management No. 429670-2-68-01

Federal-Aid Project No. 8886-498-A

LOCAL AGENCY PROGRAM AGREEMENT PROJECT C.E.I. (CONSTRUCTION ENGINEERING INSPECTIONS) FOR CR 196 (CR 97 TO CR 99) PAVED SHOULDERS CEI

Financial Management No. 429670-4-68-01

Federal-Aid Project No. 8886-499-A

3. Letter of Interest (PDF format)

Letter of Interest prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually (<u>Page Limit</u>: Total Letter of Interest length shall not exceed 50 pages).

Requirements for this section (to be included in Letter of Interest):

- Specific answers to the Phase 1 Evaluation Criteria for Short-listing
- Proposers shall list all currently active contracts or task orders with Escambia County, Florida and the following relative information
 - Contract or Task Order name
 - Current status
 - o Costs
 - Original cost, to include any change orders
 - Remaining balance
- Proposers shall list any work which their organization failed to complete in the last five (5) years and describe the when, where, how and why of such failure.
- Proposers shall list any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name and to discuss the reasons thereof.
- Proposers shall list any lawsuits in which their team (firms and individuals) is involved relative to services performed or failed to perform over the last five (5) years
- Proposers shall include any additional information to represent your firm for consideration.

Documents

- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions
- Certification Regarding Lobbying
- Disclosure of Lobbying Activities
- Truth in Negotiation Certification
- DBE Participation Statement
- Bid Opportunity List for Professional Consultant Services, And Commodities
 & Contractual Services
- Certification Regarding E-Verify System
- Sworn Statement Pursuance to Section 287.133 (3)(A), <u>Florida Statutes</u>, On Entity Crimes

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Drug-Free Workplace Form
 Information Sheet For Transactions and Conveyances Corporate
 Identification

No additional information is to be included in the Letter of Interest.

Federal-Aid Project No. 8886-498-A

Note: Failure to provide the information listed above could be reason for deeming a firm non-responsive.

Federal-Aid Project No. 8886-498-A

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Federal Provisions to be included in Local Agency Contracts:

TERMS FOR FEDERAL-AID CONTRACTS

The following terms apply to all contracts in which it is indicated in the Standard Professional Services Agreement that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement not withstanding.
- C. Compliance with Regulations: The Consultant shall comply with the Regulations of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the

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Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

- F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
 - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
 - 2. cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor

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or supplier as a result of such direction, the Consultant may request the Agency to enter into such litigation to protect the interests of the Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- K. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

- L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- M. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Agency in compliance with 2 CFR, Part 180, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Agency.

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It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

- N. The Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
 - 1. employ or retain, or agree to employ or retain, any firm or person, or
 - 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- O. The Consultant hereby certifies that it has not:
 - employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
 - 2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
 - 3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Agency and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

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Employment Eligibilty Verification

The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the Consultant during the term of the Contract to perform employment duties within Florida and all persons, including subconsultants, assigned by the Consultant to perform work pursuant to the Contract.

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LOCAL AGENCY PROGRAM AGREEMENT PROJECT C.E.I. (CONSTRUCTION ENGINEERING INSPECTIONS)

49 CFR Part 29 - Appendix B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions For Certification

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- 4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily

Solicitation Identification Number PD 14-15.051

LOCAL AGENCY PROGRAM AGREEMENT PROJECT C.E.I. (CONSTRUCTION ENGINEERING INSPECTIONS)

excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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LOCAL AGENCY PROGRAM AGREEMENT PROJECT C.E.I. (CONSTRUCTION ENGINEERING INSPECTIONS)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature/Authorized Certifying	Official Typed Name	and Title
Applicant/Organization	Date	Signed

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LOCAL AGENCY PROGRAM AGREEMENT PROJECT C.E.I. (CONSTRUCTION ENGINEERING INSPECTIONS)

49 CFR Part 20 - Appendix A

CERTIFICATION REGARDING LOBBYING

Certification For Contracts, Grants, Loans, And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature/Authorized Certifying Official	Typed Name and Title	
·	-	
Applicant/Organization	Date Signed	

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

1. Type of Federal Action: 2. Status of Federal Action: 3. Report Type: a. bid/offer/application a. contract a. initial filing b. grant [⊥]b. initial award b. material change c. cooperative agreement For Material Change Only: c. post-award year quarter d. loan e. loan guarantee date of last report _____ f. loan insurance 4. Name and Address of Reporting Entity: 5. If Reporting Entity in No. 4 is a Subawardee, Enter Name Prime Subawardee and Address of Prime: Tier _____, if known: Congressional District, if known: **Congressional District**, *if known*: 6. Federal Department/Agency: 7. Federal Program Name/Description: CFDA Number, if applicable: 9. Award Amount, if known: 8. Federal Action Number, if known: 10. a. Name and Address of Lobbying Entity **b. Individuals Performing Services** (including address if (if individual, last name, first name, MI): different from No. 10a) (last name, first name, MI): (attach Continuation Sheet(s) SF-LLLA, if necessary) 11. Amount of Payment (check all that apply): **13. Type of Payment** (check all that apply): a. retainer b. one-time fee **12. Form of Payment** (check all that apply): C. commission a. cash d. contingent fee b. in-kind; specify: nature _____ e. deferred value f. other; specify: _____ 14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLLA, if necessary) 15. Continuation Sheet(s) SF-LLLA attached: ☐ Yes ☐ No **16.** Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact Signature: upon which reliance was placed by the tier above when this transaction was made Print Name: _____ or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for Date: _____ Telephone No.: each such failure. Authorized for Local Reproduction Federal Use Only: Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- 3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
- 6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizationallevel below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 12. Check the appropriatebox(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
- 14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
- 16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Solicitation Identification Number PD 14-15.051

LOCAL AGENCY PROGRAM AGREEMENT PROJECT C.E.I. (CONSTRUCTION ENGINEERING INSPECTIONS)

TRUTH IN NEGOTIATION CERTIFICATION

For any lump-sum or cost-plus-a-fixed-fee professional service agreement over \$60,000 the Agency requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement will be accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Agency determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Agency, whichever is later.

Name of Consultant
Ву:
Authorized Signature
Date

375-030-21 PROCUREMENT 10/01

Exhibit "A" STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DBE PARTICIPATION STATEMENT

Note: The Consultant is required to complete the following in	normation and submit this form with the technical proposal.
Project Description:	
Consultant Name:	
This consultant () is () is not a Department of Transport	ation certified Disadvantaged Business Enterprise (DBE).
Expected percentage of contract fees to be subcontracted to	DBE(s): %
If the intention is to subcontract a portion of the contract fees follows:	to DBE(s), the proposed DBE sub-consultants are as
DBE Sub-Consultant	Type of Work/Commodity
	1
By:	
Date:	

375-040-62 PROCUREMENT 04/07

BID OPPORTUNITY LIST FOR PROFESSIONAL CONSULTANT SERVICES, AND COMMODITIES & CONTRACTUAL SERVICES

Prime Contractor/Prime Consultant:		
Address/Phone Number:		
D (A) (A) (A) (A)		
49 CFR Part 26.11 The list is intended to be a listing of DOT-assisted contracts. The list must include all firms the supplies materials on DOT-assisted projects, including the include all subconsultants contacting you and expressing project. Prime contractors and consultants must provide information they have available on Numbers 5, 6, 7, and	hat bid on prime contracts, on both DBEs and non-DBEs. Fing an interest in teaming with a information for Numbers 1,	or bid or quote subcontracts and for consulting companies this list must be you on a specific DOT-assisted 2, 3 and 4, and should provide any
1. Federal Tax ID Number: 2. Firm Name: 3. Phone: 4. Address: 4. Address: 5. Federal Tax ID Number: 6. Federal Tax ID Num		8. Annual Gross Receipts Less than \$1 million Between \$1 - \$5 million
4. Address:	7. Subcontracto	
5. Year Firm Established:	- -	
1. Federal Tax ID Number:	Non-DBE	8. Annual Gross Receipts Less than \$1 million Between \$1 - \$5 million
4. Address:	7. Subcontracto	
5. Year Firm Established:	- -	
1. Federal Tax ID Number:		8. Annual Gross Receipts Less than \$1 million Between \$1 - \$5 million
4. Address:	7. Subcontracto	
5. Year Firm Established:	-	
1. Federal Tax ID Number:		8. Annual Gross Receipts ☐ Less than \$1 million ☐ Between \$1 - \$5 million ☐ Between \$5 - \$10 million
	7. Subcontracto	or 🔲 Between \$10 - \$15 million
5. Year Firm Established:	<u> </u>	

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

BID SHEET (Invitation to Bid – ITB)
LETTERS OF RESPONSE (LOR)
PRICE PROPOSAL (Request for Proposal – RFP)
REPLY (Invitation to Negotiate – ITN)

Solicitation Identification Number PD 14-15.051

LOCAL AGENCY PROGRAM AGREEMENT PROJECT C.E.I. (CONSTRUCTION ENGINEERING INSPECTIONS)

Certification Regarding E-Verify System

Contractor hereby certifies compliance with the following:

Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Escambia County. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Escambia County on its behalf utilize the E-Verify system to verify employment of all new employees hired by subcontractor.

CONTR	ACTOR:	
Busines	s Name	
Ву:	Signature	
Name: _	Printed	
Title:	Printed	
Date:		

Solicitation Identification Number PD 14-15.051

LOCAL AGENCY PROGRAM AGREEMENT PROJECT C.E.I. (CONSTRUCTION ENGINEERING INSPECTIONS)

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), <u>FLORIDA</u> <u>STATUTES</u>, ON ENTITY CRIMES

This sworn statement is submitted to					
	(print name of the public entity)				
by					
(print individual's name a	and title)				
for					
(print name of entity subm	nitting sworn statement)				
whose business address is					
and (if applicable) its Federal 1	Employer Identification Number (FEIN) is:				
and (if applicable) its i ederal i	Employer Identification (Tumber (TEHV) is.				

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida** Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

Solicitation Identification Number PD 14-15.051

LOCAL AGENCY PROGRAM AGREEMENT PROJECT C.E.I. (CONSTRUCTION ENGINEERING INSPECTIONS)

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any of its officers, directors,
executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
The autity submitting this group statement on any or many of its officers directors

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

		(signature)
Sworn to an subscribed before me this	day of	, 20
Personally knownOR produced identification	Notary Public - St	ate of
(Type of identification)	My commission e	xpires
(Printed typed	or stamped commissions	ed name of notary public)

Solicitation Identification Number PD 14-15.051

LOCAL AGENCY PROGRAM AGREEMENT PROJECT C.E.I. (CONSTRUCTION ENGINEERING INSPECTIONS)

Drug-Free Workplace Form

The	undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that											
	does: Name of Business											
1.	Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.											
2.	Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.											
3.	Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.											
4.	In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.											
5.	Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.											
6.	Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.											
Che	ck one:											
	As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.											
	As the person authorized to sign this statement, this firm does not comply fully with the above requirements.											
	Offeror's Signature											

Date

Solicitation Identification Number PD 14-15.051

LOCAL AGENCY PROGRAM AGREEMENT PROJECT C.E.I. (CONSTRUCTION ENGINEERING INSPECTIONS)

Information Sheet for Transactions and Conveyances Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation: If not a Florida Corporation, In what state was it created: Name as spelled in that State:				(P	(Please Circle One)					
				<u>Yes</u>	or	<u>No</u>				
What	kind	of corpora	ntion is it:	<u>"For I</u>	Profit"	or	"No	t for Profit"		
Is it in	ı good	standing:		<u>Yes</u>	or	<u>No</u>				
Autho	orized	to transac	ct business in Flori	ida:	Yes	or	<u>No</u>			
			Department of	f State	Cer	tificate	of	Authority	Document	
Does i	it use a	a registere	ed fictitious name:	<u>Yes</u>	or	<u>No</u>				
Name	s of O	fficers:								
	Presi	dent:			S	ecretary	:			
	Vice	President:			T	reasure	r:			
	Direc	ctor:			D	irector:				
	Othe	r:			O	ther:				
Name	of Co	rporation	(As used in Florid	a):						
		(Spelled e	exactly as it is regis	tered with	h the st	ate or fe	ederal	government)		
Corpo	orate A	Address:								
	City, Stree	Office Box State Zip: et Address: State, Zip								

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

Solicitation Identification **Number PD** 14-15.051

LOCAL AGENCY PROGRAM AGREEMENT PROJECT C.E.I. (CONSTRUCTION ENGINEERING INSPECTIONS)

Page 2 of 2 Corporate Identification

Federal Identification Number:	
(For all instruments to be recorded, to	axpayer's identification is needed)
Contact person for Company:	E-mail:
Telephone Number:	Facsimile Number:
Name of individual who will sign the instru	ument on behalf of the company:
officer shall have permission to sign via a re	all be signed by the President or Vice-President. Any other esolution approved by the Board of Directors on behalf of the a copy of the resolution together with the executed contract to
(Spelled exactly as	it would appear on the instrument)
Title of the individual named above who w	vill sign on behalf of the company:
	End
(850) 488-9000 Verified by:	Date:

(Revised 9/18/09)

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised July 11, 2013)

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AGREEMENT
THIS AGREEMENT is made and entered into thisth day of, 201_, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and, a for-profit corporation authorized to transact business in the State of Florida, whose address is, (City), (State) (Zip), and whose Federal tax identification number is XX-XXXXXXXX (hereinafter referred to as the "Consultant").
ARTICLE I
DEFINITIONS AND IDENTIFICATIONS
For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.
1.1 <u>BOARD OF COUNTY COMMISSIONERS:</u> The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.
1.2 <u>CONSULTANT:</u> is the Consultant selected to perform professional services pursuant to this Agreement.
1.3 <u>CONTRACT ADMINISTRATOR:</u> Whenever the term "Contract Administrator" is used herein, it is intended to mean (Name), (Title), (Department). In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
1.4 <u>CONTRACT SERVICES:</u> The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.
1.5 <u>COUNTY:</u> Escambia County is a body corporate and politic and a political subdivision of the State of Florida.
1.6 <u>LUMP SUM COMPENSATION</u> : Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.
1.7 <u>NOTICE TO PROCEED:</u> A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.
1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for

ARTICLE 2

PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1	Under this	Agreement,	Escambia	County	will budg	et funds	during	Fiscal	Year(s)	XX-XX
in the a	amount of _				(;	\$)	for this	Project.	

- 2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.
- 2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3 SCOPE OF WORK

- 3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.
- 3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.
- 3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

- (a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.
- (b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.
- (c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- 3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.
 - (a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The	estimated	construction	contract	price	for	the	project	described	in	the
Agreem	ent is \$_			•						

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4 TIME FOR PERFORMANCE

- 4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.
- 4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.
- 4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5 COMPENSATION AND METHOD OF BILLING AND PAYMENT

- 5.2 <u>FEE SCHEDULE:</u> The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.
- 5.3 <u>DIRECT EXPENSES</u>: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:
 - (a) Transportation expenses in connection with the Project.
 - (b) Living expenses in connection with travel and any other travel expenses.
 - (c) Long distance communications and other miscellaneous budget expenses.
 - (d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.
 - (e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 **METHOD OF BILLING AND PAYMENT:**

For lump sum contracts, the Consultant may submit bills to the County at the (a) completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

- The County agrees that it shall pay the Consultant within forty five (45) business (b) days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.
- (c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

- Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.
- Unless otherwise notified in writing of a new address, notices, payment, and (b) invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c)	Payments and Notices to the Consultant	shall be made to:
(d)	Invoices to the County shall be sent to:	Notices to the County shall be sent to:
		County Administrator P.O. Box 1591
	Pensacola, Florida	Pensacola, Florida 32597-1591

ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7

COUNTY'S RESPONSIBILITIES

- 7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.
- 7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.
- 7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.
- 7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8 CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

- (a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.
- (b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate,

more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

- (c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.
- (d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 <u>CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:</u>

- (a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.
 - (b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.
- (c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9

GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

- (a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.
- (b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 <u>TERMINATION</u>:

- (a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.
- (b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.
- (c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.
 - (d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

- (a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.
- (b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

- 9.4 <u>NO CONTINGENT FEES</u>: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
- 9.5 <u>SUBCONTRACTORS</u>: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.
- 9.6 <u>ASSIGNMENT</u>: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

- 9.8 INSURANCE: The Consultant is required to carry the following insurance:
 - (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
 - (b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
 - (c) Professional Liability coverage with \$1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than \$5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five** (5) years from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
- (f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Claudia Simmons, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

- (a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.
- (b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

- (a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.
- (b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.
- 9.12 <u>HEADINGS</u>: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.
- 9.13 <u>GRATUITIES</u>: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.
- 9.14 <u>CONFLICT OF INTEREST</u>: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

- 9.15 <u>SURVIVAL</u>: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.
- 9.16 <u>GOVERNING LAW</u>: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.
- 9.17 <u>INTERPRETATION</u>: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.
 - (a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.
 - (b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.
- 9.18 <u>SEVERABILITY</u>: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.
- 9.19 <u>COMPLIANCE WITH LAWS</u>: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.
- 9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

- 9.21 <u>PARTICIPATION IN OTHER PROCEEDINGS</u>: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.
- 9.22 <u>FURTHER DOCUMENTS</u>: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.
- 9.23 <u>NO WAIVER</u>: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

on the respective dates under each signal County Commissioners, signing by its Co Agreement through the express delegation	ties hereto have made and executed this Agreementure: Escambia County, Florida through its Board of county Administrator, duly authorized to execute this nof authority set forth in Chapter 46, Article II of the document
	COUNTY: ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.
	By:County Administrator
Witness	Date:
Witness	BCC Approved:
	CONSULTANT:
	Corporation authorized to do business in the State of Florida.
ATTEST: Corporate Secretary	By:(Name), (Title)
By:	Date:

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CR 99 (CR 196 to CR97) PAVED SHOULDERS CR 196 (CR 97 TO CR 99) PAVED SHOULDERS IN ESCAMBIA COUNTY

ID T	Task Name	Duration	Start	Finish	2016
1 (EI CONTRACT DURATION IN WORKING DAYS	ARD slaves	Man Cities	TC 0/30/45	ter 3rd Quarter 4th Quarter 1st Quarter 2nd Quarter 3rd Quarter 4th May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Company
		480 days	Mon 6/1/15	Thu 9/22/16	
2	PRECONSTRUCTION CEI OPERATIONS	30 days	Mon 6/1/15	Tue 6/30/15	
3	MEET W. DISTRICT FINAL ESTIMATES MANAGER TO DETERMINE SURVEY REQUIREMENTS (CHIPLEY)	12 days	Mon 6/1/15	Fri 6/12/15	
4	REQUEST SURVEY WAIVER FROM ESCAMBIA COUNTY CPM	1 day	Mon 8/1/15	Mon 6/1/15	
5	PERFORM PRECONSTRUCTION LEVEL LOOP SURVEY	10 days	Wed 6/3/15	Fri 6/12/15	
6	PROVIDE WRITTEN NOTIFICATION TO CONTRACTOR OF SURVEY RESULTS/FINDINGS	1 day	Mon 6/1/15	Mon 6/1/15	♦ 6/1
	MEET W COUNTY PROJECT MANAGER TO REVIEW PROCESS FOR MONTHLY CONTRACTOR PAYMENTS	1 day	Mon 6/1/15	Mon 6/1/15	Ti and the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second secon
8	REQUEST ELECTRONIC DESIGN FILES FROM ENGINEER OF RECORD	1 day	Tue 6/2/15	Tue 6/2/15	1
9	PRE-SERVICES MEETING WITH CONSTRUCTION PROJECT MANAGER	1 day	Mon 6/1/15	Mon 6/1/15	₽
0	SUBMIT PERSONNEL REQUEST FORMS	1 day	Mon 6/1/15	Mon 6/1/15	T .
1	CONFIRM FDOT COMPUTER ACCESS	1 day	Mon 6/1/15	Mon 6/1/15	T
2	MEET W/ DISTRICT EEO COMPLIANCE MANAGER (LAP REQUIREMENTS)	1 day	Mon 6/8/15	Mon 6/8/15	î l
3	MEET W/FDOT ENVIRONMENTAL LIAISON	1 day	Wed 6/3/15	Wed 6/3/15	1
4	MEET W/ DISTRICT STAFF FOR SITEMANAGER/EDMS ORIENTATION (CHIPLEY)	1 day	Mon 6/8/15	Mon 6/8/15	₽
5	QA/QC MEETING WITH CONSTRUCTION PROJECT MANAGER	1 day	Mon 6/8/15	Mon 6/8/15	₽
3	SUBMIT HMM QA/QC PLAN FOR REVIEW AND APPROVAL	1 day	Mon 6/8/15	Mon 6/8/15	
	SUBMIT HMM QA/QC REVIEW SCHEDULES	1 day	Mon 6/8/15	Mon 6/8/15	T .
B	SUBMIT RESUMES FOR QA/QC REVIEWS	1 day	Mon 6/8/15	Mon 6/8/15	1
)	PERFORM PRE-CONSTRUCTION VIDEO UTILIZING GoPro VIDEO CAMERA	3 days	Wed 6/10/15	Fri 6/12/15	
)	COLLECT PRE-CONSTRUCTION PHOTOGRAPHS	9 days	Mon 6/22/15	Tue 6/30/15	₽ ♥
	PRE-CONSTRUCTION & UTILITY COORDINATION MEETING	9 days	Mon 6/22/15	Tue 6/30/15	₽ ₽
2	REVIEW PRE-CONSTRUCTION CONFERENCE SUBMITTALS AND PROVID RESPONSE TO CONTRACTOR	9 days	Mon 6/22/15	Tue 6/30/15	
	NOTICE TO PROCEED to CONTRACTOR	420 days	Wed 7/1/15	Tue 8/23/16	V
	CONSTRUCTION CONTRACT DURATION	420 days	Wed 7/1/15	Tue 8/23/16	
5	PRE-ACCEPTANCE MEETING W/ FDOT ENVIRONMENTAL LIAISON	1 day	Sun 7/10/16	Sun 7/10/16	
	POST CONSTRUCTION CEI OPERATIONS	30 days	Wed 8/24/16	Thu 9/22/16	
	COMPILE MATERIALS CERTIFICATION PACKAGE	1 day	Wed 8/24/16	Wed 8/24/16	TO THE RESERVE OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON OF THE PERSON O
	COLLECT FINAL ACCEPTANCE VIDEO AND PHOTOGRAPHS OF PROJECT	1 day	Thu 8/25/16	Thu 8/25/16	
	COMPLETE FINAL "AS-BUILT" SURVEY	15 days	Fri 8/26/16	Fri 9/9/16	
	COMPLETE FINAL ESTIMATE DOCUMENTATION	29 days	Wed 8/24/16	Wed 9/21/16	
	PROVIDE PROJECT PAYMENT CERTIFICATION	1 day	Thu 9/22/16	Thu 9/22/16	
-	PROVIDE COPY OF OFFER OF FINAL PAYMENT	1 day	Thu 9/22/16	Thu 9/22/16	10
	IN 42967026801 Task	Progress			Miestone Summan Broint Summan

CONSTRUCTION ENGINEERING and INSPECTION (CEI) ESTIMATE OF WORK EFFORT

HATCH MOTT MACDONALD, LLC

5111 N. 12th Avenue Pensacola, Florida 32504

DESCRIPTION: C.E.I. for CR 196 (CR 97 to CR 99) Paved Shoulders

 Financial Management No.
 429670-4-68-01

 Federal-Aid Project No.
 8886-499-A

 COUNTY:
 ESCAMBIA

 PD:
 114-15_052

Construction Contract(s), Consultant Services, Project	2015								2016								Totals	Totals		Raw
No(s), and/or Personnel Classifications	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	in Hours	in Months	Wage Rate	Salary S
Senior Project Engineer	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	13	0.08	59.35	\$771.55
Project Administrator	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	26	0.16	40.77	\$1,060.02
Contract Support Specialist	0.04	0.02	0.02	0.04	0.04	0.04	0.02	0.02	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	92	0.56	27.16	\$2,498.72
Sr Inspector		0.25		0.25			4								0.01	0.06	92	0.56	24.61	\$2,264.12
Inspector		0.5	0.5	0.5	0.5	0.5	0.3	0.4	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.00	1106	6.70		\$23,259.18
Inspector (Asphalt Plant)					0.5	0.5						0.25	0.25	0.5			330	2.00	21.03	\$6,939.90
Resident Compliance Specialist/Secretary/Scanning	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	528	3.20	17.50	\$9,240.00
Totals in Man Months	0.255	0.985	0.65	1.005	1.255	1.255	0.535	0.635	0.755	0.755	0.755	1.005	1.005	1.255	0.755	0.315	2187	13.26		\$46,033.49

** FEE COMPUTATIONS		
BASIC SALARY COSTS		\$46,033.49
Cost Elements and Additives		
a) Overhead (General)	125.07%	\$57,574.09
b) FCCM	0.15%	\$69.05
SALARY RELATED COSTS		\$103,676.63
Operating Margin (Fixed Fee)	25.00%	\$11,508.37
SUBTOTAL INCLUDING MARG	IN & FCCM	\$115,185.00
Expenses (18.21% Salary Costs)		\$4,764.47
LUMP SUM FEE		\$119,949.47

CONSTRUCTION ENGINEERING and INSPECTION (CEI) ESTIMATE OF WORK EFFORT

HATCH MOTT MACDONALD, LLC 5111 N. 12th Avenue Pensacola, Florida 32504

DESCRIPTION: C.E.I. for CR 196 (CR 97 to CR 99) Paved Shoulders

Financial Management No.

