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.

CHAMBER RULES

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

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA
Board of County Commissioners
Regular Meeting – May 5, 2016 – 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 – Pastor Brian Calhoun, Highland Baptist Church.

3. Pledge of Allegiance to the Flag.

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

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

5. Commissioners' Forum.

6. Proclamations.

   Recommendation: That the Board take the following action concerning the adoption/ratification of Proclamations:

A. Adopt the Proclamation proclaiming May 2016 as "Motorcycle Safety Awareness Month" in Escambia County and encouraging all motorists to share the road and look out for motorcyclists;

B. Adopt the Proclamation proclaiming May 9, 2016, to be "Child Welfare Professionals Recognition Day," and offering gratitude to all who invest their lives into ensuring the lives of our children are safe and happy;

C. Adopt the Proclamation congratulating the staff of the Management and Budget Services Office for winning the Government Finance Officers Association Distinguished Budget Presentation Award for Budget Documents for 20 consecutive years and commending them for the outstanding job they do every year preparing the Escambia County Budget;

D. Adopt the Proclamation expressing pride, congratulations, and appreciation to the members and advisors of the Pensacola NAACP Youth Council #5750 in recognition of their significant achievements and dedication to the community and recognizing the bright future of every member, encouraging each member to continually strive for excellence, and looking forward to continued reports of their success;

E. Ratify the Proclamation dated April 21, 2016, proclaiming April 25, 2016, to be "Ramon Harvey Day" in Escambia County and expressing appreciation for all of the contributions he has made to the citizens of Escambia County and beyond;

F. Ratify the Proclamation dated April 26, 2016, proclaiming the week of May 1 through May 7, 2016, as "Family Values Week" in Escambia County and honoring and commending the Scottish Rite Masons, Valley of Pensacola, for their leadership, dedication, and service to the community;

G. Ratify the Proclamation dated April 26, 2016, proclaiming May 1, 2016, to be "Law Day" in Escambia County and expressing appreciation for all of the contributions made to the citizens of Escambia County and beyond; and

H. Ratify the Proclamation dated April 26, 2016, extending congratulations to Myrtle Grove Masonic Lodge for 50 years of service to the community and to the families of Myrtle Grove, Florida.

7. Retirement Proclamations.

Recommendation: That the Board adopt the following retirement Proclamations:

A. The Proclamation commending and congratulating Wanda D. Brown, Maintenance Worker, Public Works Department, on 35 years of dedicated service;

B. The Proclamation commending and congratulating Ronald K. Keck, Equipment Operator II, Public Works Department, on 29 years of service; and

C. The Proclamation commending and congratulating Geoffrey N. Whigham, Emergency Medical Technician, Public Safety Department, on 33 years of service.

8. Written Communication:

A. April 4, 2016, communication from Joe Lauber requesting that the Board waive additional fees and penalties due on the unpaid Municipal Services Benefit Unit (MSBU) Lien placed against the property that he owns located at 702 Panferio Drive, Pensacola Beach, Florida.

B. April 20, 2016, communication from Faith Woods, Paralegal, Quintairos, Prieto, Wood & Boyer, P.A. requesting a release of the State Housing Initiatives Partnership (SHIP) Program Mortgage for property located at 3037 Flintlock Drive.

C. April 22, 2016, communication from Betty Dillon requesting that the Board waive the interest and penalties due on the unpaid 2011 and 2012 Municipal Services Benefit Unit (MSBU) Liens placed against the property that she owns located at Lot 31; Block B; Villa Sabine; Pensacola Beach, Florida.

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

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

10. 5:31 p.m. Public Hearing for consideration of the Petition to Vacate an Alleyway in Block 58 of Englewood Heights Subdivision.

Recommendation: That the Board take the following action concerning the Petition to Vacate an Alleyway in Block 58 of Englewood Heights Subdivision (20 feet x 300 feet), as petitioned by Ronald D. Ramsey:

A. Approve or deny the Petition to Vacate an Alleyway in Block 58 of Englewood Heights Subdivision (20 feet x 300 feet), as petitioned by Ronald D. Ramsey;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

11. Committee of the Whole Recommendation.

Recommendation: That the Board move forward with the jail infirmary upgrades, as presented by Chip Simmons, Assistant County Administrator, as recommended by the Committee of the Whole (C/W), at the April 14, 2016, C/W Workshop (C/W Item #4).

12. Reports:

CLERK & COMPTROLLER'S REPORT

Backup Not Included With The Clerk's Report Is Available For Review In The Office Of The Clerk To The Board
Ernie Lee Magaha Government Building, Suite 130

I. Consent Agenda

1. Recommendation Concerning Acceptance of TDT Collection Data for the February 2016 Returns Received in March 2016

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the February 2016 returns received in the month of March 2016, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the sixth month of collections for the Fiscal Year 2016; total collections for the month of February 2016 returns was $489,969.80; this is a 18.85% increase over the February 2015 returns; total collections year to-date are 15.59% more than the comparable time frame in Fiscal Year 2015.

2. Recommendation Concerning Acceptance of the March 31, 2016 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended March 31, 2016, as required by Ordinance Number 95-13; on March 31, 2016, the portfolio market value was $295,883,608 and portfolio earnings totaled $193,185 for the month; the short-term portfolio yield was 0.41%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.34%; the enhanced cash portfolio achieved a yield of 0.74%, which should be compared to the Merrill Lynch 1 Year Treasury Index of 0.61%; the long-term CORE portfolio achieved a yield of 1.32%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 0.88%.

3. 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 *Notice of Limitation of Use and Site Dedication*, based on the Board's action of April 5, 2012, approving the State of Florida Department of Environmental Protection (FDEP) Recreational Trails Program Fiscal Year 2011 - 2012 Project Agreement (#T1115) between FDEP and Escambia County, for the development of the Southwest Greenway, Jones Swamp Trail Extension 3, authorizing the Chairman to sign the Agreement and any subsequent Grant-related documents; and

B. The appeal of the Escambia County Contractor Competency Board's decision of April 7, 2016, in the Case against Horizon Sunrooms & Spas, Inc., Case #COM141100044, filed by David Rademacher, President, Horizon Sunrooms & Spas, Inc., and received in the Clerk to the Board's Office on April 20, 2016.

4. Recommendation Concerning Disposition of Records

That the Board approve Records Disposition Document No. 596, for disposition of Board of County Commissioners' Records, Item 32a, Minutes: Official Meetings (Transcripts: Microfilmed on Rolls 499 through 510), for the period of September 24, 2013, through September 4, 2014, in accordance with State Retention Schedule GS1, since the permanent records have been scanned and/or microfilmed.

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held April 7, 2016;

B. Approve the Minutes of the Regular Board Meeting held April 7, 2016; and

C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held April 14, 2016.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. 5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 7 of the Escambia County 2030 Comprehensive Plan - CPA-2016-01

   That the Board of County Commissioners (BCC) review and transmit to the Department of Economic Opportunity (DEO), an Ordinance amending the 2030 Comprehensive Plan, Chapter 7, Policy FLU 1.3.1, Future Land Use categories, to allow limited agriculture in Mixed-Use Urban and Mixed-Use Suburban FLU categories.

2. 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3, Article 2, Section 3-2.11 of the Land Development Code

   That the Board of County Commissioners (BCC) drop from consideration, at this time, Option 1 and 2 Ordinances amending the Land Development Code (LDC) Chapter 3, Article 2, Section 3-2.11, "Heavy Commercial and Light Industrial District (HC/LI)," to add criteria for temporary sales of automobiles as a permitted use in HC/LI. On April 5, 2016, the Planning Board voted to delay action on this Ordinance until they had more information so that they could make a better informed decision.

3. 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 5, General Development Standards and DSM Chapter 1, Engineering, of the Escambia County Land Development Code

   That the Board of County Commissioners (BCC) review and adopt, an Ordinance amending the Escambia County Land Development Code (LDC), Chapter 5, General Development Standards, to modify standards for subdivision design and maintenance, stormwater management systems, minimum design standards for streets and access, traffic control, and parking and loading, and Design Standards Manual (DSM) Chapter 1, Engineering, concerning design standards for stormwater ponds and impounds, transportation, and parking; establishing Section 1-1.4 in the Manual concerning standards for pond slopes, fencing and maintenance access.

   At the April 5, 2016, Planning Board meeting, the Board recommended approval with changes.

4. 5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Escambia County LDC Chapter 5, Fences on Pensacola Beach

   That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Escambia County Land Development Code (LDC) Chapter 5, Section 5-9.4(e), to reduce the maximum fence height to 6 feet for side and rear yards in Pensacola Beach residential zoning districts.

5. 5:49 p.m. - A Public Hearing Concerning the Issuance of a Recycling Permit for a New Recycling Facility Located at 7470 N. Palafox, Owned by Delta Contractors

   That the Board of County Commissioners (BCC) review and approve, modify, or deny the issuance of a recycling permit for a new crushing/recycling facility located at 7470 N. Palafox, owned by Delta Contractors.

6. 5:50 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map, LSA-2015-02

   That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the 2030 Future Land Use Map, changing the Future Land Use category of a parcel within Section 17, Township 2S, Range 30W, Parcel Number 5016-000-002 totaling 48.49 (+/-) acres, located off the 1200 Block of W Leonard Street, from Mixed-Use Urban (MU-U) and Recreation (Rec) to Public (P); changing a parcel within Section 17, Township 2S, Range 30W, Parcel Number 5016-002-002 totaling 0.70 (+/-) acres, located off 1211 W Fairfield Drive, from Commercial (C) to Public (P); changing five parcels within Section 17, Township 2S, Range 30W, Parcel Numbers 5016-001-001, 5009-000-062, 5009-000-064, 5009-000-068 and 5009-041-041, totaling 1.08 (+/-) acres, located off N “H” Street and W Cross Street, and nine parcels within Section 18, Township 2S, Range 30W, Parcel Numbers 6000-001-056, 6000-004-055, 6000-004-056, 6000-005-056, 6000-002-056, 6000-003-047, 6000-003-048, 6000-003-055 and 6000-017-047, totaling 3.71 (+/-) acres, located off N “H” Street, from Mixed-Use Urban (MU-U) to Public (P).
   .
   At the January 5, 2016, Planning Board, the Board recommended approval.

7. Recommendation Concerning the Review of the Rezoning Case heard by the Planning Board on January 5, 2016

   That the Board take the following action concerning the Rezoning Case heard by the Planning Board on January 5, 2016:

   A. Review and either adopt, modify, or reject the Planning Board's recommendation for Rezoning Case Z-2015-23 or remand the case back

to the Planning Board; and

B. Authorize the Chairman to sign the Order of the Escambia County Board of County Commissioners for the rezoning case that was reviewed.

Case No.:	**Z-2015-23**
Address:	1200 West Leonard Street, 1211 West Fairfield Drive, Block of "H" Street and Cross Street
Property Reference No.:	17-2S-30-5016-000-002; 17-2S-30-5016-002-002; 17-2S-30-5016-001-001; 17-2S-30-5009-000-062; 17-2S-30-5009-000-064; 172S-30-5009-000-068; 17-2S-30-5009-041-041; 18-2S-30-6000-001-056; 18-2S-30-6000-004-055; 18-2S-30-6000-004-056; 18-2S-30-6000-005-056; 18-2S-30-6000-002-056; 18-2S-30-6000-003-047; 18-2S-30-6000-003-048; 18-2S-30-6000-003-055; 18-2S-30-6000-017-047
Property Size:	53.98 (+/-) acres
From:	HDR, High Density Residential district (18 du/acre); HC/LI, Heavy Commercial Light Industrial district (du density limited to vested residential development, lodging unit density not limited by zoning); HDMU, High Density Mixed-use district (25 du/acre); Rec, Recreation district (du density limited to vested development)
To:	Pub, Public district (du density limited to vested residential development)
FLU Category:	MU-U, Mixed-Use Urban; C, Commercial; Rec, Recreation (P, pending State review)
Commissioner District:	3
Requested by:	Escambia County, Owner
Planning Board Recommendation:	Approval
Speakers:	Priscilla McCorvey, Mary Armstrong

8. 5:51 p.m. A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on January 5, 2016, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

This hearing serves as the second of two required public hearings before the BCC as set forth in Section 2-7.2 (a) and F.S. 125.66(4)(b).

2. II. Action Item

1. Recommendation Concerning Final Plat Upland Woods Permit #150400018

That the Board take the following action concerning recording of the Final Plat of Upland Woods (a 16-lot single family residential subdivision), located in the Farm Hill Community of Cantonment and lying south of Upland Road. Owned and developed by Thomas Home Corporation. Prior to recording, the County Engineer, County Surveyor, Development Services Director and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 2-5.2, of the Escambia County Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes:

A. Approve the final plat for recording;

B. Approve the street name “Upland Woods Road”; and

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

III. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

A. May 19, 2016

5:45 p.m. - A Public Hearing - Perdido Key Master Plan (first of two public hearings)

B. June 2, 2016

1. 5:45 p.m. - A Public Hearing - Perdido Key Master Plan (second of two public hearings)

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Request for Disposition of Property for the Office of the Court Administrator - Craig Van Brussel, Court Technology Officer

   That the Board approve the Request for Disposition of Property Form for the Court Administrator's Office, for property which is described on the provided spreadsheet and which has been determined to be uneconomical to repair or has out-lived its ability to be useful technology to the Court system. The equipment listed may have been cannibalized to keep other court equipment operational. The items listed are whole, but may contain non-functioning parts.

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

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

3. Recommendation Concerning Staff Appointment to the Surface Water Improvement and Management Plan Technical Advisory Committee for Perdido and Pensacola Bay Watersheds - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

   That the Board approve the appointment of Taylor "Chips" Kirschenfeld as the Escambia County Primary Point of Contact and Representative to the Technical Advisory Committee (TAC) for the updating of the Surface Water Improvement and Management (SWIM) plans for Northwest Florida as it relates to the Perdido River and Bay and Pensacola Bay Watersheds.

4. Recommendation Concerning the Board of County Commissioners' Substance Abuse Policy - Thomas G. Turner, Human Resources Department Director

That the Board take the following action concerning the Board of County Commissioners' Substance Abuse Policy, Section II, Part C.12:

A. Approve the following revisions:

1. In Section B. Scope, add "and Florida Statutes, Chapter 112.440," to adhere to requirements of the Florida statutes;

2. In Section D.3.b., add that the employee will be placed on paid administrative leave pending the results of the laboratory test;

3. In Section D.3.e.(4), where reasonable suspicion exists add that the employee will be placed on administrative leave pending results of the laboratory test and that a confirmed positive test result will end the paid administrative leave and will result in the employee's termination;

4. In Section D.5.b, add "a random sample of employees chosen for drug testing (which includes alcohol by definition) may not constitute more than 10 percent of the total employee population. Pool selection to be quarterly."

5. In Section H.3., add that a first incident of a reasonable suspicion or post-accident confirmed positive test shall result in termination of employment. A first incident of a random confirmed positive test shall result in the employee being placed in an unpaid leave status. This unpaid leave status will begin upon receipt of the confirmed positive result and will end upon the employee presenting a negative test result or the employee's termination if a negative sample is not provided as required under this paragraph. (If the employee has accrued annual or paid time off leave, they shall be permitted to use the leave. If the employee does not have accrued annual or paid time off leave, the employee shall be placed in a leave without pay status.) The employee shall have 30 calendar days from the date of the initial test sampling date to produce a negative test result in order to return to duty. If a negative test result is not received in the 30 day time period from the date of the initial test sampling date, the employee will be terminated. Any subsequent confirmed positive test whether from a reasonable suspicion, post accident or random test will result in the employee's termination;

6. In Section H.3.a., that add employees shall be required to make an appointment with the EAP or a Mental Health Counselor and show proof of participating in counseling to the Human Resources Department within the first two (2) days of being placed on leave;

7. Delete Section H.3.a.(1);

8. Delete Section H.3.b.(1-4);

9. Delete Section H.8;

10. Delete Section M;

B. Approve changes, such as verbiage cleanup, for clarity and conformity to current practices;

C. Adopt the revised Policy; and

D. Allow the Policy to become effective August 1, 2016, after approval to allow for an orderly transition and employee training on the new Policy.

5. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, February 18, 2016 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the corrected February 18, 2016, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

6. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, March 17, 2016 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the March 17, 2016, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

7. Recommendation Concerning the Northwest Florida Community Housing Development Corporation, Inc.'s Proposed Disaster Housing Recovery Program - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Northwest Florida Community Housing Development Corporation, Inc.'s, proposed Disaster Recovery Housing Program, under the Community Contribution Tax Credit Program:

A. Adopt a Resolution certifying that the Northwest Florida Community Housing Development Corporation, Inc.'s proposed Disaster Recovery Housing Program, under the Community Contribution Tax Credit Program is consistent with local plans and regulations; and

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

8. Recommendation Concerning the CareerSource Escarosa Local Workforce Development Board Services Plan - Tonya Gant, Neighborhood & Human Services Department Director

That the Board approve and authorize the Chairman to sign the CareerSource Escarosa Local Workforce Development Board Services Plan. As required by the Workforce Innovation and Opportunity Act (WIOA), all area Workforce Boards are required to submit a Local Workforce Development Area (LWDA) service plan.

9. Recommendation Concerning the Escambia-Pensacola Human Relations Commission - Jack R. Brown, County Administrator

That the Board take the following action concerning the Escambia-Pensacola Human Relations Commission:

A. Waive the Board’s Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and reappoint Kathleen A.Wilks, for a two-year term, effective May 5, 2016, through May 4, 2018; and

B. Appoint Anita G. Hemphill, to complete the term of Robert C. Allen, effective May 5, 2016, through November 6, 2016.

Ms. Wilks and Ms. Hemphill are the only individuals who responded to a General Alert that was posted on the County's Website from February 16, 2016, to March 1, 2016, informing the public that the Escambia County Board of County Commissioners was seeking residents interested in volunteering to be considered for appointment to the Escambia-Pensacola Human Relations Commission.

10. Recommendation Concerning the Request for Disposition of Property for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the Request for Disposition of Property Form for the Public Safety Department, for property which is described and listed on the Disposition Form, with reason for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or disposed of properly.

11. Recommendation Concerning Business Sponsorship Agreement between Escambia County and Pete Moore Chevrolet, Inc. - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the Business Sponsorship Agreement between the Escambia County Board of County Commissioners and Pete Moore Chevrolet, Inc., for the provision of allowing Pete Moore Chevrolet, Inc., a sponsorship opportunity by supplying two 2016 Chevrolet Colorado midsize pick-up trucks for Public Safety on Pensacola Beach on a zero-cost lease:

A. Adopt the Resolution authorizing the “Safe Shores” Business Sponsorship Proposal;

B. Approve the Business Sponsorship Agreement between the Escambia County Board of County Commissioners and Pete Moore Chevrolet, Inc., for the provision of allowing Pete Moore Chevrolet, Inc., a sponsorship opportunity by supplying two 2016 Chevrolet Colorado midsize pick-up trucks for Public Safety on Pensacola Beach on a zero-cost lease;

C. Authorize the Chairman to execute the Resolution and the Business Sponsorship Agreement; and

D. Authorize Michael D. Weaver, Public Safety Department Director, to execute all related documents as required to implement the Business Sponsorship Agreement without further Board action.

12. Recommendation Concerning the First Amendment to the Interlocal Agreement for Reciprocal Evacuation and Re-entry Among the City of Orange Beach, Alabama; Escambia County, Florida; and the Escambia County, Florida, Sheriff's Department - Michael D. Weaver, Public Safety Director

That the Board take the following action concerning the First Amendment to the Interlocal Agreement for Reciprocal Evacuation and Re-entry Among the City of Orange Beach, Alabama, Escambia County, Florida, and the Escambia County, Florida, Sheriff's Department:

A. Approve the First Amendment to the Interlocal Agreement; and

B. Authorize the Chairman to sign the First Amendment to the Interlocal Agreement.

13. Recommendation Concerning Reappointments to the Escambia County Contractor Competency Board - Donald R. Mayo, CBO, Building Services Department Director

That the Board take the following action concerning four reappointments to the Escambia County Contractor Competency Board:

A. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures;

B. Reappoint, retroactively, the following four members for a three-year term, effective May 1, 2016, through April 30, 2019:

1. Leroy White, Leroy White Construction, Inc. (State Registered Building Contractor);

2. Verris "Mac" Magee, Expert Heating, A/C & Refrigeration, Inc. (Mechanical Contractor and Master Gas Contractor);

3. Sam Menezes, Pensacola Christian College (Master Plumbing Contractor); and

4. Michael E. Batchelor, Batchelor's Inc. (State Certified Roofing Contractor).

There were no responses to the General Alert that was posted on the County's Website from March 14, 2016, to March 25, 2016, informing the public that the Escambia County Board of County Commissioners was seeking residents interested in volunteering to be considered for an appointment to the Escambia County Contractor Competency Board.

Presently, four members whose terms expire April 30, 2016, have expressed a desire to be reappointed; their Resumes are provided for review.

14. Recommendation Concerning the Scheduling of an Appeal Hearing of a Decision by the Contractor Competency Board on April 7, 2016 - Donald R. Mayo, CBO, Building Services Department Director

That the Board approve the scheduling of an Appeal Hearing for June 2, 2016, at 5:32 p.m., to review the Petition for Review of the Contractor Competency Board Decision (made at its April 7, 2016, meeting), as filed by David G. Rademacher, Respondent, in the Complaint No.: COM141100044 - Glenn Olsen vs. David G. Rademacher d/b/a Horizon Sunrooms and Spas, Inc.

15. Recommendation Concerning a Resolution Supporting the 2017 Pensacola Double Bridge Run - Joy D. Blackmon, P.E., Public Works Department Director

That the Board adopt and authorize the Chairman to sign the Resolution supporting the 2017 Pensacola Double Bridge Run.

16. Recommendation Concerning a Regional Advanced Traffic Management System and Transportation Management Center - Joy D. Blackmon, P.E., Public Works Department Director

That the Board adopt and authorize the Chairman to sign the Resolution expressing support for the construction and operation of a regional, unified Advanced Traffic Management System (ATMS) and a Transportation Management Center (TMC) for Escambia County, Santa Rosa County, the City of Pensacola, the City of Milton, and the City of Gulf Breeze.

17. Recommendation Concerning the Escambia County Area Transit Summer Youth Pass Program - Joy D. Blackmon, P.E., Public Works Director

That the Board approve the increase of the maximum age, from 17 to 18 years old, for the Escambia County Area Transit (ECAT) Annual Summer Youth Pass Program. This will allow high school students who have already turned 18 to participate in the program. The Summer Youth Pass, which will be sold for $25, will allow young people to ride the bus at any time between Memorial Day (May 30, 2016) and Labor Day (September 5, 2016). This campaign will ultimately increase ECAT's ridership as the young people of our community discover the benefits of using our Transit System.

18. Recommendation Concerning the Adoption of a Maintenance Map for a Portion of Hurst Hammock Road - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the adoption of a Maintenance Map for a portion of Hurst Hammock Road – a paved roadway, approximately 1,250 feet in length, lying south of the fork with Beulah Road, and being entirely within the SE 1/4 of the SE 1/4 of Section 19, Township 1 South, Range 31 West:

A. Adopt a Maintenance Map, Engineering Department Map Number L-5053, for a portion of Hurst Hammock Road – a paved roadway, approximately 1250 feet in length, lying south of the fork with Beulah Road, and being entirely within the SE 1/4 of the SE 1/4 of Section 19, Township 1 South, Range 31 West. The Map delineates the extent of County Maintenance to define County property in areas where the County maintains roads without having deeded right-of-way;

B. Approve said areas shown on the Map for continued maintenance, pursuant to Florida Statutes, Chapter 95.361; and

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

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Supplemental Budget Amendment #128 - Stephan Hall, Budget Manager, Management and Budget Services

   That the Board adopt the Resolution approving Supplemental Budget Amendment #128, Local Option Sales Tax (LOST) Fund 352, in the amount of ($75,150), to recognize a reduction in the design and construction portion of the IIDC Water and Sewer Grant and to use the $75,150 in Grant funding to cover the costs of the Kenneth Horne Study and City of Gulf Breeze service reimbursements.

2. Recommendation Concerning Supplemental Budget Amendment #134 - Stephan Hall, Budget Manager, Management and Budget Services

   That the Board adopt the Resolution approving Supplemental Budget Amendment #134, Library Fund (113), in the amount of $10,260, to recognize Grant proceeds from the Panhandle Library Access Network, and to appropriate these funds to be used to purchase HP Sprout computers for West Florida Public Library to provide digital literary skills for adults and children. This Grant requires a 10% match from the County, and matching funds will be from the Library's Information Systems Cost Center (Fund 113).

3. Recommendation Concerning Supplemental Budget Amendment #139 - Stephan Hall, Budget Manager, Management and Budget Services

   That the Board adopt the Resolution approving Supplemental Budget Amendment #139, Transportation Trust Fund (175), in the amount of $94,839, to recognize insurance proceeds received for damage to traffic equipment and other property at various locations throughout the County, and to appropriate these funds into the Traffic Operations Cost Center from where repair costs were expended.

4. Recommendation Concerning Engaging the Griffing Company, dba NAI Halford, to Search for Warehouse Space for Use by the Supervisor of Elections Office - Amy Lovoy, Assistant County Administrator

   That the Board engage the Griffing Company, dba NAI Halford, to search for both short-term and long-term warehouse and training space for use by the Supervisor of Elections, per the terms and conditions of PD 15-16.008, and the corresponding Contract approved by the Board on March 3, 2016.

   [Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 110267]

5. Recommendation Concerning the Miscellaneous Appropriations Agreement between Escambia County and Gulf Coast Veterans Advocacy Council, Inc. - Amy Lovoy, Assistant County Administrator

That the Board take the following action concerning the Fiscal Year 2015/2016 Miscellaneous Appropriations Agreement between Escambia County and Gulf Coast Veterans Advocacy Council, Inc.:

A. Approve the Miscellaneous Appropriations Agreement between Escambia County and Gulf Coast Veterans Advocacy Council, Inc., in the amount of $10,000, to be paid from Fund 001, General Fund, Cost Center 110201, Account 58201;

B. Authorize the Chairman to sign the Agreement and all other necessary documents; and

C. Authorize the execution of the necessary Purchase Order.

6. Recommendation Concerning the Perdido Landfill Stormwater Central Conveyance System Restoration - Patrick T. Johnson, Waste Services Department Director

That the Board approve and authorize the County Administrator to issue a Purchase Order, per PD 14-15.064, General Paving and Drainage Pricing Agreement, to J. Miller Construction, Inc., in an amount not to exceed $92,281.44, in total, for the Perdido Landfill Stormwater Central Conveyance System Restoration. The lowest bidder declined the job.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 54601]

7. Recommendation Concerning a Change Order to Purchase Order #160836 - Panhandle Grading and Paving, Inc. - Patrick T. Johnson, Waste Services Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #1, to Panhandle Grading and Paving, Inc., for stockpiling and stabilization of donated soil for the Perdido Landfill:

Department:	Waste Services
Division:	Operations
Type:	Addition
Amount:	$76,760
Vendor:	Panhandle Grading and Paving, Inc.
Project Name:	Rental Equipment w/ Skilled Labor
PO#:	160836
CO#:	1
Cost Center for CO:	230314
Original PO Amount:	$45,000
Cumulative Amount of Change Orders:	$76,760
New PO Total:	$121,760

[Funding Source: Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 54601]

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

That the Board ratify the following May 5, 2016, action of the Board of County Commissioners of Escambia County, acting as the Escambia County Community Redevelopment Agency (CRA) concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approving the following four Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and David W. Fichter, owner of residential property located at 9 Brandywine Road, Barrancas Redevelopment District, each in the amount of $3,299, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, for installation of new windows;

2. The Agreements between Escambia County CRA and Evan L. Jr., and Sheila J. Feltner, owners of residential property located at 6 Audusson Avenue, Barrancas Redevelopment District, each in the amount of $5,957, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, for window replacement, new roof installation and storm shutter installation;

3. The Agreements between Escambia County CRA and Dell A. Reynolds, owner of residential property located at 807 Montclair Road, Palafox Redevelopment District, each in the amount of $375, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 370115, Object Code 58301, for Electrical Rewiring;

4. The Agreements between Escambia County CRA and David and Carol Richtmyre, owners of residential property located at 403 Cary Memorial Drive, Palafox Redevelopment District, each in the amount of $6,000, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 370115, Object Code 58301, for installation of new windows, and central heating and air conditioning system; and

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

9. Recommendation Concerning the Cancellation of One Residential Rehab Grant Program Lien - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following May 5, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA) concerning the cancellation of one Residential Rehab Grant Program Lien:

A. Approving the following cancellation of one Residential Rehab Grant Program Lien, as the Grant recipient has met her Grant requirements:

Property Owner	Address	Amount
Mary T. Thomas	1105 West Jordan Street	$2,925

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

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

That the Board ratify the following May 5, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA) concerning the cancellation of two Commercial Facade, Landscape, and Infrastructure Grant Program Liens:

A. Approving the following cancellation of two Commercial Facade, Landscape, and Infrastructure Grant Program Liens, as the Grant recipients have met their Grant requirements:

Property Owner's Name	Address	Lien Amount
Kathleen A. Richardson	3420 Barrancas Avenue	$10,000
Granger Development & Brokerage Service, Inc.	3770 Barrancas Avenue	$3,975

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

11. Recommendation Concerning the Escambia/Pensacola 2017-2019 State Housing Initiatives Partnership Local Housing Assistance Plan - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action regarding the Escambia/Pensacola 2017-2019 State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan, Resolution, and Interlocal Agreement:

A. Adopt the Resolution approving the Escambia/Pensacola 2017-2019 SHIP Local Housing Assistance Plan (LHAP), including SHIP financed affordable housing strategies, specified eligibility and beneficiary definitions, maximum SHIP award limitations, fiscal and administrative provisions, description of affordable housing incentives, annual program service delivery goals, and required SHIP certifications;

B. Approve the SHIP Program Escambia/Pensacola Interlocal Agreement with the City of Pensacola providing for joint implementation and administration of the Escambia/Pensacola SHIP Program and the Escambia/Pensacola LHAP;

C. Authorize staff to revise the SHIP budgetary allocations within the approved Plan or between the approved strategies to accurately reflect actual funding distributions provided by Florida Housing Finance Corporation (FHFC);

D. Authorize staff to make minor revisions to the LHAP if required by FHFC review; and

E. Authorize the Chairman and/or the County Administrator, as appropriate, to execute all documents required to submit, receive, and implement the SHIP Plan and all related activities.

[Funding: Fund 120, 2017 SHIP, Cost Center 370204, 2018 & 2019 SHIP Cost Centers to be assigned]

12. Recommendation Concerning Amendment #1 to the State Housing Initiatives Partnership Program Interlocal Agreement with the Town of Century - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning Amendment #1 to the State Housing Initiatives Partnership (SHIP) Program Interlocal Agreement with the Town of Century:

A. Approve Amendment #1 to the Interlocal Agreement for SHIP Housing Repair Assistance Project with the Town of Century to provide $260,000, in SHIP funds to support housing repair activities within the Town of Century; and

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

[Funding: Fund 120/2015 and 2016 SHIP, Cost Centers 370201 and 370202]

13. Recommendation Concerning the Acceptance of Three Drainage Easements for the Crescent Lake Outfall Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of three drainage easements for Crescent Lake Outfall improvements:

A. Accept the donation of three drainage easements located in Crescent Lake Subdivision for the Crescent Lake Outfall Improvement Project;

Property Owner	**Parcel Reference Number**	**Acreage**
Crescent Lake Preservation Association, Inc.	44-1S-30-3001-012-001	0.03
John T. Davis	44-1S-30-1000-013-022	0.05
Robert C. and Linda L. Yearty	44-1S-30-1000-012-022	0.07

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

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

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

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

14. Recommendation Concerning the Transportation Regional Incentive Program Application for the US 29 Connector Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Transportation Regional Incentive Program (TRIP) Application for the US 29 (aka Beulah Beltway) Connector Project, from Nine Mile Road to North of Interstate 10:

A. Authorize staff to submit an Application for TRIP funds to the Florida Department of Transportation (FDOT) to request Grant funding for the US 29 (Beulah Beltway) Connector Project; and

B. Authorize the Chairman to sign the Application and any other documents related to the request for TRIP Funds, subject to Legal review and sign-off, without further action of the Board, if applicable.

[Funding: $700,000 is available in Fund 352, "LOST III," Account Code 210107, Object Code 56301 Project #08EN0021, “Beulah/Beltway,” Fiscal Year 2016/2017, to be used as a match for this Grant]

15. Recommendation Concerning the Purchase of a Fire/Water Rescue Vessel - Claudia Simmons, Purchasing Manager, Office of Purchasing

That the Board approve the purchase and authorize the County Administrator to sign the Purchase Order to Brown Helicopter, Inc., in the amount of $144,636.50, for the purchase of one 2006 26-foot SeaArk Center Console Hull #SAMA1735A606, equipped with electronics and specified firefighting equipment, two 2006 225 HP Suzuki four stroke outboard motors, and one 2016 triple axle aluminum trailer, to be used by the Public Safety Department's Fire Rescue and Emergency Management Services Divisions as a rescue vessel.

The invitation to bid PD 15-16.023, for the purchase of one new or used Fire/Rescue Vessel, was advertised in the Pensacola News Journal on January 25, 2016, and posted on the Escambia County Website under current solicitations from January 25, 2016, through February 24, 2016. Two bids were received on February 24, 2016. The bid submitted by Brown Helicopter, Inc., the low bidder, met the specifications and was approved by the Public Safety Department for the award.

[Funding: Fund 352 ,LOST III, Cost Center 330228, Object code 56401, Project code 08FS0018]

16. Recommendation Concerning Supplemental Budget Amendment #144 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #144, State Housing Initiatives Partnership Program (SHIP) Fund (120) and the General Fund (001), in the amount of $2,083,028, to recognize the 2016 SHIP Program disaster allocation provided by the Florida Housing Finance Corporation (FHFC), and to appropriate these funds for tornado assistance that supports affordable housing activities in Escambia County and the City of Pensacola.

17. Recommendation Concerning Budget Amendment #149 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board approve Budget Amendment #149, Court Administration, Article V Fund (115), in the amount of $26,218 reallocating funds into personnel and operating within the existing Cost Center and budget to cover the cost of one full and one part-time employee of the Law Library. The Board at the 4/7/2016 meeting approved the transition of the Law Library operation over to a division of Court Administration moving forward.

18. Recommendation Concerning Supplemental Budget Amendment #150 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #150, Other Grants and Projects Fund (110), in the amount of $74,222, to recognize Grant funds from the Florida Division of Emergency Management (FDEM), and to appropriate these funds to be used for the purchase of safety hazard equipment and associated training for the Fire Division of Public Safety.

19. Recommendation Concerning Supplemental Budget Amendment #152 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #152, Library Fund (113), in the amount of $10,223, to recognize additional Grant funds, and to increase the Cost Center balance in the State Aid to Libraries Grant, since the actual Grant amount was more than budgeted.

20. Recommendation Concerning the First Amendment to the Contractual Services Agreement for Adult Post-Adjudicatory Drug Court Expansion Operations in Escambia County, Florida - Catherine A. White, Drug Court Manager

That the Board take the following action concerning the First Amendment to the Contractual Services Agreement for Adult Post-Adjudicatory Drug Court Expansion in Escambia County, Florida:

A. Approve the First Amendment to the Contractual Services Agreement for Adult Post-Adjudicatory Drug Court Expansion Operations in Escambia County, Florida, effective October 1, 2015, through June 30, 2016, which increases the funding from $237,750 to $245,429; and

B. Authorize the Chairman to sign the Agreement, Amendments, and requests for payment or other documents as may be required.

[Funding: Fund 110, Other Grants and Projects Fund, Cost Center 410570]

21. Recommendation Concerning Change Order for PD 13-14.020, Former Escambia County Mosquito Control Facility - Tonya Gant, Neighborhood & Human Services Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order, in the amount of $247,185, to Cameron-Cole, LLC, on Contract PD 13-14.020, Former Escambia County Mosquito Control Facility Remediation Monitoring (this change order is to fully fund the Agreement originally approved by the Board in 2014):

Department:	Neighborhood & Human Services
Division:	Neighborhood Enterprise Division
Amount:	$247,185
Vendor:	Cameron-Cole, LLC
Project:	Former Escambia County Mosquito Control Facility Remediation Monitoring
Contract:	PD 13-14.020
P.O. No:	141429
C.O. No:	1
Original Award Amount:	$458,093
Original P.O. Amount:	$210,908
Cumulative Amount of Change Orders through this C.O.:	$247,185
Contract Total:	$458,093

[Funding: Fund 129/2014 CDBG, Cost Center 370221 and/or VCTC, Cost Center 370213]

22. Recommendation Concerning the Agreement for Emergency Solutions Grant Program with The EscaRosa Coalition on the Homeless, Inc. - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Agreement for Emergency Solutions Grant (ESG) Program with The EscaRosa Coalition on the Homeless, Inc. (ECOH):

A. Approve an Agreement for Emergency Solutions Grant Program with ECOH providing 2015 ESG support in the amount of $3,648, for administering and coordinating the Homeless Management Information System (HMIS), assisting with preparation of the Annual Plan and Reports, associated homeless continuum of care initiatives and 2014 ESG support in the amount of $38,444, for direct service delivery and case management services to ESG eligible clients in Escambia County; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and all related forms or documents as may be required to fully implement the Agreement.

[Funding: Fund 110, Other Grants & Projects Fund, HUD Emergency Solutions Grant and Emergency Shelter Grant, Cost Center 370292 & 370293]

23. Recommendation Concerning Forest Creek Apartments Flood Mitigation Assistance Application - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the competitive Federal Emergency Management Agency (FEMA) Flood Mitigation Assistance (FMA) Program Application for Forest Creek Acquisition/Relocation Project:

A. Approve submission of the competitive FEMA FMA Program Application for the Forest Creek Acquisition/Relocation Project by ARCADIS U.S., Inc;

B. Ratify the County Administrator's signature on the FEMA Grants Application Form for submission to the State; and

C. Authorize the Chairman or County Administrator, as appropriate, to execute all FMA or FEMA Grant-related documents as required to complete the application process, receive the Grant funds if awarded by FEMA and complete project related activities.

[Funding: Not Applicable at this time. Match to be provided subject to award by FEMA]

24. Recommendation Concerning the Purchase of Five Vehicles for the Building Inspections Department - Donald R. Mayo, Building Inspections Department, Director/Building Official

That the Board authorize the County to utilize the State of Florida Term Contract #25100000-16-1, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and award a Purchase Order for five 2016 Chevrolet Equinox Sport Utility Vehicles, Model # 1LH26, for the Building Inspections Department, to Garber Chevrolet Buick Pontiac GMC Truck, Inc., in the amount of $105,830, according to Specification Number VE 15-16.005, Building Inspections Sport Utility Vehicles - FWD- 4 DOOR- 2 Wheel Drive.

[Funding: Fund 406, Building Inspections Fund, Cost Center 250111, Object Code 56401]

25. Recommendation Concerning an Extension for Financial Advisory Services - Claudia Simmons, Purchasing Manager, Office of Purchasing

That the Board approve the extension of the Agreement for Financial Advisor, PD 12-13.017, to First Southwest Company, for a period of 12 months, effective March 21, 2016, per the terms of the Agreement for the performance of financial advisory services with no change in the fee structure as approved on March 21, 2013, per the following:

- First $10 million dollars of debt issuance - $1.25 per $1,000
- Amounts over $10 million - $.75 per $1,000
- Minimum Fee - $15,000

26. Recommendation Concerning Contract Award for Crescent Lake Outfall - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and BKW, Inc., per the terms and conditions of PD 15-16.033, Crescent Lake Outfalls, for a lump sum of $329,937.74.

[Funding: Fund 112, Disaster Recovery, Cost Center 330493, Object Code 54612/56301, Project Code ESDPW49]

27. Recommendation Concerning a Change Order in Excess of $50,000 to Blue Cross Blue Shield of Florida for Administrative Services and Stop Loss Insurance for the Self-Funded Health Insurance Plan - Thomas G. Turner, Human Resources Department Director

That the Board approve and authorize the County Administrator to execute Change Order 1, in excess of $50,000, adding funds for Administrative Services and Stop Loss Insurance for the County's Self-Funded Health Insurance Plan:

Department	Human Resources
Division	Benefits
Type	Addition
Vendor	Blue Cross Blue Shield of Florida
Purchase Order	160477
Change Order	1
Amount	$720,000
Original Award Amount	$745,000
Cumulative Amount of Change Orders Through This Change Order	$720,000
New Purchase Order Total	$1,465,000

[Funding Source: Fund 501, Internal Service Fund, Cost Center 140836, Object Code 54501]

28. Recommendation Concerning the Contract Extension on the Custodial Services for County Buildings Contract - David W. Wheeler, CFM, Facilities Management Department Director

That the Board take the following action concerning the Custodial Services for County Buildings, Contract PD 10-11.049:

A. Approve the third and final 12-month Contract extension, effective October 1, 2016, to American Facility Services, Inc.; and

B. Authorize the Chairman to sign all related documents.

[Funding: Facilities Management-Custodial: Fund 001, General Fund, Cost Center 310202, Object Code 53401; Employee Health Clinic: Fund 501, Internal Service Fund, Cost Center 150108, Object Code 53401; Roads and Bridges-Administration: Fund 175, Transportation Trust Fund, Cost Center 210401, Object Code 53401; Solid Waste-Administration: Fund 401, Solid Waste Fund, Cost Center 230301, Object Code 53401; Solid Waste-Recycling: Fund 401, Solid Waste Fund, Cost Center 230306, Object Code 53401; Solid Waste-Operations: Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 53401; Solid Waste-Palafox Transfer Station: Fund 401, Solid Waste Fund, Cost Center 230307, Object Code 53401]

29. Recommendation Concerning the Design and Construction of a Public Restroom Facility and Boardwalk with Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Interlocal Agreement between Escambia County, Florida, and the Santa Rosa Island Authority (SRIA):

A. Approve the Interlocal Agreement between Escambia County, Florida, and the SRIA relating to the Design and Construction of a Public Restroom Facility and Boardwalk with Observation Platform Across County Road (CR) 399 from the Portofino Condominiums on Pensacola Beach, for acceptance of funds and to provide project management; and

B. Authorize the Chairman to sign the Interlocal Agreement.

[Funding Source: Upon approval of the Interlocal Agreement with the Santa Rosa Island Authority (SRIA), and once the Portofino Island Improvement Funds (PIIF), in the amount of $300,000, have been received, a new Cost Center will be established in the Financial System and in the appropriate fund, so that costs can be tracked]

30. Recommendation Concerning the Purchase of One Tractor Towed Hydraulic Cleaning Machine for Santa Rosa Island Public Works - Joy D. Blackmon. P.E., Public Works Department Director

That the Board authorize the County to utilize the GSA Contract #GS-30F-0038V and award a Purchase Order to H. Barber & Sons, Inc., in the amount of $51,352.64, for the purchase of one 2016 Tractor Towed Hydraulic Cleaning Machine, Barber Surf Rake, Model 600HD (S600HD) with selected options, according to the specifications of VE 15-16.008.

The Office of Purchasing posted the request on the Escambia County Website for 30 days, with no responses.

[Funding Source: Fund 001, "General Fund", Cost Center 211401, Object Code 56401]

31. Recommendation Concerning the Purchase of One Street Sweeper for Santa Rosa Island Public Works - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the County to utilize the National Joint Powers Alliance (NJPA) Contract #022014-FSC and award a Purchase Order to Sansom Equipment Company, in the amount of $172,110.30, for One 2016 Elgin Broom Badger Sweeper for the Santa Rosa Island Public Works Division, according to the specifications of VE 15-16.011.

The Office of Purchasing posted the request on the Escambia County Website for 30 days, with no additional responses.

[Funding Source: Fund 001, "General Fund", Cost Center 211401, Object Code 56401]

32. Recommendation Concerning the Issuance of Purchase Orders in Excess of $50,000 for the Public Works Department for Fiscal Year 2015/2016 - Joy D. Blackmon, P.E. Director, Public Works Department:

That the Board approve the issuance of cumulative Purchase Orders in excess of $50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, for the Public Works Department for Fiscal Year 2015/2016, as follows:

Vendor	Amount	Contract Number
Florida Level and Transit	$75,000	n/a
Vendor Number: 061908		
Surveying Supplies and Equipment		
Funding: Fund 175 "Transportation Trust Fund", Cost Center 211201		

[Funding Source: Fund 175, "Transportation Trust Fund", Cost Center 211201]

33. Recommendation Concerning a Change Order to Sigma Consulting Group, Inc., for the Glynn Broc Gully and Cypress Point United States Department of Agriculture Natural Resources Conservation Service Emergency Watershed Program Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Sigma Consulting Group, Inc., on Contract PD 02-03.79, Glynn Broc Gully and Cypress Point (USDA-NRCS-EWP) Project (funding for the sheet pile wall was included in the increase provided by the Natural Resources Conservation Service (NRCS) on March 30, 2016, and part of the addendum approved by the Board on April 7, 2016). This Change Order also adds tasks to the Geotechnical Investigation and Design and Construction Plans:

Department:	Public Works
Division:	Engineering/Infrastructure
Type:	Addition
Amount:	$4,985
Vendor:`	Sigma Consulting Group, Inc.
Project Name:	Glynn Brock Gully and Cypress Point
Contract:	PD 02-03.79 "Professional Services"
PO No.	151095
CO No.	3
Original Award Amount:	$48,075
Cumulative Amount of Change Orders through this CO	$4,985
New Contract Total	$53,060

[Funding for the 25% match is available in Fund 352, LOST III, Project #15EN3252, and Funding for the Change Order is available in Fund 112, "Disaster Recovery Fund", Cost Center 330493, Project #ESXNR04]

34. Recommendation Concerning a Change Order for Reimbursement of Insurance Claims to Ingram Signalization, Inc., for Maintenance of Traffic Signal Devices Throughout Escambia County - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Ingram Signalization, Inc., for Contract PD 12-13.049, Signal Response Maintenance and Construction, for maintenance of traffic signal devices throughout Escambia County:

Department:	Public Works
Division:	Transportation and Traffic Operations
Type:	Addition
Amount:	$107,317.40
Vendor:	Ingram Signalization, Inc.
Project Name:	"Signal Response Maintenance and Construction" - Maintenance of Traffic Signal Devices throughout Escambia County
Contract:	PD 12-13.049
PO No.:	160708
CO No.:	1
Original Award Amount:	$220,000
Cumulative Amount of Change Orders through this CO:	$107,317.40
New Contract Total:	$327,317.40

[Funding Source: Fund 175, "Transportation Trust Fund, Cost Center 211201, Object Code 54601]

35. Recommendation Concerning the Reallocation of Capital Improvement Program Funds - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the reallocation of funds from the Capital Improvement Program to fund other priority infrastructure projects, totaling $254,115, as follows:

FROM:

Description	District	Amount
Nims Lane Drainage	5	$175,000
Jordan Street	3	$13,275
Matthew Lane	3	$40,098
Michael Drive	3	$14,743
West Lloyd	3	$10,999

TO:

Description	District	Amount
Hamilton Crossing	5	$125,000
Muscogee Road	5	$ 50,000
Figland Road	3	$ 79,115

[Funding Source: Fund 352, "Local Option Sales Tax III", Account 210107]

36. Recommendation Concerning the Interlocal Agreement with the Santa Rosa Island Authority Relating to Transportation Services on Pensacola Beach for Summer 2016 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Interlocal Agreement with the Santa Rosa Island Authority (SRIA) relating to transportation services on Pensacola Beach for Summer 2016:

A. Approve the Interlocal Agreement between Escambia County and the SRIA Relating to Mass Transit Service on Pensacola Beach, via Escambia County Area Transit (ECAT) trolleys, from May 27, 2016, through September 5, 2016, with the SRIA reimbursing the County for all operating costs; and

B. Authorize the Chairman to sign the Interlocal Agreement.

For the last several years, SRIA and ECAT have cooperatively arranged for trolley service on Pensacola Beach during the busy summer beach season. The trolley service route travels along Fort Pickens Road and Via De Luna Drive, allowing beach-goers, tourists, and locals an opportunity to visit more of the beach, and subsequently more of the beach businesses.

The trolley service also stops at the pavilion on Casino Beach, which serves as a drop location for ECAT “Beach Jumper” routes, bringing passengers from Pensacola to Pensacola Beach. The trolley service route runs seven days a week during the Contract period.

[Funding: The SRIA will reimburse the County for all operating costs]

37. Recommendation Concerning the Acceptance of a Drainage Easement at 2060 Staff Drive - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of a drainage easement (approximately 0.10 acres) located at 2060 Staff Drive from Brent Michael Schiffer and Christi Colbert Schiffer:

A. Accept the donation of a drainage easement located at 2060 Staff Drive from Brent Michael Schiffer and Christi Colbert Schiffer for drainage improvements;

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

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

D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept the Easement, subject to Legal review and sign-off, as of the day of delivery of the Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

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

38. Recommendation Concerning Acceptance of the Donation of a Parcel of Real Property for the Tulip Park Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of a parcel of real property, located 2 Pen Haven Drive, for park improvements:

A. Accept the donation of a parcel of real property (approximately 0.25 acres), located at 2 Pen Haven Drive, from Pensacola Habitat for Humanity, Inc., for park improvements;

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

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

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

The County Attorney has requested that the Board be made aware that there are significant concerns with the quality of the title of the property.

[Funding: Fund 352, LOST III, Cost Center 350229, Object Code 56101, Project #12PR1688 “Land Acquisition”]

39. Recommendation Concerning the Acceptance of Three Easements for the Wilde Lake Boulevard Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of three easements (one Drainage Easement and two Temporary Access Easements) for the Wilde Lake Boulevard Project:

A. Accept the donation of three easements located on Wilde Lake Boulevard for the Wilde Lake Boulevard Project;

Property Owner	Parcel Reference Number	Acreage
Gordon F. Vannoy	15-1S-31-1101-000-001	0.06
Arthur W., Jr. & Lynda A. Cotton	10-1S-31-4400-000-004	0.01
Dennis R. & Susan W. Mather	10-1S-31-4400-000-001	0.12

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

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

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

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

40. Recommendation Concerning Acceptance of the Donation of a Public Road and Right-of-Way Easement for South Old Corry Field Road Bridge Repair- Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of a public road and right-of-way easement (10 feet x 317 feet, approximately 3,172 square feet) located at 610 South Old Corry Field Road from Roger B. Nicholson for drainage and bridge improvements:

A. Accept the donation of a public road and right-of-way easement (10 feet x 317 feet) located at 610 South Old Corry Field Road from Roger B. Nicholson for drainage and bridge improvements;

B. Authorize the payment of documentary stamps because the easement is being donated for governmental use, which is for drainage and bridge improvements, and benefits the public by the acceptance of the easement, which will enhance the safety and well-being of the citizens of Escambia County;

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

D. Authorize the Chairman or Vice Chairman to accept the Public Road and Right-of-Way Easement as of the day of delivery of the Public Road and Right-of-Way Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

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

41. Recommendation Concerning the Memorandum of Agreement for the Provision of a Paramedic Program between Escambia County and Pensacola State College - Michael D. Weaver, Public Safety Director

That the Board take the following action regarding the Memorandum of Agreement for a Paramedic Program between Escambia County and Pensacola State College, for the provision of allowing Pensacola State College to provide instruction and grant degrees in the field of emergency medical services to address the shortage of qualified paramedic employees, as approved by the District Board of Trustees of Pensacola State College, Florida:

A. Approve the Memorandum of Agreement for the Provision of a Paramedic Program between Escambia County and the District Board of Trustees of Pensacola State College commencing upon the date last executed and continuing in full force and effect unless terminated by either party upon providing at least 120 days prior written notice to the non-terminating party; and

B. Authorize the Chairman to execute the Memorandum of Agreement.

Over the last several years, it has become apparent there are not enough paramedics in the State of Florida available for hire. Most agencies have their own in-house paramedic program or contract with the local college to help meet staffing needs. Public Safety has encountered the same problems many are facing across the State of Florida. Contracting with Pensacola State College will allow staff to go to work and school in a familiar work environment to ensure success. It will also ensure that Escambia County will have highly trained and skilled individuals that can be immediately assigned to operational duty upon graduation and successful completion of the State of Florida Certification. It is proposed that no fewer than 12 academically qualified Emergency Medical Technicians (EMT) enroll in each Program term. The total cost per student is approximately $6000, to include tuition, books, and uniforms, to complete the Paramedic Training Program. Each student would have to attend classes for approximately 1 year before completing the training program.

[Funding: Fund 408, Emergency Medical Services, Cost Center 330302, Object Code 55501]

42. Recommendation Concerning Waste Services Department Equipment Purchase - Patrick T. Johnson, Waste Services Department Director

That the Board approve the purchase and installation of one Curry CA5000C 5,000 gallon water truck conversion on an existing County-owned CAT 725 6x6 Articulated Dump Truck, (PN 58882), from Thompson Tractor Company, Inc., in the amount of $92,015, per the terms and conditions of the Governmental Contract Initiative with the City of Tucson/National IPA Contract - RFP #120377 Member Discounts for Equipment Sales.

In compliance with the Local Preference Initiative, this equipment purchase was posted/advertised on the County website for 30 days, PD 15-16.027. No proposals were received. This unit will replace the existing water truck (PN 42598).

[Funding: Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 56401]

43. Recommendation Concerning Financial Assistance for the Town of Century, Florida - Jack R. Brown, County Administrator

That the Board approve paying two invoices from Thompson Tractor Company, Inc., (RS3500018046, in the amount of $2,953 and RS3500018044, in the amount of $7,089.20) and two invoices from Republic Services (0808-000447084, in the amount of $16,688.34 and 0808-000442644, in the amount of $10,725) for the Town of Century, to aid in their recovery from the EF-3 tornado that hit the town on Monday, February 15, 2016.

[The invoices total $37,455.54. The funding will come from Reserves for Operating and be paid from Cost Center 110201]

44. Recommendation Concerning Issuance of Purchase Order on Contract for the Montclair Group Resurfacing Project, Phase I - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the issuance of a Purchase Order to Panhandle Grading and Paving, Inc., in the amount of $348,004.70, on Contract PD 14-15-064, "General Paving and Drainage Pricing Agreement," for the Montclair Group Resurfacing Project, Phase I.

[Funding Source: Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Project #08EN0208]

45. Recommendation Concerning a Memorandum of Agreement with the Florida Department of Veterans' Affairs - Thomas G. Turner, Human Resources Department Director

That the Board approve and authorize the Chairman to execute the Memorandum of Agreement between Florida Department of Veterans' Affairs (FDVA) and Escambia Veteran's Service Office to establish and formalize the interlocal relationship between the State of Florida Department of Veterans' Affairs and Escambia County, on behalf of the County Veteran's Service Officer as an authorized user of FDVA's VetraSpec technology to manage veterans' case files and records.

[Funding: Fund 001, General Fund, Cost Center 150101, Object Code 55201]

III. For Discussion

1. Recommendation Concerning the Masonic Grand Master's Visit - Steven Barry, County Commissioner, District 5

   That the Board consider and approve the request from John Mick, President of the Grand Master's Visit Committee, for $1,500 to be funded from the 4th Cent Tourist Development Tax, for the Masonic Grand Master's Visit, and approve the Purchase Order for this purpose.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning the NOLF-8/NOLF-X Land Exchange with the United States Navy.

That the Board authorize the advertising of the notice required by Section 125.37, Florida Statutes, when negotiations with the United States Navy have concluded and a final Land Exchange Agreement, setting forth the terms and conditions of the exchange of real property in Escambia County known as Navy Outlying Landing Field Site 8 for approximately 601.41 acres owned by Escambia County and located in Santa Rosa County, is ready to be considered by the Board of County Commissioners.

[Funding: Cost Center 110201, Account 54905]

2. Recommendation Concerning Dismissal of the Division of Administrative Hearings Action Contesting the Estimate and Reconciliation for Fiscal Year 2014-2015.

That the Board take the following action:

A. Authorize the County Administrator Jack Brown to execute the conditional release on behalf of the County, a copy of which is attached; and

B. Authorize dismissal with prejudice of the pending petition before the Division of Administrative Hearings, concerning Fiscal Year 2014-2015.

3. Recommendation Concerning the Mutual Aid Agreement relating to Fire Protection Services with the Poarch Band of Creek Indians.

That the Board take the following action:

A. Rescind the prior approval of the Mutual Aid Agreement for Fire Protection Services; and

B. Approve the revised version of the Mutual Aid Agreement for Fire Protection Services and ratify the signature of Fire Chief, Patrick T. Grace.

4. Recommendation Concerning Carver Park Drainage Project - Encroachment Agreement with Gulf South Pipeline Company, LP.

That the Board:

A. Authorize the Chairman to execute the Encroachment Agreement with Gulf South Pipeline Company, LP; and

B. Authorize payment of incidental expenses associated with recording the Encroachment Agreement in the public records.

Note there are issues to be addressed by the County Attorney.

5. Recommendation Concerning the Assignment and Amendment of Agreement Relating to Legal Services as Bond Counsel to Bryant Miller Olive, P.A.

That the Board approve and authorize the Chairman to execute the Assignment and Amendment of Agreement between Escambia County, Florida and McGuire Woods, LLP Relating to Legal Services as Bond Counsel to Bryant Miller Olive, P.A.

6. Recommendation Concerning Settlement of Workers' Compensation Claim Involving Dwight Booker.

That the Board approve payment to the claimant, Dwight Booker, in the amount of $97,016.58 for an underpayment of Permanent Total Disability (PTD) benefits inclusive of penalties and interest regarding Mr. Booker's workers' compensation claim, which will be reimbursed by the Special Disability Trust Fund (SDTF), exclusive of penalties and interest.

[Funding: Fund 501, Internal Service Fund, Balance Sheet Account 239898]

7. Recommendation Concerning Settlement of Workers' Compensation Claim Involving Marilyn Brown.

That the Board approve a lump sum payment in the amount of $75,000.00 in order to conclude a full, final, and complete settlement of the pending workers' compensation claim filed by former employee Marilyn Brown. The proposed settlement agreement would fully resolve all past and future medical benefits, indemnity benefits, attorney's fees, costs, and additional benefits available pursuant to the Florida workers' compensation statute.

[Funding: Fund 501, Internal Service Fund, Balance Sheet Account 239898]

8. Recommendation Concerning Settlement of *Barney Cash and Irene Cash v. Escambia County*, Case No.: 2014 CA 000500, Escambia County Circuit Court.

That the Board take the following action:

A. Approve a settlement payment of $31,500.00 to Barney Cash and Irene Cash, his wife, in final settlement of the case styled: *Barney Cash and Irene Cash vs. Escambia County Board of County Commissioners*, Case No.: 2014 CA 000500, Escambia County Circuit Court; and

B. Authorize the County Attorney's Office to accept a general release and hold harmless agreement executed by Barney Cash and Irene Cash; and

C. Authorize the County Attorney's Office to execute a stipulation for dismissal with prejudice upon receipt of the general release and hold harmless agreement.

[Funding: Fund 501, Balance Sheet Account 239898]

9. Recommendation Concerning Settlement of Code Enforcement Matter – 6 Washington Street – CE#11-01-00115

That the Board authorize acceptance of $4,000.00 from the property owner/violator in order to effect a full, final, and complete settlement of Code Enforcement case CE#11-01-00115 and any and all potential civil claims associated therewith, if any, including any §1983 Civil Rights or Freedom Of Information Act claims.

13. Items added to the agenda.

14. Announcements.

15. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10032 **Proclamations 6.**
BCC Regular Meeting
Meeting Date: 05/05/2016
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 concerning the adoption/ratification of Proclamations:

A. Adopt the Proclamation proclaiming May 2016 as "Motorcycle Safety Awareness Month" in Escambia County and encouraging all motorists to share the road and look out for motorcyclists;

B. Adopt the Proclamation proclaiming May 9, 2016, to be "Child Welfare Professionals Recognition Day," and offering gratitude to all who invest their lives into ensuring the lives of our children are safe and happy;

C. Adopt the Proclamation congratulating the staff of the Management and Budget Services Office for winning the Government Finance Officers Association Distinguished Budget Presentation Award for Budget Documents for 20 consecutive years and commending them for the outstanding job they do every year preparing the Escambia County Budget;

D. Adopt the Proclamation expressing pride, congratulations, and appreciation to the members and advisors of the Pensacola NAACP Youth Council #5750 in recognition of their significant achievements and dedication to the community and recognizing the bright future of every member, encouraging each member to continually strive for excellence, and looking forward to continued reports of their success;

E. Ratify the Proclamation dated April 21, 2016, proclaiming April 25, 2016, to be "Ramon Harvey Day" in Escambia County and expressing appreciation for all of the contributions he has made to the citizens of Escambia County and beyond;

F. Ratify the Proclamation dated April 26, 2016, proclaiming the week of May 1 through May 7, 2016, as "Family Values Week" in Escambia County and honoring and commending the Scottish Rite Masons, Valley of Pensacola, for their leadership, dedication, and service to the community;

G. Ratify the Proclamation dated April 26, 2016, proclaiming May 1, 2016, to be "Law Day" in Escambia County and expressing appreciation for all of the contributions made to the citizens of Escambia County and beyond; and

H. Ratify the Proclamation dated April 26, 2016, extending congratulations to Myrtle Grove Masonic Lodge for 50 years of service to the community and to the families of Myrtle Grove, Florida.

BACKGROUND:

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

Proclamations

PROCLAMATION

***WHEREAS**, motorcycle riding provides an exciting form of recreation and transportation for thousands of residents of Escambia County; and*

***WHEREAS**, motorcycles have become more appreciated due to their energy efficiency and reduced fuel consumption, minimal impact on road wear, and ability to ease parking congestion; and*

***WHEREAS**, motorcycles are appearing in greater numbers on our highways and require certified training and sound judgment by riders; and*

***WHEREAS**, it is critical that all motor vehicle drivers be vigilant to the presence of motorcycles on streets and highways and strive to be more respectful and aware to reduce the number of injuries and fatalities; and*

***WHEREAS**, safe motorcycle operation requires defensive driving habits by all motorists for the protection and safety of the entire motoring public; and*

***WHEREAS**, "Motorcycle Safety Awareness Month" has been designated by the National Highway Traffic Safety Administration as a means to enhance public awareness of motorcycle safety.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, does hereby proclaim May 2016 as*

"MOTORCYCLE SAFETY AWARENESS MONTH"

in Escambia County and encourages all motorists to share the road and look out for motorcyclists.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____

Grover C. Robinson, IV, Chairman
District Four

Wilson B. Robertson, Vice Chairman
District One

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

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

_____

Deputy Clerk

Adopted: May 5, 2016

PROCLAMATION

***WHEREAS**, children are our most precious resource and our promise for a bright future; and*

***WHEREAS**, "Child Welfare Professionals Recognition Day" was originally approved and signed into law by Governor Charlie Crist in 2008; and*

***WHEREAS**, the Bill, Senate Bill 78, was sponsored by Congresswoman Frederica S. Wilson to ensure the professionals who are entrusted with the well-being of our children get the appreciation and positive recognition they rightfully deserve; and*

***WHEREAS**, the vast majority of child welfare professionals are hardworking, conscientious, and compassionate when it comes to the safety of children and take their responsibilities toward ensuring our children are safe and well taken care of very seriously; and*

***WHEREAS**, child welfare professionals are responsible for ensuring our children live free from maltreatment; enjoy long-term, secure relationships within strong families and communities; are physically and emotionally healthy and socially competent, and that families nurture, protect, and meet the needs of their children; and*

***WHEREAS**, they form supportive partnerships with family members, relative caregivers, and foster and adoptive parents to achieve optimum communication, clear roles and responsibilities, and mutual accountability; and*

***WHEREAS**, these professionals build rapport and trust with families and those who know and support them, and empower family members by identifying their strengths and making them aware of the resources that are available to assist them.*

***NOW, THEREFORE**, the Board of County Commissioners of Escambia County, Florida, hereby proclaims May 9, 2016, to be "Child Welfare Professionals Recognition Day," and offers its gratitude to all who invest their lives into ensuring the lives of our children are safe and happy.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Grover C. Robinson, IV, Chairman
District Four

Wilson B. Robertson, Vice Chairman
District One

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

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

_____
Deputy Clerk

Adopted: May 5, 2016

PROCLAMATION

***WHEREAS**, founded in 1906, the Government Finance Officers Association (GFOA) represents public finance officials throughout the United Stated and Canada; and*

***WHEREAS**, the Association's nearly 18,000 members are federal, state/provincial, and local finance officials deeply involved in planning, financing, and implementing thousands of governmental operations in each of their jurisdictions; and*

***WHEREAS**, the mission of the GFOA is to enhance and promote the professional management of governmental financial resources by identifying, developing, and advancing fiscal strategies, policies, and practices for the public benefit; and*

***WHEREAS**, GFOA established the Distinguished Budget Presentation Awards Program in 1984 to encourage and assist state and local governments to prepare budget documents of the very highest quality that reflect both the guidelines established by the National Advisory Council on State and Local Budgeting and the GFOA's best practices on budgeting and then to recognize individual governments that succeed in achieving that goal; and*

***WHEREAS**, documents submitted to the Distinguished Budget Presentation Awards Program are reviewed by selected members of the GFOA professional staff and by outside reviewers with experience in public-sector budgeting; and*

***WHEREAS**, the Escambia County Management and Budget Services Office has won the Government Finance Officers Association Distinguished Budget Presentation Award for Budget Documents for 20 consecutive years.*

***NOW, THEREFORE BE, IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, hereby congratulates the staff of the Management and Budget Services Office for achieving the dedication and excellence required to win this Award for 20 consecutive years and commends them for the outstanding job they do every year preparing the Escambia County Budget.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____

Grover C. Robinson, IV, Chairman
District Four

Wilson B. Robertson, Vice Chairman
District One

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

_____

Deputy Clerk

Adopted: May 5, 2016

PROCLAMATION

***WHEREAS**, the Pensacola NAACP Youth Council was awarded an unprecedented eight National awards at the 2015 NAACP National Convention in Philadelphia, Pennsylvania, for their work within the Pensacola Community, to include the 2015 National Youth Council of the Year; and*

***WHEREAS**, four of said awards were NAACP National Youth Council "Gamechanger Awards" in the critical areas of Juvenile Justice, Voter Empowerment, Economic Empowerment and Health, for the Pensacola NAACP Youth Council's diligence and innovation within the community; and*

***WHEREAS**, recognized as the 2015 NAACP State Conference Youth Council of the Year, the Pensacola NAACP Youth Council #5750 consistently sought to "Make Waves for Justice," while promoting the positive self-esteem of its members with their #IMATTER slogan, an acronym for "Intelligent, Motivated, Amazing, Talented, Treasured, Educated, and Respected"; and*

***WHEREAS**, Grace Stanley, Pensacola NAACP Youth Council President (2014-2015) became the youngest recipient at the age of 12 to receive the highest NAACP Youth Leadership Award, the Region V 2015 Gloster P. Current Leadership Award; and Quincy Harrison and Christian Stanley received the esteemed National 2015 Medgar Evers Awards (Category III and Category I), respectively; and*

***WHEREAS**, the Youth Council "Honors History" by continually researching the contributions of African Americans and supporting numerous events, featuring Civil Rights Icons such as the Pensacola NAACP Youth Council of the 1960s who returned to Pensacola April 2015 for the Dedication of a Historic Marker honoring their success in desegregating downtown Pensacola; and*

***WHEREAS**, the Youth Council took nearly 150 Pensacola residents to Selma, Alabama, in 2015 to personally experience the 50th Anniversary of Jubilee/Bloody Sunday, allowing our youth and residents to honor and understand the sacrifices made in 1965 to enforce the Voting Rights Act of 1965; and*

***WHEREAS**, the Pensacola Youth Council #5750, led by Dr. Eurydice Stanley and Mrs. Twana McDaniel, continues to excel in academics, leadership, research, writing, speaking, music, entrepreneurship, dancing, singing, sports, and in developing their unique gifts, while simultaneously serving the greater Pensacola community.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, expresses its pride, congratulations, and appreciation to the members and advisors of the Pensacola NAACP Youth Council #5750 in recognition of their significant achievements and dedication to the community and recognizes the bright future of every member, encourages each of them to continually strive for excellence, and looks forward to continued reports of their success!*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Grover C. Robinson, IV, Chairman
District Four

Wilson B. Robertson, Vice Chairman
District One

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

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

Deputy Clerk

Adopted: May 5, 2016

PROCLAMATION

***WHEREAS**, Ramon L. Harvey was born in Pensacola. He graduated from Booker T. Washington High School and began working at Jones Pharmacy in 1951; and*

***WHEREAS**, Mr. Harvey graduated from Washington Senior College in 1955, studied at Morehouse College in Atlanta, Georgia, for one year and partnered with Mr. Jones and Mr. Crane at R.P. Cranes Beauty & Barber Supply, Inc.; and*

***WHEREAS**, Mr. Harvey married Ms. Josephine House in 1963. The two have been married for 53 years and have two children; and*

***WHEREAS**, in 1989, Mr. Harvey opened his own business, Harvey's Beauty & Barber Supply, Inc., which, within 10 years, flourished into stores in three locations; and*

***WHEREAS**, Mr. Harvey has been active in various community organizations throughout the years, such as the Private Industry Committee, George Stone Advisory Committee, Lakeview Finance Advisory Committee, and the ECUA Finance Advisory Committee. He has also held positions in organizations, including serving as an Advocate for the Juvenile Justice Department of Escambia County and as President of the Belmont Devillers Business Association; and*

***WHEREAS**, in addition to his outstanding community service, Mr. Harvey has many notable accomplishments, including being named the 1986 AED Business Man of the Year and being a member of the 1988 ZETA PHI BETA Sorority, Inc. He has received the Outstanding Community Service Award, the 1991 West Florida Chamber of Commerce Outstanding Achievement Award, the 2015 St. John Divine Baptist Church Black History Month Certificate of Recognition, and a "Thank You" letter from President Barack Obama and First Lady Michelle for his continuous support to President Obama's Administration; and*

***WHEREAS**, Mr. Harvey is a former member of Emmanuel Baptist Church and is currently a member of St. John Divine Missionary Baptist Church, where he serves as a Deacon and a Sunday School Teacher.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, proclaims April 25, 2016, to be Ramon Harvey Day in Escambia County and expresses appreciation for all of the contributions he has made to the citizens of Escambia County and beyond.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson, Vice Chairman
District One

Grover C. Robinson, IV, Chairman
District Four

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

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

Deputy Clerk

Dated: April 21, 2016

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

PROCLAMATION

***WHEREAS**, the Supreme Council 33°, Ancient and Accepted Scottish Rite of Freemasonry, Southern Jurisdiction, USA, adopted a new year-round Family Development Program; and*

***WHEREAS**, the Program focuses on the basic values of love, kindness, and respect for the benefit of youth and adult family members; and*

***WHEREAS**, there are over 15,000 Masons in the surrounding area, who promote the message of toleration, dignity, and progress; and*

***WHEREAS**, the Masons contribute their services to numerous charitable organizations throughout the year; and*

***WHEREAS**, the Scottish Rite Masons, Valley of Pensacola, are sponsoring a celebration of family values during the first week of May 2016.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, does hereby proclaim the week of May 1 through May 7, 2016, as*

"FAMILY VALUES WEEK"

in Escambia County, Florida, and honors and commends the Scottish Rite Masons, Valley of Pensacola, for their leadership, dedication, and service to the community.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Grover C. Robinson, IV, Chairman
District Four

Wilson B. Robertson, Vice Chairman
District One

Doug Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Dated: April 26, 2016

PROCLAMATION

***WHEREAS**, Law Day is an occasion of public acknowledgement of our Nation's and Florida's heritage of justice, liberty, and equality under the law; and*

***WHEREAS**, Law Day has been annually proclaimed by the President of the United States since Dwight D. Eisenhower proclaimed the first Law Day on May 1, 1958; and*

***WHEREAS**, the United States Congress in 1961 encoded the presidential practice into law, statutorily designating May 1 as Law Day; and*

***WHEREAS**, the year 2016 marks the 50th anniversary of a milestone in legal history, the United States Supreme Court's landmark 1966 decision in Miranda v. Arizona, concluding that statements made by a suspect in police custody are generally inadmissible if the suspect has not been made aware of his or her Fifth and Sixth Amendment rights; and*

***WHEREAS**, in response to this decision, law enforcement personnel throughout the country provide a Miranda Warning to suspects in custody apprising them of their right to remain silent, their right to an attorney, and their right to appointed counsel in cases where they cannot afford an attorney; and*

***WHEREAS**, the Miranda Warning has become one of the nation's most recognizable legal expressions and a symbol of procedural fairness that represents much more than just the words of the warning; and*

***WHEREAS**, the criminal justice system still faces many challenges and we must all rededicate ourselves to the great goal of ensuring that it provides fair and equal treatment for all; and*

***WHEREAS**, promoting public understanding of the roots of our freedom is an important component in the civic education of the citizens of the United States and of the State of Florida; and*

***WHEREAS**, the American Bar Association has identified the 2016 Law Day theme as "Miranda: More than Words"; and*

***WHEREAS**, Law Day, May 1, 2016, will be commemorated in Escambia County, Florida, with a Law Day Luncheon on April 28th, a Religious Ceremony on May 1st, and a Judicial Reception on May 5th.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, proclaims May 1, 2016, to be "Law Day" in Escambia County and expresses their appreciation for all of the contributions made to the citizens of Escambia County and beyond.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Grover C. Robinson, IV, Chairman
District Four

Wilson B. Robertson, Vice Chairman
District One

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

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

Deputy Clerk

Dated: April 26, 2016

PROCLAMATION

***WHEREAS**, on May 10, 1965, a petition to form Myrtle Grove Lodge was signed by 57 Master Masons; and*

***WHEREAS**, at a meeting on July 10, 1965, Myrtle Grove Lodge, Under Dispensation (U.D.) was instituted by the Grand Master of Masons of Florida; and*

***WHEREAS**, on April 28, 1966, Myrtle Grove Lodge received its Charter from Most Worshipful William H. Hollis, Grand Master of Masons of Florida; and*

***WHEREAS**, on September 5, 1970, the cornerstone was laid, and the Myrtle Grove Lodge Building was dedicated; and*

***WHEREAS**, on April 28, 1991, a celebration commemorating the 25-year anniversary of Myrtle Grove Lodge was held at the Lodge.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, extends its congratulations to Myrtle Grove Masonic Lodge for 50 years of service to the community and to the families of Myrtle Grove, Florida.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Grover C. Robinson, IV, Chairman
District Four

Wilson B. Robertson, Vice Chairman
District One

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

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

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Dated: April 26, 2016

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10213 **Proclamations 7.**
BCC Regular Meeting
Meeting Date: 05/05/2016
Issue: Adoption of Retirement Proclamations
From: Thomas Turner, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:
Retirement Proclamations.

Recommendation: That the Board adopt the following retirement Proclamations:

A. The Proclamation commending and congratulating Wanda D. Brown, Maintenance Worker, Public Works Department, on 35 years of dedicated service;

B. The Proclamation commending and congratulating Ronald K. Keck, Equipment Operator II, Public Works Department, on 29 years of service; and

C. The Proclamation commending and congratulating Geoffrey N. Whigham, Emergency Medical Technician, Public Safety Department, on 33 years of service.

BACKGROUND:
N/A

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

procs

PROCLAMATION

WHEREAS, *Wanda D. Brown has faithfully served the Public Works Department, Santa Rosa Island Division of Escambia County for 35 years, retiring as a Maintenance Worker; and*

WHEREAS, *Ms. Brown has been an invaluable employee since March of 1981 and worked in multiple sections of Pensacola Beach, to include clean-up, maintenance, event preparation and security; and*

WHEREAS, *Ms. Brown must be commended for her professional and personal dedication and service to the residents and tourists of Pensacola Beach; and*

WHEREAS, *Ms. Brown will be deeply missed by her friends and colleagues.*

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

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

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____

Grover C. Robinson, IV, Chairman, District Four

Wilson B. Robertson, Vice Chairman, District One

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

_____

Deputy Clerk

Adopted: May 5, 2016

PROCLAMATION

WHEREAS, *Ronald K. Keck has faithfully served the Public Works Department, Roads Division of Escambia County for over 29 years, retiring as an Equipment Operator II; and*

WHEREAS, *Mr. Keck has been an integral member of the Roads Division, District 5 crew as one of the main dump truck drivers during the start of the Open Graded Cold Mix projects; and*

WHEREAS, *Mr. Keck consistently provided excellent service to the citizens of Escambia County through all his assigned duties, including operating a boom ax in the northern half of the County to trim bushes and trees along the roadways and ensure the rights-of-way were free from obstructions and safe for public travel; and*

WHEREAS, *Mr. Keck must be commended for his professional and personal dedication and service to the Public Works Department.*

NOW, THEREFORE BE IT PROCLAIMED *that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Ronald K. Keck on his retirement.*

BE IT FURTHER PROCLAIMED *that the Board of County Commissioners of Escambia County expresses its appreciation to Ronald K. Keck for over 29 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____

Grover C. Robinson, IV, Chairman, District Four

Wilson B. Robertson, Vice Chairman, District One

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

_____

Deputy Clerk

Adopted: May 5, 2016

PROCLAMATION

WHEREAS, *Geoffrey Neil Whigham, began employment with the Escambia County Board of County Commissioners on July 6, 1982, as an Emergency Medical Technician; and*

WHEREAS, *Neil worked as a County employee very faithfully for 33 years, retiring as an Emergency Medical Specialist with the Public Safety Department, EMS Operations Division; and*

WHEREAS, *throughout his career, Neil was dedicated in assisting the medical needs of the citizens and visitors of Escambia County; and*

WHEREAS, *Neil's service has been exemplary and is worthy of special notice.*

NOW, THEREFORE BE IT PROCLAIMED *that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Geoffrey Neil Whigham on his retirement.*

BE IT FURTHER PROCLAIMED *that the Board of County Commissioners of Escambia County expresses its appreciation to Geoffrey Neil Whigham for 33 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____

Grover C. Robinson, IV, Chairman, District Four

Wilson B. Robertson, Vice Chairman, District One

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

_____

Deputy Clerk

Adopted: May 5, 2016

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10134 **Written Communication** **8. A.**
BCC Regular Meeting
Meeting Date: 05/05/2016
Issue: Written Communication - MSBU Lien - Joe Lauber
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
April 4, 2016, communication from Joe Lauber requesting that the Board waive additional fees and penalties due on the unpaid Municipal Services Benefit Unit (MSBU) Lien placed against the property that he owns located at 702 Panferio Drive, Pensacola Beach, Florida.

BACKGROUND:
N/A

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
Escambia County Ordinance 2012-10 adopted by the Board of County Commissioners on April 5, 2012, provides a process for applicants to request relief from penalties and interest on delinquent ad valorem special assessments against property located on Santa Rosa Island.

IMPLEMENTATION/COORDINATION:
N/A

Attachments
Email from Mr. Lauber

BCC Notice of Intention to File Foreclosure Suit
Notice of Lien Chris & Marianne Crowdis
Payoff Calculations from the Clerk of the Circuit Court

Judy H. Witterstaeter

From: Hiltz-Lauber Flooring [hiltzlauberflooring@gmail.com]
Sent: Monday, April 04, 2016 10:16 AM
To: Judy H. Witterstaeter
Subject: MSBU Lien
Attachments: MSBU Lien.pdf

Judy,
Attached, please find the MSBU lien from 2011 MSBU taxes. I am asking to have the additional fees and penalties waived, since I never received the bill. It was sent to the previous owners. Please put this in written communication at the next board meeting. The issue is over 702 Panferio Drive on Pensacola Beach, which was purchased in late 2010. Your help in this matter would be greatly appreciated. Please let me know that you received this email.

Many thanks,

HILTZ LAUBER

Joe Lauber
2838 18th Street South
Birmingham, AL 35209
205.879.3455

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
221 PALAFOX PLACE
PENSACOLA, FLORIDA 32502

Date: March 31, 2016

Via Registered Mail

NOTICE OF INTENTION TO FILE FORECLOSURE SUIT

To: Joseph E. Lauber, Trustee of the
Joseph E. Lauber Trust, AND
Alice C. Lauber as Trustee of the
Alice C. Lauber Trust
2836 19th Street
Birmingham, AL 35209

Joseph E. Lauber, Trustee of the
Joseph E. Lauber Trust, AND
Alice C. Lauber as Trustee of the
Alice C. Lauber Trust
702 Panfilo Drive
Pensacola Beach, FL 32561

Joseph E. Lauber, Trustee of the
Joseph E. Lauber Trust, AND
Alice C. Lauber as Trustee of the
Alice C. Lauber Trust
303 Poinciana Drive
Homewood, AL 35209

Joseph E. Lauber, Trustee of the
Joseph E. Lauber Trust, AND
Alice C. Lauber as Trustee of the
Alice C. Lauber Trust
315 Panfilo Drive
Pensacola Beach, FL 32561

Joseph E. Lauber, Trustee of the
Joseph E. Lauber Trust, AND
Alice C. Lauber as Trustee of the
Alice C. Lauber Trust
3 Portofino Drive, #808
Pensacola Beach, FL 32561

Re: Lot 7, Block 21, First Addition to Villa Segunda, Escambia County, Florida according to the Plat thereof recorded in Plat Book 4, at Page 17, of the public records of said County

TAKE NOTICE that on or before thirty (30) days from the date of this Notice, Escambia County shall file a bill in chancery to enforce payment of the following special assessments against the above-referenced land upon which the special assessments are delinquent.

$413.50 Fire Protection and Island MSBU Assessment Lien dated June 1, 2011, as recorded in Official Record Book 6726, at page 1365, of the public records of Escambia County, Florida, plus interest and costs.

This action is taken pursuant to the County's authority to establish, levy and collect

special assessments and to enforce payment of delinquent assessments under Chapters 125 and 173 of the Florida Statutes.

You may avoid the filing of the bill in chancery by paying the amounts listed above, together with accrued interest and costs. Total payoff amounts and other payment information may be obtained from the Clerk of Court, Official Records Department, 221 Palafox Place, Suite 110, Pensacola, FL 32502. Telephone (850) 595-3930.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
221 PALAFOX PLACE
PENSACOLA, FLORIDA 32502

Date: March 31, 2016

Via Registered Mail

NOTICE OF INTENTION TO FILE FORECLOSURE SUIT

To: Joseph E. Lauber, Trustee of the
Joseph E. Lauber Trust, AND
Alice C. Lauber as Trustee of the
Alice C. Lauber Trust
2838 18th Street
Birmingham, AL 35209

Joseph E. Lauber, Trustee of the
Joseph E. Lauber Trust, AND
Alice C. Lauber as Trustee of the
Alice C. Lauber Trust
702 Panfiero Drive
Pensacola Beach, FL 32561

Joseph E. Lauber, Trustee of the
Joseph E. Lauber Trust, AND
Alice C. Lauber as Trustee of the
Alice C. Lauber Trust
303 Poinciana Drive
Homewood, AL 35209

Joseph E. Lauber, Trustee of the
Joseph E. Lauber Trust, AND
Alice C. Lauber as Trustee of the
Alice C. Lauber Trust
315 Panferio Drive
Pensacola Beach, FL 32561

Joseph E. Lauber, Trustee of the
Joseph E. Lauber Trust, AND
Alice C. Lauber as Trustee of the
Alice C. Lauber Trust
3 Portofino Drive, #806
Pensacola Beach, FL 32561

Re: Lot 7, Block 21, First Addition to Villa Segunda, Escambia County, Florida, according to the Plat thereof recorded in Plat Book 4, at Page 17, of the public records of said County

TAKE NOTICE that on or before thirty (30) days from the date of this Notice, Escambia County shall file a bill in chancery to enforce payment of the following special assessments against the above-referenced land upon which the special assessments are delinquent.

$413.50 Fire Protection and Island MSBU Assessment Lien dated June 1, 2011, as recorded in Official Record Book 6726, at page 1365, of the public records of Escambia County, Florida, plus interest and costs.

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special assessments and to enforce payment of delinquent assessments under Chapters 125 and 173 of the Florida Statutes.

You may avoid the filing of the bill in chancery by paying the amounts listed above, together with accrued interest and costs. Total payoff amounts and other payment information may be obtained from the Clerk of Court, Official Records Department, 221 Palafox Place, Suite 110, Pensacola, FL 32502. Telephone (850) 595-3930.