Federal-Aid Project No.

COUNTY:

429670-4-68-01

8886-499-A

ESCAMBIA

PD: 14-15_052

Construction Contract(s), Consultant Services, Project No(s), and/or Personnel Classifications	Unburdened Wage Rate	Fully Burdened Wage Rate			
Senior Project Engineer	59.35	\$154.65			
Project Administrator	40.77	\$106.23			
Contract Support Specialist	27.16	\$70.77			
Sr Inspector	24.61	\$64.13			
Inspector	21.03	\$54.80			
Inspector (Asphalt Plant)	21.03	\$54.80			
Resident Compliance Specialist/Secretary/Scanning	17.50	\$45.61			

CONSTRUCTION ENGINEERING and INSPECTION (CEI) ESTIMATE OF WORK EFFORT

HATCH MOTT MACDONALD, LLC 5111 N. 12th Avenue Pensacola, Florida 32504

C.E.I. for CR 99 (CR 196 to CR 97) Paved Shoulders

 Financial Management No.
 429670-2-68-01

 Federal-Aid Project No.
 8886-498-A

 COUNTY:
 ESCAMBIA

 PD:
 14-15_052

DESCRIPTION:

Construction Contract(s), Consultant Services, Project	2015							2018									Totals	Totals	Wage	Raw
No(s), and/or Personnel Classifications	June	July	Ang	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	in Hours	in Months	Rate	Salary S
Senior Project Engineer	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	13	0.08	59.35	\$771.55
Project Administrator	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	132	0.80	40.77	\$5,381.64
Contract Support Specialist	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	211	1.28	27.16	\$5,730.76
Sr Inspector		0.25		0.25	A Y									0.25		0.25	165	1.00	24.61	\$4,060.65
Inspector	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	2640	16 00	21.03	\$55,519.20
Inspector (Asphalt Plant)	-	4			0.75	0.75		N = NINNU				0.75	0.75	1	0.75		784	4.75	21.03	\$16,487.52
Resident Compliance Specialist/Secretary/Scanning	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	528	3.20	17.50	\$9,240.00
Totals in Man Months	1.335	1.585	0.65	1.585	2.085	2.085	1.335	1.335	1.335	1,335	1.335	2.085	2.085	2.585	2.085	1.585	4473	27 11	211.45	\$97,191.32

** FEE COMPUTATIONS		
BASIC SALARY COSTS		\$97,191.32
Cost Elements and Additives		
a) Overhead (General)	125.07%	\$121,557.18
b) FCCM	0.15%	\$145.79
SALARY RELATED COSTS		\$218,894.29
Operating Margin (Fixed Fee)	25.00%	\$24,297.83
SUBTOTAL INCLUDING MARGI	N & FCCM	\$243,192.12
Expenses (18.21% Salary Costs)		\$10,059.30
LUMP SUM FEE		\$253,251.42

CONSTRUCTION ENGINEERING and INSPECTION (CEI) ESTIMATE OF WORK EFFORT

HATCH MOTT MACDONALD, LLC 5111 N. 12th Avenue Pensacola, Florida 32504

DESCRIPTION: C.E.I. for CR 99 (CR 196 to CR 97) Paved Shoulders

 Financial Management No.
 429670-2-68-01

 Federal-Aid Project No.
 8886-498-A

 COUNTY:
 ESCAMBIA

 PD:
 14-15_052

Construction Contract(s), Consultant Services, Project No(s), and/or Personnel Classifications	Unburdened Wage Rate	Fully Burdened Wage Rate
Senior Project Engineer	59.35	\$154.65
Project Administrator	40.77	\$106.23
Contract Support Specialist	27.16	\$70.77
Sr Inspector	24.61	\$64.13
Inspector	21.03	\$54.80
Inspector (Asphalt Plant)	21.03	\$54.80
Resident Compliance Specialist/Secretary/Scanning	17.50	\$45.61

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS For PROFESSIONAL SERVICES CONTRACTS

Revised 04/2015

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS For PROFESSIONAL SERVICES CONTRACTS

375-040-84 PROGRAM MANAGEMENT 04/15 Page 1 of 3

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement not withstanding.
- C. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
 - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
 - 2. cancellation, termination or suspension of the contract, in whole or in part.
- Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through I in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS For PROFESSIONAL SERVICES CONTRACTS

375-040-84
PROGRAM MANAGEMENT
04/15
Page 2 of 3

of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- J. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- L. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

- M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- N. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- O. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
 - 1. employ or retain, or agree to employ or retain, any firm or person, or
 - 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind:

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws,

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS For PROFESSIONAL SERVICES CONTRACTS

375-040-84 PROGRAM MANAGEMENT 04/15 Page 3 of 3

both criminal and civil.

- P. The Consultant hereby certifies that it has not:
 - employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
 - 2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
 - 3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Revised Vendor Performance Statement, to include "CONSULTANT PERFORMANCE EVALUATION" form (F070-1)

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

Escambia County, Florida CONSULTANT PERFORMANCE EVALUATION

Con	tract / Task Order Number					
Title	e					
Firn	n			Total Fee	\$	
Firn	n=s Project Manager			Contract C	Completion Date	
		Not.	Applicabl <u>e</u>	Performed Notably Well	Satisfactory Performance	Inferior Performance
1	Performing Design Services a. Functional Requirements b. Cost Conscious			·		
2	Preparing Construction Drawings a. Quality Control and Discipline Coordination b. Constructability					
3	Performing Construction Administration a. Inspections b. Submittal Review c. Pay Request Processing d. Requests for Information e. Administration					
4	Meeting Budget Constraints					
5	Meeting Schedules					
6	Performing Non-Design Services a. Addressing Requirements b. Adequacy of Work					
7	Cooperating a. With County b. With Contractors					
	(See	reverse fo	or evaluation co	omments.)		
Rec	ommended for future contracts? Yes	No	Conditional	(If ANo@ or A	AConditional@, co	mment below.)
Nan	ne & Title of Reviewing Official					
Sign	nature			1	Date	

Evaluation Comments

If you checked APerformed Notably Well, @ a comment is requested. If you checked AInferior Performance, required. Include item number.	@ a comment is
F0070-1	

Over



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-9260 County Administrator's Report 12. 16.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 11/05/2015

Issue: Amendment of Agreement for Signalization Continuing Services

Consultant

From: Claudia Simmons, Purchasing Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment of Agreement for Signalization Continuing Services

Consultant - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Amendment of Agreement for Professional Consulting Services, PD 13-14.080, for Signalization Continuing Services Consultant, approved on January 8, 2015, relating to Article 6, paragraph 6.1 Compensation, to correct the reference to the exhibit and to acknowledge that Article 6, paragraph 6.1 is hereby amended as follows:

6.1 COMPENSATION:

- (a) The County agrees to pay the Consultant as compensation for its services under Section 3.1 of this Agreement a fee to be computed as described below and based upon the schedule set forth in Exhibit & C, attached hereto and made a part hereof. Individual task orders submitted to the Consultant will be paid through a budget line item recommended by the Engineering/Transportation and Traffic Engineering and approved by the Board of County Commissioners. For each such task order, the consultant will be compensated by a lump sum fee as negotiated, unless otherwise mutually agreed to by the parties hereto.
- (b) The term "salary costs" as used herein shall mean the hourly rate as shown on Exhibit & C, attached hereto and made a part hereof, including but not limited to, principals, engineers, surveyors, draftsmen, clerks, plus costs for sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits. Said salary costs shall be only for time directly chargeable to a task order under this Agreement. A detailed breakdown for these costs shall be kept current and readily accessible to the County.

BACKGROUND:

The agreement between DRMP, Inc. and Escambia County, Florida was approved by the Board on January 8, 2015. The only change to the agreement is to correct the reference to the exhibit in Article 6, paragraph 6.1 Compensation.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Amendment of Agreement prepared by Kristin Hual, Asst. County Attorney

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County FL 1999, Chapter 46, Finance, Article II, Purchases.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Amendment of Agreements.

Attachments

01-08-2015 Board's Minutes Page Amendment of Agreement

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

- II. BUDGET/FINANCE CONSENT AGENDA Continued
- 1-12. Approval of Various Consent Agenda Items Continued
 - 7. Taking the following action concerning the Signalization Consultant Continuing Services Contract (Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 53101):
 - A. Awarding, and authorizing the County Administrator to sign, the Standard Professional Consulting Services Contract Documents for Agreement between Escambia County and DRMP, Inc., per the terms and conditions of PD 13-14.080, "Signalization Consultant Continuing Services," with funding to be approved on an annual basis; and
 - B. Approving funding, in the amount of \$200,000, for Fiscal Year 2014-2015, per the Joint Partnership Agreement approved by the Board of County Commissioners on December 5, 2013.
 - 8. Approving, and authorizing the Chairman to sign, the Amendment to the Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola relating to the Fiscal Year 2014/2015 Funding of the Pensacola-Escambia County Promotion and Development Commission (PEDC), allowing the PEDC to be paid semi-annually in advance (Funding: Fund 102, Economic Development Fund, Cost Center 360704).
 - 9. Taking the following action concerning a Grant Application for the Federal Transit Administration (FTA) Bus and Facilities Program, Grant 5339, by Escambia County Area Transit (ECAT) for the purchase of two replacement buses and purchase of benches/bus shelters and other related amenities (Funding: the Florida Toll Revenue credits cover the match required for this Grant; therefore, no County funds are required):
 - A. Adopting the Resolution (R2015-2) authorizing Escambia County to apply for and accept Grants, make purchases, and expend funds pursuant to Grant awards by the Florida Department of Transportation and the FTA Act of 1964;

(Continued on Page 16)

AMENDMENT OF AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES (PD 13-14.080)

THIS AMENDMENT is made and entered into this day ____ of _____, 2015, by and between Escambia County, Florida, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and DRMP, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose principal address is 700 South Palafox Place, Pensacola, Florida 32502, and whose Federal tax identification number is 59-1791174 (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, on January 8, 2015, the County previously entered into an Agreement for Professional Consulting Services (PD 13-14.080) with Consultant; and

WHEREAS, the Parties agree that paragraph 6.1 of the Agreement relating to Compensation referenced the wrong exhibit; and

WHEREAS, in order to memorialize the Parties intent, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the Parties agree to amend the Agreement as follows:

- 1. That the foregoing recitals are true and correct and incorporated herein by reference.
- 2. That Article 6, paragraph 6.1 is hereby amended as follows:

6.1 COMPENSATION:

- (a) The County agrees to pay the Consultant as compensation for its services under Section 3.1 of this Agreement a fee to be computed as described below and based upon the schedule set forth in Exhibit B C, attached hereto and made a part hereof. Individual task orders submitted to the Consultant will be paid through a budget line item recommended by the Engineering/Transportation and Traffic Engineering and approved by the Board of County Commissioners. For each such task order, the consultant will be compensated by a lump sum fee as negotiated, unless otherwise mutually agreed to by the parties hereto.
- (b) The term "salary costs" as used herein shall mean the hourly rate as shown on Exhibit B C, attached hereto and made a part hereof, including but not limited to, principals, engineers, surveyors, draftsmen, clerks, plus costs for sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits. Said salary costs shall be only for time directly chargeable to a task order under this Agreement. A detailed breakdown for these costs shall be kept current and readily accessible to the County.

- 3. That the Parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.
- 4. That the effective date of this Amendment shall be on the date last executed by the Parties.
- 5. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature:

	ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.
Witness	By:
Witness	Date:
	CONSULTANT: DRMP, INC.
Corporate Secretary	By:Scott Early, Office Leader
(CORPORATE SEAL)	Date:

Approved as to form and legal sufficiency.

By/Title:



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-9258 County Administrator's Report 12. 17.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 11/05/2015

Issue: Amendment of Agreement for Design Criteria Professional for the New

Escambia County 1476-Bed Correctional Facility

From: Claudia Simmons, Purchasing Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment of Agreement for Design Criteria Professional for the New Escambia County 1476-Bed Correctional Facility - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Amendment of Agreement for Professional Consulting Services, PD 13-14.080, for Signalization Continuing Services Consultant, approved on August 20, 2015, relating to Article 6, paragraph 6.1 Compensation, to correct the reference to the exhibit and to acknowledge that Article 6, paragraph 6.1 is hereby amended as follows:

COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of Three Million Nine Hundred Ninety Nine Thousand Two Hundred Eight Dollars (\$3,999,280.00) Four Million Eighty Eight Thousand Four Hundred Sixty Dollars (\$4,088,460.00). Final payment will be subject to approval by the Board of County Commissioners.

BACKGROUND:

The agreement between DLR Group, Inc. and Escambia County, Florida PD13-14.082 was approved by the Board of Commissioners on August 20, 2015 in the amount of \$3,999,280 as negotiated and agreed upon by Escambia County and DLR Group, Inc.

BUDGETARY IMPACT:

LEGAL CONSIDERATIONS/SIGN-OFF:

Amendment of Agreement prepared by Kristin Hual, Asst. County Attorney

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Amendment of Agreement.

Attachments

08-20-2015 Board's Minutes Page Amendment of Agreement

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. BUDGET/FINANCE CONSENT AGENDA Continued
- 1-25. Approval of Various Consent Agenda Items Continued
 - 20. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County and DLR Group, inc., per the terms and conditions of PD 13-14.082, Design Criteria Professional for the New Escambia County 1476-Bed Correctional Facility, Scope of Work and Fee Proposal negotiated with DLR Group, inc., July 28, 2015, for a lump sum amount of \$3,999,280, for the following, as directed by the Board on July 16, 2015 (Funding: Fund 352, Local Option Sales Tax III Fund, Cost Center 290407, Detention Capital Project, Project #14SH2728):
 - A. Evaluate the three remaining sites (Palafox and Airport, Palafox and Brent, and Superfund), and prioritize using objective criteria; provide block diagrams depicting a 700-Bed facility, core space to accommodate up to 1,476 inmates, and future bed space expansion to full build out at each of the sites; participate and assist staff at the Committee of the Whole Presentation;
 - B. Phase I Design Criteria Package to construct a 700-Bed Correctional Facility, with core services to handle future housing unit build outs; and
 - C. Phase II Design Criteria Package to construct staged follow on housing units to reach capacity of 1,476 inmates, for a lump sum amount of \$3,999,280.

AMENDMENT OF AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES (PD 13-14.082)

THIS AMENDMENT is made and entered into this day ____ of _____, 2015, by and between Escambia County, Florida, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and DLR Group, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose principal address is 100 East Pine Street, Suite 404, Orlando, Florida 32801, and whose Federal tax identification number is 93-0998113 (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, on August 20, 2015, the County previously entered into an Agreement for Professional Consulting Services (PS 13-14.082) with Consultant; and

WHEREAS, the Parties agree that the Agreement included an error and the Compensation provided in paragraph 5.1 was incorrect as drafted; and

WHEREAS, in order to memorialize the Parties intent, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the Parties agree to amend the Agreement as follows:

- 1. That the foregoing recitals are true and correct and incorporated herein by reference.
- 2. That Article 5, paragraph 5.1 is hereby amended as follows:
 - 5.1 <u>COMPENSATION:</u> The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of <u>Three Million Nine Hundred Ninety Nine Thousand Two Hundred Eight Dollars (\$3,999,280.00)</u> Four Million Eighty Eight Thousand Four Hundred Sixty Dollars (\$4,088,460.00). Final payment will be subject to approval by the Board of County Commissioners.
- 3. That the Parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.
- 4. That the effective date of this Amendment shall be on the date last executed by the Parties.
- 5. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any

state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature:

	ESCAMBIA COUNTY, FLORIDA , a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.
Witness	By:
Witness	Date:
	CONSULTANT: DLR GROUP, INC.
Corporate Secretary	By:
(SEAL)	Date:
	Approved as to form and legal sufficiency. By/Title: 40000ACA



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-9104 County Administrator's Report 12. 18.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 11/05/2015

Issue: PD 14-15.092, Scale Maintenance for Solid Waste Services

From: Claudia Simmons, Purchasing Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scale Maintenance for Solid Waste Service - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board award Contract PD 14-15.092, "Scale Maintenance for Solid Waste Service", to Fairbanks Scales, Inc., and approve the Agreement Relating to Scale Maintenance PD 14-15.092 between Escambia County and Fairbanks Scales, Inc., in the amount of \$70,000 annually, for a term of 36 months with two options for 12-month extensions.

[Funding: Fund 401, Solid Waste Fund, Cost Centers 230307 & 230314, Object Code 54601 - \$70,000 annually - Solid Waste Fund 401]

BACKGROUND:

The Office of Purchasing advertised the solicitation on September 7, 2015. Three vendors known to be qualified to perform the necessary services were notified on September 7, 2015. Three bids were received on September 22, 2015. Based upon the attached assessment for the costs of General Service, Labor and Truck Rates, it appears that Fairbanks Scales, Inc., is the lowest responsive bidder.

Solid Waste Services operates six truck scales to track weights and measure in accordance with the Florida Department of Agriculture and Consumer Services regulations. Preventive maintenance, repairs and emergency service are required to ensure scales are in compliance with state standards and provide for accurately assessing waste disposal charges at the Perdido Landfill and Palafox Transfer Stations.

This Contract is for a 36-month term, with two (2) 12-month options to extend.

BUDGETARY IMPACT:

Funding: Fund 401, Solid Waste Fund, Cost Centers 230307 & 230314, Object Code 54601 - \$70,000 annually - Solid Waste Fund 401

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney has prepared the Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL, Code of Ordinance, Chapter 46, Article II, Purchasing and Contracts. The Office of Purchasing advertised the solicitation on September 7, 2015. Three vendors known to be qualified to perform the necessary services were notified on September 7, 2015. Three bids were received on September 22, 2015. Based upon the attached assessment for the costs of General Service, Labor and Truck Rates, it appears that Fairbanks Scales, Inc., is the lowest responsive bidder.

Solid Waste Services operates six truck scales to track weights and measure in accordance with the Florida Department of Agriculture and Consumer Services regulations. Preventive maintenance, repairs and emergency service are required to ensure scales are in compliance with state standards and provide for accurately assessing waste disposal charges at the Perdido Landfill and Palafox Transfer Stations.

This Contract is for a 36-month term, with two (2) 12-month options to extend.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will distribute the Contract and Purchase Orders.

Attachments

Bid Tab
Bid Pricing Summary
Agreement

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION BID # PD 14-		ntenance for Sol	id Waste Service	E		
Bid Opening Time: 10:30 am CDT Bid Opening Date: 09/22/2015 Bid Opening Location: Rm 11.407	Cover Sheet/ Acknow.	Drug-Free Workplace Form	Information Sheet for Transactions &	Certificate of Authority to do Business in the State of	Certificate of Insurance	Sworn Statement Pursuant to Section	Scale Maintenance
NAME OF BIDDER			Conveyances Corporation ID	Florida		287.133(3)(a) , FL Statutes on Entity Crimes	
Fairbanks Scales, Inc.	Y	Y	Y	Y	N	Y	\$185.
System Scale Corporation	Y	Y	Y	Y	Y	Y	\$500.
Ziel Scale, Inc.	N	Y	Y	Y	Y	Y	\$250.
BIDS OPENED BY:	Lester L. Boyd,	Purchasing Spec	ialist		DATE: 9/22/20	15	
BIDS TABULATED BY:	Lori Kistler, Pu	rchasing SOSA			DATE: 9/22/20	15	
BIDS WITNESSED BY:	Lori Kistler, Pu	rchasing SOSA			DATE: 9/22/20	15	

CAR AGENDA REVIEW

10/22/2015

BCC MEETING 10/22/2015

The Purchasing Manager/Designee recommends to:

Award to Fairbanks Scales, Inc. in an annual amount of \$70,000.

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

ESCAMBIA COUNTY WASTE SERVICES

BID PRICING SUMMARY: SCALES MAINTENANCE AND REPAIR PD 14-15.092

PERDIDO LANDFILL				•	
	Fairbanks So	cales, Inc.	Ziel Scale, Inc.	System Scale Corp)
Inbound Maintenance	\$	185.00	\$ 250.00	\$	500.00
Outbound Maintenance	\$	185.00	\$ 250.00) \$	500.00
Automated Maintenance	\$	185.00	\$ 250.00) \$	500.00
Labor Rate/Hour	 \$	89.00	\$ 75.00) \$	84.00
OT Labor Rate/Hour	l s	105.00	\$ 112.50	\$	126.00
OT Rate begins	After 5pm		Before 8 am, After 5pm & Sat	Before 8 am, After 4:30 pm	1
OT Labor Rate/Sunday & Holidays	\$	105.00	\$ 150.00) \$	168.00
Service Truck Rate	\$	170.00	\$1.63/mile or \$227.30*	\$1,60/mile or \$102.67*	
Test Truck Rate	\$ \$		\$3.25/mile or \$453.21*	\$3.60/mile or \$231.01*	
Shop Supplies Surcharge	Ι Ψ	5%	l i	1'	3%
	_		*MapQuest estimated miles 139.45	*MapQuest estimated mile	s 64.17

TRANSFER STATION	Fairbanks Scales, Inc.	Ziel Scale, Inc.	System Scale Corp.
Inbound Maintenance	\$ 185.0		\$ 500.00
Outbound Maintenance	\$ 185.0	250.00	\$ 500.00
Pit Scale	\$ 450.0	\$ 2,330.00	\$ 500.00
Labor Rate/Hour	\$ 89.0	5 \$ 75.00	\$ 84.00
OT Labor Rate/Hour	\$ 105.0	112.50	\$ 126.00
OT Rate begins	After 5pm & Saturday	Before 8 am, After 5pm & Sat	Before 8 am, After 4:30 pm
OT Labor Rate/Sunday & Holidays	\$ 105.0	150.00	\$ 168.00
Service Truck Rate	\$ 170.0	3 \$1.63/mile or \$227.30*	\$1.60/mile or \$102.67*
Test Truck Rate Shop Supplies Surcharge	•	0 \$3.25/mile or \$453.21* % 3%	\$3.60/mile or \$231.01* 3%
		*MapQuest estimated miles 139.45	*MapQuest estimated miles 64.17

REMARKS: Waste Services prefers Fairbanks Scales, Inc. for the contract for PD14-15.092. Based on the assessment for the costs of general service, labor and truck rates, it appears that Fairbanks is the most responsive, responsible bidder.

AGREEMENT RELATING TO SCALE MAINTENANCE PD 14-15.092

THIS AGREEMENT is made this day of	2015 h		- n-d
between Escambia County, Florida, a political subdivision of the	State of	y c	anu .ida
(hereinafter referred to as "County"), whose mailing address is 22	Otate of I		iua
Pensacola, Florida 32502, and Fairbanks Scales, Inc. (hereinafte	r referred	ria +o	.ce,
"Contractor"), a foreign for-profit corporation authorized to conduct busi	noss in the	, C+	as
of Florida, whose federal identification number is 43-1464165, and	Mpoce at	inoi	alt
address is 821 Locust, Kansas City, MO 64106 and whose regional	address is	II ICI	pai
Ridgeline Road, Suite 202, Theodore, AL 36582.	address is	s 00)
5			

WITNESSETH:

WHEREAS, on September 22, 2015, the County issued an Invitation to Bidders (PD 14-15.092) seeking the services of a contractor to perform scale maintenance for Escambia County Solid Waste Services; and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

- NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:
- 1. <u>Recitals</u>. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
- 2. <u>Term.</u> This Agreement shall commence as of the effective date and continue for a term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for two additional twelve (12) month terms, up to a maximum of sixty (60) months. After all options to extend have been exercised, the County may unilaterally extend this Agreement up to an additional six (6) months. The total duration of this agreement shall not exceed the duration of 5.5 years.
- 3. <u>Scope.</u> Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for Scale Maintenance for Solid Waste Services, Specification No. P.D. 14-15.092, attached hereto as **Exhibit "A"**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.
- 4. <u>Compensation.</u> In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid Form, dated September 9, 2015, attached hereto as **Exhibit "B".**

- 5. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.
- 6. <u>Termination</u>. This Agreement will be subject to immediate termination for cause by County and may be terminated for convenience by County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.
- 7. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.
- 8. <u>Insurance</u>. The Contractor is required to carry the following insurance:
 - (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.
 - (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
 - (c) Florida statutory Workers' Compensation.
 - (d) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of

professional or business firms, each such firm shall be required to individually carry the above cited coverages.

- (e) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.
- (f) The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.
- 9. <u>Independent Contractor Status.</u> In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.
- 10. <u>Notice.</u> Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Fairbanks Scales, Inc. Attention: Richard Norden 821 Locust Street Kansas City, MO 64106 To: Escambia County Attention: County Administrator 221 Palafox Place, Suite 420 Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

- 11 <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.
- 12. <u>Public Records.</u> The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.
- 13. <u>Entire Agreement.</u> This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.
- 14. <u>Compliance with Laws.</u> Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.
- 15. <u>Assignment of Agreement</u>. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.
- 16. <u>Miscellaneous.</u> If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.
- 17. <u>Annual Appropriation</u>. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

	COUNTY: BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
	Ву:
ATTEST: PAM CHILDERS Clerk of the Circuit Court	Steven Barry, Chairman
orani orani orani	Date:
By:	BCC Approved:
(SEAL)	Approved as to form and legal sufficiency. By/Title: Date:
	CONTRACTOR: FAIRBANKS SCALES, INC.
ATTEST:	By: Richard Norden, President
By: Corporate Secretary (SEAL)	Date:

ESCAMBIA COUNTY FLORIDA INVITATION TO BID BIDDER'S CHECKLIST SCALE MAINTENANCE FOR SOLID WASTE SERVICE SPECIFICATION PD 14-15.092

HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. INCOMPLETE BIDS ARE NOT ACCEPTABLE. ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

* Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH RID:

BID FORMS (WITH ORIGINAL SIGNATURE)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)
- WRITTEN OPINION OF AN ATTORNEY FROM A FOREIGN STATE AS TO BID PREFERENCES

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

 PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

CERTIFICATE OF INSURANCE

HOW TO SUBMIT A NO BID

 IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "REASON FOR NO BID" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR BID ONLY. DO NOT RETURN WITH YOUR BID



ESCAMBIA COUNTY FLORIDA

INVITATION TO BIDDERS

SCALE MAINTENANCE FOR SOLID WASTE SERVICE

SPECIFICATION NUMBER PD 14-15.092

BIDS WILL BE RECEIVED UNTIL: 10:30 A.M., CDT, TUESDAY SEPTEMBER 22, 2015

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners

Steven Barry, Chairman Grover Robinson, IV, Vice Chairman Douglas Underhill Wilson B. Robertson Lumon J. May

Procurement Assistance:

Lester L. Boyd
Purchasing Specialist
Office of Purchasing, Room 11.101
Matt Langley Bell III, Building
213 Palafox Place, 2nd Floor
Pensacola, FL 32502
Tel: (850) 505

Tel: (850) 595-4944 Fax: (850) 595-4805 **Technical Assistance:**

Pat T. Johnson Landfill Director Solid Waste Services 13009 Beulah Road Cantonment, FL 32533 Tel: (850) 937-2164

Cell: (850) 554-2753 Fax: (850) 937-2152

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

(Revised 10/31/2013)

Preference in purchase of commodities and services by means of competitive bid.

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

<u>Competitive bid (local price match option)</u>. Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000 and \$249,999, and the bid submitted by one or more qualified and responsive local businesses is within **five percent** (5%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000 and \$999,999, and the bid submitted by one or more qualified and responsive local businesses is within **three percent** (3%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Board of County Commissioners.

Effective July 1, 2015, the County may not use a local preference "for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation. For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference..." See §255.0991, Florida Statutes

SCALE MAINTENANCE FOR SOLID WASTE SERVICES PD 14-15.092

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Forms marked with an (* Asterisk) must be returned with Offer.
Forms marked with a (** Double Asterisk) should be returned with Offer.

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SIGN AND RETURN THIS FORM WITH YOUR BIDS** SOLICITATION, OFFER AND AWARD FORM

BID FORM SUBMIT OFFERS TO:

Lester L. Boyd, Purchasing Specialist

Office of Purchasing, 2nd Floor, Room 11.101 213 Palafox Place, Pensacola, FL 32502

Phone No: (850) 595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA Invitation to Bid

SCALE MAINTENANCE FOR SOLID WASTE SERVICES PD 14-15.092

SOLICITATION

Mailing Date: September 22, 2015

OFFERS WILL BE RECEIVED UNTIL: 10:30 a.m., CDT, Tuesday, September 22, 2015, and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

OFFER (SHA	LL BE COMPLETED BY OFFEROR)
FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:	TERMS OF PAYMENT:
DELIVERY DATE WILL BEDAYS AFTER RECIEPT OF PURCHASE ORDER.	
VENDOR NAME:	REASON FOR NO OFFER:
ADDRESS:	The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s
CITY, ST. & ZIP:	
PHONE NO.: ()	BID BOND ATTACHED \$_ N/A
FOLL FREE NO.: ()	BID BOND AT TACHED 3 N/A
FAX NO.: ()	
I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFEI
the offerer and that the offerer is in compliance with the offer and certify that I am authorized to sign this offer for	(TYPED OR PRINTED)
occepted, the offerer will convey, sell, assign or transfer to Escambia County Florida, the offerer agrees that if the offer is to eliminate the offerer will convey, sell, assign or transfer to Escambia County Florida all rights into mid interest in and to all causes of action in may now or bereafter acquire under the Anti-trust laws of the United States and the State of Florida for a right florida for the United States and the State of	**
Plorids. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offerer.	SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER (MANUAL)

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD 14-15.092, SCALE MAINTENANCE FOR SOLID WASTE SERVICE, as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

ESCAMBIA COUNTY FLORIDA WASTE SERVICES PERDIDO LANDFILL BID SHEET FORM

SCALE MAINTENANCE FOR SOLID WASTE SERVICE BID SHEETS

Name of Company	
Name of Company Representative	
Address	
Phone	Email
<u>SCALE N</u>	MAINTENANCE
Inbound Price Per Maintenance	
Outbound Price Per Maintenance	
Automated Scale Price Per Maintenance	
Service is provided from this location:	PAIR RATES
Typical response time:	
Business Hours:	
Labor Rate Per Hour:	
Overtime Labor Rate Begins At (time):	
Overtime Labor Rate Per Hour:	
Days Considered Overtime:(I.e. Holidays, Su	nday)
Service Truck Rate:	
Test Truck Rate: (No overtime hour rates will be approached the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second	
(No overtime hour rates will be appro	oved on truck hours)
Comments:	
Signature	
Signature of Company Representative Print Name	Date

ESCAMBIA COUNTY FLORIDA WASTE SERVICES PALAFOX TRANSFER STATION

SCALE MAINTENANCE FOR SOLID WASTE SERVICE BID SHEETS

Name of Company		
Name of Company Representative		
Address		
Phone	Email	
	SCALE MAINTENANCE	
Inbound Price Per Maintenance		
Outbound Price Per Maintenance		
Pit Scale Price Per Maintenance		
Service is provided from this location:	REPAIR RATES	
Typical response time:		
Labor Rate Per Hour: Overtime Labor Rate Begins At (time): Overtime Labor Rate		
Per Hour: Days Considered Overtime:		
(i.e. Holidays, Sunday)		
Service Truck Rate:		
Test Truck Rate: (No overtime hour rates will approved on truck hours)	l be	
Additional Charges:		
Comments:		

Signature of Company Representative	Date
Print Name	
CONTRACTOR REQUIREMENTS	
Acknowledgment is hereby made of receipt of the f	following addenda issued during the bidding period
Addendum No Date	Addendum No Date
Addendum No Date	Addendum No Date
(PLEASE TYPE INF	ORMATION BELOW)
SEAL IF BID IS B	BY CORPORATION
State of Florida Department of State Certificate of Author Document Number	
Occupational License No	Bidder:
Florida Fire Protection System Contractors License No	By:Signature:
Expiration Date:	Title:_
Check one) Net 30 Days 2% 10th Prox	Address: Person to contact concerning this bid:
Vill your company accept Escambia County Purchasing ards? YesNo	Phone/Toll Free/Fax #
/ill your company accept Escambia County Direct ayment Vouchers? YesNo	E-Mail Address:Home Page Address:
	Person to contact for emergency service:
	Phone/Cell/Pager #:
	Person to contact for disaster service:
	Home Address:
	Home Phone/Cell/Pager #:

•

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

	(print name of the public entity)
by	
(print individual's name and title))
for	
(print name of entity submitting s	sworn statement)
whose business address is	
and (if applicable) its Federal Employe	er Identification Number (FEIN) is:

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), <u>Florida Statutes</u>, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
 - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on

contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

	wno are active in manag	gement of an e	ntity.		, 8
d.	Based on information an to the entity submitting	nd belief, the st this sworn stat	atement which lement. (indica	have marked below i te which statement a	s true in relation pplies.)
entity	ner the entity submitting the ers, shareholders, employed, nor any affiliate of the entity to July 1, 1989.	ees, memners	Or agente who	are active in the man	
entity	entity submitting this swor ers, shareholders, employe or, or an affiliate of the ent equent to July 1, 1989.	es, members	Or agents who	are active in the man	0 m 0 m 0 m 6 m 6 41
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Sworn to an sub	oscribed before me this	day of		, 19	
Personally know	vn				
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(Type o	f identification)		My commission	on expires	
	(I)	Printed typed o	r stamped com	missioned name of no	otary public)

Drug-Free Workplace Form

The	undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that					
	Name of Business					
1.	Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.					
2.	Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.					
3.	Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.					
4.	In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.					
5.	Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.					
5.	Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.					
Check	k one:					
	As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.					
	As the person authorized to sign this statement, this firm does not comply fully with the above requirements.					
	Offeror's Signature					
	Date					

Information Sheet For Transactions and Conveyances Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

	(Pleas	se Circle	e One)			
Is this a Florida Corporation	•	<u>Yes</u>	,	or	<u>No</u>	
If not a Florida Corporation, In what state was it created: Name as spelled in that State:						·
What kind of corporation is it:	<u>"For P</u>	rofit"	or	<u>"Not</u>	for Profit"	
Is it in good standing:	<u>Yes</u>	or	<u>No</u>			
Authorized to transact business in Florida:	<u>Yes</u>	or	<u>No</u>			
State of Florida Department of State Ce	rtificate	of Auth	ority I	Documen	it No.:	
Does it use a registered fictitious nam	e:	<u>Yes</u>	or	<u>No</u>		
Names of Officers:						
President:		_ Secre	tary:			
President: Vice President:		Treas	urer:			
Director:		_ Direct	tor:			
Other:		_ Other	·			
Name of Corporation (As used in Flori	ida):					
(Spelled exactly as it is	register	ed with	the sta	te or fede	eral governmen	at)
Corporate Address:						
Post Office Box:				_		
City, State Zip.						
Succi Address:				-		
City, State, Zip:				•		
(Please provide post office box and st	reet add	iress for	mail	and/or e	xpress deliver	y; also for recorded

(Please continue and complete page 2)

instruments involving land)

Page 2 of 2						
Corporate Identification						
Federal Identification Nu	mber:					
(For all instruments	s to be recorded, taxp	ayer's identification is needed)				
Contact person for compa	inv:					
Telephone Number:	Facsimi	le Number:				
Name of individual who w	Name of individual who will sign the instrument on behalf of the company:					
snall have permission to sign	n via a resolution ann	igned by the President or Vice-President. Any other office roved by the Board of Directors on behalf of the company olution together with the executed contract to the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Office of the Off				
(Sp	elled exactly as it w	ould appear on the instrument)				
Title of the individual nam	ed above whom wil	l sign on behalf of the company:				
		END				
(850) 488-9000	Verified by:	Deter				
(000) 100 3000	vermed by	Date:				

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850) 595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder Solicitation, Offer and Award Form and Bid Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

<u>Bid Information</u> See Home Page URL: http://www.myescambia.com/departments/purchasing Click on **ON-LINE SOLICITATIONS**

- 1. Sealed Solicitations
- 2. Execution of Solicitation
- 3. No Offer
- 4. Solicitation Opening
- 5. Prices, Terms and Payment
 - 5.01 Taxes
 - 5.02 Discounts
 - 5.03 Mistakes
 - 5.04 Condition and Packaging
 - 5.05 Safety Standards
 - 5.06 Invoicing and Payment
 - 5.07 Annual Appropriations
- 6. Additional Terms and Conditions
- 7. Manufacturers' Name and Approved Equivalents
- 8. Interpretations/Disputes
- 9. Conflict of Interest
 - 9.01 County Procedure on Acceptance of Gifts
 - 9.02 Contractors Required to Disclose any Gift Giving
 - 9.03 Gratuities
- 10. Awards
- 11. Nonconformance to Contract Conditions
- 12. Inspection, Acceptance and Title
- 13. Governmental Restrictions
- 14. Legal Requirements
- 15. Patents and Royalties
- 16. Price Adjustments
- 17. Cancellation
- 18. Abnormal Quantities
- 19. Advertising
- 20. Assignment
- 21. Liability
- 22. Facilities
- 23. Distribution of Certification of Contract

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS The following General Terms and Conditions are incorporated by reference (continued).

- 24. The Successful Bidder(s) must Provide
- 25. Addition/deletion of Items
- 26. Ordering Instructions
- 27. Public Records
- 28. Delivery
- 29. Samples
- 30. Additional Quantities
- 31. Service and Warranty
- 32. Default
- 33. Equal Employment Opportunity
- 34. Florida Preference
- 35. Contractor Personnel
- 36. Award
- 37. Uniform Commercial Code
- 38. Contractual Agreement
- 39. Payment Terms/Discounts
- 40. Improper Invoice; Resolution of Disputes
- 41. Public Entity Crimes
- 42. Suspended and Debarred Vendors
- 43. <u>Drug-Free Workplace Form</u>
- 44. <u>Information Sheet for Transactions and Conveyances</u>
- 45. Copies
- 46. <u>License and Certifications</u> For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
- 47. Execution of Contract
- 48. Purchase Order
- 49. No Contingent Fees
- 50. Solicitation Expenses
- 51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 14-15.092, "Scale Maintenance for Solid Waste Service", Name of Submitting Firm, Time and Date due.

Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark air bill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordenances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Procurement Questions

Procurement questions may be directed to Lester L. Boyd, Purchasing Specialist, Phone: (850) 595-4944, Fax: (850) 595-4905. Technical questions may be directed to Pat T. Johnson, Solid Waste Services, (850) 937-2164, Fax: (850) 937-2152. The last day for Vendor questions is listed as: Friday, September 18, 2015 @ 03:30 P.M., CDT.

3. Bid Forms

This Solicitation contains a Bid Form which shall be submitted in a sealed envelope, with Original signature in indelible ink signed in the proper spaces. `Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

4. Pre-Solicitation Conference

N/A

5. F.O.B. Point

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading (this includes inside delivery if requested) to designated point within Escambia County.

6. **Delivery**

Delivery to be as notified by Escambia County. The quantity will depend upon the County's need at the time of request.

7. Compliance with Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety, and Health Administration, (OSHA) requirements. Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 - 1. The potential for fire, explosion, corrosiveness and reactivity:
 - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
 - 3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment and Other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was complied and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

8. Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed original invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an original invoice, in duplicate, to:

Clerk of the Circuit Court Attention: Accounts Payable 221 Palafox Place Pensacola, FL 32502

9. Protection of Property/Security

The awarded vendor shall take all necessary precautions to protect buildings and personnel. All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

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The awarded vendor shall at all times guard against injury to Escambia County employees and the general public.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

10. Compliance with Governing Laws and Regulations

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations.

Contract Information NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

11. Contract Term/Renewal/Termination

A. The contract resulting from this Solicitation shall commence effective, upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for an additional Two (12) months periods for a total of 60 months, upon mutual agreement of both parties concerned. If there are any changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

10. <u>Interim Extension of Performance</u>

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

11. Pricing

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

12. Price Adjustment

The contract resulting from this Solicitation may include provisions for twelve (12) month, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

13. Purchasing Agreements with other Government Agencies

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within the offeror's area of responsibility, territory, zone, region, etc., unless otherwise stipulated by the offeror on the bid form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this offer.

14. Ordering

The County will issue release purchase orders against the contract on an as needed basis for the supplies or services listed on the bid form.

The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid form, for less than \$1000.00 per individual transaction. The County can issue vouchers for less than \$1000.00 against the contract, on an as needed basis, for the supplies or services listed on the bid form.

15. <u>Licenses, Certifications, Registrations</u>

The offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

16. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

17. Award

Award shall be made on an "all-or-none total" basis.

18. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

19. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

20. As Specified

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

21. Quantity

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form.

It is understood by all offeror's that these are only estimated quantities and the county is not obligated to purchase any minimum or maximum amount during the life of this contract.

Insurance Requirements

22. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide Coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

- 1. Indicate that Escambia County is an additional insured on the general liability policy.
- 2. Include a reference to the project and the Office of Purchasing number.
- 3. Disclose any self-insured retentions in excess of \$1,000.