Recorded in Public Records 06/01/2011 at 05:20 PM OR Book 6726 Page 1365, Instrument #2011036913, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $10.00

NOTICE OF LIEN
SANTA ROSA ISLAND MSBU

STATE OF FLORIDA
COUNTY OF ESCAMBIA

ACCOUNT NO. 99-0001-132
PRRF NO. 282S26-2150-007-021

RE: CROWDIS CHRIS & MARIANNE
P O BOX 893
GULF BREEZE FL 32562

THIS NOTICE OF LIEN is hereby filed pursuant to Section 46.212 of the Escambia County, Florida Code of Ordinances for delinquent annual assessments (fire protection and island assessments) for fiscal year 2010-2011 plus interest at 18 percent (18%) per year, calculated monthly, against a leasehold, more particularly described as:

LT 7 BLK 21 1ST ADDN VILLA SEGUNDA PB 4 P 17
OR 1638 P 276 SHEET 10 4002 P 574

vested in lessee pursuant to that certain document vesting title to the leasehold in the lessee filed in the public records of Escambia County. This claim of lien was included in the list of outstanding and uncollected annual assessments delivered to the Board of County Commissioners and shall remain and constitute a lien against the leasehold identified until satisfied by payment to the Clerk of the Circuit Court of the lien, as follows: Fire Protection $212.12, and Island MSBU $201.38 for the total amount of $413.50 plus interest at the rate of 18 percent (18%) per year, calculated monthly (one and one-half percent per month) on the total amount ($413.50) assessed per annum, accrued from the delinquent date of April 1, 2011, until said assessment and penalties are paid. Evidence of discharge and satisfaction of this lien shall be recorded in the public records of Escambia County, Florida, by the Clerk of the Circuit Court.

This lien shall not be assigned to any person. Until fully satisfied by payment, discharged or barred by law, this lien shall remain equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments and superior in rank and dignity to all other subsequently filed liens, encumbrances, titles and claims in, to, or against the leasehold. This lien may be enforced at any time by the Board of County Commissioners subsequent to the date of recording of this Notice of Lien for the amount due under the recorded lien, including all penalties, plus costs and a reasonable attorney's fee by proceedings in a court of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or under the provisions of Chapter 173, Florida Statutes or the collection and enforcement of payment thereof may be accomplished by any other method authorized by law.

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FL.
By: _____
Deputy Clerk

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before the undersigned deputy clerk, personally appeared Brenda Robinson, personally known to me and known to me to be the individual described by said name who executed the foregoing as Deputy Clerk to Ernie Lee Magaha, Clerk of the Circuit Court and Comptroller, and acknowledged before me that she executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 1st day of June, A.D., 2011.

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
By: Heather S. Mahoney
Deputy Clerk

ESCAMBIA COUNTY, FLORIDA
SRI PAYOFF CALCULATIONS

Account: 99-0001-132 Instrument: 2011036913

Year Of Lien: 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011

OFFICIAL RECORDS
P.O. Box 333
Pensacola, FL 32591-0333
Check payable to Pam Childers,
Clerk Of The Circuit Court

Escambia County Governmental Complex
221 Palafox Place, Suite 110
Pensacola, FL 32501-5844
850-595-3930
FAX 850-595-4827

Official Records Book: 6726 Page: 1365 View Image

Foreclosure ☑ Number Of Notices Sent 5 Number Of Title Searches 1 Title Search Fee: 200.00, 125.00, 100.00, 90.00

Original Principal $413.50 Date Of Payoff 04/30/2016 Postage Fee: 15.13, 15.14, 16.26

Submit Reset Clear

Year	Original Principal	Months Accrued from 04/01/2011	Interest Due	Preparing Fee For Lien	Recording Fee For Lien	Recording Fee For Cancellation	Preparing Fee For Cancellation	Title Search Fee	Postage Fee	Preparation Fee for Payoff Quote	Total Due
2011	$413.5	60	$372.15	$7.00	$10.00	$10.00	$7.00	$75.00	$77.45	$7.00	$979.10

702 Panferio Drive

Joseph E. Lauber (Lien in name of Chris Crowder)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10212 **Written Communication** **8. B.**
BCC Regular Meeting
Meeting Date: 05/05/2016
Issue: Written Communication - SHIP Mortgage - Faith Woods
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

April 20, 2016, communication from Faith Woods, Paralegal, Quintairos, Prieto, Wood & Boyer, P.A. requesting a release of the State Housing Initiatives Partnership (SHIP) Program Mortgage for property located at 3037 Flintlock Drive.

BACKGROUND:

On May 17, 2001 Tami Marquis entered into a $15,000 mortgage (Exhibit II) with the SHIP Program, which provides down payment and closing cost assistance to income eligible first time homebuyers in Escambia County. The mortgage was recorded as a second mortgage against the property at 3037 Flintlock Drive. The mortgage term is a 0% interest loan, which would be forgiven if the owner stays in the home for the term of the first mortgage. Alternately, if the SHIP mortgage is not in default and conveyed after one year, then 40% of the balance would be forgiven, with 60% to be repaid to the SHIP Program.

On February 25, 2015, a LIS pendens was filed against the property. Escambia County did not receive service. Default of the first mortgage constitutes a default of the SHIP second mortgage.

On June 25, 2015, a final judgment of foreclosure was entered and on November 18, 2015, a certificate of title was issued in favor of Federal Home Loan Mortgage Corporation. The County did not receive any notices regarding the foreclosure action.

On April 20, 2016, Faith Woods submitted an email communiction (Exhibit I) requesting that the County release the entire SHIP Mortgage.

BUDGETARY IMPACT:

Due to the owner's default on the first mortgage, the full $15,000 is due to the SHIP Program. If the Board does not release the Mortgage, the bank will have to re-foreclose on the property to include the County.

LEGAL CONSIDERATIONS/SIGN-OFF:

Not applicable.

PERSONNEL:

Not applicable.

POLICY/REQUIREMENT FOR BOARD ACTION:

Not applicable.

IMPLEMENTATION/COORDINATION:

If approved by the Board, the Neighborhood Enterprise Division (NED) will prepare a release of mortgage.

Attachments

Ex I-Written Communication

Ex II-SHIP mortgage 3037 Flintlock

EXHIBIT I

From: Faith H. Woods
To: Meredith Reeves
Subject: Outstanding Mortgage Held by COUNTY
Date: Wednesday, April 20, 2016 10:58:01 AM

Meredith

It is my request that the Board consider releasing the mortgage held by the Neighborhood Enterprise Foundation (Tami N. Marquis) for property located at 3037 Flintlock here in Pensacola. The property was foreclosed on by Chase Mortgage back in 2015. However, they missed sending notice out to the County. The property has been sold and the Mortgage for the County was found outstanding during our title search.

In an effort to move forward with the closing we have scheduled for the 26th, we were in hopes the county would release the mortgage to save time in lieu of us having to wait for the re foreclosure naming the omitted mortgage.

Thank you so much for your time and consideration in this matter

Be Blessed!

Faith
Faith H. Woods
Real Estate Paralegal
Quintairos, Prieto, Wood & Boyer, P.A.
114 E. Gregory Street, 2nd Floor
Pensacola, FL 32502
Email: fwoods@qpwblaw.com
Phone: (850) 434-6490 ext 112
Fax: (850) 434-6491
Cell (850) 501-3624
Please note: All funds over $2,000.00 needed for closing will be required to be wired. Sorry for any inconvenience this may cause.

Miami** · **Fort Lauderdale** · **West Palm Beach** · **Orlando** · **Tampa** · **Fort Myers** · **Jacksonville** · **Tallahassee** · **Pensacola** · **Panama City** · **Louisville** · **Lexington** · **Panama City** · **Chicago** · **Phoenix** · **U.S. Virgin Islands** · **Orange County, Ca** · **Las Vegas** · **San Juan PR** · **Los Angeles

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1

THIS INSTRUMENT PREPARED BY:
NEIGHBORHOOD ENTERPRISE FOUNDATION, INC.
POST OFFICE BOX 18178
PENSACOLA, FLORIDA 32523-8178

OR BK 4710 PG1384
Escambia County, Florida
INSTRUMENT 2001-845055

EXHIBIT I

33.00
52.50
30.00

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE (hereinafter referred to as to "Mortgage"), is made and entered into this **17th day of May 2001**, between the Mortgagor, **Tami N. Marquis, a Single Woman,** (herein "Borrower"), and the Mortgagee, ESCAMBIA COUNTY, a political subdivision of the State of Florida, whose address is 223 Palafox Street, Pensacola, Florida 32597, (hereafter "Lender").

W I T N E S S E T H :

1.01 PREMISES. For and in consideration of an Indebtedness from Borrower to Lender in the principal sum of **Fifteen Thousand Dollars and 00/100 ($15,000.00)**, which Indebtedness is evidenced by the Grant and Loan Agreement for Participation in the Escambia County Affordable Housing Initiative ("Loan Agreement") and Borrower's Note of even date herewith (herein "Note"). In order to secure the Indebtedness and other obligations of Borrower hereinafter set forth, Borrower does hereby grant, bargain, sell, convey, assign, transfer, pledge and set over unto Lender and the successors, successors in title, and assigns of County all of the following land and interest in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances, and appurtenances (herein referred to individually and collectively as the "Premises").

A. LAND. All those certain tracts, pieces or parcels of land (herein "Property") located in the County of Escambia, State of Florida, described as follows:

Lot 46, Block F, Springfield Unit Three, being a portion of Section 26, Township 1 South, Range 31 West, Escambia County, Florida, according to Plat recorded in Plat Book 16, page 55 of the public records of said County.

MTG DOC STAMPS PD @ ESC CO $ 52.50
05/23/01 ERNIE LEE MAGAHA, CLERK
By:

INTANGIBLE TAX PD @ ESC CO $ 30.00
05/23/01 ERNIE LEE MAGAHA, CLERK
By:

B. APPURTENANCES. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys and passages, sewer rights, water rights and powers, minerals, flowers, shrubs, trees and other elements now or hereafter located on the land or under or above the same or any part of parcel thereof and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions and remainders, whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Homebuyer (hereinafter sometimes referred to as "Appurtenances").

1.02 WARRANTIES OF TITLE. Borrower covenants that Borrower is lawfully seized and possessed of the Premises as aforesaid, and has a good right to convey the same, that the same are unencumbered, and that the Borrower does warrant and will forever defend the title thereto against the claims of all persons whomsoever.

Lender acknowledges that the property is subject to a first mortgage in favor of **First South Bank, 1013 Airport Boulevard, Pensacola, Florida, 32504-8605,** in the amount **$63,920.00** and that this mortgage is subordinate and inferior to said mortgage (such mortgage shall be hereinafter referred to as the "first mortgage").

1.03 INDEBTEDNESS. This mortgage is given to secure the performance of all obligations set forth herein and the following described Indebtedness:

A. The debt evidenced by the Loan Agreement and Promissory Note referred to in Paragraph 1.01, together with any and all renewals, modifications, consolidations and extension of the Indebtedness evidenced by the Note;

B. Any and all additional advances made by County to protect or preserve the Premises or the security interest created hereby on the Premises, or for taxes, assessments or insurance premiums as hereinafter provided or for performance of any of Borrower's obligations hereunder provided or for performance of any of Borrower's obligations hereunder or for any other purpose provided herein (whether or not Borrower remains the owner of the Premises at the time of such advances); and

Provided, always, and it is the true intent and meaning of the parties to these presents, that when Borrower, his successors or assigns, shall pay or cause to be paid to Lender, his successors or assigns, the Indebtedness according to the conditions and agreements of the Note and of this Mortgage, and shall perform all of the obligations according to the true intent and meaning of the Note and this Mortgage and the conditions thereunder and hereunder, then this Mortgage shall cease, determine and be null and void; otherwise this Mortgage shall remain in full force and effect.

COVENANTS AND AGREEMENTS

2.01 PAYMENT OF INDEBTEDNESS. Homebuyer shall pay the Note(s) according to the tenure thereof and the remainder of the Indebtedness promptly as the same shall become due and payable in accordance with the terms of the Note.

2.02 TAXES, LIENS AND OTHER CHARGES.

A. Borrower shall pay, on or before the due date thereof, all taxes, assessments, levies, license fees, permit fees and other charges (in each case whether g+neral or special, ordinary or extraordinary, foreseen or unforeseen) of every character whatsoever (including all penalties and interest thereon) now or hereafter levied, assessed, confirmed or imposed on, or in respect of, or which may be a lien upon, the Premises or any part thereof, or any estate, right or interest therein, or upon the rents, issues, income or profits thereof, and shall submit to Lender such evidence of the due and punctual payment of all taxes, assessments and other fees and charges as Lender may require.

B. Borrower shall pay, on or before the due date thereof, all taxes, assessments, charges, expenses, costs and fees against, or incurred in connection with, the Note(s), the other Indebtedness, this Mortgage or any other instrument now or hereafter evidencing, securing or otherwise relating to the Indebtedness, and shall submit to Lender such evidence of the due and punctual payment of all such taxes, assessments, charges, expenses, costs and fees as Lender may require.

C. In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulations, the law now in force governing the taxation of mortgages to secure debt or security agreements or debts secured thereby or the manner of collecting such taxes so as to adversely affect Borrower, Lender will pay any such tax on or before the due date thereof.

D. Borrower will not permit or suffer any construction, mechanic's, materialmens, laborers or statutory or other liens to be filed of record or to remain outstanding against the Premises or any portion thereof.

2.03 PRESERVATION AND MAINTENANCE OF PROPERTY.

A. Borrower will keep the buildings, improvements, facilities, furnishings, landscaping, the Premises and other improvements of any kind now or hereafter erected on the Land or any part thereof in good repair and shall not commit waste or permit impairment or deterioration of the property. Borrower will do nothing which would or could increase the risk of fire or other hazard to the Premises or any part thereof or which would or could result in the cancellation of any insurance policy carried with respect to the Premises.

B. Borrower will not allow the removal, demolition or alteration of the structural character of any improvement located on the land, and once the improvements are completed, without the written consent of Lender. Borrower shall not remove or permit to be removed from the Land any item or items referred to in Paragraph 1.01(B) of this Mortgage which are or may hereafter be in any way attached or affixed to the Land or any improvements thereof.

C. If the Premises or any part thereof is damaged by fire or other cause, Borrower will give immediate written notice thereof to Lender.

D. Lender or its representative is hereby authorized to enter upon and inspect the Premises an any time during normal business hours.

E. Borrower will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Premises or any part thereof.

F. Violation of any of the foregoing provisions shall constitute a default.

2.04 LIMIT OF VALIDITY. If from any circumstances whatsoever, fulfillment of any provision of this Mortgage or the Note(s) which it secures, at the time performance of such provision shall be due, shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Mortgage or under the Note that is in excess of the current limit of such validity, but such obligation shall be fulfilled to the limit of such validity. The provisions of this paragraph shall control every other provision of this Mortgage and of the Note.

2.05 CONVEYANCE OR ENCUMBRANCE OF PREMISES WITHIN ONE YEAR OF THE DATE HEREOF. Borrower hereby acknowledges to Lender that any encumbrance which encumbrance is in addition to those set forth in this Mortgage, of the Premises or any portion thereof would materially impair or jeopardize the security granted to Lender by this Mortgage. Borrower therefore covenants and agrees with Lender, as part of the consideration for the extending to Borrower of the Indebtedness evidenced by the Note, that Homebuyer shall not directly or indirectly encumber (including, but not by way of limitation, increasing of the outstanding principal amount of any existing encumbrance) pledge, convey, transfer or assign any or all of the Borrower's interest in the Premises within one year following the date of this Mortgage, or after one year following the date of this Mortgage if Borrower is in default of this Mortgage at the time of the said conveyance. A violation of the terms of this provision shall be a default hereunder and, in that event, all of the sums secured by this Mortgage shall be immediately due and payable. If Borrower fails to pay such sums when due, Lender may without further notice or demand on Borrower, invoke any remedies permitted by this instrument.

2.06 OCCUPATION OF PREMISES. Borrower shall occupy and use the premises as Borrower's principal place of residency during the term of this mortgage. A violation of the terms of this provision shall be a default hereunder and, in that event, all of the sums secured by this Mortgage shall be immediately due and payable. If Borrower fails to pay such sums when due, Lender may without further notice or demand on Borrower, invoke any remedies permitted by this instrument.

2.07 CONVEYANCE AFTER ONE YEAR FROM DATE HEREOF. Upon Borrower's conveyance, transfer or assignment of any or all of Borrower's interest in the property after one year from the date hereof and provided Borrower is not in default as defined in Paragraph 3.01, hereinbelow, then the sum equal to sixty (60%) percent of the total sum set forth in the note which is secured by this Mortgage shall be immediately due and payable to the **SHIP Affordable Housing Trust Fund**. Lender may without further notice of demand on Borrower, invoke any remedies permitted by this instrument. If the Borrower's conveyance, transfer or assignment of any or all of the Borrower's interest in the property occurs after the original period of the First Mortgage (ie, thirty years), then the sum equal to sixty (60%) percent of the total sum set forth in the note shall be reduced to zero.

DEFAULT AND REMEDIES

3.01 DEFAULT. The terms "Default" or "Defaults", wherever used in this Mortgage, shall mean any one or more of the following events:

A. Failure by Borrower to pay as and when due and payable any portion of the Indebtedness as evidenced by the first mortgage; or

B. Failure by Borrower duly to observe or perform any other term, covenant, condition or agreement of the first Mortgage; or

C. Failure by Borrower to pay as and when due and payable any portion of the Indebtedness; or

D. Failure by Borrower duly to observe or perform any other term, covenant, condition or agreement of this Mortgage; or

E. Failure by Borrower duly to observe or perform any term, covenant, condition, or agreement in any other agreement now or hereafter evidencing, securing or otherwise relating to the Notes(s) or this Mortgage or the Indebtedness including the Loan Agreement; or

F. Any representation or warranty of Borrower relating to the Note(s), the Loan Agreement, Borrower's program application for participation in Escambia County's Affordable Housing Initiative Program, this Mortgage or the Indebtedness proves to be untrue or misleading in any material respect; or

G. The filing by Borrower (or any maker, endorser or guarantor of the Note(s) of a voluntary petition in bankruptcy or the filing by Borrower (or such maker, endorser or guarantor) or any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other laws or regulation relating to bankruptcy, insolvency or other relief for debtors, or Borrower (or any such makers, endorsers or guarantors) seeking or consenting to or acquiescing in the appointment of any trustee, receiver or liquidator of Borrower (such maker, endorser or guarantor) or all or any substantial part of the Premises or of any other property or assets of Borrower (such maker, endorser or guarantor) or of any or all of the income, rents,
issues, profits or revenues thereof, or the making by Borrower (or any such maker, endorser or guarantor) of any general assignment for the benefit of creditors, or the admission in writing by Borrower (or for any
such maker, endorser or guarantor) of its inability to pay its debts generally as they become due or the commission by Borrower (or any such maker, endorser or guarantor) of an act of bankruptcy; or

H. The filing of a petition against Borrower (or any maker, endorser or guarantor) of the Note(s), seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the appointment of any trustee, receiver or liquidator of Borrower (or any such maker, endorser or guarantor) or of all or any substantial part of the Premises or of any or all of the incomes, rents, issues, profits or revenues thereof unless such petition shall be dismissed within thirty (30) days after such filing, but in any event prior to the entry of an order, judgment or decree approving such petition; or

I. The Premises are subjected to actual or threatened waste, or any part thereof is removed, demolished or altered without the prior written consent of Lender.

3.02 ACCELERATION OF MATURITY. If a default shall have occurred, then the entire Indebtedness shall accelerate, at the option of Lender, immediately become due and payable in full without notice or demand, time being of the essence of the Note(s) and of this Mortgage; and no omission on the part of Lender to exercise such option when entitled to do so shall be construed as a waiver of such right.

3.03 RIGHT TO ENTER AND TAKE POSSESSION. If a Default shall have occurred, Borrower, upon demand of Lender, shall forthwith surrender to Lender the actual possession of the Premises and if, and to the extent, permitted by law, Lender itself, or by such officers or agents as it may appoint, may enter and take possession of all of the Premises without the appointment of a receiver, or an application therefore, and may exclude Borrower.

3.04 RECEIVER. If a Default shall have occurred, Lender, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right, without notice and without regard to the adequacy or value of any security for the Indebtedness of the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Premises and to collect and apply the incomes, rents, issues, profits and revenues thereof. The receiver shall have all of the rights and powers permitted under the laws of the State of Florida. Borrower will pay to Lender upon demand all expenses, including reasonable receiver's fees, reasonable attorney's fees, costs and agent's compensation, incurred pursuant to the provisions of this Article III and any such amounts paid by Lender shall be added to the Indebtedness and shall be secured by this Mortgage.

3.05 ENFORCEMENT.

A. If a Default shall have occurred, Lender, at its option, may institute legal proceedings for the foreclosure of any or all of its rights under this Mortgage.

B. Lender shall have the right from time to time to enforce any legal or equitable remedy against Borrower, including without limitation suing for any sums, whether interest, principal or any installment of either or both, taxes, penalties or any other sums required to be paid under the terms of this Mortgage, as the same become due, without regard to whether or not all of the Indebtedness shall then be due, and without prejudice to the right of Lender thereafter to enforce any other remedy, including without limitation an action of foreclosure, whether or not such other remedy be based upon a Default which existed at the time of commencement of an earlier or pending action, and whether or not such remedy be based upon the same Default upon which an earlier or pending action is based.

3.06 WAIVER OF EXEMPTIONS. Borrower warrants that no portion of the Premises constitutes the "homestead" of any person whomsoever as defined by the laws and constitution of the State of Florida and hereby waives and renounces all exemption rights in and to the Premises as against the collection of the Indebtedness or any part thereof.

3.07 REMEDIES CUMULATIVE. No right, power or remedy conferred upon or reserved to Lender by this Mortgage is intended to be exclusive or any other right, power or remedy, but each and every right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law, in equity or by statute.

3.08 WAIVER. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's rights to accelerate the maturity of the Indebtedness secured by this Mortgage.

3.09 SUITS TO PROTECT THE PREMISES. Lender shall have the power to institute and maintain such suits and proceedings as it may deem expedient (i) to prevent any impairment of the Premises by any acts which may be unlawful or constitute a Default under this Mortgage, (ii) to preserve or protect its interest in the Premises and in the income, rents, issues, profits and revenues arising therefrom and (iii) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of Lender. In any such action Lender shall be entitled to receive from Borrower all costs and reasonable attorney's fees.

MISCELLANEOUS

4.01 SUCCESSORS AND ASSIGNS. This Mortgage shall inure to the benefit of and be binding upon Borrower and Lender and their respective heirs, executors, legal representatives, successors, successors-in-title and assigns. Whenever a reference in this Mortgage is made to "Borrower" or "Lender" such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors, successors-in-title and assigns of Borrower and Lender, as the case may be. The foregoing shall not authorize the encumbrance, pledge, conveyance, transfer or assignment of all or any portion of Borrower's interest in the Premises without the prior written consent of Lender.

4.02 SEVERABILITY. If any provision of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

4.03 APPLICABLE LAW. This instrument shall be governed by and construed in accordance with the laws of the State of Florida.

4.04 TIME OF THE ESSENCE. Time is of the essence with respect to each and every covenant, agreement and obligation of Borrower under this Mortgage, the Note(s) and any and all other instruments now or hereafter evidencing, securing or otherwise relating to the Indebtedness.

4.05 ATTORNEY'S FEES. The enforcement of the Note(s), this Mortgage or any other obligation evidencing, securing or otherwise relating to the Indebtedness, Lender shall be entitled to recover from Borrower all costs and reasonable attorney's fees. The meaning of the term "legal fees" or "attorney's fees" or other references to the fees of attorneys or counsel, wherever used in this Mortgage, shall be deemed to include, without limitation, all reasonable legal fees relating to litigation or appeals at any and all levels of courts and administrative tribunals.

IN WITNESS WHEREOF, Homebuyer has executed this Mortgage as of the date first above written.

Signed, sealed and delivered in the presence of:

Linda A Hoffman
Print Name Linda A. Hoffman

Janice M. Lindley
Print Name JANICE M. LINDLEY

Print Name

Print Name

BORROWER:

Tami N. Marquis
Tami N. Marquis

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this **17th** day of **May 2001** by **Tami N. Marquis** who is personally known to me or who has produced drivers license as identification and who did not take an oath.

OFFICIAL NOTARY SEAL
JANICE M LINDLEY
COMMISSION NUMBER
CC803576
MY COMMISSION EXPIRES
FEB. 13,2003
NOTARY PUBLIC STATE OF FLORIDA

Janice M. Lindley
NOTARY PUBLIC
Print Name
Commission No.:
My Commission Expires:

RCD May 23, 2001 10:33 am
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2001-845055

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10219 **Written Communication** **8. C.**
BCC Regular Meeting
Meeting Date: 05/05/2016
Issue: Written Communication - MSBU Lien - Betty Dillon
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
April 22, 2016, communication from Betty Dillon requesting that the Board waive the interest and penalties due on the unpaid 2011 and 2012 Municipal Services Benefit Unit (MSBU) Liens placed against the property that she owns located at Lot 31; Block B; Villa Sabine; Pensacola Beach, Florida.

BACKGROUND:
N/A

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
Escambia County Ordinance 2012-10 adopted by the Board of County Commissioners on April 5, 2012, provides a process for applicants to request relief from penalties and interest on delinquent ad valorem special assessments against property located on Santa Rosa Island.

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Email from Betty Dillon

Payoff Calculations from the Clerk of the Circuit Court

Judy H. Witterstaeter

From: Dillon, Mary E. [Mary.Dillon2@va.gov]
Sent: Friday, April 22, 2016 12:25 PM
To: Judy H. Witterstaeter
Subject: Request to waive interest and penalities

Ms. Witterstaeter:

On April 16 I received a NOTICE OF INTENTION TO FILE FORECLOSURE SUIT dated April 7, 2016. The notice of foreclosure is for MSBU Assessment Liens dated June 1, 2011, and June 1, 2012 re: Lot 31, Block B, Villa Sabine on Santa Rosa Island (Pensacola Beach) according to Plat Book 5 page 63. I had been on active duty in the Army at Fort Carson, CO, since 2008 and remained in my Army position as a civilian until I could find a position in Pensacola. In May 2013 I was hired to work at the VA in Pensacola, so I moved home. I did not receive the assessments for 2011 and 2012, but the post office had my forwarding address and was to send all personal mail to me, but I received almost no mail while I was there. Request you waive the interest and penalties for the 2011 and 2012 assessments because the $827.00 total assessments are now $1929.60 and I am unable to pay that amount, but I will be able to pay the $827.00 immediately if you remove the extra fees.

Thank you for your consideration of my request.

Sincerely,
Betty Dillon
210 Sabine Dr.
Pensacola Beach, FL 32561.

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA
SRI PAYOFF CALCULATIONS
Account: 99-0000-800 Instrument: 2011036885

Year Of Lien: 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, [redacted], 2012, 2013, 2014

OFFICIAL RECORDS
P.O. Box 333
Pensacola, FL 32591-0333
Check payable to Pam Childers,
Clerk Of The Circuit Court

Escambia County Governmental Complex
221 Palafox Place, Suite 110
Pensacola, FL 32501-5844
850-595-3930
FAX 850-595-4827

Official Records Book: 6726 Page: 1337 View Image

Foreclosure ☑ Number Of Notices Sent 17 Number Of Title Searches 1 Title Search Fee: 200.00, 125.00, 100.00, 90.00, [redacted]

Original Principal $413.50 Date Of Payoff 05/31/2016 Postage Fee: 15.13, 15.14, [redacted], 16.26

Submit Reset Clear

Year	Original Principal	Months Accrued from 04/01/2011	Interest Due	Preparing Fee For Lien	Recording Fee For Lien	Recording Fee For Cancellation	Preparing Fee For Cancellation	Title Search Fee	Postage Fee	Preparation Fee for Payoff Quote	Total Due
2011	$413.50	61	$378.35	$7.00	$10.00	$10.00	$7.00	$75.00	$263.33	$7.00	$1,171.18

2011 SRI MSBU

Betty Barfield Dillon

210 Sabine Drive

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA
SRI PAYOFF CALCULATIONS

Account: 99-0000-800 Instrument: 2012043209

Year Of Lien: 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014

OFFICIAL RECORDS
P.O. Box 333
Pensacola, FL 32591-0333
Check payable to Pam Childers,
Clerk Of The Circuit Court

Escambia County Governmental Complex
221 Palafox Place, Suite 110
Pensacola, FL 32501-5844
850-595-3930
FAX 850-595-4827

Official Records Book: 6865 Page: 637 View Image

Foreclosure ☐

Original Principal $413.50 Date Of Payoff 05/31/2016

Submit Reset Clear

Year	Original Principal	Months Accrued from 04/01/2012	Interest Due	Preparing Fee For Lien	Recording Fee For Lien	Recording Fee For Cancellation	Preparing Fee For Cancellation	Preparation Fee for Payoff Quote	Total Due
2012	$413.50	49	$303.92	$7.00	$10.00	$10.00	$7.00	$7.00	$758.42

2012 5121 MSBU
Betty Barfield Dillon
210 Sabine Drive

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10165 **Public Hearings 10.**

BCC Regular Meeting

Meeting Date: 05/05/2016

Issue: 5:31 p.m. Public Hearing - Vacate an Alleyway in Block 58 of Englewood Heights

From: Joy D. Blackmon, P.E., Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of the Petition to Vacate an Alleyway in Block 58 of Englewood Heights Subdivision.

Recommendation: That the Board take the following action concerning the Petition to Vacate an Alleyway in Block 58 of Englewood Heights Subdivision (20 feet x 300 feet), as petitioned by Ronald D. Ramsey:

A. Approve or deny the Petition to Vacate an Alleyway in Block 58 of Englewood Heights Subdivision (20 feet x 300 feet), as petitioned by Ronald D. Ramsey;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

BACKGROUND:

The petitioner, Mr. Ramsey, owns 150 feet on the south side and 180 feet on the north side of the 20' wide alleyway in Block 58 of Englewood Heights, as recorded in Plat Deed Book 59, Page 107 of the Official Records of Escambia County, Florida. Block 58 is bordered by West Hayes Street to the north, West Baars Street to the south, North "F" Street to the west, and North "E" Street to the east. Mr. Ramsey is requesting that the Board vacate any interest the County has in the 20' wide alleyway (20 feet x 300 feet) located in Block 58. Staff has made no representations to the petitioner or the petitioner's agent, Mr. Gary Byrd, that Board approval of this request confirms the vesting or return of title to the land to the petitioner or to any other interested party.

There are no encroachment issues involved with this vacation request. Staff has reviewed the request and has no objection to the vacation. All utility companies concerned have been contacted and have no objections to the requested vacation. No one will be denied access to his or her property as a result of this vacation.

BUDGETARY IMPACT:

Indirect staff cost associated with the preparation of recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon Board approval of the Vacation, the necessary documents will be signed and it will be the responsibility of the Petitioner or Petitioner's agent to have the documents recorded in the public record and to advertise the required public notifications.

Attachments

Petition
Hold Harmless
Resolution
Plat Deed Book 59 Page 107
Aerial Map
Approved Request to Schedule
Notice of Adoption

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

Petitioner(s), hereby file this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as an alleyway in Escambia County, Florida, a copy of map thereto being attached hereto as Exhibit "A", and further states as follows:

1. That the Petitioner, Ronald D. Ramsey presently owns an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

THE PLATTED 20 FOOT WIDE ALLEYWAY LYING IN BLOCK 58 OF ENGLEWOOD HEIGHTS AS RECORDED IN PLAT DEED BOOK 59 AT PAGE 107, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

2. That the Petitioner, Ronald D. Ramsey desire(s) that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section 18, Township 2 South, Range 30 West and recorded in Plat Deed Book 59 at Page 107 of the public records of Escambia County, Florida.

3. That the portion of public road rights-of-way, alleyway, or other lands sought to be vacated, abandoned, and closed herein, is no longer needed to fulfill a public purpose.

THEREFORE, Petitioner(s) request that the above described public road rights-of-way, alleyway, or other land be vacated, abandoned, and closed and that the Board of County Commissioners of Escambia County, Florida, surrender, renounce and disclaim any right of the County and the public in and to said public road rights-of-way, alleyway, or other land.

Petitioner acknowledges that:

Approval by the Board of County Commissioners of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public

in any land does not operate to confirm the vesting or return of title to the land in the petitioner or any other interested party. Any interested party who wishes to verify the title to land or the effect of the approval of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land should seek legal counsel.

Ronald D. Ramsey
Petitioner(s) Name

P.O. Box 1182
Street Address

Gulf Breeze, Florida 32562
City State

850-982-0458
Phone Number

Gary F. Byrd , PSM #4400
Agent's Name

850-554-6734
Agent's Phone Number

January 11, 2016
Date:

NORTH
HAYES ST.
BAARS ST.
FISHER ST.
CROSS ST.
HANSON SQ.
55 R/W
"F" STR.
"E" STR.
CHURCH
ALLEYWAY TO BE VACATED

HOLD/HARMLESS AGREEMENT

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

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

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

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

THE PLATTED 20 FOOT WIDE ALLEYWAY LYING IN BLOCK 58 OF ENGLEWOOD HEIGHTS AS RECORDED IN PLAT DEED BOOK 59 AT PAGE 107, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

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

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

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

Executed in the presence of:

Witness

Gary F. Byrd
Print or type name

Witness

Kim Hinerman
Print or type name

Petitioner(s)
RONALD D. RAMSEY
Print or type name(s)

Date: April 19, 2016

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of April, 2016, by Ronald D. Ramsey. He/She is (___) personally known to me, (✓) produced current Florida/Other DL driver's license as identification, and/or (___) produced current _____ as identification.

KIM HINERMAN
Notary Public - State of Florida
My Comm. Expires Jul 25, 2016
Bonded Through National Notary Assn.

(Notary Seal must be affixed)

Notary Public

Print or type name

Commission Expires:_____
Commission Number:_____

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By_____
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By_____
Deputy Clerk

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

RESOLUTION NUMBER R_____-_____

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

WHEREAS, Ronald D. Ramsey has petitioned this Board to vacate, abandon, and close the following public rights-of-way, alleyway, or other lands and to renounce and disclaim the right of Escambia County, Florida and of the public, and;

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

THE PLATTED 20 FOOT WIDE ALLEYWAY LYING IN BLOCK 58 OF ENGLEWOOD HEIGHTS AS RECORDED IN PLAT DEED BOOK 59 AT PAGE 107, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

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

WHEREAS, Petitioner, Ronald D. Ramsey , has caused to be published on April 20, A.D., 2016, notice in a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held at MAY 05, A.D., 2016, at 5:31 P.M., in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

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

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

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

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

THE PLATTED 20 FOOT WIDE ALLEYWAY LYING IN BLOCK 58 OF ENGLEWOOD HEIGHTS AS RECORDED IN PLAT DEED BOOK 59 AT PAGE 107, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

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

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

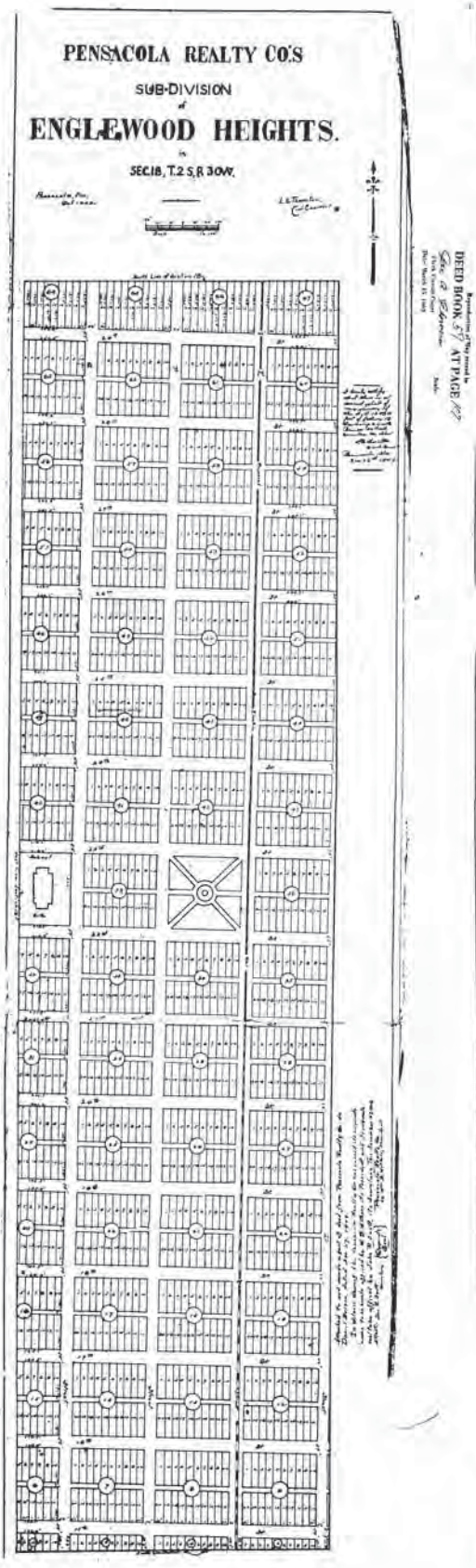
ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By_____
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By_____
Deputy Clerk

Adopted:_____


PENSACOLA REALTY CO'S
SUB-DIVISION
of
ENGLEWOOD HEIGHTS.
in
SEC.18, T.2 S, R.30W.
DEED BOOK 59 AT PAGE 109

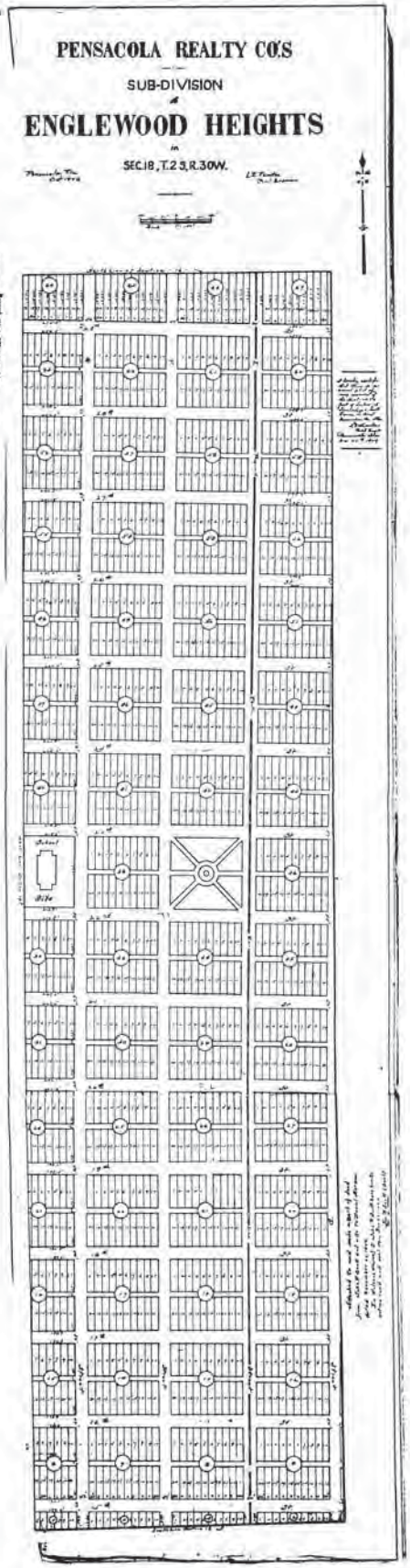
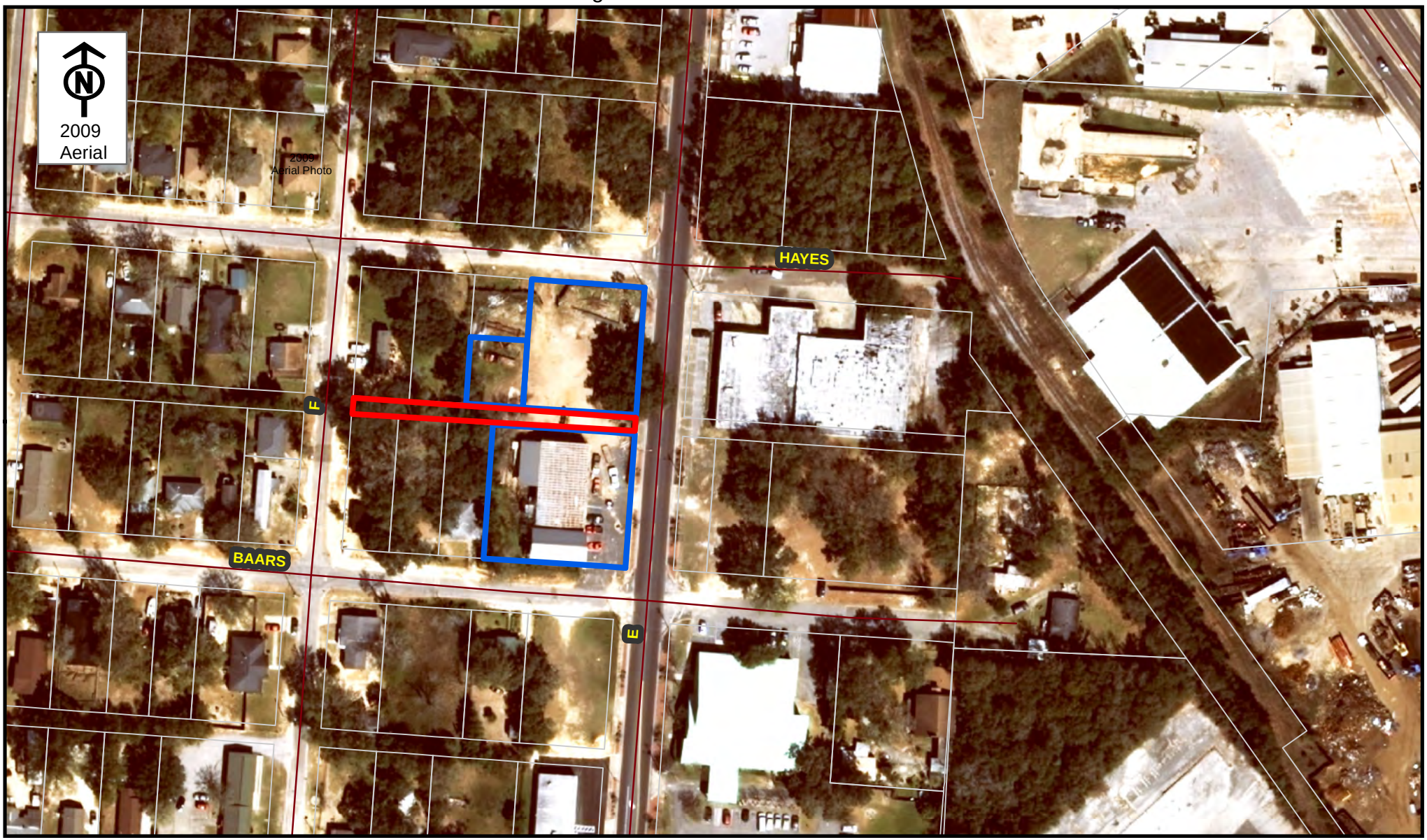

PENSACOLA REALTY CO'S
SUB-DIVISION
of
ENGLEWOOD HEIGHTS
in
SEC.18, T.2 S, R.30W.

EXHIBIT A

REQUEST TO VACATE 20' ALLEYWAY LYING IN BLOCK 58 OF ENGLEWOOD HEIGHTS

Petitioner: RONALD D. RAMSEY

Agent: GARY BYRD



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

KPJ 3/15/16 DISTRICT 3

Alleyway to be Vacated

Petitioner's Property

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA - Continued

3. Recommendation: That the Board confirm the appointment of Mark V. Lewellyn, Northwest Florida Federation of Labor, as one of the labor representatives to the CareerSource Escarosa Board, effective April 7, 2016, through April 6, 2019; this request will allow for compliance with the CareerSource Escarosa Board of Director's By-Laws regarding Board representation and terms.

   Approved 4-0, with Commissioner Underhill absent

4. Recommendation: That the Board take the following action concerning the *Memorandum of Understanding (MOU) Relating to Radio Interoperability*, by and between Escambia County, Florida; Santa Rosa County, Florida; the City of Pensacola Police Department (PPD); and the City of Gulf Breeze Police Department (GBPD):

   A. Approve the MOU to enable Escambia County, Florida; Santa Rosa County, Florida; PPD; and GBPD to conduct mutual aid radio interoperability, commencing upon the date last executed by the parties and continuing unless terminated, as provided in the MOU; the MOU may be cancelled or terminated with or without cause by any party upon providing 30 calendar days prior written notice; and

   B. Authorize the Chairman to sign the Agreement.

   Approved 4-0, with Commissioner Underhill absent

5. Recommendation: That the Board schedule a Public Hearing for May 5, 2016, at 5:31 p.m., to consider the Petition to Vacate an alleyway in Block 58 of Englewood Heights (20 feet x 300 feet), as petitioned by Ronald D. Ramsey.

   Approved 4-0, with Commissioner Underhill absent

6. Recommendation: That the Board adopt, and authorize the Chairman to sign, the Resolution requesting the removal of the Escambia County Area Transit representative from the Transportation Planning Organization.

   Approved 4-0, with Commissioner Underhill absent

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

NOTICE IS HEREBY GIVEN that on MAY 05, A.D., 2016, in accordance with Sections 336.09 and 336.10, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners Policy Manual, the Board of County Commissioners of Escambia County, Florida, adopted a resolution vacating, abandoning and closing use of that certain public road rights-of-way, alleyway, or other land in Escambia County, Florida, described as follows:

THE PLATTED 20 FOOT WIDE ALLEYWAY LYING IN BLOCK 58 OF ENGLEWOOD HEIGHTS AS RECORDED IN PLAT DEED BOOK 59 AT PAGE 107, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

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

Dated this _____day of _____, A.D., 20_____.

Board of County Commissioners
Escambia County, Florida

AI-10187 **11.**
BCC Regular Meeting
Meeting Date: 05/05/2016
Issue: Committee of the Whole Recommendation
From: Pam Childers, Clerk of the Circuit Court & Comptroller

Recommendation:
Committee of the Whole Recommendation.

Recommendation: That the Board move forward with the jail infirmary upgrades, as presented by Chip Simmons, Assistant County Administrator, as recommended by the Committee of the Whole (C/W), at the April 14, 2016, C/W Workshop (C/W Item #4).

Attachments

CW Backup

Escambia County Main Jail Infirmary Proposed Nurses Station
4/8/2016

Purpose

The purpose of the project is to provide an area where inmates can be monitored first hand, 24/7 from an improved Nurses Station.

Description of Work

* Modify existing space to accommodate a Nurses Station adjacent to 4 existing inmate cells.
* Provide and Install 4 New Half Glass Detention Grade Doors.
* The work shall include the installation of a New opening with a Hollow Metal Door.
* Work shall also include minor Electrical work.
* Work shall also include Casework modifications.

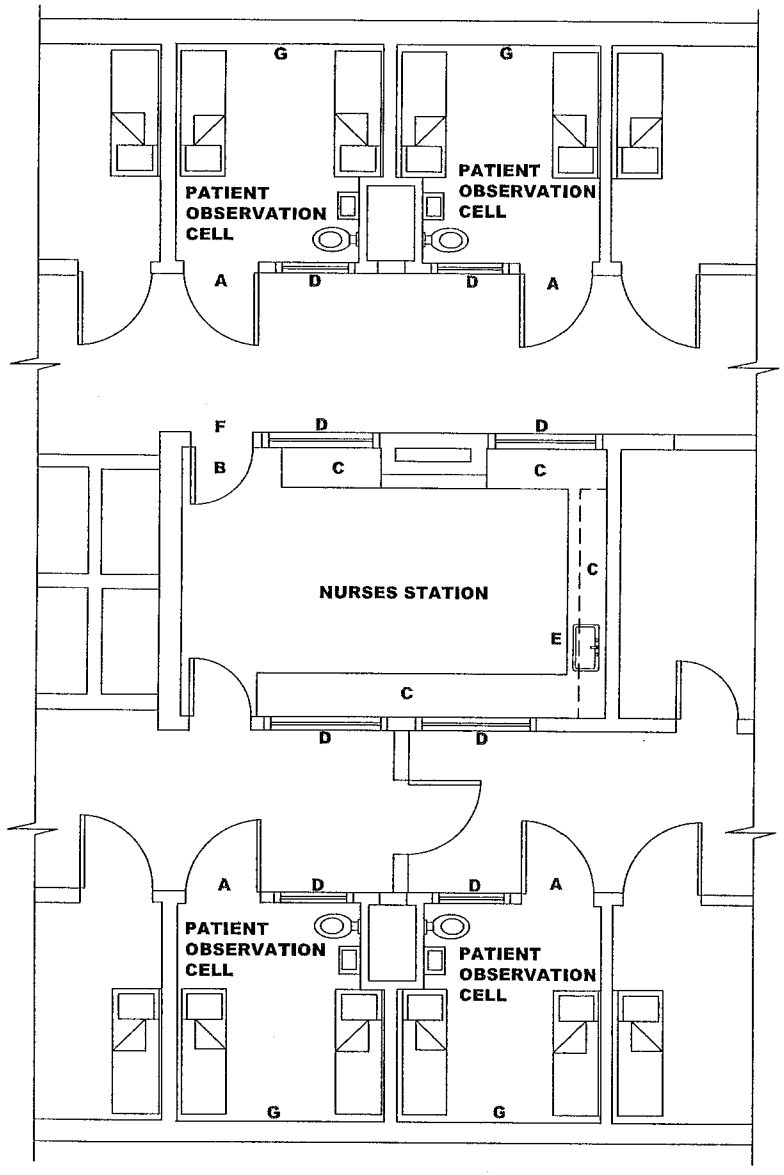
Order of Magnitude Budget Estimate	Unit Cost	Qty	Total Cost
Provide and Install Detention Grade Half Glass Doors	$ 10,000.00	4	$ 40,000.00
Cut Wall and Install New Hollow Metal Door	$ 12,500.00	1	$ 12,500.00
Casework	$ 19,500.00	1	$ 19,500.00
Windows	$ 3,000.00	8	$ 24,000.00
Installation	$ 1,250.00	8	$ 10,000.00
Removal of Existing Wall Mounted Beds	$ 100.00	8	$ 800.00
Material and Installation of 4 Electrical Outlets & 2 Conduits	$ 1,000.00	6	$ 6,000.00
Sub Total			$ 112,800.00
General Conditions (10%)			$ 11,280.00
Sub Total			$ 124,080.00
Overhead and Profit (15%)			$ 18,612.00
Total Construction Cost			**$ 142,692.00**

Architectural Services (12%)	$ 17,123.04
Sub Total	**$ 159,815.04**

Escambia County Construction Management Fee (7%)	$ 11,187.05
Total Project Cost	**$ 171,002.09**

Notes from 3-18-15 Conceptual Project Meeting

* If the Power Outlets are to be backed up by the Generator, add 5K
* Monitors are not incuded in this estimate
* Future use electrical conduits are included in the electrical cost
* Construction project duration estimated to be 120 days including material lead time
* Budget estimate includes 15% contengency



ESCAMBIA COUNTY MAIN JAIL INFIRMARY
NURSES STATION CHANGES

for the ESCAMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS

NEW WORK LEGEND

A	REPLACE EXISTING DOOR WITH NEW HALF SECURITY GRADE GLASS DOOR, KEY TO MATCH EXISTING AS ALLOWABLE BY INDUSTRY STANDARDS.
B	INSTALL METAL DOOR WITH NEW HARDWARE, KEY TO MATCH EXISTING.
C	INSTALL NEW CASEWORK
D	INSTALL SECURITY GRADE WINDOWS TO MATCH EXISTING QUALITY AS ALLOWABLE BY INDUSTRY STANDARDS.
E	INSTALL NEW SINK
F	REPAIR FLOORING AT POINT OF WALL DEMOLITION.
G	INSTALL NEW ELECTRICAL OUTLETS (1-QUAD AT EACH LOCATION).

Escambia County Facilities Management 100 East Blount Street, Pensacola, FL 32501 DAVID WHEELER, DIRECTOR (850) 595-3190	DATE: 4-6-16 DCAT PROJECT # CONCEPTUAL	DRAWN BY: **BURKE PAGE**	SHEET: NEW WORK PLAN

C/W # 4

Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-10183 **Clerk & Comptroller's Report** **12. 1.**

BCC Regular Meeting **Consent**

Meeting Date: 05/05/2016

Issue: TDT Collection Data for the February 2016 Returns Received in March 2016

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

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of TDT Collection Data for the February 2016 Returns Received in March 2016

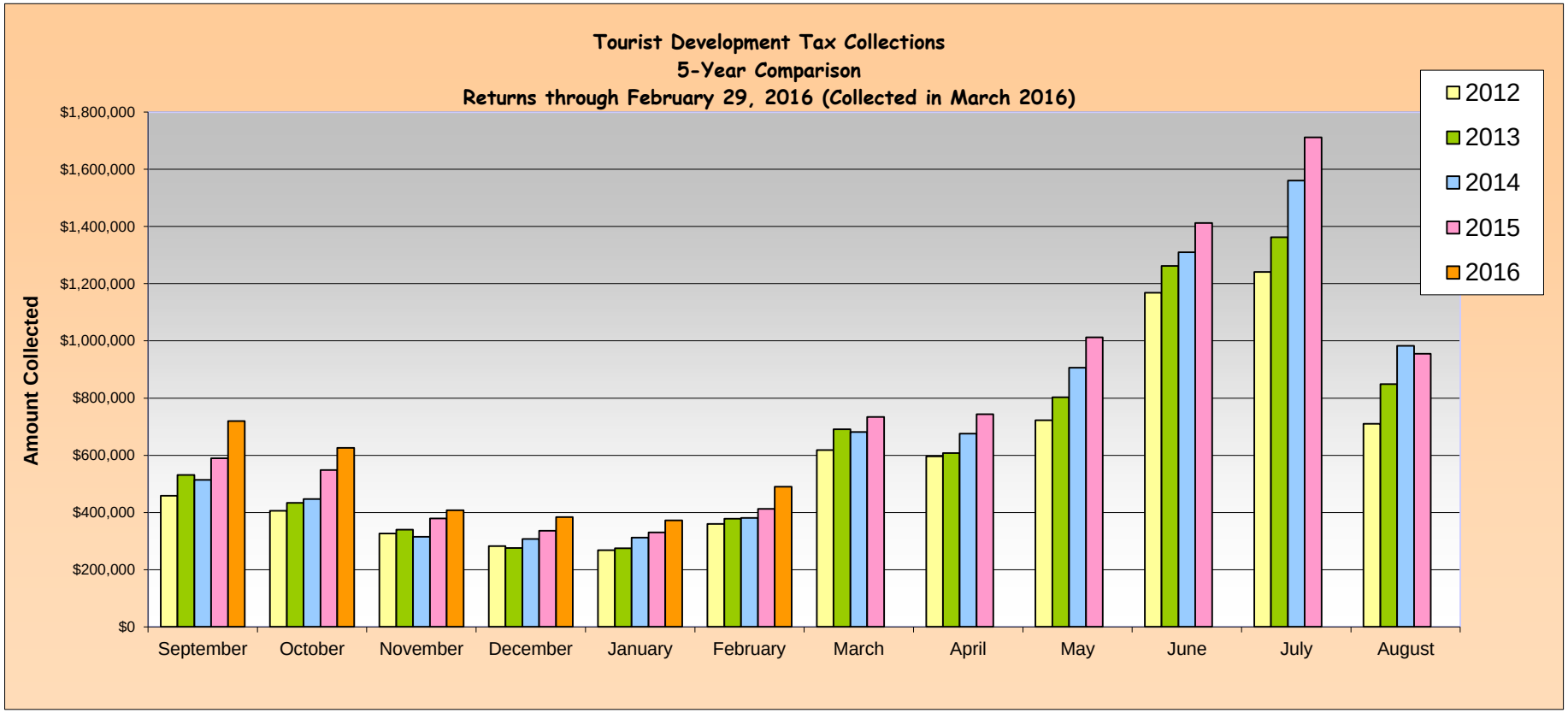
That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the February 2016 returns received in the month of March 2016, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the sixth month of collections for the Fiscal Year 2016; total collections for the month of February 2016 returns was $489,969.80; this is a 18.85% increase over the February 2015 returns; total collections year to-date are 15.59% more than the comparable time frame in Fiscal Year 2015.

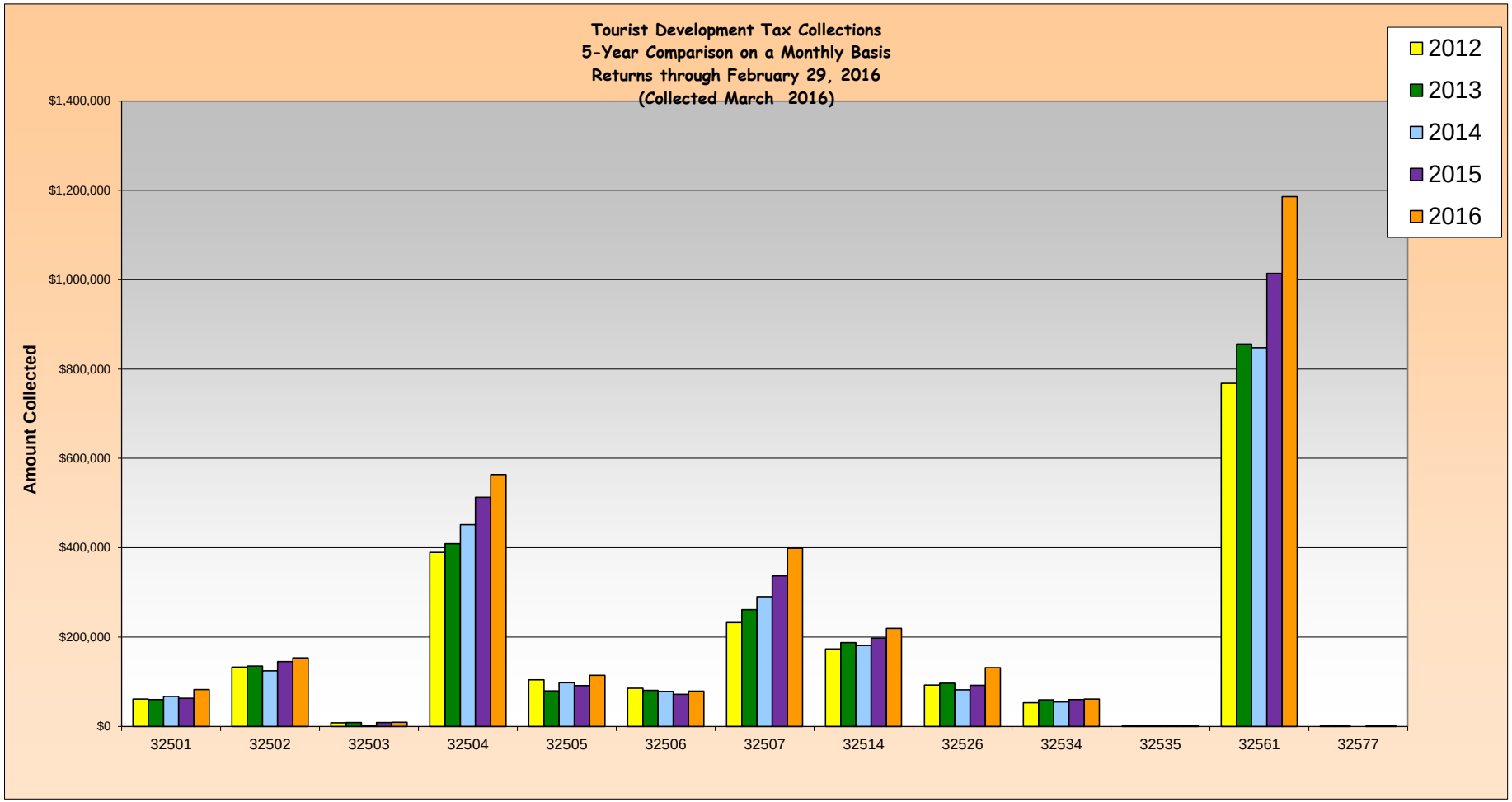
Attachments

February 2016 Returns Received in March 2016

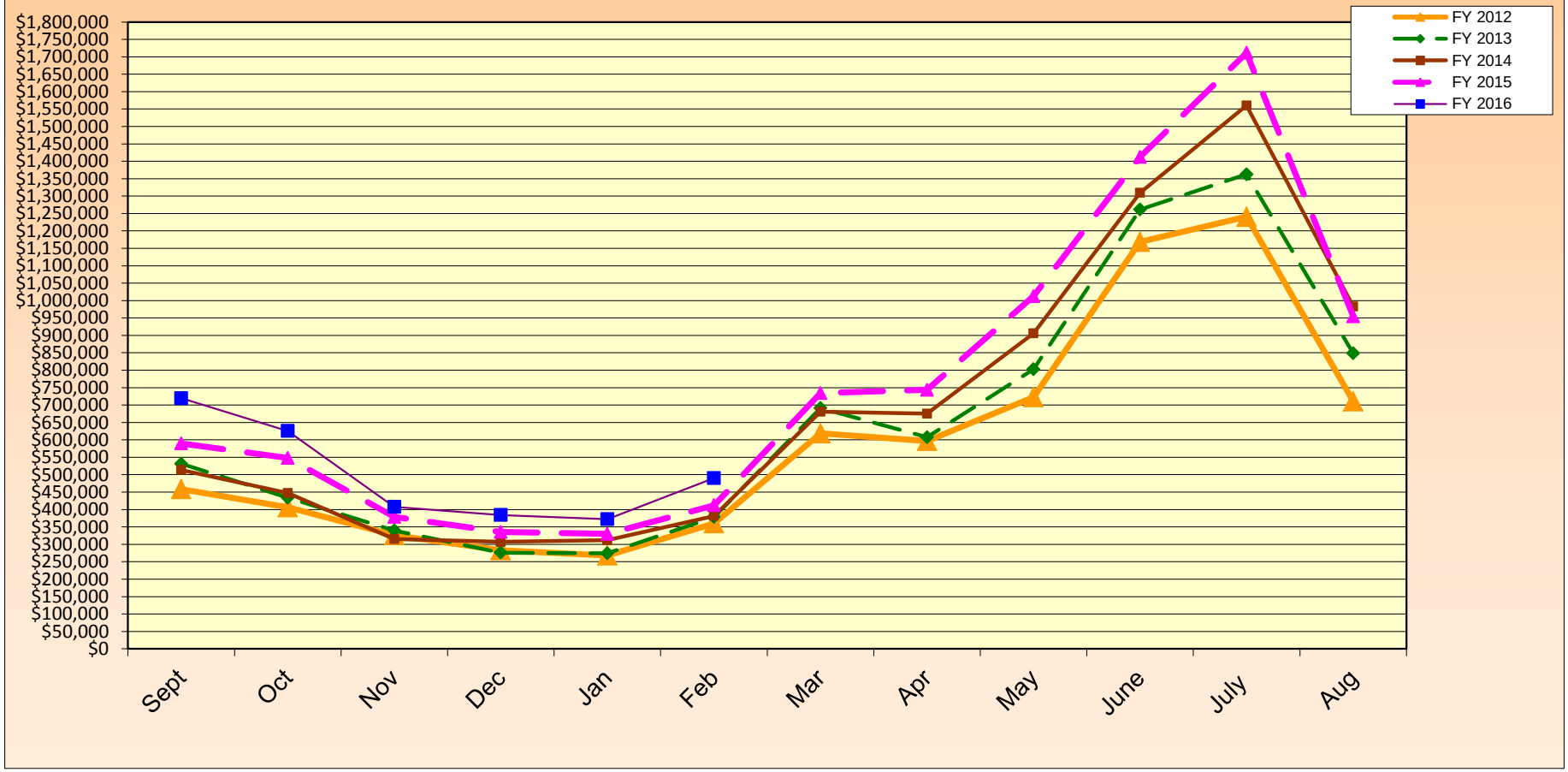
FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
REPORTED IN FISCAL YEAR FORMAT
ESCAMBIA COUNTY FLORIDA
AS OF MARCH 2016

Zip Code	Fiscal Year 2016 YTD Collected	Fiscal Year 2015 YTD Collected	Difference	% Change
32501	82,705	63,013	19,692	31%
32502	153,199	144,995	8,204	6%
32503	9,391	8,832	559	6%
32504	563,499	513,093	50,406	10%
32505	114,251	91,491	22,760	25%
32506	78,756	71,639	7,117	10%
32507	398,850	337,177	61,673	18%
32514	219,367	197,809	21,558	11%
32526	131,316	91,731	39,585	43%
32534	61,445	59,990	1,455	2%
32535	751	759	(8)	-1%
32561	1,185,908	1,013,890	172,018	17%
32562	-	-	-	0%
32577	50	415	(365)	0%
Total	**$ 2,999,488**	**$ 2,594,834**	**$ 404,654**	**16%**


Tourist Development Tax Collections
5-Year Comparison
Returns through February 29, 2016 (Collected in March 2016)
Amount Collected
$1,800,000
$1,600,000
$1,400,000
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$0
September
October
November
December
January
February
March
April
May
June
July
August
2012
2013
2014
2015
2016


Tourist Development Tax Collections
5-Year Comparison on a Monthly Basis
Returns through February 29, 2016
(Collected March 2016)
2012
2013
2014
2015
2016
Amount Collected
$1,400,000
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$0
32501
32502
32503
32504
32505
32506
32507
32514
32526
32534
32535
32561
32577

TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2012 - FY 2016
Returns through February 29, 2016 (Collected in March 2016)



FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2016
AS OF March 31, 2016

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/15	**13,893**	2%	**28,093**	4%	**1,582**	0%	**103,155**	14%	**23,956**	3%
11/15	**16,283**	3%	**31,883**	5%	**2,371**	0%	**102,729**	16%	**17,937**	3%
12/15	**12,524**	3%	**21,272**	5%	**1,996**	0%	**88,735**	22%	**12,756**	3%
01/16	**13,573**	4%	**20,368**	5%	**610**	0%	**83,364**	22%	**17,085**	4%
02/16	**13,032**	4%	**23,607**	6%	**1,025**	0%	**84,142**	23%	**14,337**	4%
03/16	**13,400**	3%	**27,976**	6%	**1,807**	0%	**101,374**	21%	**28,180**	6%
Total	**$ 82,705**	**3%**	**$ 153,199**	**5%**	**$ 9,391**	**0%**	**$ 563,499**	**19%**	**$ 114,251**	**4%**

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/15	**14,443**	2%	**118,368**	16%	**39,504**	5%	**22,563**	3%	**9,819**	1%
11/15	**13,073**	2%	**93,637**	15%	**38,664**	6%	**24,477**	4%	**11,627**	2%
12/15	**12,924**	3%	**41,978**	10%	**33,837**	8%	**21,065**	5%	**9,397**	2%
01/16	**10,738**	3%	**36,999**	10%	**34,083**	9%	**22,108**	6%	**9,416**	2%
02/16	**12,462**	3%	**46,390**	12%	**35,263**	9%	**19,997**	5%	**9,137**	2%
03/16	**15,117**	3%	**61,478**	13%	**38,016**	8%	**21,107**	4%	**12,049**	2%
Total	**$ 78,756**	**3%**	**$ 398,850**	**13%**	**$ 219,367**	**7%**	**$ 131,316**	**4%**	**$ 61,445**	**2%**

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/15	**115**	0%	**344,147**	48%	**-**	0%	**50**	0%	**719,688**	100%
11/15	**-**	0%	**273,123**	44%	**-**	0%		0%	**625,801**	100%
12/15	**310**	0%	**150,864**	37%	**-**	0%		0%	**407,658**	100%
01/16	**83**	0%	**135,746**	35%	**-**	0%		0%	**384,174**	100%
02/16	**120**	0%	**112,686**	30%	**-**	0%		0%	**372,197**	100%
03/16	**124**	0%	**169,342**	35%	**-**	0%		0%	**489,970**	100%
Total	**$ 751**	**0%**	**$ 1,185,908**	**40%**	**$ -**	**0%**	**$ 50**	**0%**	**$ 2,999,488**	**100%**

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2015
AS OF MARCH 31, 2015

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/14	**12,080**	2%	**28,345**	5%	**1,001**	0%	**90,113**	15%	**17,610**	3%
11/14	**11,576**	2%	**28,797**	5%	**1,508**	0%	**91,522**	17%	**19,570**	4%
12/14	**10,149**	3%	**23,205**	6%	**1,947**	1%	**85,208**	22%	**12,546**	3%
01/15	**8,965**	3%	**19,469**	6%	**1,080**	0%	**76,865**	23%	**14,358**	4%
02/15	**9,315**	3%	**20,156**	6%	**1,559**	0%	**78,723**	24%	**11,946**	4%
03/15	**10,927**	3%	**25,024**	6%	**1,737**	0%	**90,663**	22%	**15,462**	4%
Total	**$ 63,013**	**2%**	**$ 144,995**	**6%**	**$ 8,832**	**0%**	**$ 513,093**	**20%**	**$ 91,491**	**4%**

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/14	**13,395**	2%	**91,990**	16%	**34,533**	6%	**13,979**	2%	**10,808**	2%
11/14	**14,690**	3%	**75,256**	14%	**36,155**	7%	**14,418**	3%	**10,733**	2%
12/14	**12,374**	3%	**38,153**	10%	**31,823**	8%	**14,508**	4%	**9,370**	2%
01/15	**7,525**	2%	**31,710**	9%	**31,878**	9%	**9,581**	3%	**9,763**	3%
02/15	**10,575**	3%	**41,776**	13%	**31,056**	9%	**22,378**	7%	**9,109**	3%
03/15	**13,079**	3%	**58,292**	14%	**32,364**	8%	**16,867**	4%	**10,206**	2%
Total	**$ 71,639**	**3%**	**$ 337,177**	**13%**	**$ 197,809**	**8%**	**$ 91,731**	**4%**	**$ 59,990**	**2%**

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/14	**124**	0%	**275,712**	47%	**-**	0%	**-**	0%	**589,690**	100%
11/14	**213**	0%	**243,219**	44%	**-**	0%	**415**	0%	**548,073**	100%
12/14	**104**	0%	**139,615**	37%	**-**	0%	**-**	0%	**379,004**	100%
01/15	**102**	0%	**124,512**	37%	**-**	0%	**-**	0%	**335,808**	100%
02/15	**111**	0%	**93,287**	28%	**-**	0%	**-**	0%	**329,991**	100%
03/15	**104**	0%	**137,546**	33%	**-**	0%	**-**	0%	**412,271**	100%
Total	**$ 759**	**0%**	**$ 1,013,890**	**39%**	**$ -**	**0%**	**$ 415**	**0%**	**$ 2,594,834**	**100%**

Tourist Development Tax Collection Data
Reported in Fiscal Year Format
Escambia County Florida

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2007-2016									
Month Of	For The										
Collection	Month Of	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
OCT	SEP	$245,125	$288,077	$277,444	$274,902	$321,850	$343,637	$398,300	$385,209	$442,268	$539,766
NOV	OCT	224,646	238,591	231,361	238,423	276,214	304,579	325,198	335,284	411,054	469,351
DEC	NOV	212,939	206,205	185,367	214,475	226,459	244,845	254,898	236,608	284,253	305,743
JAN	DEC	179,798	163,665	169,734	164,750	192,546	212,164	207,117	230,300	251,856	288,130
FEB	JAN	179,184	180,694	176,773	171,885	192,262	200,843	205,954	233,879	247,492	279,148
MAR	FEB	212,686	227,362	215,131	201,473	241,571	270,226	283,812	286,019	309,204	367,477
	TOTAL	**$1,254,377**	**$1,304,594**	**$1,255,810**	**$1,265,908**	**$1,450,903**	**$1,576,294**	**$1,675,279**	**$1,421,280**	**$1,946,126**	**$2,249,616**

TOURIST DEVELOPMENT TAX COLLECTION DATA
REPORTED IN FISCAL YEAR FORMAT
ESCAMBIA COUNTY, FLORIDA

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2007-2016									
Month Of	For The										
Collection	Month Of	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
OCT	SEP	$81,708	$96,026	$92,482	$91,634	$107,283	$114,546	$132,767	$128,403	$147,422	$179,922
NOV	OCT	74,882	79,530	77,120	79,474	92,072	101,526	108,399	111,761	137,018	156,450
DEC	NOV	70,980	68,735	61,789	71,492	75,487	81,615	84,966	78,869	94,751	101,914
JAN	DEC	59,933	54,555	56,578	54,917	64,182	70,721	69,039	76,767	83,952	96,043
FEB	JAN	59,728	60,231	58,924	57,295	64,087	66,948	68,651	77,960	82,497	93,049
MAR	FEB	70,895	75,787	71,710	67,158	80,524	90,075	94,604	95,340	103,068	122,492
	TOTAL	**$418,126**	**$434,865**	**$418,603**	**$421,969**	**$483,634**	**$525,431**	**$558,426**	**$569,099**	**$648,708**	**$749,872**

Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-10216 **Clerk & Comptroller's Report** **12. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 05/05/2016
Issue: March 2016 Investment Report
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the March 31, 2016 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended March 31, 2016, as required by Ordinance Number 95-13; on March 31, 2016, the portfolio market value was $295,883,608 and portfolio earnings totaled $193,185 for the month; the short-term portfolio yield was 0.41%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.34%; the enhanced cash portfolio achieved a yield of 0.74%, which should be compared to the Merrill Lynch 1 Year Treasury Index of 0.61%; the long-term CORE portfolio achieved a yield of 1.32%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 0.88%.

Attachments

March 16 Investment Report

INVESTMENT PORTFOLIO SUMMARY REPORT

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2015-2016
March 31, 2016

Prepared by:

Pam Childers
Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2015-2016
March 31, 2016

INVESTMENT PORTFOLIO COMPOSITION

SUMMARY OF INVESTMENT ALLOCATION	Market Value February 29, 2016	Market Value March 31, 2016
Bank Accounts	$ 23,655,804	$ 24,802,835
Money Market Accounts	60,897,882	60,915,348
State Board of Administration	60,442,093	60,471,508
Certificates of Deposit	20,000,000	20,000,000
Money Market Mutual Fund	198,610	1,203,452
U.S. Treasury Bond/Notes	48,004,249	52,679,522
Federal Agency Bond/Note	43,528,795	41,444,304
Municipal Bonds	5,480,634	5,481,668
Corporate Notes	22,409,114	20,223,032
Commercial Paper	9,659,861	8,661,939
Total Portfolio Assets:	$ 294,277,042	$ 295,883,608
Current Month Earnings:	**$ 189,343**	**$ 193,185**
Fiscal Year to Date Earnings:	**$ 773,025**	**$ 966,211**

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	February 29, 2016	March 31, 2016
Market Value	**$ 164,995,780**	**$ 166,189,691**
Short Term Portfolio Yield:	**0.40%**	**0.41%**
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	0.34%	0.34%
Fiscal YTD Earnings:	**$ 171,289**	**$ 228,883**

ENHANCED CASH PORTFOLIO:	February 29, 2016	March 31, 2016
Market Value	**$ 31,056,214**	**$ 31,139,816**
Enhanced Cash Portfolio Yield to Maturity at Cost:	**0.72%**	**0.74%**
Benchmark Merrill Lynch 1 Year U.S. Treasury Index:	0.68%	0.61%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.78%	0.74%
Effective Duration (Years)	**0.92**	**0.91**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.79	1.81
Fiscal YTD Earnings:	**$ 108,601**	**$ 128,298**

LONG TERM CORE PORTFOLIO:	February 29, 2016	March 31, 2016
Market Value	**$ 98,225,048**	**$ 98,554,100**
CORE Portfolio Yield to Maturity at Cost:	**1.32%**	**1.32%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.92%	0.88%
CORE Portfolio Total Return:	**0.23%**	**0.33%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.25%	0.23%
Effective Duration (Years)	**2.55**	**2.57**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.62	2.65
Fiscal YTD Earnings:	**$ 493,135**	**$ 609,030**

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
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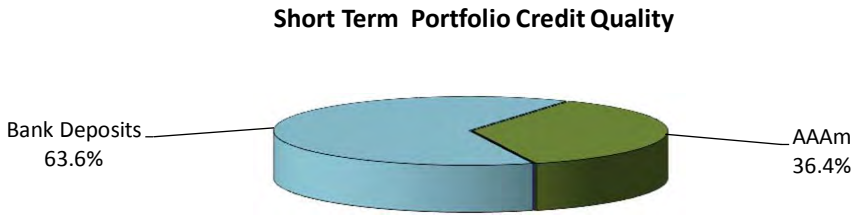
SHORT TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

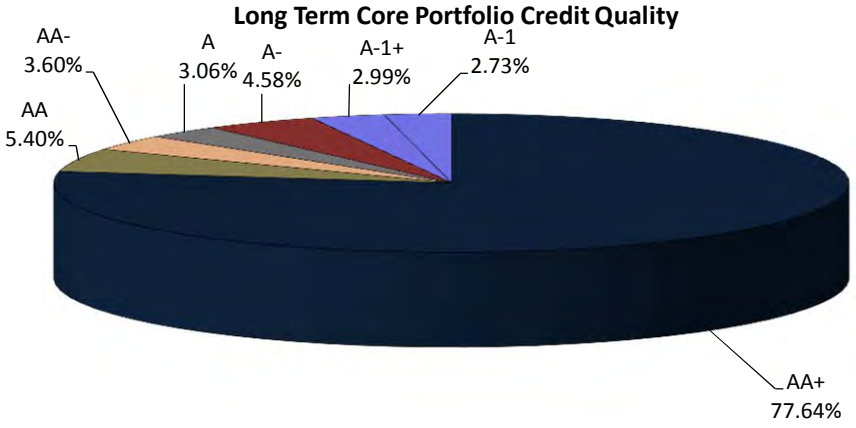
Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	$ 24,802,835	14.9%
Money Market Accounts	60,915,348	36.7%
Certificates of Deposit	20,000,000	12.0%
State Board of Administration	60,471,508	36.4%
Total Short Term Portfolio Assets:	**$ 166,189,691**	**100.0%**



LONG TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

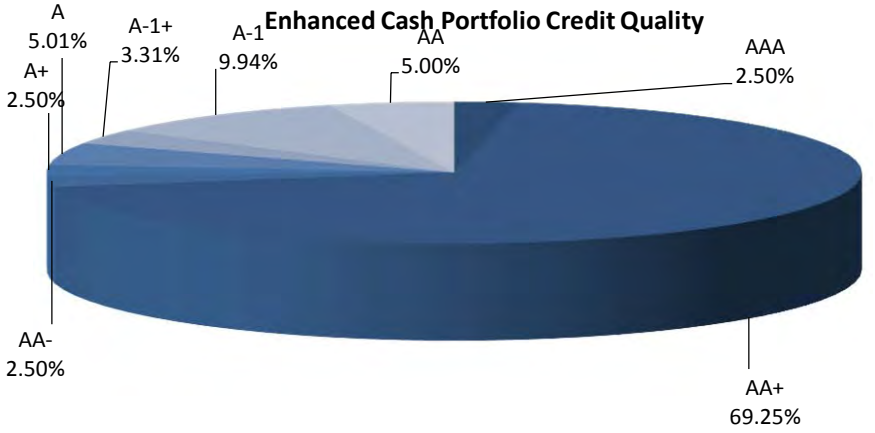
Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	$ 50,678,740	51.4%
Federal Agency Bond / Note	23,400,149	23.7%
Municipal Obligations	5,481,668	5.6%
Commercial Paper	4,682,682	4.8%
Corporate Note	14,216,663	14.4%
Money Market Mutual Fund - Federated Government	94,199	0.1%
Total Long Term Core Portfolio Assets:	**$ 98,554,100**	**100.0%**



ENHANCED CASH INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	$ 2,000,782	6.4%
Federal Agency Bond / Note	18,044,155	57.9%
Corporate Note	6,006,369	19.3%
Commercial Paper	3,979,258	12.8%
Money Market Mutual Fund - Federated Government	1,109,253	3.6%
Total Enhanced Cash Portfolio Assets:	**$ 31,139,816**	**100.0%**



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2015-2016
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Security Type		Market Value	Percent Allocation	Permitted by Policy	In Compliance
Florida Prime (SBA)	$	60,471,508	20.4%	25%	Yes
United States Treasury Securities		52,679,522	17.8%	100%	Yes
Federal Instrumentalities		41,444,304	14.0%	100%	Yes
Certificates of Deposit		20,000,000	6.8%	20%	Yes
Savings Accounts		60,915,348	20.6%	100%	Yes
Commercial Paper		8,661,939	2.9%	25%	Yes
Corporate Notes		20,223,032	6.8%	20%	Yes
State and/or Local Government Debt		5,481,668	1.9%	25%	Yes
Bank Accounts - Bank of America		24,802,835	8.4%	100%	Yes
Money Market Mutual Fund		1,203,452	0.4%	50%	Yes
Total Investment Holdings	**$**	**295,883,608**	**100.0%**		

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
American Express Co	2,497,725	0.8%	5%	Yes
Apple Inc. Corporate Notes	749,934	0.3%	5%	Yes
Bank Accounts - Bank of America	24,802,835	8.4%	100%	Yes
Bank of New York Mellon Corporate Notes	2,015,054	0.7%	5%	Yes
Bank of Tokyo-MIT	995,425	0.3%	10%	Yes
BBVA Compass	5,000,000	1.7%	10%	Yes
Berkshire Hathaway Inc	625,313	0.2%	5%	Yes
BNP Paribas	2,684,648	0.9%	5%	Yes
Calleguas Water District, CA REV Bond	1,503,135	0.5%	10%	Yes
Caterpillar Corporate Notes	751,356	0.3%	5%	Yes
Centennial Bank	10,005,343	3.4%	10%	Yes
Chevron Corporation Corp Notes	750,318	0.3%	5%	Yes
Cisco Systems Inc.	2,028,184	0.7%	5%	Yes
City of New York	1,727,047	0.6%	10%	Yes
Coca-Cola Co. Commercial Paper	1,991,379	0.7%	10%	Yes
Colgate-Palmolive Co	749,681	0.3%	5%	Yes
Exxon Mobil Corporate Notes	751,175	0.3%	5%	Yes
Federal Farm Credit Bank	6,525,021	2.2%	5%	Yes
Federal Home Loan Bank (FHLB)	6,504,978	2.2%	25%	Yes
Federal Home Loan Mortgage Corporation (FHLMC)	11,914,909	4.0%	25%	Yes
Federal National Mortgage Association (FNMA)	16,499,396	5.6%	25%	Yes
Fidelity Institutional Government MMF	1,203,452	0.4%	25%	Yes
Florida Prime (SBA)	60,471,508	20.4%	25%	Yes
General Electric Corporate Notes	2,530,760	0.9%	5%	Yes
Hancock Bank	27,615,165	9.3%	10%	Yes
HSBC Holdings PLC	997,646	0.3%	5%	Yes

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
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Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
John Deere Corporate Notes	752,430	0.3%	**5%**	**Yes**
JP Morgan Chase Corporate Notes	2,007,980	0.7%	**5%**	**Yes**
Merk & Co Corporate Notes	750,146	0.3%	**5%**	**Yes**
Mississippi State	769,059	0.3%	**10%**	**Yes**
Servisfirst Bank	27,717,328	9.4%	**10%**	**Yes**
State of Connecticut	688,616	0.2%	**10%**	**Yes**
Summit Bank Money Market Account	10,577,511	3.6%	**10%**	**Yes**
Toyota Motor Corp	4,504,488	1.5%	**10%**	**Yes**
United States Treasury Securities	52,679,522	17.8%	**100%**	**Yes**
University of WA Taxable Revenue Bonds	793,811	0.3%	**10%**	**Yes**
Wells Fargo &Company Corporate Notes	751,330	0.3%	**5%**	**Yes**
Total Investment Holdings	**$ 295,883,608**	**100.0%**		

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

AI-10184 **Clerk & Comptroller's Report** **12. 3.**
BCC Regular Meeting **Consent**
Meeting Date: 05/05/2016
Issue: Acceptance of Documents Provided to the Clerk to the Board's Office
From: 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 *Notice of Limitation of Use and Site Dedication*, based on the Board's action of April 5, 2012, approving the State of Florida Department of Environmental Protection (FDEP) Recreational Trails Program Fiscal Year 2011 - 2012 Project Agreement (#T1115) between FDEP and Escambia County, for the development of the Southwest Greenway, Jones Swamp Trail Extension 3, authorizing the Chairman to sign the Agreement and any subsequent Grant-related documents; and

B. The appeal of the Escambia County Contractor Competency Board's decision of April 7, 2016, in the Case against Horizon Sunrooms & Spas, Inc., Case #COM141100044, filed by David Rademacher, President, Horizon Sunrooms & Spas, Inc., and received in the Clerk to the Board's Office on April 20, 2016.