4. Designate Escambia County as the Certificate Holder as follows:

Escambia County

Attention: Lester L. Boyd, Purchasing Specialist

Office of Purchasing, Room 11.101

P. O. Box 1591

Pensacola, FL 32591-1591 Fax: (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

23. <u>Indemnification</u>

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

WASTE SERVICES SCOPE OF WORK PALAFOX TRANSFER STATION SCALE MAINTENANCE

Scope of Services:

The Contractor shall provide all equipment, labor, management, materials, parts, tools and transportation necessary to calibrate, maintain, repair and test the scales at the Palafox Transfer Station operated by Escambia County Waste Services.

Description of Scales:

- Inbound Scale Rice Lake Survivor
- Outbound Scale Rice Lake Survivor
- Pit Scale Mettler platform, Rice Lake instruments/panel

Preventative Maintenance Requirements:

Maintenance is performed in January, May and September. It is scheduled by Waste Services personnel. The scales at this location contain 14 load cells and 7 controllers. Maintenance will comply with the requirements of the Florida Weights and Measures Law and the latest edition of the National Institute of Standards and Technology (NIST) Handbook 44. Preventative maintenance shall include, but is not limited to:

- o All traveling expenses to and from the site;
- o Remove cover plates on scales, and clean and grease load cells and receiver cups;
- Visually inspect all components for corrosion and apply proper treatment;
- o Check and perform bumper bolt adjustments;
- Inspect and tighten cable connections at load cells and control boxes;
- o Inspect and test with certified test weights scales covered in this scope of work;
- o Make all normal adjustments to restore and maintain the accuracy of the scales;
- o Recommend procedures to identify and prevent defective services from recurring;
- o Replace back-up batteries for all inside readers annually;
- o Provide written test results for each scale calibration.

Emergency Repair

Emergency repairs will be performed on an as-needed basis. Emergency repairs include any unforeseen, unanticipated work not listed under Preventative Maintenance. Initial response to an emergency service request will take place within twenty-four (24) hours. The response will consist of diagnosing the scale problems and quotes for the repair. Repairs will begin as soon as authorization is given.

Non-Emergency Maintenance and Repair

Non-Emergency maintenance and repairs are those which will be performed on an as-needed basis. The repairs will take place during normal working hours unless instructed otherwise. Repairs will begin as soon as authorization is given. The written quote/response shall include, but is not limited to the following:

- o Diagnosis of the problem;
- o Cost of parts;
- Travel time for routine repair;
- Estimated hourly labor rate;
- o Mobilization of vehicles needed for use of service;
- o Warranty information.

ESCAMBIA COUNTY FLORIDA WASTE SERVICES

SCOPE OF WORK

PERDIDO LANDFILL SCALE MAINTENANCE

Scope of Services:

The Contractor shall provide all equipment, labor, management, materials, parts, tools and transportation necessary to calibrate, maintain, repair and test the scales at the Perdido Landfill operated by Escambia County Waste Services.

Description of Scales:

Manufacturer: Fairbanks Scales

Inbound Scale Model: PLT-6010-409
Outbound Scale Model: PLT-6010-408
Automatic Scale Model: PLT-6010-HVR09

Preventative Maintenance

Preventative maintenance will be performed in January, May and September. It is scheduled by Waste Services Personnel. The scales at this location contain 24 load cells and 12 controllers. Maintenance will comply with the requirements of the Florida Weights and Measures Law and the latest edition of the National Institute of Standards and Technology (NIST) Handbook 44. Preventative maintenance shall include, but is not limited to:

- o All traveling expenses to and from the site:
- o Remove cover plates on scales, clean and grease load cells and receiver cups;
- Visually inspect all components for corrosion and apply proper treatment;
- Check and perform bumper bolt adjustments;
- o Inspect and tighten cable connections at load cells and control boxes;
- Inspect and test with certified test weights scales covered in this scope of work;
- o Make all normal adjustments to restore and maintain the accuracy of the scales;
- o Recommend procedures to identify and prevent defective services from recurring;
- o Replace back-up batteries for all inside readers annually;
- Provide written test results for each scale calibration, as well as, written reporting of any identified issues and recommended repairs.

Emergency Repair

Emergency repairs will be performed on an as-needed basis. Emergency repairs include any unforeseen, unanticipated work not listed under Preventative Maintenance. Initial response to an emergency service request will take place within twenty-four (24) hours. The response will consist of diagnosing the scale problem and quote for the repair. Repairs will begin as soon as authorization is given.

Non-Emergency Maintenance and Repair

Non-Emergency maintenance and repairs are those which will be performed on an as-needed basis. The repairs will take place during normal working hours unless instructed otherwise. Repairs will begin as soon as authorization is given. The written quote/response shall include, but is not limited to the following:

- o Diagnosis of the problem;
- o Cost of parts;
- Travel time for routine repair:
- Estimated hourly labor rate;
- o Mobilization of vehicles needed for use of service;
- o Warranty information.

ESCAMBIA COUNTY FLORIDA WASTE SERVICES

PALAFOX TRANSFER STATION SCALE MAINTENANCE FOR SOLID WASTE SERVICE BID SHEETS

RAY DUPLA /				
5821 KAN	GELINE RD.	THEODORE, AL	. 36582	#202
Address				4000
(251)378-1694 Phone	RD	UPLANTIERE FAI	RBANKS, CON	n
		Email		
Inhaust Dr		LE MAINTENANCE		
Inbound Price Per Maintenance Outbound Price Per	15	35.00		
Maintenance	18	5.00		
Pit Scale Price Per Maintenance	45	50.00		
Service is provided from this location:	MOBILE	REPAIR RATES		
Typical response time:	2 Hours o	RLESS		
Labor Rate Per Hour: Overtime Labor Rate	89.0	rб		
Begins At (time): Overtime Labor Rate	5:00 p.m.			
Per Hour:	105.00			
Days Considered Overtime:	VEEKNIGHTS , W	LECKENDS, HOLI	haus	
(i.e. Holidays, Sunday)		, HOLI	DAYS	
Service Truck Rate:	170,00	•		
Test Truck Rate: (No overtime hour rates will be	401	00		
approved on truck hours) Additional Charges:	5% FOR	SHOP SUPPLIES		
Communi Charges:	5% FOR	SHOP SUPPLIES		

Comments: ALL FAIRBANKS PARTS WILL BE DISCOUNTED 10%



ESCAMBIA COUNTY FLORIDA WASTE SERVICES PERDIDO LANDFILL BID SHEET FORM

SCALE MAINTENANCE FOR SOLID WASTE SERVICE BID SHEETS
Name of Company FAIRBANKS SCALES
Name of Company Representative RAY DUPLANTIER
Address 5821 RANGELINE RD. #202 MINEDDORE, AL. 36582
Phone (251) 378-1694 Email RDUPLANTIER CFAIRBANKS. COM
SCALE MAINTENANCE
Inbound Price Per Maintenance
Outbound Price Per Maintenance 185.
Automated Scale Price Per Maintenance 185.
Service is provided from this location:
Typical response time: 2 Hours or LESS
Business Hours: MONDAY-FRIDAY 8:00AM-5:00 pm
Labor Rate Per Hour: 99,00
Overtime Labor Rate Begins At (time): 5:00 pm
Overtime Labor Rate Per Hour: 105.00
Days Considered Overtime: <u>USEKAUGHTS, WEEKENDS, HoLID</u> AY 5 (Le. Holidays, Sunday)
Service Truck Rate: 170.00
Test Truck Rate: 390.
(No overtime hour rates will be approved on truck hours) Additional Charges: 5% FOR SHOP SUPPLIES
Comments: FAIRBANKS PARTS WILL BE DISCOUNTED AT 10%
ignature of Company Representative Kar Life Date 9/9/15



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-9215 County Administrator's Report 12. 19.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 11/05/2015

Issue: Local Agency Agreement Between FDOT and Escambia County for

Bauer Road

From: Joy D. Blackmon, P.E., Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State of Florida Department of Transportation Local Agency Program Agreement between the Florida Department of Transportation and Escambia County, Florida, for Bauer Road - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the the State of Florida Department of Transportation Local Agency Program Agreement between the Florida Department of Transportation and Escambia County, Florida, for the design of paved shoulders along Bauer Road from Gulf Beach Highway to Sorrento Road:

A. Approve the State of Florida Department of Transportation Local Agency Program Agreement between the Florida Department of Transportation and Escambia County for Bauer Road; and

B. Adopt a Resolution authorizing the Chairman to sign the Local Agency Program Agreement.

[Funding Source: Fund 352, "LOST III"]

BACKGROUND:

The purpose of this agreement is to enter into a Local Agency Program between Escambia County (hereinafter referred to as the County) and the Florida Department of Transportation (hereinafter referred to as the Department), regarding funding \$38,593 for the design of five-foot paved shoulders along Bauer Road from County Road (CR) 292A (Gulf Beach Highway) to State Road (SR) 292 (Sorrento Road).

The Board authorized staff to submit this project to the Department in April 2014 for funding through the Transportation Alternatives Program. It has been selected this year to be funded for the design phase. County staff will administer the hiring of a design consultant, and the County will be reimbursed by the Department for the cost of design.

It is estimated that \$38,593 will cover all of the design costs.

A separate submittal for construction funding will be submitted to the Department in the Spring of 2016.

BUDGETARY IMPACT:

The Department will reimburse the County \$38,593 for expenses related to the design of the Project. A supplemental budget amendment will be prepared by the Office of Management and Budget to recognize the funding for the LAP Agreement.

Funds are available in Fund 352, "LOST III"

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and signed off on the Agreement and the Resolution.

PERSONNEL:

No new personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

County staff will coordinate with the Department staff during procurement of design contracts.

Attachments

LAP Agreement
LAP Resolution
2014 Resolution

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM AGREEMENT

525-010-40 PROGRAM MANAGEMENT OGC- 08/15 Page 1 of 15

FPN: 437085-1-38-01	Fund: TALU	FLAIR	Approp:	
Federal No: 9044-031-C	Org Code:		R Obj:	
FPN:	Fund:	FLAIR	Approp:	
FPN:Federal No:	Org Code:	FLAIR	Obj:	
FPN:	Fund:	FLAIR	Approp:	
Federal No:	Org Code:	FLAIR	Obj:	
County No:48 (Escambia)	Contract No:	Vendo	or No: E5960005	98174
County No:48 (Escambia) FDOT Data Universal Number Sy	stem (DUNS) No: 80-939-7102	Local Agency DUNS I	No: 07-507-9673	1
Catalog of Federal Domestic Assi	stance (CFDA): 20,205 Highway	Planning and Constru	uction	
("Department"), and Escambia Co	PROGRAM AGREEMENT ("Agreen the State of Florida, Departmentunty B.O.C.C. ("Agency"). Consideration of the mutual coven	nt of Transportation, a	an agency of the	State of Florida
 Authority: The Agency, copy of which is attached as Ext Agreement on its behalf. The Dep Agreement. 	nibit "F" and made a part of this	Agreement, has author	orized its officers	s to execute this
2. Purpose of Agreement:	The purpose of this Agreement	is to provide for the	Department's pa	articipation in the

- 2. Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the design of the Bauer Road Paved Shoulder Project, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of Agreement: The Agency agrees to complete the Project on or before <u>December 31, 2016</u>. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

Project Cost:

- A. The total cost of the Project is \$ 38,593.00. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.1.
- B. The Department agrees to participate in the Project cost up to the maximum amount of \$38,593.00 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.
- C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:
 - Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;

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LOCAL AGENCY PROGRAM AGREEMENT

- Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments:

- A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".
- B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
- C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.
- E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Agency.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM AGREEMENT

Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- H. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.
- J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- M. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts

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LOCAL AGENCY PROGRAM AGREEMENT

of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- 6. Department Payment Obligations: Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:
 - A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
 - B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
 - C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
 - D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or
 - E. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

- 7. General Requirements: The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.
 - A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

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LOCAL AGENCY PROGRAM AGREEMENT

- vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
- vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.
- B. Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.
- C. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- D. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- E. The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.
- F. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.
- G. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists. Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM AGREEMENT

- H. For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.
- 8. Audit Reports: The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.
 - A. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
 - B. The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or programspecific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. Exhibit "1", Federal Financial Assistance (Single Audit Act) to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200. Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

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- iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).
- iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 - Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including financial statements, the independent auditor's working papers and project records as necessary.

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Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, Florida 32399-0450 FDOTSingleAudit@dot.state.fl.us

- C. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.
- 9. Termination or Suspension of Project: The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.
 - B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
 - C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
 - D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.
 - E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The

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closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

10. Contracts of the Agency:

- A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- C. The Agency shall comply with, and require is consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.
- 11. Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

- 12. Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.
- 13. Performance Evaluations: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.
 - A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, with

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minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

- B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.
- 14. Restrictions, Prohibitions, Controls, and Labor Provisions: During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:
 - A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
 - B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.
 - C. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
 - D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
 - E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
 - F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

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The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

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- A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- B. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- C. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- E. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- F. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- 1. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.
- J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative

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agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- K. The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- L. The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☑ will ☐ will not maintain the improvements made for their useful life.
- M. The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

N. The Agency:

- i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
- ii. shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- O. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- P. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- Q. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

R. Exhibits

- Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.
- ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.
- iii, If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.

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iv.	An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.
V.	Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.
vi.	Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.
vii.	☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.
VIII.	☐ This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L"is attached and incorporated into this Agreement.
ix.	☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.
х.	☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.
xi.	☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.
xii.	Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.
xiii.	☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

AGEN	CY Escambia County B.O.C.C.	STATE OF FLORIDA, DEPARTMENT OF TRANS	SPORTATION
Ву:	Name: Steven Barry Title: Chairman	By: Name: Jason D. Peters, P.E. Title: Director of Transportation Development	nent
ATTEST	Clerk of the Circuit Court	Approved as to for sufficiency.	m and legal
2)	Deputy Clerk	By/Title:	S

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: <u>437085-1-38-01</u>	
is exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, ansportation and	Department of
scambia County B.O.C.C.	
ROJECT LOCATION:	
The project is on the National Highway System.	
The project is on the State Highway System.	
ROJECT LENGTH AND MILE POST LIMITS: 1.306 Miles	
ROJECT DESCRIPTION: The design of paved shoulders along Bauer Road from CR 292A Gulf Beach I 2 Sorrento Road in Pensacola	⊣ighway to SR
PECIAL CONSIDERATIONS BY AGENCY:	

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall not begin until a Notice to Proceed has been issued by the Department.

The Agency shall ensure that the project will be constructed within the exsisting right of way.

The Agency shall be responsible for verifying that the NEPA document is adhered to for the life of the project.

Off the State Highway System (Off-System) LAP construction projects must be administered in accordance with either Local Agency SpeCifications that have been approved by the Department; the pre-approved FDOT LAP ("Big Four")Specifications; or Divisions II and III of the FOOT Standard Specifications for Road and Bridge Construction and implemented modifications in accordance with the LAP Manual. The Agency will be responsible for all project level inspection and verification testing.

On the State Highway System (On-System) LAP construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FOOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FOOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used in accordance with the LAP Manual. The Agency will be responsible for all project level inspection, verification testing, and assuring all data are entered into Laboratory Information Management Systems (LIMS). In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of \$10 million or more.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM AGREEMENT

525-010-40 PROGRAM MANAGEMENT OGC = 08/15 Page 2 of 2

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by N/A

b) Design to be completed by December 31, 2016

- c) Right-of-Way requirements identified and provided to the Department by N/A.
- d) Right-of-Way to be certified by N/A
- e) Construction contract to be let by N/A
- f) Construction to be completed by N/A

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Cultural Resource Assessment Survey (including coordination with the State Historic Preservation Officer) and all documentation necessary to support the environmental Class of Action Determination will be the responsibility of the Department.

The Department will issue Notice to Proceed to the Agency after final design plans and the project Bid Package to include Specifications, updated construction estimate, draft construction contract, and completed Construction checklist have been reviewed and approved.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM AGREEMENT

525-010-40B PROGRAM MANGEMENT OGC - 08/15 Page 1 of 1

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS Escambia County B.O.C.C.	FPN: 437085-1-38-01	
P.O. Box 1591 Pensacola, FL 325913		

		FUNDING			
TYPE OF WORK By Fiscal Year		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Planning-18	FY: FY: FY:				
100	Total Planning Cost				
Project Developm	ent & Environment (PD&E) - 28 FY: FY: FY:			=_	
	Total PD&E Cost				
Design - 38	FY: 2016 FY: 2017 FY: 2018	\$38,593.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$38,593.00 \$0.00 \$0.00
	Total Design Cost	\$38,593.00	\$0.00	\$0.00	\$38,593.00
Right-of-Way - 48	FY: FY: FY:			\equiv	
	Total Right-of-Way Cost				
Construction-58	FY: FY: FY:		E	Ξ_	三
	Total Construction Cost				
Construction Eng	ineering and Inspection (CEI) - 68 FY: FY: FY:	Ξ	=_		
	Total CEI Cost				
	FY: FY: FY:	\equiv		=	
	Total Project Costs	\$38,593.00	\$0.00	\$0.00	\$38,593.00
	TOTAL COST OF THE PROJECT	\$38,593.00	\$0.00	\$0.00	\$38,593.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

ROGRAM MANAGEMENT Page 1 of 2

LOCAL AGENCY PROGRAM AGREEMENT

Exhibit "E" TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- Compliance with REGULATIONS: The contractor shall comply with the Regulations relative to (1.) nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this contract.
- Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall (2.)not discriminate on the basis of race, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the contract covers a program set forth in Appendix B of the REGULATIONS.
- Solicitations for Sub-contractors, including Procurements of Materials and Equipment: In all (3.)solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the REGULATIONS relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.)Information and Reports: The contractor shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- Sanctions for Noncompliance: In the event of the contractor's noncompliance with the (5.)nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration. Federal Aviation Administration, or

525-010-40E ROGRAM MANAGEMENT OGC-- 08/15 Page 2 of 2

LOCAL AGENCY PROGRAM AGREEMENT

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.
- (6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (7.)(42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY PROGRAM AGREEMENT

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EXHIBIT "F"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205

CFDA Title: Highway Planning and Construction

Federal-Aid Highway Program, Federal Lands Highway Program

CFDA Program Site: https://www.cfda.gov/

Award Amount: \$38,593.00

Awarding Agency: Florida Department of Transportation

Award is for R&D: No Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards http://www.ecfr.gov/

OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014 http://www.whitehouse.gov/omb/circulars/a133 compliance supplement 2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), Cost Principles for State, Local and Indian Tribal Governments http://www.whitehouse.gov/omb/circulars a087 2004/

OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments http://www.whitehouse.gov/omb/circulars-a102/

Title 23 – Highways, United States Code http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 - Transportation, United States Code http://uscode.house.gov/browse/prelim@title49&edition=prelim

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141 http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf

Federal Highway Administration – Florida Division http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS) https://www.fsrs.gov/

RESOLUTION NUMBER R2015-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A LOCAL AGENCY PROGRAM AGREEMENT FROM THE STATE OF TRANSPORTATION TO DESIGN FLORIDA DEPARTMENT OF PAVED SHOULDERS ALONG BOTH SIDES OF BAUER ROAD FROM CR 292A GULF BEACH HIGHWAY TO SR 292 SORRENTO ROAD: AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Department has agreed to fund, by way of a Local Agency Program Agreement (LAP), the total cost of design of paved shoulders along Bauer Road from CR 292A Gulf Beach Highway to SR 292 Sorrento Road (FPID 437085-1-38-01) (hereinafter referred to as "the Project"); and

WHEREAS, Escambia County, Florida (hereinafter referred to as "County"), has met the eligibility requirements by the Department; and

WHEREAS, the estimated total Project cost is \$38,593 (thirty-eight thousand and five hundred ninety-three dollars) and is the maximum participation by the Department; and

WHEREAS, any expenses in excess of the total cost of the Project will be borne by the County.

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

SECTION 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporates them herein by reference.

SECTION 2. That the Board hereby supports the proposed Project for paved shoulders along Bauer Road from CR 292A Gulf Beach Highway to SR 292 Sorrento Road

SECTION 3. That the Board hereby instructs its staff to coordinate and cooperate with the Department in developing and managing this project.

<u>SECTION 4.</u> That the Board hereby authorizes the Chairman to sign the Local Agency Program Agreement between the Department and the County.

SECTION 5. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____day of _______ 2015.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

By: ______
Deputy Clerk

(SEAL)

Approved as to form and legal

sufficiency.

Date:



RESOLUTION NUMBER R2014 - 34

BOARD OF COUNTY RESOLUTION OF THE COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA APPLICATIONS FOR TRANSPORTATION SUPPORT OF PROGRAM FUNDING DESIGN **ALTERNATIVES** TO CONSTRUCT BICYCLE AND PEDESTRIAN FACILITIES ALONG ESTABLISHING A NEED FOR SEVERAL COUNTY ROADS: BICYCLE AND PEDESTRIAN FACILITIES; PROVIDING FOR **COUNTY TRANSPORTATION** PLANNING AND REGIONAL ENDORSEMENT OF A PEDESTRIAN SIDEWALK; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners desires to promote and encourage alternative modes of transportation; and

WHEREAS, traffic congestion, traffic accidents and pollution of the environment all stand to be reduced through a decrease in the dependence on motor vehicles; and

WHEREAS, Escambia County is attempting to alleviate the burgeoning demand created by motor vehicles on the roadway system; and

WHEREAS, the roadways known as Massachusetts Avenue; Chemstrand Road (CR-749); "W" Street (CR-453); Olive Road (CR-290); Bauer Road (CR-293); and Dog Track Road (CR-297), are located in the unincorporated area of Escambia County, Florida; and

WHEREAS, many citizens of Escambia County have expressed a desire for a bicycle and pedestrian facilities throughout the county; and

WHEREAS, the following projects are proposed and approved in the Florida-Alabama Transportation Planning Organization's Bicycle Pedestrian Master Plan;

Sidewalks along Massachusetts Avenue from Hollywood Boulevard to Mobile Highway (SR-10A);

Sidewalks along Chemstrand Road (CR-749) from Nine Mile Road (SR-10) to Ten Mile Road;

Sidewalks along "W" Street (CR-453) from Fairfield Drive (SR-295) to Navy Boulevard (SR-30):

Sidewalks along Olive Road (CR-290) from Ninth Avenue (SR-289) to Davis Highway (SR-291):

Paved shoulders along Bauer Road (CR-293) from Sorrento Road (SR-292) to Gulf Beach Highway (CR-292A);

Paved shoulders along Dog Track Road (CR-297) from Blue Angel Parkway (SR-173) to Lillian Highway (SR-30); and

WHEREAS, Federal Surface Transportation Program funds are now available for transportation alternatives projects through the State of Florida Department of Transportation; and

WHEREAS, these projects appear to meet the eligibility requirements for funding, and it is in the best interests of the public health, safety, and welfare of the citizens of Escambia County that the funding be sought from the State of Florida Department of Transportation.