Attachments

20120405 Minutes Excerpt
CCB Appeal - Horizon Sunrooms & Spas

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-17. Approval of Various Consent Agenda Items – Continued

14. Taking the following action concerning an Agreement from the State of Florida Department of Environmental Protection (FDEP) for the development of the Southwest Greenway, Jones Swamp Trail Extension 3, under the Recreational Trails Project Number T11015 (Funding: Fund 110, Other Grants and Projects, new Cost Center, in the amount of $200,000; Grant match, in the amount of $200,000, from Fund 352, Local Option Sales Tax III, Cost Center 220102, NESD Capital Projects, and from in-kind services):

    A. Approving the *State of Florida Department of Environmental Protection Recreational Trails Program Fiscal Year 2011 - 2012 Project Agreement (*#T1115) between FDEP and Escambia County, for the development of the Southwest Greenway, Jones Swamp Trail Extension 3, based upon an FDEP $200,000 Grant, effective upon execution of the Agreement; and

    B. Authorizing the Chairman to sign the Agreement and any subsequent Grant-related documents.

15. Authorizing the County to piggyback off of the Florida Sheriff's Association Contract #11-19-0907, Specification #50, in accordance with the Escambia County Code of Ordinances, Chapter 46, Finance, Article II, Purchases and Contracts, Section 46-44, Application; exemptions, *(Subsection)* (6), and awarding a Purchase Order to Ward International for one 2012 International Workstar Cab & Chassis vehicle, with options as shown in the Contract, in the amount of $157,398 *(which includes the $87,043 base price and options totaling $70,355)*, for the Department of Solid Waste Management (Funding: Fund 401, Solid Waste, Cost Center 230306, Object Code 56401).

Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

MEMORANDUM

TO: Jack R. Brown, County Administrator

FROM: Pam Childers
Clerk of the Circuit Court & Comptroller

By: _____
Liz Carew
Clerk to the Board

DATE: April 20, 2016

RE: Appeal of the Escambia County Contractor Competency Board's Decision in the Case against Horizon Sunrooms & Spas, Inc. (Case #COM141100044)

This is to advise you that on April 20, 2016, the Clerk to the Board's Office received a letter from David Rademacher, President, Horizon Sunrooms & Spas, Inc., appealing the Escambia County Contractor Competency Board's April 7, 2016, decision in the Case against Horizon Sunrooms & Spas, Inc. (Case #COM141100044).

In accordance with Chapter 18, Article II, Division 2, Section 18-59(a), of the Escambia County Code of Ordinances, within 20 days of the filing of the Petition, the Board of County Commissioners (BCC) shall issue an order providing for a notice and time of Hearing on the claim of the Petitioner before the BCC at its next regular meeting. A copy of the letter is attached.

Should you require additional information, please contact me by phone at (850) 595-3917 or by email at lcarew@escambiaclerk.com.

LFC/
Attachments

pc: Alison Rogers, County Attorney (with attachments)
Meredith Crawford, Assistant County Attorney (with attachments)
Sue Garrett, Secretary, Contractor Competency Board (with attachments)

4/19/2016

• • •

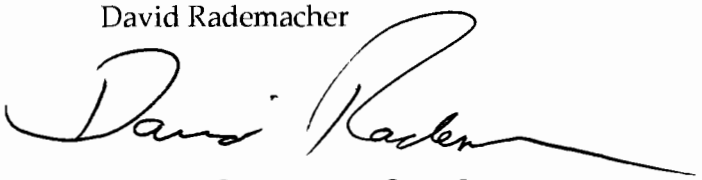
Horizon Sunrooms & Spas, Inc.
1257 W Nine Mile Rd
Pensacola, FL 32534

Board of County Commissioners
221 Palafox Place, Suite 400
Pensacola, FL 32502

Escambia County Commissioners,

I respectfully request an appeal review of the Contractor Competency Board decision of Case No: COM141100044 from April 7, 2016.

Sincerely,
David Rademacher



Horizon Sunrooms & Spas, Inc.
President

2016 APR 20 P 12:21
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS

Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-10185 **Clerk & Comptroller's Report** **12. 4.**
BCC Regular Meeting **Consent**
Meeting Date: 05/05/2016
Issue: Disposition of Records
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Disposition of Records

That the Board approve Records Disposition Document No. 596, for disposition of Board of County Commissioners' Records, Item 32a, Minutes: Official Meetings (Transcripts: Microfilmed on Rolls 499 through 510), for the period of September 24, 2013, through September 4, 2014, in accordance with State Retention Schedule GS1, since the permanent records have been scanned and/or microfilmed.

Attachments

Records Disposition Doc. No. 596

RECORDS DISPOSITION DOCUMENT

NO. 596

PAGE 1 OF 1 PAGES

1. AGENCY NAME and ADDRESS

HONORABLE PAM CHILDERS
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
190 GOVERNMENTAL CENTER
PENSACOLA, FL 32502

2. AGENCY CONTACT (Name and Telephone Number)

Heather Mahoney
ARCHIVES AND RECORDS DIVISION
(CLERK TO THE BOARD)
(850) 595 - 3937 Ext.

3. NOTICE OF INTENTION: The scheduled records listed in Item 5 are to be disposed of in the manner checked below (specify only one).

☐ a. Destruction ☒ b. Microfilming and Destruction ☐ c. Other _____

4. SUBMITTED BY: I hereby certify that the records to be disposed of are correctly represented below, that any audit requirements for the records have been fully justified, and that further retention is not required for any litigation pending or imminent.

PAM CHILDERS
Escambia County Florida Clerk of the Circuit Court & Comptroller

Signature | Name and Title | Date

5. LIST OF RECORD SERIES

a. Schedule No.	b. Item No.	c. Title	d. Retention	e. Inclusive Dates	f. Volume In Cubic Feet	g. Disposition Action and Date Completed After Authorization
GS1	32	MINUTES: OFFICIAL MEETINGS (TRANSCRIPTS: MICROFILMED ON ROLLS 499 THROUGH 510)	Permanent	September 24, 2013 through September 4, 2014	12.0	

6. DISPOSAL AUTHORIZATION: Disposal for the above listed records is authorized. Any deletions or modifications are indicated.

Custodian/Records Management Liaison Officer Date

7. DISPOSAL CERTIFICATE: The above listed records have been disposed of in the manner and on the date shown in column g.

Signature Date

Name and Title

Witness

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

AI-10186 **Clerk & Comptroller's Report** **12. 5.**
BCC Regular Meeting **Consent**
Meeting Date: 05/05/2016
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 April 7, 2016;

B. Approve the Minutes of the Regular Board Meeting held April 7, 2016; and

C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held April 14, 2016.

Attachments

20160407 Agenda Work Session
20160414 CW Workshop Report

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD APRIL 7, 2016
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:05 a.m. – 10:39 a.m.)

Present: Commissioner Grover C. Robinson IV, Chairman, District 4
Commissioner Wilson B. Robertson, Vice Chairman, District 1
Commissioner Steven L. Barry, District 5
Commissioner Lumon J. May, District 3
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Kimberly McCord, Office Assistant III, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

Absent: Commissioner Douglas B. Underhill, District 2

1. FOR INFORMATION: The agenda for the April 7, 2016, 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;

   E. County Attorney Rogers reviewed the County Attorney's Report; and

   F. Commissioner Barry reviewed his Add-on Item.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE
BOARD OF COUNTY COMMISSIONERS
HELD APRIL 14, 2016
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:04 a.m. – 12:05 p.m.)

Present: Commissioner Grover C. Robinson, IV, Chairman, District 4
Commissioner Wilson B. Robertson, Vice Chairman, District 1
Commissioner Lumon J. May, District 3
Commissioner Douglas B. Underhill, District 2
Commissioner Steven L. Barry, District 5
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
Kimberly McCord, Office Assistant III, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

AGENDA NUMBER

1. Call to Order

   Chairman Robinson called the Committee of the Whole (C/W) Workshop to order at 9:04 a.m.

2. Was the Meeting Properly Advertised?

   The C/W was advised by Kimberly McCord, Office Assistant III, Clerk and Comptroller's Office, that the Meeting was advertised in the *Pensacola News Journal* on April 9, 2016, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule April 11 – April 15, 2016*, Legal No. 1656404.

AGENDA NUMBER – Continued

3. Jail Update

A. Board Discussion – The C/W discussed the status of the Escambia County Jail, and the C/W:

(1) Was advised by Amy Lovoy, Assistant County Administrator, that there are two separate Project Worksheets (PW) pending with the Federal Emergency Management Agency (FEMA), as follows:

(a) Demolition of the Central Booking Detention Facility (CBDF) for $1.8 million – As soon as the PW is obligated, FEMA and the State will reimburse the County for 87.5% of the actual eligible costs; and

(b) Replacement of the main jail facility for $55 million – Once obligated, and after the environmental analysis is complete, the County will immediately request an "improved" project, per FEMA requirement, because the County is not rebuilding exactly what was lost, then after approval, FEMA and the State will cap their participation at 87.5% of the $55 million, and those funds will be used as partial financing on the new jail facility;

(2) Upon inquiry by Commissioner May, was advised by Ms. Lovoy that the environmental assessment is ongoing and expected to be complete in October, which is compatible with FEMA's timeline; however, FEMA will obligate the initial PW for replacement of the main jail in the next few weeks, the next step is requesting the "improved' project, and then, after the environmental analysis is complete, FEMA will hopefully approve the "improved" project;

(3) Was advised by County Attorney Rogers that counsel to the owners/sellers has provided the County a list of businesses currently located in the shopping center on the property selected as the site for the new jail, and:

(a) The highlighted names on the list have written leases, of which the County has been given copies; however, the written leases have no termination provisions, but do have expected expiration dates;

(b) The remaining names have either month-to-month arrangements or some other easily-dealt-with situation; and

(Continued on Page 3)

AGENDA NUMBER – Continued

3. Continued…

   A. Continued…

      (3) Continued…

         (c) The Board will have to decide whether to require the tenants and any encroachments be cleared from the property prior to the closing date, which would require the seller to either buy-out the leases, relocate the tenants, or otherwise clear them from the property, which is preferable from a legal perspective, or the Board can decide to keep the tenants and inherit the leases; and

   B. Board Direction – None.

   (COMMISSIONER UNDERHILL WAS ABSENT DURING DISCUSSION OF THIS ITEM)

4. Jail Infirmary Upgrade

   A. Board Discussion – The C/W discussed upgrades to the jail infirmary, and was advised by Chip Simmons, Assistant County Administrator, that in addition to the many policy and personnel changes that have already been made to change the culture and climate in the Escambia County Jail, a need for better visibility of ill patients from the cell doors and the nurses' station has been identified; therefore, staff would like to replace the existing walls in the nurses' station with high-grade glass and add the same type of glass in four cell doors, which needs to be done in the near future and cannot wait for construction of the new jail; and

   B. Board Direction – The C/W recommends that the Board move forward with the jail infirmary upgrades, as presented by Chip Simmons, Assistant County Administrator.

      Recommended 4-0, with Commissioner Underhill absent

5. Florida West Update

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, presented by Scott Luth, Florida West, and the C/W:

(1) Was advised by Mr. Luth that:

(a) Business development activity since October 2015 has included:

(1) 24 inquiries by new companies, 8 company visits to the area, and 26 industry visits;

(2) 3 recruitment projects and 8 expansion projects for existing companies that, if all are successful, will bring 1,400 jobs to the community over the next 18 months; and

(3) 19 tenants in the small business incubator, with 3 close to graduating, and 4 more interviewing to see if they are good fits for the incubator program;

(b) The Pensacola Technology Park project is moving into the final design phase for the 70,000 square-foot building on the northwest corner of the Park, with groundbreaking planned for the end of July 2016, and since there are five tenants currently interested in the building, by the time construction begins, the building should be at, or very close to, 100% leased;

(c) VT MAE is building on a 19-acre site at the Pensacola Airport, and with support from FDOT, a 173,000 square-foot building will be built to allow for larger aircraft and more jobs in the community, and the project is currently moving toward 100% design of the building, with ground breaking expected in July/August 2016;

(d) Current workforce development strategies include hosting "in-district" job fairs convenient to residents living in a particular area, helping citizens navigate the on-line application process, assisting companies with hiring development plans, and utilizing programs, such as Pensacola State College's mobile training units to take training to the community;

(Continued on Page 5)

5. Continued…

A. Continued…

(1) Continued…

(e) Florida West conducted an assessment of all Commerce Parks in the area and found some challenges related to those properties, such as:

(1) Of the 34 acres of public land available in the parks; most is 5-6 acres per site, and the largest developed tract is 9 acres, with a utility easement through the middle;

(2) Central Commerce Park has a more than 50-foot elevation grade from the top to the bottom, which is challenging to develop; and

(3) Projects have been lost because there are no existing buildings available and no large sites to build on, with infrastructure in place, at a competitive price; and

(2) Heard comments from Commissioner Barry requesting a simple spreadsheet of employers who have come to the area, or existing companies that have expanded, and the number of jobs created, to be presented at a future C/W Workshop; and

B. Board Direction – None.

6. Advanced Traffic Management System/Intelligent Transportation System (ATMS/ITS) Resolution Discussion

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Escambia-Santa Rosa Regional Advanced Traffic Management System (ATMS)*, presented by Ben Faust, P.E., DRMP, Inc., and the C/W:

(1) Was advised by Mr. Faust that:

(a) DRMP, Inc., is providing oversight and engineering operations for the traffic signal system and monitoring signal timing to maximize travel time and fuel savings benefits, as well as, crash reductions throughout Escambia and Santa Rosa Counties; and, the current antiquated signal operations system is difficult to keep timings current and maintained;

(b) The Florida Department of Transportation (FDOT) funded the Advanced Traffic Management System (ATMS) Phase 1 project to bring some advanced traffic operations controls to the community, which included eighteen signals, to give insight on what the system can bring, and was turned over to the City and the County in January;

(c) The City of Pensacola contracted with Atkins, Inc., to provide a study/concept plan, which is about half complete, for what the ATMS could or should be for the community; at this point, user needs have been defined and existing technologies that are available identified; not complete are the alternatives analysis and discussion of operations maintenance, discussion of the Traffic Management Center (TMC), which would require dedicated staff to monitor and manage traffic, and would cost $750,000 to $1 million to operate, and a recommendation for implementation that will conclude the study, which is expected to be complete by end of summer;

(d) FDOT may be able to fund a project, if one results from the study, in the near term; so consultants have been pushed to develop the idea of a Request for Proposals that could be put out for bid for a design/build project to deploy rapidly, and FDOT has asked that a $25 million project be part of the study's funding scenario;

(Continued on Page 7)

AGENDA NUMBER – Continued

6. Continued…

A. Continued…

(1) Continued…

(e) FDOT is asking the Transportation Planning Organization (TPO) Board to re-prioritize the near-term work program and fund this project; the FDOT District Secretary has dollars for FY17 & FY18 that will need to be allocated and is looking for fundable, shovel-ready projects with good cost/benefit ratios, and one of the benefits of ATMS is a 25% capacity increase, without adding lanes across the network;

(f) FDOT is contracted to the County for maintenance of traffic signals on the State system, which are FDOT-supported by the provision of $3,400 per signal each year; and if the signal has a communications device attached there is an additional $1,400 provided; therefore, the county would receive $1,400 per signal for approximately 350 additional signals; and if the ATMS is built, FDOT would also be asked to help with maintenance and operations of the ATMS equipment, in addition to the terminal equipment at the signals; and

(g) The template Resolution is being distributed to the five agencies that make up the TPO does not define a funding source, is non-binding, and is asking for agreement from the five agencies that it is a good idea to work together with regional partners to help the FDOT build the system; however, FDOT cannot commit funds at this time because they must also follow a competitive process for funds allocation;

(2) Was advised by Bryant Paulk, FDOT Planning Liaison, that FDOT would come back to the Board with an update prior to committing to a design/build project;

(3) Upon inquiry by Commissioner Robertson, was advised by Mr. Paulk that there is a pot of funds for Intelligent Transportation System improvements, but the majority of the funds for this project would be from competition with other "shovel-ready" capacity projects, and there are currently no projects in this area that will be "shovel-ready" in the next 18 months;

(Continued on Page 8)

AGENDA NUMBER – Continued

6. Continued…

   A. Continued…

      (4) Upon inquiry by Commissioner May, was advised by Mr. Paulk that if the Board does not support this Resolution, it will impede FDOT District 3 from competing for those funds because the District Secretary needs to be comfortable that the District's Municipalities and Counties are willing to work together to get the project constructed if and when funds come; and this project was the number one priority on the TPO's list for many years, and was set up so approximately $1.5 million could be set aside each year, this type of project needs a large infusion of funds at the start; and

      (5) Heard Comments from Commissioner Robinson suggesting Mr. Faust and Mr. Paulk meet with individual Commissioners and answer the questions raised by the Board prior to the April 21, 2016, Board Meeting, and the Resolution could come before the Board at that time; and

      (6) Upon inquiry by County Administrator Brown, was advised by Mr. Paulk that the FDOT District 3 Secretary will not require the remainder of the $25 million needed, if there was a shortfall, to come from the existing TPO funds because FDOT would then defer to the TPO priorities as set by the TPO Board members; and

   B. Board Direction – None.

7. Discussion Concerning Forming a Committee to Formulate a Master Plan for a Commerce Park on the OLF8 Property

   A. Board Discussion – The C/W agreed to move this item to the May 10, 2016, or June 9, 2016, C/W Workshop; and

   B. Board Direction – None.

AGENDA NUMBER – Continued

8. In-House Design Update

   A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Design Team Annual Status Report*, presented by Colby Brown, Deputy Public Works Director, who advised the C/W that the in-house design team is complete, new computers and software have been deployed as of March 2016, projected savings for 2017 are estimated at $262,000, and, next, the team will prioritize the County's pending projects and move forward on the less critical in-house and obtain outside services for the more critical to catch up the back log; and

   B. Board Direction – None.

   (COMMISSIONER ROBINSON AND COMMISSIONER MAY WERE ABSENT DURING DISCUSSION OF THIS ITEM)

9. Fritz Field Flyers

   A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Northwest Florida Modelers and Escambia County License Agreement*, presented by Pat Johnson, Solid Waste Department Director, and the C/W:

      (1) Was advised by Mr. Johnson that the Waste Services Department began receiving formal nuisance complaints from the residents of Nature Trail Subdivision in October 2015 concerning unsafe and nuisance flight operations on the part of the Northwest Florida Modelers; and after meeting with Nature Trail residents and viewing evidence of violations of the License Agreement, staff met with the Flyers, who have taken steps to mitigate disturbance to the residents of Nature Trail and comply with the existing License Agreement, which staff feels is still effective without an amendment at this time;

(Continued on Page 10)

AGENDA NUMBER – Continued

9. Continued…

   A. Continued…

      (2) Was advised by David McCartney, Manager of Ferguson Airport, that he is concerned about where the modelers will go if Fritz Field is closed, because with the field open and the potential for mentorship, safe operation, and governance on a daily basis, the model aircraft are not dispersed out in the County, but in one centralized location that is not near an airport or hospital, which is safer for those in the local aviation community; therefore, he is in favor of the Board leaving the License Agreement as it is and working with the governance of the club to make the residents of the neighboring subdivision happy; and

      (3) Heard County Attorney Rogers suggest that the Board leave the License Agreement as is and allow staff to act as a mediator when necessary; and

   B. Board Direction – None.

10. Adjourn

    Vice Chairman Robertson declared the C/W Workshop adjourned at 12:05 p.m.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10124 **Growth Management Report** **12. 1.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 05/05/2016
Issue: 5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 7 of the Escambia County 2030 Comprehensive Plan - CPA-2016-01
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 7 of the Escambia County 2030 Comprehensive Plan - CPA-2016-01

That the Board of County Commissioners (BCC) review and transmit to the Department of Economic Opportunity (DEO), an Ordinance amending the 2030 Comprehensive Plan, Chapter 7, Policy FLU 1.3.1, Future Land Use categories, to allow limited agriculture in Mixed-Use Urban and Mixed-Use Suburban FLU categories.

BACKGROUND:

Currently, the Mixed-Use Urban and Mixed-Use Suburban FLU categories do not have an option for agriculture uses regardless of zoning categories or acreage. This change would allow for limited agricultural uses as permitted by the underlying zoning districts.

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 Comprehensive Plan, will be reviewed by the Department of Economic Opportunity upon transmittal from the BCC.

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

Attachments

Draft Ordinance

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: CPA-2016-01 (Limited Agriculture)

Date: 03/07/2016

Date requested back by: 03/10/2016

Requested by: Andrew Holmer

Phone Number: 595-3466

(LEGAL USE ONLY)

Legal Review by Kerra A. Smith

Date Received: 3/7/16

✓ Approved as to form and legal sufficiency. no modified LDRs

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER 2016-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "FUTURE LAND USE ELEMENT", POLICY FLU 1.3.1, "FUTURE LAND USE CATEGORIES" TO ADD LIMITED AGRICULTURAL USES IN THE FUTURE LAND USE CATEGORIES MIXED-USE SUBURBAN (MU-S) AND MIXED-USE URBAN (MU-U); PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, the Escambia County Board of County Commissioners adopted the Escambia County Comprehensive Plan: 2030 (Comprehensive Plan) on April 29, 2014; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida, to prepare, amend and enforce comprehensive plans for the development of the County; and

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

Section 1. Part II of the Escambia County Code of Ordinances, the Comprehensive Plan 2030, Chapter 7, "Future Land Use Element", Policy FLU 1.3.1 "Future Land Use Categories" is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

FLU 1.3.1 Future Land Use Categories. General descriptions, range of allowable uses, and residential densities and non-residential intensities for all future land use categories in Escambia County are outlined in below.

FLUM Mixed-Use Suburban (MU-S)

General Description: Intended for a mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses.

Range of Allowable Uses: Residential, retail services, professional office, recreational facilities, public and civic~~.~~, limited agriculture.

Standards:
Residential Minimum Density: 2 du/acre
Maximum Density: 25 du/acre

Non-Residential Minimum Intensity: None
Maximum Intensity: 1.0 Floor Area Ratio (FAR)

Escambia County intends to achieve the following mix of land uses for new development within ¼ mile of arterial roadways or transit corridors by 2030:

a) Residential 8% to 25%
b) Public/Rec/Inst. 5% to 20%
c) Non-Residential:
Retail Service-30% to 50%
Office-25% to 50%

In areas beyond ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated:

a) Residential 70% to 85%
b) Public/Rec/Inst. 10% to 25%
c) Non-Residential 5% to 10%

FLUM Mixed-Use Urban (MU-U)

General Description: Intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole.

Range of Allowable Uses: Residential, retail and services, professional office, light industrial, recreational facilities, public and civic~~.~~, limited agriculture.

Standards:
Residential Minimum Density: 3.5 du/acre
Maximum Density: 25 du/acre
Non-Residential Minimum Intensity: 0.25 Floor Area Ration (FAR)
Maximum Intensity: 2.0 Floor Area Ratio (FAR)

Escambia County intends to achieve the following mix of land uses for new development within a ¼ mile of arterial roadways or transit corridors by 2030:

a) Residential 8% to 25%
b) Public/Rec/Inst. 5% to 20%
c) Non-Residential:
Retail/Service 30% to 50%
Office 25% to 50%
Light Industrial 5% to 10%

In areas beyond ¼ mile of arterial roadways or transit corridors, the following mix of land

uses is anticipated:

a) Residential 70% to 85%
b) Public/Rec/Inst. 10% to 25%
c) Non-Residential 5% to 10%

Section 2. Severability.

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

Section 3. Inclusion in the code.

The Board of County Commissioners intends that the provisions of this ordinance will be codified as required by Section 125.68, Florida Statutes, and that the sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word of phrase in order to accomplish its intentions.

Section 4. Effective date.

Pursuant to Section 163.3184(3)(c)(4), Florida Statutes (2015), this ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the ordinance to be in compliance.

DONE AND ENACTED this ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Grover C. Robinson IV, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____ Date Executed: _____
Deputy Clerk

(SEAL)

DRAFT

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10125 **Growth Management Report** **12. 2.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 05/05/2016
Issue: 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3, Article 2, Section 3-2.11 of the Land Development Code
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3, Article 2, Section 3-2.11 of the Land Development Code

That the Board of County Commissioners (BCC) drop from consideration, at this time, Option 1 and 2 Ordinances amending the Land Development Code (LDC) Chapter 3, Article 2, Section 3-2.11, "Heavy Commercial and Light Industrial District (HC/LI)," to add criteria for temporary sales of automobiles as a permitted use in HC/LI. On April 5, 2016, the Planning Board voted to delay action on this Ordinance until they had more information so that they could make a better informed decision.

BACKGROUND:

At the March 8, 2016, Committee of the Whole meeting, staff was directed to prepare an ordinance permitting temporary sales of automobiles when conducted by a licensed dealership with a permanent sales location within the 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 by the Development Services Department, in cooperation with the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance Option 1

Draft Ordinance Option 2

ORDINANCE NUMBER 2016-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED, AMENDING CHAPTER 3, ARTICLE 2, SECTION 3-2.11 "HEAVY COMMERICAL AND LIGHT INDUSTRIAL DISTRICT (HCLI)," TO ADD CRITERIA FOR TEMPORARY SALES OF AUTOMOBILES AS A PERMITTED USE IN HCLI; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Board of County Commissioners finds that establishing criteria for temporary sales of automobiles promotes these interests and serves an important public purpose;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County that the following regulation is hereby adopted.

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Article 2, Section 3-2.11. "Heavy Commercial and Light Industrial district (HCLI)," subsection (b) "Permitted uses," is hereby amended as follows:

Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).

(b) Permitted uses. Permitted uses within the HC/LI district are limited to the following:

(1) Residential. Any residential uses if outside of the Industrial (I) future land use category and part of a predominantly commercial development, excluding new or expanded manufactured (mobile) home parks and subdivisions. See also conditional uses in this district.

(2) Retail sales. Retail sales, including sales of alcoholic beverages, sales of automotive fuels, and sales of new and used automobiles, motorcycles, boats, and manufactured (mobile) homes. Temporary sales of automobiles are permitted when conducted by a licensed dealership with a permanent sales location within the County.

DRAFT

(3) Retail services.

a. Car washes, automatic or manual, full service or self-serve.

b. Child care facilities.

c. Hotels, motels and all other public lodging, including boarding and rooming houses.

d. Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners and tattoo parlors.

e. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.

f. Rental of automobiles, trucks, utility trailers and recreational vehicles.

g. Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, and major motor vehicle and boat service and repair, but excluding outdoor work or storage.

h. Restaurants and brewpubs, including on-premises consumption of alcoholic beverages, drive-in and drive-through service, and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales. The parcel boundary of any restaurant or brewpub with drive-in or drive- through service shall be at least 200 feet from any LDR or MDR zoning district unless separated by a 50-foot or wider street right-of-way.

i. Taxi and limousine services.

See also conditional uses in this district.

(4) Public and civic.

a. Broadcast stations with satellite dishes and antennas, including towers.

b. Cemeteries, including family cemeteries.

c. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.

d. Educational facilities, including preschools, K-12, colleges, and vocational schools.

e. Emergency service facilities, including law enforcement, fire fighting, and medical assistance.

f. Funeral establishments.

g. Homeless shelters.

h. Hospitals.

i. Offices for government agencies or public utilities.

j. Places of worship.

DRAFT

k. Public utility structures, including telecommunications towers, but excluding industrial uses not otherwise permitted.

See also conditional uses in this district.
(Ord. No. 2015-24, § 1, 7-7-15)

(5) Recreation and entertainment.

a. Commercial entertainment facilities, indoor or outdoor, including movie theatres, amusement parks, and stadiums, but excluding motorsports facilities. Carnival-type amusements shall be at least 500 feet from any residential district. Bars, nightclubs, and adult entertainment are prohibited in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning.

b. Commercial recreation facilities, passive or active, including those for walking, hiking, bicycling, camping, recreational vehicles, swimming, skateboarding, bowling, court games, field sports, and golf, but excluding off-highway vehicle uses and outdoor shooting ranges. Campgrounds and recreational vehicle parks require a minimum lot area of five acres.

c. Marinas, private and commercial.

d. Parks, with or without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

(6) Industrial and related.

a. Light industrial uses, including research and development, printing and binding, distribution and wholesale warehousing, and manufacturing, all completely within the confines of buildings and without adverse off-site impacts.

b. Marinas, industrial.

c. Microbreweries, microdistilleries, and microwineries, except in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning.

See also conditional uses in this district.

(7) Agricultural and related.

a. Food produced primarily for personal consumption by the producer, but no farm animals.

b. Nurseries and garden centers, including adjoining outdoor storage or display of plants.

c. Veterinary clinics, excluding outside kennels.

See also conditional uses in this district.

(8) Other uses.

DRAFT

a. Billboards structures, excluding areas zoned ID-CP, GBD, or GID prior to adoption of HC/LI zoning.

b. Building or construction trades shops and warehouses, including on-site outside storage.

c. Bus leasing and rental facilities.

d. Deposit boxes for donation of used items when placed as an accessory structure on the site of a charitable organization.

e. Outdoor adjacent display of plants by garden shops and nurseries.

f. Outdoor sales.

g. Outdoor storage of trailered boats and operable recreational vehicles, excluding repair, overhaul or salvage activities.

h. Parking garages and lots, commercial.

i. Sales and outdoor display of prefabricated storage sheds.

j. Self-storage facilities, including vehicle rental as an accessory use.

Section 2. Severability.

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

Section 3. Inclusion in the code.

The Board of County Commissioners intends that the provisions of this ordinance will be codified as required by Section 125.68, Florida Statutes (2015), and that the sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word of phrase in order to accomplish its intentions.

INTENTIONALLY LEFT BLANK

DRAFT

Section 4. **Effective date.**

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

DONE AND ENACTED this ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____ Date Executed: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

ORDINANCE NUMBER 2016-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED, AMENDING CHAPTER 3, ARTICLE 2, SECTION 3-2.11 "HEAVY COMMERICAL AND LIGHT INDUSTRIAL DISTRICT (HCLI)," TO ADD CRITERIA FOR TEMPORARY SALES OF AUTOMOBILES AS A PERMITTED USE IN HCLI; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Board of County Commissioners finds that establishing criteria for temporary sales of automobiles promotes these interests and serves an important public purpose;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County that the following regulation is hereby adopted.

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Article 2, Section 3-2.11. "Heavy Commercial and Light Industrial district (HCLI)," subsection (b) "Permitted uses," is hereby amended as follows:

Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).

(b) Permitted uses. Permitted uses within the HC/LI district are limited to the following:

(1) Residential. Any residential uses if outside of the Industrial (I) future land use category and part of a predominantly commercial development, excluding new or expanded manufactured (mobile) home parks and subdivisions. See also conditional uses in this district.

(2) Retail sales. Retail sales, including sales of alcoholic beverages, sales of automotive fuels, and sales of new and used automobiles, motorcycles, boats, and manufactured (mobile) homes. Temporary sales of automobiles are permitted when conducted by a licensed dealership with a permanent sales location within the County or with a County temporary land use certificate issued by the Development Services Department.

(3) Retail services.

a. Car washes, automatic or manual, full service or self-serve.

b. Child care facilities.

c. Hotels, motels and all other public lodging, including boarding and rooming houses.

d. Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners and tattoo parlors.

e. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.

f. Rental of automobiles, trucks, utility trailers and recreational vehicles.

g. Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, and major motor vehicle and boat service and repair, but excluding outdoor work or storage.

h. Restaurants and brewpubs, including on-premises consumption of alcoholic beverages, drive-in and drive-through service, and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales. The parcel boundary of any restaurant or brewpub with drive-in or drive- through service shall be at least 200 feet from any LDR or MDR zoning district unless separated by a 50-foot or wider street right-of-way.

i. Taxi and limousine services.

See also conditional uses in this district.

(4) Public and civic.

a. Broadcast stations with satellite dishes and antennas, including towers.

b. Cemeteries, including family cemeteries.

c. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.

d. Educational facilities, including preschools, K-12, colleges, and vocational schools.

e. Emergency service facilities, including law enforcement, fire fighting, and medical assistance.

f. Funeral establishments.

g. Homeless shelters.

h. Hospitals.

i. Offices for government agencies or public utilities.

j. Places of worship.

DRAFT

k. Public utility structures, including telecommunications towers, but excluding industrial uses not otherwise permitted.

See also conditional uses in this district.
(Ord. No. 2015-24, § 1, 7-7-15)

(5) Recreation and entertainment.

a. Commercial entertainment facilities, indoor or outdoor, including movie theatres, amusement parks, and stadiums, but excluding motorsports facilities. Carnival-type amusements shall be at least 500 feet from any residential district. Bars, nightclubs, and adult entertainment are prohibited in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning.

b. Commercial recreation facilities, passive or active, including those for walking, hiking, bicycling, camping, recreational vehicles, swimming, skateboarding, bowling, court games, field sports, and golf, but excluding off-highway vehicle uses and outdoor shooting ranges. Campgrounds and recreational vehicle parks require a minimum lot area of five acres.

c. Marinas, private and commercial.

d. Parks, with or without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

(6) Industrial and related.

a. Light industrial uses, including research and development, printing and binding, distribution and wholesale warehousing, and manufacturing, all completely within the confines of buildings and without adverse off-site impacts.

b. Marinas, industrial.

c. Microbreweries, microdistilleries, and microwineries, except in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning.

See also conditional uses in this district.

(7) Agricultural and related.

a. Food produced primarily for personal consumption by the producer, but no farm animals.

b. Nurseries and garden centers, including adjoining outdoor storage or display of plants.

c. Veterinary clinics, excluding outside kennels.

See also conditional uses in this district.

(8) Other uses.

DRAFT

a. Billboards structures, excluding areas zoned ID-CP, GBD, or GID prior to adoption of HC/LI zoning.

b. Building or construction trades shops and warehouses, including on-site outside storage.

c. Bus leasing and rental facilities.

d. Deposit boxes for donation of used items when placed as an accessory structure on the site of a charitable organization.

e. Outdoor adjacent display of plants by garden shops and nurseries.

f. Outdoor sales.

g. Outdoor storage of trailered boats and operable recreational vehicles, excluding repair, overhaul or salvage activities.

h. Parking garages and lots, commercial.

i. Sales and outdoor display of prefabricated storage sheds.

j. Self-storage facilities, including vehicle rental as an accessory use.

Section 2. Severability.

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

Section 3. Inclusion in the code.

The Board of County Commissioners intends that the provisions of this ordinance will be codified as required by Section 125.68, Florida Statutes (2015), and that the sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word of phrase in order to accomplish its intentions.

INTENTIONALLY LEFT BLANK

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Section 4. **Effective date.**

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

DONE AND ENACTED this ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____ Date Executed: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10080 **Growth Management Report** **12. 3.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 05/05/2016
Issue: 5:47 p.m. - A Public Hearing to Review an Ordinance Amending Chapter 5 and Design Standards Manual Chapter 1 of the Land Development Code
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 5, General Development Standards and DSM Chapter 1, Engineering, of the Escambia County Land Development Code

That the Board of County Commissioners (BCC) review and adopt, an Ordinance amending the Escambia County Land Development Code (LDC), Chapter 5, General Development Standards, to modify standards for subdivision design and maintenance, stormwater management systems, minimum design standards for streets and access, traffic control, and parking and loading, and Design Standards Manual (DSM) Chapter 1, Engineering, concerning design standards for stormwater ponds and impounds, transportation, and parking; establishing Section 1-1.4 in the Manual concerning standards for pond slopes, fencing and maintenance access.

At the April 5, 2016, Planning Board meeting, the Board recommended approval with changes.

BACKGROUND:

On April 16, 2015, the BCC repealed and replaced the LDC. The Design Standards Manual (DSM) is located within the LDC and includes technical and environmental design standards. A seven member Professional Advisory Committee (PAC) meets to review proposed changes to the manual and make recommendations to the BCC.

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

Attachments

Draft Ordinance

Clean Ordinance

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: DSM exhibits w changes from PB

Date: 04/05/16

Date requested back by: 04/12/16- for May 5th BCC

Requested by: Allyson Cain

Phone Number: _____

(LEGAL USE ONLY)

Legal Review by Kena A. Smith

Date Received: 4/13/16

✓ Approved as to form and legal sufficiency. KAS

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER 2016-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED, AMENDING CHAPTER 5, GENERAL DEVELOPMENT STANDARDS, SECTIONS 5-3.3, 5-4.5, 5-5.2, 5-5.5, 5-6.2, 5-6.3, AND 5-6.4 TO MODIFY STANDARDS FOR SUBDIVISION DESIGN AND MAINTENANCE, STORMWATER MANAGEMENT SYSTEMS, MINIMUM DESIGN STANDARDS FOR STREETS AND ACCESS, TRAFFIC CONTROL, AND PARKING AND LOADING; AMENDING THE DESIGN STANDARDS MANUAL, CHAPTER 1, ENGINEERING, SECTIONS 1-1.3. 1-1.7, 2-1, 2-1.6, 2-2.3, 3-1.1, 3-1.3, AND 3-1.4 CONCERNING DESIGN STANDARDS FOR STORMWATER PONDS AND IMPOUNDS, TRANSPORTATION, AND PARKING; ESTABLISHING SECTION 1-1.4 IN THE MANUAL CONCERNING STANDARDS FOR POND SLOPES, FENCING AND MAINTENANCE ACCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS,

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County that the following regulation is hereby adopted.

Section 1. Part III of the Escambia County code of Ordinances, the Land Development Code of Escambia County, Chapter 5, General Development Standards, Sections 5-3.3, 5-4.5, 5-5.2, 5-5.5, 5-6.2, 5-6.3, and 5-6.4, are hereby amended as shown in attached Exhibit A, (words underlined are additions and words ~~stricken~~ are deletions), which is incorporated herein by reference.

Section 2. Part III of the Escambia County code of Ordinances, the Land Development Code of Escambia County, Design Standards Manual, Chapter 1, Engineering, Sections 1-1.3. 1-1.7, 2-1, 2-1.6, 2-2.3, 3-1.1, 3-1.3, and 3-1.4 are hereby amended as shown in attached Exhibit B, (words underlined are additions and words ~~stricken~~ are deletions), which is incorporated herein by reference.

Section 3. Part III of the Escambia County code of Ordinances, the Land Development Code of Escambia County, Design Standards Manual, Chapter 1, Engineering, Section1-1.4, Pond Slopes, Fencing, and Maintenance Access is hereby created as shown in attached Exhibit B (words underlined are additions and words ~~stricken~~ are deletions), which is incorporated herein by reference.

Section 4. Severability.

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

Section 5. Inclusion in the code.

The Board of County Commissioners intends that the provisions of this ordinance will be codified as required by Section 125.68, Florida Statutes (2015), and that the sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word of phrase in order to accomplish its intentions.

Section 6. Effective date.

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

DONE AND ENACTED this ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____ Date Executed: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

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LDC Chapter 5 General Development Standards

Article 3- Division of Land

Sec. 5-3.3 Subdivision design and maintenance.

(a) Professional design. A subdivision developer shall retain the services of a Florida-registered professional engineer to prepare construction plans and specifications in compliance with the subdivision design standards in this article and as it relates in the DSM, other applicable provisions of the LDC, and the *General Paving and Drainage Technical Specifications* of the county. All construction plans shall include applicable details taken from the county's standard detail sheets available from the County Engineer.

(b) Improvements and facilities. A subdivision developer shall ensure the installation of the improvements and the facilities remain at or are constructed to the prescribed standards and at no expense to the county; paved roads, stormwater management, and other necessary improvements and facilities

(c) Public access. A subdivision developer shall provide adequate public paved access to the tract to be subdivided, including all necessary paved roads, ditches and rights-of-way, and drainage structures. The access shall lead to an established and publicly maintained street. The developer shall **prepare the** necessary deeds, agreements, and easements for the access and shall attempt to acquire such rights of easements. At the option of the applicant, the county may assist in the acquisition of such easements when the acquisition is in the public interest, governmental action is necessary to acquire the property, and the developer advances all costs and expenses incurred by the county in taking such an action.

(d) Innovations. Innovations in the design and construction of subdivision improvements are encouraged. Such innovations shall be approved by the county if determined by the County Engineer to achieve the relevant and appropriate criteria or standards for subdivision improvements and if the deve**l**oper warrants the improvements as required by the LDC. The developer may also be required to post additional negotiated financial surety based on the estimated costs of the total project improvements.

(e) Lots and blocks. The lots of a subdivision shall comply with the requirements of the applicable zoning district. Lots and blocks shall comply as per the Chapter 3 of the LDC.

(f) Subdivision name. The proposed name of a subdivision shall not duplicate, or too closely approximate phonetically, the name of any other subdivision in the county except when the subdivision is an additional unit or section of another subdivision by the same applicant or his successors in title.

(g) Monuments. The subdivision developer shall place Permanent Reference Monuments (PRMs) and Permanent Control Points (PCPs) as required by Florida Statutes (Ch. 177).

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Medians and entrance signs. Medians within subdivision streets shall be privately owned and maintained. Signs may be installed at subdivisions' entrances in compliance with the standards of Article 8 of this chapter if placed within medians or other privately owned land platted within the subdivision. Where medians or other entrance sign parcels are platted, the plat shall provide that each person ultimately owning land in the subdivision shall own an undivided part interest in the median and sign parcels, whether or not the interest is noted in the instrument conveying ownership of the subdivision. This requirement shall be included in any restrictive covenants of the subdivision.

The developer shall note on the plat that ownership of entrance signs and medians and other entrance sign parcels is vested in a homeowner's association having the obligation to assess fees for the maintenance of the signs and land as well as for payment of property taxes pertaining to the land. Each person owning land within the subdivision shall be deemed to agree that the failure of the homeowner's association to maintain the signs or land or to pay taxes on the land shall cause the signs and land to revert to the undivided ownership of the persons owning land within the subdivision, whether or not a reversionary clause is noted in the instrument conveying ownership of subdivision land.

(h) Areas with high water tables. Development of residential subdivisions in areas with high water tables shall comply with the requirements provided in the DSM Chapter 1 Roadway Design section.

(i) Infrastructure.

(1) Stormwater management. For any subdivision, the developer shall provide an adequate stormwater management system, including for erosion control, in compliance with the concurrency management stormwater management standards of this chapter and DSM Chapter 1, Stormwater Article.

(2) Streets and access. For any subdivision, the developer shall provide an adequate street network, including access, in compliance with the monitoring management and street and access standards of this chapter and DSM Chapter 1, Transportation Article.

(3) Underground utilities. The developer is encouraged to place all subdivision utilities underground. In the event that underground utilities are provided, a gross density bonus of 10% (if allowed by the density limit of the applicable FLU) or a reduction in the minimum lot width of 10% shall be granted by the Planning Official upon the developer's request.

(4) Utility street crossings. See DSM Chapter 1, Street Layout section for details regarding utility street crossings.

(5) Street lights. The developer is encouraged to install street lights. A street lighting district may be established through the BCC for the installation, operation, and/or maintenance of lights according to the street lighting municipal services benefits units (MSBU) provisions of Chapter 70, *Local Public Improvements,* Part I, Escambia County Code of Ordinances.

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Easements. Drainage easements and rights-of-way shall comply with the stormwater management provisions of this chapter and DSM, Chapter 1, Stormwater Management Systems - Conveyance Systems section and Chapter 2, Roadway Design - Minimum Right-of-way widths section.

(7) Water supply and sewerage. The subdivision developer shall maintain a valid, unexpired reservation of capacity for water and/or sewer service from the provider whose franchise area serves the subject property. Letters of capacity executed by the service provider shall be provided, and such letters or forms shall constitute documentation of reservation of capacity. No central private wastewater collection systems shall be proposed or expanded. All proposed sewer collection systems will require approval and acceptance by the local utility authority. If a low pressure sewer system is proposed, all items relating to the system, excluding the collector force main, shall be located on private property. Anything located within a public or private right of way shall be owned and maintained by the local utility authority(consistent with the provider's appurtenance ownership limitations).

(8) Provisions shall be made for the installation of fire hydrants and comply with the following:

a. No residence in any subdivision shall be more than 500 feet from a fire hydrant on a six-inch water line. Locations of fire hydrants shall be noted on the subdivision construction plans; or

b. Where a four-inch water line is located at the entrance to a new subdivision, the developer shall be required to install a six-inch waterline within the new subdivision with flush hydrants so that they can be replaced with fire hydrants when service at the entrance becomes adequate.

c. If public or community water systems service is not available or the existing water line is less than four inches, the developer shall install a six-inch waterline with stub-outs for fire hydrants unless the engineer of record finds the larger main size to be detrimental to the water quality in the development.

(j) Public dedication. The county encourages developers of residential subdivisions to request the dedication of subdivision streets and stormwater management systems to the county, but those facilities may alternatively be dedicated to one or more owners of property within the subdivision. If the dedication of subdivision streets and stormwater management systems for public ownership and maintenance is proposed, the following conditions apply:

(1) Compliance. The facilities shall be designed and constructed in compliance with the standards of this chapter.

(2) All facilities. The streets will not be accepted without the stormwater management system or the stormwater management system without the streets. The facilities shall be dedicated in their entirety to the county.

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(3) Permitting. The facilities will not be accepted without appropriate permitting of those facilities from all applicable local, state, and federal agencies, or proof of exemption.

~~**(4) Lift stations.** No central private wastewater lift stations shall be proposed.~~

Sec. 5-4.5 Stormwater management systems.

(a) General design and construction. The installation of all stormwater management facilities made necessary by new development, according to the provisions of this article, is the responsibility of the developer, including all necessary ditches, canals, greenbelts, outfalls, bridges, retention or detention structures, flow attenuation devices, etc. The general design and construction of all stormwater management systems shall be as indicated in the *DSM* Chapter 1, Stormwater Article and achieve the following objectives:

(1) Comply with regulations.

(2) Protect adjacent property.

(3) Incorporate upland runoff.

(4) Reduce pollution.

(5) Prevent hazards.

(6) Encourage regional stormwater management system.

(b) Resource protection. All stormwater management systems shall be designed and constructed to protect natural resources as per State requirements.

(c) System maintenance.

(1) General. All stormwater management facilities shall be designed for a minimum 50-year life (where standards are available) have low maintenance costs, and have easy legal access for periodic maintenance.

(2) Maintenance entity. Stormwater management systems shall be maintained by the owner, except where the county selects certain systems for county maintenance. All areas and/or structures to be maintained by the county must be dedicated to the county by plat or separate instrument and accepted by the BCC. Systems to be maintained by the owner shall ~~nevertheless~~ have adequate easements to permit the county right-of-entry to inspect and, if necessary, take corrective action if the owner fails to maintain the system. In addition, the owner shall submit a copy of any outside agency inspections and/or reports for the County to evaluate in accordance with the County's MS4. ~~When~~ If the owner fails to maintain his system, the county shall give the owner written notice of the nature of corrective action required. If the owner fails to take corrective action within 30 days from the date of the notice, the county may take the necessary corrective action, including placement of a lien on all property of the owner to recover the costs thereof.

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Sec. 5-5.2 General provisions.

(a) Approval required. The design and construction of streets and driveways requires prior county review and approval for compliance with the standards of this article, unless such travel and access ways are specifically identified in the LDC as exempt from these standards.

(b) Minimum design standards. All streets and driveways shall be designed and constructed according to the design standards in the most recent edition of *A Policy on Geometric Design of Highways and Streets*, American Association of State Highway Transportation Officials (AASHTO), the *Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways* ("Florida Greenbook"), Florida Department of Transportation (FDOT), *Public Rights-of-Way Accessibility Guidelines*, United States Access Board; *Florida Accessibility Code for Building Construction*; and the *General Paving and Drainage Technical Specifications* of ~~the~~ Escambia C~~c~~ounty. All traffic control devices shall be designed and installed according to the most recent editions of the *Manual on Uniform Traffic Control Devices*, U.S. Department of Transportation, and *Roadway and Traffic Design Standards*, FDOT. Where any of these standards are in conflict, the more restrictive requirement or the one imposing the higher standard shall prevail unless otherwise specifically allowed by the County Engineer.

(c) Modification of standards. Variances to the strict application of the standards of this article are not available from the Planning Official, BOA or SRIA. Where the provisions of this article specifically allow, the County Engineer has discretion within the accepted standards of engineering practice to allow modifications that maintain the stated purposes of the article.

Sec. 5-5.5 Traffic Control.

(a) Controls required. Site plans, subdivision construction plans, and other development approvals shall require the reasonable placement of traffic control signs, pavement markings, traffic signals, and other traffic control devices along any street, at any driveway, or within any development, as detailed by the *DSM*.

(b) Traffic signals. *DSM Chapter 1, Access Management - Traffic Control section* contains information regarding the assignment of responsibility for traffic signals. The *DSM* also contains including provisions for signal study, construction costs' responsibility, and optional signal criteria.

(c) Turn restrictions. See *DSM Chapter 1, Access Management - Traffic Control section* for details.

(d) Median openings. See *DSM Chapter 1, Access Management - Traffic Control section* for details.

(e) Turn lanes. The developer shall construct right and/or left turn lanes on a county roadway to serve any turning movement entering a development when the estimated volume of such movement is 60 or more vehicles during any peak hour. Such turn lanes shall be provided by the developer at no cost to the county and meet all county standards. Such turn lanes shall be provided by the developer at no cost to the

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county and meet all county standards as indicated in the DSM. *DSM Chapter* 1, Access Management - Traffic Control section provides design criteria for turn lanes on county roads and deceleration lanes.

Article 6 Parking and Loading

Sec. 5-6.2 General provisions.

(a) Approval required. Any land use or development activity that establishes or increases a variable that is determinative of vehicle parking demand (e.g., floor area, dwelling units, seats, etc.) requires prior county review and approval for compliance with the standards of this article unless the use or activity is specifically identified in the LDC as exempt from these standards. The standards apply to both ground-level parking and multi-level parking structures.

(b) Minimum design standards. All parking and loading shall be designed and constructed according to the design standards in the most recent editions of *A Policy on Geometric Design of Highways and Streets*, American Association of State Highway Transportation Officials (AASHTO); the *Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways* ("Florida Greenbook"), Florida Department of Transportation (FDOT); *Public Rights-of-Way Accessibility Guidelines*, United States Access Board; *Florida Accessibility Code for Building Construction*; and the *General Paving and Drainage Technical Specifications* of Escambia County. All traffic control devices shall be designed and installed according to the most recent editions of the *Manual on Uniform Traffic Control Devices*, U.S. Department of Transportation, and *Roadway and Traffic Design Standards*, FDOT. Where any of these standards are in conflict, the more restrictive requirement or the one imposing the higher standard shall prevail unless otherwise specifically allowed by the County Engineer.

~~**(b)**~~**(c) ~~Modification of standards~~. Variances.** Variances to the strict application of the parking and loading standards of this article are not available from the Planning Official, BOA, or SRIA. Where the provisions of this article specifically allow, the County Engineer has discretion within accepted standards of engineering practice to allow modifications that maintain the stated purposes of the article.~~Variances to the strict application of the standards of this article may be granted according to the applicable variance criteria and compliance review processes of Chapter 2 if such modifications maintain the stated purposes of this article and are not otherwise excluded by its provisions. Any modifications to these parking and loading standards shall be guided by published professional architectural, engineering, or planning design standards.~~

~~**(c)**~~**(d) Handicap spaces.** Handicap parking spaces shall be provided for uses as part of the total number of off-street spaces required by this article according to the latest edition of the *Florida Accessibility Code for Building Construction*. Handicap parking is not eligible for any modifications that are not otherwise allowed in the prevailing accessibility standards.

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~~(d)~~(e) **Use of required areas.** Required off-street parking and loading areas are to be used solely for the parking of licensed motor vehicles in operating condition. Only spaces in excess of the spaces required by this article may be used for display or storage and only in compliance with the provisions of Chapter 4.

~~(e)~~(f) **Tree preservation.** The number of required parking spaces may be reduced as necessary to more effectively preserve protected trees.

~~**(f) Nonconformance.**~~

Sec. 5-6.3 Parking demand.

~~**Quantity**~~**.** See *DSM Chapter* 1, Parking and Loading - Parking Demand section for details regarding the determination of the number of parking spaces for development. Other details regarding parking include computation of parking spaces, information regarding increase and reduction of parking spaces, and computation of parking spaces for unlisted uses. Furthermore, ineligible spaces details are also provided in the *DSM*.

Sec. 5-6.4 Stall and aisle design.

General. The design and arrangement of parking stalls and drive aisles shall comply with the standards provided in the DSM, except that parking for single-family and two-family dwellings need only comply with the minimum stall dimensions. In addition, criteria and guidelines regarding turnarounds, encroachment, delineation, traffic control, pedestrian entrances, surface materials, and drive-through stacking will be provided in ~~thuds~~*in the DSM*.

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Design Standards Manual Chapter 1, Engineering

Article 1, Stormwater

1-1.3 Stormwater Ponds and Impoundments

All stormwater ponds or impoundments shall comply with the design standards provided in the Environmental Resource Permitting Applicants Handbook, Volume II, Florida Department of Environmental Protection and Northwest Florida Water Management District.

~~(**a) Pond Slopes~~

~~All ponds - It is encouraged that the banks of detention and retention areas slope at a gentle grade into the water as a safeguard against accidents, to encourage the growth of vegetation,and to allow alternate flooding and exposure of areas along the shore as water levels change.~~

~~Detention and retention basins, designed to impound more than two feet of water, must contain side slopes that are no steeper than 4:1 (horizontal to vertical) out to a depth of twofeet below the control elevation. Alternatively, the basins can be fenced with a perimeter fence to restrict public access if any slopes are designed to be steeper due to space limitations or other constraints.~~

~~Ponds to be dedicated to the county - Ponds for public dedication require, "Side slopes no steeper than 3:1 (horizontal to vertical). If side slopes are steeper than 4:1, then the basins shall be fenced with a six-foot high chain link perimeter fence.~~

~~**(b) Maintenance Access**~~

~~All proposed stormwater ponds or impoundments that are to be dedicated to the county for ownership and maintenance shall provide adequate access.~~

~~1. Access requirements shall include a minimum width of 15 feet to the detention and retention/detention area and shall have a minimum 14 foot wide access gate, as necessary. The access road to the retention/detention structure shall be unobstructed and shall be a minimum of 12 feet wide, constructed of graded aggregate a minimum of 5" thick, and underlain with geotextile fabric.~~

~~2. Retention/Detention structures (wet ponds) - Adequate access for maintenance purposes, shall include a minimum width of 15 feet for access around the perimeter of the retention area.~~

~~3. Detention structures (dry ponds) -A ramp for access to the bottom of the retention area for maintenance equipment shall be required with a slope not to exceed 6:1. The access ramp shall be a minimum of 12 feet wide, constructed of graded aggregate a minimum of 5" thick, and underlain with geotextile fabric. Also, the entire bank slope, from the bottom of the pond to a point three feet beyond the bank line, shall be sodded.~~

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Sec. 1-1.4 Pond Slopes, Fencing, and Maintenance Access

All ponds - Retention and detention sides shall slope at a gentle grade into the water as a safeguard against accidents, to encourage the growth of vegetation, allow for proper maintenance, and to allow alternate flooding and exposure of areas along the shore as water levels change.

(a) Residential Subdivisions (private and public)

(1) Side slopes

- **a.** Wet ponds - When unfenced, side slopes shall not be steeper than 4:1 (horizontal to vertical) out to a depth of two (2) feet below the control elevation. When fenced, side slopes shall not be steeper than 3:1 out to a depth of two feet below the control elevation.
- **b.** Dry ponds - Side slopes may not be steeper than 3:1, and must be fenced when steeper than 4:1 (horizontal to vertical).

(2) Fencing - The required fence shall be six (6) feet high chain link meeting County technical specifications[1] and be installed along the perimeter of the pond parcel. Privacy fencing, or other fencing, may be used to supplement screening to the chain link fence provided it is located within a private fence easement and offset by a minimum of five (5) feet from the chain link fence for maintenance.

(3) Stabilization

- **a.** Wet ponds - Wet ponds shall be stabilized in solid sod above the permanent pool elevation, unless stabilization is obtained through incorporation of ~~a~~ littoral plantings.
- **b.** Dry Ponds - Side slopes shall be solid sod from the bottom to three (3) feet beyond the top of bank

(4) Maintenance access shall meet the following criteria:

- **a.** Unobstructed access with a minimum width of fifteen (15) feet to the wet/dry pond area constructed of graded aggregate a minimum twelve (12) feet wide, no steeper than 6:1 (horizontal to vertical) at least five (5) inches thick, and underlain with pervious geotextile fabric.
- **b.** A concrete driveway from the roadway meeting County standards
- **c.** Minimum fourteen (14) feet wide, six (6) feet tall double access gate at the pond parcel boundary line.
- **d.** Dry ponds shall include a minimum twelve (12) feet wide access road into the bottom of the retention/detention basin no steeper than 6:1. The access shall be unobstructed and constructed of graded aggregate a minimum of five (5) inches thick, and underlain with pervious geotextile fabric.
- **e.** Wet ponds shall have a minimum fifteen (15) feet wide access route around the top bank perimeter of the retention area with a cross slope no steeper than 6:1. Access onto the perimeter route shall have a slope no steeper than 6:1.

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(b) Commercial and industrial sites and subdivisions

(1) Private developments

a. Side slopes - Wet or dry ponds. Stormwater basins designed to collect more than two (2) feet of water must contain side slopes that are not steeper than 4:1 (horizontal to vertical) out to a depth of two feet below the control elevation unless fenced to restrict public access.

b. Fencing – Per engineer of record

c. Stabilization – Per engineer of record

d. Maintenance access – Per engineer of record

(2) Public developments -

a. Side slopes

1. Wet ponds - When unfenced, side slopes shall not be steeper than 4:1 (horizontal to vertical) out to a depth of two (2) feet below the control elevation. When fenced, side slopes shall not be steeper than 3:1 out to a depth of two feet below the control elevation.
2. Dry ponds - Side slopes may not be steeper than 3:1, and must be fenced when steeper than 4:1 (horizontal to vertical).

b. Fencing - The required fence shall be six (6) feet high chain link meeting County technical specifications[1] and be installed along the perimeter of the pond parcel. Privacy fencing, or other fencing, may be used to supplement screening to the chain link fence provided it is located within a private fence easement and offset by a minimum of five (5) feet from the chain link fence for maintenance.

c. Stabilization

1. Wet ponds - Wet ponds shall be stabilized in solid sod above the permanent pool elevation, unless stabilization is obtained through incorporation of littoral plantings.
2. Dry Ponds - Side slopes shall be solid sod from the bottom to three (3) feet beyond the top of bank.

a. Maintenance access - Required(See requirements for maintenance access, this section).

http://www.myescambia.com/sites/myescambia.com/files/Escambia%20County%20Technical%20Specifications_02-01-15.pdf

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Article 2 – TRANSPORTATION

Sec. 2-1 Roadway Design

All roads and bridges constructed within Escambia County, public or private, shall be constructed to meet the design and materials standards identified within the DSM and Escambia County Technical Specifications.

Sec. 2-1.1 Minimum right-of-way widths of streets, alleys and easements for utilities ~~and drainage~~.

Beltways – Beltways as designated by the County shall not be less than 300 feet wide.

Arterials - State highways and County arterials as defined in the LDC shall not be less than 100 feet wide.

Collectors - Collector streets, as defined in the LDC shall not be less than 80 feet wide.

Local streets - Local streets including temporary cul-de-sacs, shall be 50 feet if curb and gutter are utilized, or 66 feet if roadside swales are utilized.

Turning circles - Turning circles (permanent) at the end of cul-de-sacs or dead-end street shall have a right-of-way 100 feet in diameter.

Easements - Easements for utilities, where required, shall be at least ten feet wide, and where practical shall be centered on rear or side lot lines.

Alleys - Alleys normally shall not be platted within subdivisions. However, where they are acceptable to the overall development of a subdivision by the County engineer, they shall be platted to a width of not less than 20 feet or more than 30 feet.

~~*Drainage easement* - Drainage easements must contain underground piping and shall be platted to a width sufficient to accommodate the projected pipe sizes, and shown on the recorded plat but in no case shall such easement be less than 15 feet in width unless a variance is approved by the County Engineer.~~

~~*Drainage right-of-ways* - Open ditches and drainage swales must be constructed within public dedicated or deeded right-of-way with a minimum width of 15 feet and shown on the recorded plat unless a variance is approved by the County Engineer.~~

Sec. 2-1.6 Street Layout

Where appropriate to the design, proposed streets shall be continuous and in alignment with existing, planned or platted streets with which they are to connect. Future commercial and residential subdivisions along major roads, thoroughfares and arterial streets shall provide access routes for all uses within the subdivision.

(a) Connectivity

Proposed streets shall extend to the boundary lines of the tract to be subdivided. If a subdivision or an undeveloped parcel of substantial size (as determined by the County

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Engineer or its designee) is adjacent to the proposed subdivision, said proposed streets shall connect with streets in the existing, platted, or planned subdivision or parcel. However, nothing herein shall grant to any person or entity other than Escambia County any right of access or right to require the granting of access. However, if the County engineer and the applicant agree that the proposed subdivision should not connect with an adjacent subdivision, said connection will not be required.

(b) Large Development Ingress/Egress

In a proposed subdivision or accumulation of subdivisions of 100 lots or more adjacent to an existing or platted subdivision where extension of proposed streets to the boundaries would dead end with no feasible street connections, there shall be at least two entrance streets into a loop street through the proposed subdivision which streets shall be connected to a paved road. For the purpose of this provision a loop street means the primary local road designed to move traffic through the subdivision. The developer may utilize a single ingress/egress point, provided however, that such point provides for separation of traffic entering and exiting the subdivision by means of a boulevard and shall run the entire length of the entrance road between the connecting road and the loop road. In addition, left and right turn lanes must be provided for the connecting road.

(c) Dead End Streets

Cul-de-sac or local dead-end street shall not exceed 1,200 feet in length, exclusive of the permanent turning circle at the end of that street; however, the County engineer may recommend approval of a cul-de-sac over 1,200 feet in length to serve odd-shaped parcels of land which cannot be developed in any other reasonable manner or to serve property that would otherwise be denied reasonable access caused by manmade or natural obstacles adjacent to such property.

(d) Utilities in road right of ways

All proposed utilities shall be owned, maintained and operated by the local service provider (consistent with the provider's appurtenance ownership limitations). No streets or roads under the two-year warranty will be allowed to be open cut, or jack-and-bored, unless specifically approved by the County engineer. To accomplish this requirement, common trenching is required whenever possible. If a determination is made that common trenching is not a feasible option, the developer will install conduit or make other appropriate arrangements for the utility not participating in the common trenching and the utility will be required to use the conduit. This shall require planning between the utility and the developer.

Sec. 2-2.3 Traffic control

(a) Traffic control devices

The County Engineer shall require the reasonable placement of traffic control signs, pavement markings, and traffic signals at any roadway or driveway, or within any development, if it is necessary, to provide for the safe and efficient movement of traffic at or prior to the preliminary plat, construction plans or site plan approval, if such device is justified. All traffic control devices shall be designed and installed in accordance with

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the Manual On Uniform Traffic Control Devices (USDOT, most recent edition) and the Roadway and Traffic Design Standards (FDOT, most recent edition).

(b) Traffic signals

If a traffic signal proposed by a developer serves a public/public intersection the installation will be conducted by the owner, the maintenance will be paid for and handled by the County, and the County shall be the responsible party of such signal. If it serves a private/public intersection and has the opportunity for additional users, the signal installation will be conducted by the developer/owner, the maintenance of such signal will be handled by the County; however, the developer/owner will pay for the maintenance through the enactment of a development agreement until additional users construct access, and signal will be the responsibility of the County.

If a traffic signal is proposed by a developer or property owner on a private/private intersection, it is a private signal. The signal installation will be conducted by the owner, the maintenance will be paid for and handled by the owner, and the signal will be the responsibility of the owner. The signal shall be justified by a traffic study which demonstrates the warrants, design, and operation of the proposed signal. Such studies shall be provided by the developer for approval by the County engineer or their designee. All construction costs for the installation of a traffic signal, including associated roadway modifications, necessitated by and proposed by a developer or property owner shall be borne by same.

(c) Turn restrictions

The County Engineer shall restrict turning movements into and out of any roadway or driveway where it is deemed necessary for the safe and efficient movement of traffic, and the decision is based on sound professional engineering practices. Roadway or driveway connections with restricted turn movements shall be geometrically designed so as to provide access only for the movements permitted.

(d) Median openings

The location of additional and relocated median openings shall comply with the standards of FDOT in F.A.C. ch. 14.97, as amended.

(e) Turn lanes

1. Turn lane design shall be supported by documentation of the estimated volume of traffic using the lane, resulting queue length, and design speed of the roadway. When existing conditions warrant, i.e., traffic volume, queue length, design speed of roadway, etc., the County Engineer shall require additional length or width of proposed turn lanes and/or modifications to existing lanes. Any rights-of-way required to accommodate the construction of turn lanes shall be provided at no cost to the county.

2. All commercial and multifamily development proposals shall provide deceleration lanes as required according to the FDOT Greenbook.

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Article 3 – Parking

Sec. 3-1 Parking and Loading

Sec. 3-1.1 Stall and aisle design

(a) Stall Dimensions

Standard parking stalls shall be 9 feet wide by 18 feet long for all but parallel parking. Parallel stalls shall be 9 feet wide by 23 feet long.

(b) Stall Angles

The angles of non-parallel parking stalls in relation to the alignment of the accessing drive aisle are restricted to 90, 60 or 45 degrees.

(c) Stall Accessibility

Each parking stall shall be accessible from an aisle or driveway and designed so that vehicles can enter and exit the stall without backing into the travel way of any street.

(d) Aisles Dimensions

1. Standard one-way drive aisles shall be 24 feet if accessing 90 degree parking stalls, 16 feet wide if accessing 60 degree stalls, and 12 feet wide if accessing 45 degree or parallel stalls, or if accessing no stalls.

2. Standard two-way drive aisles shall be 24 feet wide if accessing 90 degree parking stalls, and 20 feet wide if accessing 60 degree, 45 degree or parallel stalls, or if accessing no stalls.

(e) Turnarounds

All parking areas containing three or more parking spaces shall include a turnaround that is designed and located so that vehicles can enter and exit the parking area without backing into a public right-of-way.

(f) Encroachment

Landscape areas and pedestrian pathways shall be protected from vehicle encroachment using wheel stops, raised curbing, bollards or similar fixed barriers such that pathways remain completely functional and vehicles overhang no more than two feet into landscape areas. ~~or pedestrian pathways~~.

Sec. 3-1.3 Off-site and joint use parking

(a) Off-site parking. If the off-street parking required by the LDC for a specific use cannot be fully accommodated on the site of the use, the remaining required parking may be provided off-site in compliance with the following conditions:

(1) Pedestrian paths. Where the off-site parking relies on a pedestrian pathway to access the site of the use, the parking shall be within 300 feet of the use as measured along a pedestrian pathway that complies with all of the following:

a. Accessibility. For any part of the pathway within a street right-of-way, accessibility shall be as prescribed by the latest edition of the *Public Rights-of-Way Accessibility Guidelines,* United States Access Board. All other parts

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of the pathway shall be as prescribed by the *Florida Accessibility Code for Building Construction.*

b. Sidewalks. For any part of the pathway within a street right-of-way, the pathway shall be a concrete sidewalk along the shoulder of the roadway, five feet wide if curb and gutter is present or six feet wide if there is no curb and gutter, and otherwise complying with county construction standards.

c. Street crossings. Any pathway that crosses a street shall do so at a marked pedestrian crossing, and where the posted speed limit of the street is greater than 35 miles per hour the marked crossing shall be at a signalized intersection.

d. Easements. If any part of the intended pedestrian route is through one or more private parcels, the developer shall secure an easement allowing pedestrians to legally traverse the route.

e. Improvements. If the required pathway is not present or is in substandard condition, including applicable street crossing features, the developer shall be responsible for its construction or augmentation. Additional requirements for improvements may be imposed on the developer at the discretion of the County Engineer based on the existing condition of the street or shoulder to be traversed. Required improvements may include striping, signage, lighting, grading, etc.

(2) Mid-block crossings. In general, the county does not support mid-block crossings on streets with average daily trips greater than 600 or with speed limits greater than 35 miles per hour. However, marked mid-block crossings may be constructed by a developer if supported by sound engineering practices and approved by the County Engineer.

(3) Continuing obligation. The conditions required by this section for off-site parking shall remain in effect for the duration of the need of such parking to comply with LDC requirements for off-street parking.

(b) Joint use parking. The Planning Official may authorize a reduction in the total number of required parking spaces for two or more uses jointly providing off-street parking when their respective parking needs do not normally overlap, but such a reduction shall comply with the following conditions:

(1) The developer submits sufficient data to demonstrate that the demand for parking at the respective uses does not normally overlap.

(2) The off-street parking to be shared complies with all other applicable provisions of the LDC.

(3) The developer submits a legal agreement, approved by the County Attorney and signed by all property owners involved, guaranteeing the joint use of the parking spaces for as long as the uses requiring parking are in existence, or until the required parking is provided elsewhere in compliance with the provisions of the LDC. The agreement shall include provisions for the maintenance of the parking

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facility and covenants running with the lands of both the dominant and subordinate parcels or uses.

Sec. 3-1.4 Loading and unloading

Development shall provide and maintain sufficient off-street loading and unloading areas as prescribed in this section whenever normal operations requires that goods, merchandise, or equipment be routinely delivered to or shipped from the development. No area allocated to loading and unloading areas may be used to satisfy the area requirements for off-street parking, nor shall any portion of any off-street parking are be used to satisfy the area requirements for loading and unloading facilities.

(a) Location and design

Loading and unloading areas shall be located and designed to meet the following standards:

(1) Maneuvering

Vehicles intended to use the areas can maneuver safely and conveniently to and from a public right-of-way and access them without backing into or from a street right-of-way with a posted speed limit of 35 miles per hour or greater.

(2) Obstructing

Loading and unloading operations can be completed without obstructing or interfering with any public right-of-way.

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ORDINANCE NUMBER 2016-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED, AMENDING CHAPTER 5, GENERAL DEVELOPMENT STANDARDS, SECTIONS 5-3.3, 5-4.5, 5-5.2, 5-5.5, 5-6.2, 5-6.3, AND 5-6.4 TO MODIFY STANDARDS FOR SUBDIVISION DESIGN AND MAINTENANCE, STORMWATER MANAGEMENT SYSTEMS, MINIMUM DESIGN STANDARDS FOR STREETS AND ACCESS, TRAFFIC CONTROL, AND PARKING AND LOADING; AMENDING THE DESIGN STANDARDS MANUAL, CHAPTER 1, ENGINEERING, SECTIONS 1-1.3. 1-1.7, 2-1, 2-1.6, 2-2.3, 3-1.1, 3-1.3, AND 3-1.4 CONCERNING DESIGN STANDARDS FOR STORMWATER PONDS AND IMPOUNDS, TRANSPORTATION, AND PARKING; ESTABLISHING SECTION 1-1.4 IN THE MANUAL CONCERNING STANDARDS FOR POND SLOPES, FENCING AND MAINTENANCE ACCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS,

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County that the following regulation is hereby adopted.

Section 1. Part III of the Escambia County code of Ordinances, the Land Development Code of Escambia County, Chapter 5, General Development Standards, Sections 5-3.3, 5-4.5, 5-5.2, 5-5.5, 5-6.2, 5-6.3, and 5-6.4, are hereby amended as shown in attached Exhibit A, (words underlined are additions and words ~~stricken~~ are deletions), which is incorporated herein by reference.

Section 2. Part III of the Escambia County code of Ordinances, the Land Development Code of Escambia County, Design Standards Manual, Chapter 1, Engineering, Sections 1-1.3. 1-1.7, 2-1, 2-1.6, 2-2.3, 3-1.1, 3-1.3, and 3-1.4 are hereby amended as shown in attached Exhibit B, (words underlined are additions and words ~~stricken~~ are deletions), which is incorporated herein by reference.

Section 3. Part III of the Escambia County code of Ordinances, the Land Development Code of Escambia County, Design Standards Manual, Chapter 1, Engineering, Section1-1.4, Pond Slopes, Fencing, and Maintenance Access is hereby created as shown in attached Exhibit B (words underlined are additions and words ~~stricken~~ are deletions), which is incorporated herein by reference.

Section 4. Severability.

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

Section 5. Inclusion in the code.

The Board of County Commissioners intends that the provisions of this ordinance will be codified as required by Section 125.68, Florida Statutes (2015), and that the sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word of phrase in order to accomplish its intentions.

Section 6. Effective date.

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

DONE AND ENACTED this ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____ Date Executed: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

LDC Chapter 5 General Development Standards

Article 3- Division of Land

Sec. 5-3.3 Subdivision design and maintenance.

(a) Professional design. A subdivision developer shall retain the services of a Florida-registered professional engineer to prepare construction plans and specifications in compliance with the subdivision design standards in this article and as it relates in the DSM, other applicable provisions of the LDC, and the *General Paving and Drainage Technical Specifications* of the county. All construction plans shall include applicable details taken from the county's standard detail sheets available from the County Engineer.

(b) Improvements and facilities. A subdivision developer shall ensure the installation of the improvements and the facilities remain at or are constructed to the prescribed standards and at no expense to the county; paved roads, stormwater management, and other necessary improvements and facilities

(c) Public access. A subdivision developer shall provide adequate public paved access to the tract to be subdivided, including all necessary paved roads, ditches and rights-of-way, and drainage structures. The access shall lead to an established and publicly maintained street. The developer shal**l prepare the** necessary deeds, agreements, and easements for the access and shall attempt to acquire such rights of easements. At the option of the applicant, the county may assist in the acquisition of such easements when the acquisition is in the public interest, governmental action is necessary to acquire the property, and the developer advances all costs and expenses incurred by the county in taking such an action.

(d) Innovations. Innovations in the design and construction of subdivision improvements are encouraged. Such innovations shall be approved by the county if determined by the County Engineer to achieve the relevant and appropriate criteria or standards for subdivision improvements and if the deve**l**oper warrants the improvements as required by the LDC. The developer may also be required to post additional negotiated financial surety based on the estimated costs of the total project improvements.

(e) Lots and blocks. The lots of a subdivision shall comply with the requirements of the applicable zoning district. Lots and blocks shall comply as per the Chapter 3 of the LDC.

(f) Subdivision name. The proposed name of a subdivision shall not duplicate, or too closely approximate phonetically, the name of any other subdivision in the county except when the subdivision is an additional unit or section of another subdivision by the same applicant or his successors in title.

(g) Monuments. The subdivision developer shall place Permanent Reference Monuments (PRMs) and Permanent Control Points (PCPs) as required by Florida Statutes (Ch. 177).

Medians and entrance signs. Medians within subdivision streets shall be privately owned and maintained. Signs may be installed at subdivisions' entrances in compliance with the standards of Article 8 of this chapter if placed within medians or other privately owned land platted within the subdivision. Where medians or other entrance sign parcels are platted, the plat shall provide that each person ultimately owning land in the subdivision shall own an undivided part interest in the median and sign parcels, whether or not the interest is noted in the instrument conveying ownership of the subdivision. This requirement shall be included in any restrictive covenants of the subdivision.

The developer shall note on the plat that ownership of entrance signs and medians and other entrance sign parcels is vested in a homeowner's association having the obligation to assess fees for the maintenance of the signs and land as well as for payment of property taxes pertaining to the land. Each person owning land within the subdivision shall be deemed to agree that the failure of the homeowner's association to maintain the signs or land or to pay taxes on the land shall cause the signs and land to revert to the undivided ownership of the persons owning land within the subdivision, whether or not a reversionary clause is noted in the instrument conveying ownership of subdivision land.

(h) Areas with high water tables. Development of residential subdivisions in areas with high water tables shall comply with the requirements provided in the DSM Chapter 1 Roadway Design section.

(i) Infrastructure.

(1) Stormwater management. For any subdivision, the developer shall provide an adequate stormwater management system, including for erosion control, in compliance with the concurrency management stormwater management standards of this chapter and DSM Chapter 1, Stormwater Article.

(2) Streets and access. For any subdivision, the developer shall provide an adequate street network, including access, in compliance with the monitoring management and street and access standards of this chapter and DSM Chapter 1, Transportation Article.

(3) Underground utilities. The developer is encouraged to place all subdivision utilities underground. In the event that underground utilities are provided, a gross density bonus of 10% (if allowed by the density limit of the applicable FLU) or a reduction in the minimum lot width of 10% shall be granted by the Planning Official upon the developer's request.

(4) Utility street crossings. See DSM Chapter 1, Street Layout section for details regarding utility street crossings.

(5) Street lights. The developer is encouraged to install street lights. A street lighting district may be established through the BCC for the installation, operation, and/or maintenance of lights according to the street lighting municipal services benefits units (MSBU) provisions of Chapter 70, *Local Public Improvements,* Part I, Escambia County Code of Ordinances.

Easements. Drainage easements and rights-of-way shall comply with the stormwater management provisions of this chapter and DSM, Chapter 1,

Stormwater Management Systems - Conveyance Systems section and Chapter 2, Roadway Design - Minimum Right-of-way widths section.

(7) Water supply and sewerage. The subdivision developer shall maintain a valid, unexpired reservation of capacity for water and/or sewer service from the provider whose franchise area serves the subject property. Letters of capacity executed by the service provider shall be provided, and such letters or forms shall constitute documentation of reservation of capacity. No central private wastewater collection systems shall be proposed or expanded. All proposed sewer collection systems will require approval and acceptance by the local utility authority. If a low pressure sewer system is proposed, all items relating to the system, excluding the collector force main, shall be located on private property. Anything located within a public or private right of way shall be owned and maintained by the local utility authority(consistent with the provider's appurtenance ownership limitations).

(8) Provisions shall be made for the installation of fire hydrants and comply with the following:

a. No residence in any subdivision shall be more than 500 feet from a fire hydrant on a six-inch water line. Locations of fire hydrants shall be noted on the subdivision construction plans; or

b. Where a four-inch water line is located at the entrance to a new subdivision, the developer shall be required to install a six-inch waterline within the new subdivision with flush hydrants so that they can be replaced with fire hydrants when service at the entrance becomes adequate.

c. If public or community water systems service is not available or the existing water line is less than four inches, the developer shall install a six-inch waterline with stub-outs for fire hydrants unless the engineer of record finds the larger main size to be detrimental to the water quality in the development.

(j) Public dedication. The county encourages developers of residential subdivisions to request the dedication of subdivision streets and stormwater management systems to the county, but those facilities may alternatively be dedicated to one or more owners of property within the subdivision. If the dedication of subdivision streets and stormwater management systems for public ownership and maintenance is proposed, the following conditions apply:

(1) Compliance. The facilities shall be designed and constructed in compliance with the standards of this chapter.

(2) All facilities. The streets will not be accepted without the stormwater management system or the stormwater management system without the streets. The facilities shall be dedicated in their entirety to the county.

(3) Permitting. The facilities will not be accepted without appropriate permitting of those facilities from all applicable local, state, and federal agencies, or proof of exemption.

~~**(4) Lift stations.** No central private wastewater lift stations shall be proposed.~~

Sec. 5-4.5 Stormwater management systems.

(a) General design and construction. The installation of all stormwater management facilities made necessary by new development, according to the provisions of this article, is the responsibility of the developer, including all necessary ditches, canals, greenbelts, outfalls, bridges, retention or detention structures, flow attenuation devices, etc. The general design and construction of all stormwater management systems shall be as indicated in the *DSM* Chapter 1, Stormwater Article and achieve the following objectives:

(1) Comply with regulations.

(2) Protect adjacent property.

(3) Incorporate upland runoff.

(4) Reduce pollution.

(5) Prevent hazards.

(6) Encourage regional stormwater management system.

(b) Resource protection. All stormwater management systems shall be designed and constructed to protect natural resources as per State requirements.

(c) System maintenance.

(1) General. All stormwater management facilities shall be designed for a minimum 50-year life (where standards are available) have low maintenance costs, and have easy legal access for periodic maintenance.

(2) Maintenance entity. Stormwater management systems shall be maintained by the owner, except where the county selects certain systems for county maintenance. All areas and/or structures to be maintained by the county must be dedicated to the county by plat or separate instrument and accepted by the BCC. Systems to be maintained by the owner shall ~~nevertheless~~ have adequate easements to permit the county right-of-entry to inspect and, if necessary, take corrective action if the owner fails to maintain the system. In addition, the owner shall submit a copy of any outside agency inspections and/or reports for the County to evaluate in accordance with the County's MS4. ~~When~~ If the owner fails to maintain his system, the county shall give the owner written notice of the nature of corrective action required. If the owner fails to take corrective action within 30 days from the date of the notice, the county may take the necessary corrective action, including placement of a lien on all property of the owner to recover the costs thereof.

Sec. 5-5.2 General provisions.

(a) Approval required. The design and construction of streets and driveways requires prior county review and approval for compliance with the standards of this article, unless such travel and access ways are specifically identified in the LDC as exempt from these standards.

(b) Minimum design standards. All streets and driveways shall be designed and constructed according to the design standards in the most recent edition of *A Policy on Geometric Design of Highways and Streets*, American Association of State Highway Transportation Officials (AASHTO), the *Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways* ("Florida Greenbook"), Florida Department of Transportation (FDOT), *Public Rights-of-Way Accessibility Guidelines*, United States Access Board; *Florida Accessibility Code for Building Construction*; and the *General Paving and Drainage Technical Specifications* of ~~the~~ Escambia C~~c~~ounty. All traffic control devices shall be designed and installed according to the most recent editions of the *Manual on Uniform Traffic Control Devices*, U.S. Department of Transportation, and *Roadway and Traffic Design Standards*, FDOT. Where any of these standards are in conflict, the more restrictive requirement or the one imposing the higher standard shall prevail unless otherwise specifically allowed by the County Engineer.

(c) Modification of standards. Variances to the strict application of the standards of this article are not available from the Planning Official, BOA or SRIA. Where the provisions of this article specifically allow, the County Engineer has discretion within the accepted standards of engineering practice to allow modifications that maintain the stated purposes of the article.

Sec. 5-5.5 Traffic Control.

(a) Controls required. Site plans, subdivision construction plans, and other development approvals shall require the reasonable placement of traffic control signs, pavement markings, traffic signals, and other traffic control devices along any street, at any driveway, or within any development, as detailed by the *DSM*.

(b) Traffic signals. *DSM Chapter 1, Access Management - Traffic Control section* contains information regarding the assignment of responsibility for traffic signals. The *DSM* also contains including provisions for signal study, construction costs' responsibility, and optional signal criteria.

(c) Turn restrictions. See *DSM Chapter 1, Access Management - Traffic Control section* for details.

(d) Median openings. See *DSM Chapter 1, Access Management - Traffic Control section* for details.

(e) Turn lanes. The developer shall construct right and/or left turn lanes on a county roadway to serve any turning movement entering a development when the estimated volume of such movement is 60 or more vehicles during any peak hour. Such turn lanes shall be provided by the developer at no cost to the county and meet all county standards. Such turn lanes shall be provided by the developer at no cost to the

county and meet all county standards as indicated in the DSM. *DSM Chapter* 1, Access Management - Traffic Control section provides design criteria for turn lanes on county roads and deceleration lanes.

Article 6 Parking and Loading

Sec. 5-6.2 General provisions.

(a) Approval required. Any land use or development activity that establishes or increases a variable that is determinative of vehicle parking demand (e.g., floor area, dwelling units, seats, etc.) requires prior county review and approval for compliance with the standards of this article unless the use or activity is specifically identified in the LDC as exempt from these standards. The standards apply to both ground-level parking and multi-level parking structures.

(b) Minimum design standards. All parking and loading shall be designed and constructed according to the design standards in the most recent editions of *A Policy on Geometric Design of Highways and Streets*, American Association of State Highway Transportation Officials (AASHTO); the *Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways* ("Florida Greenbook"), Florida Department of Transportation (FDOT); *Public Rights-of-Way Accessibility Guidelines*, United States Access Board; *Florida Accessibility Code for Building Construction*; and the *General Paving and Drainage Technical Specifications* of Escambia County. All traffic control devices shall be designed and installed according to the most recent editions of the *Manual on Uniform Traffic Control Devices*, U.S. Department of Transportation, and *Roadway and Traffic Design Standards*, FDOT. Where any of these standards are in conflict, the more restrictive requirement or the one imposing the higher standard shall prevail unless otherwise specifically allowed by the County Engineer.

~~(b)~~**(c) ~~Modification of standards~~. Variances.** Variances to the strict application of the parking and loading standards of this article are not available from the Planning Official, BOA, or SRIA. Where the provisions of this article specifically allow, the County Engineer has discretion within accepted standards of engineering practice to allow modifications that maintain the stated purposes of the article.~~Variances to the strict application of the standards of this article may be granted according to the applicable variance criteria and compliance review processes of Chapter 2 if such modifications maintain the stated purposes of this article and are not otherwise excluded by its provisions. Any modifications to these parking and loading standards shall be guided by published professional architectural, engineering, or planning design standards.~~

~~(c)~~**(d) Handicap spaces.** Handicap parking spaces shall be provided for uses as part of the total number of off-street spaces required by this article according to the latest edition of the *Florida Accessibility Code for Building Construction*. Handicap parking is not eligible for any modifications that are not otherwise allowed in the prevailing accessibility standards.

~~(d)~~(e) **Use of required areas.** Required off-street parking and loading areas are to be used solely for the parking of licensed motor vehicles in operating condition. Only spaces in excess of the spaces required by this article may be used for display or storage and only in compliance with the provisions of Chapter 4.

~~(e)~~(f) **Tree preservation.** The number of required parking spaces may be reduced as necessary to more effectively preserve protected trees.

~~**(f) Nonconformance.**~~

Sec. 5-6.3 Parking demand.

~~**Quantity**~~**.** See *DSM Chapter* 1, Parking and Loading - Parking Demand section for details regarding the determination of the number of parking spaces for development. Other details regarding parking include computation of parking spaces, information regarding increase and reduction of parking spaces, and computation of parking spaces for unlisted uses. Furthermore, ineligible spaces details are also provided in the *DSM*.

Sec. 5-6.4 Stall and aisle design.

General. The design and arrangement of parking stalls and drive aisles shall comply with the standards provided in the DSM, except that parking for single-family and two-family dwellings need only comply with the minimum stall dimensions. In addition, criteria and guidelines regarding turnarounds, encroachment, delineation, traffic control, pedestrian entrances, surface materials, and drive-through stacking will be provided in ~~thuds~~*in the DSM*.

Design Standards Manual Chapter 1, Engineering

Article 1, Stormwater

1-1.3 Stormwater Ponds and Impoundments

All stormwater ponds or impoundments shall comply with the design standards provided in the Environmental Resource Permitting Applicants Handbook, Volume II, Florida Department of Environmental Protection and Northwest Florida Water Management District.

~~(**a) Pond Slopes**~~

~~All ponds - It is encouraged that the banks of detention and retention areas slope at a gentle grade into the water as a safeguard against accidents, to encourage the growth of vegetation,and to allow alternate flooding and exposure of areas along the shore as water levels change.~~
~~Detention and retention basins, designed to impound more than two feet of water, must contain side slopes that are no steeper than 4:1 (horizontal to vertical) out to a depth of twofeet below the control elevation. Alternatively, the basins can be fenced with a perimeter fence to restrict public access if any slopes are designed to be steeper due to space limitations or other constraints.~~
~~Ponds to be dedicated to the county - Ponds for public dedication require, "Side slopes no steeper than 3:1 (horizontal to vertical). If side slopes are steeper than 4:1, then the basins shall be fenced with a six-foot high chain link perimeter fence.~~

~~**(b) Maintenance Access**~~

~~All proposed stormwater ponds or impoundments that are to be dedicated to the county for ownership and maintenance shall provide adequate access.~~

1. ~~Access requirements shall include a minimum width of 15 feet to the detention and retention/detention area and shall have a minimum 14 foot wide access gate, as necessary. The access road to the retention/detention structure shall be unobstructed and shall be a minimum of 12 feet wide, constructed of graded aggregate a minimum of 5" thick, and underlain with geotextile fabric.~~
2. ~~Retention/Detention structures (wet ponds) - Adequate access for maintenance purposes, shall include a minimum width of 15 feet for access around the perimeter of the retention area.~~
3. ~~Detention structures (dry ponds) -A ramp for access to the bottom of the retention area for maintenance equipment shall be required with a slope not to exceed 6:1. The access ramp shall be a minimum of 12 feet wide, constructed of graded aggregate a minimum of 5" thick, and underlain with geotextile fabric. Also, the entire bank slope, from the bottom of the pond to a point three feet beyond the bank line, shall be sodded.~~

Sec. 1-1.4 Pond Slopes, Fencing, and Maintenance Access

All ponds - Retention and detention sides shall slope at a gentle grade into the water as a safeguard against accidents, to encourage the growth of vegetation, allow for proper maintenance, and to allow alternate flooding and exposure of areas along the shore as water levels change.

(a) Residential Subdivisions (private and public)

(1) Side slopes
- **a.** Wet ponds - When unfenced, side slopes shall not be steeper than 4:1 (horizontal to vertical) out to a depth of two (2) feet below the control elevation. When fenced, side slopes shall not be steeper than 3:1 out to a depth of two feet below the control elevation.
- **b.** Dry ponds - Side slopes may not be steeper than 3:1, and must be fenced when steeper than 4:1 (horizontal to vertical).

(2) Fencing - The required fence shall be six (6) feet high chain link meeting County technical specifications[1] and be installed along the perimeter of the pond parcel. Privacy fencing, or other fencing, may be used to supplement screening to the chain link fence provided it is located within a private fence easement and offset by a minimum of five (5) feet from the chain link fence for maintenance.

(3) Stabilization
- **a.** Wet ponds - Wet ponds shall be stabilized in solid sod above the permanent pool elevation, unless stabilization is obtained through incorporation of ~~a~~ littoral plantings.
- **b.** Dry Ponds - Side slopes shall be solid sod from the bottom to three (3) feet beyond the top of bank

(4) Maintenance access shall meet the following criteria:
- **a.** Unobstructed access with a minimum width of fifteen (15) feet to the wet/dry pond area constructed of graded aggregate a minimum twelve (12) feet wide, no steeper than 6:1 (horizontal to vertical) at least five (5) inches thick, and underlain with pervious geotextile fabric.
- **b.** A concrete driveway from the roadway meeting County standards
- **c.** Minimum fourteen (14) feet wide, six (6) feet tall double access gate at the pond parcel boundary line.
- **d.** Dry ponds shall include a minimum twelve (12) feet wide access road into the bottom of the retention/detention basin no steeper than 6:1. The access shall be unobstructed and constructed of graded aggregate a minimum of five (5) inches thick, and underlain with pervious geotextile fabric.
- **e.** Wet ponds shall have a minimum fifteen (15) feet wide access route around the top bank perimeter of the retention area with a cross slope no steeper than 6:1. Access onto the perimeter route shall have a slope no steeper than 6:1.

(b) Commercial and industrial sites and subdivisions

(1) Private developments

a. Side slopes - Wet or dry ponds. Stormwater basins designed to collect more than two (2) feet of water must contain side slopes that are not steeper than 4:1 (horizontal to vertical) out to a depth of two feet below the control elevation unless fenced to restrict public access.

b. Fencing – Per engineer of record

c. Stabilization – Per engineer of record

d. Maintenance access – Per engineer of record

(2) Public developments -

a. Side slopes

1. Wet ponds - When unfenced, side slopes shall not be steeper than 4:1 (horizontal to vertical) out to a depth of two (2) feet below the control elevation. When fenced, side slopes shall not be steeper than 3:1 out to a depth of two feet below the control elevation.
2. Dry ponds - Side slopes may not be steeper than 3:1, and must be fenced when steeper than 4:1 (horizontal to vertical).

b. Fencing - The required fence shall be six (6) feet high chain link meeting County technical specifications[1] and be installed along the perimeter of the pond parcel. Privacy fencing, or other fencing, may be used to supplement screening to the chain link fence provided it is located within a private fence easement and offset by a minimum of five (5) feet from the chain link fence for maintenance.

c. Stabilization

1. Wet ponds - Wet ponds shall be stabilized in solid sod above the permanent pool elevation, unless stabilization is obtained through incorporation of littoral plantings.
2. Dry Ponds - Side slopes shall be solid sod from the bottom to three (3) feet beyond the top of bank.

a. Maintenance access - Required(See requirements for maintenance access, this section).

http://www.myescambia.com/sites/myescambia.com/files/Escambia%20County%20Technical%20Specifications_02-01-15.pdf

Article 2 – TRANSPORTATION

Sec. 2-1 Roadway Design

All roads and bridges constructed within Escambia County, public or private, shall be constructed to meet the design and materials standards identified within the DSM and Escambia County Technical Specifications.

Sec. 2-1.1 Minimum right-of-way widths of streets, alleys and easements for utilities ~~and drainage~~.

Beltways – Beltways as designated by the County shall not be less than 300 feet wide.

Arterials - State highways and County arterials as defined in the LDC shall not be less than
100 feet wide.

Collectors - Collector streets, as defined in the LDC shall not be less than 80 feet wide.

Local streets - Local streets including temporary cul-de-sacs, shall be 50 feet if curb and gutter are utilized, or 66 feet if roadside swales are utilized.

Turning circles - Turning circles (permanent) at the end of cul-de-sacs or dead-end street
shall have a right-of-way 100 feet in diameter.

Easements - Easements for utilities, where required, shall be at least ten feet wide, and where practical shall be centered on rear or side lot lines.

Alleys - Alleys normally shall not be platted within subdivisions. However, where they are acceptable to the overall development of a subdivision by the County engineer, they shall be platted to a width of not less than 20 feet or more than 30 feet.

~~*Drainage easement* - Drainage easements must contain underground piping and shall be platted to a width sufficient to accommodate the projected pipe sizes, and shown on the recorded plat but in no case shall such easement be less than 15 feet in width unless a variance is approved by the County Engineer.~~

~~*Drainage right-of-ways* - Open ditches and drainage swales must be constructed within public dedicated or deeded right-of-way with a minimum width of 15 feet and shown on the recorded plat unless a variance is approved by the County Engineer.~~

Sec. 2-1.6 Street Layout

Where appropriate to the design, proposed streets shall be continuous and in alignment with existing, planned or platted streets with which they are to connect. Future commercial and residential subdivisions along major roads, thoroughfares and arterial streets shall provide access routes for all uses within the subdivision.

(a) Connectivity

Proposed streets shall extend to the boundary lines of the tract to be subdivided. If a subdivision or an undeveloped parcel of substantial size (as determined by the County

Engineer or its designee) is adjacent to the proposed subdivision, said proposed streets shall connect with streets in the existing, platted, or planned subdivision or parcel. However, nothing herein shall grant to any person or entity other than Escambia County any right of access or right to require the granting of access. However, if the County engineer and the applicant agree that the proposed subdivision should not connect with an adjacent subdivision, said connection will not be required.

(b) Large Development Ingress/Egress

In a proposed subdivision or accumulation of subdivisions of 100 lots or more adjacent to an existing or platted subdivision where extension of proposed streets to the boundaries would dead end with no feasible street connections, there shall be at least two entrance streets into a loop street through the proposed subdivision which streets shall be connected to a paved road. For the purpose of this provision a loop street means the primary local road designed to move traffic through the subdivision. The developer may utilize a single ingress/egress point, provided however, that such point provides for separation of traffic entering and exiting the subdivision by means of a boulevard and shall run the entire length of the entrance road between the connecting road and the loop road. In addition, left and right turn lanes must be provided for the connecting road.

(c) Dead End Streets

Cul-de-sac or local dead-end street shall not exceed 1,200 feet in length, exclusive of the permanent turning circle at the end of that street; however, the County engineer may recommend approval of a cul-de-sac over 1,200 feet in length to serve odd-shaped parcels of land which cannot be developed in any other reasonable manner or to serve property that would otherwise be denied reasonable access caused by manmade or natural obstacles adjacent to such property.

(d) Utilities in road right of ways

All proposed utilities shall be owned, maintained and operated by the local service provider (consistent with the provider's appurtenance ownership limitations). No streets or roads under the two-year warranty will be allowed to be open cut, or jack-and-bored, unless specifically approved by the County engineer. To accomplish this requirement, common trenching is required whenever possible. If a determination is made that common trenching is not a feasible option, the developer will install conduit or make other appropriate arrangements for the utility not participating in the common trenching and the utility will be required to use the conduit. This shall require planning between the utility and the developer.

Sec. 2-2.3 Traffic control

(a) Traffic control devices

The County Engineer shall require the reasonable placement of traffic control signs, pavement markings, and traffic signals at any roadway or driveway, or within any development, if it is necessary, to provide for the safe and efficient movement of traffic at or prior to the preliminary plat, construction plans or site plan approval, if such device is justified. All traffic control devices shall be designed and installed in accordance with

the Manual On Uniform Traffic Control Devices (USDOT, most recent edition) and the Roadway and Traffic Design Standards (FDOT, most recent edition).

(b) Traffic signals

If a traffic signal proposed by a developer serves a public/public intersection the installation will be conducted by the owner, the maintenance will be paid for and handled by the County, and the County shall be the responsible party of such signal. If it serves a private/public intersection and has the opportunity for additional users, the signal installation will be conducted by the developer/owner, the maintenance of such signal will be handled by the County; however, the developer/owner will pay for the maintenance through the enactment of a development agreement until additional users construct access, and signal will be the responsibility of the County.

If a traffic signal is proposed by a developer or property owner on a private/private intersection, it is a private signal. The signal installation will be conducted by the owner, the maintenance will be paid for and handled by the owner, and the signal will be the responsibility of the owner. The signal shall be justified by a traffic study which demonstrates the warrants, design, and operation of the proposed signal. Such studies shall be provided by the developer for approval by the County engineer or their designee. All construction costs for the installation of a traffic signal, including associated roadway modifications, necessitated by and proposed by a developer or property owner shall be borne by same.

(c) Turn restrictions

The County Engineer shall restrict turning movements into and out of any roadway or driveway where it is deemed necessary for the safe and efficient movement of traffic, and the decision is based on sound professional engineering practices. Roadway or driveway connections with restricted turn movements shall be geometrically designed so as to provide access only for the movements permitted.

(d) Median openings

The location of additional and relocated median openings shall comply with the standards of FDOT in F.A.C. ch. 14.97, as amended.

(e) Turn lanes

1. Turn lane design shall be supported by documentation of the estimated volume of traffic using the lane, resulting queue length, and design speed of the roadway. When existing conditions warrant, i.e., traffic volume, queue length, design speed of roadway, etc., the County Engineer shall require additional length or width of proposed turn lanes and/or modifications to existing lanes. Any rights-of-way required to accommodate the construction of turn lanes shall be provided at no cost to the county.
2. All commercial and multifamily development proposals shall provide deceleration lanes as required according to the FDOT Greenbook.

Article 3 – Parking

Sec. 3-1 Parking and Loading

Sec. 3-1.1 Stall and aisle design

(a) Stall Dimensions

Standard parking stalls shall be 9 feet wide by 18 feet long for all but parallel parking. Parallel stalls shall be 9 feet wide by 23 feet long.

(b) Stall Angles

The angles of non-parallel parking stalls in relation to the alignment of the accessing drive aisle are restricted to 90, 60 or 45 degrees.

(c) Stall Accessibility

Each parking stall shall be accessible from an aisle or driveway and designed so that vehicles can enter and exit the stall without backing into the travel way of any street.

(d) Aisles Dimensions

1. Standard one-way drive aisles shall be 24 feet if accessing 90 degree parking stalls, 16 feet wide if accessing 60 degree stalls, and 12 feet wide if accessing 45 degree or parallel stalls, or if accessing no stalls.

2. Standard two-way drive aisles shall be 24 feet wide if accessing 90 degree parking stalls, and 20 feet wide if accessing 60 degree, 45 degree or parallel stalls, or if accessing no stalls.

(e) Turnarounds

All parking areas containing three or more parking spaces shall include a turnaround that is designed and located so that vehicles can enter and exit the parking area without backing into a public right-of-way.

(f) Encroachment

Landscape areas and pedestrian pathways shall be protected from vehicle encroachment using wheel stops, raised curbing, bollards or similar fixed barriers such that pathways remain completely functional and vehicles overhang no more than two feet into landscape areas. ~~or pedestrian pathways~~.

Sec. 3-1.3 Off-site and joint use parking

(a) Off-site parking. If the off-street parking required by the LDC for a specific use cannot be fully accommodated on the site of the use, the remaining required parking may be provided off-site in compliance with the following conditions:

(1) Pedestrian paths. Where the off-site parking relies on a pedestrian pathway to access the site of the use, the parking shall be within 300 feet of the use as measured along a pedestrian pathway that complies with all of the following:

a. Accessibility. For any part of the pathway within a street right-of-way, accessibility shall be as prescribed by the latest edition of the *Public Rights-of-Way Accessibility Guidelines,* United States Access Board. All other parts

of the pathway shall be as prescribed by the *Florida Accessibility Code for Building Construction.*

b. Sidewalks. For any part of the pathway within a street right-of-way, the pathway shall be a concrete sidewalk along the shoulder of the roadway, five feet wide if curb and gutter is present or six feet wide if there is no curb and gutter, and otherwise complying with county construction standards.

c. Street crossings. Any pathway that crosses a street shall do so at a marked pedestrian crossing, and where the posted speed limit of the street is greater than 35 miles per hour the marked crossing shall be at a signalized intersection.

d. Easements. If any part of the intended pedestrian route is through one or more private parcels, the developer shall secure an easement allowing pedestrians to legally traverse the route.

e. Improvements. If the required pathway is not present or is in substandard condition, including applicable street crossing features, the developer shall be responsible for its construction or augmentation. Additional requirements for improvements may be imposed on the developer at the discretion of the County Engineer based on the existing condition of the street or shoulder to be traversed. Required improvements may include striping, signage, lighting, grading, etc.

(2) Mid-block crossings. In general, the county does not support mid-block crossings on streets with average daily trips greater than 600 or with speed limits greater than 35 miles per hour. However, marked mid-block crossings may be constructed by a developer if supported by sound engineering practices and approved by the County Engineer.

(3) Continuing obligation. The conditions required by this section for off-site parking shall remain in effect for the duration of the need of such parking to comply with LDC requirements for off-street parking.

(b) Joint use parking. The Planning Official may authorize a reduction in the total number of required parking spaces for two or more uses jointly providing off-street parking when their respective parking needs do not normally overlap, but such a reduction shall comply with the following conditions:

(1) The developer submits sufficient data to demonstrate that the demand for parking at the respective uses does not normally overlap.

(2) The off-street parking to be shared complies with all other applicable provisions of the LDC.

(3) The developer submits a legal agreement, approved by the County Attorney and signed by all property owners involved, guaranteeing the joint use of the parking spaces for as long as the uses requiring parking are in existence, or until the required parking is provided elsewhere in compliance with the provisions of the LDC. The agreement shall include provisions for the maintenance of the parking

facility and covenants running with the lands of both the dominant and subordinate parcels or uses.

Sec. 3-1.4 Loading and unloading

Development shall provide and maintain sufficient off-street loading and unloading areas as prescribed in this section whenever normal operations requires that goods, merchandise, or equipment be routinely delivered to or shipped from the development. No area allocated to loading and unloading areas may be used to satisfy the area requirements for off-street parking, nor shall any portion of any off-street parking are be used to satisfy the area requirements for loading and unloading facilities.

(a) Location and design

Loading and unloading areas shall be located and designed to meet the following standards:

(1) Maneuvering

Vehicles intended to use the areas can maneuver safely and conveniently to and from a public right-of-way and access them without backing into or from a street right-of-way with a posted speed limit of 35 miles per hour or greater.

(2) Obstructing

Loading and unloading operations can be completed without obstructing or interfering with any public right-of-way.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10126 **Growth Management Report** **12. 4.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 05/05/2016
Issue: 5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Escambia County Land Development Code Chapter 5, Fences on Pensacola Beach
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Escambia County LDC Chapter 5, Fences on Pensacola Beach

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Escambia County Land Development Code (LDC) Chapter 5, Section 5-9.4(e), to reduce the maximum fence height to 6 feet for side and rear yards in Pensacola Beach residential zoning districts.

BACKGROUND:

In 2013, the BCC adopted Ordinance 2013-55 to reduce the maximum fence height for residential districts from eight feet to six feet with the exception of Pensacola Beach. The language was inadvertently changed for Pensacola Beach which was not the intent of the Ordinance.

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

Attachments

Draft Ordinance

Clean Ordinance

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Ordinance Fence Height PB

Date: 3/16/16

Date due for placement on agenda: _____

Requested by Allysm Cain

Phone Number: _____

.....

(LEGAL DEPARTMENT USE ONLY)

Legal Review by Kena A. Smith

Date Received: 3/15/16

V Approved as to form and legal sufficiency. As modified KAS

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

See Notes on original

ORDINANCE NUMBER 2016-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 5, SECTION 5-9.4, TO REDUCE THE MAXIMUM FENCE HEIGHT TO 6 FEET FOR SIDE AND REAR YARDS IN PENSACOLA BEACH RESIDENTIAL ZONING DISTRICTS;PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS,through its Land Development Code, 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 intent of this Ordinance is to allow a maximum fence height of 6 feet for side and rear yards in Pensacola Beach residential zoning districts; and

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 5, General Development Standards, Section 5-9.4 is hereby amended as follows(words underlined are additions and words ~~stricken~~ are deletions):

Sec. 5-9.4 Fences.

(a) Fence heights in residential districts. Maximum heights for fences constructed in residential districts, except those on Pensacola Beach, shall be:

	Opaque Materials	Transparent Materials Which Do Not Obstruct Light, Air and Visibility
Front yard	3 feet	4 feet
Side yard	8 feet	8 feet
Rear yard	8 feet	8 feet

Barbed wire and electrified fences are permitted in A RR and RMU rural districts. Below-ground electrified fences are permitted in all residential districts. Above-ground electrified fences are permitted in residential districts provided that such fences are located inside, are completely enclosed and do not come in contact with a perimeter fence erected according to the height standards above. Electrified fences in residential districts shall be of the type that are permitted under the

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electrical building code listing and shall also meet fence height standards for regular fences.

Height shall be measured and averaged at regular intervals along the property line. The final height shall be determined by averaging the dimensions obtained at 8-foot intervals along the property line. Height includes height of the berm and sloping grounds.

(b) Fence setbacks. Fences shall be permitted to the street right-of-way or marine/ estuarine/riverine setback (MERS) line and common property lines. No fence shall be permitted to obstruct visual clearance along a right-of-way. See "Visual Clearance Along Rights-of-Way and at Sight Triangle Intersections." No fence or hedge shall be constructed or installed in such a manner as to interfere with drainage on the site.

(c) Permitted fence materials. Suitable fence materials are as follows: masonry, chain link, chain link with slatting, wood, cast iron, aluminum, plastic, and precast concrete.

(d) Fence heights in commercial and industrial districts. There is no maximum height for fences in commercial districts except that barbed wire is permitted only on top of a solid or chain link fence at least six feet in height. Where a commercial district borders a residential district, a fence may be constructed to a maximum height of eight feet on the property line contiguous to the residential district. The method of measurement shall be the same as for residential district fences.

(e) Fences on Pensacola Beach.

(1) Responsibility. Lessee assumes full responsibility for all fences and walls erected on leasehold property.

(2) Location. Fences, walls, and similar construction may be erected outside building setbacks, provided such construction shall not interfere with the exposure or view, or reasonable privacy of adjoining or facing property, as shall be determined by the architectural environmental committee.

(3) Height. Fences shall not exceed the maximum heights as follows. The overall height of the fence is measured from the average elevation of the finished grade.

a. Front yard - three feet.

b. Side yard - ~~eight feet~~six feet.

c. Rear yard - ~~eight feet~~six feet.

(4) Waterfront. Fences to be erected on lots having water frontage must be approved by the AEC prior to construction. Each proposal will be considered on its own merit. Fences to be erected seaward of the coastal construction control line must have FDEP permit.

(5) Design. All such structures shall be in harmony with surrounding property.

(6) Standards for solid wooden fences.

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a. Palings to be not less than three-quarter-inch actual thickness and attached with two galvanized nails per connection (no staples).

b. Stringers to be No. 2 grade or better; two by four inch nominal size pressure treated pine; and three stringers to be used with fences more than three feet in height.

c. Posts to be not less than four inches by four inches (square) nominal size or six inches in diameter (round) and treated for below grade penetration; spaced not more than eight feet apart; and not less than four-foot penetration, or 2.5 feet penetration below grade if set in concrete.

(7) Approval.

a. Applications for fence approvals shall include fence details showing cross sections, elevations and materials to be used.

b. If survey by registered Florida surveyor is not furnished to the county, such fence is erected at lessee's own risk.

c. Fence construction shall require a final inspection by SRIA staff.

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," "article," or such other appropriate word or phrase in order to accomplish such intentions.

INTENTIONALLY LEFT BLANK

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Section 4. **Effective Date.**

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

DONE AND ENACTED this_____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**

Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

ORDINANCE NUMBER 2016-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 5, SECTION 5-9.4, TO REDUCE THE MAXIMUM FENCE HEIGHT TO 6 FEET FOR SIDE AND REAR YARDS IN PENSACOLA BEACH RESIDENTIAL ZONING DISTRICTS;PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS,through its Land Development Code, 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 intent of this Ordinance is to allow a maximum fence height of 6 feet for side and rear yards in Pensacola Beach residential zoning districts; and

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 5, General Development Standards, Section 5-9.4 is hereby amended as follows(words underlined are additions and words ~~stricken~~ are deletions):

Sec. 5-9.4 Fences.

(a) Fence heights in residential districts. Maximum heights for fences constructed in residential districts, except those on Pensacola Beach, shall be:

	Opaque Materials	Transparent Materials Which Do Not Obstruct Light, Air and Visibility
Front yard	3 feet	4 feet
Side yard	8 feet	8 feet
Rear yard	8 feet	8 feet

Barbed wire and electrified fences are permitted in A RR and RMU rural districts. Below-ground electrified fences are permitted in all residential districts. Above-ground electrified fences are permitted in residential districts provided that such fences are located inside, are completely enclosed and do not come in contact with a perimeter fence erected according to the height standards above. Electrified fences in residential districts shall be of the type that are permitted under the electrical building code listing and shall also meet fence height standards for regular fences.

Height shall be measured and averaged at regular intervals along the property line. The final height shall be determined by averaging the dimensions obtained at 8-foot intervals along the property line. Height includes height of the berm and sloping grounds.

(b) Fence setbacks. Fences shall be permitted to the street right-of-way or marine/ estuarine/riverine setback (MERS) line and common property lines. No fence shall be permitted to obstruct visual clearance along a right-of-way. See "Visual Clearance Along Rights-of-Way and at Sight Triangle Intersections." No fence or hedge shall be constructed or installed in such a manner as to interfere with drainage on the site.

(c) Permitted fence materials. Suitable fence materials are as follows: masonry, chain link, chain link with slatting, wood, cast iron, aluminum, plastic, and precast concrete.

(d) Fence heights in commercial and industrial districts. There is no maximum height for fences in commercial districts except that barbed wire is permitted only on top of a solid or chain link fence at least six feet in height. Where a commercial district borders a residential district, a fence may be constructed to a maximum height of eight feet on the property line contiguous to the residential district. The method of measurement shall be the same as for residential district fences.

(e) Fences on Pensacola Beach.

(1) Responsibility. Lessee assumes full responsibility for all fences and walls erected on leasehold property.

(2) Location. Fences, walls, and similar construction may be erected outside building setbacks, provided such construction shall not interfere with the exposure or view, or reasonable privacy of adjoining or facing property, as shall be determined by the architectural environmental committee.

(3) Height. Fences shall not exceed the maximum heights as follows. The overall height of the fence is measured from the average elevation of the finished grade.

a. Front yard - three feet.

b. Side yard - ~~eight feet~~six feet.

c. Rear yard - ~~eight feet~~six feet.

(4) Waterfront. Fences to be erected on lots having water frontage must be approved by the AEC prior to construction. Each proposal will be considered on its own merit. Fences to be erected seaward of the coastal construction control line must have FDEP permit.

(5) Design. All such structures shall be in harmony with surrounding property.

(6) Standards for solid wooden fences.

a. Palings to be not less than three-quarter-inch actual thickness and attached with two galvanized nails per connection (no staples).

b. Stringers to be No. 2 grade or better; two by four inch nominal size pressure treated pine; and three stringers to be used with fences more than three feet in height.

c. Posts to be not less than four inches by four inches (square) nominal size or six inches in diameter (round) and treated for below grade penetration; spaced not more than eight feet apart; and not less than four-foot penetration, or 2.5 feet penetration below grade if set in concrete.

(7) Approval.

a. Applications for fence approvals shall include fence details showing cross sections, elevations and materials to be used.

b. If survey by registered Florida surveyor is not furnished to the county, such fence is erected at lessee's own risk.

c. Fence construction shall require a final inspection by SRIA staff.

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,” “article,” or such other appropriate word or phrase in order to accomplish such intentions.

INTENTIONALLY LEFT BLANK

Section 4. **Effective Date.**

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

DONE AND ENACTED this_____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS

Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10128 **Growth Management Report** **12. 5.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 05/05/2016
Issue: 5:49 p.m. - A Public Hearing - Issuance of a Recycling Permit for a New Recycling Facility - Delta Contractors
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:49 p.m. - A Public Hearing Concerning the Issuance of a Recycling Permit for a New Recycling Facility Located at 7470 N. Palafox, Owned by Delta Contractors

That the Board of County Commissioners (BCC) review and approve, modify, or deny the issuance of a recycling permit for a new crushing/recycling facility located at 7470 N. Palafox, owned by Delta Contractors.

BACKGROUND:

The site is the old Sikes Pipe Facility which manufactured concrete pipe and concrete structures. The old building at the site has been demolished, but the concrete slabs remain from the original site. The site is 5.78 acres in size and abuts the I-10 right of way at North Palafox.

Delta Contractors, Inc. proposes to use the site to stockpile crushed concrete and perform crushing operations on the site. The recycled concrete will be sold for use in road building and stabilizing roadways as a base a material.

The Development Order (DO) for Delta Contractors Recycling was approved on April 6, 2016, contingent upon the review for the authorization or denial of the Recycling Facility Permit at the aforementioned location.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the issuance of this Permit.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed the Permit for form and legal sufficiency by legal sign-off.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Board of County Commissioners' mission statement: "To provide efficient, responsive services that enhance our quality of life, meet the common needs, and promote a safe and healthy community."

IMPLEMENTATION/COORDINATION:

Following approval of this recommendation, a Permit shall be issued and distributed accordingly.

Attachments

Aerial Map
Zoning Map
Public Hearing Sign
Development Order

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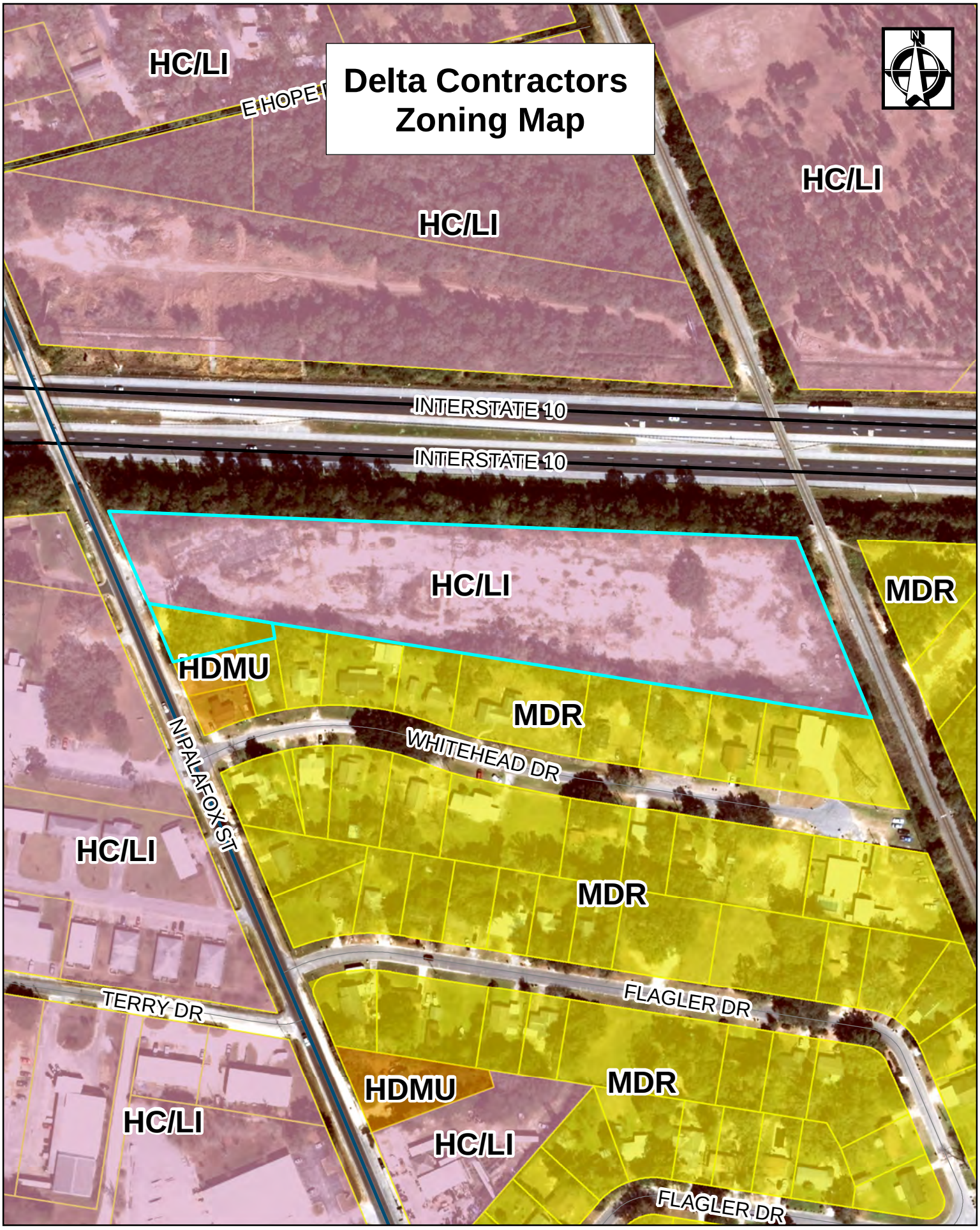
0 70 140 280 420 560 Feet

This map was prepared by the Development Review Division. It is provided for informational purposes only. It is not intended for conveyance, nor is it a survey. Data not guaranteed suitable for any use other than that for which it was gathered.



0 70 140 280 420 560 Feet

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NOTICE OF
PUBLIC HEARING
RECYCLING FACILITY
PERMIT
CASE NO:
DATE:
TIME:
LOCATION OF HEARING

SITE PLAN DEVELOPMENT ORDER
with Concurrency Certification

Project: Delta Contractors Recycling
Location: 7470 N Palafox St
Development Review #: PSP160200022
Exhibit A: Recycling Facility Permit
Exhibit B: Operations Plan
Property Reference #s: 21-1S-30-1126-003-001
21-1S-30-1101-051-027

Future Land Use: C
Zoning District: HC/LI
Flood Zone: X

PROJECT DESCRIPTION

This Development Order is to satisfy site plan review requirements of Escambia County for a proposed recycling facility in compliance with Escambia County Land Development Code and Escambia County Code of Ordinances. This approved Development Order includes the Escambia County Recycling Permit and the Operations Plan to be reviewed and presented for approval for Delta Contractors to the BCC. The project description is the development of a 5.78-acre site as a recycling facility providing storage, recycling/processing and removing waste concrete and asphalt off-site as proposed by attached Exhibit B.

STANDARD PROJECT CONDITIONS

1. This Development Order with concurrency certification shall be effective for a period of 18 months from the date of approval. Site plan approval and concurrency shall expire and become null and void if a permit for the approved development has not been obtained from the Building Inspections Department (BID) within the effective period and no extension has been applied for. After issuance of such permit, site plan approval and concurrency shall only terminate upon permit expiration or revocation by the BID. The Board of Adjustment may grant one extension for a maximum of 12 months to the original effective period of the Development Order, but application for such extension must be submitted before termination of the initial 18-month period. If the Development Order expires or is revoked, allocated capacity will be withdrawn and made available to other applicants. If the applicant chooses to proceed with development of the project site, a new site plan application must be submitted for review, approval, and capacity allocations subject to Code provisions and Level of Service conditions at the time of the new application.

2. This Development Order alone does not authorize site development to commence. A valid Escambia County Building Permit must be obtained prior to any building construction. Site development as described on the approved site plan, including protected tree removal and grading, may occur under the authorization of the Building Permit. However, commencement of such activity prior to issuance of a Building Permit will require a separate **Pre-construction Site Work Permit**, or if no

Building Permit is applicable will require a separate **Parking Lot Permit,** obtained from the Building Inspections Department, with erosion control, tree protection, and all other provisions of the approved site plan fully applicable and enforced.

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

4. No development activities may commence in areas regulated by state or federal agencies unless all required state and federal permits, or proof of exemption, have been obtained and a copy provided to the County.

5. Proof of application from the Emerald Coast Utilities Authority (ECUA) for connection to the sewage system, or from the Escambia County Health Department for an Onsite Sewage Treatment and Disposal System (OSTD), must be obtained prior to issuance of an Escambia County Building Permit.

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

7. A copy of this Development Order and the approved site development plans must be maintained and readily available on site once any construction activity has begun, including clearing and grading. The approved building construction plans must also be on site once any building construction has begun.

Special Project Conditions

1. **Prior to issuance of any permit for the Recycling Facilities activities, the Board of County of Commissioners must approve the Recycling Permit for the facilities and it's operations of the site at a duly advertised public hearing. No Land Disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval. If BCC approval of the Recycling Permit is not obtained then this Development Order shall automatically terminate and be rendered null and void.**

2. Crushed concrete operation and storage shall occur only on the existing imperious concrete slabs and shall not be extended to currently pervious areas on site.

3. Recycling activities, (including crushing, stacking, staging, loading and unloading materials), are limited to the hours between 6:00 a.m. and 6:00 p.m. **Monday through Friday and between 8:00a.m. and 2:00 p.m. on Saturday.** Hours are based on the zoning district and intensity of use as similar to borrow pit and reclamations activities, including land clearing debris and construction and demolition debris disposal. See LDC 4-7.6(b)(2). Hours of Operations may be extended or modified, based on client's needs, as approved by the County Administrator or his designee. Note: Hours of operation, as noted above, were agreed upon at the DRC Meeting on April 6, 2016.

4. Operations creating excessive noise, vibration, dust, smoke or fumes which are a nuisance to persons off of the lot or parcel are not permitted.

5. Trucks have access to and from the site from adequately wide collector or arterial streets and do not use local residential streets.

Development Review Committee (DRC) Recommendation

Having completed development review of the **Delta Contractors Recycling Facility** site plan application referenced herein, in accordance with requirements of applicable Escambia County regulations and ordinances, the DRC makes the following recommendation to the Board of County Commissioners:

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

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

Director, Development Services Department — Date: 4/6/16

Exhibit A

Development Services Department

3363 West Park Place
Pensacola, FL 32505
Phone: 850.595.3472

Horace L. Jones, Department Director

Permit to Operate a Recovered Materials Processing Facility, Recycling Facility, Resource Recovery Facility, or Volume Reduction Plant

Permittee:	**Delta Contractors, Inc. Jeff Godwin**
Facility Name:	**Delta Contractors Concrete & Asphalt Recycling Facility**
Facility Type:	**Concrete & Asphalt Recycling Facility (only)**
File Number:	**PSP#160200022 B**
Original Date of Issue:	
Renewal Date:	
Expiration Date:	
Development Review #:	**#PSP 160200022**
Date:	**April 6, 2016**
Total Acreage of Facility:	**5.78 acres**
Total Area Licensed for Operation:	**5.78 acres**

This permit is issued in accordance with the applicable regulations of the Escambia County Code of Ordinances and Land Development Code. The above named applicant, hereinafter called Permittee, is hereby authorized to perform the work or operate the facility shown in the application and approved drawing(s), plans, and other documents attached hereto or on file with the Department of Development Services, hereinafter called Department, and made a part hereof and specifically described as follows:

General Permit Conditions – All Facilities

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are "permit conditions" and are binding and enforceable pursuant to the authority of Chapter 82, Escambia County Code of Ordinances. Permittees placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.

2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings and exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.

3. This permit does not constitute a waiver of or approval of any other federal, state or other county permit or license that may be required for other aspects of the total project, which are not addressed in the permit.

General Permit Conditions – All Facilities - Continued

4. This permit does not relieve Permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted facility or from penalties therefore; nor does it allow Permittee to cause pollution in contravention of Florida Statues, County and Department rules.

5. Permittee shall properly operate and maintain the facility and systems of treatment and control, where applicable, that are installed and used by Permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit.

6. Permittee, by accepting this permit, specifically agrees to allow County personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:

    a. Inspecting the facility, equipment, practices or operations regulated or required under this permit;
    b. Sampling and monitoring any substance or parameters at any location reasonably necessary to assure compliance with this permit or Department rules, and,
    c. Having access to and copying any records that must be kept under the conditions of this permit.

7. If for any reason, Permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, Permittee shall immediately provide the Department with the following information:

    a. A description of and cause of noncompliance, and
    b. The period of noncompliance, including exact dates and times; or if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.

8. In accepting this permit, Permittee understands and agrees that all records, notes monitoring data and other information relating to the construction or operation of the permitted facility which are submitted to the department, may be used by the Department as evidence in any enforcement case involving the permitted facility arising under the Florida Statutes or County or Department rules.

9. Permittee agrees to comply with changes in Department rules after a reasonable time for compliance.

10. This permit is transferable only upon Department approval in accordance with applicable county rules. Permittee shall be liable for any noncompliance of the permitted activity until the Department approves the transfer of permit.

General Permit Conditions – All Facilities - Continued

11. This permit is required to be kept at the facility, which is permitted during the entire period of construction or operation.

12. Permittee shall submit all comments or correspondence required by this permit to:

Horace L. Jones, Department Director
Development Services Department
3363 West Park Place
Pensacola, Florida 32505

Phone 850-595-3472
E-mail hljones@myescambia.com

Copy to:

Pat Johnson, Department Director
Department of Solid Waste Management
13009 Beulah Road
Cantonment, Florida 32533

Phone 850-937-2160
E-mail ptjohnson@myescambia.com

Specific Permit Conditions

1. Compatibility

Buffering shall be maintained as described and approved by the Development Order and Site Plan associated with this project.

The scale, intensity and operation shall not generate unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards to contiguous residential properties.

2. Environmental Health

The County and/or its designated agent(s) will conduct environmental testing to determine and monitor respirable dust emission levels at Permittee's property line. Respirable dust, which includes silica dust, emission levels shall not exceed the PM2.5 fine particle standard of 35 µg/m3 (micrograms per cubic meter of air) consistent with the protective human health emission standards established by the U.S. Environmental Protection Agency, the Centers for Disease Control and Prevention, and the Florida Department of Health. If a qualified expert determines that respirable dust emission levels exceed the PM2.5 standard of 35 µg/m3 on any single occasion, based upon an hourly average of sixty (60) samples taken at a rate of one sample per minute, such determination shall result in the immediate ceasing of crushing operations and this permit may be revoked by the County Administrator after notice of unsatisfactory performance

Specific Permit Conditions –Continued

and failure to make the necessary corrections within a reasonable time as determined by the County Administrator or his designee. Permittee shall be allowed to
crush for purposes of making the necessary corrections and demonstrating satisfactory performance to the County Administrator or his designee. Permittee may appeal the County Administrator's decision to revoke the permit to the Board of County Commissioners within ten (10) calendar days of the mailing of the notice of revocation to Delta Contractors, Inc. Jeff Godwin, 460 Chadson Street, Pensacola, FL 32514 and a copy emailed to jff godwin@yahoo.com (or such address as the Permittee may provide to the County Administrator in writing). Revocation shall not be final, and crushing operations shall not resume, until the appeal is heard.

In order to facilitate the environmental testing specified above, the Permittee shall provide written notice to the County's Natural Resources Management Department at least two (2) business days prior to beginning any crushing activities on site. Notice may be delivered via email to escambiawqlm@co.escambia.fl.us

3. Leachate Controls

Recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, volume reduction plants shall conform to all performance standards governing the containment, collection and treatment of leachate pursuant to Chapter 403, Florida Statutes, and any other applicable regulations promulgated by the Florida Department of Environmental Protection.

4. Operational Hours

Operational hours shall be as established by the Approved Development Order for the project.

5. Permit Renewals

Permittee shall submit an application, on Department provided forms, no later than 60 days before the expiration of the current permit. Applications submitted in accordance with this section, even if incomplete, shall be deemed complete, and the current permit will be extended until corrections are submitted. Notwithstanding the above, in no instance will permits be extended more than 180 days past the expiration date of the permit.

The permanent Department identification for this facility is _____. Please cite this number on all reports and correspondence concerning this facility.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By:_____
Deputy Clerk

BCC Approved: _____

BOCC Authorization Date: _____

Permit Issue Date:		
Permit Expiration Date:		
Issuing Officer Name:		
Issuing Officer Title/Department:		
Signature:		**Date:**

Exhibit B

OPERATIONS PLAN

3/2/2016

Delta Contractors Recycling Facility
5.78 Acre Recycling Site

Owner: Mr. Jeff Godwin
Delta Contractors of NW Florida, Inc.
460 Chadson Road
Pensacola, FL 32514

PURPOSE

This Plan establishes the methods and procedures for the operation of a 5.78 acre recycling facility located in Escambia County, Florida. The information presented herein is intended to present the minimum standards. This Plan is not intended to circumvent or supersede the requirements of permitting authority Florida Department of Environmental Protection (FDEP) or Escambia County, but to ensure compliance with the Operation Permit.

SITE

The recycling site is located on parcel on the southeast corner of N. Palafox and Interstate 10 (SR-8) in Escambia County, Florida (see attached vicinity map). The total site will contain 5.78 acres (see legal description enclosed).

The existing site was previously owned by Sikes Pipe Company that manufactured concrete stormwater structures and concrete pipe, along with concrete manholes for sewer systems. Sikes Pipe moved operations to Panama City years ago, and the site has set dormant. Periodically over the years the site has been used to store various recycled materials.

The need for this submittal is to receive a Development Order and Board of County Commission approval to operate the site as an asphalt and concrete recycling facility.

OPERATION - GENERAL

The recycling operation will be handled via a tracked crushing machine. The machine will go through FDEP permitting. The crushed material from the operation of the machine will be stored on the top of existing slabs on the site. No additional slabs or impervious areas are envisioned to be added to the site.

The basic operational hours for the crushing and hauling will between the hours of 7 a.m. to 5 p.m. To hold down dust, the owner will use an existing water source to wet down recycled material as crushed. This will prevent airborne dust and other debris. There is no intention to use the site for construction and demolition debris.

The equipment planned for operation of the facility is a mobile crushing machine, front end loaders, and dump trucks. Personnel operating the equipment will be certified operators. At all operating hours, personnel will be on site conducting any activities necessary as required by the FDEP and/or this Plan.

OPERATION - SPECIFIC

(1) Security: The site is located on the old Sikes Pipe land. It is bordered to the north by I-10, to the east by the CSX Railroad lines, to the south by a residential subdivision, and to the west by North Palafox. There is an existing stand of mature trees along the south boundary that interfaces with the single family subdivision that will remain in place as a buffer. Additionally, the owner intends to add a concrete sound barrier along the south boundary to lessen any noise. The existing site is fenced, and no additional fencing is required. Locked gates will be maintained at the designated access location. The Owner/Operator authorized representative will have responsibility for monitoring and controlling content of material brought to the site.

(2) Stormwater Management and Erosion Control: Stormwater will be managed and controlled in accordance with FAC Chapter 62-25,330; Escambia County and other agencies. The proposed facility will not exceed the natural ground elevation and no contouring of the land is required for this site. The ground cover will be seeded and mulched and will not create any impervious area or increase in runoff. Therefore, a stormwater permit should not be required for the proposed facility.

(3) Temporary Storage: The owner of the proposed facility will be the operator of the recycling facility. The owner proposes to use the site to recycle asphalt and concrete with mobile crushing equipment. Materials will be crushed as needed and moved out to various construction sites for use in roadbuilding.

(4) Access: Access to the facility will be controlled by the owner/operator through locked gates at the perimeter. An access road consisting of a paved access exists off of North Palafox into the site. No changes are envisioned to this access point. Any to the site will be controlled at all operating times.

(5) Inspection of Site: At least one machine operator will be on duty at all times when the site is doing crushing and moving operations and to inspect the operations. Also, outgoing material will be inspected while loading operations occur.

(6) Inspections: The facility will be available for inspection by authorized government agency representatives, during normal operating hours. Should emergency or other unscheduled inspection be required, the party desiring to inspect should contact the Owner/Operator at the number and location posted at the site.

(7) The site will not handle CDD, LCD, or debris of yard waste, etc.

CERTIFICATION:

I hereby certify that the facts and information contained in this plan are true and correct to the best of my knowledge and belief and that the plan provides adequate details to satisfy the required function.

Jerry W. McGuire, PE 4/15/2016
Florida Registration No. 39572

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10129 **Growth Management Report** **12. 6.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 05/05/2016
Issue: 5:50 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map, LSA-2015-02
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:50 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map, LSA-2015-02

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the 2030 Future Land Use Map, changing the Future Land Use category of a parcel within Section 17, Township 2S, Range 30W, Parcel Number 5016-000-002 totaling 48.49 (+/-) acres, located off the 1200 Block of W Leonard Street, from Mixed-Use Urban (MU-U) and Recreation (Rec) to Public (P); changing a parcel within Section 17, Township 2S, Range 30W, Parcel Number 5016-002-002 totaling 0.70 (+/-) acres, located off 1211 W Fairfield Drive, from Commercial (C) to Public (P); changing five parcels within Section 17, Township 2S, Range 30W, Parcel Numbers 5016-001-001, 5009-000-062, 5009-000-064, 5009-000-068 and 5009-041-041, totaling 1.08 (+/-) acres, located off N “H” Street and W Cross Street, and nine parcels within Section 18, Township 2S, Range 30W, Parcel Numbers 6000-001-056, 6000-004-055, 6000-004-056, 6000-005-056, 6000-002-056, 6000-003-047, 6000-003-048, 6000-003-055 and 6000-017-047, totaling 3.71 (+/-) acres, located off N “H” Street, from Mixed-Use Urban (MU-U) to Public (P).

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At the January 5, 2016, Planning Board, the Board recommended approval.

BACKGROUND:

The applicant requests a Future Land Use (FLU) map amendment to change the FLU category of a 53.98 (+/-) acre sixteen-parcel site from Mixed-Use Urban (MU-U) and Recreation (Rec) to Public (P), from Commercial (C) to Public (P), and from Mixed-Use Urban (MU-U) to Public (P).

The current zoning designation of the referenced parcels is HC/LI, HDR, HDMU, and Rec, which are in the process of rezoning to Public (P), case number Z-2015-23. The FLU change is proposed to allow existing county government or other public institutions or agencies to continue use on already Escambia County owned property.

The subject parcels are located along the north and south side of Leonard Street, south of Fairfield Drive, east of North “L” Street and west of “G” Street. The properties are built out consisting of Escambia Jail, County Park, stormwater pond, Escambia County Area Transit, Health Department, State Work Release facility, and Escambia County Sheriff's Garage facilities.

The site is largely surrounded by single-family residential use pattern zoned High Density Residential (HDR) with small lots to the south and east. To the west and north the zoning consists of Heavy Commercial and Light Industrial (HC/LI).

BUDGETARY IMPACT:

No budgetary impact is anticipated by the approval 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 Comprehensive Plan, will be filed with the Department of State following adoption by the board.

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

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

Attachments

LSA-2015-02
Draft Ordinance
Clean Ordinance

LSA-2015-02

FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT _____
LARGE SCALE FLU AMENDMENT LSA 2015-02
Current FLU: MU-U/REC/C **Desired FLU:** (P) Public **Zoning: HDR/REC Taken by: John C Fisher**
Planning Board Public Hearing, date(s): January 5, 2016

BCC Public Hearing, proposed date(s): tentative February

Fees Paid _____ **Receipt #** _____ **Date: 12/3/2015**

OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL

Name: Escambia County Board of County Commissioners

Address: 221 Palafox PL STE 420,

City: Pensacola State: Florida Zip Code: 32502

Telephone: (850) 595-3475

Email: _____

DESCRIPTION OF PROPERTY:

Street address: See attachment

_____

_____

Subdivision:

_____

Property reference number: Section _____ Township _____ Range _____

Parcel _____ Lot _____ Block _____

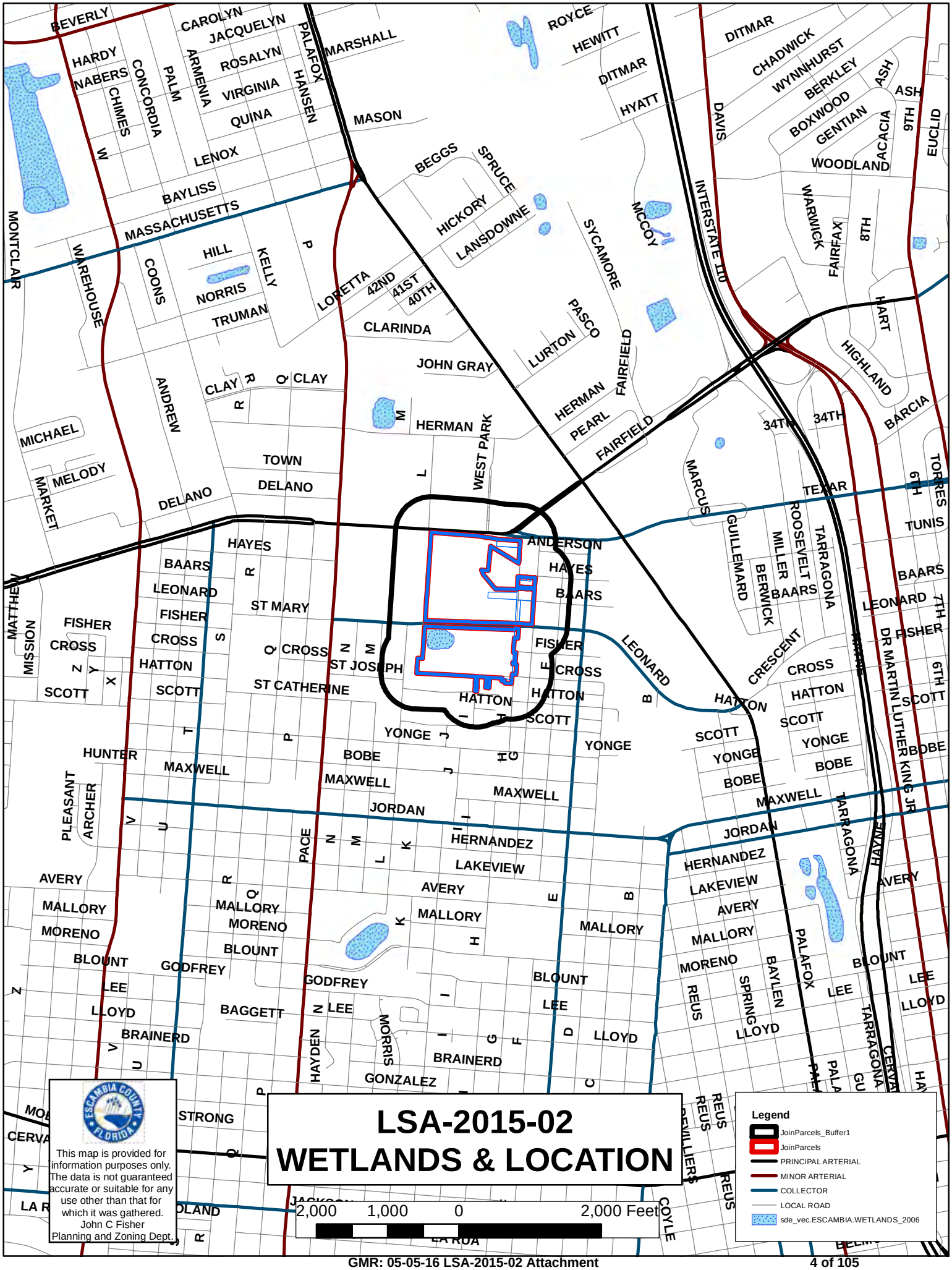
Size of Property (acres) 54.24+/- Sewer X Septic Tank

JAIL SITES - PARCELS OF INTEREST

11/18/2015

Sheriff's Complex Block (East Block Englewood Park/Rec Site and "H" St. Corridor)

REFNUM	OWNER	MAIL ADDRESS	SITE ADDRESS	LANDTYPE	LANDSIZE	EXEMPTION	LINK	NOTES
17-2S-30-5016-000-002	**ESCAMBIA COUNTY JAIL SITE AND REC SITE.**	221 PALAFOX PL STE 420	1200 W LEONARD ST	RESIDENTIAL	48.49	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=172S305016000002	
17-2S-30-5016-001-001	ESCAMBIA COUNTY BCC Rectangle piece on Jail site.	221 PALAFOX PL STE 420	3101 N H ST	RESIDENTIAL	0.61	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=172S305016001001	
18-2S-30-6000-001-056	ESCAMBIA COUNTY BCC	221 PALAFOX PL STE 420	3000 BLK N G ST	RESIDENTIAL	1.27	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000001056	
18-2S-30-6000-004-055	ESCAMBIA COUNTY	221 PALAFOX PL STE 420	1190 W LEONARD ST	RESIDENTIAL	1.35	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000004055	
18-2S-30-6000-004-056	ESCAMBIA COUNTY	221 PALAFOX PL STE 420	1125 W HAYES ST	RESIDENTIAL	0.08	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000004056	
18-2S-30-6000-005-056	ESCAMBIA COUNTY	221 PALAFOX PL STE 420	1135 W HAYES ST	RESIDENTIAL	0.08	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000005056	
18-2S-30-6000-002-056	ESCAMBIA COUNTY	221 PALAFOX PL STE 420	1400 BLK W HAYES ST	RIGHT OF WAY	0.06	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000002056	
18-2S-30-6000-003-047	ESCAMBIA COUNTY BCC	221 PALAFOX PL STE 420	H ST	RIGHT OF WAY	0.10	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000003047	
18-2S-30-6000-003-048	ESCAMBIA COUNTY	221 PALAFOX PL STE 420	H ST	RIGHT OF WAY	0.16	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000003048	
18-2S-30-6000-003-055	ESCAMBIA COUNTY	221 PALAFOX PL STE 420		RIGHT OF WAY	0.44	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000003055	
17-2S-30-5009-000-062	ESCAMBIA COUNTY	221 PALAFOX PL STE 420	I ST	RIGHT OF WAY	0.08	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=172S305009000062	
18-2S-30-6000-017-047	ESCAMBIA COUNTY BCC	221 PALAFOX PL STE 420	H ST	RIGHT OF WAY	0.17	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000017047	
17-2S-30-5009-000-064	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS	221 PALAFOX PL STE 420	1209 W CROSS ST	RESIDENTIAL	0.15	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=172S305009000064	
17-2S-30-5009-000-068	ESCAMBIA COUNTY	221 PALAFOX PL STE 420	1209 BLK W CROSS ST	RESIDENTIAL	0.20	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=172S305009000068	
17-2S-30-5009-041-041	ESCAMBIA COUNTY	221 PALAFOX PL STE 420	I ST	RIGHT OF WAY	0.04	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=172S305009041041	
17-2S-30-5016-002-002	**ESCAMBIA COUNTY Work Release Site**	221 PALAFOX PL STE 420	1211 W FAIRFIELD DR	COMMERCIAL	0.70	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=172S305016002002	


LSA-2015-02
WETLANDS & LOCATION
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.
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Legend
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JoinParcels
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
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BEVERLY
CAROLYN
JACQUELYN
PALAFOX
MARSHALL
ROYCE
HEWITT
DITMAR
CHADWICK
WYNNHURST
BERKLEY
ASH
HARDY
NABERS
CONCORDIA
PALM
ARMENIA
ROSALYN
VIRGINIA
HANSEN
CHIMES
QUINA
MASON
HYATT
DAVIS
BOXWOOD
GENTIAN
ACACIA
9TH
EUCLID
LENOX
BEGGS
SPRUCE
WOODLAND
BAYLISS
MASSACHUSETTS
HICKORY
LANSDOWNE
SYCAMORE
MCCOY
INTERSTATE 110
WARWICK
FAIRFAX
8TH
MONTCLAIR
WAREHOUSE
COONS
HILL
KELLY
NORRIS
TRUMAN
LORETTA
42ND
41ST
40TH
CLARINDA
PASCO
LURTON
FAIRFIELD
HART
HIGHLAND
JOHN GRAY
ANDREW
CLAY
HERMAN
PEARL
34TH
BARCIA
MICHAEL
MELODY
MARKET
TOWN
DELANO
WEST PARK
MARCUS
TEXAR
6TH
TORRES
TUNIS
HAYES
ANDERSON
GUILLEMARD
MILLER
ROOSEVELT
TARRAGONA
BERWICK
BAARS
LEONARD
ST MARY
FISHER
CROSS
HATTON
SCOTT
ST JOSEPH
ST CATHERINE
CRESCENT
7TH
DR MARTIN LUTHER KING JR
MATTHEW
MISSION
YONGE
BOBE
HUNTER
MAXWELL
JORDAN
PLEASANT
ARCHER
PACE
HERNANDEZ
LAKEVIEW
AVERY
MALLORY
MORENO
BLOUNT
GODFREY
LEE
LLOYD
BAGGETT
BRAINERD
HAYDEN
MORRIS
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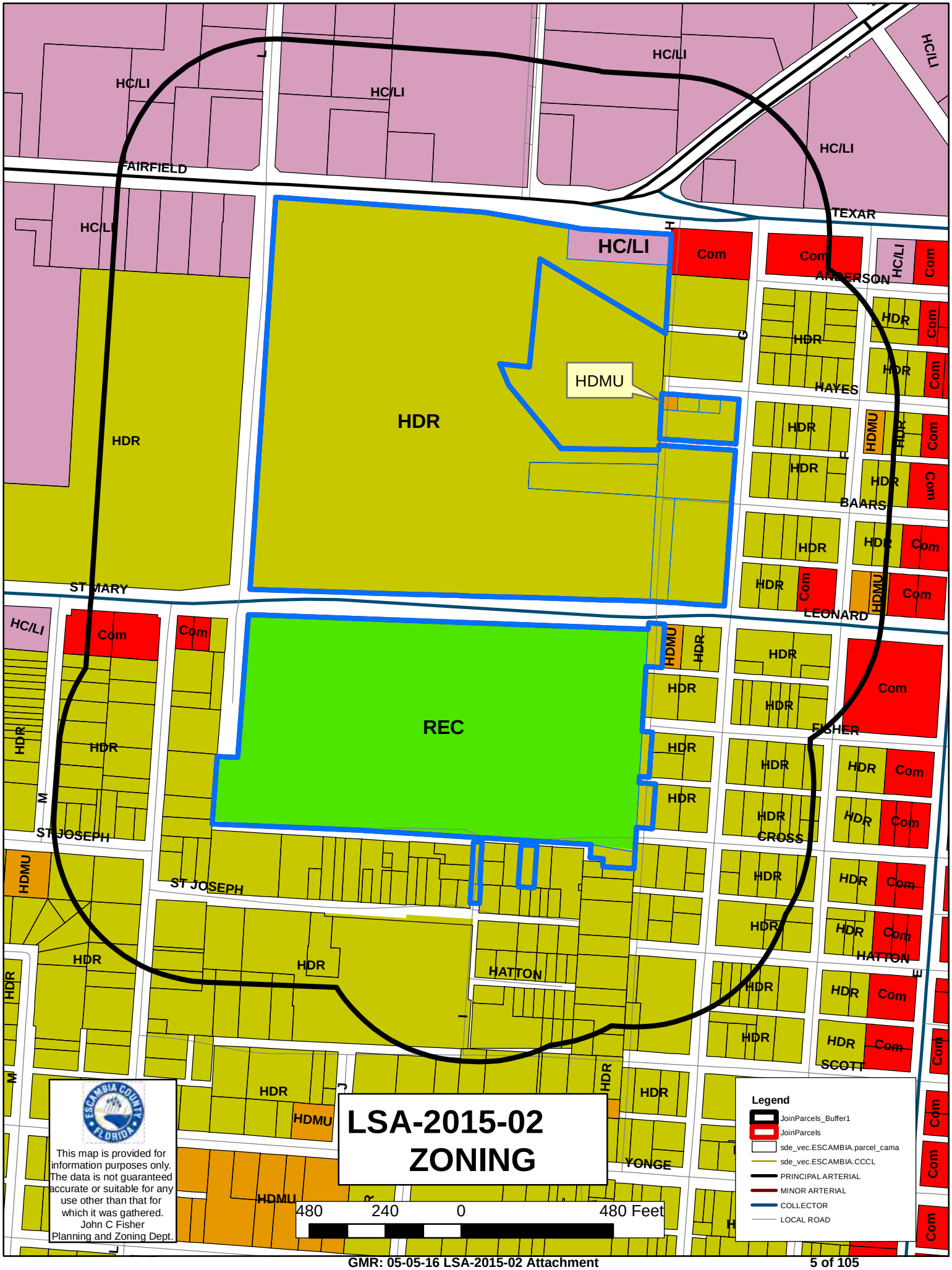
REUS
SPRING
BAYLEN
PALAFOX
STRONG
CERVA
LA RUA
COYLE
DEVILLIERS


HC/LI
HC/LI
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HC/LI
HC/LI
FAIRFIELD
TEXAR
HC/LI
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Com
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ANDERSON
HDR
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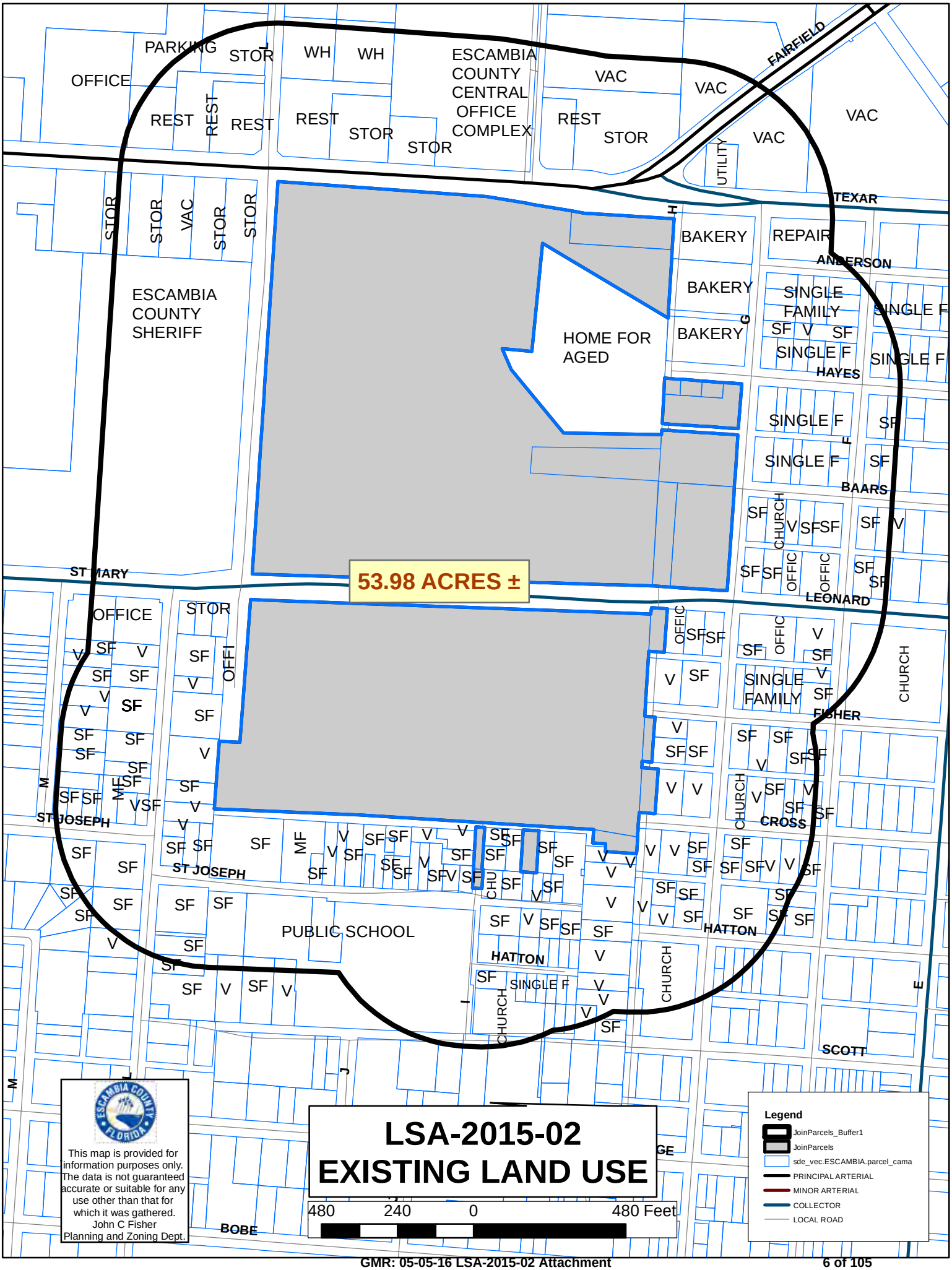
53.98 ACRES ±
ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
ESCAMBIA COUNTY SHERIFF
HOME FOR AGED
PUBLIC SCHOOL
FAIRFIELD
TEXAR
ANDERSON
HAYES
BAARS
LEONARD
FISHER
CROSS
HATTON
SCOTT
ST MARY
ST JOSEPH
BOBE
LSA-2015-02
EXISTING LAND USE
480 240 0 480 Feet
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.
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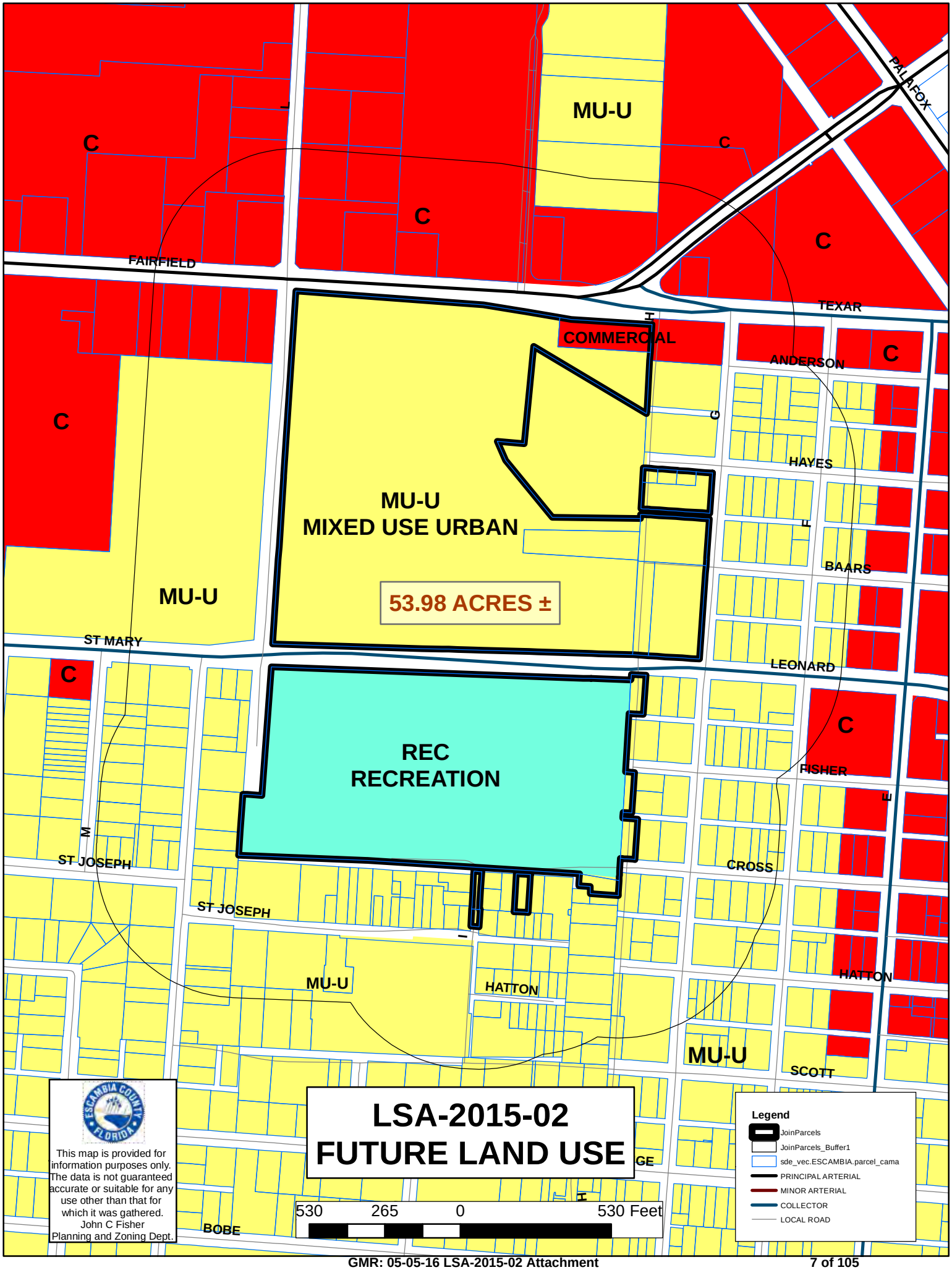
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD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FAIRFIELD
PALAFOX
TEXAR
COMMERCIAL
ANDERSON
HAYES
BAARS
MU-U
MIXED USE URBAN
53.98 ACRES ±
MU-U
ST MARY
LEONARD
REC
RECREATION
FISHER
CROSS
ST JOSEPH
ST JOSEPH
MU-U
HATTON
HATTON
MU-U
SCOTT
BOBE
LSA-2015-02
FUTURE LAND USE
530 265 0 530 Feet
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.
Legend
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JoinParcels_Buffer1
sde_vec.ESCAMBIA.parcel_cama
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

FAIRFIELD
TEXAR
ANDERSON
HAYES
BAARS
ST MARY
LEONARD
FISHER
ST JOSEPH
CROSS
HATTON
SCOTT
YONGE
LSA-2015-02
AERIAL
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.
480 240 0 480 Feet
Legend
JoinParcels_Buffer1
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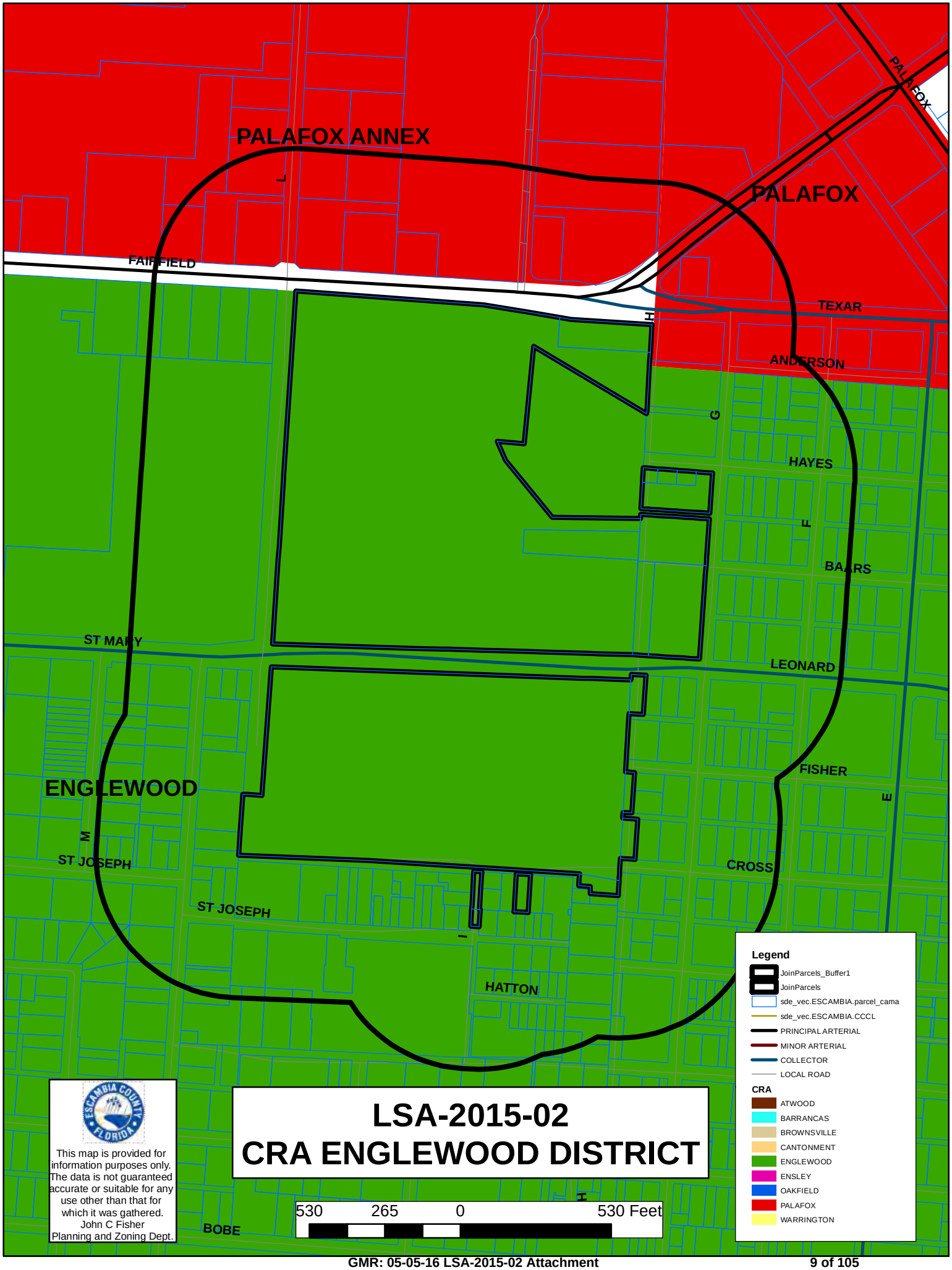
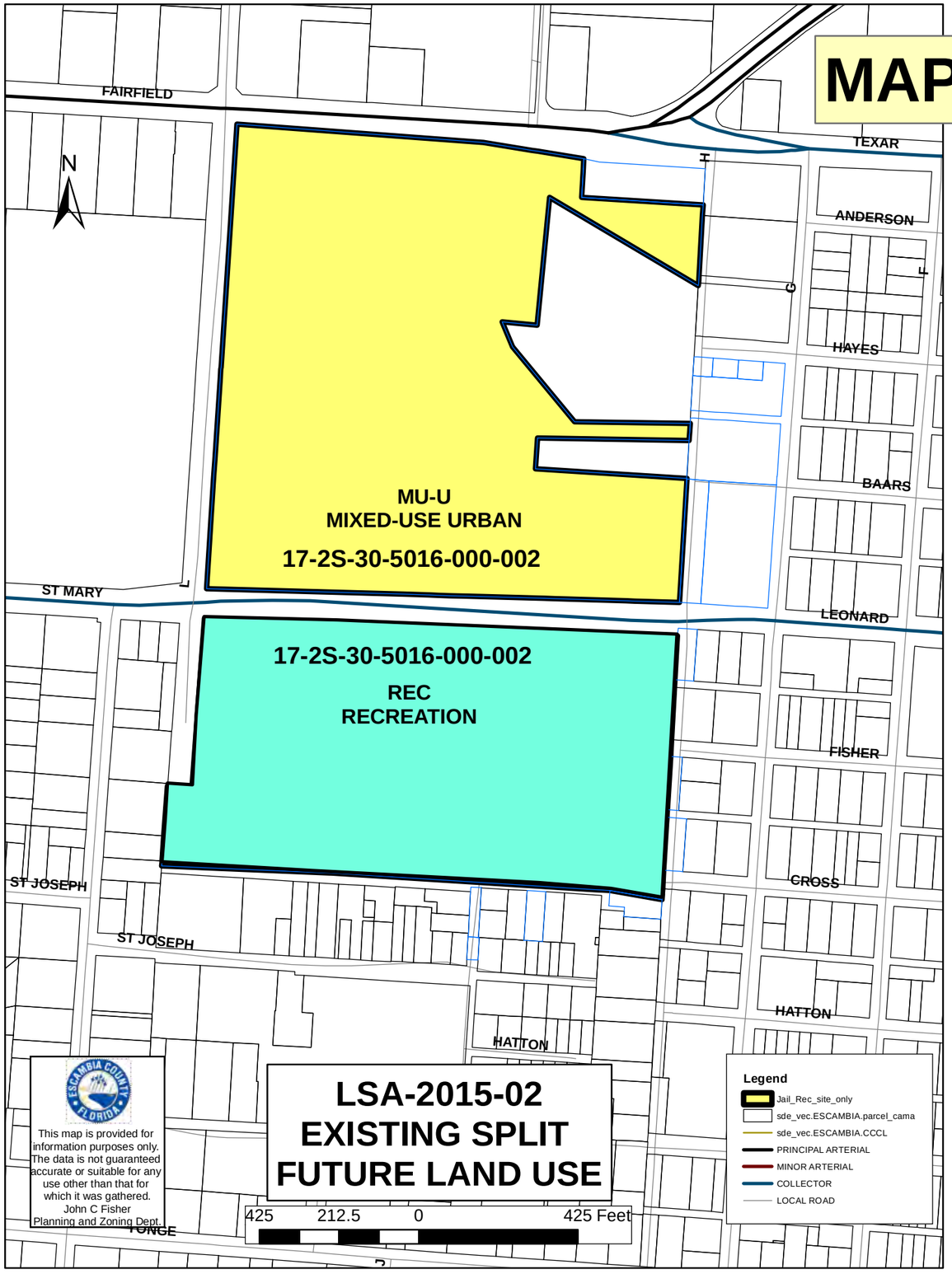
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


PALAFOX ANNEX
PALAFOX
FAIRFIELD
TEXAR
ANDERSON
HAYES
BAARS
ST MARY
LEONARD
FISHER
ENGLEWOOD
ST JOSEPH
ST JOSEPH
CROSS
HATTON
BOBE
Legend
JoinParcels_Buffer1
JoinParcels
sde_vec.ESCAMBIA.parcel_cama
sde_vec.ESCAMBIA.CCCL
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
CRA
ATWOOD
BARRANCAS
BROWNSVILLE
CANTONMENT
ENGLEWOOD
ENSLEY
OAKFIELD
PALAFOX
WARRINGTON
LSA-2015-02
CRA ENGLEWOOD DISTRICT
530 265 0 530 Feet
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.