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

Section 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporated herein by reference.

Section 2. That the proposed bicycle and pedestrian projects applications have been endorsed by the Florida-Alabama Transportation Planning Organization and Escambia County as serving an unmet vital transportation need for the public health, safety, and welfare of the citizens of Escambia County.

That the Board of County Commissioners, in furtherance of such purpose, supports filing the application with the State of Florida Department of Transportation for Federal Transportation Alternatives Program funding for the listed projects.

Section 4. That this Resolution will take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this 29th of Opril, 2014

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Lumon J. May. Chair

Date Executed

፤: Pam Childers Clerk of the Circuit Court

ស័មស៊េ Clerk

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE WITNESS MY HAND AND OFFICIAL SEAL PAM CHILDERS

CALLOF THE CIRCUIT COURT & COMPTROLLER ESCAMBIA GOUNTY, FLORIDA

W Haves

Approved as to form and Jegal

sufficiency.

By/Title Date:

2



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-9225 County Administrator's Report 12. 20.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 11/05/2015

Issue: Local Agency Program Agreement Between FDOT and Escambia

County for Gulf Beach Highway

From: Joy D. Blackmon, P.E., Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State of Florida Department of Transportation Local Agency Program Agreement between the Florida Department of Transportation and Escambia County, Florida, for Gulf Beach Highway - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation Local Agency Program Agreement between the Florida Department of Transportation and Escambia County to construct repairs to the stormwater system along a portion of Gulf Beach Highway (County Road (CR) 292A) between Ponte Verde Road and Longwood Street:

A. Approve the State of Florida Department of Transportation Local Agency Program Agreement Between the Florida Department of Transportation and Escambia County for repairs to the stormwater system along a portion of Gulf Beach Highway (CR 292A); and

B. Adopt a Resolution authorizing the Chairman to sign the State of Florida Department of Transportation Local Agency Program Agreement.

[Funding Source: Fund 352, "LOST III"]

BACKGROUND:

This project, estimated to cost \$148,518, is a result of damages that occurred during the April 2014 rainfall event. The Florida Department of Transportation (the Department) agrees to participate in the project cost up to a maximum amount of \$121,680. Design of the stormwater repair project is nearing completion and is being funded through Local Option Sales Tax (LOST) for \$3,858.43. The Agreement is to fund the construction and construction inspection services for this project, which includes drainage repairs to the stormwater system located along Gulf Beach Highway (CR 292A) between Ponte Verde Road and Longwood Drive (map attached).

Construction is anticipated to begin in June 2016.

BUDGETARY IMPACT:

The Department will reimburse the County up to \$121,680 for expenses related to the construction of the Project. A supplemental budget amendment will be prepared by the Office of Management and Budget to recognize the funding for the LAP Agreement.

Funding is available in Fund 352, "LOST III".

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and signed off on the Agreement and the Resolution.

PERSONNEL:

No new personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires Board approval of all Agreements.

IMPLEMENTATION/COORDINATION:

County staff will coordinate with the Department staff during construction of the project.

Attachments

LAP Agreement
LAP Resolution
map

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION.

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LOCAL AGENCY PROGRAM AGREEMENT

FPN: 436251-2-58-01	Fund: ACER, LF	FLAIR	Approp:	
Federal No: E141-084-E				
FPN: 436251-2-68-01	Fund: ACER, LF	FLAIR	Approp:	
Federal No: E141-084-E	Org Code:	FLAIR (Obj:	
FPN:	Fund:	FLAIR	Approp:	
Federal No:	Org Code:	FLAIR		
County No:48 (Escambia)	Contract No:	Vendor	No: F5960005	98174
FDOT Data Universal Number Sy	stem (DUNS) No: 80-939-7102 L	ocal Agency DUNS N	0: 07-507-9673	
Catalog of Federal Domestic Ass	stance (CFDA): 20.205 Highway I	Planning and Construc	tion	
	PROGRAM AGREEMENT ("Agree en the State of Florida, Departmen ounty B.O.C.C. ("Agency").			
	consideration of the mutual covena	nts, promises and rep	resentations in	this Agreement,
the parties agree as follows:				

- 2. Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the replacement CR 292A Gulf Beach Highway Drainage Repair Project, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- Term of Agreement: The Agency agrees to complete the Project on or before December 31, 2016. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

Project Cost: 4.

- A. The total cost of the Project is \$ 148,518.00. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.1.
- B. The Department agrees to participate in the Project cost up to the maximum amount of \$121,680.00 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.
- C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;

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LOCAL AGENCY PROGRAM AGREEMENT

- Approval of all plans, specifications, contracts or other obligating documents and all other terms
 of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments:

- A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".
- B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
- C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.
- E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1)**, **F.S.**, will be due and payable, in addition to the invoice amount, to the Agency.

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LOCAL AGENCY PROGRAM AGREEMENT

Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- H. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.
- J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- M. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts

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of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- 6. Department Payment Obligations: Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:
 - A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
 - B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
 - C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
 - D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or
 - E. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

- 7. General Requirements: The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.
 - A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - Maintains familiarity of day to day Project operations, including Project safety issues;
 - Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

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- vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
- vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.
- B. Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.
- C. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- D. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- E. The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.
- F. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.
- G. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists. Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- H. For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.
- 8. Audit Reports: The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.
 - A. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
 - B. The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or programspecific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, Exhibit "1", Federal Financial Assistance (Single Audit Act) to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

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- iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).
- iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 - Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including financial statements, the independent auditor's working papers and project records as necessary.

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Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, Florida 32399-0450 FDOTSingleAudit@dot.state.fl.us

- C. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.
- 9. Termination or Suspension of Project: The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.
 - B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
 - C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
 - D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.
 - E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The

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closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

10. Contracts of the Agency:

- A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- C. The Agency shall comply with, and require is consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.
- 11. Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

- 12. Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.
- 13. Performance Evaluations: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.
 - A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, with

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minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

- B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.
- 14. Restrictions, Prohibitions, Controls, and Labor Provisions: During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:
 - A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
 - B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.
 - C. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
 - D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
 - E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
 - F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

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The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

- A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- B. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- C. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- E. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- F. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- I. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.
- J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY PROGRAM AGREEMENT

525-010-40 PROGRAM MANAGEMENT OGC- 08/15 Page 13 of 15

agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- K. The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- L. The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency will will not maintain the improvements made for their useful life.
- M. The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

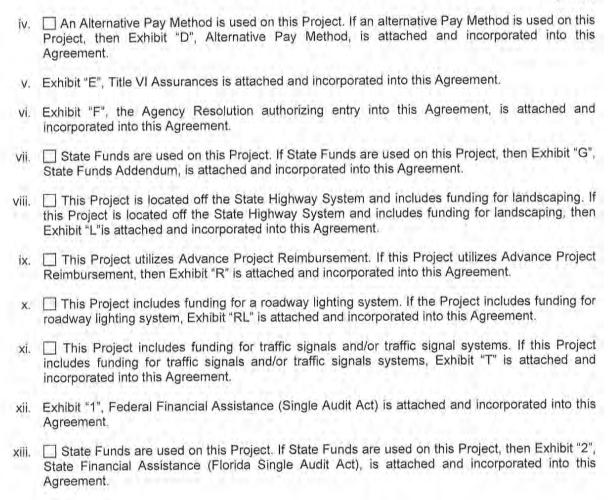
N. The Agency:

- i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
- ii. shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- O. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- P. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- Q. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

R. Exhibits

- i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.
- ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.
- iii. S If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.

525-010-40 PROGRAM MANAGEMENT OGC- 08/15 Page 14 of 15



The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

AGENCY Escambia County B.O.C.C.	STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATI	ION	
Board of County Commissioners Escambia County, Florida	Name: Jason D. Peters, P.E. Title: Director of Transportation Development		
Steven Barry, Chairman	Approved as to form and legal sufficiency.		
ATTEST: Pam Childers Clerk of the Circuit Court	Legal Review: By/Title: AUDU ACA Date:		
By: Deputy Clerk	Date. DIA I		

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 436251-2-58-01 & 436251-2-68-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of

Transportation and
Escambia County B.O.C.C.
PROJECT LOCATION;
☐ The project is on the National Highway System.
☐ The project is on the State Highway System.
PROJECT LENGTH AND MILE POST LIMITS: 0.26 Miles
PROJECT DESCRIPTION: The replacement of drainage system along CR 292A Gulf Beach Highway from Ponte Verde Road to Longdoow Drive. Damage was caused by the Spring 2014 Flood Event.
ADDIAN ACHOIDEDATIONS BY ACENCY:

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall not begin until a Notice to Proceed has been issued by the Department.

The Agency shall ensure that the project will be constructed within the exsisting right of way.

The Agency will submit to the Department the bid and award intent for review and concurrence prior to award and will submit the signed bid contract upon execution of the document.

The Agency shall be responsible for verifying that the NEPA document is adhered to for the life of the project.

Off the State Highway System (Off-System) LAP construction projects must be administered in accordance with either Local Agency SpeCifications that have been approved by the Department; the pre-approved FDOT LAP ("Big Four") Specifications; or Divisions II and III of the FOOT Standard Specifications for Road and Bridge Construction and implemented modifications in accordance with the LAP Manual. The Agency will be responsible for all project level inspection and verification testing.

On the State Highway System (On-System) LAP construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FOOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FOOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used in accordance with the LAP Manual. The Agency will be responsible for all project level inspection, verification testing, and assuring all data are entered into Laboratory Information Management Systems (LIMS). In addition, the following Off the State Highway System (Off-System) and Off the National Highway System

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of \$10 million or more.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by N/A
- b) Design to be completed by N/A
- c) Right-of-Way requirements identified and provided to the Department by N/A.
- d) Right-of-Way to be certified by N/A
- e) Construction contract to be let by May 2016
- f) Construction to be completed by December 31, 2016

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Cultural Resource Assessment Survey (including coordination with the State Historic Preservation Officer) and all documentation necessary to support the environmental Class of Action Determination will be the responsibility of the Department.

The Department will issue Notice to Proceed to the Agency after final design plans and the project Bid Package to include Specifications, updated construction estimate, draft construction contract, and completed Construction checklist have been reviewed and approved.

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS	
Escambia County B.O.C.C.	
P.O. Box 1591	
Pensacola El 325913	

FPN: 436251-2-58-01 & 436251-2-68-01

		FUNDING			
TYPE OF WORK By Fiscal Year		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Planning-18	FY: FY: FY:			E	
	Total Planning Cost				
Project Developm	ent & Environment (PD&E) - 28 FY: FY: FY:				\equiv
	Total PD&E Cost				
Design - 38	FY: FY:	\equiv		= 1	\equiv
	Total Design Cost				
Right-of-Way - 48	FY: FY: FY:			\equiv	=
	Total Right-of-Way Cost				
Construction-58	FY: 2016 FY: 2017 FY: 2018 FY: 2019	\$135,018.00 \$0.00 \$0.00 \$0.00	\$24,398.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	\$110,620.00 \$0.00 \$0.00 \$0.00
	Total Construction Cost	\$135,018.00	\$24,398.00	\$0.00	\$110,620.00
Construction Eng	ineering and Inspection (CEI) - 68 FY: 2016 FY: 2017 FY: 2018	\$13,500.00 \$0.00 \$0.00	\$2,440.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$11,060.00 \$0.00 \$0.00
	Total CEI Cost	\$13,500.00	\$2,440.00	\$0.00	\$11,060.00
	FY: FY: FY:				
	Total Project Costs	\$148,518.00	\$26,838.00	\$0.00	\$121,680.00
	TOTAL COST OF THE PROJECT	\$148,518.00	\$26,838.00	\$0.00	\$121,680.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

EXHIBIT "C"

FHWA FORM 1273 FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address: http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

Exhibit "E" TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) Compliance with REGULATIONS: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this contract.
- (2.) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the contract covers a program set forth in Appendix B of the REGULATIONS.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the REGULATIONS relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports: The contractor shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.
- (6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (7.)(42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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EXHIBIT "F"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205

CFDA Title: Highway Planning and Construction

Federal-Aid Highway Program, Federal Lands Highway Program

CFDA Program Site: https://www.cfda.gov/

Award Amount: \$121,680.00

Awarding Agency: Florida Department of Transportation

Award is for R&D: No Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards http://www.ecfr.gov/

OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133 revised 2007.pdf

OMB Circular A-133 Compliance Supplement 2014 http://www.whitehouse.gov/omb/circulars/a133 compliance supplement 2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), Cost Principles for State, Local and Indian Tribal Governments http://www.whitehouse.gov/omb/circulars a087 2004/

OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments http://www.whitehouse.gov/omb/circulars-a102/

Title 23 – Highways, United States Code http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 - Transportation, United States Code http://uscode.house.gov/browse/prelim@title49&edition=prelim

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141 http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf

Federal Highway Administration – Florida Division http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS) https://www.fsrs.gov/

RESOLUTION NUMBER R2015-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A LOCAL AGENCY PROGRAM AGREEMENT FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO REPAIR A PORTION OF THE STORMWATER SYSTEM ALONG GULF BEACH HIGHWAY (CR 292-A); AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Department has agreed to fund, by way of a Local Agency Program Agreement (LAP), up to \$148,518 to construct repairs to the stormwater system along a portion of Gulf Beach Highway (CR 292-A), between Ponte Verde and Longwood. (FPID 436251-2-58-01 & 436251-2-68-01) (hereinafter referred to as "the Project"); and

WHEREAS, Escambia County, Florida (hereinafter referred to as "County"), has met the eligibility requirements by the Department; and

WHEREAS, the estimated total Project cost is \$148,518 (one hundred forty-eight thousand five hundred eighteen dollars), and is the maximum participation by the Department; and

WHEREAS, any expenses in excess of the total cost of the Project will be borne by the County.

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

SECTION 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporates them herein by reference.

SECTION 2. That the Board hereby supports the proposed replacement storm water repair project on CR 292A Gulf Beach Highway.

SECTION 3. That the Board hereby instructs its staff to coordinate and cooperate with the Department in developing, managing and inspecting this project.

SECTION 4. That the Board hereby authorizes the Chairman to sign the Local Agency Program Agreement between the Department and the County.

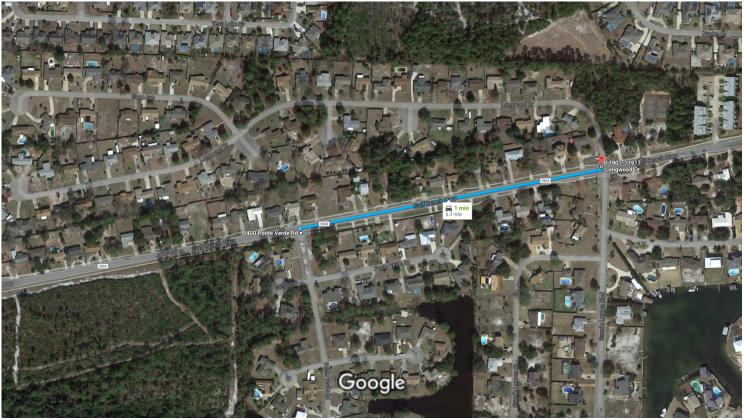
SECTION 5. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED thisda	/ of 2015.	2015.		
	BOARD OF COUNTY C ESCAMBIA COUNTY, F			
ATTEST: Pam Childers	Steven Barry, Chairman			
Clerk of the Circuit Court		Approved as to sufficiency.		
Bv:				

Deputy Clerk

(SEAL)

By/Title: Date: 175





BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-9268 County Administrator's Report 12. 21.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 11/05/2015

Issua: Issuance of Purchase Orders in Excess of \$50,000 for Public Works

Department - Pensacola Beach

From: Joy D. Blackmon, P.E., Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Issuance of Purchase Orders in Excess of \$50,000 for the Public Works Department – Pensacola Beach - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000 for the Fiscal Year 2015/2016, based upon previous awarded Contracts, Contractual Agreements or annual requirements, as provided for the Public Works Department – Pensacola Beach.

Vendor	Amount	Contract Number	Vendor Number
Blue Arbor	\$250,000	PD 14-15.041	023818

The issuance of Purchase Orders is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

[Funding Source: Fund 001 "General Fund", Cost Center 211401, Object Code 53401]

BACKGROUND:

The Public Works Department – Pensacola Beach has Purchase Orders that may exceed \$50,000 over the course of the fiscal year. In Fiscal Year 2014/2015, Santa Rosa Island Authority spent approximately \$226,000 on temporary labor services.

The issuance of Purchase Orders is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

ode
)



N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-8865 County Administrator's Report 12. 22.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 11/05/2015

Issue: Agreement for SunPass Electronic Toll Collection at the Bob Sikes

Bridge Toll Plaza

From: Joy D. Blackmon, P.E., Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Agreement for SunPass Electronic Toll Collection at the Bob Sikes Toll Plaza - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Agreement for SunPass Electronic Toll Collection at the Bob Sikes Toll Plaza:

A. Approve and authorize the Chairman to sign the Agreement detailing the necessary work to be conducted by Florida Turnpike Enterprise prior to the new system implementation; and

B. Agree to the future payment plan with Florida Turnpike Enterprise to pay for the work.

[Funding Source: Fund 167, Bob Sikes Toll Fund]

[THE AGREEMENT WILL BE DISTRIBUTED UNDER SEPARATE COVER]

BACKGROUND:

This Agreement establishes the terms and conditions for the Florida Department of Transportation (FDOT) to process electronic tolling transactions generated by Escambia County at the Bob Sikes Bridge Toll Plaza.

Escambia County will process cash transactions, administer the pass program, and filter off pass transactions prior to sending to Florida Turnpike Enterprise (FTE).

FTE will process Automatic Vehicle Identification (AVI) transactions, perform image review, charge customers, pursue violators, and manage accounts. Escambia County Annual Pass holders will be required to have a SunPass account in good standing. The cost per transaction to process is \$0.08. In addition to this, FTE will deduct an additional \$0.05 per transaction to cover the integration cost until it has been paid back in full.

BUDGETARY IMPACT:

Funding is available in Fund 167, Bob Sikes Toll Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

Subject to Legal sign off.

PERSONNEL:

No additional personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

County staff will coordinate with FTE staff. The cost per transaction to process is \$0.08. In additional to this, FTE will deduct an additional \$0.05 per transaction to cover the integration cost until it has been paid back in full. TransCore will be responsible with transaction transmissions.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-9189 County Administrator's Report 12. 23.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 11/05/2015

Issue: Local Agency Agreement Between FDOT and Escambia County for the

Quietwater Beach Ferry Landing Project

From: Joy D. Blackmon, P.E., Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State of Florida Department of Transportation Local Agency Program Agreement between the Florida Department of Transportation and Escambia County, Florida, for the Quietwater Beach Ferry Landing Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation Local Agency Program Agreement between the Florida Department of Transportation and Escambia County, Florida, for the design of the Quietwater Beach Ferry Landing Project:

A. Approve the State of Florida Department of Transportation Local Agency Program Agreement between the State of Florida Department of Transportation and Escambia County, Florida, for the design of the Quietwater Beach Ferry Landing Project; and

B. Adopt a Resolution authorizing the Chairman to sign the Local Agency Program Agreement.

[Funding Source: Fund 175, "Transportation Trust Fund"]

BACKGROUND:

The purpose of this Agreement is to enter into a Local Agency Program between Escambia County (hereinafter referred to as the County) and the Florida Department of Transportation (hereinafter referred to as the Department), regarding funding for the design of a new ferry pier at Quietwater Beach.

The County has successfully secured Federal Land Access Program (FLAP) grant funding in 2015, co-sponsored with the National Park Service (NPS), to prepare a master plan for the Quietwater Boardwalk area for the ferry landing site, and design of Phase 1 facilities necessary to provide passenger services and loading/unloading for NPS

concessioner operated-ferry vessels during ferry service operations. The total awarded grant amount is \$979,439. The Department distributes the grant funds to the County.

This specific recommendation pertains to only the preparation of the master plan and the design phase, at \$117,032. Another LAP agreement will be presented for the construction phase once the design phase is complete.

BUDGETARY IMPACT:

The Department will reimburse the County \$117,032.00 for expenses related to the design of the Project. A supplemental budget amendment will be prepared by the Office of Management and Budget to recognize the funding for the LAP Agreement.

Funds are available in Fund 175, "Transportation Trust Fund".

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and signed off on the Agreement and Resolution.

PERSONNEL:

No new personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy requires Board approval for all Agreements.

IMPLEMENTATION/COORDINATION:

County staff will coordinate with the Department staff during procurement of design contracts.

	Attachments	
LAP Ferry Pier		
LAP Resolution		

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

525-010-40 PROGRAM MANAGEMENT OGC-08/15 Page 1 of 15

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 436511-2-38-01	Fund: PLH	FL	AIR Approp:	
Federal No: FLAP-011-F	Org Code:		AIR Obj:	
FPN:	Fund:	FL	AIR Approp:	
Federal No:	Org Code:		AIR Obj:	
FPN;	Fund:	FL.	AIR Approp:	
Federal No:	Org Code:		AIR Obj:	
County No:48 (Escambia)	Contract No:	Ve	endor No: <u>F596000</u>	598174
County No: 48 (Escambia) FDOT Data Universal Number Sy	stem (DUNS) No: 80-939-710	2 Local Agency DUI	NS No: 07-507-967	3
Catalog of Federal Domestic Assi	stance (CFDA): 20.205 High	way Planning and Cor	nstruction	
("Department"), and Escambia Co	PROGRAM AGREEMENT ("A en the State of Florida, Depart unty B.O.C.C. ("Agency"). consideration of the mutual cov	ment of Transportation	on, an agency of th	e State of Florida
 Authority: The Agency, copy of which is attached as Ext Agreement on its behalf. The Dep Agreement. 	nibit "F" and made a part of the	nis Agreement, has a	uthorized its office	rs to execute this
 Extraordo de la stantación. 	Action for a burn up and become	STATE OF THE PARTY OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE		owner are left.

- Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the design of the Quietwater Beach Ferry Landing Project, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- Term of Agreement: The Agency agrees to complete the Project on or before June 30, 2016. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

Project Cost: 4.

- A. The total cost of the Project is \$ 117,032.00. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.1.
- B. The Department agrees to participate in the Project cost up to the maximum amount of \$117,032.00 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.
- C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed:
 - Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;

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- Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments:

- A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".
- B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
- C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.
- E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Agency.

Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- H. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.
- J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- M. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts

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of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- 6. Department Payment Obligations: Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:
 - A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
 - B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
 - C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
 - D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or
 - E. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

- 7. General Requirements: The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.
 - A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

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- Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
- vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.
- B. Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.
- C. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- D. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- E. The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.
- F. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.
- G. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists. Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

- H. For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.
- 8. Audit Reports: The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.
 - A. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
 - B. The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or programspecific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. Exhibit "1", Federal Financial Assistance (Single Audit Act) to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

- In the event the Agency expends less than the threshold established by OMB Circular A-133, for iü. fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).
- iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 - Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - Withhold further federal awards for the Project or program;
 - Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including financial statements, the independent auditor's working papers and project records as necessary.

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Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, Florida 32399-0450 FDOTSingleAudit@dot.state.fl.us

- C. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.
- 9. Termination or Suspension of Project: The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.
 - B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
 - C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
 - D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.
 - E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The

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closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

10. Contracts of the Agency:

- A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- C. The Agency shall comply with, and require is consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.
- 11. Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

- 12. Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.
- 13. Performance Evaluations: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.
 - A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, with

LOCAL AGENCY PROGRAM AGREEMENT

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minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

- B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.
- 14. Restrictions, Prohibitions, Controls, and Labor Provisions: During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:
 - A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
 - B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.
 - C. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
 - D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
 - E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
 - F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

LOCAL AGENCY PROGRAM AGREEMENT

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

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- A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- B. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- C. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- E. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- F. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- I. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.
- J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative

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agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- K. The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- L. The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☑ will ☐ will not maintain the improvements made for their useful life.
- M. The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

N. The Agency:

- i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
- ii. shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- O. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- P. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- Q. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

R. Exhibits

- Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.
- Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.
- iii. If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.

LOCAL AGENCY PROGRAM AGREEMENT

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įv.	Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.
V.	Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.
vi.	Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.
vii.	☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.
vili	☐ This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L"is attached and incorporated into this Agreement.
ix.	☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.
X.	☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.
xi.	☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.
xii.	Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.
xiii.	☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

The remainder of this page intentionally left blank.

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LOCAL AGENCY PROGRAM AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

AGEN	CY Board of County Commissioners Escambia County, Florida	STATE OF FLORID	A, DEPARTMENT OF TRANSPORTATION
Ву:	Name: Steven Barry Title: Chairman		on D. Peters, P.E. or of Transportation Development
Attest:	Title: Pam Childers Clerk of the Court		
	Clerk of the Court	Legal Review:	Approved as to form and legal sufficiency. By/Title:

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

	FPN: 436511-2-38-01		
This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department and			
Escambia County B.O.C.C.			
PROJECT LOCATION:			
☐ The project is on the National Highway System.			
☐ The project is on the State Highway System.			
PROJECT LENGTH AND MILE POST LIMITS: N/A			
PROJECT DESCRIPTION: The design of ferry a landing dock at Qu	uietwater Beach located on Pensacola Beach in		

SPECIAL CONSIDERATIONS BY AGENCY:

facilities to ADA standards.

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

Escambia County. The project will include the design of a ticket kiosk, dock gate, pole lighting, and update existing

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall not begin until a Notice to Proceed has been issued by the Department.

The Agency shall ensure that the project will be constructed within the exsisting right of way.

The Agency shall be responsible for verifying that the NEPA document is adhered to for the life of the project.

Off the State Highway System (Off-System) LAP construction projects must be administered in accordance with either Local Agency Specifications that have been approved by the Department; the pre-approved FDOT LAP ("Big Four") Specifications; or Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications in accordance with the LAP Manual. The Agency will be responsible for all project level inspection and verification testing. In addition, the construction of any new building must comply with Florida Building Code.

On the State Highway System (On-System) LAP construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used in accordance with the LAP Manual. The Agency will be responsible for all project level inspection, verification testing, and assuring all data are entered into Laboratory Information Management Systems (LIMS). In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of \$10

LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

million or more.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by N/A
- b) Design to be completed by June 30, 2016
- c) Right-of-Way requirements identified and provided to the Department by N/A.
- d) Right-of-Way to be certified by N/A
- e) Construction contract to be let by N/A
- f) Construction to be completed by N/A

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Cultural Resource Assessment Survey (including coordination with the State Historic Preservation Officer) and all documentation necessary to support the environmental Class of Action Determination will be the responsibility of the Department.

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EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS Escambia County B.O.C.C. P.O. Box 1591 Pensacola, FL 325913	FPN: 436511-2-38-01
----------------------------------------------------------------------------------------------------	---------------------

		FUNDING			
TYPE OF WORK By Fiscal Year		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Planning-18	FY: FY: FY:				
	Total Planning Cost				
Project Developm	ent & Environment (PD&E) - 28 FY: FY: FY:			\equiv	
	Total PD&E Cost				
Design - 38	FY: 2016 FY: 2017 FY: 2018	\$117,032,00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$117,032.00 \$0.00 \$0.00
	Total Design Cost	\$117,032.00	\$0.00	\$0.00	\$117,032.00
Right-of-Way - 48	FY: FY: FY:		E		=
	Total Right-of-Way Cost				
Construction-58	FY: FY: FY: FY:			\equiv	壹
	Total Construction Cost				
Construction Eng	ineering and Inspection (CEI) - 68 FY: FY: FY:		宣		\equiv
	Total CEI Cost				
	FY: FY: FY:	=			
	Total Project Costs	\$117,032.00	\$0.00	\$0.00	\$117,032.00
	TOTAL COST OF THE PROJECT	\$117,032,00	\$0.00	\$0.00	\$117,032.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

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Exhibit "E" **TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- Compliance with REGULATIONS: The contractor shall comply with the Regulations relative to (1.)nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this contract.
- Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall (2.)not discriminate on the basis of race, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the contract covers a program set forth in Appendix B of the REGULATIONS.
- (3.)Solicitations for Sub-contractors, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the REGULATIONS relative to nondiscrimination on the basis of race, color, national origin, or sex.
- Information and Reports: The contractor shall provide all information and reports required by (4.)the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- Sanctions for Noncompliance: In the event of the contractor's noncompliance with the (5.) nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- withholding of payments to the contractor under the contract until the contractor complies, and/or
- cancellation, termination or suspension of the contract, in whole or in part.
- (6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the contractor may request the United States.
- Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (7.)(42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

LOCAL AGENCY PROGRAM AGREEMENT

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EXHIBIT "F"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20,205

CFDA Title: Highway Planning and Construction

Federal-Aid Highway Program, Federal Lands Highway Program

CFDA Program Site: https://www.cfda.gov/

Award Amount: \$117,032.00

Awarding Agency: Florida Department of Transportation

Award is for R&D: No Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards http://www.ecfr.gov/

OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014 http://www.whitehouse.gov/omb/circulars/a133 compliance supplement 2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), Cost Principles for State, Local and Indian Tribal Governments http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments http://www.whitehouse.gov/omb/circulars a102/

Title 23 - Highways, United States Code http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 - Transportation, United States Code http://uscode.house.gov/browse/prelim@title49&edition=prelim

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141 http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf

Federal Highway Administration – Florida Division http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS) https://www.fsrs.gov/

RESOLUTION NUMBER R2015-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A LOCAL AGENCY PROGRAM AGREEMENT FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO DESIGN THE QUIETWATER BEACH FERRY LANDING PROJECT; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Department has agreed to fund, by way of a Local Agency Program Agreement (LAP), the total cost of design of a new 60 to 80 foot pier extension, lighting, a new ticket kiosk and an ADA accessible route (FPID 436511-2-38-01) (hereinafter referred to as "the Project"); and

WHEREAS, Escambia County, Florida (hereinafter referred to as "County"), has met the eligibility requirements by the Department; and

WHEREAS, the estimated total Project cost is \$117,032 (one hundred seventeen thousand and thirty-two dollars), and is the maximum participation by the Department; and

WHEREAS, any expenses in excess of the total cost of the Project will be borne by the County.

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

SECTION 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporates them herein by reference.

SECTION 2. That the Board hereby supports the proposed Project for the Quietwater Pier ferry pier landing.

SECTION 3. That the Board hereby instructs its staff to coordinate and cooperate with the Department in developing and managing this project.

SECTION 4. That the Board hereby authorizes the Chairman to sign the Local Agency Program Agreement between the Department and the County.

ADOPTED this	day of	2015.
		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.
(SEAL)		By/Title: Date: 0/9/15



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-9216 County Administrator's Report 12. 24.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 11/05/2015

Issue: Local Agency Program Agreement Between FDOT and Escambia

County for East Johnson Avenue

From: Joy D. Blackmon, P.E., Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State of Florida Department of Transportation Local Agency Program Agreement between the Florida Department of Transportation and Escambia County for East Johnson Avenue - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the the State of Florida Department of Transportation Local Agency Program Agreement between the Florida Department of Transportation and Escambia County to construct repairs to a stormwater system along a portion of East Johnson Avenue, beginning at Hitchcock Road and continuing east approximately 1/4 mile to the Gulf Power easement:

A. Approve the State of Florida Department of Transportation Local Agency Program Agreement between the State of Florida Department of Transportation and Escambia County for East Johnson Avenue; and

B. Adopt a Resolution authorizing the Chairman to sign the Local Agency Program Agreement.

[Funding Source: Fund 352, "LOST III"]

BACKGROUND:

This project, estimated to cost \$259,200, is a result of damages that occurred during the April 2014 rainfall event. The Florida Department of Transportation agrees to participate in the project cost up to a maximum amount of \$212,362. Design of the stormwater repair project is complete and was funded through Local Option Sales Tax (LOST) for \$4,990. The Agreement is to fund the construction and construction inspection services for this project, which includes drainage repairs to the stormwater system located along East Johnson Avenue from Hitchcock Road, approximately 1/4 mile to the Gulf Power easement (map attached).

Construction is anticipated to begin June 2016.

BUDGETARY IMPACT:

The Department will reimburse the County up to \$212,362 for expenses related to the construction of the project. A supplemental budget amendment will be prepared by the Office of Management and Budget to recognize the funding for the LAP Agreement.

Funding is available in Fund 352, "LOST III".

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and signed off on the Agreement and the Resolution.

PERSONNEL:

map

No new personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires Board approval of all Agreements.

IMPLEMENTATION/COORDINATION:

County staff will coordinate with the Department staff during construction of the project.

Attachments LAP Agreement LAP Resolution

FPN: 436252-2-58-01	Fund: ACER, LF	FL.	AIR Approp:	
Federal No: E141-096-E	Org Code:	FLAIR Obj:		7- 7-
FPN: 436252-2-68-01	Fund: ACER, LF	FL.	AIR Approp:	
Federal No: E141-096-E	Org Code:		AIR Obj:	
FPN:	Fund:	FL	AIR Approp:	
FPN:Federal No:	Org Code:	FL.	AIR Obj:	
County No:48 (Escambia)	Contract No:	Ve	ndor No: F5960005	98174
FDOT Data Universal Number Sy	Contract No: stem (DUNS) No: <u>80-939-7102</u> Lo	cal Agency DUN	IS No: <u>07-507-9673</u>	
	stance (CFDA): 20.205 Highway P			
("Department"), and Escambia Co	PROGRAM AGREEMENT ("Agreement the State of Florida, Department unty B.O.C.C. ("Agency"). Consideration of the mutual covenant	of Transportatio	n, an agency of the	State of Florida
the parties agree as follows:				tills Agreement,

- 2. Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the East Johnson Avenue Stormwater Repair Project, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of Agreement: The Agency agrees to complete the Project on or before <u>December 31, 2016</u>. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

4. Project Cost:

- A. The total cost of the Project is \$ 259,200.00. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.1.
- B. The Department agrees to participate in the Project cost up to the maximum amount of \$212,362.00 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.
- C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;

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- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments:

- A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".
- B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
- C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.
- E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1)**, **F.S.**, will be due and payable, in addition to the invoice amount, to the Agency.

Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- H. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.
- J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- M. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts

of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- 6. Department Payment Obligations: Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:
 - A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
 - B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
 - C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
 - D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or
 - E. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

- 7. **General Requirements:** The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's <u>Local Agency Program Manual</u>, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.
 - A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

- vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
- vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.
- B. Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.
- C. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- D. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- E. The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.
- F. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.
- G. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists. Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- H. For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.
- 8. Audit Reports: The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.
 - A. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
 - B. The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or programspecific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. Exhibit "1", Federal Financial Assistance (Single Audit Act) to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014.

- iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).
- iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 - Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - Wholly or partly suspend or terminate the federal award;
 - Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including financial statements, the independent auditor's working papers and project records as necessary.

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Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, Florida 32399-0450 FDOTSingleAudit@dot.state.fl.us

- C. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.
- 9. Termination or Suspension of Project: The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.
 - B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
 - C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
 - D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.
 - E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The

closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

10. Contracts of the Agency:

- A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- C. The Agency shall comply with, and require is consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.
- 11. Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

- 12. Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.
- 13. Performance Evaluations: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.
 - A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, with

minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

- B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.
- 14. Restrictions, Prohibitions, Controls, and Labor Provisions: During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:
 - A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
 - B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.
 - C. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
 - D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
 - E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
 - F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

LOCAL AGENCY PROGRAM AGREEMENT

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

- A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- B. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- C. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- E. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- F. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- I. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.
- J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative

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LOCAL AGENCY PROGRAM AGREEMENT

agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- K. The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- L. The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ⊠ will will not maintain the improvements made for their useful life.
- M. The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

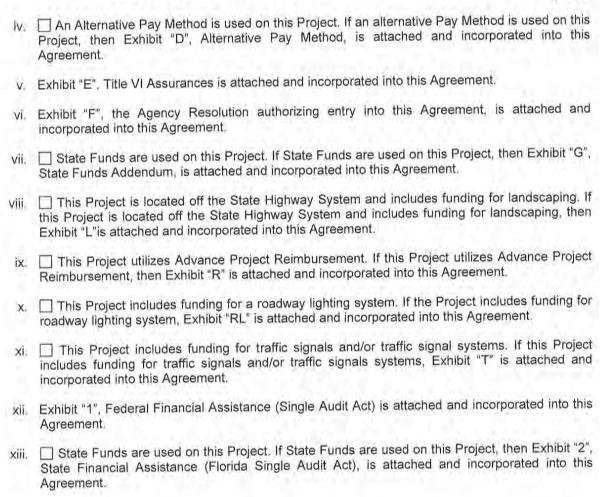
N. The Agency:

- i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
- ii. shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- O. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- P. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- Q. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

R. Exhibits

- Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.
- ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.
- iii. If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

AGENCY Escambia County B.O.C.C.	STATE OF FLORIDA, DEPARTMENT OF TRANSPORT	ATION
Board of County Commissioners Escambia County, Florida	Name: Jason D. Peters, P.E. Title: Director of Transportation Development	
Steven Barry, Chairman		
ATTEST: Pam Childers Clerk of the Circuit Court	Approved as to form and legal sufficiency. Legal Review: By/Title:	
By: Deputy Clerk	Date: 10/21//S	
Deputy Clerk		

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 436252-2-58-01 & 436252-2-68-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

Escambia County B.O.C.C.

PROJECT LOCATION:

The project is on the National Highway System.

The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.475 Miles

PROJECT DESCRIPTION: The repair of the stromwater system along East Johnson Avenue from milepost .703 to milepost 1.178. Damage was caused by the Spring 2014 Flood Event.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall not begin until a Notice to Proceed has been issued by the Department.

The Agency shall ensure that the project will be constructed within the exsisting right of way.

The Agency will submit to the Department the bid and award intent for review and concurrence prior to award and will submit the signed bid contract upon execution of the document.

The Agency shall be responsible for verifying that the NEPA document is adhered to for the life of the project.

Off the State Highway System (Off-System) LAP construction projects must be administered in accordance with either Local Agency SpeCifications that have been approved by the Department; the pre-approved FDOT LAP ("Big Four")Specifications; or Divisions II and III of the FOOT Standard Specifications for Road and Bridge Construction and implemented modifications in accordance with the LAP Manual. The Agency will be responsible for all project level inspection and verification testing.

On the State Highway System (On-System) LAP construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FOOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FOOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used in accordance with the LAP Manual. The Agency will be responsible for all project level inspection, verification testing, and assuring all data are entered into Laboratory Information Management Systems (LIMS). In addition, the following Off the State Highway System (Off-System) and Off the National Highway System

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of \$10 million or more.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by N/A
- b) Design to be completed by N/A
- c) Right-of-Way requirements identified and provided to the Department by N/A.
- d) Right-of-Way to be certified by N/A
- e) Construction contract to be let by May 2016
- f) Construction to be completed by December 31, 2016

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Cultural Resource Assessment Survey (including coordination with the State Historic Preservation Officer) and all documentation necessary to support the environmental Class of Action Determination will be the responsibility of the Department.

The Department will issue Notice to Proceed to the Agency after final design plans and the project Bid Package to include Specifications, updated construction estimate, draft construction contract, and completed Construction checklist have been reviewed and approved.

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS	
Escambia County B.O.C.C.	
P.O. Box 1591	
Pensacola, FL 325913	

FPN: 436252-2-58-01 & 436252-2-68-01

TYPE OF WORK By Fiscal Year		FUNDING			
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Planning-18	FY: FY: FY:				
	Total Planning Cost				
Project Developm	ent & Environment (PD&E) - 28 FY: FY: FY:	Ξ		\equiv	\equiv
	Total PD&E Cost				
Design - 38	FY: FY:		\equiv		=
	Total Design Cost				
Right-of-Way - 48	FY: FY: FY:	=		\equiv	\equiv
	Total Right-of-Way Cost		110.00		
Construction-58	FY: 2016 FY: 2017 FY: 2018 FY: 2019	\$230,400.00 \$0.00 \$0.00 \$0.00	\$41,633.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	\$188,767.00 \$0.00 \$0.00 \$0.00
	Total Construction Cost	\$230,400.00	\$41,633.00	\$0.00	\$188,767.00
Construction Eng	ineering and Inspection (CEI) - 68 FY: 2016 FY: 2017 FY: 2018	\$28,800.00 \$0,00 \$0.00	\$5,205.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$23,595.00 \$0.00 \$0.00
	Total CEI Cost	\$28,800.00	\$5,205.00	\$0.00	\$23,595.00
	FY: FY: FY:				
	Total Project Costs	\$259,200.00	\$46,838.00	\$0.00	\$212,362.00
	TOTAL COST OF THE PROJECT	\$259,200.00	\$46,838.00	\$0.00	\$212.362.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

EXHIBIT "C"

FHWA FORM 1273 FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address: http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

Exhibit "E" TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) Compliance with REGULATIONS: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this contract.
- (2.) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the contract covers a program set forth in Appendix B of the REGULATIONS.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the REGULATIONS relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports: The contractor shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- withholding of payments to the contractor under the contract until the contractor complies, and/or
- cancellation, termination or suspension of the contract, in whole or in part.
- (6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (7.)(42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY PROGRAM AGREEMENT

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EXHIBIT "F"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205

CFDA Title: Highway Planning and Construction

Federal-Aid Highway Program, Federal Lands Highway Program

CFDA Program Site: https://www.cfda.gov/

Award Amount: \$212,362.00

Awarding Agency: Florida Department of Transportation

Award is for R&D: No Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards http://www.ecfr.gov/

OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133 revised 2007.pdf

OMB Circular A-133 Compliance Supplement 2014 http://www.whitehouse.gov/omb/circulars/a133 compliance supplement 2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), Cost Principles for State, Local and Indian Tribal Governments http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments http://www.whitehouse.gov/omb/circulars-a102/

Title 23 – Highways, United States Code http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 - Transportation, United States Code http://uscode.house.gov/browse/prelim@title49&edition=prelim

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141 http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf

Federal Highway Administration – Florida Division http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS) https://www.fsrs.gov/

RESOLUTION NUMBER R2015-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A LOCAL AGENCY PROGRAM AGREEMENT FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO REPAIR A PORTION OF THE STORMWATER SYSTEM ALONG EAST JOHNSON AVENUE; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Department has agreed to fund, by way of a Local Agency Program Agreement (LAP), up to \$259,200 to construct repairs to a stormwater system along a portion of East Johnson Road, beginning at Hitchcock Road and continuing east approximately ½ mile, to the Gulf Power easement (FPID 436252-2-58-01 & 436252-2-68-01) (hereinafter referred to as "the Project"); and

WHEREAS, Escambia County, Florida (hereinafter referred to as "County"), has met the eligibility requirements by the Department; and

WHEREAS, any expenses in excess of the total cost of the Project will be borne by the County.

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

SECTION 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporates them herein by reference.

SECTION 2. That the Board hereby supports the proposed stormwater repair project on East Johnson Ave.

SECTION 3. That the Board hereby instructs its staff to coordinate and cooperate with the Department in developing, managing and inspecting this project.

SECTION 4. That the Board hereby authorizes the Chairman to sign the Local Agency Program Agreement between the Department and the County.

<u>SECTION 5.</u> That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

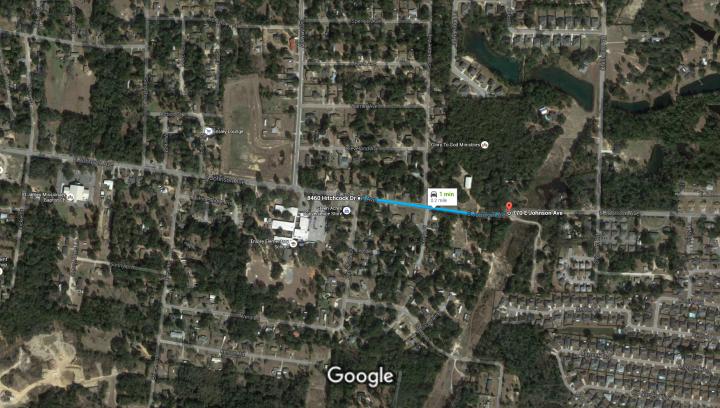
ADOPTED thisday of	2015.
	BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
	Steven Barry, Chairman
ATTEST: Pam Childers Clerk of the Circuit Court	

Approved as to form and legal sufficiency.