MAP A


FAIRFIELD
TEXAR
ANDERSON
HAYES
BAARS
LEONARD
ST MARY
FISHER
CROSS
ST JOSEPH
HATTON
TONGE
N
MU-U
MIXED-USE URBAN
17-2S-30-5016-000-002
17-2S-30-5016-000-002
REC
RECREATION
LSA-2015-02
EXISTING SPLIT
FUTURE LAND USE
425 212.5 0 425 Feet
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.
Legend
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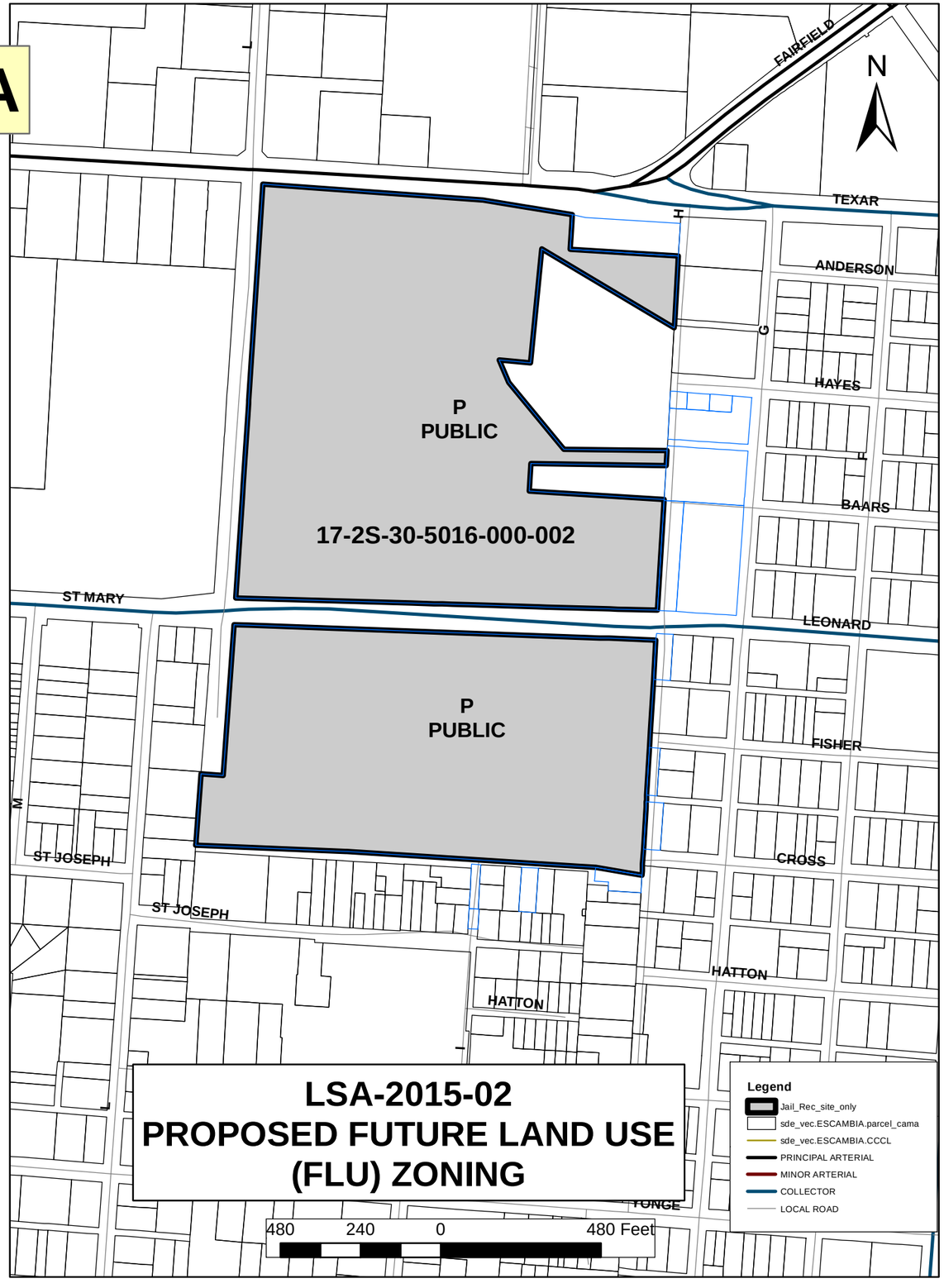
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


FAIRFIELD
TEXAR
ANDERSON
HAYES
BAARS
LEONARD
ST MARY
FISHER
CROSS
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HATTON
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P
PUBLIC
17-2S-30-5016-000-002
P
PUBLIC
LSA-2015-02
PROPOSED FUTURE LAND USE
(FLU) ZONING
480 240 0 480 Feet
Legend
Jail_Rec_site_only
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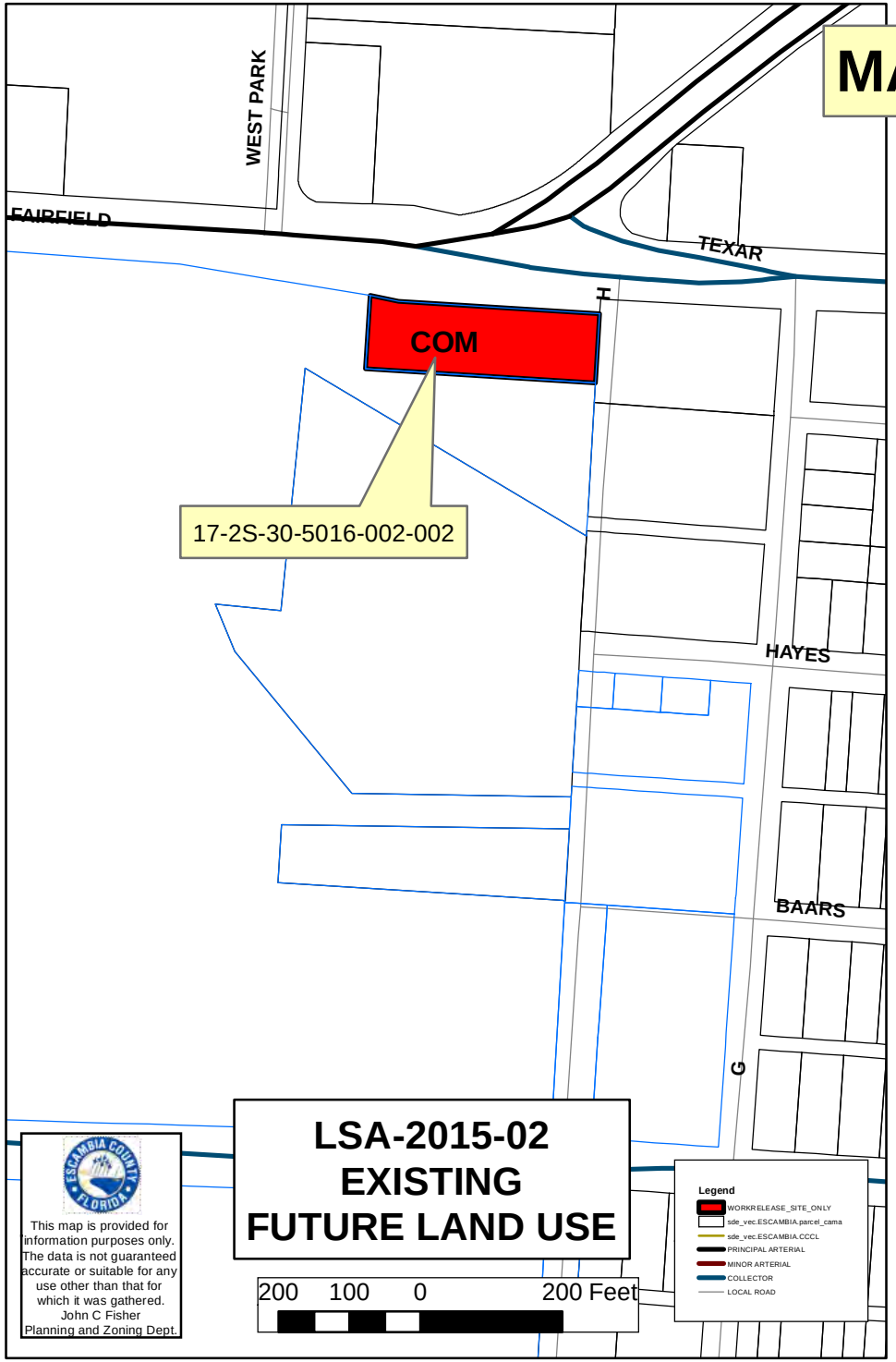
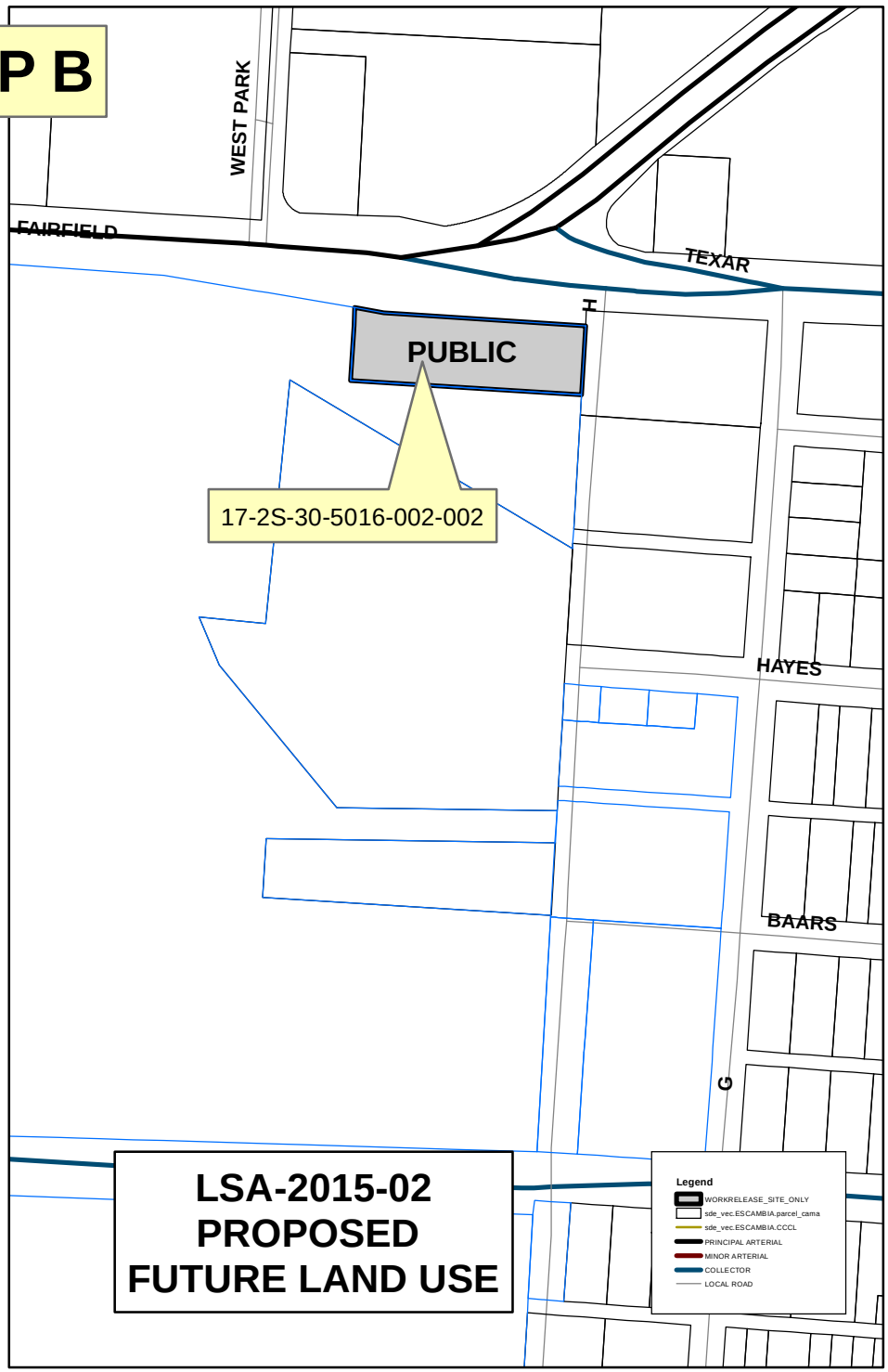
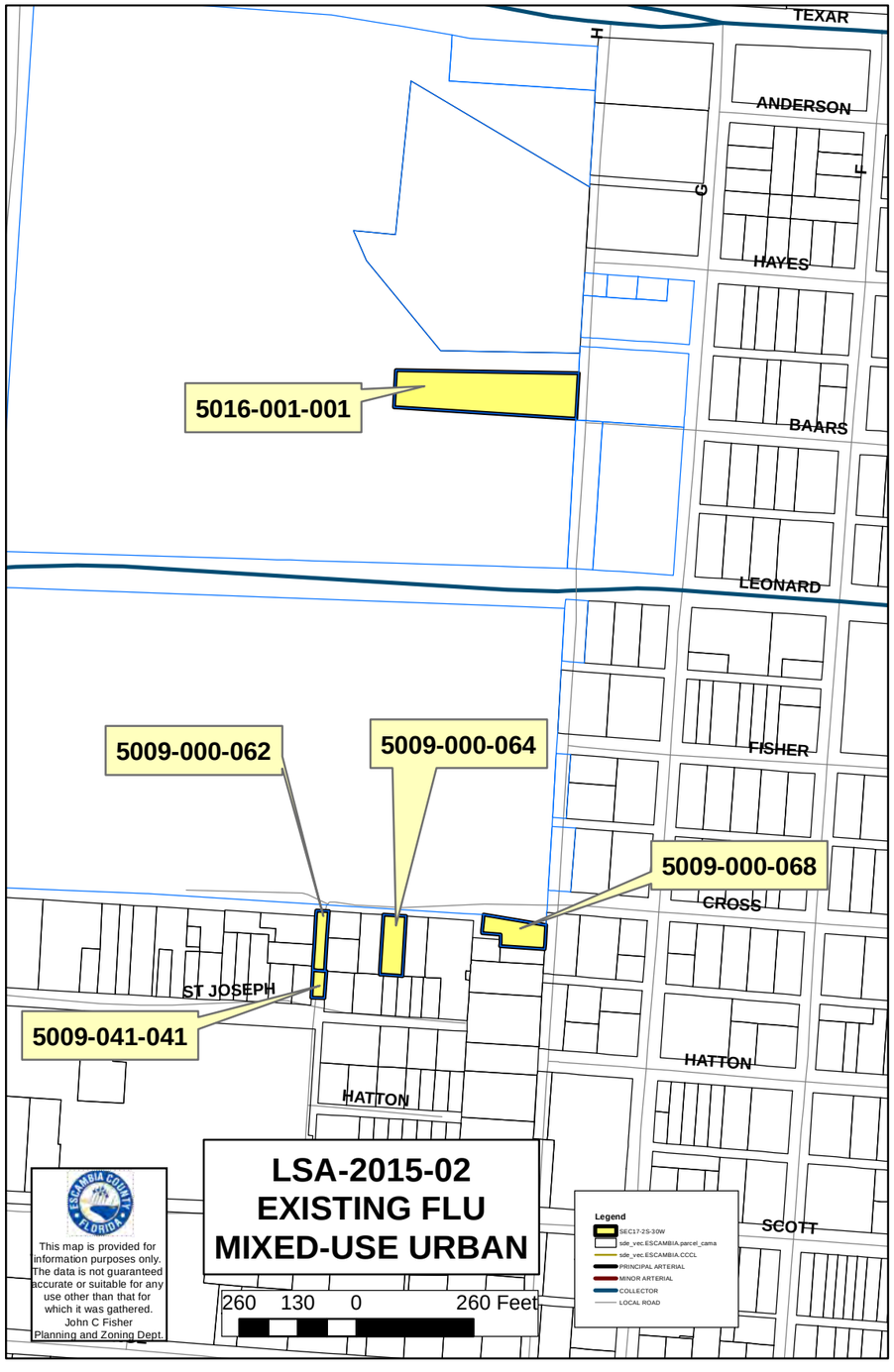
sde_vec.ESCAMBIA.CCCL
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

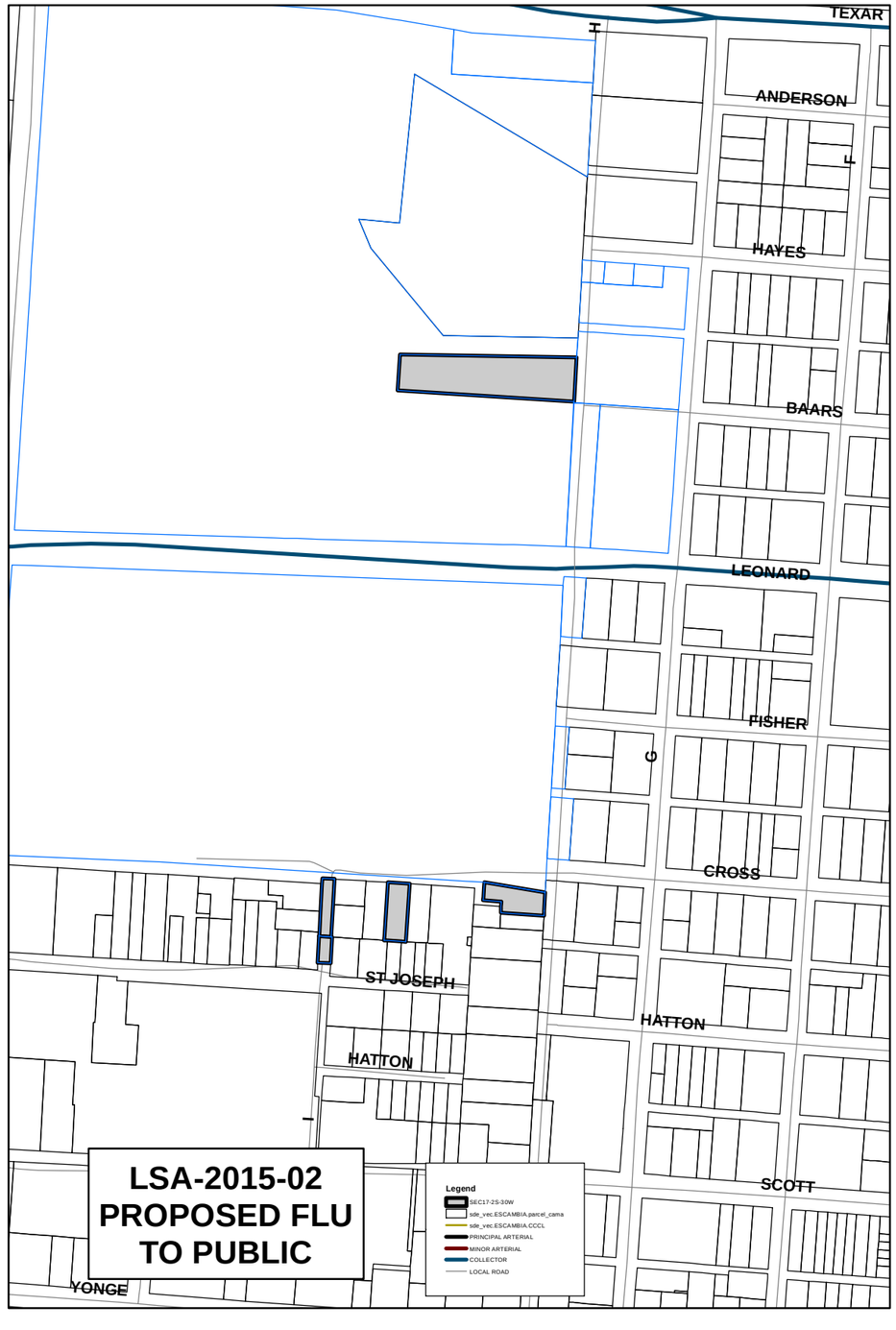
MAP B


WEST PARK
FAIRFIELD
TEXAR
I
COM
17-2S-30-5016-002-002
HAYES
BAARS
G
LSA-2015-02
EXISTING
FUTURE LAND USE
200 100 0 200 Feet
Legend
WORKRELEASE_SITE_ONLY
sde_vec.ESCAMBIA.parcel_cama
sde_vec.ESCAMBIA.CCCL
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.


WEST PARK
FAIRFIELD
TEXAR
I
PUBLIC
17-2S-30-5016-002-002
HAYES
BAARS
G
LSA-2015-02
PROPOSED
FUTURE LAND USE
Legend
WORKRELEASE_SITE_ONLY
sde_vec.ESCAMBIA.parcel_cama
sde_vec.ESCAMBIA.CCCL
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

MAP C
SECTION 17, TOWNSHIP 2S, RANGE 30W
FULL LEGAL DESCRIPTIONS WITH PROPOSED FUTURE LAND CHANGE





Escambia County Property Appraiser
172S305009000064 - Full Legal Description
BEG 148 FT S OF NE COR OF S1/2 OF LT 9
BRAINERD & MCINTYRE S/D W 310 FT FOR BEG
CONTINUE W 50 FT N 133 FT E 50 FT S 1
33 FT TO BEG LT 4 UNRECORDED PLAT OF
PEAKMANS PIKE S/D OR 7166 P 629

Escambia County Property Appraiser
172S305009000068 - Full Legal Description
BEG 15 FT S OF NE COR OF S1/2 OF LT 9
BRAINERD & MCINTYRE S/D CONTINUE S 61 FT W
100 FT N 26 FT W 42 FT N 50 FT E 142 FT TO BEG
UNRECORDED PLAT OF
PEAKMANS PIKE S/D OR 5765 P 566

Escambia County Property Appraiser
172S305009041041 - Full Legal Description
BEG AT NE COR OF S 1/2 OF LT 9
BRAINERD & MCINTYRE S/D W 510 5/10 FT
SLY 135 FT FOR POB S 61 FT E 31 FT N 61 FT
W 31 FT TO POB LT 41 UNRECORDED PLAT
OF ALLISON PROPERTY OR 1932 P 978
ACCORDING TO FL STATUTE 197.502(8)

Escambia County Property Appraiser
172S305016001001 - Full Legal Description
BEG NW COR THEN S 2 DEG 4 MIN 47
SEC W 315 57/100 FT N 87 DEG 55 MIN 13
SEC W 13 FT TO A CONCRETE MONUMENT
ON WLY R/W LI OF H ST (50 FT R/W) S 2
DEG 4 MIN 47 SEC W ALG SAID R/W 465 37/100 FT
FOR POB THEN S 2 DEG 4
MIN 47 SEC W 100 63/100 FT N 87 DEG
55 MIN 13 SEC W 389 38/100 FT N 2 DEG 4
MIN 47 SEC E 68 08/100 FT N 87 DEG 18
MIN 4 SEC E 390 74/ 100 FT TO POB OR 5475 P 31

Escambia County Property Appraiser
172S305009000062 - Full Legal Description
BEG AT NE COR OF S1/2 OF LT 9
BRAINERD & MCINTYRE S/D S 148 FT W
482 FT FOR BEG CONTINUE W 28 FT N 133 FT
E 28 FT S 133 FT TO BEG OR PART OF LT 1 OF
UNRECORDED PLAT OF PEAKMANS PIKE S/D
OR 1247 P 891

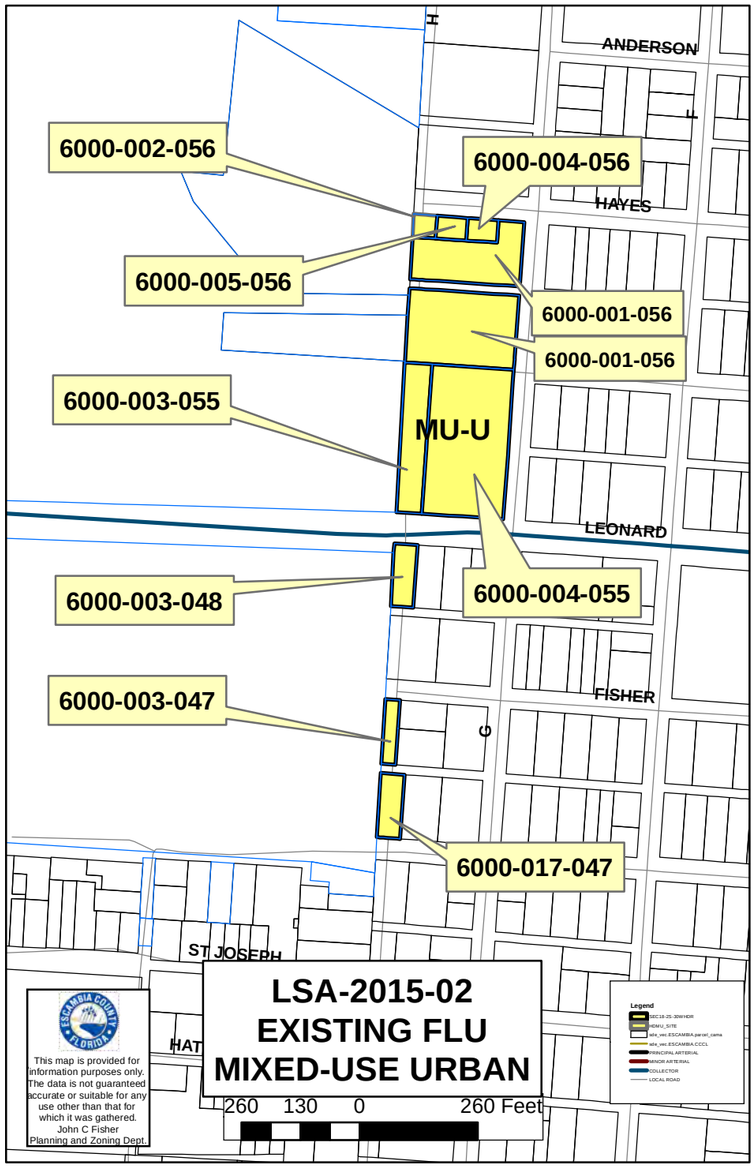
MAP D
SECTION 18, TOWNSHIP 2S, RANGE 30W
FULL LEGAL DESCRIPTIONS WITH PROPOSED FUTURE LAND CHANGE

Escambia County Property Appraiser
182S306000002056 - Full Legal Description
N 50 FT OF LTS 2 TO 8 FRAC BLK 56
ENGLEWOOD HEIGHTS PLAT DB 59 P 107 CASE 97-278-
CP-03 OR 6019 P 1488 LESS OR 2122 P 861 PRYDE

Escambia County Property Appraiser
182S306000003047 - Full Legal Description
ALL LT 3 AND W 15 FT OF LT 4 FRAC BLK 47
ENGLEWOOD HEIGHTS PLAT DB 59 P 107 OR
1606 P 889 ACCORDING TO FLORIDA STATUTE 197.502(8)

Escambia County Property Appraiser
182S306000003055 - Full Legal Description
LTS 3 & 18 & FRACTIONAL LTS 4 & 17 BLK 55
ENGLEWOOD HEIGHTS PLAT DB 59 P 107 DB
488 P 665 & S 1/2 OF VACATED BAARS
ST ADJ LTS OR 4207 P 403

Escambia County Property Appraiser
182S306000001056 - Full Legal Description
ALL FRAC BLK 56 LESS N 50 FT OF LTS 2
TO 8 FRAC BLK 56 ENGLEWOOD HEIGHTS PLAT
DB 59 P 107 OR 2792 P 324 N 1/2 OF
VACATED BAARS ST ADJ LTS OR 4207 P 403



Escambia County Property Appraiser
182S306000003048 - Full Legal Descripition
LTS 3 4 BLK 48 DB 503 P 312
EN GLEWOOD HEIGHTS PLAT DB 59 P 1 07

Escambia County Property Appraiser
182S306000004055 - Full Legal Description
FRACTIONAL LT 4 & 17 & ALL LTS 5 TO
16 & 20 FT ALLEY BLK 55
ENGLEWOOD HTS PLAT
DB 59 P 107 OR 952 P 942 S 1/2 OF
VACATED BAARS ST ADJ LTS OR 4207 P 403

Escambia County Property Appraiser
182S306000004056 - Full Legal Description
BEG AT NE COR OF LT 8 FRAC BLK 56
ENGLEWOOD HEIGHTS PLAT DB 59 P 107 WLY ALG S
R/W LI OF HAYES ST (55 FT R/W) 67 28/100 FT
DEFLECT 90 DEG 29 MIN 34 SEC LEFT 50 FT
DEFLECT 89 DEG 30 MIN 26 SEC LEFT 66 85/100 FT
DEFLECT 90 DEG 0 MIN 0 SEC LEFT 50 FT
TO POB OR 6019 P 1490

Escambia County Property Appraiser
182S306000005056 - Full Legal Description
BEG AT NE COR OF LT 8 FRAC BLK 56
ENGLEGWOOD HEIGHTS PLAT DB 59 P 107 WLY
ALG S R/W LI OF HAYES ST (55 FT R/W 67 28/100 FT
FOR POB CONT ALG SAME COURSE 67 27/100
FT TO E R/W LI OF H ST DEFLECT 90 DEG 58 MIN 40
SEC LEFT ALG E R/W LI 50 FT DEFLECT
89 DEG 01 MIN 20 SEC LEFT 66 85/100 FT DEFLECT
90 DEG 29 MIN 34 SEC LEFT 50 FT TO POB
OR 6019 P 1490

Escambia County Property Appraiser
182S306000017047 - Full Legal Description
LTS 17 18 AND W 7 FT OF 16 FRAC BLK 47
ENGLEWOOD HEIGHTS PLAT DB 59 P 107 OR 1606
P 887 ACCORDING TO FLORIDA STATUTE 197.502(8)

NOTICE OF
REQUEST FOR FUTURE
LAND USE CHANGE
EXISTING FUTURE LAND USE MU-U/Rec/C
PROPOSED FUTURE LAND USE Pub
CPA NUMBER LSA-2015-02
PUBLIC MEETING/HEARING
PLANNING BOARD
DATE: 01/05/16 TIME: 8:30 A.M.
ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE
BOARD MEETING ROOM
BOARD OF COUNTY COMMISSIONERS
DATE: 02/02/16 TIME: 9:08 A.M.
ESCAMBIA COUNTY COURTHOUSE
221 PALAFOX PLACE
1ST FLOOR BCC CHAMBERS
Public Hearing Sign

Looking North Across Leonard Street and along "L" Street.

Looking East along Leonard Street.

Looking Southeast on Stormwater Pond area.

Looking South From Leonard Street

Public Hearing Sign on NE Corner of "L" Street and Leonard Street

Public Hearing Sign on NE Corner of "L" Street and Leonard Street

Looking East Along Leonard Street from the Corner of "L" Street.

Looking South across Leonard Street

Looking West along Leonard Street and across “L” Street

Looking North along “L” Street from the corner of Leonard Street

Public Hearing Sign on SE Corner of "H" Street and Leonard Street

Public Hearing Sign Looking South Along “H” Street

Looking West on Recreation Site from “H” Street.

Looking North Along "H" Street

Looking NE on the Corner of “H” Street and Leonard Street.

Public Hearing Sign on NW Corner of "H" Street and Leonard Street

Looking East along Leonard Street

Looking Southeast Corner of "H" Street and across Leonard Street

Looking South Across Leonard Street from the corner of “H” Street.

Looking North along “H” Street

Public Hearing Sign on NW Corner of "L" Street and Fairfield Drive

Looking East Along Fairfield Drive

Looking North across Fairfield Drive.

Looking Northeast along Fairfield Drive.

Looking Southeast from Fairfield Drive

Looking West along Fairfield Drive.

Public Hearing Sign on Fairfield Drive.

Looking East along Fairfield Drive

Looking West along Fairfield

Looking Northwest across Fairfield Drive.

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	172S305016000002
Account:	062439000
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1200 W LEONARD ST 32501
Use Code:	COUNTY OWNED
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$2,763,931	$12,187,991	$14,951,922	$14,951,922
2014	$2,763,931	$12,260,118	$15,024,049	$15,024,049
2013	$2,764,025	$11,834,570	$14,598,595	$14,598,595

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
07/1992	3254	630	$100	WD	View Instr
01/1971	561	1	$100	OT	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions

COUNTY OWNED

Legal Description

N1/2 OF LT 9 ALL LT 16 DB 1/54 3 P 161/179 LESS OR 67 P 284 S TATE RD R/W LESS OR 429 P 980 STATE RD R/W LESS OR 561 P 3 R...

Extra Features

ASPHALT PAVEMENT
BLOCK/BRICK BUILDING
CANOPY
CONCRETE WALKS
DUMBWAITER
ELEVATOR
FRAME BUILDING
METAL SHED
MISC
OPEN PORCH
PARKING LIGHT
UTILITY BLDG
WOOD FENCE

Parcel Information

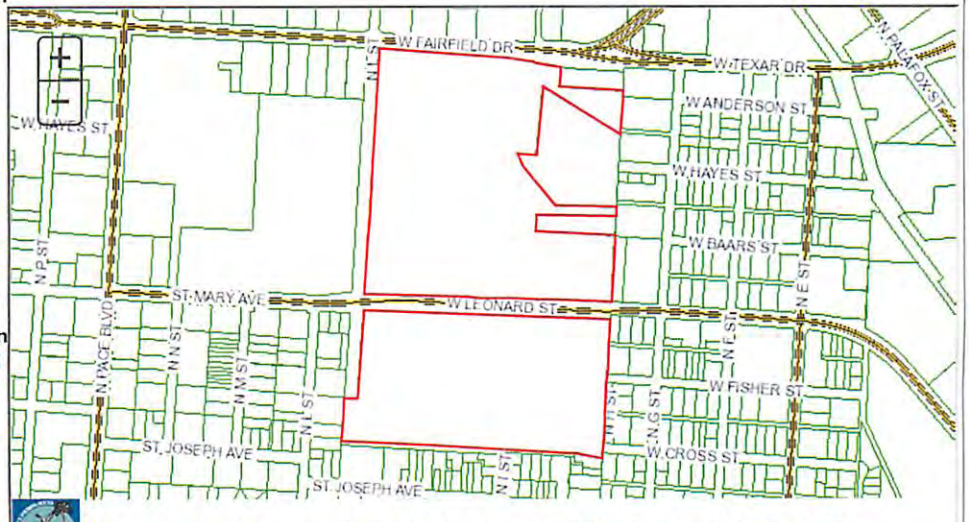
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
48.4900

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

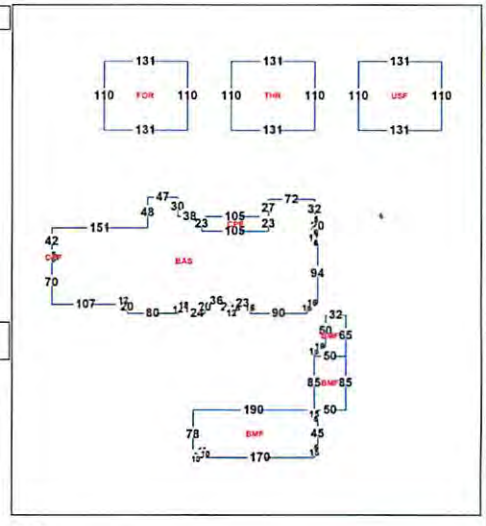
Address:1200 W LEONARD ST, Year Built: 1960, Effective Year: 1980

Structural Elements

DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*180*
EXTERIOR WALL-*STUCCO*
FLOOR COVER-*CARPET*
FOUNDATION-*STRUCTURAL*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*360*
NO. STORIES-*4*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*STEEL TRUSS/FRM*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*RIGID FRAME*

Areas - 124982 Total SF

BASE AREA - *58284*
BASEMENT FIN - *21005*
CARPORT FIN - *2415*
FOURTH STORY - *14410*
OPEN PORCH FIN - *48*
THIRD STORY - *14410*
UPPER STORY FIN - *14410*



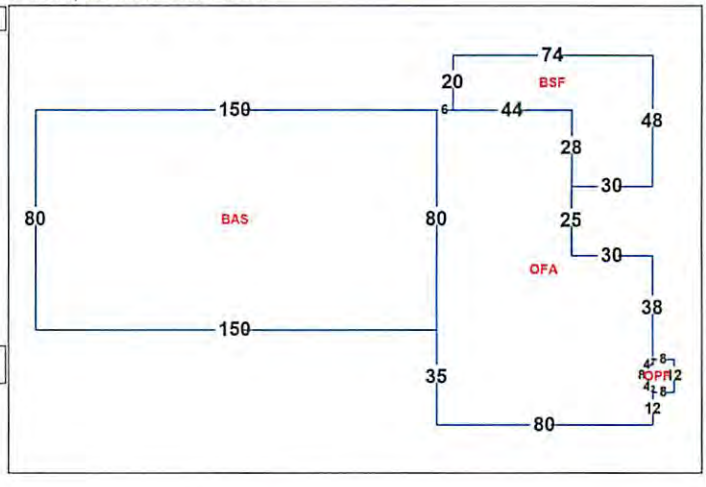
Address:1515 W FAIRFIELD DR, Year Built: 1980, Effective Year: 1980

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*PRECAST PAN/CON*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*STRUCTURAL*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*6*
NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*CONCRETE*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*CONCRTE REINFRD*

Areas - 22026 Total SF

BASE AREA - *12000*
BASE SEMI FIN - *2320*
OFFICE AVG - *7578*
OPEN PORCH FIN - *128*



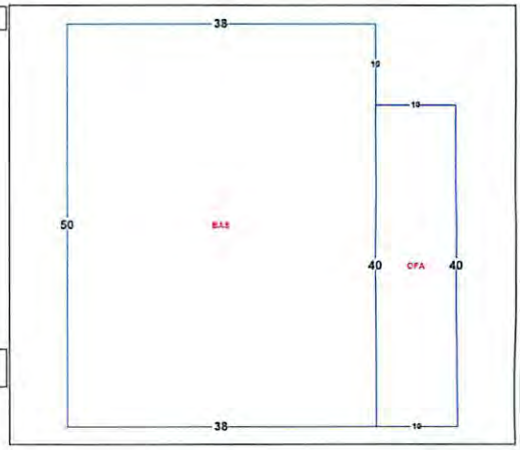
Year Built: 1980, Effective Year: 1980

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*PRECAST PAN/CON*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*STRUCTURAL*
HEAT/AIR-*NONE*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*CONCRETE*
STORY HEIGHT-*20*
STRUCTURAL FRAME-*CONCRTE REINFRD*

Areas - 2300 Total SF

BASE AREA - *1900*
OFFICE AVG - *400*



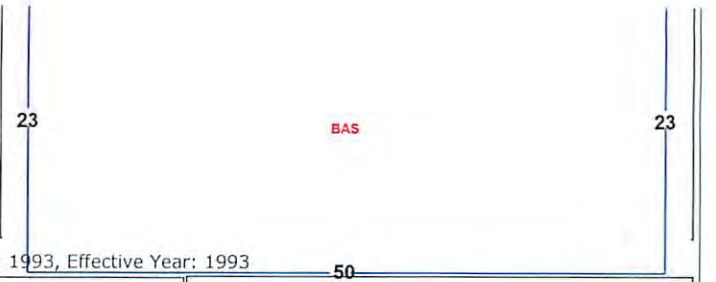
Year Built: 1980, Effective Year: 1980

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*PRECAST PAN/CON*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*NONE*
INTERIOR WALL-*EXPOSED BLK/BRK*

NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*CONCRETE*
STORY HEIGHT-*20*
STRUCTURAL FRAME-*WOOD FRAME*

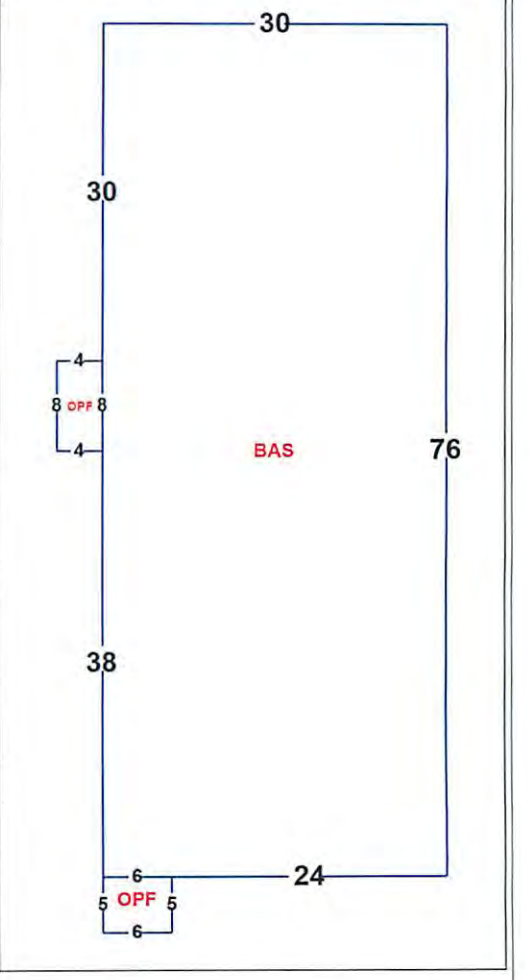
Areas - 1150 Total SF
BASE AREA - *1150*



Address:1770 W LEONARD ST, Year Built: 1993, Effective Year: 1993

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*60*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*15*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

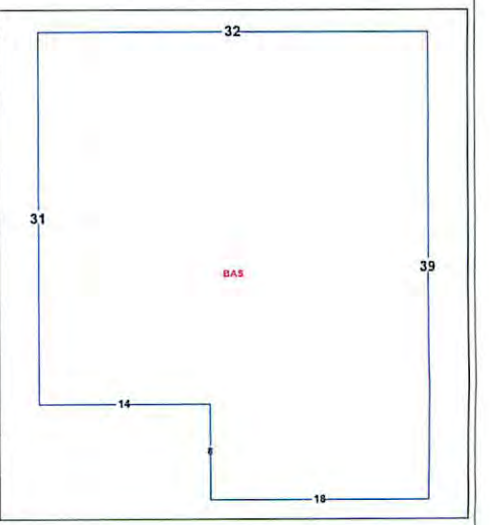
Areas - 2342 Total SF
BASE AREA - *2280*
OPEN PORCH FIN - *62*



Address:3101 N H ST, Year Built: 1960, Effective Year: 1960

Structural Elements
DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*ASPHALT TILE*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*8*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

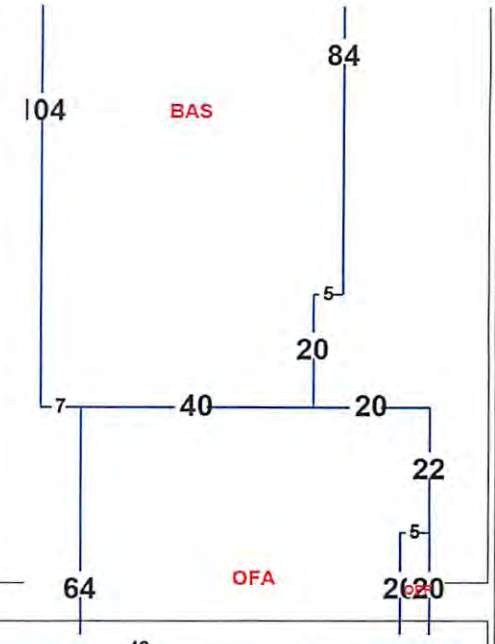
Areas - 1136 Total SF
BASE AREA - *1136*



Address:2751 N H ST, Year Built: 1988, Effective Year: 1988

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*8*
NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*STEEL TRUSS/FRM*
STORY HEIGHT-*18*
STRUCTURAL FRAME-*MASONRY PIL/STL*

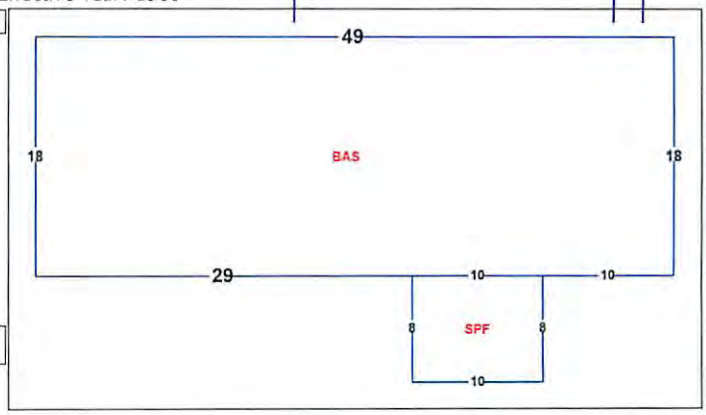
Areas - 9048 Total SF
BASE AREA - *5308*
OFFICE AVG - *3640*
OPEN PORCH FIN - *100*



Address:3105 N H ST, Year Built: 1960, Effective Year: 1960

Structural Elements
DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*6*
EXTERIOR WALL-*SIDING-BLW.AVG.*
FLOOR COVER-*ASPHALT TILE*
FOUNDATION-*WOOD/NO SUB FLR*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*4*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

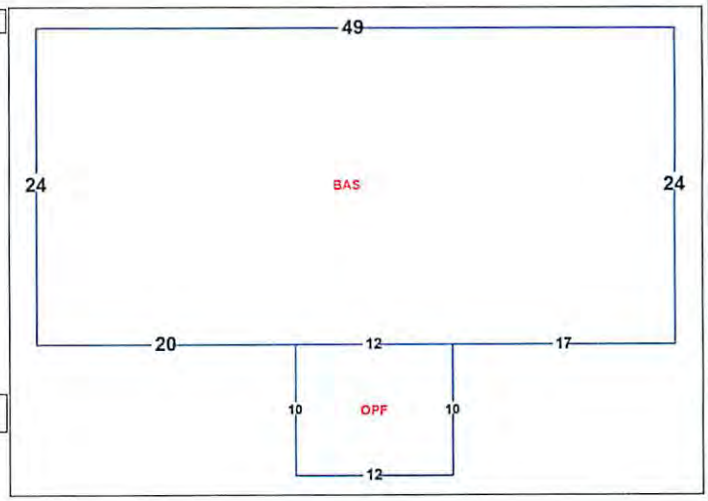
Areas - 962 Total SF
BASE AREA - *882*
SCRN PORCH FIN - *80*



Year Built: 1960, Effective Year: 1960

Structural Elements
DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*6*
EXTERIOR WALL-*SIDING-BLW.AVG.*
FLOOR COVER-*ASPHALT TILE*
FOUNDATION-*WOOD/NO SUB FLR*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*4*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

Areas - 1296 Total SF
BASE AREA - *1176*
OPEN PORCH FIN - *120*

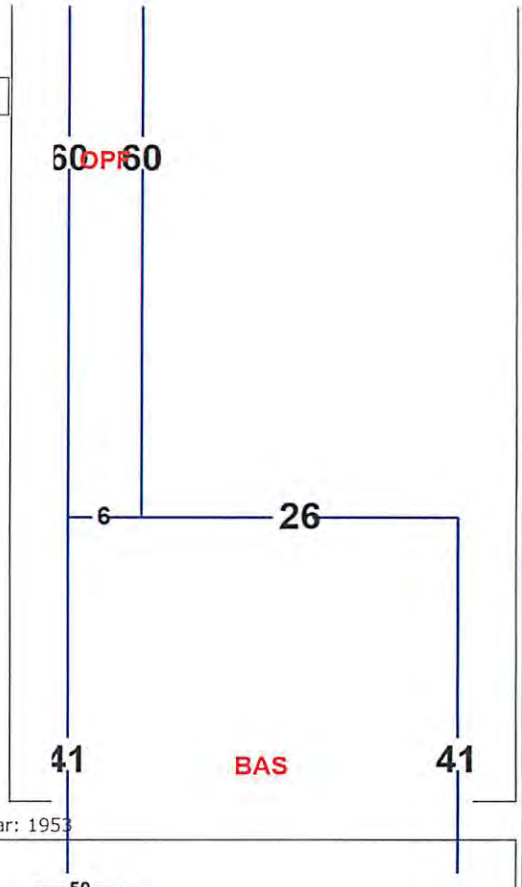


Year Built: 1960, Effective Year: 1960

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*6*
EXTERIOR WALL-*BRICK-COMMON*
FLOOR COVER-*ASPHALT TILE*
FOUNDATION-*WOOD/SUB FLOOR*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*4*
NO. STORIES-*1*
ROOF COVER-*ASBESTOS/WOOD S*

ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

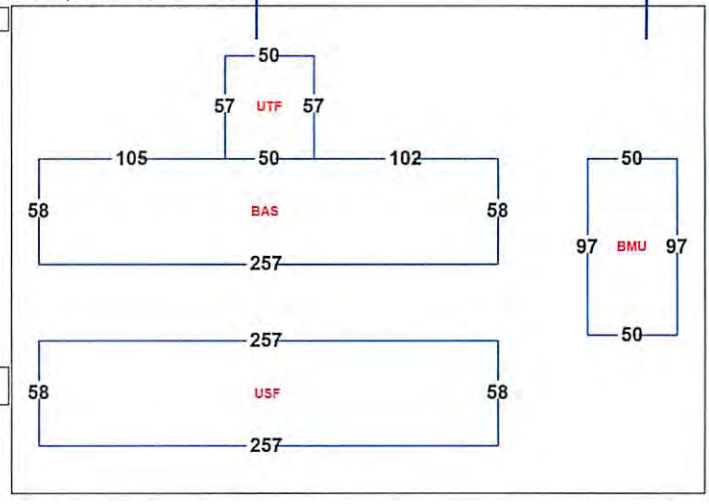
Areas - 1672 Total SF
BASE AREA - *1312*
OPEN PORCH FIN - *360*



Address:1700 W LEONARD ST, Year Built: 1953, Effective Year: 1953

Structural Elements
DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*80*
EXTERIOR WALL-*BRICK-BLK.BKUP.*
FLOOR COVER-*TILE/STAIN CONC/BRICK*
FOUNDATION-*STRUCTURAL*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*173*
NO. STORIES-*2*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*CONCRETE*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*MASONRY PIL/STL*

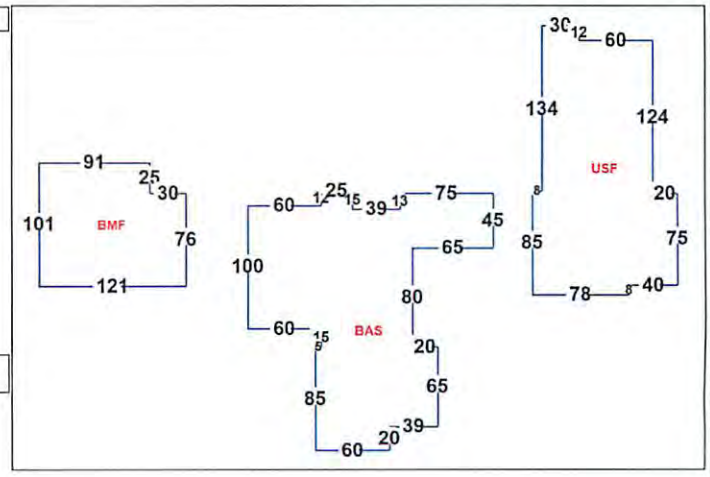
Areas - 37512 Total SF
BASE AREA - *14906*
BASEMENT UNF - *4850*
UPPER STORY FIN - *14906*
UTILITY FIN - *2850*



Year Built: 1980, Effective Year: 1990

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*PRECAST PAN/CON*
FLOOR COVER-*CARPET*
FOUNDATION-*STRUCTURAL*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*74*
NO. STORIES-*2*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*CONCRETE*
STORY HEIGHT-*14*
STRUCTURAL FRAME-*RIGID FRAME*

Areas - 57834 Total SF
BASE AREA - *25353*
BASEMENT FIN - *11471*
UPPER STORY FIN - *21010*



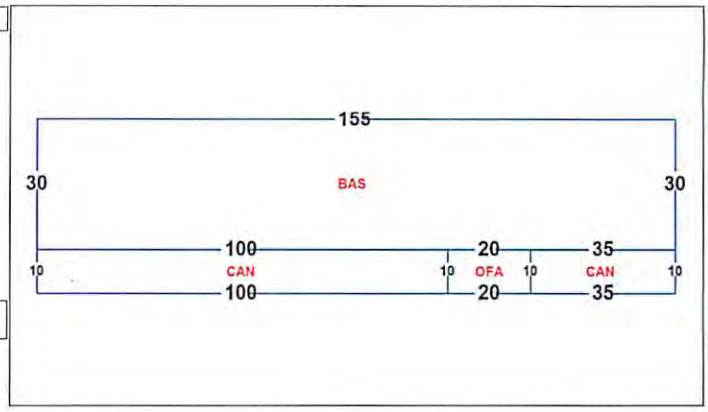
Year Built: 1980, Effective Year: 1980

Structural Elements

DECOR/MILLWORK-*MINIMUM*
DWELLING UNITS-*0*
EXTERIOR WALL-*METAL-MODULAR*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*UNFINISHED*
NO. STORIES-*1*
ROOF COVER-*METAL/MODULAR*
ROOF FRAMING-*RIGID FRAME/BAR*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*RIGID FRAME*

Areas - 6200 Total SF

BASE AREA - *4650*
CANOPY - *1350*
OFFICE AVG - *200*



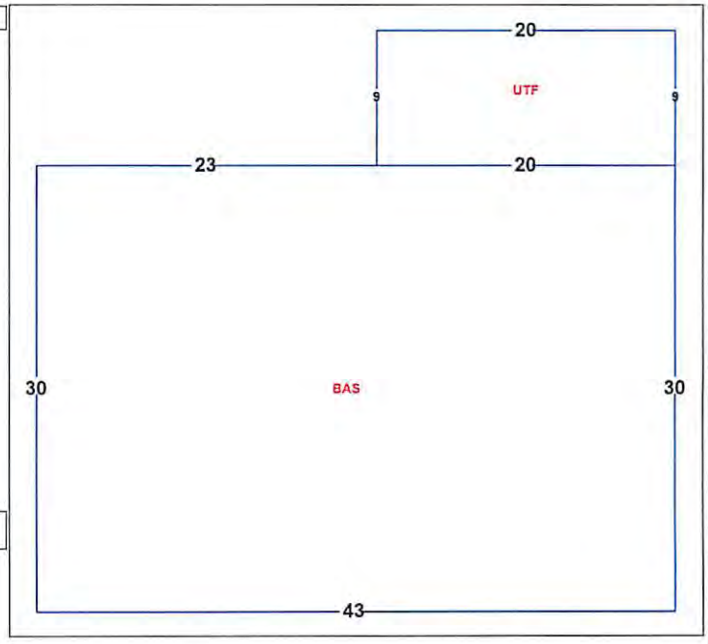
Year Built: 1975, Effective Year: 1975

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*4*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*RIGID FRAME/BAR*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*MASONRY PIL/STL*

Areas - 1470 Total SF

BASE AREA - *1290*
UTILITY FIN - *180*



Year Built: 1978, Effective Year: 1978

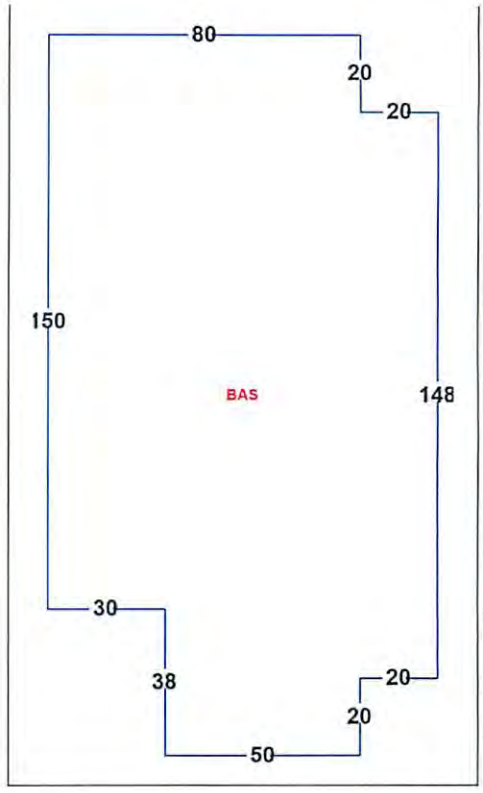
Structural Elements

DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ABOVE GRDE*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*4*
NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*RIGID FRAME/BAR*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*MASONRY PIL/STL*

Areas - 16860 Total SF

BASE AREA - *16860*

GMR: 05-05-16 LSA-2015-02 Attachment



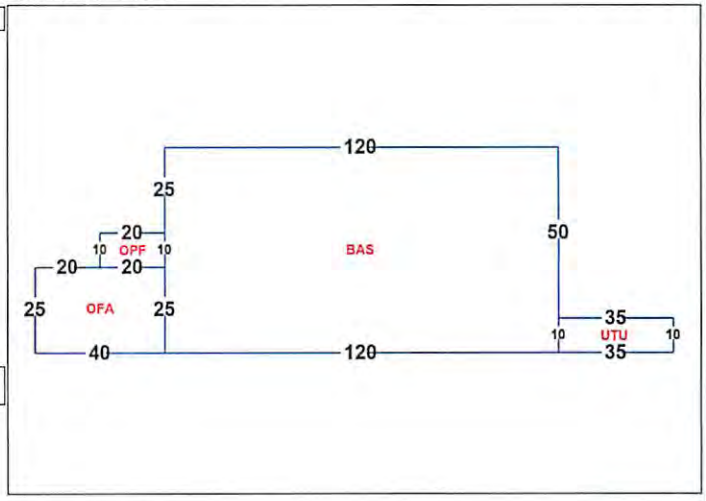
Address:2930 N L ST, Year Built: 1960, Effective Year: 1960

Structural Elements

DECOR/MILLWORK-*MINIMUM*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
EXTERIOR WALL-*SIDING-BLW.AVG.*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*8*
NO. STORIES-*1*
ROOF COVER-*CORRUGATED METL*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*MASONRY PIL/STL*

Areas - 8750 Total SF

BASE AREA - *7200*
OFFICE AVG - *1000*
OPEN PORCH FIN - *200*
UTILITY UNF - *350*



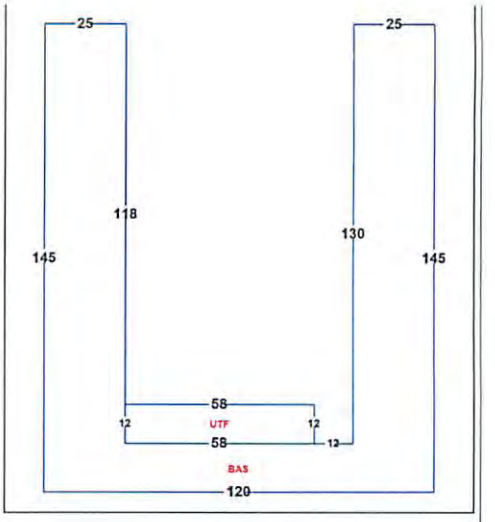
Address:3050 N L ST, Year Built: 1974, Effective Year: 1974

Structural Elements

DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*METAL-MODULAR*
FLOOR COVER-*ASPHALT TILE*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*16*
NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*RIGID FRAME/BAR*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*RIGID FRAME*

Areas - 8996 Total SF

BASE AREA - *8300*
UTILITY FIN - *696*



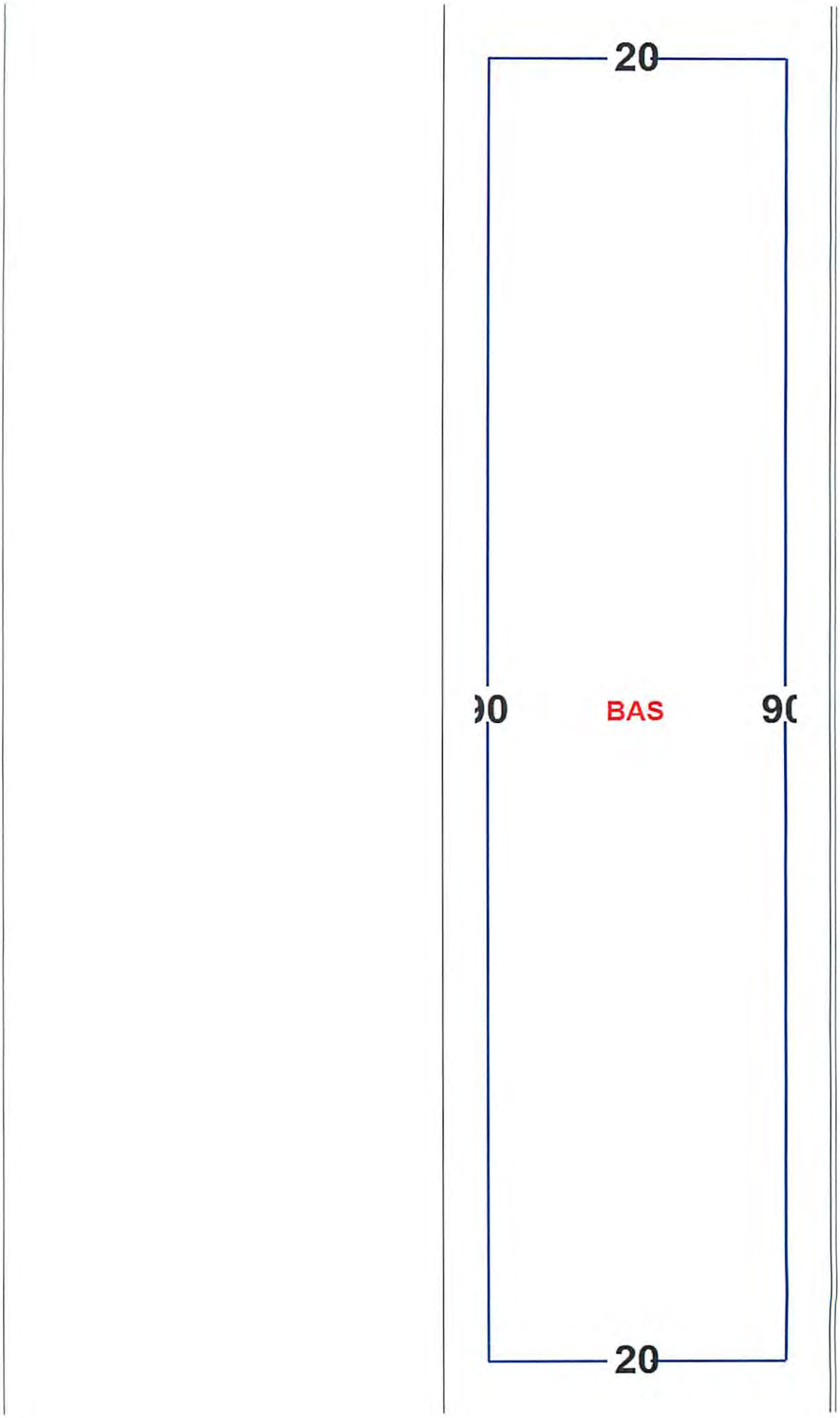
Address:3151 N H ST, Year Built: 1989, Effective Year: 1989

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*NONE*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*10*
STRUCTURAL FRAME-*MASONRY PIL/STL*

Areas - 1800 Total SF

BASE AREA - *1800*

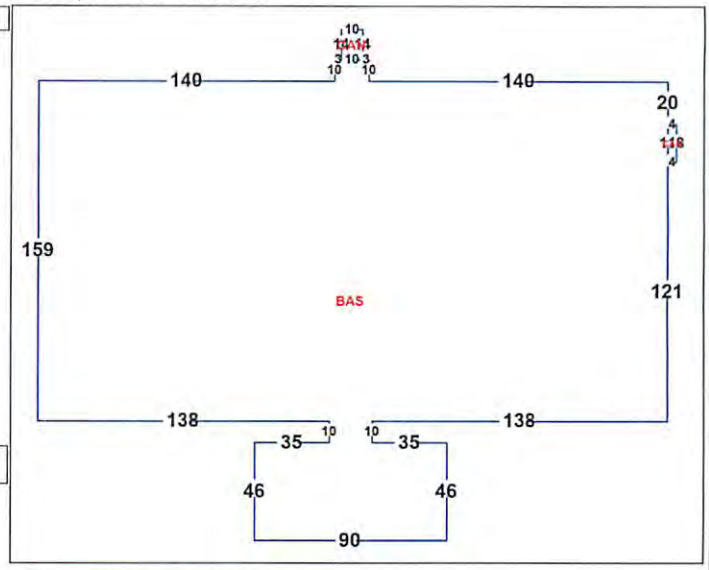


GMR: 05-05-16 LSA-2015-02 Attachment

Address:1295 W FAIRFIELD DR, Year Built: 1996, Effective Year: 1996

Structural Elements

DECOR/MILLWORK-*ABOVE AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*STUCCO*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*33*
NO. STORIES-*1*
ROOF COVER-*ENAMEL METAL*
ROOF FRAMING-*STEEL TRUSS/FRM*
STORY HEIGHT-*12*
STRUCTURAL FRAME-*RIGID FRAME*

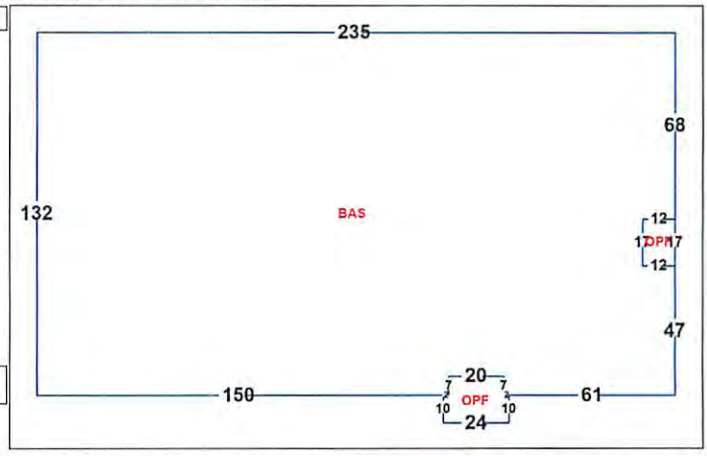


Areas - 51776 Total SF
BASE AREA - *51564*
CANOPY - *212*

Address:1211 W FAIRFIELD DR, Year Built: 2005, Effective Year: 2005

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CB DECORATIVE*
EXTERIOR WALL-*METAL-MODULAR*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*54*
NO. STORIES-*1*
ROOF COVER-*METAL/MODULAR*
ROOF FRAMING-*STEEL TRUSS/FRM*
STORY HEIGHT-*14*
STRUCTURAL FRAME-*MASONRY PIL/STL*

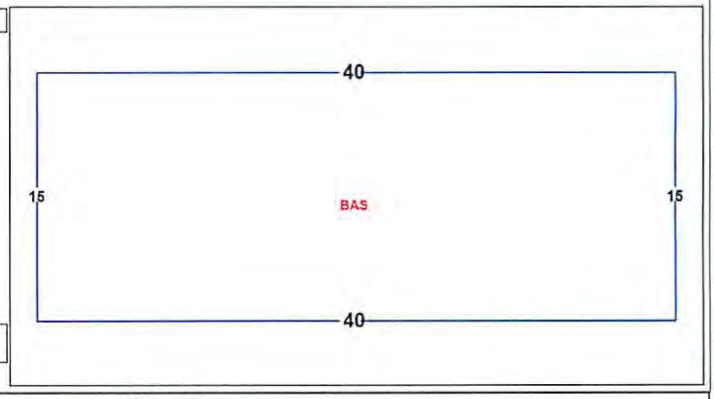


Areas - 31260 Total SF
BASE AREA - *30676*
OPEN PORCH FIN - *584*

Year Built: 2006, Effective Year: 2006

Structural Elements

DECOR/MILLWORK-*NONE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*NONE*
INTERIOR WALL-*WOOD/WALLBOARD*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*HIP*
STORY HEIGHT-*10*
STRUCTURAL FRAME-*MASONRY PIL/STL*



Areas - 600 Total SF
BASE AREA - *600*

Images

7/14/06

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.

17-2S-30

3254 630 9/22/92 P.4

13+2 Due

T

CORRECTIVE SPECIAL WARRANTY DEED

STATE OF FLORIDA

ss.

COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS that **THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA,** ("Grantor") (whose mailing address is 215 W. Garden St., Pensacola, FL 32501) for and in consideration of Ten and No/100 ($10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, does bargain, sell, convey and grant unto **ESCAMBIA COUNTY, FLORIDA,** ("Grantee") (whose mailing address is Escambia County Courthouse, Pensacola, Florida 32501) its successors and assigns, forever, the following described real property, situate, lying and being in the City of Pensacola, Escambia County, Florida, to-wit:

> 5.06 acres in Section 17, Township 2 South, Range 30 West, described as follows: From the northeast corner of said Section 17, run westerly along the North line thereof a distance of 312 feet to the West line of the "Farmers' Market" for "point of beginning" of this description; thence run, Southerly, parallel to the East line of said Section 17, a distance of 525 feet to a point, thence go Westerly, parallel to the north line of said Section, 420 feet to a point, thence go Northerly, parallel to the East line of said Section 17, a distance of 525 feet to a point on the North line of said Section; thence go Easterly, along the North line of said Section to "point of beginning"; all lying and being in Section 17, Township 2 South, Range 30 West, Escambia County, Florida, and containing 5.06 acres, more or less.
>
> LESS AND EXCEPT any portion thereof lying within the right of way of Fairfield Drive.
>
> Property Appraiser ID No. 172S30 5016 000 001

Subject to taxes for the current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed.

And further subject to that certain Lease Agreement between Grantor and the District Board of Trustees of Pensacola Junior College, Florida, dated December 21, 1984, concerning the construction and operation of a television transmission tower on a portion of said property. The Grantee agrees to honor such lease. The Grantee further agrees to assure to Grantor reasonable access for the operation, maintenance, replacement and repair of antennas of Grantor located on said tower.

And the said Grantor does hereby fully warrant the title to

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	172S305016002002
Account:	062439125
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1211 W FAIRFIELD DR 32501
Use Code:	VACANT COMMERCIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$39,900	$0	$39,900	$32,127
2014	$39,900	$0	$39,900	$29,207
2013	$39,900	$0	$39,900	$26,552

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)

None

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions

COUNTY OWNED

Legal Description

BEG AT NE COR OF SEC S 3 DEG 3 3 MIN 17 SEC W ALG E LI OF SEC 315 63/100 FT N 86 DEG 26 MIN 43 SEC W 13 FT TO PRM LOC IN...

Extra Features

None

Parcel Information

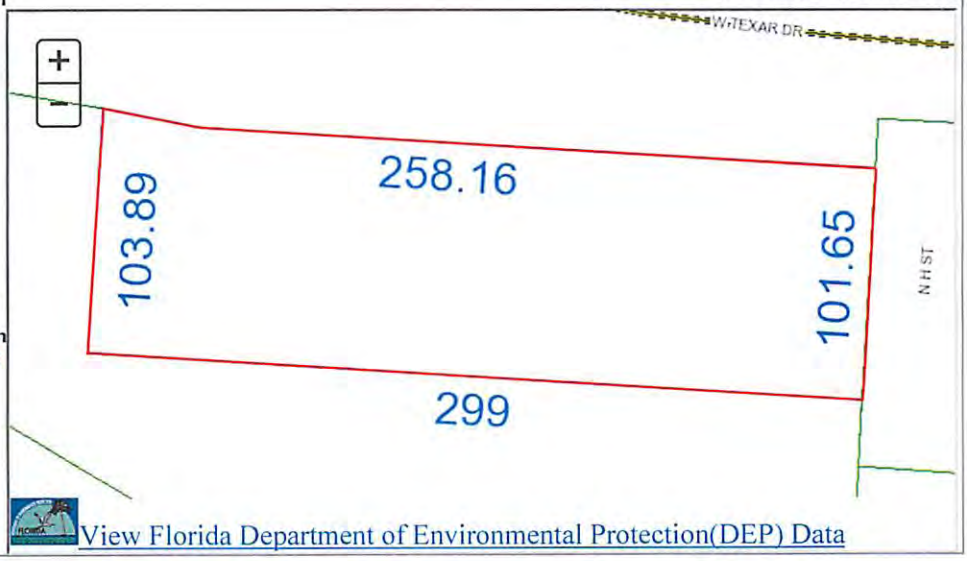
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.7000

Zoned:
HC/LI

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Escambia County Property Appraiser
172S305016002002 - Full Legal Description

BEG AT NE COR OF SEC S 3 DEG 33 MIN 17 SEC W ALG E LI OF SEC 315 63/100 FT N 86 DEG 26 MIN 43 SEC W 13 FT TO PRM LOC IN W R/W LI H ST N 3 DEG 33 MIN 17 SEC E ALG SD W R/W LI 150 FT FOR POB N 86 DEG 51 MIN 43 SEC W 299 FT TO E LI OF PROP OF BD OF PUBLIC INSTR DB 188 P 425 N 3 DEG 33 MIN 17 SEC E ALG SD E LI OF SD PROP 103 89/100 FT TO PT IN SLY R/W LI TEXAR DR S 82 DEG 19 MIN 13 9/10 SEC E ALG SD SLY R/W LI 40 95/100 FT S 87 DEG 5 MIN 3 SEC E ALG SD SLY R/W LI 258 16/100 FT TO PT IN W R/W LI H ST S 3 DEG 33 MIN 17 SEC W ALG SD W R/W LI 101 55/100 FT TO POB

GMR: 05-05-16 LSA: 2015-02 Attachment

EXHIBIT C

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference Restore Full Page Version

General Information

Reference:	172S305016001001
Account:	062438100
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	3101 N H ST 32501
Use Code:	COUNTY OWNED
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$34,771	$328,074	$362,845	$309,911
2014	$34,771	$328,058	$362,829	$281,738
2013	$34,865	$325,216	$360,081	$256,126

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
05/2004	5475	314	$110,000	WD	View Instr
01/1996	3907	919	$100	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG NW COR THEN S 2 DEG 4 MIN 47 SEC W 315 57/100 FT N 87 DE G 55 MIN 13 SEC W 13 FT TO A C ONCRETE MONUMENT ON WLY R/W LI...

Extra Features
None

Parcel Information

Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.6100

Zoned:
HDR

Evacuation & Flood Information
Open Report

View Florida Department of Environmental Protection(DEP) Data

OR BK 5475 PG0314
Escambia County, Florida
INSTRUMENT 2004-274027

DEED DOC STAMPS PD @ ESC CO $ 770.00
08/11/04 ERNIE LEE MAGAHA, CLERK

18.50
770.00

This Document Was Prepared by:
Office of the County Attorney
14 West Government Street, Room 411
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 21st day of MAY, 2004, by and between Council on Aging of West Florida, Inc., a Florida non-profit corporation, whose address is 21 South Tarragona Street, Pensacola, Florida 32502 (Grantor), and Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 223 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, its successors and assigns forever, the following described land (Property) situated in Escambia County, Florida:

Commence at the Northeast Corner of Section 17, Township 2 South, Range 30 West of Escambia County, Florida: thence run South 02 degrees 04 minutes 47 seconds West for 315.57 feet; thence run North 87 degrees 55 minutes 13 seconds West for 13.00 feet to a concrete monument on the Westerly Right-of-Way line of "H" Street (50' R/W); thence run South 02 degrees 04 minutes 47 seconds West along said R/W for 465.37 feet for the Point of Beginning of this description:

Thence run South 02 degrees 04 minutes 47 seconds West for 100.63 feet; thence run North 87 degrees 55 minutes 13 Seconds West for 389.38 feet; thence run North 02 degrees 04 minutes 47 seconds East for 68.08 feet; thence run North 87 degrees 18 minutes 04 seconds East for 390.74 feet to the Point of Beginning and termination of this description. All lying and being in Section 17, Township 2 South, Range 30 West and containing .75 acres, more or less.

Parcel ID No. 17-2S-30-5016-001-001

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2004 and subsequent years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR covenants with Grantee that at the time of delivery of this deed, Grantor was well seized of the Property; Grantor has good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantor fully warrants the title to the Property and will defend it against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents on the day and year first above written.

Witness _____
Print Name JOHN B. CLARK

Witness _____
Print Name ROSA B. SAKALARIOS

COUNCIL ON AGING OF WEST FLORIDA, INC.

By: _____
Donna Jacobi, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21ST day of MAY, 2004, by Donna Jacobi, as President of the Council on Aging of West Florida, Inc., a Florida non-profit corporation, on behalf of the corporation. She is (X) personally known to me, or has ( ) produced current _____ as identification.

ROSA B. SAKALARIOS
NOTARY PUBLIC-STATE OF FL
COMM. EXP. OCT. 19, 2006
COMM. NO. DD157027
(Notary Seal)

_____
Signature of Notary Public

ROSA B. SAKALARIOS
Printed Name of Notary Public

RCD Aug 11, 2004 02:58 pm
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2004-274027

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	172S305009000062
Account:	062404000
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	I ST 32501
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1976	1247	891	$100	QC	View Instr
01/1970	483	495	$100	WD	View Instr
01/1967	352	240	$2,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG AT NE COR OF S1/2 OF LT 9 BRAINERD & MCINTYRE S/D S 148 FT W 482 FT FOR BEG CONTINUE W 28 FT N 133 FT E 28 FT S 133...

Extra Features
None

Parcel Information

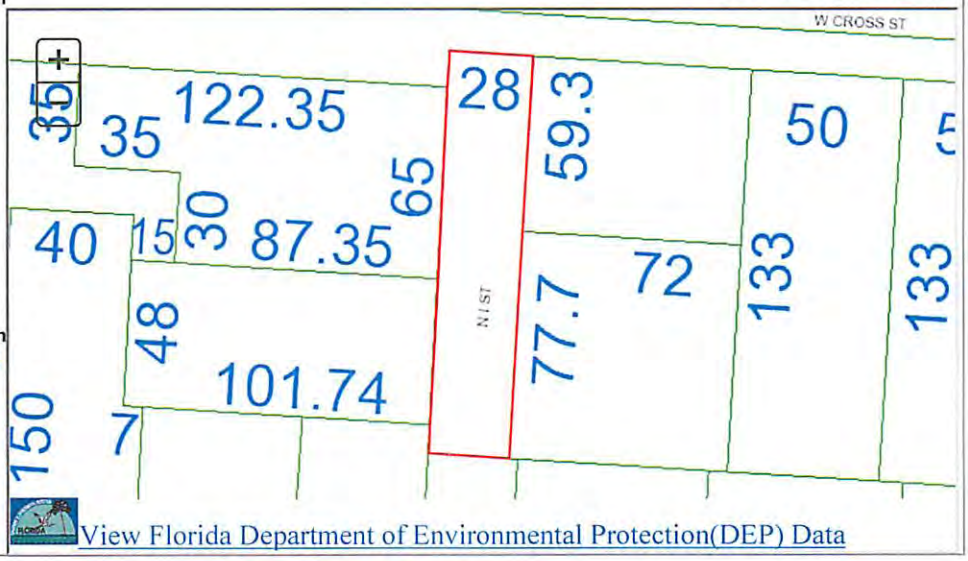
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.0800

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

QUIT CLAIM DEED

State of Florida
Escambia County

This instrument was prepared by
Joe A. Flowers, County Comptroller
Escambia County Courthouse
Pensacola, Florida

OFFICIAL RECORD BOOK 1247 PAGE 891

KNOW ALL MEN BY THESE PRESENTS, That Byron M. Peoples

for and in consideration of one dollar and other good and valuable considerations DOLLARS

the receipt whereof is hereby acknowledged, do remise, release, and quit claim unto Escambia County, Florida

its heirs, executors, administrators and assigns, forever, the following described property, situated in the County of Escambia State of Florida to-wit:

Begin at the Northeast corner of the South half of Lot 9, South 148 feet, West 482 feet for point of beginning, continue West 28 feet, North 133 feet, East 28 feet, South 133 feet to beginning, or part of Lot 1 of unrecorded plat of Peakman's Pike Subdivision, Section 17, Township 2 South, Range 30 West.

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
00.30

FLORIDA
SURTAX
00.55

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 18th day of June A. D. 1976

Byron M. Peoples (SEAL)

(SEAL)

Signed, sealed and delivered in the presence of

Blaine Farmer

Maxine Skelton

FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO. FLA. ON AUG 21 3 18 PM '78
IN BOOK ... AND ... ESCAMBIA COUNTY

State of Florida,
Escambia County

This day, before the undersigned, personally appeared Byron M. Peoples

to me well known to be the individual described in and who executed the foregoing Deed of Conveyance, and acknowledged that he executed the same for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this 18th day of June A. D. 1976

Blaine Farmer

My Commission Expires
April 21, 1978

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	172S305009000064
Account:	062406000
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL PENSACOLA, FL 32502
Situs:	1209 W CROSS ST 32501
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$6,318	$0	$6,318	$6,318
2014	$6,318	$0	$6,318	$6,318
2013	$6,318	$0	$6,318	$6,318

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
05/02/2014	7166	629	$100	TD	View Instr
12/1985	2156	182	$1,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions

COUNTY OWNED

Legal Description

BEG 148 FT S OF NE COR OF S1/2 OF LT 9 BRAINERD & MCINTYRE S /D W 310 FT FOR BEG CONTINUE W 50 FT N 133 FT E 50 FT S 133...

Extra Features

None

Parcel Information

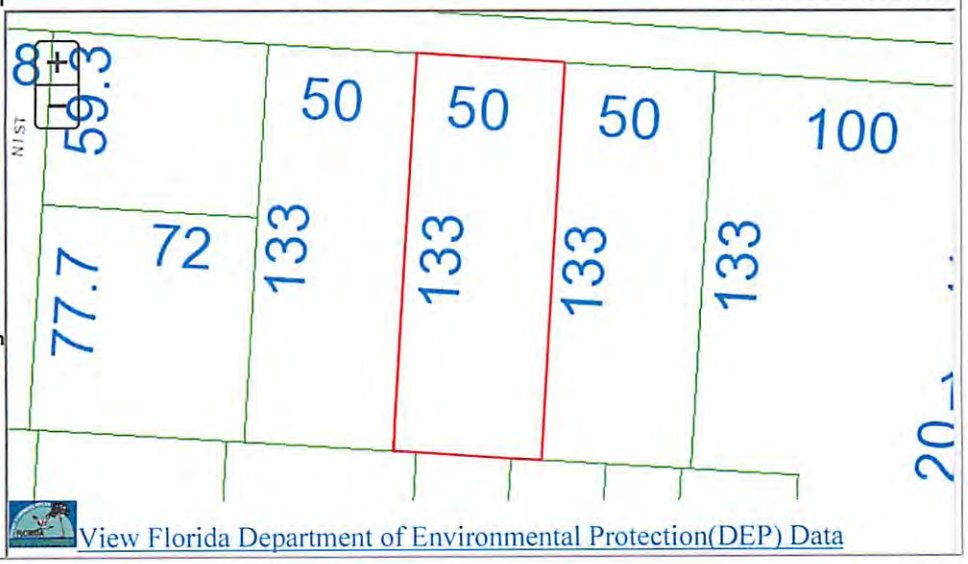
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.1527

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Recorded in Public Records 05/06/2014 at 10:21 AM OR Book 7166 Page 629, Instrument #2014031069, Pam Childers Clerk of the Circuit Court Escambia County, FL

DEED
ESCHEATED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

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

WHEREAS, Tax Certification No. 03165 was issued on May 30, 2008, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 2nd day of May, 2011, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County,Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the **Escambia County Board of County Commissioners,** Escambia County, Florida, 221 Palafox Place, Pensacola, Florida, 32502, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

BEG 148 FT S OF NE COR OF S1/2 OF LT 9 BRAINERD & MCINTYRE S/D W 310 FT FOR BEG CONTINUE W 50 FT N 133 FT E 50 FT S 133 FT TO BEG LT 4 UNRECORDED PLAT OF PEAKMANS PIKE S/D OR 2156 P 182

SECTION 17, TOWNSHIP 2 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 172S305009000064
TAX ACCOUNT NUMBER 062406000

** Property previously assessed to: EST OF JOHN RIVERS

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 2nd day of May, 2014.

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

WITNESSES:

Mylinda Johnson

Emily Hogg

(OFFICIAL SEAL)

State of Florida
County of Escambia

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

GIVEN under my hand and official seal this 2nd day of May, 2014.

Pam Childers, Clerk of the Circuit Court

Emily Hogg, Deputy Clerk

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	172S305009000068
Account:	062410000
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1200 BLK W CROSS ST 32501
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$8,203	$0	$8,203	$8,203
2014	$8,203	$0	$8,203	$8,203
2013	$8,203	$0	$8,203	$8,203

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/2005	5765	566	$100	CT	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG 15 FT S OF NE COR OF S1/2 OF LT 9 BRAINERD & MCINTYRE S/ D CONTINUE S 61 FT W 100 FT N 26 FT W 42 FT N 50 FT E 142 FT...

Extra Features
None

Parcel Information

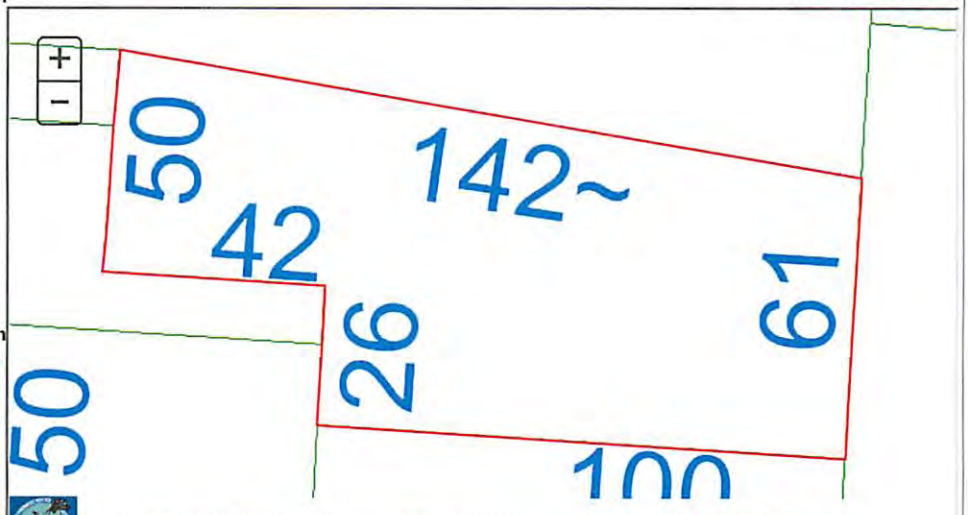
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.1982

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Recorded in Public Records 10/31/2005 at 01:13 PM OR Book 5765 Page 566, Instrument #2005438602, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Deed Stamps $0.70

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
IN AND FOR ESCAMBIA COUNTY, FLORIDA
CIVIL DIVISION

ESCAMBIA COUNTY, FLORIDA,
A political subdivision of
the State of Florida,

Plaintiff

vs.