By/Title:

By: _____ Deputy Clerk

(SEAL)





BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-9254 County Administrator's Report 12. 25.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 11/05/2015

Issue: Muscogee Road Widening/Drainage Project

From: Joy D. Blackmon, P.E., Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Muscogee Road Widening/Drainage Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the reallocation of funds from the Capital Improvement Program, transferring \$1,388,258 from Fund 352, "LOST III", Crabtree Church Road, Cost Center 210110, Object Code 56301, to the Transportation and Drainage LOST III, Fund 352, Cost Center 210107, Object Code 56301, Project #09EN0115, to fund the Muscogee Road Widening/Drainage Project.

BACKGROUND:

This request is to transfer funds from Crabtree Church Road, totaling \$1,388,258, into the Muscogee Road Widening and Drainage Improvement Project. The transferred funds will be used for construction and construction inspection services for improvements.

BUDGETARY IMPACT:

There will be no budgetary impact for this recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Additional staff will not be required to administer the contract and manage of this project.

POLICY/REQUIREMENT FOR BOARD ACTION:

Scheduling and prioritization of Capital Improvement Projects is at the discretion of the Board.

IMPLEMENTATION/COORDINATION:

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-9217 County Administrator's Report 12. 26.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 11/05/2015

Issue: Grant Agreement (No. S0779) with Florida DEP for Operation and

Maintenance Services to Boat Ramps

From: Keith Wilkins, Department Director

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Grant Agreement with the Florida Department of Environmental Protection for Operation and Maintenance Services to Boat Ramps Renovated and Constructed Under Deepwater Horizon - Keith T. Wilkins, Director, Department of Natural Resources Management

That the Board take the following action concerning a Grant Agreement (No. S0779) with the Florida Department of Environmental Protection (DEP) for Operation and Maintenance Services to Boat Ramps Renovated and Constructed Under Deepwater Horizon:

A. Rescind the Board's action of April 9, 2015, approving County Administrator's Report, Budget/Finance Consent Agenda Item II-21, regarding DEP Grant Agreement (No. S0779);

- B. Approve the revised Grant Agreement (No. S0779) with the State of Florida DEP for operation and maintenance services to boat ramps renovated and constructed under Deepwater Horizon Natural Restoration Damage Assessment Early Restoration Program (NRDA ERP), in the amount of \$562,545, from the date of execution for a period of 12 months, inclusive; and
- C. Authorize the Chairman to sign the Grant Agreement and any documents related to acceptance, execution, reporting, and Amendments to this Grant, pending Legal review and approval, without further action of the Board.

Please note the last sentence in Paragraph 25 (page 6 of 7), "Any action hereon or in connection herewith shall be brought in Leon County, Florida."

[Fund: Fund 118, Gulf Coast Restoration Fund, Cost Center NRDA Boat Ramps]

BACKGROUND:

The Board previously approved DEP Grant Agreement No. S0779 on April 9, 2015. The two originals were signed by the Chairman and returned to DEP for signatures. Upon further processing, DEP made changes to the Grant Agreement that essentially reduced the County's reporting responsibility to DEP once the available funds had been expended. Because of these changes, it was determined that the Board's action of April 9, 2015, be rescinded and a new Grant Agreement be approved.

Florida DEP awarded Escambia County \$562,545 for the operation and maintenance expenses incurred during the grant period at four public boat ramps—Navy Point, Mahogany Mill, Galvez Landing, and Perdido River. This funding is related to Escambia County's award of \$4 million from Natural Resources Damage Assessment (NRDA) resulting from the Deepwater Horizon Oil Spill.

BUDGETARY IMPACT:

Fund: Fund 118, Gulf Coast Restoration Fund, Cost Center NRDA Boat Ramps

LEGAL CONSIDERATIONS/SIGN-OFF:

The Grant Agreement was reviewed by Kristin Hual of the County Attorney's Office.

PERSONNEL:

No personnel impact associated with this Grant Agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires approval of all contracts in excess of \$50,000 and is consistent with the County's commitment to fiscal responsibility and cost efficiency.

IMPLEMENTATION/COORDINATION:

The Department of Natural Resources Management, Marine Resources Division, will coordinate with FDEP on all activities associated with the Grant Agreement.

Attachments

FDEP GrantAgrmt S0779-BoatRamp O&M

ResumePage-04-09-2015-FDEP No. S0779

FDEP Email-Grant Agrmt S0779-BoatRamp O&M

DEP AGREEMENT NO. S0779

STATE OF FLORIDA GRANT AGREEMENT PURSUANT TO LINE ITEM 1744A OF THE 2012-2013 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department" or "DEP") and the ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "Grantee"), a local government, to provide financial assistance for the Escambia County Boat Ramp Operation and Maintenance.

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

- 1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, Attachment A, Grant Work Plan, and all attachments and exhibits named herein which are attached hereto and incorporated by reference.
- 2. This Agreement shall begin upon execution by both parties and remain in effect until December 31, 2030, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- 3. A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$562,545. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.
 - B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of deliverables identified in Attachment A, in accordance with the schedule therein. Reimbursement shall be requested utilizing Attachment B, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) days following the completion date of the Agreement, to assure the availability of funds for payment.
 - C. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the Attachment C, Contract Payment Requirements, the Grantee shall comply with the minimum requirements set forth therein. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable:
 - i. <u>Contractual</u> (Subcontractors) Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the

Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment A. Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.
- b. The Grantee may request approval from the Department to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed price amount, the Grantee may proceed in finalizing the fixed price subcontract.
- c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.
- ii. Other Expenses e.g., Materials, supplies, non-excluded phone expenses, reproduction, mailing, and other expenses must be documented by itemizing and including copies of receipts or invoices. Additionally, independent of the Grantee's contract obligations to the subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorneys' fees, civil or administrative penalties, handling fees, such as set percent overages associated with purchasing supplies or equipment.
- D. In addition to the invoicing requirements contained in paragraphs 3.B. and C. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.fldfs.com/aadir/reference%5Fguide.
- E. i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall

refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

- iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.
- 4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.
- 5. The Grantee shall utilize Attachment D, Progress Report Form, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30, and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee. Final payment, of up to ten (10) percent of the total Agreement amount identified in paragraph 3.A., may be withheld until all work is completed, all deliverables have been submitted, match requirements have been met and the Final Project Report has been received and approved.
- 6. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
- 7. A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
 - B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
- 8. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.
 - A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified

above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.

- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

- 9. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.
- 10. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- 11. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in Attachment E, Special Audit Requirements, attached hereto and made a part hereof. Exhibit 1 to Attachment E summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of Attachment E. A revised copy of Exhibit 1 must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of Exhibit 1, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.
 - B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment E, Exhibit 1 when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ____.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https://apps.fldfs.com/fsaa

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

- 12. A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
 - B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- 13. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
- 14. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
- 15. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.
- 16. The Department's Grant Manager (which may also be referred to as the Department's Project Manager) for this Agreement is identified below.

Pearce L. Barrett I	II, P.E.
Florida Departmer	nt of Environmental Protection
Division of Water	Restoration Assistance
3900 Commonwea	Ilth Boulevard, MS# 240
Tallahassee, Florid	la 32399
Telephone No.:	(850) 245-2106
Fax No.:	(850) 245-2190
E-mail Address:	Pearce.Barrett@dep.state.fl.us

17. The Grantee's Grant Manager for this Agreement is identified below.

Keith T. Wilkins		
Community and E	nvironment Department	
221 Palafox Place		
Pensacola, Florida	32502	
Telephone No.:	(850) 595-4988	
Fax No.:	(850) 595-4431	
E-mail Address:	kwilkins@myescambia.com	

- 18. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the its employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
- 19. The Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.
- 20. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
- 21. Reimbursement for equipment purchases costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.
- 22. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.
- 23. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
 - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.
- 24. Land acquisition is not authorized under the terms of this Agreement.
- 25. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
- 26. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS	STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
By:	By: Secretary or designee
Date:	Date:
PAM CHILDERS ATTEST: Clerk of the Circuit Court	Pearce L. Barrett, DEP Grant Manager
Deputy Clerk	
Approved as to form and legal sufficiency. By/Title: Date: TO TO TO TO TO TO TO TO TO TO TO TO TO	DEP Contracts Administrator Approved as to form and legality: DEP Attorney

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)	
Attachment	_A_	Grant Work Plan (4 Pages)	
Attachment	_B_	Payment Request Summary Form (2 Pages)	
Attachment	_C_	Contract Payment Requirements (1 Page)	
Attachment	_D_	Progress Report Form (1 Page)	
Attachment	_E_	Special Audit Requirements (5 Pages)	

^{*}For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

ATTACHMENT A GRANT WORK PLAN

The Grant Work Plan (Work Plan) presented below outlines general tasks that may be required to be performed for Operation and Maintenance (O&M) at the four facilities listed below and collectively known as the "Listed Facilities". Work shall be performed, as necessary, at each of the Listed Facilities, to provide adequate O&M in accordance with the DEP Agreement No. S0779 (Agreement). No budget is fixed for any one of the Listed Facilities, however Escambia County Board of County Commissioners (Grantee) understands and agrees to continue to provide O&M for a period of fifteen (15) years from the date of completion of construction at each of the Listed Facilities, even if all funds are exhausted under this Agreement prior to the end of the fifteen years from completion of the Perdido River Boat Ramp.

The Grantee shall provide O&M services for the *Deepwater Horizon* Natural Resource Damage Assessment (NRDA) Early Restoration Project titled "Florida Boat Ramp Enhancement and Construction Project" (Project). The Project is comprised of the Listed Facilities which are named below:

- 1. Navy Point Boat Ramp Improvements
- 2. Galvez Landing Boat Ramp Improvements
- 3. Mahogany Mill Boat Ramp (a new public boat launching facility)
- 4. Perdido River Boat Ramp (a new public boat launching facility)

Before requesting O&M work on any of the Listed Facilities, the Grantee will identify all personnel or vendors proposed to be used for the performance of O&M services (see Glossary for specifics). Where applicable, the Grantee shall provide the Florida Department of Environmental Protection (Department or DEP) Grant Manager copies of all contracts with vendors currently performing O&M services at all of the Listed Facilities. All new contracts issued for O&M services at the Listed Facilities will be obtained in accordance with the Grantee's procurement policies and forwarded to the Department's Grant Manager for review and acceptance.

Anticipated Boat Ramp Facility Operations and Maintenance Tasks

1. <u>Collection and Removal of Trash and Debris</u>

The Grantee shall monitor each of the Listed Facilities, on at least a monthly basis and more frequently if necessary during periods of heavy use and document the following:

- a. Condition and availability of trash containers;
- b. Sufficiency of the number and volume of containers and ability to contain the amount of trash generated at the Listed Facilities;
- c. That trash is being removed promptly by vendor contracted by the Grantee to collect and dispose of trash at the Listed Facilities;
- d. Condition of restroom facilities, are facilities clean, resupplied and being pumped out; and
- e. Condition of piers, ramps, parking areas, landscaping and ancillary facilities.

The Grantee will be eligible for reimbursement of expenditures associated with the following:

- a. The costs for repair, replacement or purchase and installation of additional waste containers at the Listed Facilities;
- b. Payments to vendor(s) for the collection and disposal of trash from the Listed Facilities;
- c. Expenditures incurred to remove debris from the Listed Facilities after storms or other natural events: and
- d. Purchase and installation of appropriate signage at the Listed Facilities to inform users about proper trash disposal.

2. Expenditures Related to Portable Restroom Facilities

The Grantee shall be reimbursed for the expenditures associated with periodic cleaning, pump out, resupplying and relocation (if necessary) of portable restroom facilities located at the Listed Facilities.

3. Cleaning, Repair, Maintaining and Re-conditioning of the Listed Facilities

The Grantee shall be reimbursed for routine expenditures related to the cleaning, repair, maintaining and re-conditioning of the Listed Facilities, which are detailed below:

- a. Repair of pavement areas, sidewalks, pathways, boat ramps, access piers, fencing and pavilions due to wear and tear;
- b. Periodic "Vacuum Truck" cleaning of pervious pavement (Mahogany Mill Boat Ramp Facility);
- c. Repair and/or replacement to striping in parking areas;
- d. Cleaning of French drains at top of boat ramps (Navy Point, Mahogany Mill, Perdido River), infiltration trenches, stormwater collection piping and detention ponds;
- e. Replacement of landscaping materials due to disease, draught, other naturally occurring conditions or vandalism:
- f. Repair, reconditioning, cleaning or replacement of other ancillary facilities associated with the sites not specifically listed above i.e. boat pump out, irrigation appurtenances, site lighting, educational kiosks and site signage;
- g. Repair, reconditioning and/or cleaning of the Listed Facilities related to activities associated with vandalism; and,
- h. Landscaping services for maintaining landscape improvements.

4. Additional Items for O&M not specifically identified herein

The Grantee may submit in writing to the Department's Grant Manager additional items for consideration as an O&M expenditure to be incurred at one or more of the Listed Facilities, so long as it directly relates to O&M at, does not change the function of, make changes in capacity of, and is not considered a capital improvement of one or more of the Listed Facilities.

5. Maximum Reimbursement by DEP to Grantee for Allowable O&M Costs Incurred at the Listed Facilities

Budget Category	DEP Funds
Contractual Services	\$338,940
Other Expenses	<u>\$223,605</u>
Total	\$562,545

Maintenance of Records

The Grantee shall keep site records, photographs documenting the O&M activities in a suitable format for review. An example of the proposed format shall be provided to the Department's Grant Manager for approval prior to the performance of work under this Agreement. All records shall properly identify the Listed Facilities and be dated with the start and ending date shown clearly on the cover(s). O&M records will be maintained at a fixed Escambia County facility and available for review by the Department's personnel upon request. The Grantee shall prepare annual summaries of O&M activities performed at each of the Listed Facilities with associated costs along with O&M activities planned for the next year and anticipated costs. This report shall be submitted to the Department at the end of the Grantee's fiscal year.

Deliverables and Invoicing

All invoices must clearly identify the work performed, date(s) of performance, and the name of the Listed Facility at which it was performed.

1. Quarterly O&M Deliverable: The Grantee shall provide O&M services for the Listed Facilities as specified above. A brief summary report of services performed during the quarterly period shall be submitted quarterly until all project funds have been expended. The brief summary report of services performed during the quarterly period shall contain copies of invoices from independent vendors and proof of payment by the Grantee, proof of competitive bid solicitation and selection of vendor(s) for reoccurring tasks (i.e. vacuum truck cleaning, trash collection, septic pumping).

<u>Quarterly Performance Measure</u>: The Department's Grant Manager shall review invoices, proof of payments, bid solicitation and awards, to ensure all required information is provided in accordance with this Agreement and Work Plan.

Quarterly O&M Meetings: The Department and Grantee will mutually schedule and attend quarterly O&M meetings. Quarterly meetings will cover, at a minimum, O&M activities to date, anticipated O&M over the next quarter, any significant activities that may require anticipated costs of over \$5,000, O&M expenditures to date and remaining available funds. The Grantee shall keep detailed notes of each meeting and furnish electronic copies to all attendees and to the Department Contract Manager by the day following each quarterly meeting. Any discrepancies, unresolved issues or disagreements raised by any party at the meeting or regarding the contents of quarterly summaries will be reviewed with the DEPARTMENT's Grant Manager and final resolution will be made by the Department. These activities shall not be invoiced.

<u>Quarterly Meeting Deliverable</u>: Summary of Notes from quarterly meetings, including documentation of issues, resolutions, upcoming significant expenditures, accounting of budget, and individuals present.

<u>Quarterly Meeting Performance Measure</u>: The Department's Grant Manager shall review Summary of Notes to verify that the quarterly meeting was conducted and that the Grantee is keeping the Department updated on O&M activities and is aware of remaining budget.

3. <u>Annual Meeting</u>: The Department and Grantee will schedule an annual meeting to review the Grantee's annual O&M report and review of the next years projected budget. This annual meeting will be in lieu of each fourth quarter meeting. These activities shall not be invoiced.

Annual Meeting Deliverable: Summary of Notes from annual meeting including documentation of issues, resolutions, upcoming significant expenditures, accounting of budget, and individuals present.

Annual Meeting Performance Measure: Summary of Notes will be reviewed by the Department's Grant Manager to verify that the annual meeting was conducted and that the Grantee has properly utilized funds for allowable O&M expenditures and that an appropriate budget for the next fiscal year has been prepared.

- 4. Annual Q&M Reporting: Once all grants funds have been expended, the Grantee will continue to provide O&M for a period of fifteen (15) years from the date of completion of construction at each of the Listed Facilities:
 - 1. Navy Point Boat Ramp Improvements
 - 2. Galvez Landing Boat Ramp Improvements
 - 3. Mahogany Mill Boat Ramp (a new public boat launching facility)
 - 4. Perdido River Boat Ramp (a new public boat launching facility)

These activities shall not be invoiced.

Responsibilities of the Department:

- 1. The Department will promptly review and process for payment the Grantee's requests for reimbursement of allowable expenditures for O&M as listed in this Work Plan.
- The Department's Grant Manager will promptly review all requests by the Grantee for reimbursement of other expenditures not specifically listed in this Work Plan as allowable O&M costs and make a determination of the acceptability of these expenditures. The Department's Grant Manager will communicate with the Grantee's Project Manager in order to resolve any issues arising in regard to Grantee's requests for reimbursement. Any discrepancies, unresolved issues or disagreements will be reviewed with the Department's Grant Manager and final resolution will be made by the Department's Grant Manager.

Glossary:

"Communication" means any oral or written statement by and to whosoever made, including correspondence, meetings, e-mails, investigations, consultations and agreements between the Grantee and any person.

Person shall include both Grantee employees and those of any its subcontractors.

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ATTACHMENT B PAYMENT REQUEST SUMMARY FORM

Grantee:	Grantee's Grant Manager:
Mailing Address:	
	Payment Request No.:
DEP Agreement No.: S0779	
Date Of Request:	Performance
	Period:
Task/Deliverable Amount	Task/Deliverable
Requested:S	No.:

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE	MATCHING FUNDS	TOTAL CUMULATIVE
	distributional representes € transpurserous	PAYMENT REQUESTS	11.25.0949553100492747590	MATCHING FUNDS
Salaries	\$N/A	SN/A	SN/A	SN/A
Fringe Benefits	SN/A	SN/A	\$N/A	SN/A
Travel (if authorized)	SN/A	SN/A	\$N/A	SN/A
Subcontracting:				
Contractual	S	\$	\$	S
Equipment Purchases	\$N/A	\$N/A	\$N/A	SN/A
Supplies/Other Expenses	\$	\$	\$	S
Land	\$N/A	\$N/A	\$N/A	SN/A
Indirect	SN/A	\$N/A	\$N/A	SN/A
TOTAL AMOUNT	S	S	S	S
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	S		s	
Less Total Cumulative Payment Requests of:	S		S	
TOTAL REMAINING IN TASK	S		S	

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
Print Name	Print Name
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

GRANTEE: Enter the name of the grantee's agency.

MAILING ADDRESS: Enter the address that you want the state warrant sent.

DEP AGREEMENT NO.: This is the number on your grant agreement.

DATE OF REQUEST: This is the date you are submitting the request.

TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "TOTAL TASK/DELIVERABLE BUDGET AMOUNT" line for the "AMOUNT OF THIS REQUEST" column.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "TOTAL AMOUNT" line. Enter the amount of the task on the "TOTAL TASK BUDGET AMOUNT" line. Enter the total cumulative amount of this request and all previous payments on the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" line. Deduct the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" from the "TOTAL TASK BUDGET AMOUNT" for the amount to enter on the "TOTAL REMAINING IN TASK" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "TOTALS" line. Do not enter anything in the shaded areas.

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "TOTAL AMOUNT" line for this column. Enter the match budget amount on the "TOTAL TASK BUDGET AMOUNT" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "LESS TOTAL CUMULATIVE PAYMENTS OF" line for this column. Deduct the "LESS TOTAL CUMULATIVE PAYMENTS OF" from the "TOTAL TASK BUDGET AMOUNT" for the amount to enter on the "TOTAL REMAINING IN TASK" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "TOTALS." The final report should show the total of all claims, first claim through the final claim, etc. Do not enter anything in the shaded areas.

<u>GRANTEE CERTIFICATION</u>: Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

NOTES:

If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

ATTACHMENT C

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register

should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document

reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the

employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe

benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies

of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes,

which includes submission of the claim on the approved State travel voucher or electronic

means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property

is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section

273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed

on a usage log which shows the units times the rate being charged. The rates must be

reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the

calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	S0779	
Grantee Name:		
Grantee Address:		
Grantee's Grant Manager:		Telephone No.:
Reporting Period:		
Project Number and Title:		
		verables identified in the Grant
		e reporting period; a comparison
		s were not met, provide reasons
		ompletion of the task and an
explanation for any anticipate		
NOTE: Use as many pages as	s necessary to cover all tasks i	n the Grant Work Plan.
701 6 11	C. 11 J.	
The following format should I Task 1:	<u>be iollowea:</u>	
	wio d.	
Progress for this reporting pe Identify any delays or problem		
Identify any delays of problef	ns encountered.	
This report is submitted in acco	rdance with the renorting requi	rements of DEP Agreement No.
S0779 and accurately reflects the		
50777 and accurately reflects th	ic activities associated with the	project
Signature of Grantee's Grant M	lanager	Date

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement) to the recipient (which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

- 1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
- 2. In connection with the audit requirements addressed in Part I, paragraph I, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
- 3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
- 4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at http://12.46.245.173/cfda/cfda.html.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

- 1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- 2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
- 4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.fldfs.com/, Department of Financial Services' Website at http://www.fldfs.com/ and the Auditor General's Website at http://www.fldfs.com/ and the

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient <u>directly</u> to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection Office of the Inspector General, MS 40 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/fac/

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
- 2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection Office of the Inspector General, MS 40 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- 3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient <u>directly</u> to each of the following:
 - A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection Office of the Inspector General, MS 40 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

DEP 55-215 (06/14)

B. The Auditor General's Office at the following address:

State of Florida Auditor General Room 401, Claude Pepper Building 111 West Madison Street Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient <u>directly</u> to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically: FDEPSingleAudit@dep.state.fl.us

- 5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT - 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program Number	Federal Agency	CFDA Number	ment Consist of the Following: CFDA Title	Funding Amount	State Appropriation Category

Federal Program Number	Federal Agency	CFDA	ent Consist of the Following Matchin CFDA Title	Funding Amount	State Appropriation Category

State				CSFA Title		State
Program		State	CSFA	or		Appropriation
Number	Funding Source	Fiscal Year	Number	Funding Source Description	Funding Amount	Category
Original	Coastal Protection Trust	2012-2013	37.081	Early Restoration Deepwater Horizon	\$562,545.00	080019
Agreement	Fund, Line Item 1744A			Oil Spill		

Total Award	\$562,545.00

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://12.46.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. BUDGET/FINANCE CONSENT AGENDA Continued
- 1-35. Approval of Various Consent Agenda Items Continued
 - 21. Taking the following action concerning the Grant Agreement between the State of Florida Department of Environmental Protection (DEP) for operations and maintenance services to boat ramps renovated and constructed under Deepwater Horizon (Fund: Fund 118, RESTORE, Cost Center 222001):
 - A. Approving the Grant Agreement (No. S0779) between the State of Florida DEP for operations and maintenance services to boat ramps renovated and constructed under Deepwater Horizon Natural Restoration Damage Assessment Early Restoration Program (NRDA ERP), in the amount of \$562,545, from the date of execution for a period of 12 months, inclusive; and
 - B. Authorizing the Chairman to sign the Grant Agreement and any documents related to acceptance, execution, reporting, and Amendments to this Grant, pending Legal review and approval, without further action of the Board.

Please note the last sentence in Paragraph 25, "Any action hereon or in connection herewith shall be brought in Leon County, Florida."

22. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County and Volkert, Inc., per the terms and conditions of PD 13-14.061, "Professional Services for Crescent Lake Dam Restoration," for a lump sum of \$131,405, optional services of \$23,744, and CEI Services of \$49,981.50, for a total of \$205,130.50 (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project #15EN3252).

Felicia A. Knight

From: Susan R. Holt

Sent: Thursday, September 03, 2015 5:10 PM

To: Felicia A. Knight

Subject: FW: DEP Agreement No. S0779 O&M Services

Attachments: Agreement No. S0779.doc; S0779 Attachment A.docx; Attachment B.doc; Attachment C.docx;

Attachment D.doc; Attachment E.doc; RE: DEP Agreement No. S0779 O&M Services; FW:

DEP Agreement No. S0779 O&M Services

Felicia,

Here's the revised agreement. DEP was supposed to send it to us for processing... The envelope attachment above that says "FW:DEP Agreement No. S0779 O&M Services" is my email response to Pearce on 7/27/15.

Thanks, Susan

From: Barrett, Pearce [mailto:Pearce.Barrett@dep.state.fl.us]

Sent: Friday, June 26, 2015 9:22 AM

To: KEITH T. WILKINS

Cc: Susan R. Holt; Robert K Turpin; Felicia A. Knight; Walker, Kimberly A.

Subject: FW: DEP Agreement No. S0779 O&M Services

Keith,

The attached is the O&M agreement for the boat ramps that has been revised and simplified. I have discussed the changes with Robert and Susan and they are in agreement with the changes. Essentially the agreement reduces the County's reporting responsibility to DEP once the available funds have been expended. I will be glad to go over any questions you have regarding these changes during our meeting on Wednesday.



Pearce L. Barrett, III

Pearce L. Barrett III, P.E., FCCM

NRDA Project Coordinator/DWH Unit

Department of Environmental Protection

Division of Water Restoration Assistance

3900 Commonwealth Blvd., MS 240

Tallahassee, Florida 32399

850-245-2106 direct

Pearce.Barrett@dep.state.fl.us

From: Walker, Kimberly A.

Sent: Friday, June 26, 2015 9:21 AM

To: Barrett, Pearce

Subject: FW: DEP Agreement No. S0779 O&M Services

Hi Pearce,

Please let me know if the County is good with the re-written draft. See Dornecia's emails attached and below.



KIMBERLY A. WALKER

Grant Specialist I
Department of Environmental Protection
3900 Commonwealth Blvd., MS 240
Tallahassee, Florida 32399
850-245-2165 direct • 850-245-2190 fax
kimberly.a.walker@dep.state.fl.us

From: Allen, Dornecia

Sent: Thursday, June 04, 2015 5:46 PM **To:** Barrett, Pearce; Walker, Kimberly A.

Cc: Leonard, Gareth

Subject: DEP Agreement No. S0779 O&M Services

Good Afternoon,

I've attached the "DRAFT" of the above mentioned Agreement with the requested revisions to the agreement and work plan to include the continuation of the O&M services for 15 years. It is ready for review and approval by you and the Grantee. If any changes are necessary let me know. Once the draft is reviewed and approved by you and the Grantee, please notify me via email and I will finalize the Agreement for execution and send the appropriate number of copies to you for execution.

If anyone has any questions, comments, or changes, please let us know. Thanks!

Dornecia Allen, FCCM

Operations & Management Consultant Mgr.

Grants Development and Review Section

Phone: (850) 245-2373





Al-9325 County Administrator's Report 12. 1. BCC Regular Meeting Discussion

Meeting Date: 11/05/2015

Keep Pensacola Beautiful

From: Steven Barry, District 5 Commissioner

Organization: Board of County Commissioners

CAO Approval:

RECOMMENDATION:

Discussion Concerning Keep Pensacola Beautiful - Steven Barry, Commissioner District 5

BACKGROUND:

N/A

Issue:

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.



Al-9236 County Attorney's Report 12.1.

BCC Regular Meeting Action

Meeting Date: 11/05/2015

Issue: Connie Tidwell's Workers' Compensation Settlement

From: Charles Peppler, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Connie Tidwell's Workers' Compensation Settlement

That the Board approve payment to the claimant, Connie Tidwell, in the sum of \$154,867.00 inclusive of all outstanding attorney's fees and costs for a full and complete settlement of Ms. Tidwell's workers' compensation claim.

BACKGROUND:

Connie Tidwell is a 57 year old former Corrections Officer for Escambia County. She is currently retired from the County. On September 22, 1989, while employed as a Corrections Officer, Ms. Tidwell was participating in a training exercise and lifted an ice chest from her car, resulting in a compensable low back injury. Ms. Tidwell came under the care of Dr. Paul Turner who diagnosed lumbar post-laminectomy syndrome, low back pain with radiculopathy or myelopathy, lumbar facet arthropathy, lumbar spinal stenosis, lumbar degenerative disc disease, left leg sciatica, and lumbar spondylosis. Dr. Turner placed Ms. Tidwell at maximum medical improvement on February 1, 2001 and assigned a 16% permanent impairment rating.

Ms. Tidwell continues medical treatment for pain management. The average yearly cost of medications is \$7,725.00 per year. Ms. Tidwell has a 26.4 year life expectancy. Future medical exposure is \$467,940.00. Thus, the proposed settlement represents about 31% of future medical exposure.

The carrier is not currently paying any indemnity benefits. Ms. Tidwell is not a Medicare recipient and CMS approval of an MSA is not necessary.

Under Section 440.20(11)(b), Fla. Stat., the parties negotiated through the County's workers' compensation attorneys retained by carrier and entered into a settlement agreement releasing the employer/carrier from liability for workers' compensation in exchange for a lump sum payment of \$154,867.00 to the claimant. The settlement will close out all benefits including medicals, indemnity, and the outstanding attorney's fee

lien.

Of the settlement sum, as of this date, Escambia County will be responsible for \$38,928.23 and Safety National, the carrier, will pay the rest. Both this office and Mr. Robert Dye, Risk Manager, are in agreement with the recommended settlement.

BUDGETARY IMPACT:

Payment of \$38,928.23 as part of County's self-insured retention.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attorneys retained by Safety National will prepare washout settlement documents and take the necessary steps to have the washout settlement approved by the Judge of Industrial Claims.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.



Al-9289 County Attorney's Report 12. 2.

BCC Regular Meeting Action

Meeting Date: 11/05/2015

Issue: Local Option Sales Tax (LOST) Economic Development Trust Fund

Resolution

From: Alison Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Local Option Sales Tax (LOST) Economic Development Trust Fund Resolution

That the Board adopt a Resolution designating the NOLF-X development and the Navy Federal Credit Union economic development incentive fund grant as projects that may be funded from the LOST Economic Development Trust Fund and allowing no more than Thirteen (13) million dollars to be deposited into the trust fund by December 31, 2017.

BACKGROUND:

The adoption of this Resolution is contingent on the Board adopting the Local Option Sales Tax (LOST) Economic Development Trust Fund Ordinance at its 5:34 p.m. Public Hearing tonight. The ordinance establishes a trust fund for the purpose of funding economic development projects having a general public purpose of improving local economies. This Resolution would allow for two projects to be funded by up to Thirteen (13) million dollars of LOST funds.

BUDGETARY IMPACT:

The Board designates the funding to be deposited in the LOST Economic Development Trust Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Resolution was drafted by the County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION: N/A
IMPLEMENTATION/COORDINATION: N/A
Attachments Resolution
N/A Attachments

RESOLUTION NUMBER R2015-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS **ESCAMBIA** COUNTY. OF FLORIDA, IDENTIFYING LOCAL OPTION SALES TAX (LOST) ECONOMIC DEVELOPMENT TRUST **ECONOMIC** DEVELOPMENT FUND AND PROJECTS TO BE FUNDED FROM THE LOST **ECONOMIC** DEVELOPMENT TRUST FUND: AMOUNT: FOR **FUNDING PROVIDING** Α PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, section 212.055(2), Fla. Stat., provides for the levy of a local government infrastructure surtax ("surtax") by the governing board in each county; and

WHEREAS, on June 2, 2005, the Board of County Commissioners adopted Ordinance 2005-14 levying a one-cent surtax in Escambia County for a period of eleven (11) years, which was subsequently approved by a majority of the electorate voting in a referendum held on March 7, 2006; and

WHEREAS, section 212.055(2)2., Fla. Stat., provides for the extension of the surtax; and

WHEREAS, on August 21, 2014, the Board of County Commissioners adopted Ordinance 2014-32 extending the levy of the one-cent surtax in Escambia County for an additional eleven (11) year period, which was subsequently approved by a majority of the electorate voting in a referendum held on November 4, 2014; and

WHEREAS, the tax will be collected through December 31, 2028; and

WHEREAS, the Board of County Commissioners has established a Local Option Sales Tax (LOST) Economic Development Trust Fund for the purpose of funding economic development projects having a general public purpose of improving local economies, including funding of operational costs and incentives related to economic

development; and

WHEREAS, the Board of County Commissioners desires to designate the amount of LOST dollars and specific economic development projects to be funded from the trust fund by resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Escambia County, Florida that:

Section 1. Recitals.

The Recitals to this Resolution are incorporated herein and made a part hereon as fully set forth below:

Section 2. Projects to be funded from the LOST Economic Development Trust Fund.

The Board of County Commissioners designates the development of the NOLF-X site in Santa Rosa County and the Navy Federal Credit Union economic development incentive fund grant as economic development projects which may be funded from the LOST Economic Development Trust Fund. This resolution allows, but does not require, the Board of County Commissioners to undertake these projects.

Section 3. Findings.

The Board of County Commissioners finds that the development of the NOLF-X site and the Navy Federal Credit Union economic development incentive fund grant serve the general public purpose of improving local economies.

Section 4. Funding.

The Board of County Commissioners designates that up to Thirteen (13) million dollars of LOST funds may be deposited in the LOST Economic Development Trust Fund by December 31, 2017, in order to fund these two projects.

Section 9. Effective Date.

This resolution shall take effect	ct immediately upon adoption by the Board of
County Commissioners.	
ADOPTED this day of _	2015.
	BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
ATTEST: Pam Childers Clerk of the Circuit Court	Steven Barry, Chairman
By:	Approved as to form and legal sufficiency, By/Title: Date: 10 26 15



Al-9295 County Attorney's Report 12. 3.

BCC Regular Meeting Action

Meeting Date: 11/05/2015

Issue: Interlocal Agreement with the SRIA relating to Equipment Lease

Payments

From: Kristin Hual, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Interlocal Agreement between Escambia County and the Santa Rosa Island Authority (SRIA) relating to Equipment Lease Payments.

That the Board take the following action:

A. Approve the Interlocal Agreement with the Santa Rosa Island Authority relating to Equipment Lease Payments;

B. Authorize the Chairman to execute the Interlocal Agreement.

BACKGROUND:

On September 24, 2015, the County and the SRIA entered into an Interlocal Agreement to establish the terms and conditions whereby the County would assume the responsibilities and obligations for the SRIA public works and public safety functions on Santa Rosa Island. In accordance with the terms of the Agreement, the County assumed the care, custody, and control of all vehicles, large equipment, and miscellaneous personal property utilized for the provision of the SRIA public works and public safety departments and functions on Santa Rosa Island, and further assumed all contractual and other obligations entered into by SRIA in connection with the provision of said functions.

On April 2, 2014, the SRIA previously entered into a three (3) year lease agreement with Deere Credit, Inc. for the lease of a John Deere Wheel Loader (Serial #1DW544KZKEE659369), which was utilized by the SRIA public works department. This Agreement will set forth the terms and conditions whereby the County will remit monthly lease payments for the Equipment on behalf of the SRIA in the amount of \$2,399.25 for the remainder of the term ending on April 2, 2017. Upon the expiration of the lease, the County shall return the Equipment to the supplier, Beard Equipment Company.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2015/2016 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney, Kristin D. Hual drafted the Interlocal Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires approval of all Interlocal Agreements.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Interlocal with SRIA - lease payments

STATE OF FLORIDA COUNTY OF ESCAMBIA

INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND THE SANTA ROSA ISLAND AUTHORITY RELATING TO EQUIPMENT LEASE PAYMENTS

THIS AGREEMENT is made this ____ day of November, 2015, by and between the County of Escambia, a political subdivision of the State of Florida, (hereinafter, the "County"), acting through its Board of County Commissioners, and the Santa Rosa Island Authority, a dependent special district created under the Laws of Florida (hereinafter, the "SRIA"), acting through its governing Board.

WITNESSETH:

WHEREAS, the County and the SRIA have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, the County and the SRIA are authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

WHEREAS, on September 24, 2015, the County and the SRIA entered into an Interlocal Agreement to establish the terms and conditions whereby the County would assume the responsibilities and obligations for the SRIA public works and public safety functions on Santa Rosa Island; and

WHEREAS, pursuant to paragraph 3.4 of the Interlocal Agreement, the County assumed the care, custody and control of all vehicles, large equipment and miscellaneous personal property utilized for the provision of the SRIA public works and public safety departments and functions on Santa Rosa Island; and

WHEREAS, pursuant to paragraph 3.5 of the Interlocal Agreement, the County further agreed to assume all contractual and other obligations entered into by SRIA in connection with the provision of the SRIA public works and public safety departments and functions on Santa Rosa Island; and

WHEREAS, on April 2, 2014, the SRIA previously entered into a three (3) year lease agreement with Deere Credit, Inc. for the lease of a John Deere Wheel Loader (Serial #1DW544KZKEE659369), hereinafter referred to as the "Lease Agreement"; and

WHEREAS, the County and SRIA have determined it is in the best interest of the citizens to enter into this Agreement wherein the County shall assume responsibility for equipment lease payments as provided in the Lease Agreement on behalf of the SRIA.

- NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the County and the SRIA agree as follows:
- **Section 1.** 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. <u>Equipment Lease Payments</u>.

- 2.1 In accordance with the terms of the Lease Agreement, the County shall make all remaining monthly Lease Agreement payments due on or after October 1, 2015, on behalf of the SRIA to Deere Credit, Inc. in the amount of \$2,399.25 per month for the full term of the Lease Agreement ending on April 2, 2017. The County shall remit Lease Agreement payments to: Deere Credit, Inc., PO Box 4450, Carol Stream, IL 80197-4450.
- 2.2 On or before the Lease Agreement Term End Date, the County shall return the Equipment to the supplier, Beard Equipment Company, located at 3195 West Nine Mile Road, Pensacola, FL 32534.
- 2.3 During the remainder of the Lease Agreement Term, the County shall be solely responsible for the maintenance and repair of the Equipment.
- Section 3. Records. The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to member of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.
- **Section 4.** Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.
- **Section 5.** <u>Headings.</u> Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.
- **Section 6.** <u>Survival.</u> All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

Section 7. <u>Interpretation.</u>

- (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.
- **Section 8.** <u>Severability.</u> The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.
- **Section 9.** Further Documents. The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

Section 10. 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:

Notices shall be sent to:

County Administrator Escambia County Post Office Box 1591 Pensacola, Florida 32591 Chairman
Santa Rosa Island Authority
Post Office Drawer 1208
Pensacola Beach, Florida 32562

Section 11. Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 12. Governing Law. The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

Section 13. <u>No Waiver.</u> The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 14. Effective Date. This Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document upon receipt of the executed Agreement from the SRIA.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized Chairman and the Santa Rosa Island Authority, signing by and through its duly authorized Chairman.

Board of County Commissioners

		Escambia County, Florida
ATTEST:	PAM CHILDERS	Steven Barry, Chairman
	Clerk of the Circuit Court	BCC Approved: November 5, 2015
Deputy Cle	erk	SRIA: Santa Rosa Island Authority, a dependent special district created under the Laws of Florida, signing by and through its Chairman.
ATTEST:		By:
ATTEST.		Date:
Ву:		

Approved as to form and legal sufficiency.

By/Title:



Al-9314 County Attorney's Report 12. 4.

BCC Regular Meeting Action

Meeting Date: 11/05/2015

Issue: Pitney Bowes Postage Meter Lease - State of Florida Contract

#600-760-11-1

From: Alison Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Pitney Bowes Postage Meter Lease - State of Florida Contract #600-760-11-1

That the Board approve and authorize the Chairman to sign the attached Lease Contract on the Pitney Bowes DM100 meter.

BACKGROUND:

The Board has previously approved a postage meter lease for the County Attorney's Office on March 6, 2008 and February 16, 2012. (Copies of Resume attached.) The Clerk of the Circuit Court requires that all outgoing mail be delivered to his office by 2:00 p.m. each day to be stamped and mailed the same day. The Clerk of the Circuit Court has been very cooperative, but due to the fact that a large volume of mail generated late in the afternoon cannot be mailed the following day would burden both the Clerk of the Circuit and the County Attorney's Office.

BUDGETARY IMPACT:

The lease payments will come out of the County Attorney's budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

<u>Lease Contract</u>
Resumes 3/6/2008 and 2/16/2012

Ditnov Powers	CONTRACTOR OF THE STREET HOMES - PITHES HERE SATINGS AND	Agreement Num	POR ALL MOST AND DESCRIPTION
Pitney Bowes Engineering the flow of communication	State of Florida Contract #600-760-11-1 Order Form		
our Business Information			
OUNTY ATTORNEYS OFFICE			
ull Legal Name of Lessee	DBA Name of Lessee	Tax ID # (FEIN/TIN	1)
01 PALAFOX PL 140	PENSACOLA	FL	32502-5843
Billing Address	City	State	Zip+4
		16265815866	
Billing Contact Name	Billing Contact Phone #	Billing CAN #	
221 PALAFOX PL STE 430	PENSACOLA	FL	32502-5843
nstallation Address (If different than billing address)	City	State	Zip+4
2000 C C C C C C C C C C C C C C C C C C		16265817862	
nstallation Contact Name	Installation Contact Phone #	Installation CAN #	
Please note any special billing requirements here	Invoice Attention of	Customer PO #	
Your Business Needs			
Qty Business Solution Description	Check items to be included in customer's p	ayment	
Mail Stream Solution - 2	Service Level Agreement		
DM100 Desktop Mailing System w/ Moistener, 1 IntelliLink Interface / PSD for DM100	V Provides Standard SLA with Traini	ng	
1 pbSmartPostage Free			
Professional Installation for DM100/DM125	Software Maintenance (additional terms	s apply)	
1 IntelliLink Subscription	Provides revision updates and technical	assistance	
Standalone Products	X Soft-Guard® Subscription		
	Provides postal and carrier updates If you do not elect to include Soft-Guard automatically receive updates at the the		will
	X IntelliLink® Subscription/Meter Rental	Value Based Services	
	Provides simplified billing and include	s postage resets	
	() Value Based Services () Purchase Power Receive an invoice (No Transaction Fees) and enhan		

Your Payment Plan

Numbe	er of months	Monthly amount*	COUNTY:	1
First	48	\$49.00	ESCAMBIA COUNTY, FLORIDA , a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.	and legal
	ATTEST:	Pam Childers Clerk of the Circuit Court	By:	as to form
	By: Deputy Clerk (SEAL)		Date: BCC APPROVED:	Approved
nt Name			Title . Email Address	

473

District Office

Florida (Rev. 02/11)

Philip Ward

Account Rep

Equipment Vendor : Pitney Bowes Inc.

PBGFS Acceptance

Diviviot Office

POOFE Acceptance

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ATTORNEY'S REPORT - Alison Perdue Rogers, County Attorney

I. CONSENT AGENDA

1-4. Approval of Various Consent Agenda Items

Motion made by Commissioner Robinson, seconded by Commissioner Young, and carried unanimously, approving Consent Agenda Items 1 through 4, as follows, with the exception of Item 2, which was held for a separate vote:

- 1. Taking the following action concerning legal services/ foreclosure attorney:
 - A. Awarding a Contract/Agreement to Joyner & Jordan-Holmes, P.L.C., for professional legal services to foreclose certain County Code Enforcement and Nuisance Abatement Liens; and
 - B. Authorizing the Chairman to sign the Contract/Agreement.
- 2. See Page 46.
- 3. Authorizing the payment of an additional \$2,232 as part of a washout Workers' Compensation settlement that the Board approved during the January 24, 2008, Meeting, for Barbara Malone-Ordonia; a Workers' Compensation excess coverage carrier shall reimburse Escambia County for the full amount of the increase.



4. Approving, and authorizing the Chairman to sign, the Lease Contract on the Pitney Bowes Postage Meter Lease / State of Florida Lease Contract #600-760-07-01.

3/6/2008 Page 45 of 48 Ifc