CASE NO. 2005-CA-689

DIVISION B

CERTAIN LANDS upon which nuisance abatement liens are delinquent,

Defendants.
_____/

CERTIFICATE OF TITLE

THE UNDERSIGNED CLERK of the Court certifies that he executed and filed a Certificate of Sale in this action on October 11, 2005 for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Escambia County, Florida:

County Account Number: 06-2410-000
Legal Description: BEGIN 15 FEET SOUTH OF NE CORNER OF S 1/2 OF LOT 9, CONTINUE SOUTH 61', WEST 100' NORTH 26' WEST 42', N 50', E 142' TO A POINT OF BEGINNING; SECTION 17, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

was sold to the Plaintiff, ESCAMBIA COUNTY, FLORIDA

WITNESS my hand and the Seal of the Court on this 27th day of Oct, 2005.

ERNIE LEE MAGAHA, CLERK
Clerk of Circuit and County Courts

By: _____
Deputy Clerk

Copies furnished to:

Nixon and Associates, Attorney for Plaintiff, 3105 West Waters Avenue, #204, Tampa, Florida 33614.

Estate of William Dortch, Will Dortch and Lelia May Dortch, 1201 W. Cross Street, Pensacola, FL 32501

Suit 1, Property 3

Bid $100.00

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	172S305009041041
Account:	062399500
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	I ST 32501
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
02/1976	1932	978	$100	TD	View Instr
01/1968	374	220	$100	WD	View Instr
01/1966	303	502	$1,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG AT NE COR OF S 1/2 OF LT 9 BRAINERD & MCINTYRE S/D W 510 5/10 FT SLY 135 FT FOR POB S 61 FT E 31 FT N 61 FT W 31 FT...

Extra Features
None

Parcel Information

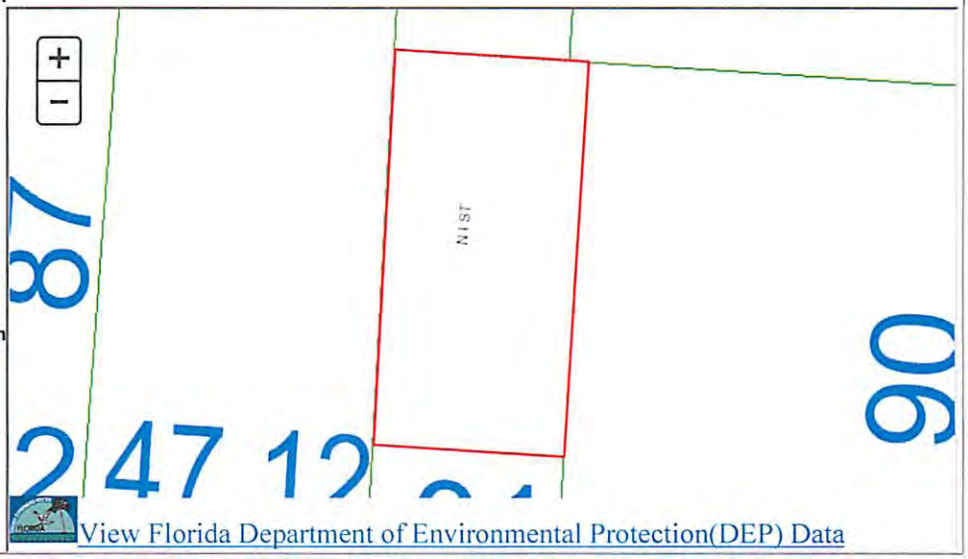
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.0400

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

This instrument was prepared by
Joe A. Flowers, Comptroller
Escambia County Courthouse
Pensacola, FL

O.R. BOOK 1932 PAGE 978

DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WHEREAS, Tax Certificate No. 946 was issued on the 1st day of June, 1973 against the land described hereinbelow, and the Tax Collector of Escambia County, Florida, duly delivered to the Comptroller of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 23rd day of February, 1976, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida pursuant to Section 197.241(5), Florida Statutes; and

WHEREAS, Section 197.241(5), Florida Statutes, directs the Comptroller to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Comptroller, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.241(5), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners of Escambia County, Florida, (whose mailing address is P. O. Box 1111 Pensacola, FL 32595), their successors and assigns, forever, the following described land in Escambia County, Florida, to-wit:

Begin at the NE cor of the S 1/2 of Lot 9, West 510.5 feet, Southerly 135 feet for pob, South 61 feet, East 31 Feet, North 61 feet, West 31 feet to pob, Lot 41 Section 17, Township 2 South, Range 30 West.
Acct. # 06-2399-500.

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Comptroller of said County, I have executed this deed and have hereunto set my official seal this 3rd day of July, 1984.

Witnesses:
Claire Farinas
Patricia Shoemaker

Joe A. Flowers
JOE A. FLOWERS, as Comptroller of Escambia County, Florida

(OFFICIAL SEAL)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned Notary Public, personally appeared JOE A. FLOWERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Comptroller of Escambia County, Florida, who acknowledged that he executed the same as Comptroller for the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 3rd day of July, 1984.

Claire Farinas
Notary Public
My Commission Expires: 4/21/86

EXHIBIT D

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000001056
Account:	062968000
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	3000 BLK N G ST 32501
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$72,390	$0	$72,390	$64,716
2014	$72,390	$0	$72,390	$58,833
2013	$72,390	$0	$72,390	$53,485

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/1989	2792	324	$80,000	WD	View Instr
01/1972	630	812	$20,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
ALL FRAC BLK 56 LESS N 50 FT O F LTS 2 TO 8 FRAC BLK 56 ENGLE WOOD HEIGHTS PLAT DB 59 P 107 OR 2792 P 324 N 1/2 OF VACATED...

Extra Features
None

Parcel Information

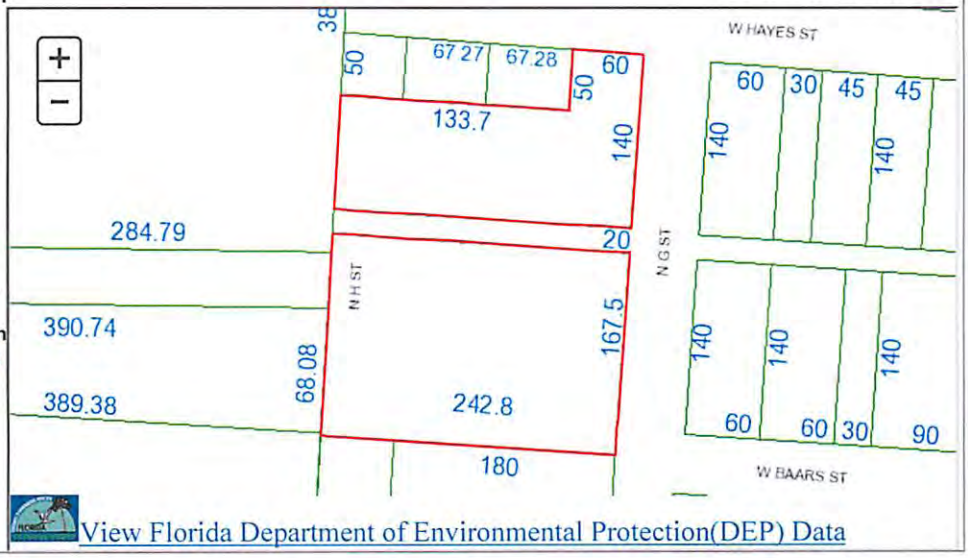
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
1.2700

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Prepared by & Return to:
Linda G. Salter, an employee of
Southland Title of Pensacola, Inc.
900 E. Scott Street
Pensacola, Florida 32503 BOOK 2792 PG 324

CORPORATION
WARRANTY DEED

FILE NO. 89-1270
DOC. ~~484.00~~ 440.00
REC: 6.00 5+1
TOTAL ~~490.00~~ 446.00
STATE OF FLORIDA
COUNTY OF ESCAMBIA

Tax ID # _____

KNOW ALL MEN BY THESE PRESENTS: That

C. A. HOBBS, JR., INC., A Florida Corporation, Grantor*,
for and in consideration of Ten Dollars ($10.00) and other good and valuable considerations the receipt of which is hereby acknowledged has bargained, sold, conveyed and granted unto
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, Grantee*
Address: P. O. Box 1591, Pensacola, Florida 32597
grantee's heirs, executors, administrators and assigns, forever, the following described property, situate, lying and being in the County of Escambia, State of Florida, to-wit:

Lots 2 through 18, inclusive, Block 56, Englewood Heights, a subdivision according to Plat recorded in Deed Book 59 at page 107 of the Public Records of Escambia County, Florida. Less and except the North 50 feet of Lots 2 through 8, inclusive, and less and except any porton lying within right-of-way of "H" Street. Together with alleys as vacated in Official Record Book 629, at page 48, less and except any portion lying within right of way of "H" Street.

D.S. PD. $ 440.00
DATE 12/19/89
JOE A. FLOWERS, COMPTROLLER
BY: [signature] D.C.
CERT. REG. #59-2043328-27-01

7 6 4 9 9 9
FILED
THE PUBLIC RECORDS OF
ESCAMBIA COUNTY, FLORIDA
Dec 19 9 14 AM '89
IN BOOK & PAGE NOTED ABOVE
JOE A. FLOWERS, COMPTROLLER
ESCAMBIA COUNTY

Subject to taxes for current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed. Subject also to oil, gas and mineral reservations of record.

Said grantor does fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

*Wherever used herein, the term "grantee/grantor" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto, the use of singular member shall include the plural, and the plural the singular, the use of any gender shall include the genders.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal on December 15, 1989

Attest: _____
Secretary

C. A. HOBBS, JR., INC.
BY: [signature]
C. A. Hobbs, Jr. PRESIDENT

Signed, sealed and delivered in the presence of:
[signature]
Linda G. Salter

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this December 15, 1989 by C. A. Hobbs, Jr., President, of C.A. HOBBS, JR., INC., a Florida corporation, on behalf of the corporation.

CLERK FILE NO

[signature]
Notary Public

June 2, 1991
My Commission Expires

(Notary Seal)

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000004055
Account:	062967250
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1190 W LEONARD ST 32501
Use Code:	OFFICE, 1 STORY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$76,950	$951,330	$1,028,280	$1,028,280
2014	$76,950	$953,438	$1,030,388	$1,030,388
2013	$76,950	$973,672	$1,050,622	$1,050,622

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1971	37	181	$10,000	OJ	View Instr
01/1970	473	192	$5,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
FRACTIONAL LT 4 & 17 & ALL LTS 5 TO 16 & 20 FT ALLEY BLK 55 ENGLEWOOD HTS PLAT DB 59 P 107 OR 952 P 942 S 1/2 OF VACATED...

Extra Features
ASPHALT PAVEMENT
CONCRETE WALKS

Parcel Information

Launch Interactive Map

Section Map Id: 18-2S-30

Approx. Acreage: 1.3500

Zoned: HDR

Evacuation & Flood Information Open Report

View Florida Department of Environmental Protection(DEP) Data

D-2

THIS INSTRUMENT PREPARED BY
[illegible]
PENSACOLA, FLORIDA 32502

Form 140
Printed and For Sale
Mayes Printing Co.
Pensacola, Fla.

Return Book 473 Page 192

State of Florida
Escambia County

WARRANTY DEED

P.O. Box 8105 Pensacola, Fla.

Know All Men by These Presents: That C. N. Mason and Louise D. Mason, husband and wife

for and in consideration of One Dollar and other valuable considerations DOLLARS

the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto The Home Movers and Improvers Company of Florida, Inc.

and it's heirs, executors, administrators and assigns, forever, the following described real property, situate, lying and being in the County of Escambia State of Florida to-wit

All of lots 3 to 19 both inclusive, Block 55, less the West 37 feet, Englewood Heights according to plat of Englewood Heights, Pensacola Realty subdivision of the West 1297 feet of Section 18, Township 2 South, Range 30 West recorded in Deed Book 57, Page 107 of the Public Records of Escambia County, Florida.

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
15.00

DOCUMENTARY SURTAX
FLORIDA
05.50

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

And they covenant that they are well seized of an indefeasable estate in fee simple in the said property, and have a good right to convey the same; that it is free of lien or encumbrance, and that their heirs, executors and administrators, the said grantee, it's heirs, executors, administrators and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend.

IN WITNESS WHEREOF, they have hereunto set their hands and seals this 6th day of August A.D. 1968.

Signed, sealed and delivered in the presence of

C. N. Mason (SEAL)
Louise D. Mason (SEAL)
(SEAL)
(SEAL)
(SEAL)

FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO. FLA. ON
JAN 15 9 25 AM '73
IN BOOK 1 PAGE 1 ABOVE
JOE A. PEDRO, CLERK
CIRCUIT COURT

405351

State of Florida
Escambia County

Before the subscriber personally appeared C. N. Mason and Louise D. Mason his wife, known to me, and known to me to be the individuals described by said names, in and who executed the foregoing instrument and acknowledged that they executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 6th day of August 1968

Notary Public

My commission expires 4-2-72

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000004056
Account:	062969500
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1125 W HAYES ST 32501
Use Code:	MULTI-FAMILY <=9
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$4,560	$28,285	$32,845	$32,845
2014	$4,560	$26,813	$31,373	$31,373
2013	$4,560	$25,808	$30,368	$30,368

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/2006	6019	1490	$160,000	WD	View Instr
09/2006	6018	1882	$100	WD	View Instr
07/2006	5949	1847	$100	QC	View Instr
06/2000	4567	2007	$217,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG AT NE COR OF LT 8 FRAC BLK 56 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 WLY ALG S R/W LI OF H AYES ST (55 FT R/W) 67 28/100...

Extra Features
None

Parcel Information

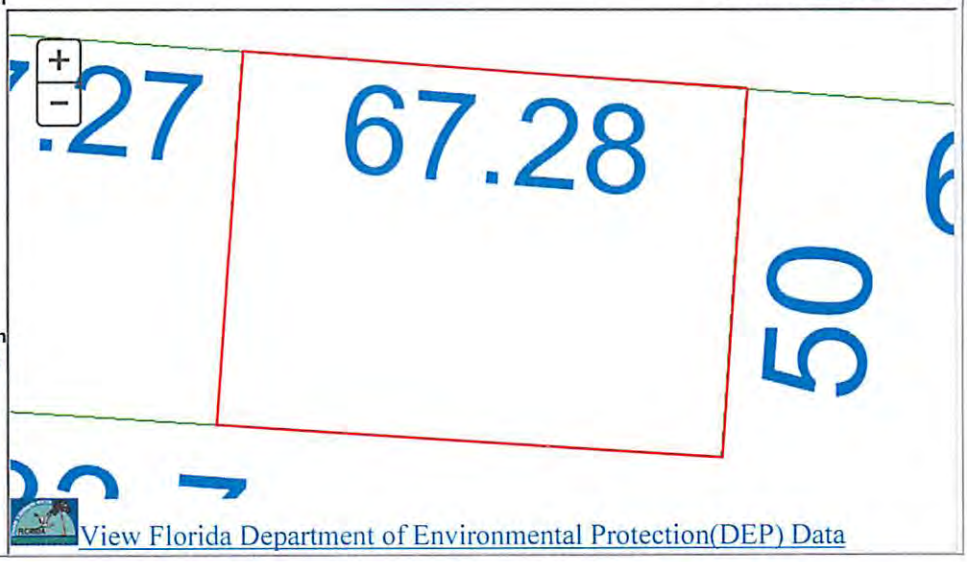
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.0800

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Recorded in Public Records 10/26/2006 at 03:42 PM OR Book 6019 Page 1490, Instrument #2006108494, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $1120.00

This document was prepared by:
Stephen G. West, Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 26th day of October, 2006, by and between James E. Way, Jr., whose address is 2600 North Palafox Street, Pensacola, Florida 32501 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, its successors and assigns forever, the following described land situated in Escambia County, Florida:

The North 50 feet of lots 2 to 8, fractional block 56, Englewood Heights, Plat Deed Book 59, page 107 of the public records of Escambia County, Florida.

Parcel Identification Numbers: 18-2S-30-6000-002-056, 18-2S-30-6000-004-056, and 18-2S-30-6000-005-056 (Property).

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2006; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR covenants with Grantee that at the time of delivery of this deed, Grantor was well seized of the Property; Grantor has good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantor fully warrants the title to the Property and will defend it against the lawful claims of all persons whomsoever.

THIS PROPERTY IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents on the day and year first above written.

Witness _____
Print Name Stephen G. West

Witness _____
Print Name Elizabeth A. Larrieu

_____
James E. Way, Jr.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of October, 2006, by James E. Way, Jr., who ( ) is personally known to me, or has (X) produced current FL Drivers License as identification.

_____
Signature of Notary Public

Notary Public State of Florida
Elizabeth A Larrieu
My Commission DD393219
Expires 03/23/2009

(Notary Seal)

Elizabeth A. Larrieu
Printed Name of Notary Public

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000005056
Account:	062969510
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1135 W HAYES ST 32501
Use Code:	COUNTY OWNED
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$4,560	$42,733	$47,293	$47,293
2014	$4,560	$42,388	$46,948	$46,948
2013	$4,560	$42,425	$46,985	$46,985

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/2006 ✓	6019	1490	$160,000	WD	View Instr
09/2006	6048	1882	$100	WD	View Instr
07/2006	5964	374	$100	WD	View Instr
02/2000	4530	85	$55,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG AT NE COR OF LT 8 FRAC BLK 56 ENGLEGWOOD HEIGHTS PLAT DB 59 P 107 WLY ALG S R/W LI OF HAYES ST (55 FT R/W 67 28/100...

Extra Features
CHAINLINK FENCE

Parcel Information

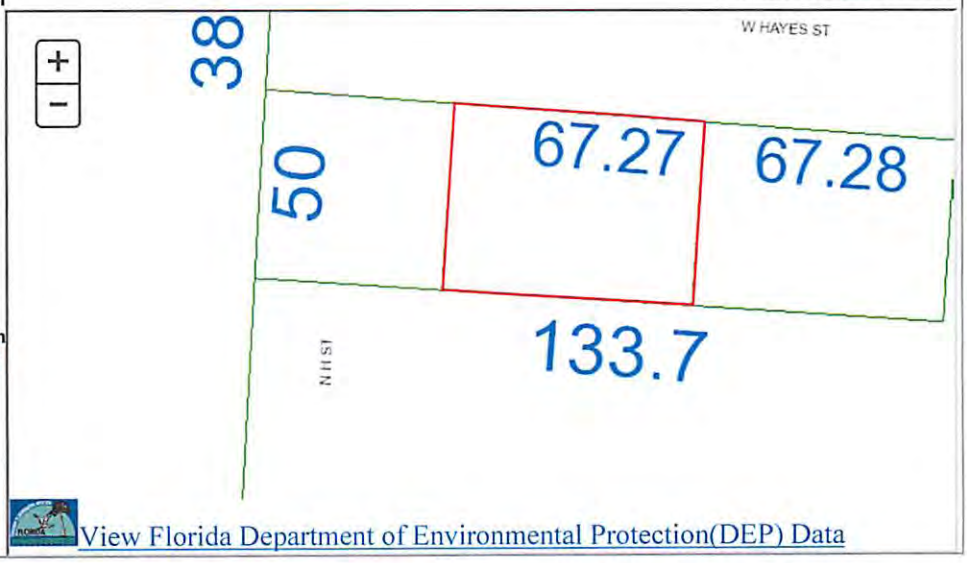
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.0800

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Recorded in Public Records 10/26/2006 at 03:42 PM OR Book 6019 Page 1490, Instrument #2006108494, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $1120.00

This document was prepared by:
Stephen G. West, Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 26th day of October, 2006, by and between James E. Way, Jr., whose address is 2600 North Palafox Street, Pensacola, Florida 32501 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, its successors and assigns forever, the following described land situated in Escambia County, Florida:

The North 50 feet of lots 2 to 8, fractional block 56, Englewood Heights, Plat Deed Book 59, page 107 of the public records of Escambia County, Florida.

Parcel Identification Numbers: 18-2S-30-6000-002-056, 18-2S-30-6000-004-056, and 18-2S-30-6000-005-056 (Property).

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2006; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR covenants with Grantee that at the time of delivery of this deed, Grantor was well seized of the Property; Grantor has good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantor fully warrants the title to the Property and will defend it against the lawful claims of all persons whomsoever.

THIS PROPERTY IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents on the day and year first above written.

Witness Stephen G. West
Print Name Stephen G. West

Witness Elizabeth A Larrieu
Print Name Elizabeth A Larrieu

James E. Way, Jr.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of October, 2006, by James E. Way, Jr., who ( ) is personally known to me, or has (X) produced current FL Drivers License as identification.

Notary Public State of Florida
Elizabeth A Larrieu
My Commission DD393219
Expires 03/23/2009

Elizabeth A Larrieu
Signature of Notary Public

Elizabeth A Larrieu
Printed Name of Notary Public

(Notary Seal)

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000002056
Account:	062969000
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1400 BLK W HAYES ST 32501
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/2006	6019	1488	$100	QC	View Instr
07/1984	1942	708	$1,000	TD	View Instr
01/1970	520	31	$1,600	WD	View Instr
01/1970	473	114	$100	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
N 50 FT OF LTS 2 TO 8 FRAC BLK 56 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 CASE 97-278-CP-03 OR 6019 P 1488 LESS OR 2122 P 861...

Extra Features
None

Parcel Information

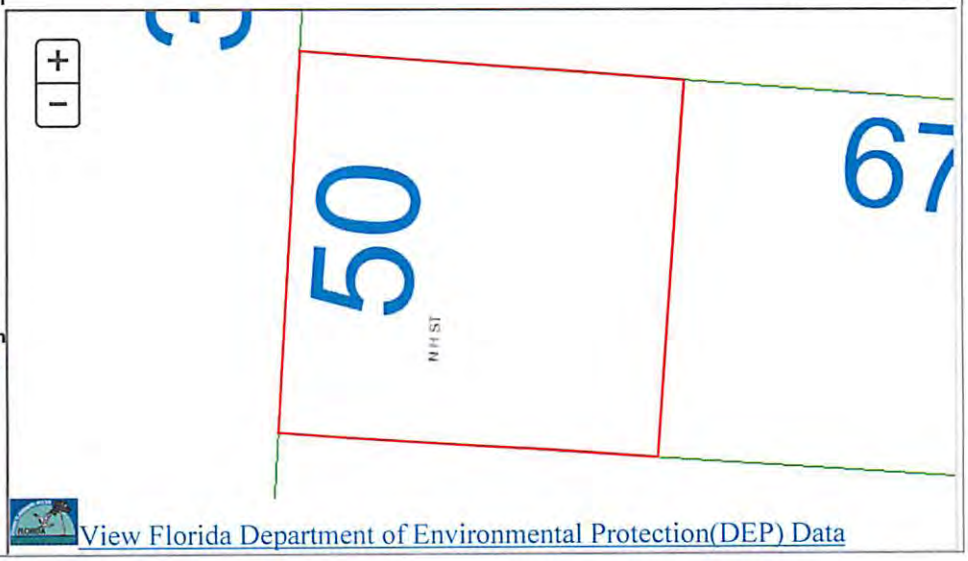
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.0600

Zoned:
HDMU

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Recorded in Public Records 10/26/2006 at 03:42 PM OR Book 6019 Page 1488, Instrument #200610493, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $0.70

This document prepared by:
Stephen G. West, Assistant County Attorney
Escambia County Attorney's Office
14 West Government Street, Room 411
Pensacola, Florida 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

QUITCLAIM DEED

THIS QUITCLAIM DEED is made this 11 day of October, 2006, between Dolores Cox, as Trustee under that certain trust instrument recorded in Official Record Book 4920 at page 1303 of the public records of Escambia County, Florida, whose address is 4665 Southside Drive, Gulf Breeze, Florida 32563 (Grantor) and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 223 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH, that Grantor for and in consideration of the sum of one dollar and other good and valuable consideration, in hand paid by Grantee, receipt of which is acknowledged, quitclaims to Grantee, and Grantee's successors and assigns forever, all of the right, title, and interest in the following described property in Escambia County, Florida:

The North 50 feet of lots 2 to 8, fractional block 56, Englewood Heights, Plat Deed Book 59, page 107 of the public records of Escambia County, Florida.

Parcel Identification Number 18-2S-30-6000-002-056

THE ABOVE REFERENCED PROPERTY IS NOT THE HOMESTEAD OF THE GRANTOR.

Signed in the presence of:

GRANTOR:

Witness Amy W. Cochran
Print Name Amy W. Cochran

Witness Lillian M. Ewens
Print Name Lillian M. Ewens

By: M. Dolores Cox
Dolores Cox, as Trustee

STATE OF FLORIDA
COUNTY OF ~~ESCAMBIA~~ Santa Rosa

The foregoing instrument was acknowledged before me this 11 day of October, 2006, by Dolores Cox. She ( ) is personally known to me, or (X) produced current Florida Drivers License as identification.

LILLIAN M. EWENS
Comm# DD0314161
Expires 4/28/2008
Bonded thru (800)432-4254
Florida Notary Assn., Inc

Lillian M. Ewens
Signature of Notary Public

Lillian M. Ewens
Printed Name of Notary Public

(Notary Seal)

ACCEPTANCE

This Quitclaim Deed accepted by Escambia County, Florida on the 24th day of October, 2006, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the 17th day of August, 2006.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA ~~COUNTY~~, FLORIDA

D. M. "Mike" Whitehead, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Deputy Clerk

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000003047
Account:	062921000
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	H ST 32501
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1982	1606	889	$100	TD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
ALL LT 3 AND W 15 FT OF LT 4 F RAC BLK 47 ENGLEWOOD HEIGHTS P LAT DB 59 P 107 OR 1606 P 889 ACCORDING TO FLORIDA STATUTE 1...

Extra Features
None

Parcel Information

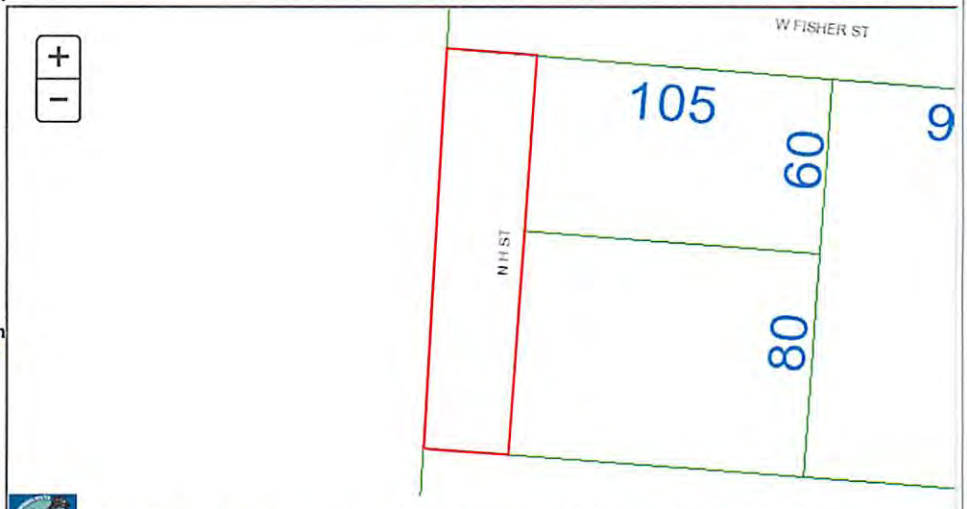
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.1000

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

40' Lot

DEED

This instrument was prepared by:
Joe A. Flowers, County Comptroller
Escambia County Courthouse
Pensacola, Florida 32595

STATE OF FLORIDA
COUNTY OF ESCAMBIA

P. O. Box 1111
Pensacola, Florida 32595

OR 1606 PAGE 889

WHEREAS, Tax Certificate No. 978 was issued on the first day of June, 19 67, against the land described herein below, and the Tax Collector of Escambia County, Florida, duly delivered to the Comptroller of the said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 26th day of August, 19 74, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida pursuant to Section 197.241(5), Florida Statutes; and

WHEREAS, Section 197.241(5), Florida Statutes, directs the Comptroller to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Comptroller, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.241(5), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners of Escambia County, Florida, (whose mailing address is P. O. Box 1111 Pensacola, Florida 32595), their successors and assigns, forever, the following described land in Escambia County, Florida, to-wit:

All of lot 3 and the West 15 feet of lot 4, Fractional Block 47, Englewood Heights, Plat Deed Book 59, page 107, Section 18, Township 2 South, Range 30 West.

JAN 8 3 23 PM '82
FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO., FLA. ON
ESCAMBIA COUNTY

121249

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Comptroller of said County, I have executed this deed and have hereunto set my official seal this 5th day of January, 19 82.

Witnesses:

Elaine Farinas

Patricia Thrasher

Joe A. Flowers

JOE A. FLOWERS, as Comptroller of Escambia County, Florida

(O F F I C I A L S E A L)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned Notary Public, personally appeared JOE A. FLOWERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Comptroller of Escambia County, Florida, who acknowledged that he executed the same as Comptroller for the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 5th day of January, 19 82.

Elaine Farinas

Notary Public
My Commission Expires: 4/21/82

400 deed

This instrument was prepared by:
Joe A. Flowers, County Comptroller
Escambia County Courthouse
Pensacola, Florida 32595

DEED

STATE OF FLORIDA P. O. Box 1111
COUNTY OF ESCAMBIA Pensacola, Florida 32595

1606 PAGE 888

WHEREAS, Tax Certificate No. 1026 was issued on the 29th day of May, 19 69, against the land described herein below, and the Tax Collector of Escambia County, Florida, duly delivered to the Comptroller of the said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 26th day of August, 19 74, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida pursuant to Section 197.241(5), Florida Statutes; and

WHEREAS, Section 197.241(5), Florida Statutes, directs the Comptroller to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Comptroller, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.241(5), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners of Escambia County, Florida, (whose mailing address is P. O. Box 1111 Pensacola, Fla. 32595), their successors and assigns, forever, the following described land in Escambia County, Florida, to-wit:

West one-half of lot 16, all of lots 17 and 18, Fractional Block 40, Englewood Heights, Plat Deed Book 59, page 107, Deed Book 320, page 525, Section 18, Township 2 South, Range 30 West.

FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO. FLA. ON JAN 8 3 23 PM '82 IN BOOK & PAGE OF THE JOE A. FLOWERS COMPTROLLER ESCAMBIA COUNTY

121248

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Comptroller of said County, I have executed this deed and have hereunto set my official seal this 5th day of January, 19 82.

Witnesses:

Claire Farinas

Patricia Moemaker

Joe A. Flowers

JOE A. FLOWERS, as Comptroller of Escambia County, Florida

(OFFICIAL SEAL)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned Notary Public, personally appeared JOE A. FLOWERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Comptroller of Escambia County, Florida, who acknowledged that he executed the same as Comptroller for the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 5th day of January, 19 82.

Claire Farinas

Notary Public
My Commission Expires: 4/21/82

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000003048
Account:	062929000
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	H ST 32501
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)

None

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
LTS 3 4 BLK 48 DB 503 P 312 EN GLEWOOD HEIGHTS PLAT DB 59 P 1 07

Extra Features
None

Parcel Information

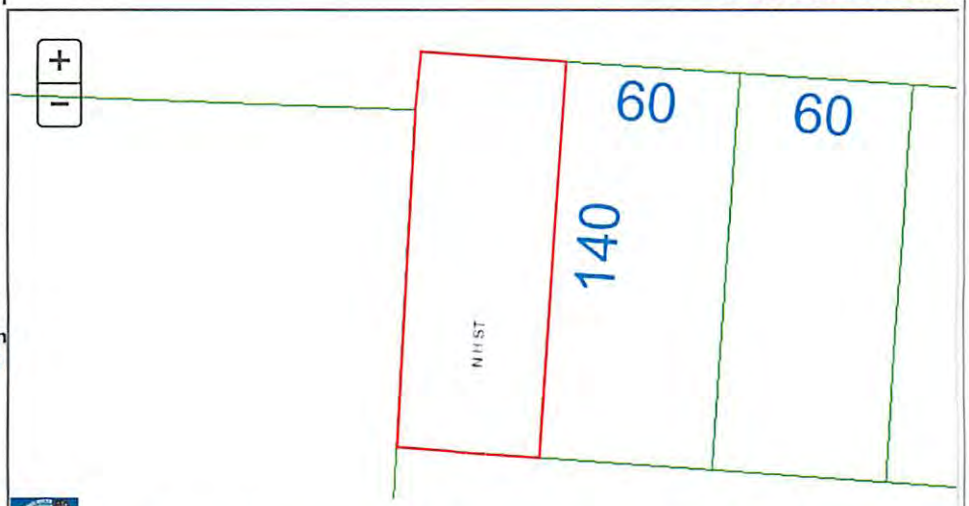
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.1600

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

PENSACOLA
News Journal

PUBLISHED DAILY

Pensacola, Escambia County, Florida

STATE OF FLORIDA
County of Escambia

Before the undersigned authority personally appeared

Glenda Nall

who is personally known to me and who on oath says that he/she is a representative of The Pensacola News Journal, a daily newspaper published at Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a legal in the matter of

Notice of Public Hearing

_____ in the _____ Court, was

published in said newspaper in the issues of

Nov. 16, 1997

Affiant further says that the said Pensacola News Journal is a newspaper published at Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each day and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/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 18th day of Nov. A.D., 19 97

Bereth Ferguson
Notary Public

12/4/97
5:35 pm

OR BK 4207 PG0402
Escambia County, Florida
INSTRUMENT 97-445058

NOTICE OF PUBLIC HEARING ON PETITION TO VACATE, CLOSE AND ABANDON CERTAIN ROAD RIGHTS-OF-WAY OR ALLEYWAY

TO WHOM IT MAY CONCERN:

Notice is hereby given that a public hearing will be held on December 4th, A.D., 1997, at 5:35 p.m., in the Board of County Commissioner's meeting room, on the 3rd floor of the Escambia County Courthouse, Pensacola, Florida to consider the advisability of vacating, closing, abandoning and discontinuing the following described road right-of-way or alleyway:

All that portion of Bears Street, a 55.00 foot wide, dedicated County right-of-way, lying between Blocks 55 and 56, Englewood heights, a subdivision of a subdivision of a portion of Section 18 Township 2 South, Range 30 West, Escambia County, Florida, per the plat of said subdivision recorded in Deed Book 59 Page 109 of the public records of said County. Subject to a utility easement being retained over said right-of-way to be vacated.

Board of County Commissioners
Escambia County, Florida

A copy of the agenda for these meetings containing specific items to be considered in the order of presentation may be obtained from the County Administrator's Office, Room 300, Courthouse, 223 Palafox Place at Government Street. Persons who need an accommodation, pursuant to the American Disabilities Act, in order to attend or participate in the above meetings should contact Ms. Shirley Gafford at 436-5778 at least 48 hours in advance of the meeting.

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

Legal No. 52080 1T November 16, 1997

...SON
Florida
...0, 2001
...7980

BERITH FERGUSON
Notary Public State of Florida
My comm. expires Oct. 10, 2001
Comm. No. CC667980

RESOLUTION NUMBER R97-263

OR BK 4207 PG0403
Escambia County, Florida
INSTRUMENT 97-445058

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, CLOSING AND ABANDONING CERTAIN PROPERTY ACQUIRED AS A ROAD RIGHT-OF-WAY AND RENOUNCING AND DISCLAIMING ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SUCH LAND

WHEREAS, the Board of County Commissioners of Escambia County, Florida, on their own motion and pursuant to Section 336.09 Florida Statutes, has determined it to be in the best interest of Escambia County to adopt a resolution vacating, abandoning, discontinuing and closing the following described property acquired as a road right-of-way:

All that portion of Baars Street, a 55.00 foot wide, dedicated County right-of-way, lying between Blocks 55 and 56, Englewood Heights, a subdivision of a portion of Section 18, Township 2 South, Range 30 West, Escambia County, Florida, per the plat of said subdivision recorded in Deed Book 59 Page 100 of the public records of said County. Subject to a utility easement being retained over said right-of-way being vacated.

and any right of the County and the public in and to the above described land is hereby renounced and disclaimed; and

WHEREAS, the Board of County Commissioners have caused to be published on November 16, 1997 notice in a newspaper of general circulation in Escambia County, Florida, that a public hearing thereon would be held at 5:35 p.m., December 4, 1997 in the Board meeting room, Escambia County Courthouse, Pensacola, Florida; and

WHEREAS, the vacating, abandoning, discontinuing and closing of said property acquired as a road right-of-way and the disclaiming of any right of the County and the public in and to said land will not materially interfere with and will not deprive any person of any reasonable means of ingress and egress to such person's property:

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

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

2. That the following described property acquired as a road right-of-way is hereby vacated, abandoned, discontinued and closed:

All that portion of Baars Street, a 55.00 foot wide, dedicated County right-of-way, lying between Blocks 55 and 56, Englewood Heights, a subdivision of a portion of Section 18, Township 2 South, Range 30 West, Escambia County, Florida, per the plat of said subdivision recorded in Deed Book 59 Page 100 of the public records of said County. Subject to a utility easement being retained over said right-of-way being vacated.

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

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

ESCAMBIA COUNTY, FLORIDA
BY AND THROUGH ITS
BOARD OF COUNTY COMMISSIONERS

M. Ike Bass

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

ADOPTED: December 4, 1997

PENSACOLA
News Journal

PUBLISHED DAILY

Pensacola, Escambia County, Florida

STATE OF FLORIDA
County of Escambia

Before the undersigned authority personally appeared

Glenda Hall

who is personally known to me and who on oath says that he/she is a representative of The Pensacola News Journal, a daily newspaper published at Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a legal in the matter of

Notice of Adoption of Resolution

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

Dec. 21, 1997

Affiant further says that the said Pensacola News Journal is a newspaper published at Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each day and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/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 23RD day of Dec. A.D., 1997

Bereth Ferguson
Notary Public

BERETH FERGUSON
Notary Public, State of Florida
My comm. expires Oct. 10, 2001
Comm. No. CC667980

ERNIE [illegible] AEA
CLERK OF [illegible] COURT
ESCAMBIA [illegible] Y, FL

DEC 30 10 25 AM '97

CLERK OF THE BOARD OF
COUNTY COMMISSIONERS

OR BK 4207 PG0405
Escambia County, Florida
INSTRUMENT 97-445058

LEGAL NOTICE LEGAL NOTICE LEGAL NOT

NOTICE OF ADOPTION OF RESOLUTION TO BOARD OF COUNTY COMMISSIONERS CLOSING CERTAIN ROAD RIGHT-OF-WAY OR ALLEYWAY

NOTICE IS HEREBY GIVEN that on December 4, A.D., 199 in accordance with Section 336.10, Florida Statutes, the B of County Commissioners of Escambia County, Florida, adopted a re tion closing, vacating, discontinuing and abandoning that certain right-of-way or alleyway in Escambia County, Florida, described as lows:

All that portion of Bears Street, a 55.00 foot wide, dedicated Co right-of-way, lying between Blocks 55 and 56, Englewood Height subdivision of a portion of Section 18, Township 2 South, Range West, Escambia County, Florida, per the plat of said subdivision corded in Deed Book 59 Page 100 of the public records of County. Subject to a utility easement being retained over right-of-way being vacated.

and renouncing and disclaiming any right of Escambia County, Flo and the public in and to the aforesaid property.

Dated this 4th day of December, A.D., 1997.

Board of County Commissior
Escambia County, Flo

Legal No. 54040 1T December 21, 1997

RCD Dec 31, 1997 07:55 am
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 97-445058

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000003055
Account:	062967100
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)

None

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions

COUNTY OWNED

Legal Description

LTS 3 & 18 & FRACTIONAL LTS 4 & 17 BLK 55 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 DB 488 P 665 & S 1/2 OF VACATED BAARS ST AD...

Extra Features

None

OR 4207 403

Parcel Information

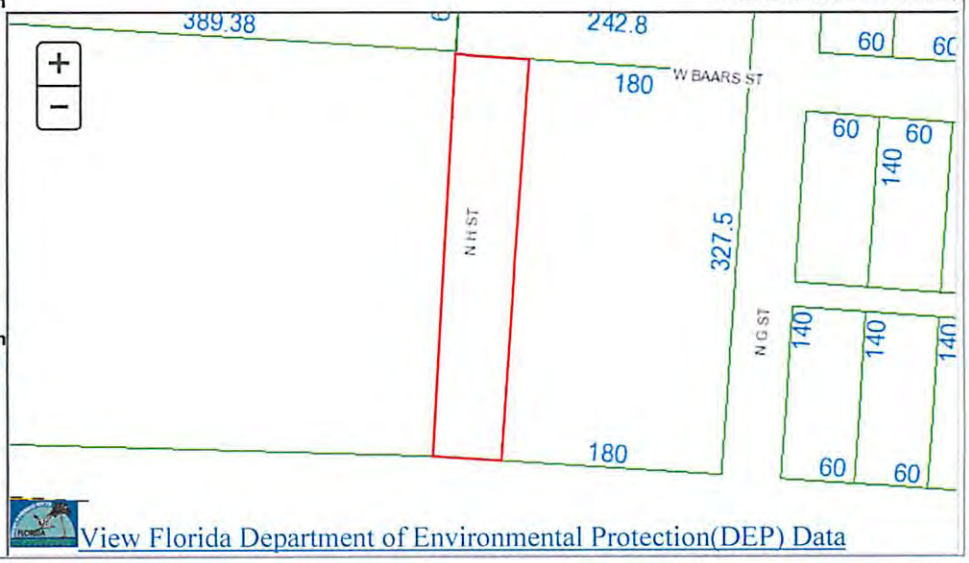
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.4400

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

State of Florida
Escambia County

No. 10309
Filed for Record 18th day of December 1944 at 5:30 P.M.

WARRANTY DEED OF REALTY

Know all Men by these Presents, That T. C. McCoy, as Chairman, and Clint Reilly, Frank L. Parise, Earl Westmark, and James M. Cooper as members of the Board of County Commissioners of Escambia County, Florida

for and in consideration of $1.00 (One Dollar) DOLLARS,

the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto Board of Public Instruction of Escambia County, Florida

its successors ~~heirs, executors, administrators~~ and assigns, forever, the following described real property, situate, lying and being in the ____ County of Escambia State of Florida to-wit:

5.06 Acres in Section seventeen (17), Township 2 South, Range 30 West, described as follows: From the Northeast corner of said Section 17, run westerly along the North line thereof a distance of 312 feet to the West line of the "Farmers' Market" for "point of beginning" of this description; thence run, Southerly, parallel to the East line of said Section 17, a distance of 525 feet to a point, thence go Westerly, parallel to the North line of said Section, 420 feet to a point; thence go Northerly. parallel to the East line of said Section 17, a distance of 525 feet to a point on the North line of said Section; thence go Easterly, along the North line of said Section to "point of beginning"; All lying and being in Section 17, Twp. 2 South, Range 30 West, Escambia County, Florida, and containing 5.06 acres, more or less.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

~~And ____ covenant ____ that ____ well seized of an indefeasible estate in fee simple in the said property,~~ and ha__ a good right to convey the same; that it is free of incumbrance, and that ~~____~~ heirs, executors and administrators, the said grantee ~~____~~ heirs, executors, administrators and assigns, in the quiet and peaceable ~~possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend.~~

IN WITNESS WHEREOF, we have hereunto set our hands and seal s ~~a~~ this 12th day of December A. D. 19 44

Signed, sealed and delivered in the presence of

BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA
BY T. C. McCoy, CHAIRMAN

A. M. Bruno — J. M. Cooper (SEAL)
Voncile Dixon — Earl Westmark (SEAL)
ATTEST: — Frank L. Parise (SEAL)
Langley Bell, Clerk (OFFICIAL SEAL) — Clint Reilly (SEAL)

State of Florida
ESCAMBIA County,

As members of the Board of County Commissioners of Escambia County, Florida.

Before the subscriber personally appeared T. C. McCoy, as Chairman, Langley Bell, as clerk ~~and~~ and T. C. McCoy, Clint Reilly, Frank L. Parise, Earl Westmark, James M. Cooper, as members, Board of County Commissioners, Escambia County, Florida his wife, known to me, and known to me to be the individual s described by said name s in and who executed the foregoing instrument and acknowledged that he executed the same for the uses and purposes therein set forth, and the said in their capacities aforesaid for and on behalf of Escambia County, Florida and the Board of County Commissioners of Escambia County, Florida as the act and deed of ~~wife of the said~~ both.

~~on a private examination by me held, separate and apart from her said husband, acknowledged and declared that she executed the same freely and voluntarily, and without fear, apprehension, compulsion or constraint of or from her said husband, and for the purpose of renouncing, relinquishing and conveying all her rights of whatsoever kind in and to the said property.~~

GIVEN UNDER MY HAND and official seal, this 12th day of December 19 44.

A. M. Bruno
Notary Public.

(NOTARIAL SEAL)

My Commission expires 3/3/48

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000017047
Account:	062928000
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	H ST 32501
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1982	1606	887	$100	TD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions

COUNTY OWNED

Legal Description

LTS 17 18 AND W 7 FT OF 16 FRA C BLK 47 ENGLEWOOD HEIGHTS PLA T DB 59 P 107 OR 1606 P 887 AC CORDING TO FLORIDA STATUTE 197...

Extra Features

None

Parcel Information

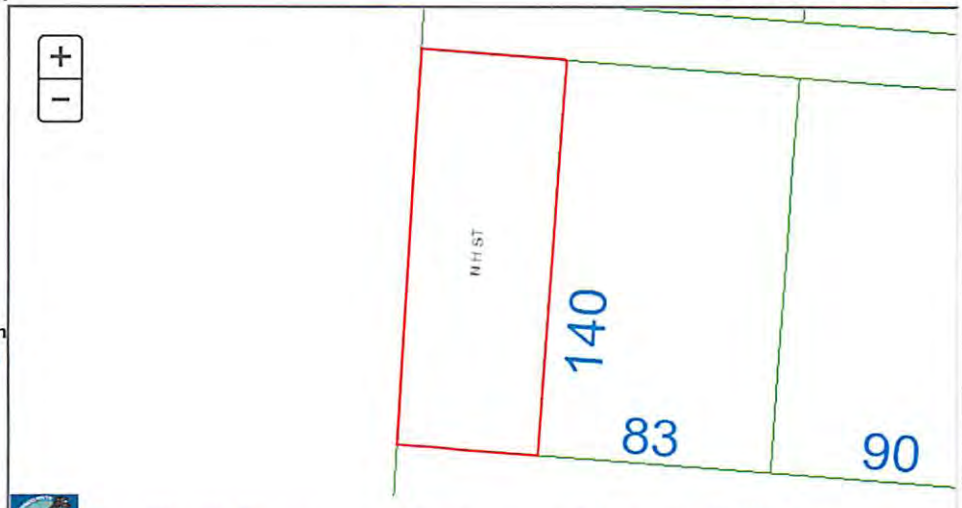
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.1700

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

DEED

This instrument was prepared by:
Joe A. Flowers, County Comptroller
Escambia County Courthouse
Pensacola, Florida

BOOK 1606 PAGE 887

STATE OF FLORIDA P. O. Box 1111
COUNTY OF ESCAMBIA Pensacola, Fla. 32595

WHEREAS, Tax Certificate No. 601 was issued on the 31st day of May, 19 63, against the land described herein below, and the Tax Collector of Escambia County, Florida, duly delivered to the Comptroller of the said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 26th day of August, 19 74, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida pursuant to Section 197.241(5), Florida Statutes; and

WHEREAS, Section 197.241(5), Florida Statutes, directs the Comptroller to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Comptroller, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.241(5), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners of Escambia County, Florida, (whose mailing address is P. O. Box 1111 Pensacola, Fla. 32595), their successors and assigns, forever, the following described land in Escambia County, Florida, to-wit:

Lots 17 and 18, and the West 7 feet of lot 16, Fractional Block 47, Englewood Heights, Plat Deed Book 59, page 107, Section 18, Township 2 South, Range 30 West.

JOE A. FLOWERS, COMPTROLLER
ESCAMBIA COUNTY

JAN 8 3 23 PM '82

FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO. FLA. ON

121247

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Comptroller of said County, I have executed this deed and have hereunto set my official seal this 5th day of January, 19 82.

Witnesses:

Claire Sarinas

Patricia Shamblin

Joe A. Flowers

JOE A. FLOWERS, as Comptroller of Escambia County, Florida

(O F F I C I A L S E A L)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned Notary Public, personally appeared JOE A. FLOWERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Comptroller of Escambia County, Florida, who acknowledged that he executed the same as Comptroller for the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 5th day of January, 19 82.

Claire Sarinas

Notary Public
My Commission Expires: 4/21/82

Comprehensive Plan
Large-Scale Future Land Use Map Amendment
Staff Analysis

General Data

Project Name: LSA 2015-02 – Escambia County Jail Site and Surrounding Escambia County Owned Property.

Location: 1200 Block of W Leonard Street, 1211 W Fairfield, N "H" Street and W Cross Street.

Parcel #s:
17-2S-30-5016-000-002 (Leonard Street)
17-2S-30-5016-002-002 (Fairfield Drive)
17-2S-30-5016-001-001 (N "H" Street and W Cross Street)
17-2S-30-5009-000-062 (N "H" Street and W Cross Street)
17-2S-30-5009-000-064 (N "H" Street and W Cross Street)
17-2S-30-5009-000-068 (N "H" Street and W Cross Street)
17-2S-30-5009-041-041 (N "H" Street and W Cross Street)
18-2S-30-6000-001-056 (N "H" Street and W Cross Street)
18-2S-30-6000-004-055 (N "H" Street and W Cross Street)
18-2S-30-6000-004-056 (N "H" Street and W Cross Street)
18-2S-30-6000-005-056 (N "H" Street and W Cross Street)
18-2S-30-6000-002-056 (N "H" Street and W Cross Street)
18-2S-30-6000-003-047 (N "H" Street and W Cross Street)
18-2S-30-6000-003-048 (N "H" Street and W Cross Street)
18-2S-30-6000-003-055 (N "H" Street and W Cross Street)
18-2S-30-6000-017-047 (N "H" Street and W Cross Street)

Acreage: 53.89 (+/-) acres

Request: From Mixed-Use Urban (MU-U) and Recreation (Rec) to Public (P), Leonard Street Parcel, Map A.

From Commercial (C) to Public (P), Fairfield Drive Parcel, Map B.

From Mixed-Use Urban (MU-U) to Public (P), N "H" Street and W Cross Street Parcels Maps C and D.

Agent: Escambia County

Meeting Dates: Planning Board, January 5, 2016
BCC, February 2, 2016

Site Description and Summary of Proposed Amendment:

The applicant requests a Future Land Use (FLU) map amendment to change the FLU category of a 53.89 (+/-) acre sixteen-parcel site from Mixed-Use Urban (MU-U) and Recreation (Rec) to Public (P), from Commercial (C) to Public (P), and from Mixed-Use Urban (MU-U) to Public (P). The current zoning designation of the referenced parcels is HC/LI, HDR, HDMU, and Rec. The county proposes to rezone to Public (P) (case

number Z-2015-23) pending the approval of this FLU amendment. The FLU amendment proposed is to make existing county government or other public institutions or agencies on already Escambia County owned property compliant with the 2030 Comprehensive Plan.

The subject parcels are located along the north and south side of Leonard Street, South of Fairfield Drive, East of N "L" Street and West of "G" Street. The properties are built out consisting of the Escambia Jail complex, County Park, storm water pond, Escambia County Area Transit, Health Department, State Work Release facility, and Escambia County Sheriff's Garage facilities.

The area to the south and east are residential uses and zoned High Density Residential (HDR). To the west and north the zoning consists of Heavy Commercial and Light Industrial (HC/LI) with all commercial type uses.

Analysis of Availability of Facilities and Services:

The availability of public facilities and services for the site of a Future Land Use map amendment requires analysis of the general demands of its proposed use. All specific level of service (LOS) standards established by Escambia County are evaluated for compliance during the review processes prescribed by the LDC for approval of proposed development.

Sanitary Sewer Service.

CP Policy INF 1.1.7 Level of Service (LOS) Standards. *Average LOS standard for wastewater service is 210 gallons per residential connection per day, and the peak LOS will be 350 gallons per residential connection per day. For nonresidential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC), as may be recalculated by the service provider from time to time, and on the size of the nonresidential water meter. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

CP Policy INF 1.1.11 Required New Service Connection. *All new structures intended for human occupancy will connect to the ECUA wastewater system unless ECUA has determined that it is not feasible to provide wastewater service to the proposed structures. Those structures not required to connect to the ECUA wastewater system will not be issued a building permit until the applicant has obtained the appropriate permit from the Health Department.*

Analysis: The subject property is within the service area of the Emerald Coast Utility Authority (ECUA) for sanitary sewer and is already development. Any new proposed development will have a complete review during the Development Review Process.

Solid Waste Disposal.

CP Policy INF 2.1.2 Perdido Landfill Operation. *Escambia County will provide and operate the Perdido Landfill so as to accommodate the municipal solid waste disposal needs of the entire County.*

CP Policy INF 2.1.4 Level of Service (LOS) Standards. *The LOS standard for solid waste disposal will be 6 pounds per capita per day.*

Analysis: The subject area is within the service area of ECUA and meets the adopted level of services standards in the Comprehensive Plan. Based on population growth projections and estimated annual Class 1 municipal solid waste received, the Perdido Landfill can accommodate the development.

Potable Water Service.

CP Policy INF 4.1.4 Concurrency Management. *Escambia County will ensure the provision of potable water facilities concurrent with the demand for such facilities but no later than the certificate of occupancy, as created by development or redevelopment through the implementation of the Concurrency Management System.*

CP Policy INF 4.1.6 Developer Responsibility. *The cost of water line extensions made necessary by new development will be the responsibility of the developer unless otherwise funded by the service provider.*

CP Policy INF 4.1.7 Level of Service (LOS) Standards. *The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

Analysis: The subject area is within the service area of ECUA for potable water and meets the adopted level of services standards in the Comprehensive Plan. Any new proposed development will have a complete review during the Development Review Process.

Stormwater Management.

CP Policy INF 3.1.5 Concurrency Management. *Escambia County will ensure the provision of stormwater management facilities concurrent with the demand for such facilities as created by development or redevelopment through implementation of the Concurrency Management System.*

CP Policy INF 3.1.6 Developer Responsibilities. *Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.*

CP Policy INF 3.1.7 Level of Service (LOS) Standards. *Stormwater management LOS will be monitored through the provisions in the LDC design standards.*

Analysis: The current site is already built out and a stormwater management system is already in place. Escambia County Public Works is in the process of improving the overall stormwater in the area as a major concern of flooding has occurred in major rain events.

Streets and Access.

CP Policy MOB 1.1.1 Level of Service (LOS) Standards. *Levels of Service (LOS) will be used to evaluate facility capacity. Escambia County will adopt LOS standards for all roadways as indicated in the LDC. The standards for SIS facilities may be revised based on changes to the federal classification of these roadways. These standards are not regulatory but provide a basis by which the County may monitor congestion and coordinate needed improvements with FDOT.*

Analysis: The FLU amendment is for a developed area. Any new development will have to submit for Development Review Process.

Public School Facilities.

CP Policy ICE 1.3.1 Interlocal Agreement for Public School Facility Planning. *In cooperation with the School Board and the local governments within Escambia County, the County will implement the Interlocal Agreement for Public School Facility Planning (herein Interlocal Agreement) that establishes procedures for coordination and sharing of information, planning processes, and implementation.*

Analysis: The FLU amendment does not include any impact on public schools.

Analysis of Suitability of Amendment for Proposed Use:

The suitability of a Future Land Use map amendment for its proposed use requires an analysis of the characteristics of the site and its resources relative to Comprehensive Plan (CP) goals, objectives, and policies. For these purposes, suitability is the degree to which the existing characteristics and limitations of land and water are compatible with the proposed use or development. Compliance with specific regulations and standards established by Escambia County, including those for public facilities and services, are evaluated during the development review processes prescribed by the LDC for approval of proposed development.

Impact on Land Use.

CP Policy FLU 1.3.1 Future Land Use Categories. *General descriptions, range of allowable uses, and residential densities and non-residential intensities for all future land use categories in Escambia County are outlined in Table 1* [of the Escambia County Comprehensive Plan].

Analysis: The referenced Comprehensive Plan table describes the current MU-U FLU as intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Residential density is limited to 25 dwelling units per acre. The Comprehensive Plan table describes the current C FLU as intended for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development. The other referenced Comprehensive Plan table describes the current Rec FLU as recreational opportunities for the Escambia County citizens including a system of public and private park facilities.

The proposed amendment FLU, as described by the same policy, is intended to provide for uses or facilities owned or managed by the Federal, State, or county government or

other public institutions or agencies. Residential density within the Public category has no limits on dwelling units per acre.

Approval of the amendment would allow for zoning to be consistent with the existing land use that is owned by Escambia County and create a consisted zoning for the existing use that is currently already developed.

Impact on Wellheads.

CP Policy CON 1.4.1 Wellhead Protection. *Escambia County will provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions will establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.*

Analysis: There are no known public potable water wells in proximity to the subject property.

Impact on Historically Significant Sites.

CP Policy FLU 1.2.1 State Assistance. *Escambia County will utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County and will utilize guidance, direction, and technical assistance received from this agency.*

Analysis: The FLU amendment does not have any significant impacts. During times of development review if any historic or archeological resources or structures are discovered the county will take the appropriate guidance, direction and technical assistance.

Impact on the Natural Environment.

CP Policy CON 1.1.2 Wetland and Habitat Indicators. *Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval.*

CP Policy CON 1.1.6 Habitat Protection. *Escambia County will coordinate with the FDEP, FFWCC, and other state or federal agencies so as to provide the fullest protection to marine or wildlife habitats that may be impacted by existing or proposed development within the County.*

CP Policy CON 1.3.1 Stormwater Management. *Escambia County will protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.*

CP Policy CON 1.3.6 Wetland Development Provisions. *Development in wetlands will not be allowed unless sufficient uplands do not exist to avoid a taking. In this case, development in wetlands will be restricted to allow residential density uses as indicated by the LDC:*

CP Policy CON 1.6.3 Tree Protection. *Escambia County will protect trees through LDC provisions.*

Analysis: The proposed FLU amendment will not have an impact beyond existing development.

Urban Sprawl

CP Objective FLU 1.3 Future Land Use Map Designations. *Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.*"

Analysis: The proposed FLU amendment would discourage urban sprawl through the characteristics of the existing development pattern and already developed area.

CP Policy FLU 2.2.1 Location. Public facilities and services will be located to minimize their cost and negative impacts on the natural environment and maximize their efficiency. Cost alternatives, impacts on the environment, and levels of efficiency will be discussed during the design phase and bid process utilized by the County to accomplish the installation or location of public facilities and/or services. In addition, the County will coordinate with the ECUA, other water and/or sewer providers, and state or federal agencies with facilities located in the County or with plans to expand existing facilities or create new facilities in the County. Among other things, it is the intent of this policy that public facilities and services are available to support the densities and intensities of uses provided by this Plan and the FLUM and that there is adequate and suitable land available for such utility facilities.

CP Policy FLU 2.2.4 Existing Facilities. Prior to embarking on the construction of new capital improvements, Escambia County will consider the feasibility of upgrading or rehabilitating existing facilities to determine if the rehabilitation of present facilities would be in the best interest of the County and its citizens.

Analysis: The proposed FLU amendment site has already been developed to encompass several blocks of already public facilities in a central location to maximize the efficiency to the public. The FLU amendment proposed is to make existing county government or other public institutions or agencies on already Escambia County owned property compliant with the 2030 Comprehensive Plan.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Planning Board-Regular **4. A.**

Meeting Date: 01/05/2016

Issue: A Public Hearing Concerning the Review of an Ordinance Amending the 203(Future Land Use Map, LSA-2015-02.

From: Horace Jones, Director

Organization: Development Services

RECOMMENDATION:

A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map, LSA-2015-02.

That the Board review and recommend to the Board of County Commissioners (BCC), for transmittal to the Department of Economic Opportunity, an Ordinance amending the 2030 Future Land Use Map.

BACKGROUND:

The applicant requests a Future Land Use (FLU) map amendment to change the FLU category of a 53.89 (+/-) acre sixteen-parcel site from Mixed-Use Urban (MU-U) and Recreation (Rec) to Public (P), from Commercial (C) to Public (P), and from Mixed-Use Urban (MU-U) to Public (P).

The current zoning designation of the referenced parcels is HC/LI, HDR, HDMU, and Rec, which are in the process of rezoning to Public (P) case number Z-2015-23. The FLU change is proposed to allow existing county government or other public institutions or agencies on already Escambia County owned property.

The subject parcels are located along the north and south side of Leonard Street, south of Fairfield Drive, east of North “L” Street and west of “G” Street. The properties are built out consisting of Escambia Jail, County Park, stormwater pond, Escambia County Area Transit, Health Department, State Work Release facility, and Escambia County Sheriff's Garage facilities.

The site is largely surrounded by single-family residential use pattern zoned High Density Residential (HDR) with small lots to the south and east. To the west and north the zoning consists of Heavy Commercial and Light Industrial (HC/LI).

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

Attachments

Draft Ordinance
Staff Analysis
LSA-2015-02

Rick Scott
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Cissy Proctor
EXECUTIVE DIRECTOR

LSA 15-2

March 17, 2016

The Honorable Grover Robinson
Chairman, Escambia County
Board of County Commissioners
221 Palafox Place, Suite 400
Pensacola, Florida 32502

Dear Chairman Robinson:

The Department of Economic Opportunity has completed its review of the proposed comprehensive plan amendment for Escambia County (Amendment No. 16-2ESR) which was received on February 16, 2016. We have reviewed the proposed amendments pursuant to Sections 163.3184(2) and (3), Florida Statutes (F.S.), and identified no comments related to important state resources and facilities within the Department of Economic Opportunity's authorized scope of review that will be adversely impacted by the amendments if adopted.

The County is reminded that pursuant to Section 163.3184(3)(b), F.S., other reviewing agencies have the authority to provide comments directly to the County. If other reviewing agencies provide comments, we recommend the County consider appropriate changes to the amendment based on those comments. If unresolved, such reviewing agency comments could form the basis for a challenge to the amendment after adoption. The County should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment.

Also, please note that Section 163.3184(3)(c)1, F.S., provides that if the second public hearing is not held within 180 days of your receipt of agency comments, the amendment shall be deemed withdrawn unless extended by agreement with notice to the Department of Economic Opportunity and any affected party that provided comment on the amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
866.FLA.2345 | 850.245.7105 | 850.921.3223 Fax
www.floridajobs.org | www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Dan Evans, at (850) 717-8484, or by email at Dan.Evans@deo.myflorida.com.

Sincerely,

Taylor Teepell, Director
Division of Community Development

TT/de

Enclosure(s): Procedures for Adoption

cc: Horace Jones, Director, Escambia County Development Services Department
Austin Mount, Executive Director, West Florida Regional Planning Council

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the Department of Economic Opportunity and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ Department of Economic Opportunity identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format,** clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

> The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the Department of Economic Opportunity notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the Department of Economic Opportunity or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Economic Opportunity.

_____ List of additional changes made in the adopted amendment that the Department of Economic Opportunity did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the Department of Economic Opportunity in response to the comment letter from the Department of Economic Opportunity.

ORDINANCE NUMBER 2016-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 17, TOWNSHIP 2S, RANGE 30W, PARCEL NUMBER 5016-000-002 TOTALING 48.49 (+/-) ACRES, LOCATED OFF THE 1200 BLOCK OF W LEONARD STREET, FROM MIXED USE URBAN (MU-U) AND RECREATION (REC) TO PUBLIC (P); CHANGING A PARCEL WITHIN SECTION 17, TOWNSHIP 2S, RANGE 30W, PARCEL NUMBER 5016-002-002 TOTALING 0.70 (+/-) ACRES, LOCATED OFF 1211 W FAIRFIELD DRIVE, FROM COMMERCIAL (C) TO PUBLIC (P); CHANGING FIVE PARCELS WITHIN SECTION 17, TOWNSHIP 2S, RANGE 30W, PARCEL NUMBERS 5016-001-001, 5009-000-062, 5009-000-064, 5009-000-068 AND 5009-041-041, TOTALING 1.08 (+/-) ACRES, LOCATED OFF N "H" STREET AND W CROSS STREET, AND NINE PARCELS WITHIN SECTION 18, TOWNSHIP 2S, RANGE 30W, PARCEL NUMBERS 6000-001-056, 6000-004-055, 6000-004-056, 6000-005-056, 6000-002-056, 6000-003-047, 6000-003-048, 6000-003-055 AND 6000-017-047, TOTALING 3.71 (+/-) ACRES, LOCATED OFF N "H" STREET, FROM MIXED USE URBAN (MU-U) TO PUBLIC (P); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Purpose and Intent

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment 2015-02."

Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use changes:

(A) A parcel within Section 17, Township 2S, Range 30W, parcel number 5016-000-002 and totaling 48.49 (+/-) acres, located off the 1200 block of W Leonard Street, as more particularly described in the Full Legal Descriptions with Warranty Deed attached as Exhibit A, from Mixed Use Urban (MU-U) and Recreation (REC) to Public (P).

(B) A parcel within Section 17, Township 2S, Range 30W, parcel number 5016-002-002 and totaling 0.70 (+/-) acres, located off 1211 W Fairfield Drive, as more particularly described in the Full Legal Descriptions with Warranty Deed attached as Exhibit B, from Commercial (C) to Public (P).

(C) Five parcels within Section 17, Township 2S, Range 30W, parcel numbers 5016-001-001, 5009-000-062, 5009-000-064, 5009-000-068 and 5009-041-041, totaling 1.08 (+/-) acres, located off N “H” Street and W Cross Street, as more particularly described in the Full Legal Descriptions with Warranty Deed attached as Composite Exhibit C, from Mixed Use Urban (MU-U) to Public (P).

(D) Nine parcels within Section 18, Township 2S, Range 30W, parcel numbers 6000-001-056, 6000-004-055, 6000-004-056, 6000-005-056, 6000-002-056, 6000-003-047, 6000-003-048, 6000-003-055 and 6000-017-047, totaling 3.71 (+/-) acres located off N “H” Street , as more particularly described in the Section 18, Township, 2S, Range 30W, Full Legal Descriptions with Warranty Deed attached as Composite Exhibit D, from Mixed Use Urban (MU-U) to Public (P).

Section 4. Severability

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

Section 5. Inclusion in the Code

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that the sections, subsections and other provisions of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. Effective Date

Pursuant to Section 163.3184(3)(c)(4), Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this_____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

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

DRAFT

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	172S305016000002
Account:	062439000
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1200 W LEONARD ST 32501
Use Code:	COUNTY OWNED
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$2,763,931	$12,187,991	$14,951,922	$14,951,922
2014	$2,763,931	$12,260,118	$15,024,049	$15,024,049
2013	$2,764,025	$11,834,570	$14,598,595	$14,598,595

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
07/1992	3254	630	$100	WD	View Instr
01/1971	561	1	$100	OT	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions

COUNTY OWNED

Legal Description

N1/2 OF LT 9 ALL LT 16 DB 1/54 3 P 161/179 LESS OR 67 P 284 S TATE RD R/W LESS OR 429 P 980 STATE RD R/W LESS OR 561 P 3 R...

Extra Features

ASPHALT PAVEMENT
BLOCK/BRICK BUILDING
CANOPY
CONCRETE WALKS
DUMBWAITER
ELEVATOR
FRAME BUILDING
METAL SHED
MISC
OPEN PORCH
PARKING LIGHT
UTILITY BLDG
WOOD FENCE

Parcel Information

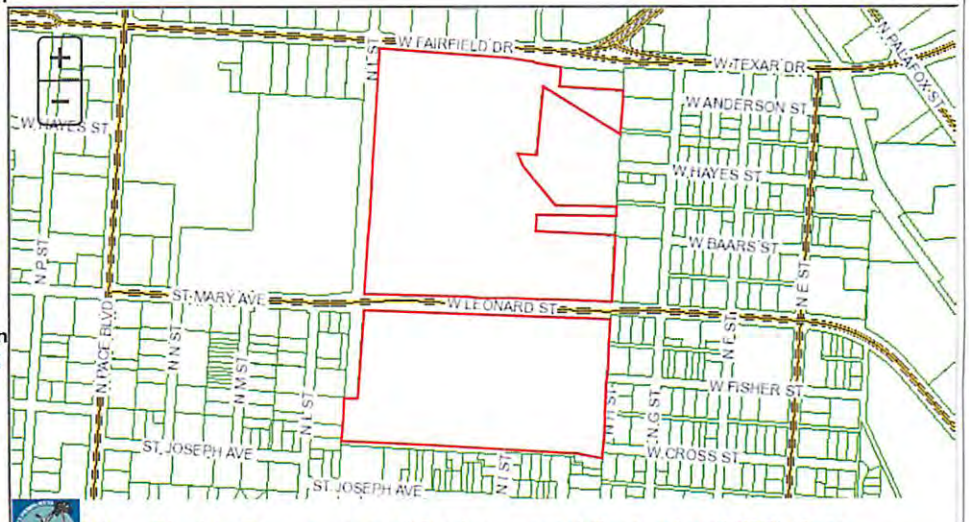
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
48.4900

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

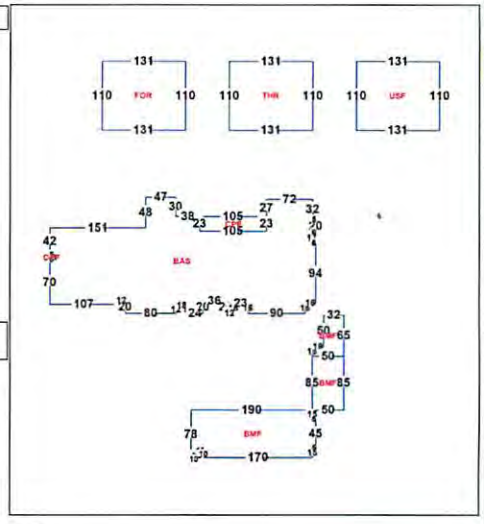
Address:1200 W LEONARD ST, Year Built: 1960, Effective Year: 1980

Structural Elements

DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*180*
EXTERIOR WALL-*STUCCO*
FLOOR COVER-*CARPET*
FOUNDATION-*STRUCTURAL*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*360*
NO. STORIES-*4*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*STEEL TRUSS/FRM*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*RIGID FRAME*

Areas - 124982 Total SF

BASE AREA - *58284*
BASEMENT FIN - *21005*
CARPORT FIN - *2415*
FOURTH STORY - *14410*
OPEN PORCH FIN - *48*
THIRD STORY - *14410*
UPPER STORY FIN - *14410*



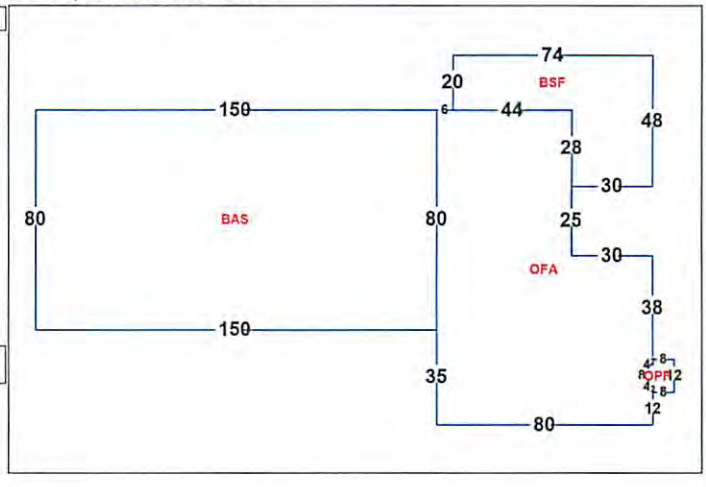
Address:1515 W FAIRFIELD DR, Year Built: 1980, Effective Year: 1980

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*PRECAST PAN/CON*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*STRUCTURAL*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*6*
NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*CONCRETE*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*CONCRTE REINFRD*

Areas - 22026 Total SF

BASE AREA - *12000*
BASE SEMI FIN - *2320*
OFFICE AVG - *7578*
OPEN PORCH FIN - *128*



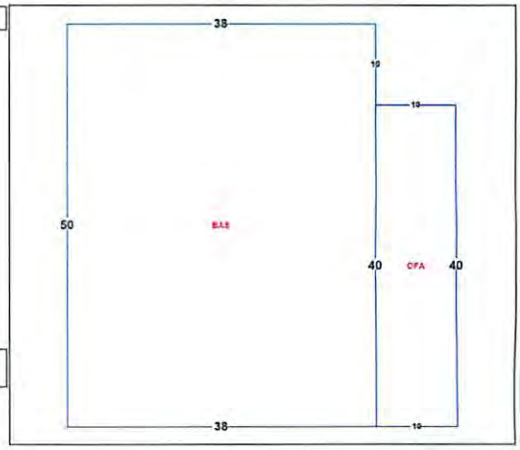
Year Built: 1980, Effective Year: 1980

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*PRECAST PAN/CON*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*STRUCTURAL*
HEAT/AIR-*NONE*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*CONCRETE*
STORY HEIGHT-*20*
STRUCTURAL FRAME-*CONCRTE REINFRD*

Areas - 2300 Total SF

BASE AREA - *1900*
OFFICE AVG - *400*



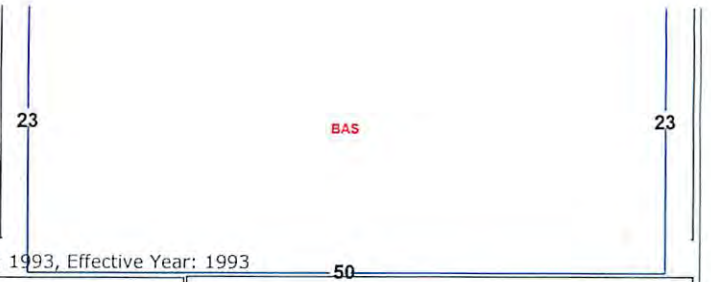
Year Built: 1980, Effective Year: 1980

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*PRECAST PAN/CON*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*NONE*
INTERIOR WALL-*EXPOSED BLK/BRK*

NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*CONCRETE*
STORY HEIGHT-*20*
STRUCTURAL FRAME-*WOOD FRAME*

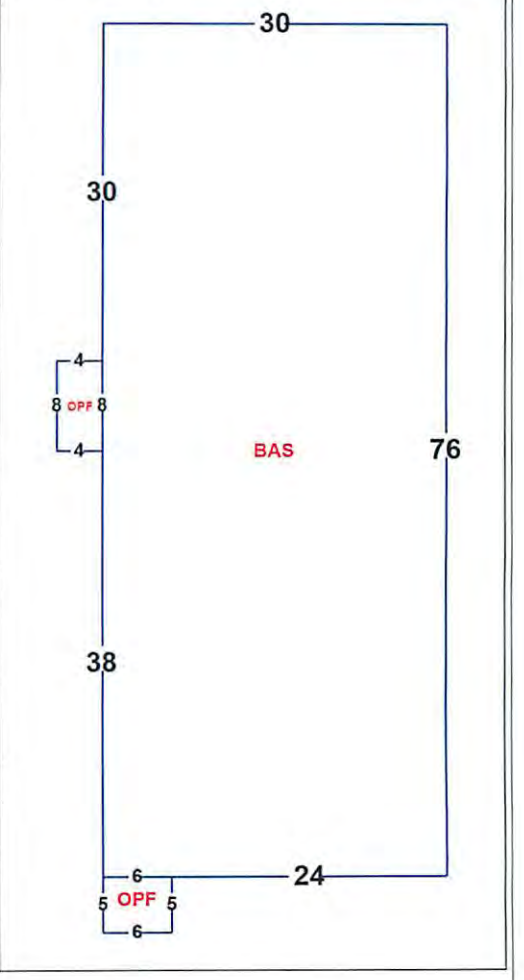
Areas - 1150 Total SF
BASE AREA - *1150*



Address:1770 W LEONARD ST, Year Built: 1993, Effective Year: 1993

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*60*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*15*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

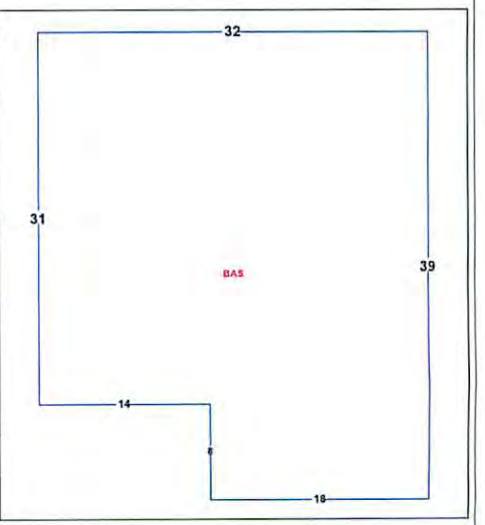
Areas - 2342 Total SF
BASE AREA - *2280*
OPEN PORCH FIN - *62*



Address:3101 N H ST, Year Built: 1960, Effective Year: 1960

Structural Elements
DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*ASPHALT TILE*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*8*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

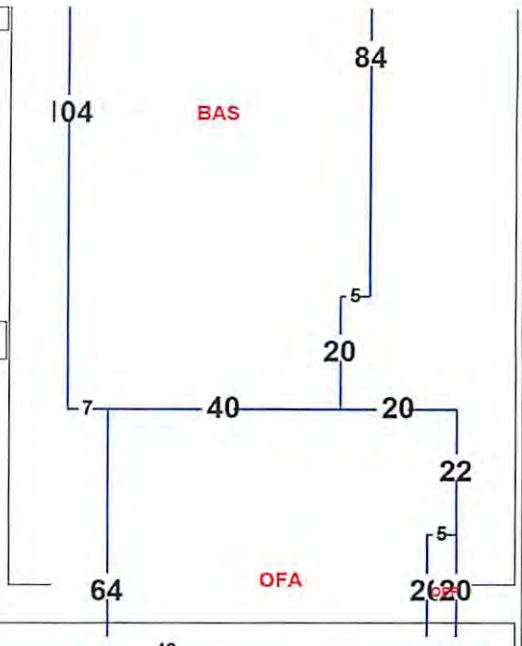
Areas - 1136 Total SF
BASE AREA - *1136*



Address:2751 N H ST, Year Built: 1988, Effective Year: 1988

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*8*
NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*STEEL TRUSS/FRM*
STORY HEIGHT-*18*
STRUCTURAL FRAME-*MASONRY PIL/STL*

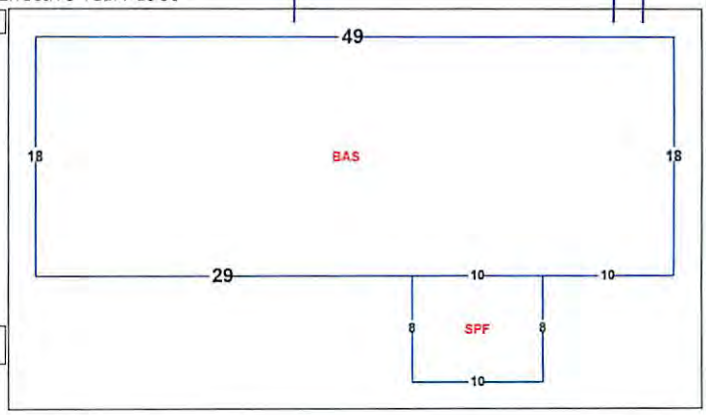
Areas - 9048 Total SF
BASE AREA - *5308*
OFFICE AVG - *3640*
OPEN PORCH FIN - *100*



Address:3105 N H ST, Year Built: 1960, Effective Year: 1960

Structural Elements
DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*6*
EXTERIOR WALL-*SIDING-BLW.AVG.*
FLOOR COVER-*ASPHALT TILE*
FOUNDATION-*WOOD/NO SUB FLR*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*4*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

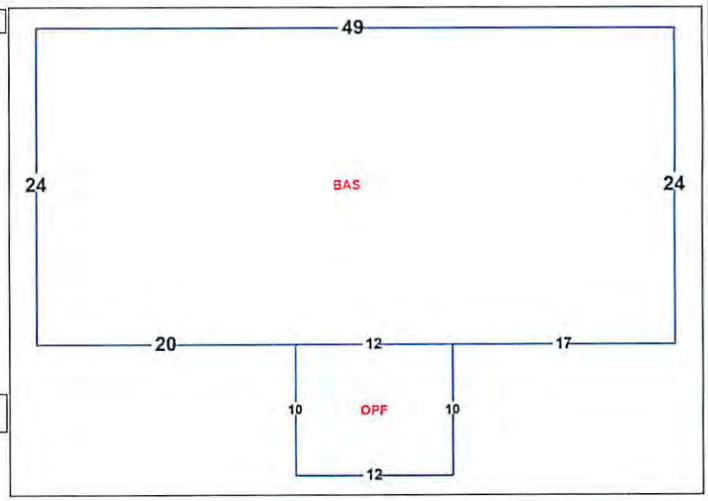
Areas - 962 Total SF
BASE AREA - *882*
SCRN PORCH FIN - *80*



Year Built: 1960, Effective Year: 1960

Structural Elements
DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*6*
EXTERIOR WALL-*SIDING-BLW.AVG.*
FLOOR COVER-*ASPHALT TILE*
FOUNDATION-*WOOD/NO SUB FLR*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*4*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

Areas - 1296 Total SF
BASE AREA - *1176*
OPEN PORCH FIN - *120*

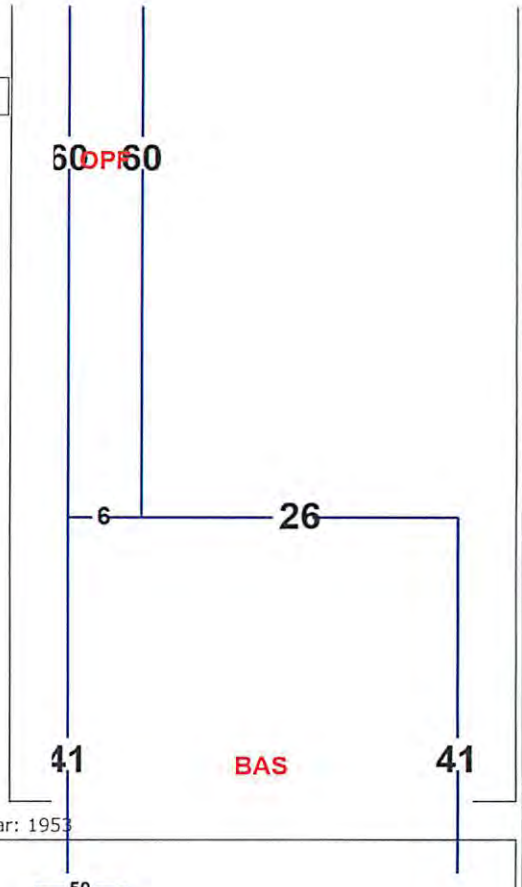


Year Built: 1960, Effective Year: 1960

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*6*
EXTERIOR WALL-*BRICK-COMMON*
FLOOR COVER-*ASPHALT TILE*
FOUNDATION-*WOOD/SUB FLOOR*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*4*
NO. STORIES-*1*
ROOF COVER-*ASBESTOS/WOOD S*

ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

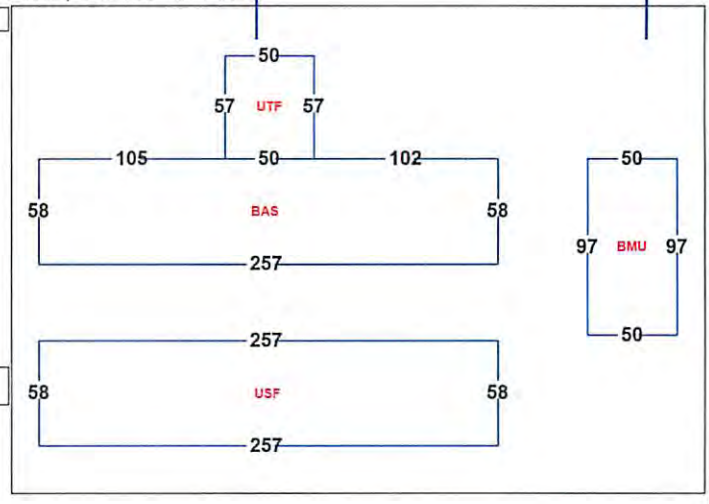
Areas - 1672 Total SF
BASE AREA - *1312*
OPEN PORCH FIN - *360*



Address:1700 W LEONARD ST, Year Built: 1953, Effective Year: 1953

Structural Elements
DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*80*
EXTERIOR WALL-*BRICK-BLK.BKUP.*
FLOOR COVER-*TILE/STAIN CONC/BRICK*
FOUNDATION-*STRUCTURAL*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*173*
NO. STORIES-*2*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*CONCRETE*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*MASONRY PIL/STL*

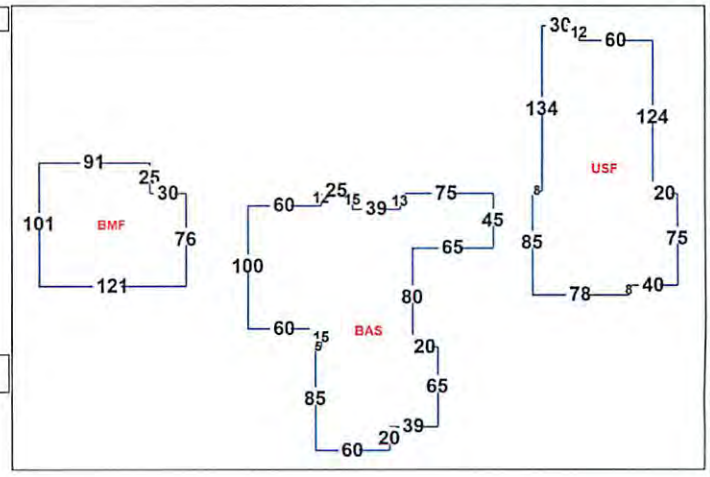
Areas - 37512 Total SF
BASE AREA - *14906*
BASEMENT UNF - *4850*
UPPER STORY FIN - *14906*
UTILITY FIN - *2850*



Year Built: 1980, Effective Year: 1990

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*PRECAST PAN/CON*
FLOOR COVER-*CARPET*
FOUNDATION-*STRUCTURAL*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*74*
NO. STORIES-*2*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*CONCRETE*
STORY HEIGHT-*14*
STRUCTURAL FRAME-*RIGID FRAME*

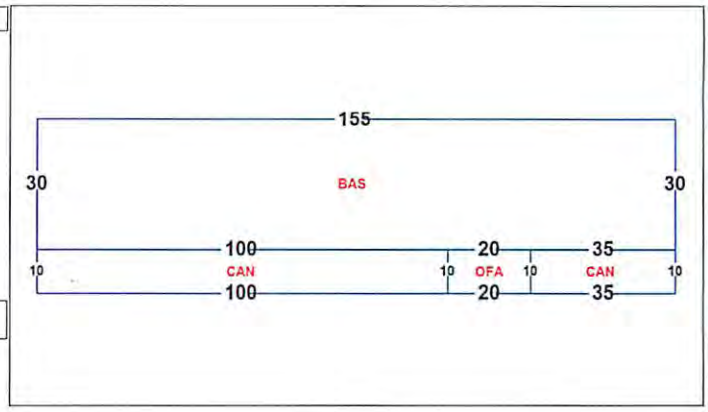
Areas - 57834 Total SF
BASE AREA - *25353*
BASEMENT FIN - *11471*
UPPER STORY FIN - *21010*



Year Built: 1980, Effective Year: 1980

Structural Elements
DECOR/MILLWORK-*MINIMUM*
DWELLING UNITS-*0*
EXTERIOR WALL-*METAL-MODULAR*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*UNFINISHED*
NO. STORIES-*1*
ROOF COVER-*METAL/MODULAR*
ROOF FRAMING-*RIGID FRAME/BAR*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*RIGID FRAME*

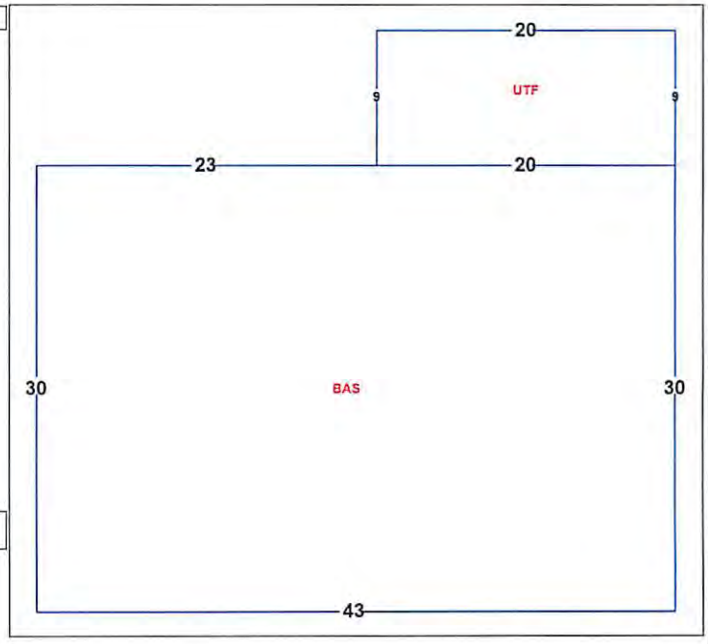
Areas - 6200 Total SF
BASE AREA - *4650*
CANOPY - *1350*
OFFICE AVG - *200*



Year Built: 1975, Effective Year: 1975

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*4*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*RIGID FRAME/BAR*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*MASONRY PIL/STL*

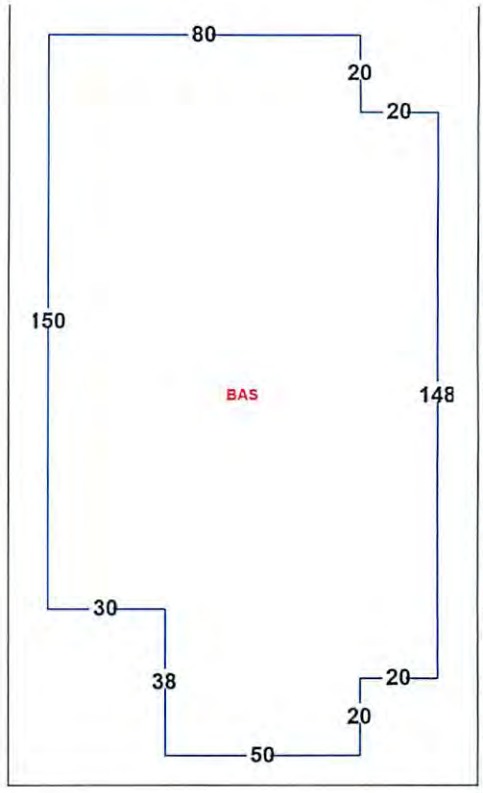
Areas - 1470 Total SF
BASE AREA - *1290*
UTILITY FIN - *180*



Year Built: 1978, Effective Year: 1978

Structural Elements
DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ABOVE GRDE*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*4*
NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*RIGID FRAME/BAR*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*MASONRY PIL/STL*

Areas - 16860 Total SF
BASE AREA - *16860*



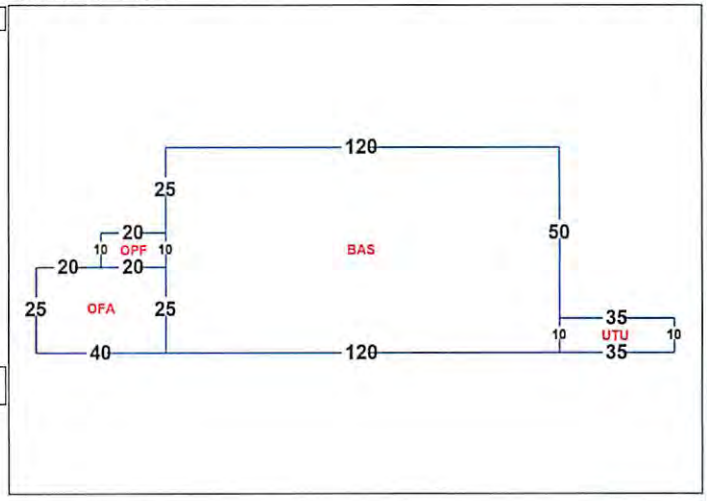
Address:2930 N L ST, Year Built: 1960, Effective Year: 1960

Structural Elements

DECOR/MILLWORK-*MINIMUM*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
EXTERIOR WALL-*SIDING-BLW.AVG.*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*8*
NO. STORIES-*1*
ROOF COVER-*CORRUGATED METL*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*MASONRY PIL/STL*

Areas - 8750 Total SF

BASE AREA - *7200*
OFFICE AVG - *1000*
OPEN PORCH FIN - *200*
UTILITY UNF - *350*



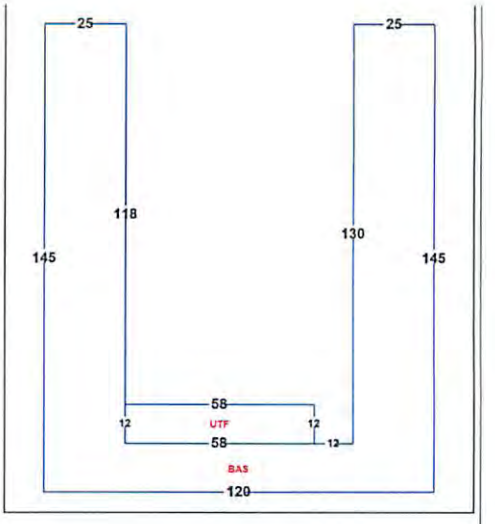
Address:3050 N L ST, Year Built: 1974, Effective Year: 1974

Structural Elements

DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*METAL-MODULAR*
FLOOR COVER-*ASPHALT TILE*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*16*
NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*RIGID FRAME/BAR*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*RIGID FRAME*

Areas - 8996 Total SF

BASE AREA - *8300*
UTILITY FIN - *696*



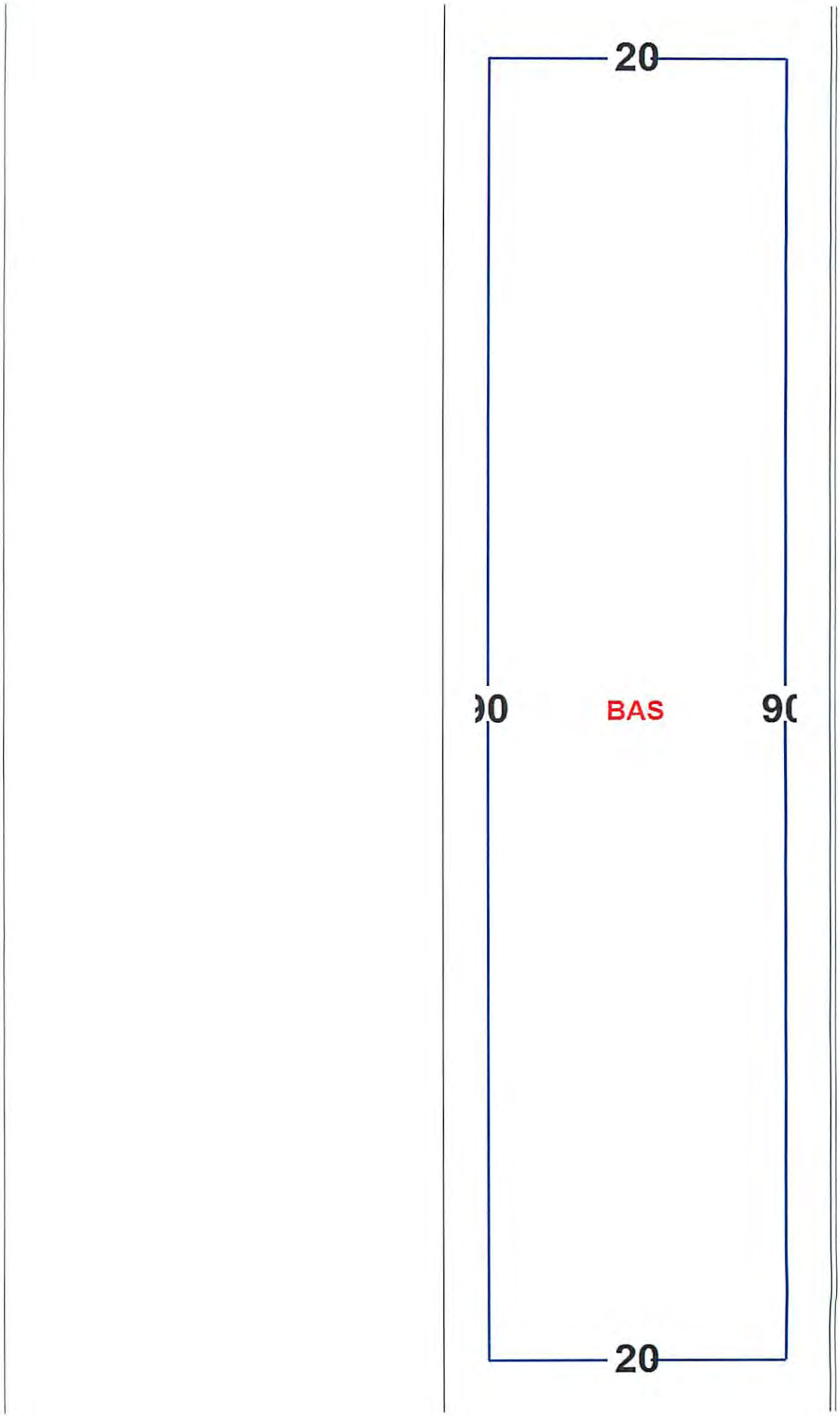
Address:3151 N H ST, Year Built: 1989, Effective Year: 1989

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*NONE*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*10*
STRUCTURAL FRAME-*MASONRY PIL/STL*

Areas - 1800 Total SF

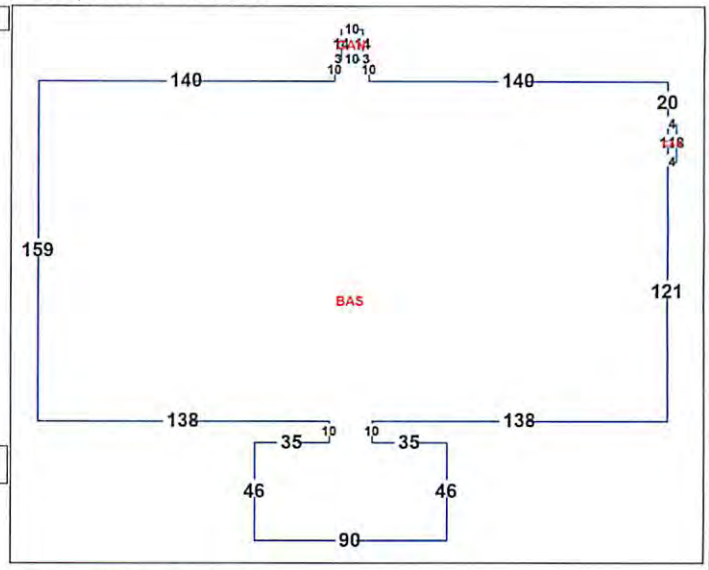
BASE AREA - *1800*


20
BAS
20

Address:1295 W FAIRFIELD DR, Year Built: 1996, Effective Year: 1996

Structural Elements

DECOR/MILLWORK-*ABOVE AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*STUCCO*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*33*
NO. STORIES-*1*
ROOF COVER-*ENAMEL METAL*
ROOF FRAMING-*STEEL TRUSS/FRM*
STORY HEIGHT-*12*
STRUCTURAL FRAME-*RIGID FRAME*

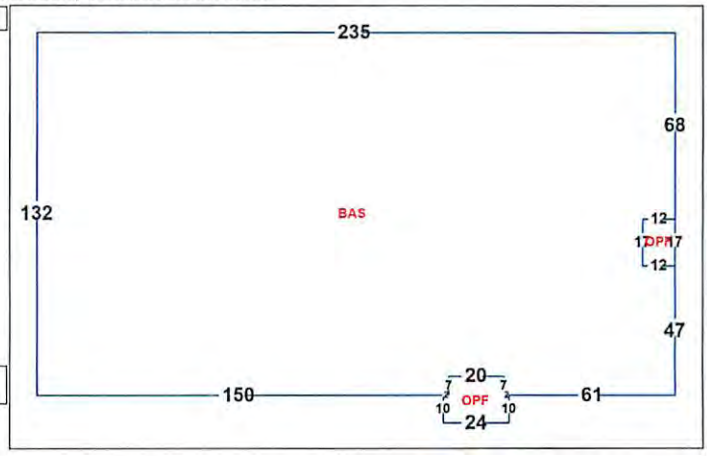


Areas - 51776 Total SF
BASE AREA - *51564*
CANOPY - *212*

Address:1211 W FAIRFIELD DR, Year Built: 2005, Effective Year: 2005

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CB DECORATIVE*
EXTERIOR WALL-*METAL-MODULAR*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*54*
NO. STORIES-*1*
ROOF COVER-*METAL/MODULAR*
ROOF FRAMING-*STEEL TRUSS/FRM*
STORY HEIGHT-*14*
STRUCTURAL FRAME-*MASONRY PIL/STL*

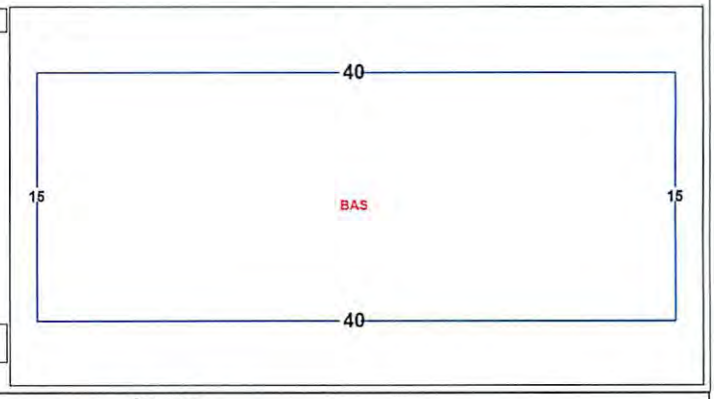


Areas - 31260 Total SF
BASE AREA - *30676*
OPEN PORCH FIN - *584*

Year Built: 2006, Effective Year: 2006

Structural Elements

DECOR/MILLWORK-*NONE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*NONE*
INTERIOR WALL-*WOOD/WALLBOARD*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*HIP*
STORY HEIGHT-*10*
STRUCTURAL FRAME-*MASONRY PIL/STL*



Areas - 600 Total SF
BASE AREA - *600*

Images

7/14/06

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.

17-2S-30

3254 630 9/22/92 P.4

13+2 Due

T

CORRECTIVE SPECIAL WARRANTY DEED

STATE OF FLORIDA

ss.

COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS that **THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA,** ("Grantor") (whose mailing address is 215 W. Garden St., Pensacola, FL 32501) for and in consideration of Ten and No/100 ($10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, does bargain, sell, convey and grant unto **ESCAMBIA COUNTY, FLORIDA,** ("Grantee") (whose mailing address is Escambia County Courthouse, Pensacola, Florida 32501) its successors and assigns, forever, the following described real property, situate, lying and being in the City of Pensacola, Escambia County, Florida, to-wit:

> 5.06 acres in Section 17, Township 2 South, Range 30 West, described as follows: From the northeast corner of said Section 17, run westerly along the North line thereof a distance of 312 feet to the West line of the "Farmers' Market" for "point of beginning" of this description; thence run, Southerly, parallel to the East line of said Section 17, a distance of 525 feet to a point, thence go Westerly, parallel to the north line of said Section, 420 feet to a point, thence go Northerly, parallel to the East line of said Section 17, a distance of 525 feet to a point on the North line of said Section; thence go Easterly, along the North line of said Section to "point of beginning"; all lying and being in Section 17, Township 2 South, Range 30 West, Escambia County, Florida, and containing 5.06 acres, more or less.
>
> LESS AND EXCEPT any portion thereof lying within the right of way of Fairfield Drive.
>
> Property Appraiser ID No. 172S30 5016 000 001

Subject to taxes for the current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed.

And further subject to that certain Lease Agreement between Grantor and the District Board of Trustees of Pensacola Junior College, Florida, dated December 21, 1984, concerning the construction and operation of a television transmission tower on a portion of said property. The Grantee agrees to honor such lease. The Grantee further agrees to assure to Grantor reasonable access for the operation, maintenance, replacement and repair of antennas of Grantor located on said tower.

And the said Grantor does hereby fully warrant the title to

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	172S305016002002
Account:	062439125
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1211 W FAIRFIELD DR 32501
Use Code:	VACANT COMMERCIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$39,900	$0	$39,900	$32,127
2014	$39,900	$0	$39,900	$29,207
2013	$39,900	$0	$39,900	$26,552

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)

None

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions

COUNTY OWNED

Legal Description

BEG AT NE COR OF SEC S 3 DEG 3 3 MIN 17 SEC W ALG E LI OF SEC 315 63/100 FT N 86 DEG 26 MIN 43 SEC W 13 FT TO PRM LOC IN...

Extra Features

None

Parcel Information

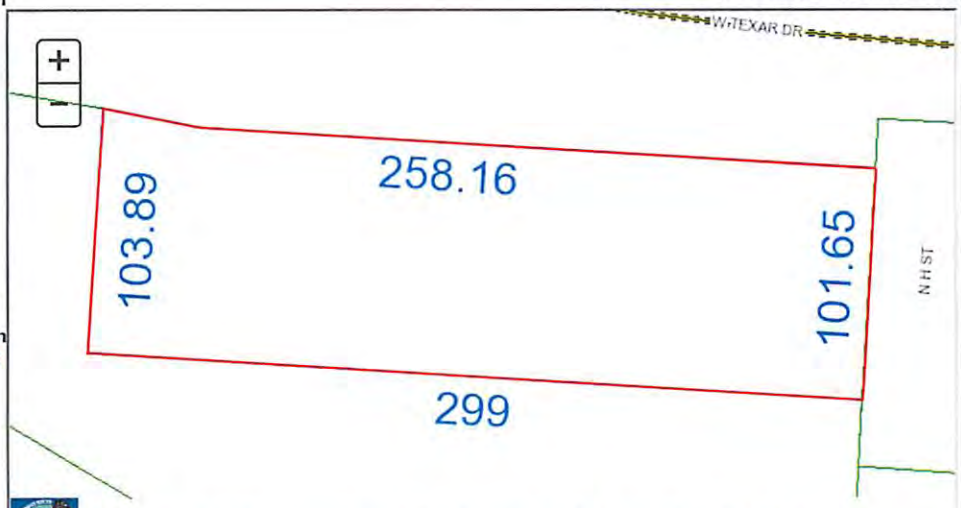
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.7000

Zoned:
HC/LI

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Escambia County Property Appraiser
172S305016002002 - Full Legal Description

BEG AT NE COR OF SEC S 3 DEG 33 MIN 17 SEC W ALG E LI OF SEC 315 63/100 FT N 86 DEG 26 MIN 43 SEC W 13 FT TO PRM LOC IN W R/W LI H ST N 3 DEG 33 MIN 17 SEC E ALG SD W R/W LI 150 FT FOR POB N 86 DEG 51 MIN 43 SEC W 299 FT TO E LI OF PROP OF BD OF PUBLIC INSTR DB 188 P 425 N 3 DEG 33 MIN 17 SEC E ALG SD E LI OF SD PROP 103 89/100 FT TO PT IN SLY R/W LI TEXAR DR S 82 DEG 19 MIN 13 9/10 SEC E ALG SD SLY R/W LI 40 95/100 FT S 87 DEG 5 MIN 3 SEC E ALG SD SLY R/W LI 258 16/100 FT TO PT IN W R/W LI H ST S 3 DEG 33 MIN 17 SEC W ALG SD W R/W LI 101 55/100 FT TO POB

EXHIBIT C

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference Restore Full Page Version

General Information

Reference:	172S305016001001
Account:	062438100
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	3101 N H ST 32501
Use Code:	COUNTY OWNED
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$34,771	$328,074	$362,845	$309,911
2014	$34,771	$328,058	$362,829	$281,738
2013	$34,865	$325,216	$360,081	$256,126

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
05/2004	5475	314	$110,000	WD	View Instr
01/1996	3907	919	$100	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG NW COR THEN S 2 DEG 4 MIN 47 SEC W 315 57/100 FT N 87 DE G 55 MIN 13 SEC W 13 FT TO A C ONCRETE MONUMENT ON WLY R/W LI...

Extra Features
None

Parcel Information

Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.6100

Zoned:
HDR

Evacuation & Flood Information
Open Report

View Florida Department of Environmental Protection(DEP) Data

OR BK 5475 PG0314
Escambia County, Florida
INSTRUMENT 2004-274027

DEED DOC STAMPS PD @ ESC CO $ 770.00
08/11/04 ERNIE LEE MAGAHA, CLERK

18.50
770.00

This Document Was Prepared by:
Office of the County Attorney
14 West Government Street, Room 411
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 21st day of MAY, 2004, by and between Council on Aging of West Florida, Inc., a Florida non-profit corporation, whose address is 21 South Tarragona Street, Pensacola, Florida 32502 (Grantor), and Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 223 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, its successors and assigns forever, the following described land (Property) situated in Escambia County, Florida:

Commence at the Northeast Corner of Section 17, Township 2 South, Range 30 West of Escambia County, Florida: thence run South 02 degrees 04 minutes 47 seconds West for 315.57 feet; thence run North 87 degrees 55 minutes 13 seconds West for 13.00 feet to a concrete monument on the Westerly Right-of-Way line of "H" Street (50' R/W); thence run South 02 degrees 04 minutes 47 seconds West along said R/W for 465.37 feet for the Point of Beginning of this description:

Thence run South 02 degrees 04 minutes 47 seconds West for 100.63 feet; thence run North 87 degrees 55 minutes 13 Seconds West for 389.38 feet; thence run North 02 degrees 04 minutes 47 seconds East for 68.08 feet; thence run North 87 degrees 18 minutes 04 seconds East for 390.74 feet to the Point of Beginning and termination of this description. All lying and being in Section 17, Township 2 South, Range 30 West and containing .75 acres, more or less.

Parcel ID No. 17-2S-30-5016-001-001

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2004 and subsequent years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR covenants with Grantee that at the time of delivery of this deed, Grantor was well seized of the Property; Grantor has good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantor fully warrants the title to the Property and will defend it against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents on the day and year first above written.

Witness _____
Print Name JOHN B. CLARK

Witness _____
Print Name ROSA B. SAKALARIOS

COUNCIL ON AGING OF WEST FLORIDA, INC.

By: _____
Donna Jacobi, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21ST day of MAY, 2004, by Donna Jacobi, as President of the Council on Aging of West Florida, Inc., a Florida non-profit corporation, on behalf of the corporation. She is (X) personally known to me, or has ( ) produced current _____ as identification.

ROSA B. SAKALARIOS
NOTARY PUBLIC-STATE OF FL
COMM. EXP. OCT. 19, 2006
COMM. NO. DD157027
(Notary Seal)

_____
Signature of Notary Public

ROSA B. SAKALARIOS
Printed Name of Notary Public

RCD Aug 11, 2004 02:58 pm
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2004-274027

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	172S305009000062
Account:	062404000
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	I ST 32501
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1976	1247	891	$100	QC	View Instr
01/1970	483	495	$100	WD	View Instr
01/1967	352	240	$2,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG AT NE COR OF S1/2 OF LT 9 BRAINERD & MCINTYRE S/D S 148 FT W 482 FT FOR BEG CONTINUE W 28 FT N 133 FT E 28 FT S 133...

Extra Features
None

Parcel Information

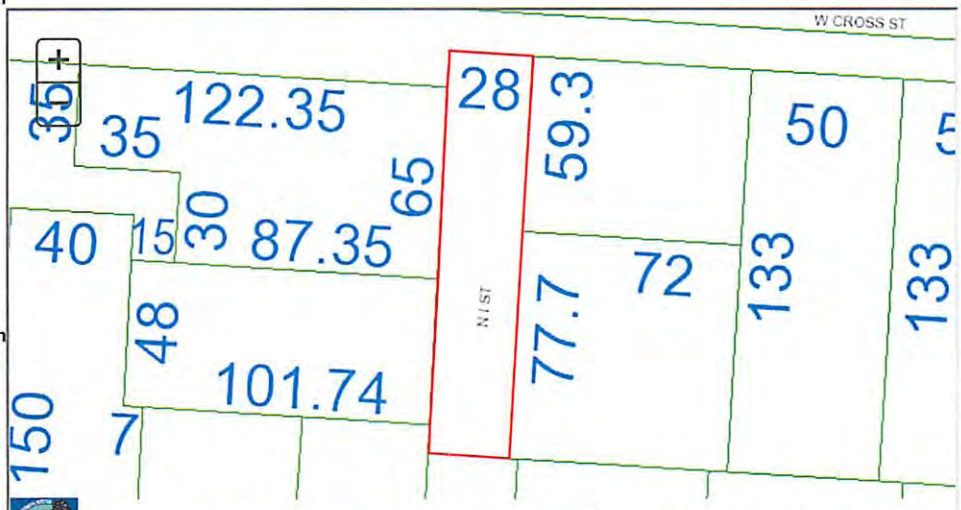
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.0800

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

QUIT CLAIM DEED

State of Florida
Escambia County

This instrument was prepared by
Joe A. Flowers, County Comptroller
Escambia County Courthouse
Pensacola, Florida

OFFICIAL RECORD BOOK 1247 PAGE 891

KNOW ALL MEN BY THESE PRESENTS, That Byron M. Peoples

for and in consideration of one dollar and other good and valuable considerations DOLLARS

the receipt whereof is hereby acknowledged, do remise, release, and quit claim unto Escambia County, Florida

its heirs, executors, administrators and assigns, forever, the following described property, situated in the County of Escambia State of Florida to-wit:

Begin at the Northeast corner of the South half of Lot 9, South 148 feet, West 482 feet for point of beginning, continue West 28 feet, North 133 feet, East 28 feet, South 133 feet to beginning, or part of Lot 1 of unrecorded plat of Peakman's Pike Subdivision, Section 17, Township 2 South, Range 30 West.

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
00.30

FLORIDA
SURTAX
00.55

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18th day of June A. D. 1976

Byron M. Peoples (SEAL)

(SEAL)

Signed, sealed and delivered in the presence of

Blaine Farmer

Maxine Skelton

FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO. FLA. ON AUG 21 3 18 PM '78
IN BOOK 1247 AT THE OFFICE OF THE COMPTROLLER ESCAMBIA COUNTY

State of Florida,
Escambia County

This day, before the undersigned, personally appeared Byron M. Peoples

to me well known to be the individual described in and who executed the foregoing Deed of Conveyance, and acknowledged that he executed the same for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this 18th day of June A. D. 1976

Blaine Farmer

My Commission Expires
April 21, 1978

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	172S305009000064
Account:	062406000
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL PENSACOLA, FL 32502
Situs:	1209 W CROSS ST 32501
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$6,318	$0	$6,318	$6,318
2014	$6,318	$0	$6,318	$6,318
2013	$6,318	$0	$6,318	$6,318

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
05/02/2014	7166	629	$100	TD	View Instr
12/1985	2156	182	$1,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG 148 FT S OF NE COR OF S1/2 OF LT 9 BRAINERD & MCINTYRE S /D W 310 FT FOR BEG CONTINUE W 50 FT N 133 FT E 50 FT S 133...

Extra Features
None

Parcel Information

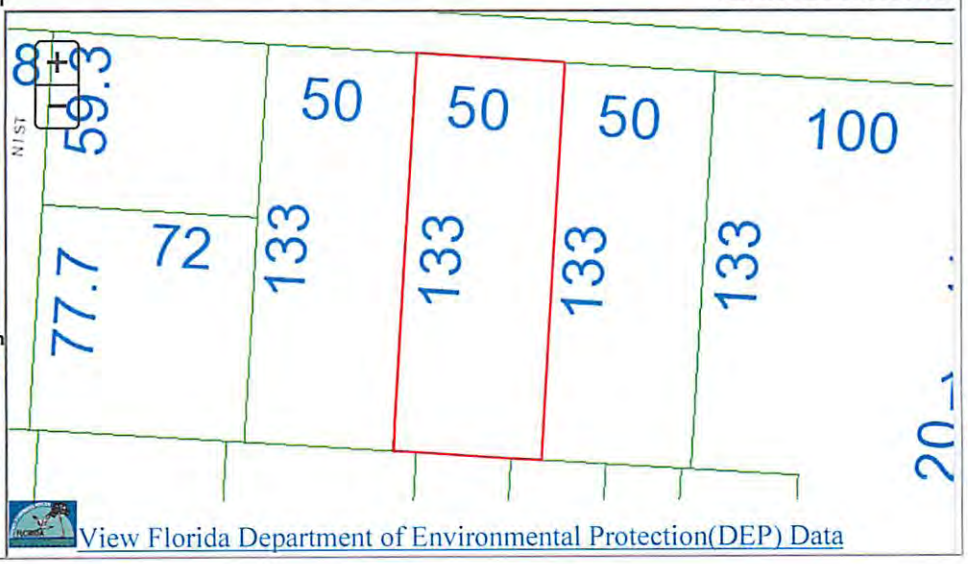
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.1527

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Recorded in Public Records 05/06/2014 at 10:21 AM OR Book 7166 Page 629, Instrument #2014031069, Pam Childers Clerk of the Circuit Court Escambia County, FL

DEED
ESCHEATED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

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

WHEREAS, Tax Certification No. 03165 was issued on May 30, 2008, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 2nd day of May, 2011, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County,Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the **Escambia County Board of County Commissioners,** Escambia County, Florida, 221 Palafox Place, Pensacola, Florida, 32502, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

BEG 148 FT S OF NE COR OF S1/2 OF LT 9 BRAINERD & MCINTYRE S/D W 310 FT FOR BEG CONTINUE W 50 FT N 133 FT E 50 FT S 133 FT TO BEG LT 4 UNRECORDED PLAT OF PEAKMANS PIKE S/D OR 2156 P 182

SECTION 17, TOWNSHIP 2 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 172S305009000064
TAX ACCOUNT NUMBER 062406000

** Property previously assessed to: EST OF JOHN RIVERS

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 2nd day of May, 2014.

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

WITNESSES:

Mylinda Johnson

Emily Hogg

(OFFICIAL SEAL)

State of Florida
County of Escambia

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

GIVEN under my hand and official seal this 2nd day of May, 2014.

Pam Childers, Clerk of the Circuit Court

Emily Hogg, Deputy Clerk

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	172S305009000068
Account:	062410000
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1200 BLK W CROSS ST 32501
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$8,203	$0	$8,203	$8,203
2014	$8,203	$0	$8,203	$8,203
2013	$8,203	$0	$8,203	$8,203

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/2005	5765	566	$100	CT	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG 15 FT S OF NE COR OF S1/2 OF LT 9 BRAINERD & MCINTYRE S/ D CONTINUE S 61 FT W 100 FT N 26 FT W 42 FT N 50 FT E 142 FT...

Extra Features
None

Parcel Information

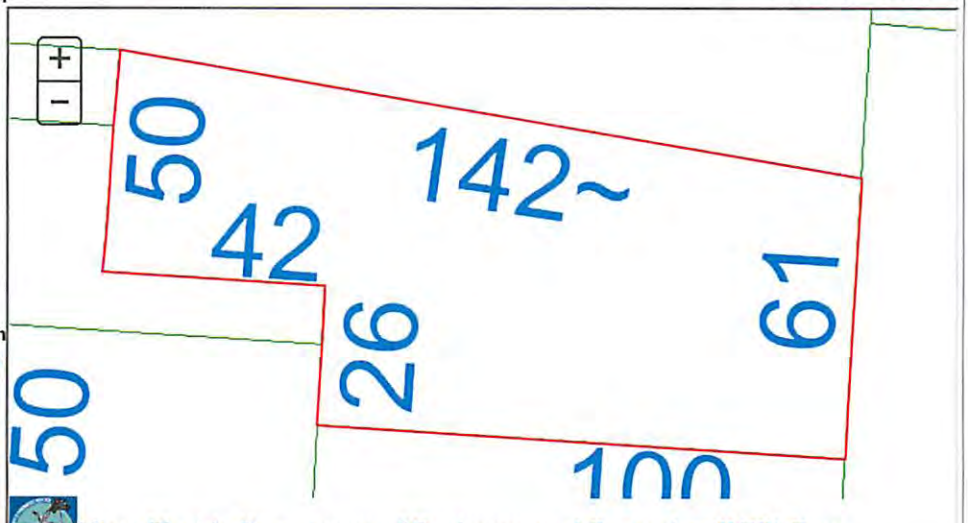
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.1982

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Recorded in Public Records 10/31/2005 at 01:13 PM OR Book 5765 Page 566, Instrument #2005438602, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Deed Stamps $0.70

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
IN AND FOR ESCAMBIA COUNTY, FLORIDA
CIVIL DIVISION

ESCAMBIA COUNTY, FLORIDA,
A political subdivision of
the State of Florida,

Plaintiff

vs.

CASE NO. 2005-CA-689

DIVISION B

CERTAIN LANDS upon which nuisance abatement liens are delinquent,

Defendants.
_____/

CERTIFICATE OF TITLE

THE UNDERSIGNED CLERK of the Court certifies that he executed and filed a Certificate of Sale in this action on October 11, 2005 for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Escambia County, Florida:

County Account Number: 06-2410-000
Legal Description: BEGIN 15 FEET SOUTH OF NE CORNER OF S 1/2 OF LOT 9, CONTINUE SOUTH 61', WEST 100' NORTH 26' WEST 42', N 50', E 142' TO A POINT OF BEGINNING; SECTION 17, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

was sold to the Plaintiff, ESCAMBIA COUNTY, FLORIDA

WITNESS my hand and the Seal of the Court on this 27th day of Oct, 2005.

ERNIE LEE MAGAHA, CLERK
Clerk of Circuit and County Courts

By: _____
Deputy Clerk

Copies furnished to:

Nixon and Associates, Attorney for Plaintiff, 3105 West Waters Avenue, #204, Tampa, Florida 33614.

Estate of William Dortch, Will Dortch and Lelia May Dortch, 1201 W. Cross Street, Pensacola, FL 32501

Suit 1, Property 3

Bid $100.00

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	172S305009041041
Account:	062399500
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	I ST 32501
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
02/1976	1932	978	$100	TD	View Instr
01/1968	374	220	$100	WD	View Instr
01/1966	303	502	$1,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG AT NE COR OF S 1/2 OF LT 9 BRAINERD & MCINTYRE S/D W 510 5/10 FT SLY 135 FT FOR POB S 61 FT E 31 FT N 61 FT W 31 FT...

Extra Features
None

Parcel Information

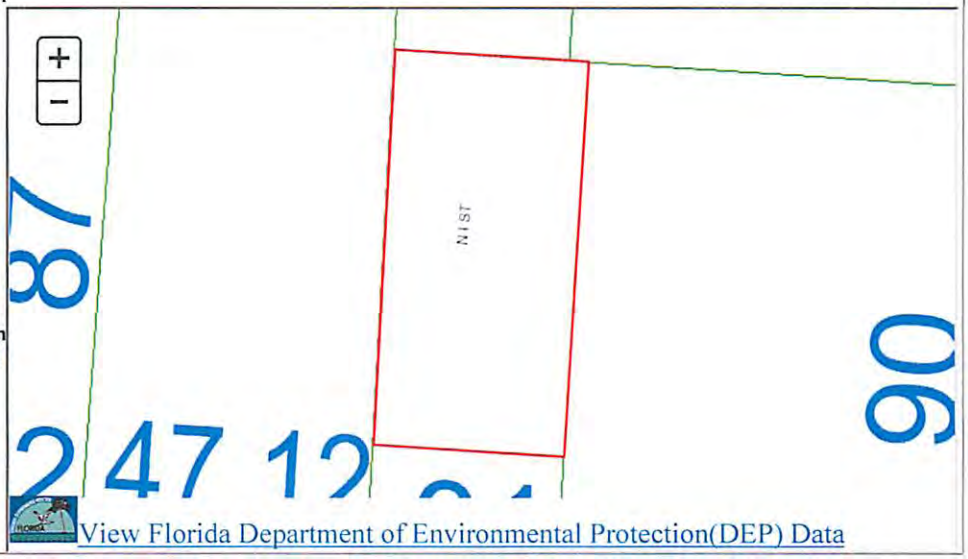
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.0400

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

This instrument was prepared by
Joe A. Flowers, Comptroller
Escambia County Courthouse
Pensacola, FL

O.R. BOOK 1932 PAGE 978

DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WHEREAS, Tax Certificate No. 946 was issued on the 1st day of June, 19 73 against the land described hereinbelow, and the Tax Collector of Escambia County, Florida, duly delivered to the Comptroller of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 23rd day of February, 1976, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida pursuant to Section 197.241(5), Florida Statutes; and

WHEREAS, Section 197.241(5), Florida Statutes, directs the Comptroller to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Comptroller, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.241(5), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners of Escambia County, Florida, (whose mailing address is P. O. Box 1111 Pensacola, FL 32595), their successors and assigns, forever, the following described land in Escambia County, Florida, to-wit:

Begin at the NE cor of the S 1/2 of Lot 9, West 510.5 feet, Southerly 135 feet for pob, South 61 feet, East 31 Feet, North 61 feet, West 31 feet to pob, Lot 41 Section 17, Township 2 South, Range 30 West.
Acct. # 06-2399-500.

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Comptroller of said County, I have executed this deed and have hereunto set my official seal this 3rd day of July, 1984.

Witnesses:
Elaine Jarinas
Patricia S. Thomas

JOE A. FLOWERS, as Comptroller of Escambia County, Florida

(OFFICIAL SEAL)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned Notary Public, personally appeared JOE A. FLOWERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Comptroller of Escambia County, Florida, who acknowledged that he executed the same as Comptroller for the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 3rd day of July, 1984.

Elaine Jarinas
Notary Public
My Commission Expires: 4/21/86

EXHIBIT D

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000001056
Account:	062968000
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	3000 BLK N G ST 32501
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$72,390	$0	$72,390	$64,716
2014	$72,390	$0	$72,390	$58,833
2013	$72,390	$0	$72,390	$53,485

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/1989	2792	324	$80,000	WD	View Instr
01/1972	630	812	$20,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
ALL FRAC BLK 56 LESS N 50 FT O F LTS 2 TO 8 FRAC BLK 56 ENGLE WOOD HEIGHTS PLAT DB 59 P 107 OR 2792 P 324 N 1/2 OF VACATED...

Extra Features
None

Parcel Information

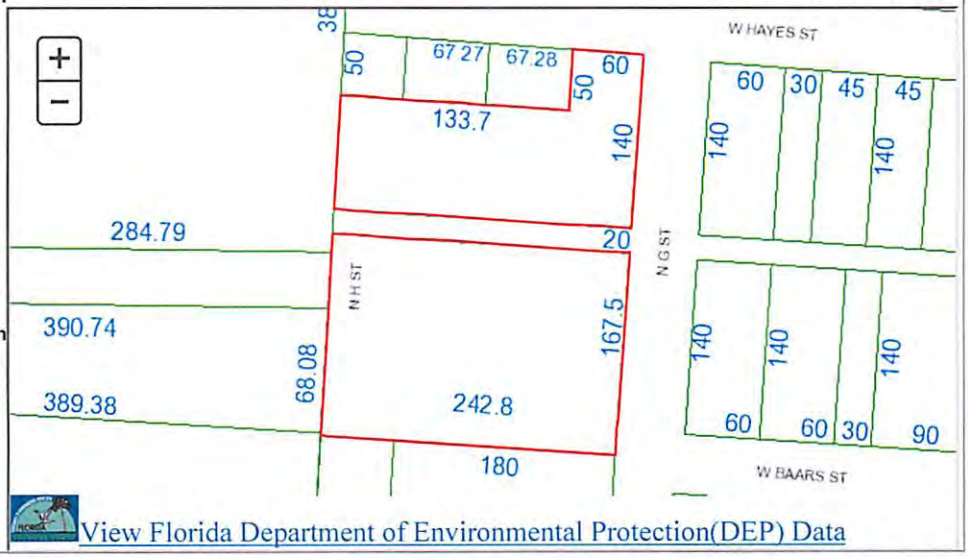
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
1.2700

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Prepared by & Return to:
Linda G. Salter, an employee of
Southland Title of Pensacola, Inc.
900 E. Scott Street
Pensacola, Florida 32503 BOOK 2792 PG 324

CORPORATION
WARRANTY DEED

FILE NO. 89-1270
DOC. ~~484.00~~ 440.00
REC: 6.00 5+1
TOTAL ~~490.00~~ 446.00
STATE OF FLORIDA
COUNTY OF ESCAMBIA

Tax ID # _____

KNOW ALL MEN BY THESE PRESENTS: That

C. A. HOBBS, JR., INC., A Florida Corporation, Grantor*,
for and in consideration of Ten Dollars ($10.00) and other good and valuable considerations the receipt of which is hereby acknowledged has bargained, sold, conveyed and granted unto
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, Grantee*
Address: P. O. Box 1591, Pensacola, Florida 32597
grantee's heirs, executors, administrators and assigns, forever, the following described property, situate, lying and being in the County of Escambia, State of Florida, to-wit:

Lots 2 through 18, inclusive, Block 56, Englewood Heights, a subdivision according to Plat recorded in Deed Book 59 at page 107 of the Public Records of Escambia County, Florida. Less and except the North 50 feet of Lots 2 through 8, inclusive, and less and except any porton lying within right-of-way of "H" Street. Together with alleys as vacated in Official Record Book 629, at page 48, less and except any portion lying within right of way of "H" Street.

D.S. PD. $ 440.00
DATE 12/19/89
JOE A. FLOWERS, COMPTROLLER
BY: [signature] D.C.
CERT. REG. #59-2043328-27-01

7 6 4 9 9 9

FILED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY ON
Dec 19 9 14 AM '89
IN BOOK & PAGE NOTED ABOVE JOE A. FLOWERS, COMPTROLLER ESCAMBIA COUNTY

Subject to taxes for current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed. Subject also to oil, gas and mineral reservations of record.

Said grantor does fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

*Wherever used herein, the term "grantee/grantor" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto, the use of singular member shall include the plural, and the plural the singular, the use of any gender shall include the genders.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal on December 15, 1989

Attest: _____
Secretary

C. A. HOBBS, JR., INC.
BY: [signature]
C. A. Hobbs, Jr. PRESIDENT

Signed, sealed and delivered in the presence of:
[signature]
Linda G. Salter

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this December 15, 1989 by C. A. Hobbs, Jr., President, of C.A. HOBBS, JR., INC., a Florida corporation, on behalf of the corporation.

CLERK FILE NO

[signature]
Notary Public

June 2, 1991
My Commission Expires

(Notary Seal)

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000004055
Account:	062967250
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1190 W LEONARD ST 32501
Use Code:	OFFICE, 1 STORY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$76,950	$951,330	$1,028,280	$1,028,280
2014	$76,950	$953,438	$1,030,388	$1,030,388
2013	$76,950	$973,672	$1,050,622	$1,050,622

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1971	37	181	$10,000	OJ	View Instr
01/1970	473	192	$5,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions

COUNTY OWNED

Legal Description

FRACTIONAL LT 4 & 17 & ALL LTS 5 TO 16 & 20 FT ALLEY BLK 55 ENGLEWOOD HTS PLAT DB 59 P 107 OR 952 P 942 S 1/2 OF VACATED...

Extra Features

ASPHALT PAVEMENT
CONCRETE WALKS

Parcel Information

Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
1.3500

Zoned:
HDR

Evacuation & Flood Information
Open Report

View Florida Department of Environmental Protection(DEP) Data

D-2

THIS INSTRUMENT PREPARED BY
[illegible]
[illegible] NEW HOME STANDARD BUILDING
PENSACOLA, FLORIDA 32502

Form 140
Printed and For Sale
Mayes Printing Co.
Pensacola, Fla.

473 PAGE 192

State of Florida
Escambia County

WARRANTY DEED

P.O. Box 8105 Pensacola, Fla.

Know All Men by These Presents: That C. N. Mason and Louise D. Mason, husband and wife

for and in consideration of One Dollar and other valuable considerations DOLLARS

the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto The Home Movers and Improvers Company of Florida, Inc.

and it's heirs, executors, administrators and assigns, forever, the following described real property, situate, lying and being in the County of Escambia State of Florida to-wit:

All of lots 3 to 19 both inclusive, Block 55, less the West 37 feet, Englewood Heights according to plat of Englewood Heights, Pensacola Realty subdivision of the West 1297 feet of Section 18, Township 2 South, Range 30 West recorded in Deed Book 57, Page 107 of the Public Records of Escambia County, Florida.

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
JAN 16 '73
15.00

ESCAMBIA COUNTY
FLORIDA
JAN 16 '73
DOCUMENTARY SURTAX
05.50

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

And they covenant that they are well seized of an indefeasable estate in fee simple in the said property, and have a good right to convey the same; that it is free of lien or encumbrance, and that their heirs, executors and administrators, the said grantee, it's heirs, executors, administrators and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend.

IN WITNESS WHEREOF, they have hereunto set their hands and seals this 6th day of August A.D. 1968.

Signed, sealed and delivered in the presence of

C. N. Mason (SEAL)
Louise D. Mason (SEAL)
(SEAL)
(SEAL)
(SEAL)

FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO. FLA. ON
JAN 15 9 25 AM '73
IN BOOK AND PAGE ABOVE
JOE A. PERRY, CLERK
CIRCUIT COURT

405351

State of Florida
Escambia County

Before the subscriber personally appeared C. N. Mason and Louise D. Mason his wife, known to me, and known to me to be the individuals described by said names, in and who executed the foregoing instrument and acknowledged that they executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 6th day of August 1968

[illegible]
Notary Public

My commission expires 4-2-72

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000004056
Account:	062969500
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1125 W HAYES ST 32501
Use Code:	MULTI-FAMILY <=9
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$4,560	$28,285	$32,845	$32,845
2014	$4,560	$26,813	$31,373	$31,373
2013	$4,560	$25,808	$30,368	$30,368

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/2006	6019	1490	$160,000	WD	View Instr
09/2006	6018	1882	$100	WD	View Instr
07/2006	5949	1847	$100	QC	View Instr
06/2000	4567	2007	$217,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG AT NE COR OF LT 8 FRAC BLK 56 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 WLY ALG S R/W LI OF H AYES ST (55 FT R/W) 67 28/100...

Extra Features
None

Parcel Information

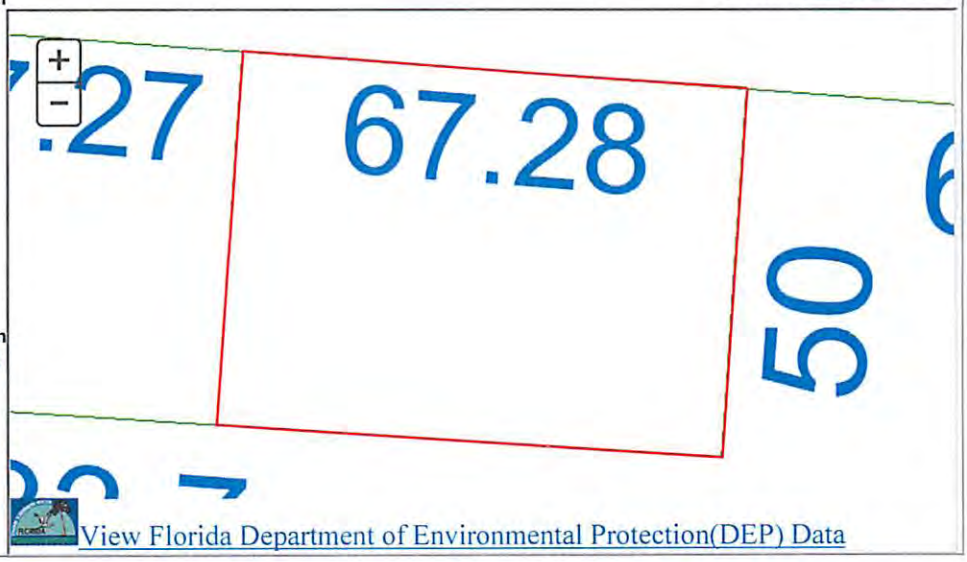
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.0800

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Recorded in Public Records 10/26/2006 at 03:42 PM OR Book 6019 Page 1490, Instrument #2006108494, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $1120.00

This document was prepared by:
Stephen G. West, Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 26th day of October, 2006, by and between James E. Way, Jr., whose address is 2600 North Palafox Street, Pensacola, Florida 32501 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, its successors and assigns forever, the following described land situated in Escambia County, Florida:

The North 50 feet of lots 2 to 8, fractional block 56, Englewood Heights, Plat Deed Book 59, page 107 of the public records of Escambia County, Florida.

Parcel Identification Numbers: 18-2S-30-6000-002-056, 18-2S-30-6000-004-056, and 18-2S-30-6000-005-056 (Property).

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2006; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR covenants with Grantee that at the time of delivery of this deed, Grantor was well seized of the Property; Grantor has good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantor fully warrants the title to the Property and will defend it against the lawful claims of all persons whomsoever.

THIS PROPERTY IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents on the day and year first above written.

Witness _____
Print Name Stephen G. West

Witness _____
Print Name Elizabeth A. Larrieu

_____
James E. Way, Jr.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of October, 2006, by James E. Way, Jr., who ( ) is personally known to me, or has (X) produced current FL Drivers License as identification.

_____
Signature of Notary Public

Notary Public State of Florida
Elizabeth A Larrieu
My Commission DD393219
Expires 03/23/2009

(Notary Seal)

Elizabeth A. Larrieu
Printed Name of Notary Public

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000005056
Account:	062969510
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1135 W HAYES ST 32501
Use Code:	COUNTY OWNED
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$4,560	$42,733	$47,293	$47,293
2014	$4,560	$42,388	$46,948	$46,948
2013	$4,560	$42,425	$46,985	$46,985

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/2006	6019	1490	$160,000	WD	View Instr
09/2006	6048	1882	$100	WD	View Instr
07/2006	5964	374	$100	WD	View Instr
02/2000	4530	85	$55,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG AT NE COR OF LT 8 FRAC BLK 56 ENGLEGWOOD HEIGHTS PLAT DB 59 P 107 WLY ALG S R/W LI OF HAYES ST (55 FT R/W 67 28/100...

Extra Features
CHAINLINK FENCE

Parcel Information

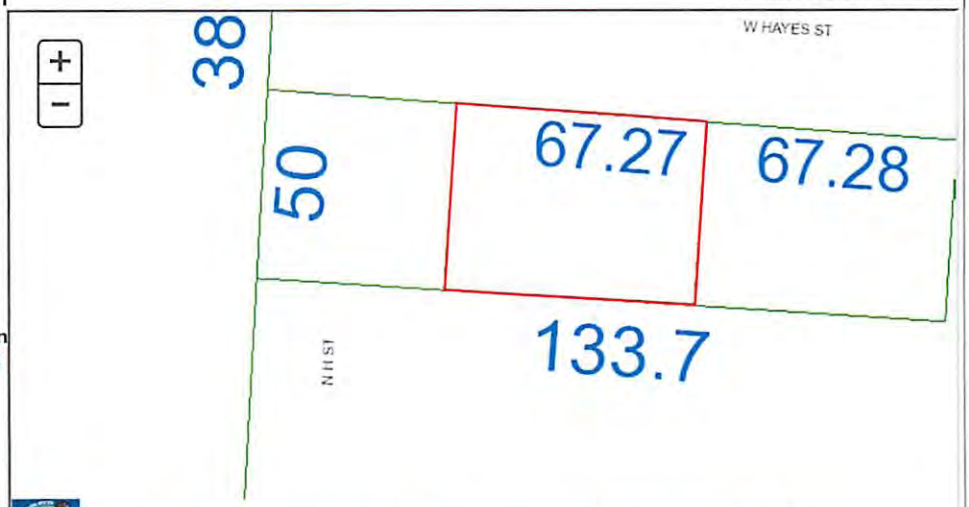
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.0800

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Recorded in Public Records 10/26/2006 at 03:42 PM OR Book 6019 Page 1490, Instrument #2006108494, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $1120.00

This document was prepared by:
Stephen G. West, Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 26th day of October, 2006, by and between James E. Way, Jr., whose address is 2600 North Palafox Street, Pensacola, Florida 32501 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, its successors and assigns forever, the following described land situated in Escambia County, Florida:

The North 50 feet of lots 2 to 8, fractional block 56, Englewood Heights, Plat Deed Book 59, page 107 of the public records of Escambia County, Florida.

Parcel Identification Numbers: 18-2S-30-6000-002-056, 18-2S-30-6000-004-056, and 18-2S-30-6000-005-056 (Property).

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2006; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR covenants with Grantee that at the time of delivery of this deed, Grantor was well seized of the Property; Grantor has good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantor fully warrants the title to the Property and will defend it against the lawful claims of all persons whomsoever.

THIS PROPERTY IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents on the day and year first above written.

Witness _____
Print Name Stephen G. West

Witness _____
Print Name Elizabeth A Larrieu

James E. Way, Jr.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of October, 2006, by James E. Way, Jr., who (_) is personally known to me, or has (X) produced current FL Drivers License as identification.

Notary Public State of Florida
Elizabeth A Larrieu
My Commission DD393219
Expires 03/23/2009

(Notary Seal)

_____
Signature of Notary Public

Elizabeth A Larrieu
Printed Name of Notary Public

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000002056
Account:	062969000
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1400 BLK W HAYES ST 32501
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/2006	6019	1488	$100	QC	View Instr
07/1984	1942	708	$1,000	TD	View Instr
01/1970	520	31	$1,600	WD	View Instr
01/1970	473	114	$100	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
N 50 FT OF LTS 2 TO 8 FRAC BLK 56 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 CASE 97-278-CP-03 OR 6019 P 1488 LESS OR 2122 P 861...

Extra Features
None

Parcel Information

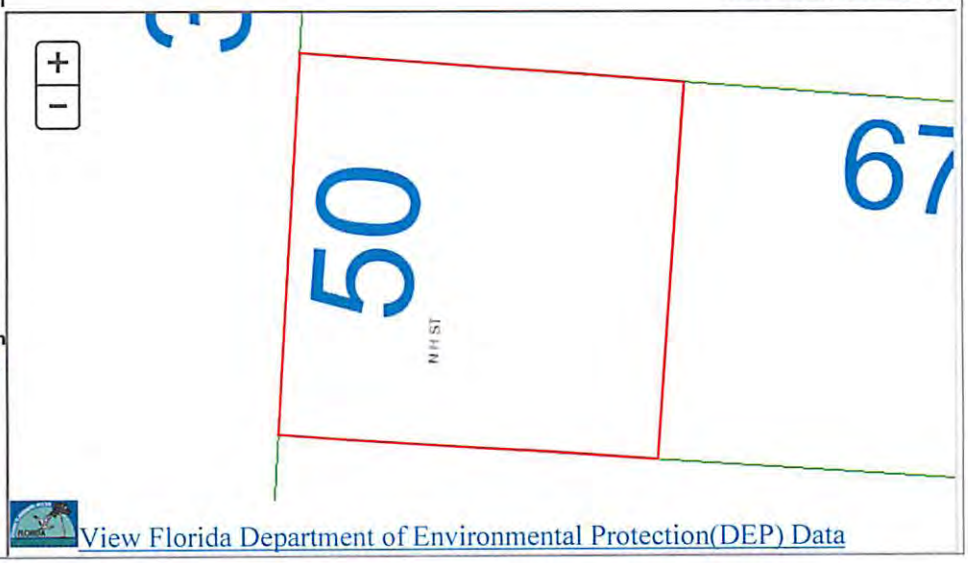
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.0600

Zoned:
HDMU

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Recorded in Public Records 10/26/2006 at 03:42 PM OR Book 6019 Page 1488, Instrument #200610493, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $0.70

This document prepared by:
Stephen G. West, Assistant County Attorney
Escambia County Attorney's Office
14 West Government Street, Room 411
Pensacola, Florida 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

QUITCLAIM DEED

THIS QUITCLAIM DEED is made this 11 day of October, 2006, between Dolores Cox, as Trustee under that certain trust instrument recorded in Official Record Book 4920 at page 1303 of the public records of Escambia County, Florida, whose address is 4665 Southside Drive, Gulf Breeze, Florida 32563 (Grantor) and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 223 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH, that Grantor for and in consideration of the sum of one dollar and other good and valuable consideration, in hand paid by Grantee, receipt of which is acknowledged, quitclaims to Grantee, and Grantee's successors and assigns forever, all of the right, title, and interest in the following described property in Escambia County, Florida:

The North 50 feet of lots 2 to 8, fractional block 56, Englewood Heights, Plat Deed Book 59, page 107 of the public records of Escambia County, Florida.

Parcel Identification Number 18-2S-30-6000-002-056

THE ABOVE REFERENCED PROPERTY IS NOT THE HOMESTEAD OF THE GRANTOR.

Signed in the presence of:

GRANTOR:

Witness Amy U. Cochran
Print Name Amy U. Cochran

Witness Lillian M. Ewens
Print Name Lillian M. Ewens

By: M. Dolores Cox
Dolores Cox, as Trustee

STATE OF FLORIDA
COUNTY OF ~~ESCAMBIA~~ Santa Rosa

The foregoing instrument was acknowledged before me this 11 day of October, 2006, by Dolores Cox. She ( ) is personally known to me, or (X) produced current Florida Drivers License as identification.

LILLIAN M. EWENS
Comm# DD0314161
Expires 4/28/2008
Bonded thru (800)432-4254
Florida Notary Assn., Inc

Signature of Notary Public

Lillian M. Ewens
Printed Name of Notary Public

(Notary Seal)

ACCEPTANCE

This Quitclaim Deed accepted by Escambia County, Florida on the 24th day of October, 2006, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the 17th day of August, 2006.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA ~~COUNTY~~, FLORIDA

D. M. "Mike" Whitehead, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Deputy Clerk

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000003047
Account:	062921000
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	H ST 32501
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1982	1606	889	$100	TD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
ALL LT 3 AND W 15 FT OF LT 4 F RAC BLK 47 ENGLEWOOD HEIGHTS P LAT DB 59 P 107 OR 1606 P 889 ACCORDING TO FLORIDA STATUTE 1...

Extra Features
None

Parcel Information

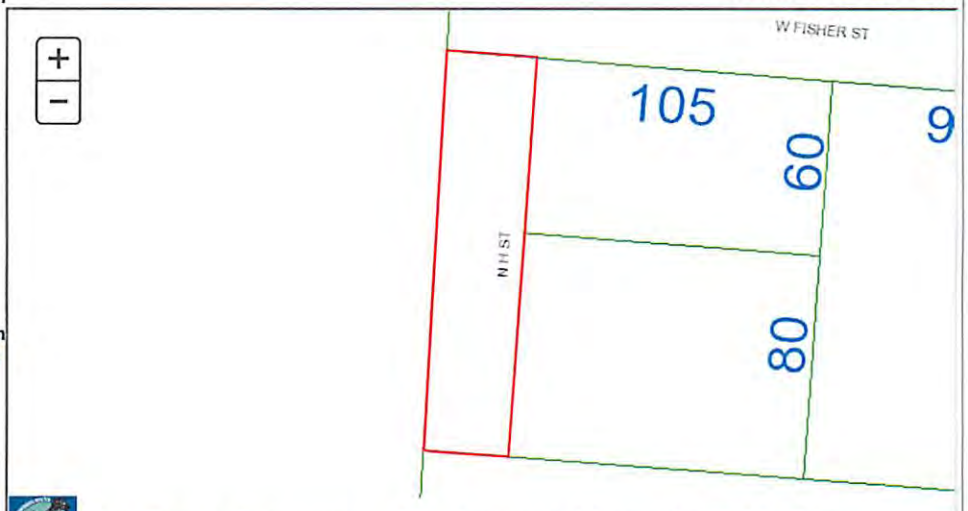
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.1000

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

400 due

This instrument was prepared by:
Joe A. Flowers, County Comptroller
Escambia County Courthouse
Pensacola, Florida 32595

DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

P. O. Box 1111
Pensacola, Florida 32595

WHEREAS, Tax Certificate No. 978 was issued on the first day of June, 19 67, against the land described herein below, and the Tax Collector of Escambia County, Florida, duly delivered to the Comptroller of the said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 26th day of August, 19 74, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida pursuant to Section 197.241(5), Florida Statutes; and

WHEREAS, Section 197.241(5), Florida Statutes, directs the Comptroller to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Comptroller, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.241(5), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners of Escambia County, Florida, (whose mailing address is P. O. Box 1111 Pensacola, Florida 32595), their successors and assigns, forever, the following described land in Escambia County, Florida, to-wit:

All of lot 3 and the West 15 feet of lot 4, Fractional Block 47, Englewood Heights, Plat Deed Book 59, page 107, Section 18, Township 2 South, Range 30 West.

FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA FLORIDA ON JAN 8 3 23 PM '82 IN BOOK ... JOE A. FLOWERS, COMPTROLLER ESCAMBIA COUNTY

121249

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Comptroller of said County, I have executed this deed and have hereunto set my official seal this 5th day of January, 19 82.

Witnesses:

Claire Farinas

Patricia Shoemaker

Joe A. Flowers

JOE A. FLOWERS, as Comptroller of Escambia County, Florida

(OFFICIAL SEAL)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned Notary Public, personally appeared JOE A. FLOWERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Comptroller of Escambia County, Florida, who acknowledged that he executed the same as Comptroller for the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 5th day of January, 19 82.

Claire Farinas

Notary Public
My Commission Expires: 4/21/82

400 deed

This instrument was prepared by:
Joe A. Flowers, County Comptroller
Escambia County Courthouse
Pensacola, Florida 32595

DEED

STATE OF FLORIDA P. O. Box 1111
COUNTY OF ESCAMBIA Pensacola, Florida 32595

WHEREAS, Tax Certificate No. 1026 was issued on the 29th day of May, 19 69, against the land described herein below, and the Tax Collector of Escambia County, Florida, duly delivered to the Comptroller of the said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 26th day of August, 19 74, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida pursuant to Section 197.241(5), Florida Statutes; and

WHEREAS, Section 197.241(5), Florida Statutes, directs the Comptroller to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Comptroller, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.241(5), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners of Escambia County, Florida, (whose mailing address is P. O. Box 1111 Pensacola, Fla. 32595), their successors and assigns, forever, the following described land in Escambia County, Florida, to-wit:

West one-half of lot 16, all of lots 17 and 18, Fractional Block 40, Englewood Heights, Plat Deed Book 59, page 107, Deed Book 320, page 525, Section 18, Township 2 South, Range 30 West.

FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO. FLA. ON JAN 8 3 23 PM '82 IN BOOK & PAGE OF THE JOE A. FLOWERS COMPTROLLER ESCAMBIA COUNTY

121248

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Comptroller of said County, I have executed this deed and have hereunto set my official seal this 5th day of January, 19 82.

Witnesses:

Claire Farinas

Patricia Moemaker

Joe A. Flowers

JOE A. FLOWERS, as Comptroller of Escambia County, Florida

(OFFICIAL SEAL)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned Notary Public, personally appeared JOE A. FLOWERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Comptroller of Escambia County, Florida, who acknowledged that he executed the same as Comptroller for the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 5th day of January, 19 82.

Claire Farinas

Notary Public
My Commission Expires: 4/21/82

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference Restore Full Page Version

General Information

Reference:	182S306000003048
Account:	062929000
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	H ST 32501
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)

None

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
LTS 3 4 BLK 48 DB 503 P 312 EN GLEWOOD HEIGHTS PLAT DB 59 P 1 07

Extra Features
None

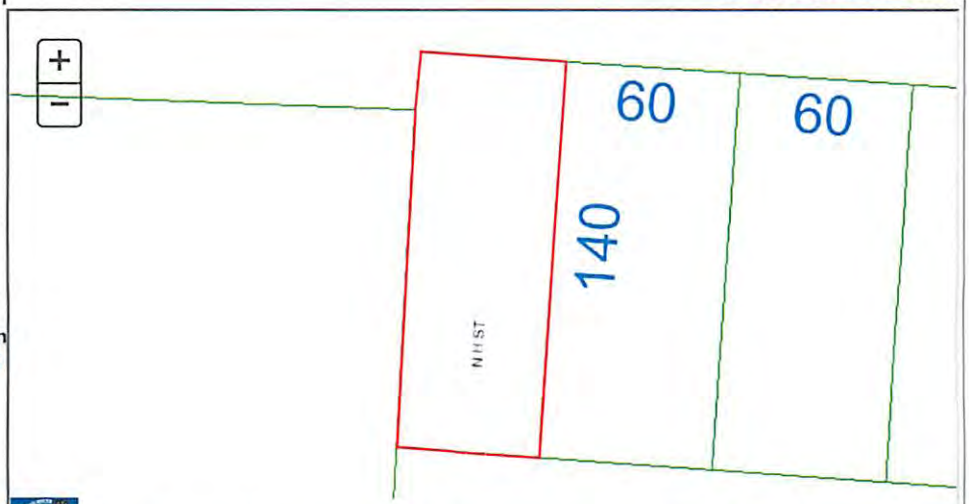
Parcel Information Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.1600

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

12/4/97
5:35 pm

OR BK 4207 PG0402
Escambia County, Florida
INSTRUMENT 97-445058

PENSACOLA
News Journal

PUBLISHED DAILY

Pensacola, Escambia County, Florida

STATE OF FLORIDA
County of Escambia

Before the undersigned authority personally appeared

Glenda Nall

who is personally known to me and who on oath says that he/she is a representative of The Pensacola News Journal, a daily newspaper published at Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a legal in the matter of

Notice of Public Hearing

_____ in the _____ Court, was

published in said newspaper in the issues of

Nov. 16, 1997

Affiant further says that the said Pensacola News Journal is a newspaper published at Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each day and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/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 18th day of Nov. A.D., 19 97

Bertha Ferguson
Notary Public

NOTICE OF PUBLIC HEARING ON PETITION TO VACATE, CLOSE AND ABANDON CERTAIN ROAD RIGHTS-OF-WAY OR ALLEYWAY

TO WHOM IT MAY CONCERN:

Notice is hereby given that a public hearing will be held on December 4th, A.D., 1997, at 5:35 p.m., in the Board of County Commissioner's meeting room, on the 3rd floor of the Escambia County Courthouse, Pensacola, Florida to consider the advisability of vacating, closing, abandoning and discontinuing the following described road right-of-way or alleyway:

All that portion of Sears Street, a 55.00 foot wide, dedicated County right-of-way, lying between Blocks 55 and 56, Englewood heights, a subdivision of a subdivision of a portion of Section 18 Township 2 South, Range 30 West, Escambia County, Florida, per the plat of said subdivision recorded in Deed Book 59 Page 109 of the public records of said County. Subject to a utility easement being retained over said right-of-way to be vacated.

Board of County Commissioners
Escambia County, Florida

A copy of the agenda for these meetings containing specific items to be considered in the order of presentation may be obtained from the County Administrator's Office, Room 300, Courthouse, 223 Palafox Place at Government Street. Persons who need an accommodation, pursuant to the American Disabilities Act, in order to attend or participate in the above meetings should contact Ms. Shirley Gafford at 436-5778 at least 48 hours in advance of the meeting.

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

Legal No. 52080 1T November 16, 1997

...SON
Florida
...0, 2001
...7980

BERTHA FERGUSON
Notary Public - State of Florida
My comm. expires Oct. 10, 2001
Comm. No. CC667980

RESOLUTION NUMBER R97-263

OR BK 4207 PG0403
Escambia County, Florida
INSTRUMENT 97-445058

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, CLOSING AND ABANDONING CERTAIN PROPERTY ACQUIRED AS A ROAD RIGHT-OF-WAY AND RENOUNCING AND DISCLAIMING ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SUCH LAND

WHEREAS, the Board of County Commissioners of Escambia County, Florida, on their own motion and pursuant to Section 336.09 Florida Statutes, has determined it to be in the best interest of Escambia County to adopt a resolution vacating, abandoning, discontinuing and closing the following described property acquired as a road right-of-way:

All that portion of Baars Street, a 55.00 foot wide, dedicated County right-of-way, lying between Blocks 55 and 56, Englewood Heights, a subdivision of a portion of Section 18, Township 2 South, Range 30 West, Escambia County, Florida, per the plat of said subdivision recorded in Deed Book 59 Page 100 of the public records of said County. Subject to a utility easement being retained over said right-of-way being vacated.

and any right of the County and the public in and to the above described land is hereby renounced and disclaimed; and

WHEREAS, the Board of County Commissioners have caused to be published on November 16, 1997 notice in a newspaper of general circulation in Escambia County, Florida, that a public hearing thereon would be held at 5:35 p.m., December 4, 1997 in the Board meeting room, Escambia County Courthouse, Pensacola, Florida; and

WHEREAS, the vacating, abandoning, discontinuing and closing of said property acquired as a road right-of-way and the disclaiming of any right of the County and the public in and to said land will not materially interfere with and will not deprive any person of any reasonable means of ingress and egress to such person's property:

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

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

2. That the following described property acquired as a road right-of-way is hereby vacated, abandoned, discontinued and closed:

All that portion of Baars Street, a 55.00 foot wide, dedicated County right-of-way, lying between Blocks 55 and 56, Englewood Heights, a subdivision of a portion of Section 18, Township 2 South, Range 30 West, Escambia County, Florida, per the plat of said subdivision recorded in Deed Book 59 Page 100 of the public records of said County. Subject to a utility easement being retained over said right-of-way being vacated.

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

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

ESCAMBIA COUNTY, FLORIDA
BY AND THROUGH ITS
BOARD OF COUNTY COMMISSIONERS

M. Ike Bass

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

ADOPTED: December 4, 1997

PENSACOLA
News Journal

PUBLISHED DAILY

Pensacola, Escambia County, Florida

STATE OF FLORIDA
County of Escambia

Before the undersigned authority personally appeared

Glenda Hall

who is personally known to me and who on oath says that he/she is a representative of The Pensacola News Journal, a daily newspaper published at Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a legal in the matter of

Notice of Adoption of Resolution

in the _____ Court, was

published in said newspaper in the issues of

Dec. 21, 1997

Affiant further says that the said Pensacola News Journal is a newspaper published at Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each day and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/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 23RD

day of Dec. A.D., 19 97

Bereth Ferguson

Notary Public

BERETH FERGUSON
Notary Public, State of Florida
My comm. expires Oct. 10, 2001
Comm. No. CC667980

ERNIE [illegible] CLERK
CLERK OF [illegible] COURT
ESCAMBIA CO., FL

DEC 30 10 25 AM '97

CLERK OF THE BOARD OF
COUNTY COMMISSIONERS

OR BK 4207 PG0405
Escambia County, Florida
INSTRUMENT 97-445058

LEGAL NOTICE LEGAL NOTICE LEGAL NOT

NOTICE OF ADOPTION OF RESOLUTION TO BOARD OF COUNTY COMMISSIONERS CLOSING CERTAIN ROAD RIGHT-OF-WAY OR ALLEYWAY

NOTICE IS HEREBY GIVEN that on December 4, A.D., 199 in accordance with Section 336.10, Florida Statutes, the B of County Commissioners of Escambia County, Florida, adopted a re tion closing, vacating, discontinuing and abandoning that certain right-of-way or alleyway in Escambia County, Florida, described as lows:

All that portion of Bears Street, a 55.00 foot wide, dedicated Co right-of-way, lying between Blocks 55 and 56, Englewood Height subdivision of a portion of Section 18, Township 2 South, Range West, Escambia County, Florida, per the plat of said subdivision corded in Deed Book 59 Page 100 of the public records of County. Subject to a utility easement being retained over right-of-way being vacated.

and renouncing and disclaiming any right of Escambia County, Flo and the public in and to the aforesaid property.

Dated this 4th day of December, A.D., 1997.

Board of County Commissior
Escambia County, Flo

Legal No. 54040 1T December 21, 1997

RCD Dec 31, 1997 07:55 am
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 97-445058

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000003055
Account:	062967100
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)

None

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions

COUNTY OWNED

Legal Description

LTS 3 & 18 & FRACTIONAL LTS 4 & 17 BLK 55 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 DB 488 P 665 & S 1/2 OF VACATED BAARS ST AD...

Extra Features

None

OR 4207 403

Parcel Information

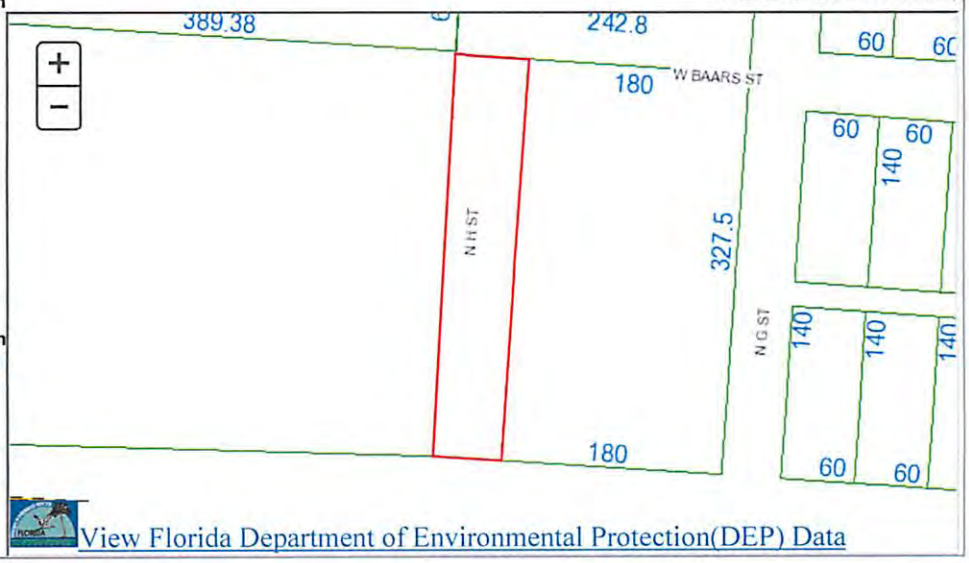
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.4400

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

State of Florida
Escambia County

No. 10309
Filed for Record 18th day of December 1944 at 5:30 P.M.

WARRANTY DEED OF REALTY

Know all Men by these Presents, That T. C. McCoy, as Chairman, and Clint Reilly, Frank L. Parise, Earl Westmark, and James M. Cooper as members of the Board of County Commissioners of Escambia County, Florida

for and in consideration of $1.00 (One Dollar)

DOLLARS,

the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto Board of Public Instruction of Escambia County, Florida

its successors ~~heirs, executors, administrators~~ and assigns, forever, the following described real property, situate, lying and being in the ____ County of Escambia State of Florida to-wit:

5.06 Acres in Section seventeen (17), Township 2 South, Range 30 West, described as follows: From the Northeast corner of said Section 17, run westerly along the North line thereof a distance of 312 feet to the West line of the "Farmers' Market" for "point of beginning" of this description; thence run, Southerly, parallel to the East line of said Section 17, a distance of 525 feet to a point, thence go Westerly, parallel to the North line of said Section, 420 feet to a point; thence go Northerly. parallel to the East line of said Section 17, a distance of 525 feet to a point on the North line of said Section; thence go Easterly, along the North line of said Section to "point of beginning"; All lying and being in Section 17, Twp. 2 South, Range 30 West, Escambia County, Florida, and containing 5.06 acres, more or less.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

~~And ____ covenant ____ that ____ well seized of an indefeasible estate in fee simple in the said property,~~ and ha__ a good right to convey the same; that it is free of incumbrance, and that ~~____~~ heirs, executors and administrators, the said grantee ~~____~~ heirs, executors, administrators and assigns, in the quiet and peaceable ~~possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend.~~

IN WITNESS WHEREOF, we have hereunto set our hands and seal s ~~a~~ this 12th day of December A. D. 19 44

Signed, sealed and delivered in the presence of

BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA
BY T. C. McCoy, CHAIRMAN

A. M. Bruno
Voncile Dixon
ATTEST:
Langley Bell, Clerk (OFFICIAL SEAL)

J. M. Cooper (SEAL)
Earl Westmark (SEAL)
Frank L. Parise (SEAL)
Clint Reilly (SEAL)

As members of the Board of County Commissioners of Escambia County, Florida.

State of Florida
ESCAMBIA County,

Before the subscriber personally appeared T. C. McCoy, as Chairman, Langley Bell, as clerk and T. C. McCoy, Clint Reilly, Frank L. Parise, Earl Westmark, James M. Cooper, as members, Board of County Commissioners, Escambia County, Florida his wife, known to me, and known to me to be the individual s described by said name s in and who executed the foregoing instrument and acknowledged that he executed the same in their capacities aforesaid for and on behalf of Escambia County, Florida and the Board of County Commissioners of Escambia County, Florida as the act and deed of ~~wife of the said~~ both.

~~on a private examination by me held, separate and apart from her said husband, acknowledged and declared that she executed the same freely and voluntarily, and without fear, apprehension, compulsion or constraint of or from her said husband, and for the purpose of renouncing, relinquishing and conveying all her rights of whatsoever kind in and to the said property.~~

GIVEN UNDER MY HAND and official seal, this 12th day of December 1944.

A. M. Bruno
Notary Public.

(NOTARIAL SEAL)

My Commission expires 3/3/48

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000017047
Account:	062928000
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	H ST 32501
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1982	1606	887	$100	TD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions

COUNTY OWNED

Legal Description

LTS 17 18 AND W 7 FT OF 16 FRA C BLK 47 ENGLEWOOD HEIGHTS PLA T DB 59 P 107 OR 1606 P 887 AC CORDING TO FLORIDA STATUTE 197...

Extra Features

None

Parcel Information

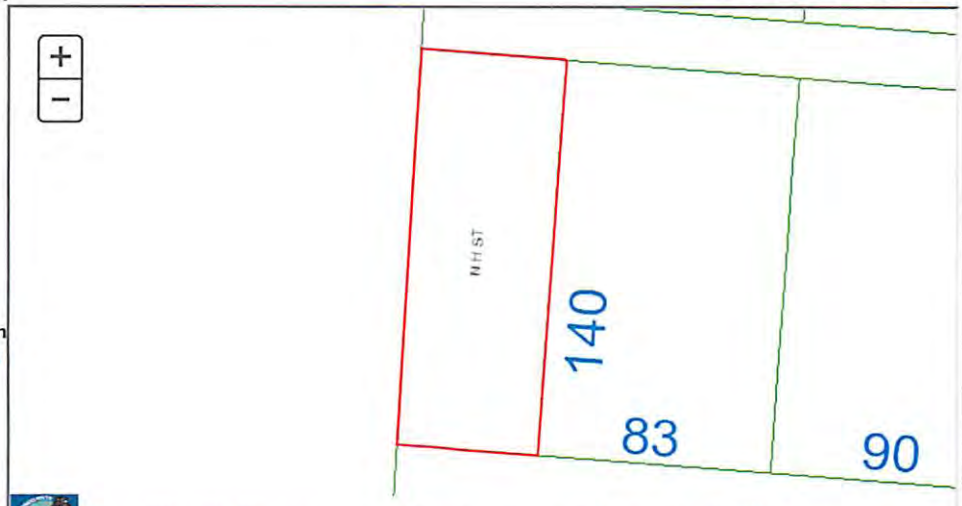
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.1700

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

DEED

This instrument was prepared by:
Joe A. Flowers, County Comptroller
Escambia County Courthouse
Pensacola, Florida

BOOK 1606 PAGE 887

STATE OF FLORIDA P. O. Box 1111
COUNTY OF ESCAMBIA Pensacola, Fla. 32595

WHEREAS, Tax Certificate No. 601 was issued on the 31st day of May, 19 63, against the land described herein below, and the Tax Collector of Escambia County, Florida, duly delivered to the Comptroller of the said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 26th day of August, 19 74, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida pursuant to Section 197.241(5), Florida Statutes; and

WHEREAS, Section 197.241(5), Florida Statutes, directs the Comptroller to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Comptroller, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.241(5), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners of Escambia County, Florida, (whose mailing address is P. O. Box 1111 Pensacola, Fla. 32595), their successors and assigns, forever, the following described land in Escambia County, Florida, to-wit:

Lots 17 and 18, and the West 7 feet of lot 16, Fractional Block 47, Englewood Heights, Plat Deed Book 59, page 107, Section 18, Township 2 South, Range 30 West.

FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO. FLA. ON
JAN 8 3 23 PM '82
JOE A. FLOWERS, COMPTROLLER
ESCAMBIA COUNTY
121247

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Comptroller of said County, I have executed this deed and have hereunto set my official seal this 5th day of January, 19 82.

Witnesses:

Claire Jarinas

Patricia Shamblin

Joe A. Flowers

JOE A. FLOWERS, as Comptroller of Escambia County, Florida

(O F F I C I A L S E A L)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned Notary Public, personally appeared JOE A. FLOWERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Comptroller of Escambia County, Florida, who acknowledged that he executed the same as Comptroller for the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 5th day of January, 19 82.

Claire Jarinas

Notary Public
My Commission Expires: 4/21/82

ORDINANCE NUMBER 2016-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 17, TOWNSHIP 2S, RANGE 30W, PARCEL NUMBER 5016-000-002 TOTALING 48.49 (+/-) ACRES, LOCATED OFF THE 1200 BLOCK OF W LEONARD STREET, FROM MIXED USE URBAN (MU-U) AND RECREATION (REC) TO PUBLIC (P); CHANGING A PARCEL WITHIN SECTION 17, TOWNSHIP 2S, RANGE 30W, PARCEL NUMBER 5016-002-002 TOTALING 0.70 (+/-) ACRES, LOCATED OFF 1211 W FAIRFIELD DRIVE, FROM COMMERCIAL (C) TO PUBLIC (P); CHANGING FIVE PARCELS WITHIN SECTION 17, TOWNSHIP 2S, RANGE 30W, PARCEL NUMBERS 5016-001-001, 5009-000-062, 5009-000-064, 5009-000-068 AND 5009-041-041, TOTALING 1.08 (+/-) ACRES, LOCATED OFF N "H" STREET AND W CROSS STREET, AND NINE PARCELS WITHIN SECTION 18, TOWNSHIP 2S, RANGE 30W, PARCEL NUMBERS 6000-001-056, 6000-004-055, 6000-004-056, 6000-005-056, 6000-002-056, 6000-003-047, 6000-003-048, 6000-003-055 AND 6000-017-047, TOTALING 3.71 (+/-) ACRES, LOCATED OFF N "H" STREET, FROM MIXED USE URBAN (MU-U) TO PUBLIC (P); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Purpose and Intent

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment 2015-02."

Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use changes:

(A) A parcel within Section 17, Township 2S, Range 30W, parcel number 5016-000-002 and totaling 48.49 (+/-) acres, located off the 1200 block of W Leonard Street, as more particularly described in the Full Legal Descriptions with Warranty Deed attached as Exhibit A, from Mixed Use Urban (MU-U) and Recreation (REC) to Public (P).

(B) A parcel within Section 17, Township 2S, Range 30W, parcel number 5016-002-002 and totaling 0.70 (+/-) acres, located off 1211 W Fairfield Drive, as more particularly described in the Full Legal Descriptions with Warranty Deed attached as Exhibit B, from Commercial (C) to Public (P).

(C) Five parcels within Section 17, Township 2S, Range 30W, parcel numbers 5016-001-001, 5009-000-062, 5009-000-064, 5009-000-068 and 5009-041-041, totaling 1.08 (+/-) acres, located off N “H” Street and W Cross Street, as more particularly described in the Full Legal Descriptions with Warranty Deed attached as Composite Exhibit C, from Mixed Use Urban (MU-U) to Public (P).

(D) Nine parcels within Section 18, Township 2S, Range 30W, parcel numbers 6000-001-056, 6000-004-055, 6000-004-056, 6000-005-056, 6000-002-056, 6000-003-047, 6000-003-048, 6000-003-055 and 6000-017-047, totaling 3.71 (+/-) acres located off N “H” Street , as more particularly described in the Section 18, Township, 2S, Range 30W, Full Legal Descriptions with Warranty Deed attached as Composite Exhibit D, from Mixed Use Urban (MU-U) to Public (P).

Section 4. Severability

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

Section 5. Inclusion in the Code

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that the sections, subsections and other provisions of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. Effective Date

Pursuant to Section 163.3184(3)(c)(4), Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this_____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

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

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	172S305016000002
Account:	062439000
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1200 W LEONARD ST 32501
Use Code:	COUNTY OWNED
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$2,763,931	$12,187,991	$14,951,922	$14,951,922
2014	$2,763,931	$12,260,118	$15,024,049	$15,024,049
2013	$2,764,025	$11,834,570	$14,598,595	$14,598,595

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
07/1992	3254	630	$100	WD	View Instr
01/1971	561	1	$100	OT	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions

COUNTY OWNED

Legal Description

N1/2 OF LT 9 ALL LT 16 DB 1/54 3 P 161/179 LESS OR 67 P 284 S TATE RD R/W LESS OR 429 P 980 STATE RD R/W LESS OR 561 P 3 R...

Extra Features

ASPHALT PAVEMENT
BLOCK/BRICK BUILDING
CANOPY
CONCRETE WALKS
DUMBWAITER
ELEVATOR
FRAME BUILDING
METAL SHED
MISC
OPEN PORCH
PARKING LIGHT
UTILITY BLDG
WOOD FENCE

Parcel Information

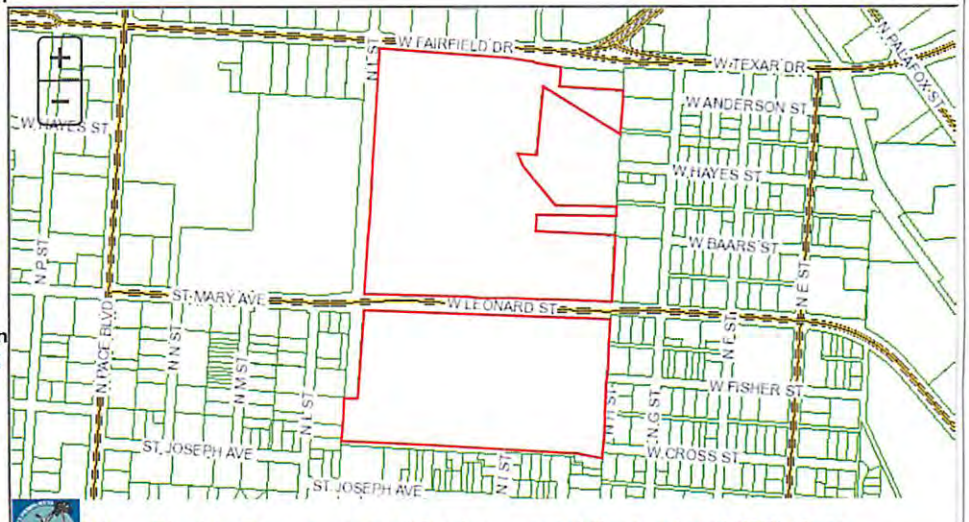
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
48.4900

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

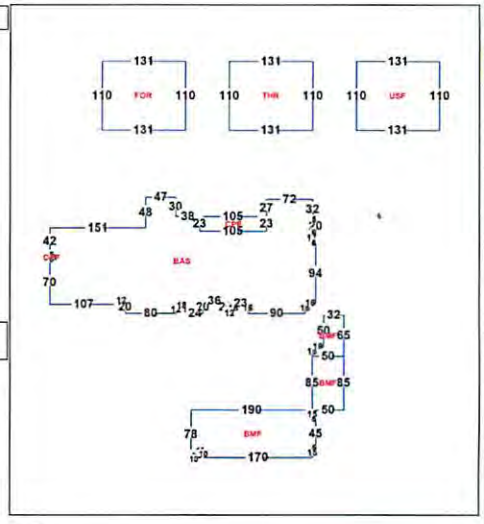
Address:1200 W LEONARD ST, Year Built: 1960, Effective Year: 1980

Structural Elements

DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*180*
EXTERIOR WALL-*STUCCO*
FLOOR COVER-*CARPET*
FOUNDATION-*STRUCTURAL*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*360*
NO. STORIES-*4*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*STEEL TRUSS/FRM*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*RIGID FRAME*

Areas - 124982 Total SF

BASE AREA - *58284*
BASEMENT FIN - *21005*
CARPORT FIN - *2415*
FOURTH STORY - *14410*
OPEN PORCH FIN - *48*
THIRD STORY - *14410*
UPPER STORY FIN - *14410*



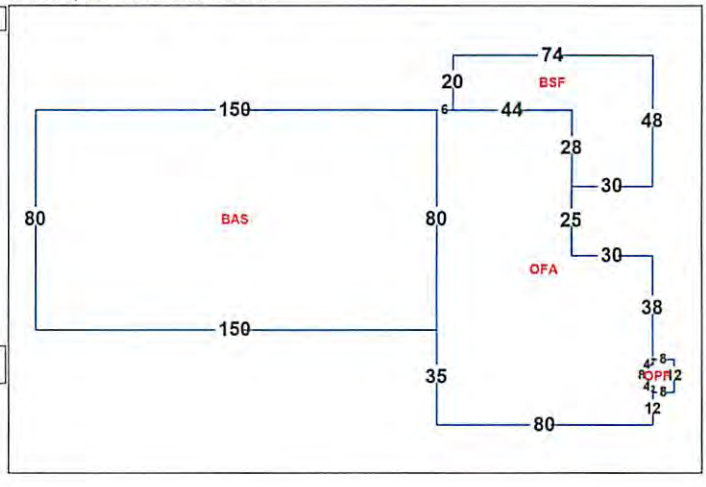
Address:1515 W FAIRFIELD DR, Year Built: 1980, Effective Year: 1980

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*PRECAST PAN/CON*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*STRUCTURAL*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*6*
NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*CONCRETE*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*CONCRTE REINFRD*

Areas - 22026 Total SF

BASE AREA - *12000*
BASE SEMI FIN - *2320*
OFFICE AVG - *7578*
OPEN PORCH FIN - *128*



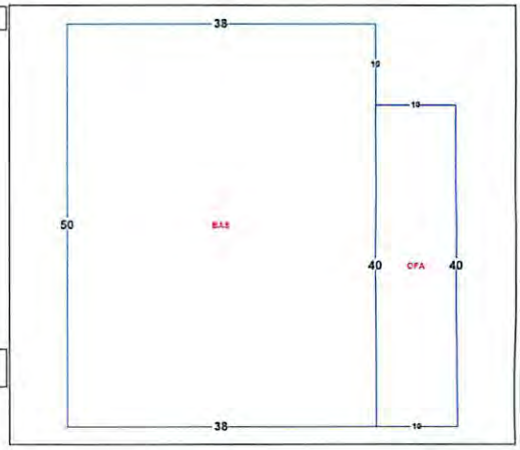
Year Built: 1980, Effective Year: 1980

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*PRECAST PAN/CON*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*STRUCTURAL*
HEAT/AIR-*NONE*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*CONCRETE*
STORY HEIGHT-*20*
STRUCTURAL FRAME-*CONCRTE REINFRD*

Areas - 2300 Total SF

BASE AREA - *1900*
OFFICE AVG - *400*



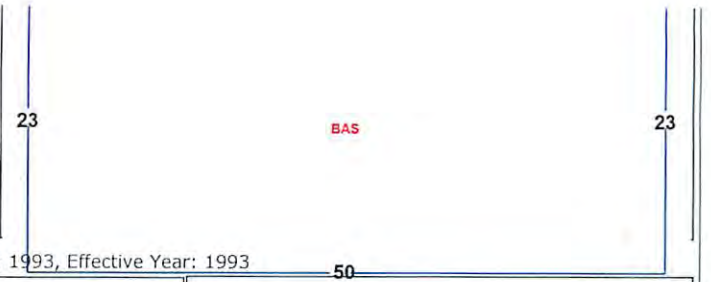
Year Built: 1980, Effective Year: 1980

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*PRECAST PAN/CON*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*NONE*
INTERIOR WALL-*EXPOSED BLK/BRK*

NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*CONCRETE*
STORY HEIGHT-*20*
STRUCTURAL FRAME-*WOOD FRAME*

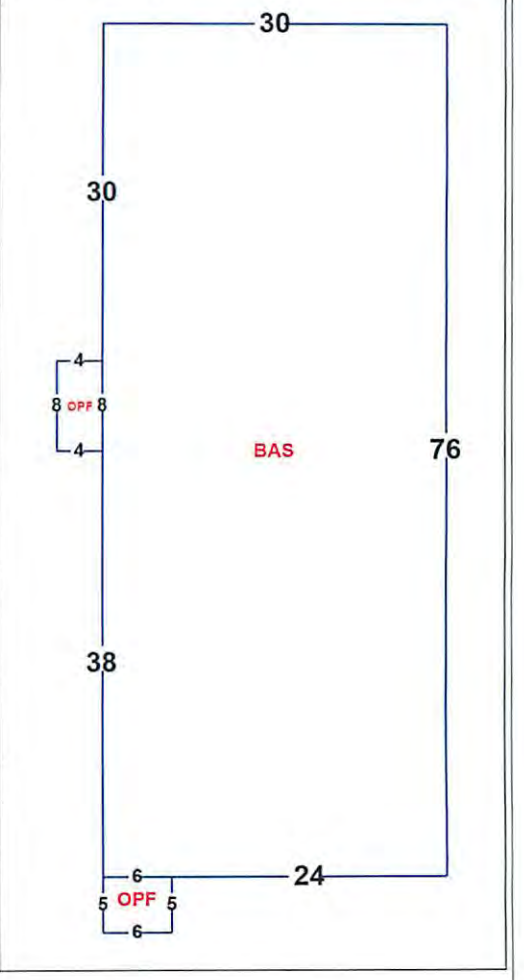
Areas - 1150 Total SF
BASE AREA - *1150*



Address:1770 W LEONARD ST, Year Built: 1993, Effective Year: 1993

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*60*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*15*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

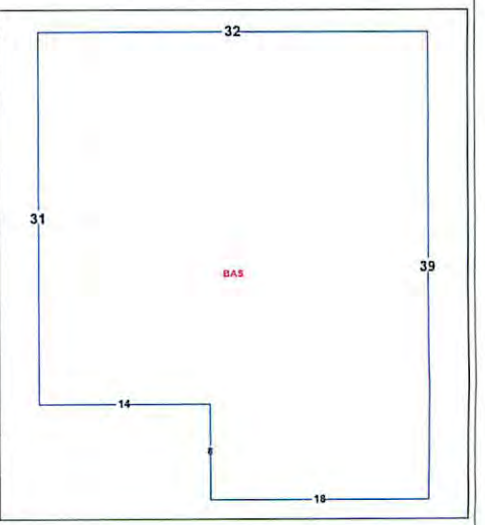
Areas - 2342 Total SF
BASE AREA - *2280*
OPEN PORCH FIN - *62*



Address:3101 N H ST, Year Built: 1960, Effective Year: 1960

Structural Elements
DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*ASPHALT TILE*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*8*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

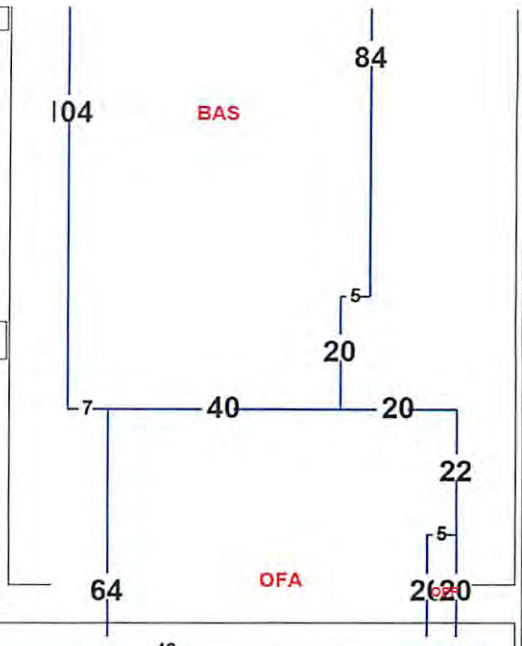
Areas - 1136 Total SF
BASE AREA - *1136*



Address:2751 N H ST, Year Built: 1988, Effective Year: 1988

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*8*
NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*STEEL TRUSS/FRM*
STORY HEIGHT-*18*
STRUCTURAL FRAME-*MASONRY PIL/STL*

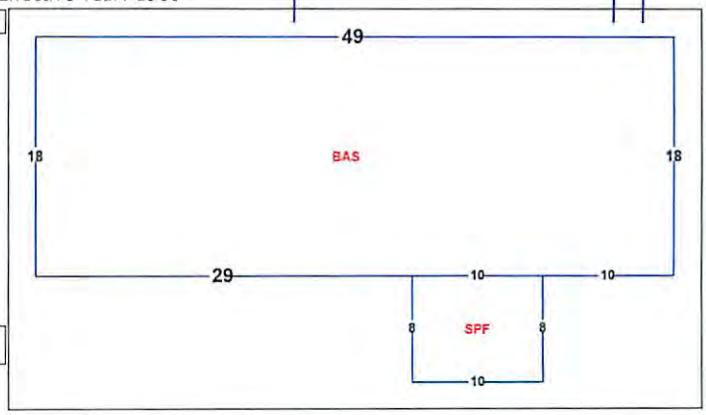
Areas - 9048 Total SF
BASE AREA - *5308*
OFFICE AVG - *3640*
OPEN PORCH FIN - *100*



Address:3105 N H ST, Year Built: 1960, Effective Year: 1960

Structural Elements
DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*6*
EXTERIOR WALL-*SIDING-BLW.AVG.*
FLOOR COVER-*ASPHALT TILE*
FOUNDATION-*WOOD/NO SUB FLR*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*4*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

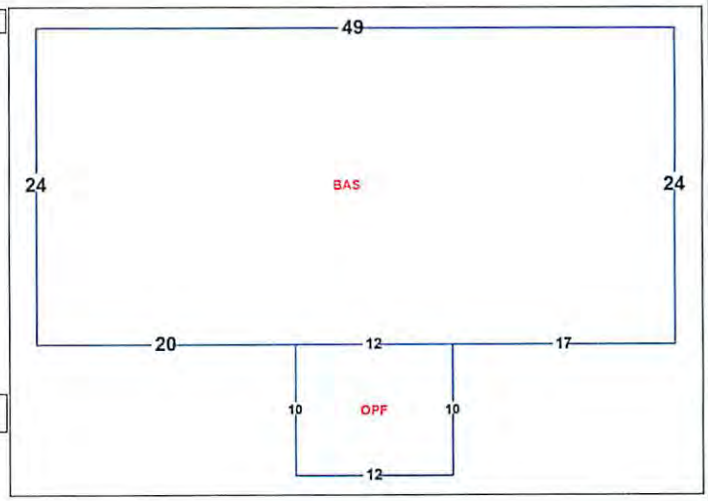
Areas - 962 Total SF
BASE AREA - *882*
SCRN PORCH FIN - *80*



Year Built: 1960, Effective Year: 1960

Structural Elements
DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*6*
EXTERIOR WALL-*SIDING-BLW.AVG.*
FLOOR COVER-*ASPHALT TILE*
FOUNDATION-*WOOD/NO SUB FLR*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*4*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

Areas - 1296 Total SF
BASE AREA - *1176*
OPEN PORCH FIN - *120*

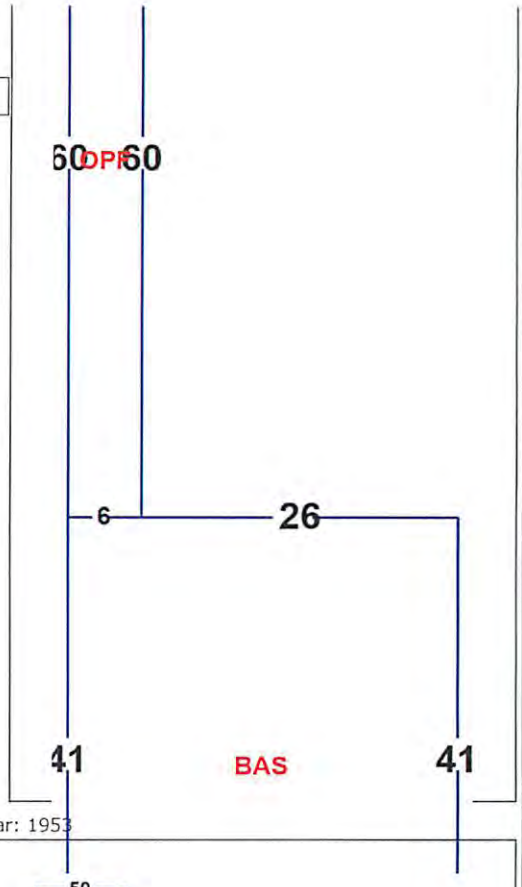


Year Built: 1960, Effective Year: 1960

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*6*
EXTERIOR WALL-*BRICK-COMMON*
FLOOR COVER-*ASPHALT TILE*
FOUNDATION-*WOOD/SUB FLOOR*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*4*
NO. STORIES-*1*
ROOF COVER-*ASBESTOS/WOOD S*

ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

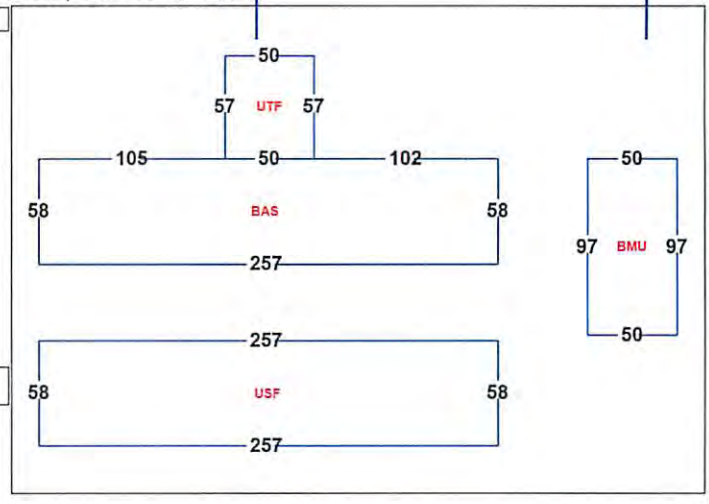
Areas - 1672 Total SF
BASE AREA - *1312*
OPEN PORCH FIN - *360*



Address:1700 W LEONARD ST, Year Built: 1953, Effective Year: 1953

Structural Elements
DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*80*
EXTERIOR WALL-*BRICK-BLK.BKUP.*
FLOOR COVER-*TILE/STAIN CONC/BRICK*
FOUNDATION-*STRUCTURAL*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*173*
NO. STORIES-*2*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*CONCRETE*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*MASONRY PIL/STL*

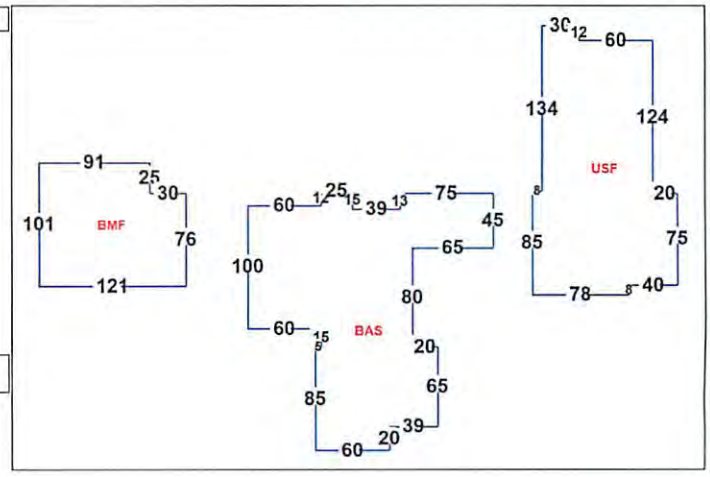
Areas - 37512 Total SF
BASE AREA - *14906*
BASEMENT UNF - *4850*
UPPER STORY FIN - *14906*
UTILITY FIN - *2850*



Year Built: 1980, Effective Year: 1990

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*PRECAST PAN/CON*
FLOOR COVER-*CARPET*
FOUNDATION-*STRUCTURAL*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*74*
NO. STORIES-*2*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*CONCRETE*
STORY HEIGHT-*14*
STRUCTURAL FRAME-*RIGID FRAME*

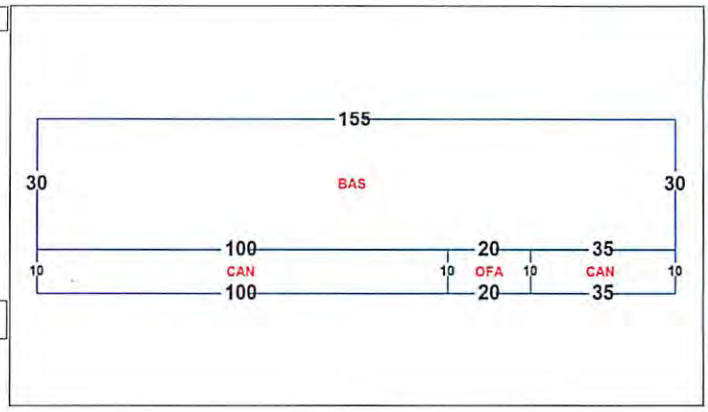
Areas - 57834 Total SF
BASE AREA - *25353*
BASEMENT FIN - *11471*
UPPER STORY FIN - *21010*



Year Built: 1980, Effective Year: 1980

Structural Elements
DECOR/MILLWORK-*MINIMUM*
DWELLING UNITS-*0*
EXTERIOR WALL-*METAL-MODULAR*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*UNFINISHED*
NO. STORIES-*1*
ROOF COVER-*METAL/MODULAR*
ROOF FRAMING-*RIGID FRAME/BAR*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*RIGID FRAME*

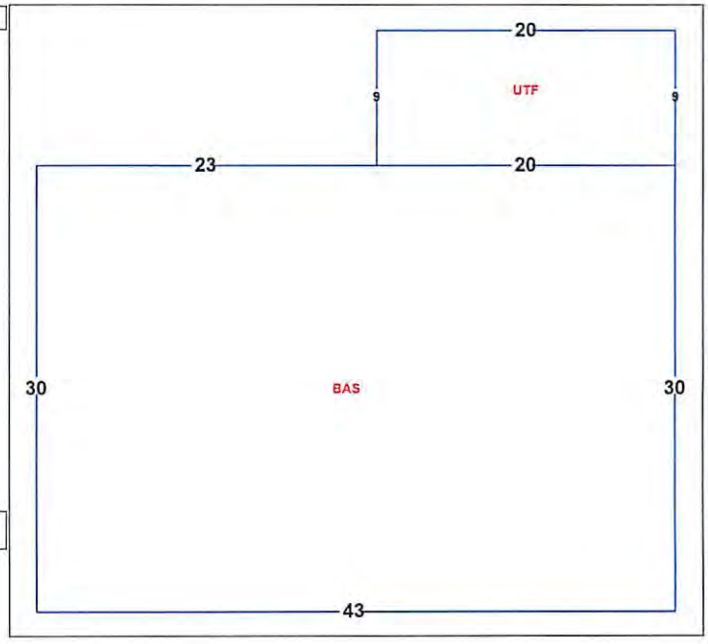
Areas - 6200 Total SF
BASE AREA - *4650*
CANOPY - *1350*
OFFICE AVG - *200*



Year Built: 1975, Effective Year: 1975

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*4*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*RIGID FRAME/BAR*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*MASONRY PIL/STL*

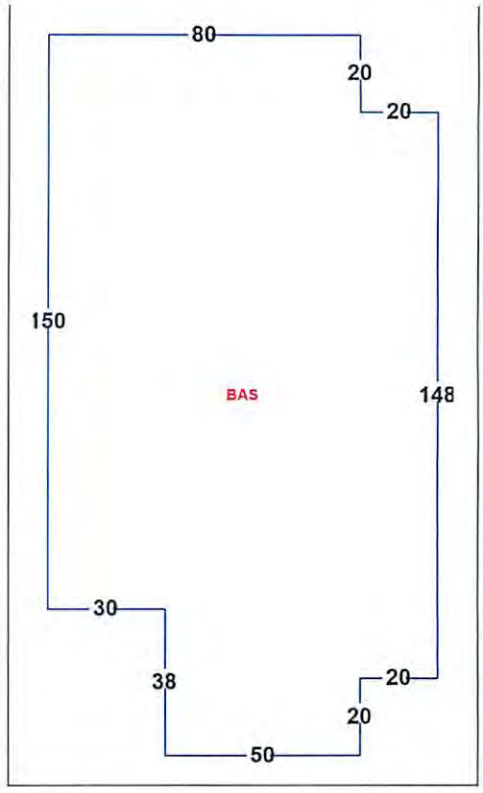
Areas - 1470 Total SF
BASE AREA - *1290*
UTILITY FIN - *180*



Year Built: 1978, Effective Year: 1978

Structural Elements
DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ABOVE GRDE*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*4*
NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*RIGID FRAME/BAR*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*MASONRY PIL/STL*

Areas - 16860 Total SF
BASE AREA - *16860*



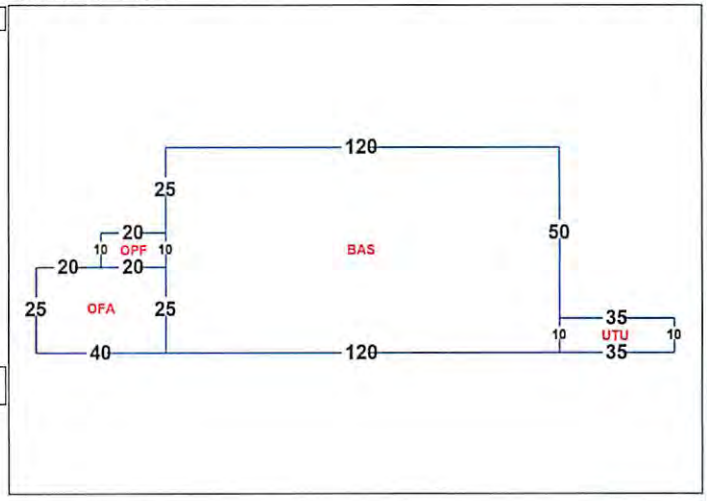
Address:2930 N L ST, Year Built: 1960, Effective Year: 1960

Structural Elements

DECOR/MILLWORK-*MINIMUM*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
EXTERIOR WALL-*SIDING-BLW.AVG.*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*8*
NO. STORIES-*1*
ROOF COVER-*CORRUGATED METL*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*MASONRY PIL/STL*

Areas - 8750 Total SF

BASE AREA - *7200*
OFFICE AVG - *1000*
OPEN PORCH FIN - *200*
UTILITY UNF - *350*



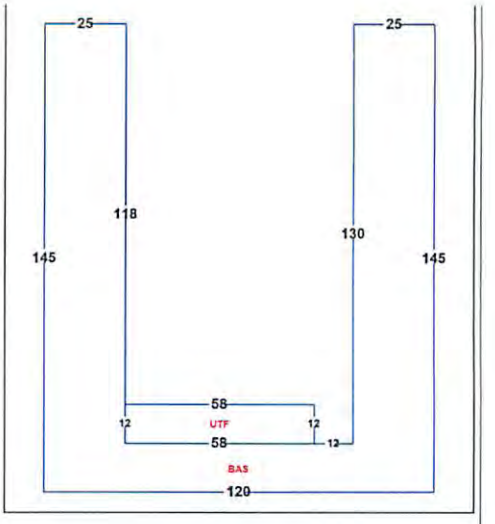
Address:3050 N L ST, Year Built: 1974, Effective Year: 1974

Structural Elements

DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*METAL-MODULAR*
FLOOR COVER-*ASPHALT TILE*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*16*
NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*RIGID FRAME/BAR*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*RIGID FRAME*

Areas - 8996 Total SF

BASE AREA - *8300*
UTILITY FIN - *696*



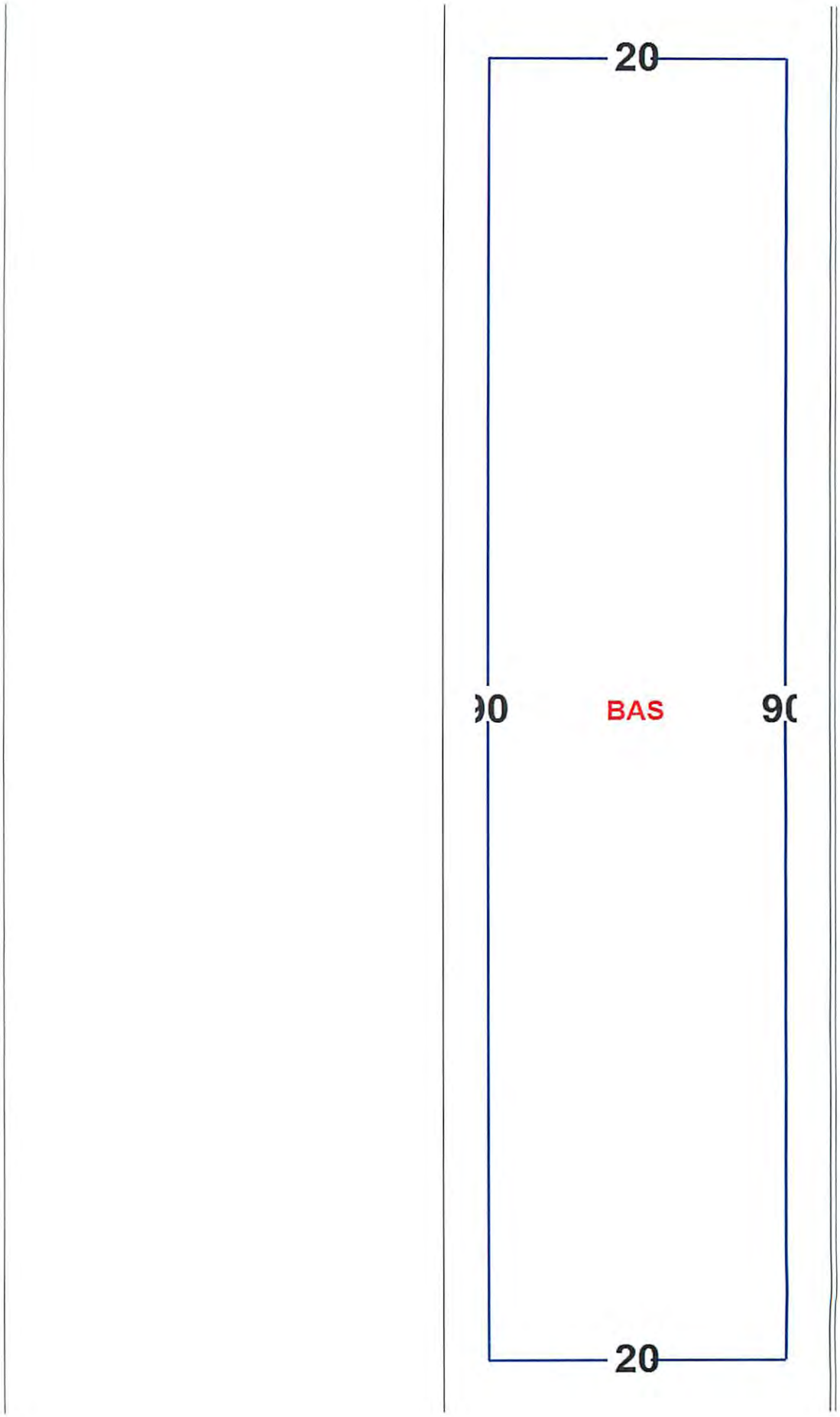
Address:3151 N H ST, Year Built: 1989, Effective Year: 1989

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*NONE*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*10*
STRUCTURAL FRAME-*MASONRY PIL/STL*

Areas - 1800 Total SF

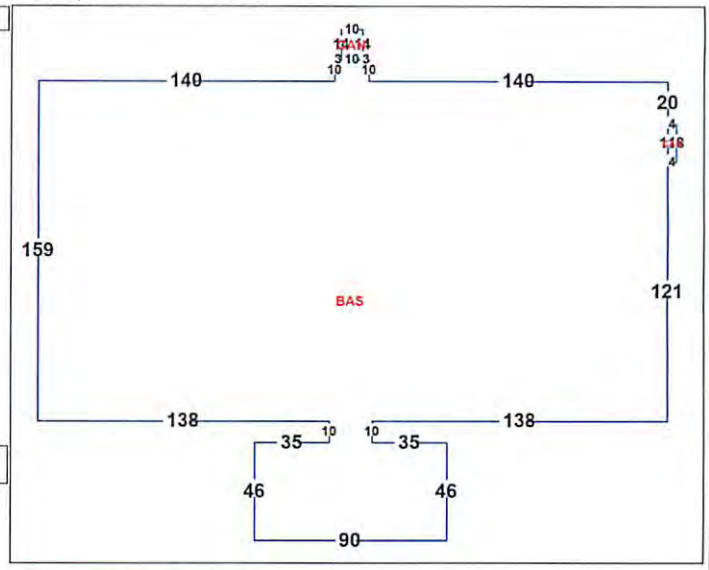
BASE AREA - *1800*


20
BAS
20

Address:1295 W FAIRFIELD DR, Year Built: 1996, Effective Year: 1996

Structural Elements

DECOR/MILLWORK-*ABOVE AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*STUCCO*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*33*
NO. STORIES-*1*
ROOF COVER-*ENAMEL METAL*
ROOF FRAMING-*STEEL TRUSS/FRM*
STORY HEIGHT-*12*
STRUCTURAL FRAME-*RIGID FRAME*

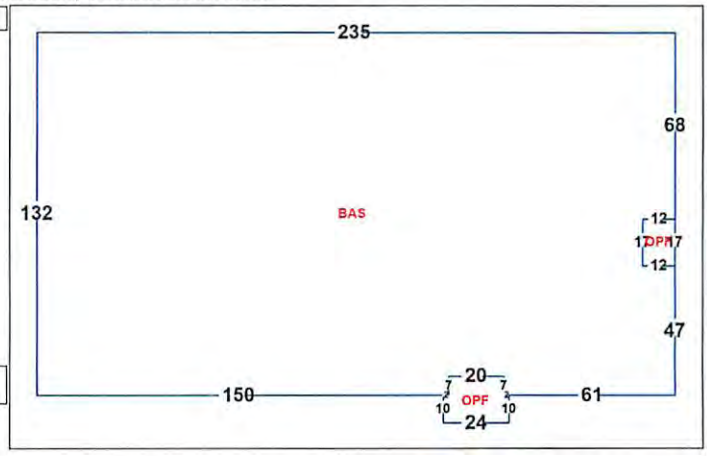


Areas - 51776 Total SF
BASE AREA - *51564*
CANOPY - *212*

Address:1211 W FAIRFIELD DR, Year Built: 2005, Effective Year: 2005

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CB DECORATIVE*
EXTERIOR WALL-*METAL-MODULAR*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*54*
NO. STORIES-*1*
ROOF COVER-*METAL/MODULAR*
ROOF FRAMING-*STEEL TRUSS/FRM*
STORY HEIGHT-*14*
STRUCTURAL FRAME-*MASONRY PIL/STL*

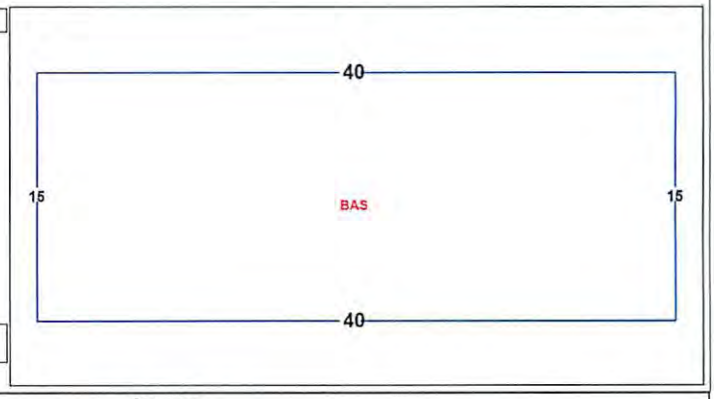


Areas - 31260 Total SF
BASE AREA - *30676*
OPEN PORCH FIN - *584*

Year Built: 2006, Effective Year: 2006

Structural Elements

DECOR/MILLWORK-*NONE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*NONE*
INTERIOR WALL-*WOOD/WALLBOARD*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*HIP*
STORY HEIGHT-*10*
STRUCTURAL FRAME-*MASONRY PIL/STL*



Areas - 600 Total SF
BASE AREA - *600*

Images

7/14/06

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.

17-2S-30

3254 630 9/22/92 P.4

13+2 Due

T

CORRECTIVE SPECIAL WARRANTY DEED

STATE OF FLORIDA

ss.

COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS that **THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA,** ("Grantor") (whose mailing address is 215 W. Garden St., Pensacola, FL 32501) for and in consideration of Ten and No/100 ($10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, does bargain, sell, convey and grant unto **ESCAMBIA COUNTY, FLORIDA,** ("Grantee") (whose mailing address is Escambia County Courthouse, Pensacola, Florida 32501) its successors and assigns, forever, the following described real property, situate, lying and being in the City of Pensacola, Escambia County, Florida, to-wit:

> 5.06 acres in Section 17, Township 2 South, Range 30 West, described as follows: From the northeast corner of said Section 17, run westerly along the North line thereof a distance of 312 feet to the West line of the "Farmers' Market" for "point of beginning" of this description; thence run, Southerly, parallel to the East line of said Section 17, a distance of 525 feet to a point, thence go Westerly, parallel to the north line of said Section, 420 feet to a point, thence go Northerly, parallel to the East line of said Section 17, a distance of 525 feet to a point on the North line of said Section; thence go Easterly, along the North line of said Section to "point of beginning"; all lying and being in Section 17, Township 2 South, Range 30 West, Escambia County, Florida, and containing 5.06 acres, more or less.
>
> LESS AND EXCEPT any portion thereof lying within the right of way of Fairfield Drive.
>
> Property Appraiser ID No. 172S30 5016 000 001

Subject to taxes for the current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed.

And further subject to that certain Lease Agreement between Grantor and the District Board of Trustees of Pensacola Junior College, Florida, dated December 21, 1984, concerning the construction and operation of a television transmission tower on a portion of said property. The Grantee agrees to honor such lease. The Grantee further agrees to assure to Grantor reasonable access for the operation, maintenance, replacement and repair of antennas of Grantor located on said tower.

And the said Grantor does hereby fully warrant the title to

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	172S305016002002
Account:	062439125
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1211 W FAIRFIELD DR 32501
Use Code:	VACANT COMMERCIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$39,900	$0	$39,900	$32,127
2014	$39,900	$0	$39,900	$29,207
2013	$39,900	$0	$39,900	$26,552

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)

None

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions

COUNTY OWNED

Legal Description

BEG AT NE COR OF SEC S 3 DEG 3 3 MIN 17 SEC W ALG E LI OF SEC 315 63/100 FT N 86 DEG 26 MIN 43 SEC W 13 FT TO PRM LOC IN...

Extra Features

None

Parcel Information

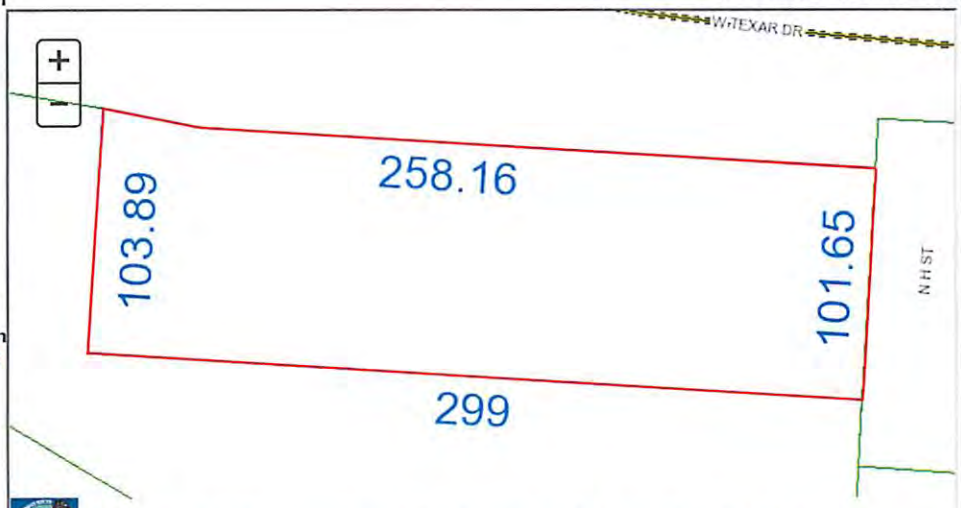
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.7000

Zoned:
HC/LI

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Escambia County Property Appraiser
172S305016002002 - Full Legal Description

BEG AT NE COR OF SEC S 3 DEG 33 MIN 17 SEC W ALG E LI OF SEC 315 63/100 FT N 86 DEG 26 MIN 43 SEC W 13 FT TO PRM LOC IN W R/W LI H ST N 3 DEG 33 MIN 17 SEC E ALG SD W R/W LI 150 FT FOR POB N 86 DEG 51 MIN 43 SEC W 299 FT TO E LI OF PROP OF BD OF PUBLIC INSTR DB 188 P 425 N 3 DEG 33 MIN 17 SEC E ALG SD E LI OF SD PROP 103 89/100 FT TO PT IN SLY R/W LI TEXAR DR S 82 DEG 19 MIN 13 9/10 SEC E ALG SD SLY R/W LI 40 95/100 FT S 87 DEG 5 MIN 3 SEC E ALG SD SLY R/W LI 258 16/100 FT TO PT IN W R/W LI H ST S 3 DEG 33 MIN 17 SEC W ALG SD W R/W LI 101 55/100 FT TO POB

EXHIBIT C

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference Restore Full Page Version

General Information

Reference:	172S305016001001
Account:	062438100
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	3101 N H ST 32501
Use Code:	COUNTY OWNED
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$34,771	$328,074	$362,845	$309,911
2014	$34,771	$328,058	$362,829	$281,738
2013	$34,865	$325,216	$360,081	$256,126

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
05/2004	5475	314	$110,000	WD	View Instr
01/1996	3907	919	$100	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG NW COR THEN S 2 DEG 4 MIN 47 SEC W 315 57/100 FT N 87 DE G 55 MIN 13 SEC W 13 FT TO A C ONCRETE MONUMENT ON WLY R/W LI...

Extra Features
None

Parcel Information

Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.6100

Zoned:
HDR

Evacuation & Flood Information
Open Report

View Florida Department of Environmental Protection(DEP) Data

OR BK 5475 PG0314
Escambia County, Florida
INSTRUMENT 2004-274027

DEED DOC STAMPS PD @ ESC CO $ 770.00
08/11/04 ERNIE LEE MAGAHA, CLERK

18.50
770.00

This Document Was Prepared by:
Office of the County Attorney
14 West Government Street, Room 411
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 21st day of MAY, 2004, by and between Council on Aging of West Florida, Inc., a Florida non-profit corporation, whose address is 21 South Tarragona Street, Pensacola, Florida 32502 (Grantor), and Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 223 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, its successors and assigns forever, the following described land (Property) situated in Escambia County, Florida:

Commence at the Northeast Corner of Section 17, Township 2 South, Range 30 West of Escambia County, Florida: thence run South 02 degrees 04 minutes 47 seconds West for 315.57 feet; thence run North 87 degrees 55 minutes 13 seconds West for 13.00 feet to a concrete monument on the Westerly Right-of-Way line of "H" Street (50' R/W); thence run South 02 degrees 04 minutes 47 seconds West along said R/W for 465.37 feet for the Point of Beginning of this description:

Thence run South 02 degrees 04 minutes 47 seconds West for 100.63 feet; thence run North 87 degrees 55 minutes 13 Seconds West for 389.38 feet; thence run North 02 degrees 04 minutes 47 seconds East for 68.08 feet; thence run North 87 degrees 18 minutes 04 seconds East for 390.74 feet to the Point of Beginning and termination of this description. All lying and being in Section 17, Township 2 South, Range 30 West and containing .75 acres, more or less.

Parcel ID No. 17-2S-30-5016-001-001

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2004 and subsequent years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR covenants with Grantee that at the time of delivery of this deed, Grantor was well seized of the Property; Grantor has good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantor fully warrants the title to the Property and will defend it against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents on the day and year first above written.

Witness _____
Print Name JOHN B. CLARK

Witness _____
Print Name ROSA B. SAKALARIOS

COUNCIL ON AGING OF WEST FLORIDA, INC.

By: _____
Donna Jacobi, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21ST day of MAY, 2004, by Donna Jacobi, as President of the Council on Aging of West Florida, Inc., a Florida non-profit corporation, on behalf of the corporation. She is (X) personally known to me, or has ( ) produced current _____ as identification.

ROSA B. SAKALARIOS
NOTARY PUBLIC-STATE OF FL
COMM. EXP. OCT. 19, 2006
COMM. NO. DD157027
(Notary Seal)

_____
Signature of Notary Public

ROSA B. SAKALARIOS
Printed Name of Notary Public

RCD Aug 11, 2004 02:58 pm
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2004-274027

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	172S305009000062
Account:	062404000
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	I ST 32501
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1976	1247	891	$100	QC	View Instr
01/1970	483	495	$100	WD	View Instr
01/1967	352	240	$2,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG AT NE COR OF S1/2 OF LT 9 BRAINERD & MCINTYRE S/D S 148 FT W 482 FT FOR BEG CONTINUE W 28 FT N 133 FT E 28 FT S 133...

Extra Features
None

Parcel Information

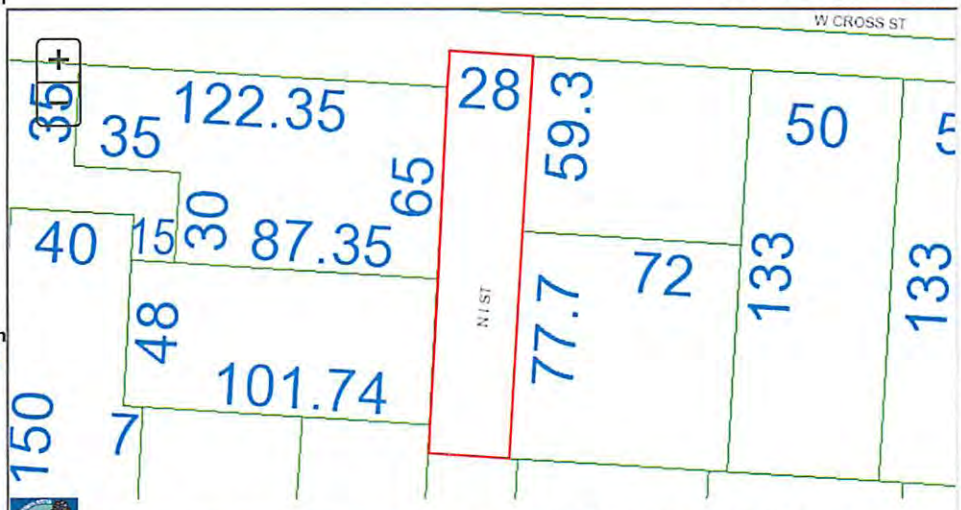
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.0800

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

QUIT CLAIM DEED

State of Florida
Escambia County

This instrument was prepared by
Joe A. Flowers, County Comptroller
Escambia County Courthouse
Pensacola, Florida

OFFICIAL RECORD BOOK 1247 PAGE 891

KNOW ALL MEN BY THESE PRESENTS, That Byron M. Peoples

for and in consideration of one dollar and other good and valuable considerations DOLLARS

the receipt whereof is hereby acknowledged, do remise, release, and quit claim unto Escambia County, Florida

its heirs, executors, administrators and assigns, forever, the following described property, situated in the County of Escambia State of Florida to-wit:

Begin at the Northeast corner of the South half of Lot 9, South 148 feet, West 482 feet for point of beginning, continue West 28 feet, North 133 feet, East 28 feet, South 133 feet to beginning, or part of Lot 1 of unrecorded plat of Peakman's Pike Subdivision, Section 17, Township 2 South, Range 30 West.

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
00.30

FLORIDA
SURTAX
00.55

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18th day of June A. D. 1976

Byron M. Peoples (SEAL)

(SEAL)

Signed, sealed and delivered in the presence of

Blaine Farmer

Maxine Skelton

FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO. FLA. ON AUG 21 3 18 PM '78
IN BOOK 1247 AT THE OFFICE OF THE COMPTROLLER ESCAMBIA COUNTY

State of Florida,
Escambia County

This day, before the undersigned, personally appeared Byron M. Peoples

to me well known to be the individual described in and who executed the foregoing Deed of Conveyance, and acknowledged that he executed the same for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this 18th day of June A. D. 1976

Blaine Farmer

My Commission Expires
April 21, 1978

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	172S305009000064
Account:	062406000
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL PENSACOLA, FL 32502
Situs:	1209 W CROSS ST 32501
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$6,318	$0	$6,318	$6,318
2014	$6,318	$0	$6,318	$6,318
2013	$6,318	$0	$6,318	$6,318

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
05/02/2014	7166	629	$100	TD	View Instr
12/1985	2156	182	$1,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG 148 FT S OF NE COR OF S1/2 OF LT 9 BRAINERD & MCINTYRE S /D W 310 FT FOR BEG CONTINUE W 50 FT N 133 FT E 50 FT S 133...

Extra Features
None

Parcel Information

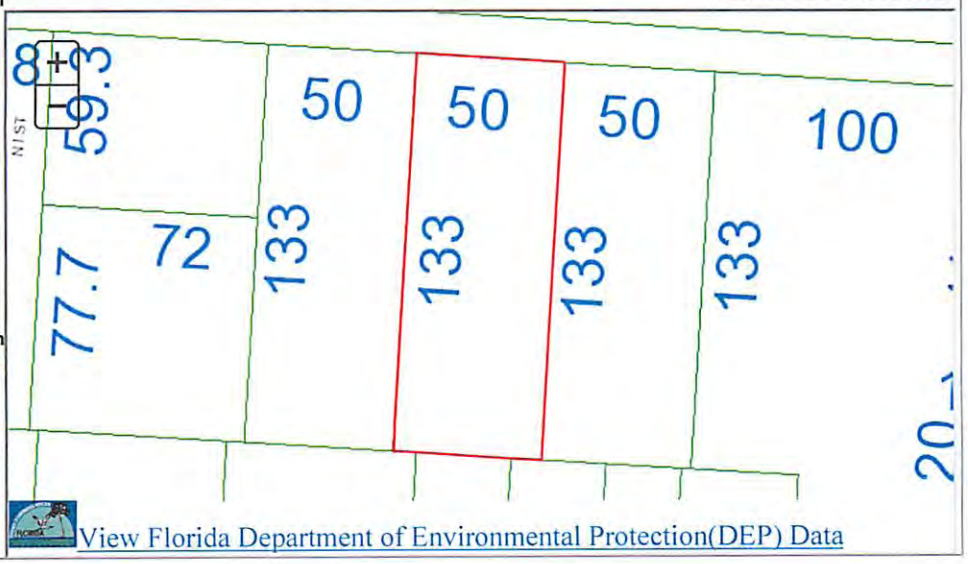
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.1527

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Recorded in Public Records 05/06/2014 at 10:21 AM OR Book 7166 Page 629, Instrument #2014031069, Pam Childers Clerk of the Circuit Court Escambia County, FL

DEED
ESCHEATED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

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

WHEREAS, Tax Certification No. 03165 was issued on May 30, 2008, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 2nd day of May, 2011, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County,Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the **Escambia County Board of County Commissioners,** Escambia County, Florida, 221 Palafox Place, Pensacola, Florida, 32502, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

BEG 148 FT S OF NE COR OF S1/2 OF LT 9 BRAINERD & MCINTYRE S/D W 310 FT FOR BEG CONTINUE W 50 FT N 133 FT E 50 FT S 133 FT TO BEG LT 4 UNRECORDED PLAT OF PEAKMANS PIKE S/D OR 2156 P 182

SECTION 17, TOWNSHIP 2 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 172S305009000064
TAX ACCOUNT NUMBER 062406000

** Property previously assessed to: EST OF JOHN RIVERS

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 2nd day of May, 2014.

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

WITNESSES:

Mylinda Johnson

Emily Hogg

(OFFICIAL SEAL)

State of Florida
County of Escambia

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

GIVEN under my hand and official seal this 2nd day of May, 2014.

Pam Childers, Clerk of the Circuit Court

Emily Hogg, Deputy Clerk

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	172S305009000068
Account:	062410000
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1200 BLK W CROSS ST 32501
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$8,203	$0	$8,203	$8,203
2014	$8,203	$0	$8,203	$8,203
2013	$8,203	$0	$8,203	$8,203

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/2005	5765	566	$100	CT	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG 15 FT S OF NE COR OF S1/2 OF LT 9 BRAINERD & MCINTYRE S/ D CONTINUE S 61 FT W 100 FT N 26 FT W 42 FT N 50 FT E 142 FT...

Extra Features
None

Parcel Information

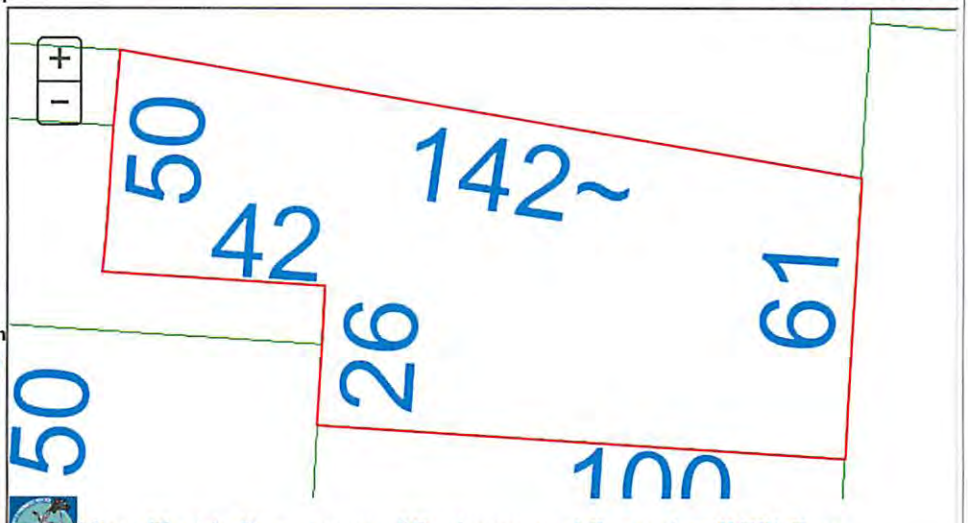
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.1982

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Recorded in Public Records 10/31/2005 at 01:13 PM OR Book 5765 Page 566, Instrument #2005438602, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Deed Stamps $0.70

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
IN AND FOR ESCAMBIA COUNTY, FLORIDA
CIVIL DIVISION

ESCAMBIA COUNTY, FLORIDA,
A political subdivision of
the State of Florida,

Plaintiff

vs.

CASE NO. 2005-CA-689

DIVISION B

CERTAIN LANDS upon which nuisance abatement liens are delinquent,

Defendants.
_____/

CERTIFICATE OF TITLE

THE UNDERSIGNED CLERK of the Court certifies that he executed and filed a Certificate of Sale in this action on October 11, 2005 for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Escambia County, Florida:

County Account Number: 06-2410-000
Legal Description: BEGIN 15 FEET SOUTH OF NE CORNER OF S 1/2 OF LOT 9, CONTINUE SOUTH 61', WEST 100' NORTH 26' WEST 42', N 50', E 142' TO A POINT OF BEGINNING; SECTION 17, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

was sold to the Plaintiff, ESCAMBIA COUNTY, FLORIDA

WITNESS my hand and the Seal of the Court on this 27th day of Oct, 2005.

ERNIE LEE MAGAHA, CLERK
Clerk of Circuit and County Courts

By: _____
Deputy Clerk

Copies furnished to:

Nixon and Associates, Attorney for Plaintiff, 3105 West Waters Avenue, #204, Tampa, Florida 33614.

Estate of William Dortch, Will Dortch and Lelia May Dortch, 1201 W. Cross Street, Pensacola, FL 32501

Suit 1, Property 3

Bid $100.00

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	172S305009041041
Account:	062399500
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	I ST 32501
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
02/1976	1932	978	$100	TD	View Instr
01/1968	374	220	$100	WD	View Instr
01/1966	303	502	$1,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG AT NE COR OF S 1/2 OF LT 9 BRAINERD & MCINTYRE S/D W 510 5/10 FT SLY 135 FT FOR POB S 61 FT E 31 FT N 61 FT W 31 FT...

Extra Features
None

Parcel Information

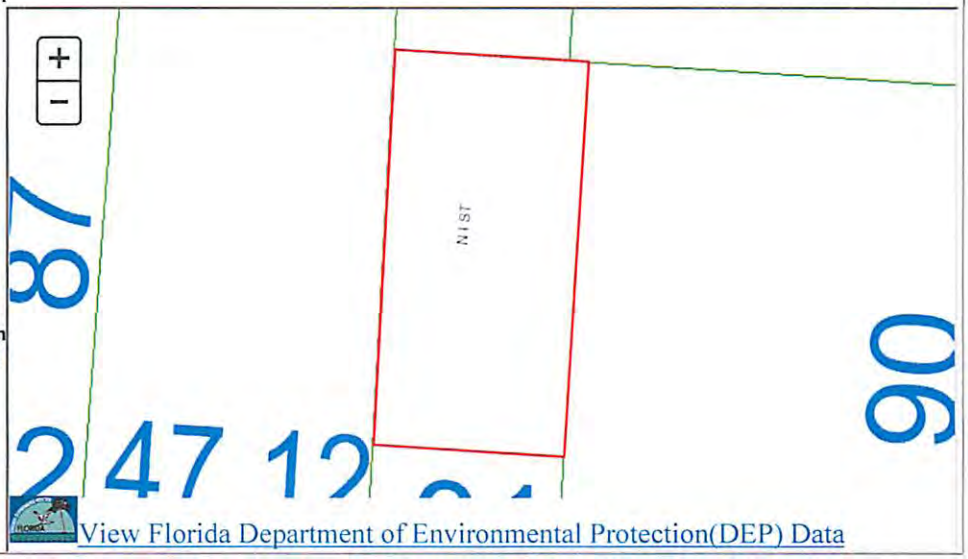
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.0400

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

This instrument was prepared by
Joe A. Flowers, Comptroller
Escambia County Courthouse
Pensacola, FL

O.R. BOOK 1932 PAGE 978

DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WHEREAS, Tax Certificate No. 946 was issued on the 1st day of June, 19 73 against the land described hereinbelow, and the Tax Collector of Escambia County, Florida, duly delivered to the Comptroller of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 23rd day of February, 1976, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida pursuant to Section 197.241(5), Florida Statutes; and

WHEREAS, Section 197.241(5), Florida Statutes, directs the Comptroller to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Comptroller, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.241(5), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners of Escambia County, Florida, (whose mailing address is P. O. Box 1111 Pensacola, FL 32595), their successors and assigns, forever, the following described land in Escambia County, Florida, to-wit:

Begin at the NE cor of the S 1/2 of Lot 9, West 510.5 feet, Southerly 135 feet for pob, South 61 feet, East 31 Feet, North 61 feet, West 31 feet to pob, Lot 41 Section 17, Township 2 South, Range 30 West.
Acct. # 06-2399-500.

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Comptroller of said County, I have executed this deed and have hereunto set my official seal this 3rd day of July, 1984.

Witnesses:
Elaine Jarinas
Patricia S. Thomas

JOE A. FLOWERS, as Comptroller of Escambia County, Florida

(OFFICIAL SEAL)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned Notary Public, personally appeared JOE A. FLOWERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Comptroller of Escambia County, Florida, who acknowledged that he executed the same as Comptroller for the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 3rd day of July, 1984.

Elaine Jarinas
Notary Public
My Commission Expires: 4/21/86

EXHIBIT D

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000001056
Account:	062968000
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	3000 BLK N G ST 32501
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$72,390	$0	$72,390	$64,716
2014	$72,390	$0	$72,390	$58,833
2013	$72,390	$0	$72,390	$53,485

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/1989	2792	324	$80,000	WD	View Instr
01/1972	630	812	$20,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
ALL FRAC BLK 56 LESS N 50 FT O F LTS 2 TO 8 FRAC BLK 56 ENGLE WOOD HEIGHTS PLAT DB 59 P 107 OR 2792 P 324 N 1/2 OF VACATED...

Extra Features
None

Parcel Information

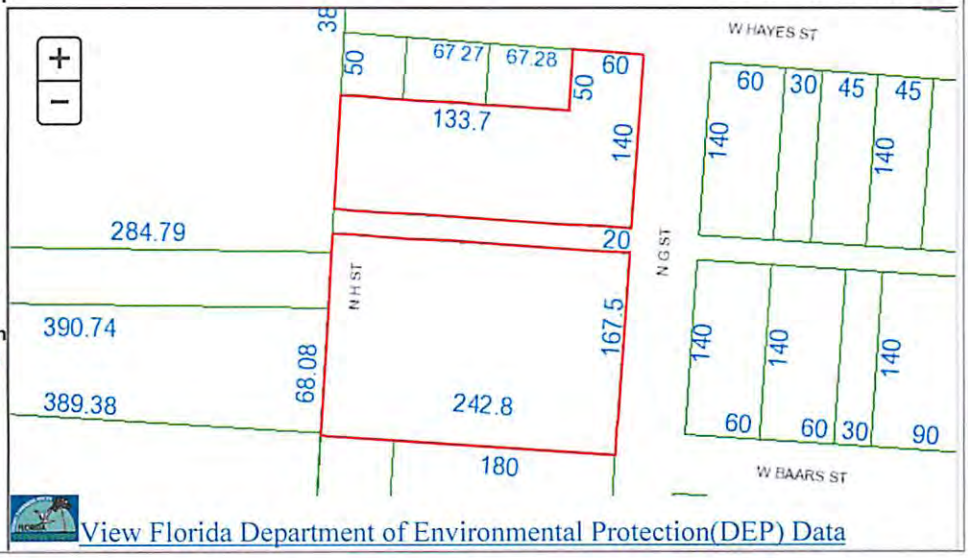
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
1.2700

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Prepared by & Return to:
Linda G. Salter, an employee of
Southland Title of Pensacola, Inc.
900 E. Scott Street
Pensacola, Florida 32503 BOOK 2792 PG 324

CORPORATION
WARRANTY DEED

FILE NO. 89-1270
DOC. ~~434.00~~ 440.00
REC: 6.00 5+1
TOTAL ~~438.00~~ 446.00
STATE OF FLORIDA
COUNTY OF ESCAMBIA

Tax ID # _____

KNOW ALL MEN BY THESE PRESENTS: That

C. A. HOBBS, JR., INC., A Florida Corporation, Grantor*,
for and in consideration of Ten Dollars ($10.00) and other good and valuable considerations the receipt of which is hereby acknowledged has bargained, sold, conveyed and granted unto
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, Grantee*
Address: P. O. Box 1591, Pensacola, Florida 32597
grantee's heirs, executors, administrators and assigns, forever, the following described property, situate, lying and being in the County of Escambia, State of Florida, to-wit:

Lots 2 through 18, inclusive, Block 56, Englewood Heights, a subdivision according to Plat recorded in Deed Book 59 at page 107 of the Public Records of Escambia County, Florida. Less and except the North 50 feet of Lots 2 through 8, inclusive, and less and except any porton lying within right-of-way of "H" Street. Together with alleys as vacated in Official Record Book 629, at page 48, less and except any portion lying within right of way of "H" Street.

D.S. PD. $ 440.00
DATE 12/19/89
JOE A. FLOWERS, COMPTROLLER
BY: [signature] D.C.
CERT. REG. #59-2043328-27-01

7 6 4 9 9 9

FILED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY ON
Dec 19 9 14 AM '89
IN BOOK & PAGE NOTED ABOVE JOE A. FLOWERS, COMPTROLLER ESCAMBIA COUNTY

Subject to taxes for current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed. Subject also to oil, gas and mineral reservations of record.

Said grantor does fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

*Wherever used herein, the term "grantee/grantor" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto, the use of singular member shall include the plural, and the plural the singular, the use of any gender shall include the genders.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal on December 15, 1989

Attest: _____
Secretary

C. A. HOBBS, JR., INC.
BY: [signature]
C. A. Hobbs, Jr. PRESIDENT

Signed, sealed and delivered in the presence of:
[signature]
Linda G. Salter

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this December 15, 1989 by C. A. Hobbs, Jr., President of C.A. HOBBS, JR., INC., a Florida corporation, on behalf of the corporation.

CLERK FILE NO

[signature]
Notary Public

June 2, 1991
My Commission Expires

(Notary Seal)

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000004055
Account:	062967250
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1190 W LEONARD ST 32501
Use Code:	OFFICE, 1 STORY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$76,950	$951,330	$1,028,280	$1,028,280
2014	$76,950	$953,438	$1,030,388	$1,030,388
2013	$76,950	$973,672	$1,050,622	$1,050,622

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1971	37	181	$10,000	OJ	View Instr
01/1970	473	192	$5,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions

COUNTY OWNED

Legal Description

FRACTIONAL LT 4 & 17 & ALL LTS 5 TO 16 & 20 FT ALLEY BLK 55 ENGLEWOOD HTS PLAT DB 59 P 107 OR 952 P 942 S 1/2 OF VACATED...

Extra Features

ASPHALT PAVEMENT
CONCRETE WALKS

Parcel Information

Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
1.3500

Zoned:
HDR

Evacuation & Flood Information
Open Report

View Florida Department of Environmental Protection(DEP) Data

D-2

THIS INSTRUMENT PREPARED BY
[illegible]
[illegible] NEW HOME STANDARD BUILDING
PENSACOLA, FLORIDA 32502

Form 140
Printed and For Sale
Mayes Printing Co.
Pensacola, Fla.

473 PAGE 192

State of Florida
Escambia County

WARRANTY DEED

Po Box 8105 Pensacola, Fla.

Know All Men by These Presents: That C. N. Mason and Louise D. Mason, husband and wife

for and in consideration of One Dollar and other valuable considerations DOLLARS

the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto The Home Movers and Improvers Company of Florida, Inc.

and it's heirs, executors, administrators and assigns, forever, the following described real property, situate, lying and being in the County of Escambia State of Florida to-wit

All of lots 3 to 19 both inclusive, Block 55, less the West 37 feet, Englewood Heights according to plat of Englewood Heights, Pensacola Realty subdivision of the West 1297 feet of Section 18, Township 2 South, Range 30 West recorded in Deed Book 57, Page 107 of the Public Records of Escambia County, Florida.

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
15.00

FLORIDA
DOCUMENTARY SURTAX
05.50

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

And they covenant that they are well seized of an indefeasable estate in fee simple in the said property, and have a good right to convey the same; that it is free of lien or encumbrance, and that their heirs, executors and administrators, the said grantee, it's heirs, executors, administrators and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend.

IN WITNESS WHEREOF, they have hereunto set their hands and seals this 6th day of August A. D. 1968.

Signed, sealed and delivered in the presence of

C. N. Mason (SEAL)
Louise D. Mason (SEAL)
(SEAL)
(SEAL)
(SEAL)

FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO. FLA. ON
JAN 15 9 25 AM '73
IN BOOK AND PAGE AS ABOVE
JOE A. PEDRO, CLERK
CIRCUIT COURT

405351

State of Florida
Escambia County

Before the subscriber personally appeared C. N. Mason and Louise D. Mason his wife, known to me, and known to me to be the individuals described by said names, in and who executed the foregoing instrument and acknowledged that they executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 6th day of August 1968

Notary Public

My commission expires 4-2-72

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000004056
Account:	062969500
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1125 W HAYES ST 32501
Use Code:	MULTI-FAMILY <=9
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$4,560	$28,285	$32,845	$32,845
2014	$4,560	$26,813	$31,373	$31,373
2013	$4,560	$25,808	$30,368	$30,368

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/2006	6019	1490	$160,000	WD	View Instr
09/2006	6018	1882	$100	WD	View Instr
07/2006	5949	1847	$100	QC	View Instr
06/2000	4567	2007	$217,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG AT NE COR OF LT 8 FRAC BLK 56 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 WLY ALG S R/W LI OF H AYES ST (55 FT R/W) 67 28/100...

Extra Features
None

Parcel Information

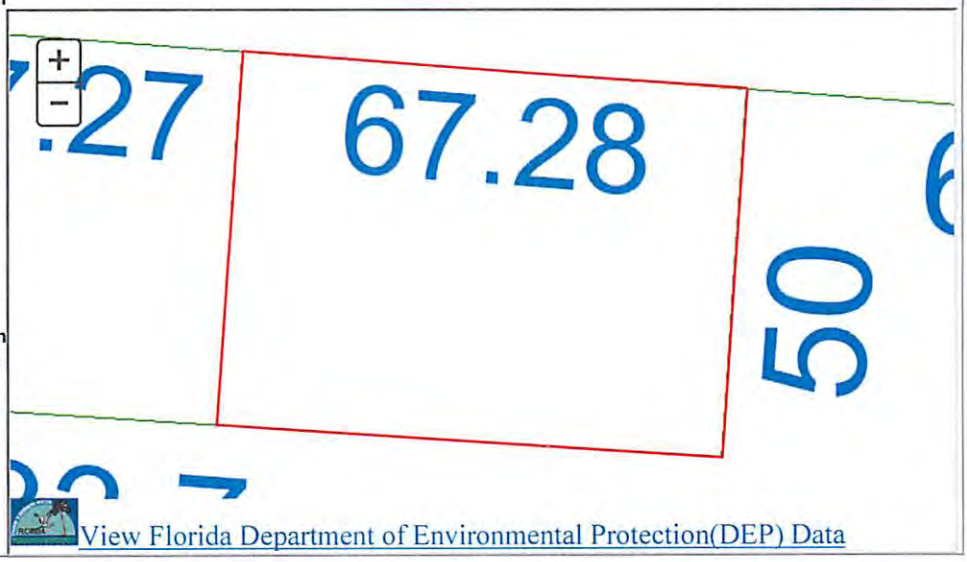
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.0800

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Recorded in Public Records 10/26/2006 at 03:42 PM OR Book 6019 Page 1490, Instrument #2006108494, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $1120.00

This document was prepared by:
Stephen G. West, Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 26th day of October, 2006, by and between James E. Way, Jr., whose address is 2600 North Palafox Street, Pensacola, Florida 32501 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, its successors and assigns forever, the following described land situated in Escambia County, Florida:

The North 50 feet of lots 2 to 8, fractional block 56, Englewood Heights, Plat Deed Book 59, page 107 of the public records of Escambia County, Florida.

Parcel Identification Numbers: 18-2S-30-6000-002-056, 18-2S-30-6000-004-056, and 18-2S-30-6000-005-056 (Property).

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2006; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR covenants with Grantee that at the time of delivery of this deed, Grantor was well seized of the Property; Grantor has good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantor fully warrants the title to the Property and will defend it against the lawful claims of all persons whomsoever.

THIS PROPERTY IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents on the day and year first above written.

Witness _____
Print Name Stephen G. West

Witness _____
Print Name Elizabeth A. Larrieu

_____
James E. Way, Jr.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of October, 2006, by James E. Way, Jr., who ( ) is personally known to me, or has (X) produced current FL Drivers License as identification.

_____
Signature of Notary Public

Notary Public State of Florida
Elizabeth A Larrieu
My Commission DD393219
Expires 03/23/2009

(Notary Seal)

Elizabeth A. Larrieu
Printed Name of Notary Public

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000005056
Account:	062969510
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1135 W HAYES ST 32501
Use Code:	COUNTY OWNED
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$4,560	$42,733	$47,293	$47,293
2014	$4,560	$42,388	$46,948	$46,948
2013	$4,560	$42,425	$46,985	$46,985

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/2006	6019	1490	$160,000	WD	View Instr
09/2006	6048	1882	$100	WD	View Instr
07/2006	5964	374	$100	WD	View Instr
02/2000	4530	85	$55,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG AT NE COR OF LT 8 FRAC BLK 56 ENGLEGWOOD HEIGHTS PLAT DB 59 P 107 WLY ALG S R/W LI OF HAYES ST (55 FT R/W 67 28/100...

Extra Features
CHAINLINK FENCE

Parcel Information

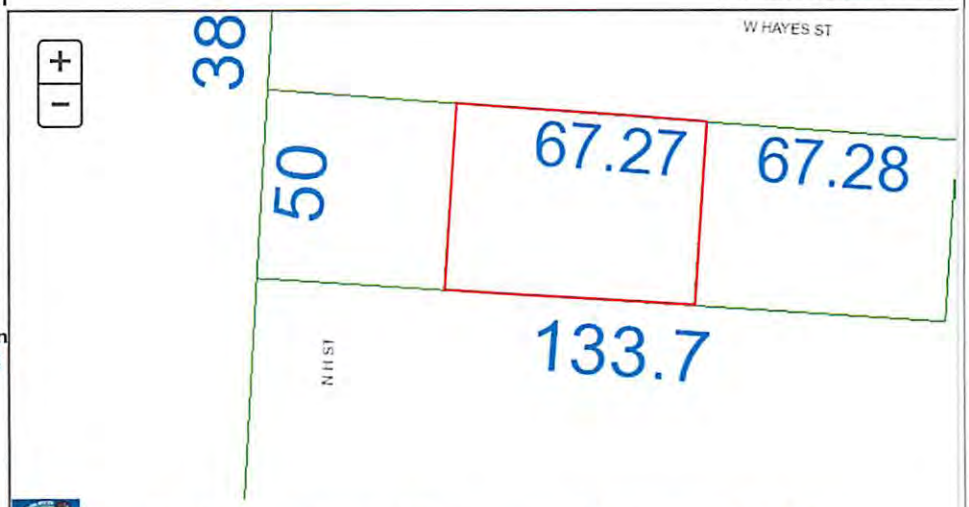
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.0800

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Recorded in Public Records 10/26/2006 at 03:42 PM OR Book 6019 Page 1490, Instrument #2006108494, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $1120.00

This document was prepared by:
Stephen G. West, Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 26th day of October, 2006, by and between James E. Way, Jr., whose address is 2600 North Palafox Street, Pensacola, Florida 32501 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, its successors and assigns forever, the following described land situated in Escambia County, Florida:

The North 50 feet of lots 2 to 8, fractional block 56, Englewood Heights, Plat Deed Book 59, page 107 of the public records of Escambia County, Florida.

Parcel Identification Numbers: 18-2S-30-6000-002-056, 18-2S-30-6000-004-056, and 18-2S-30-6000-005-056 (Property).

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2006; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR covenants with Grantee that at the time of delivery of this deed, Grantor was well seized of the Property; Grantor has good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantor fully warrants the title to the Property and will defend it against the lawful claims of all persons whomsoever.

THIS PROPERTY IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents on the day and year first above written.

Witness _____
Print Name Stephen G. West

Witness _____
Print Name Elizabeth A Larrieu

James E. Way, Jr.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of October, 2006, by James E. Way, Jr., who (_) is personally known to me, or has (X) produced current FL Drivers License as identification.

Notary Public State of Florida
Elizabeth A Larrieu
My Commission DD393219
Expires 03/23/2009

(Notary Seal)

_____
Signature of Notary Public

Elizabeth A Larrieu
Printed Name of Notary Public

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000002056
Account:	062969000
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1400 BLK W HAYES ST 32501
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/2006	6019	1488	$100	QC	View Instr
07/1984	1942	708	$1,000	TD	View Instr
01/1970	520	31	$1,600	WD	View Instr
01/1970	473	114	$100	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
N 50 FT OF LTS 2 TO 8 FRAC BLK 56 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 CASE 97-278-CP-03 OR 6019 P 1488 LESS OR 2122 P 861...

Extra Features
None

Parcel Information

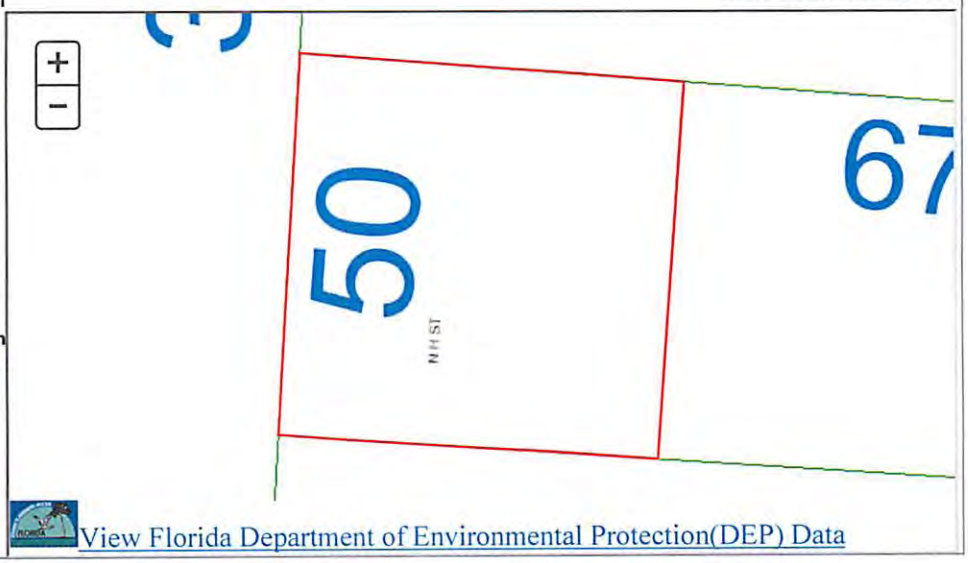
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.0600

Zoned:
HDMU

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Recorded in Public Records 10/26/2006 at 03:42 PM OR Book 6019 Page 1488, Instrument #200610493, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $0.70

This document prepared by:
Stephen G. West, Assistant County Attorney
Escambia County Attorney's Office
14 West Government Street, Room 411
Pensacola, Florida 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

QUITCLAIM DEED

THIS QUITCLAIM DEED is made this 11 day of October, 2006, between Dolores Cox, as Trustee under that certain trust instrument recorded in Official Record Book 4920 at page 1303 of the public records of Escambia County, Florida, whose address is 4665 Southside Drive, Gulf Breeze, Florida 32563 (Grantor) and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 223 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH, that Grantor for and in consideration of the sum of one dollar and other good and valuable consideration, in hand paid by Grantee, receipt of which is acknowledged, quitclaims to Grantee, and Grantee's successors and assigns forever, all of the right, title, and interest in the following described property in Escambia County, Florida:

The North 50 feet of lots 2 to 8, fractional block 56, Englewood Heights, Plat Deed Book 59, page 107 of the public records of Escambia County, Florida.

Parcel Identification Number 18-2S-30-6000-002-056

THE ABOVE REFERENCED PROPERTY IS NOT THE HOMESTEAD OF THE GRANTOR.

Signed in the presence of:

GRANTOR:

Witness Amy U. Cochran
Print Name Amy U. Cochran

Witness Lillian M. Ewens
Print Name Lillian M. Ewens

By: M. Dolores Cox
Dolores Cox, as Trustee

STATE OF FLORIDA
COUNTY OF ~~ESCAMBIA~~ Santa Rosa

The foregoing instrument was acknowledged before me this 11 day of October, 2006, by Dolores Cox. She ( ) is personally known to me, or (X) produced current Florida Drivers License as identification.

LILLIAN M. EWENS
Comm# DD0314161
Expires 4/28/2008
Bonded thru (800)432-4254
Florida Notary Assn., Inc

Signature of Notary Public

Lillian M. Ewens
Printed Name of Notary Public

(Notary Seal)

ACCEPTANCE

This Quitclaim Deed accepted by Escambia County, Florida on the 24th day of October, 2006, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the 17th day of August, 2006.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA ~~COUNTY~~, FLORIDA

D. M. "Mike" Whitehead, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Deputy Clerk

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000003047
Account:	062921000
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	H ST 32501
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1982	1606	889	$100	TD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
ALL LT 3 AND W 15 FT OF LT 4 F RAC BLK 47 ENGLEWOOD HEIGHTS P LAT DB 59 P 107 OR 1606 P 889 ACCORDING TO FLORIDA STATUTE 1...

Extra Features
None

Parcel Information

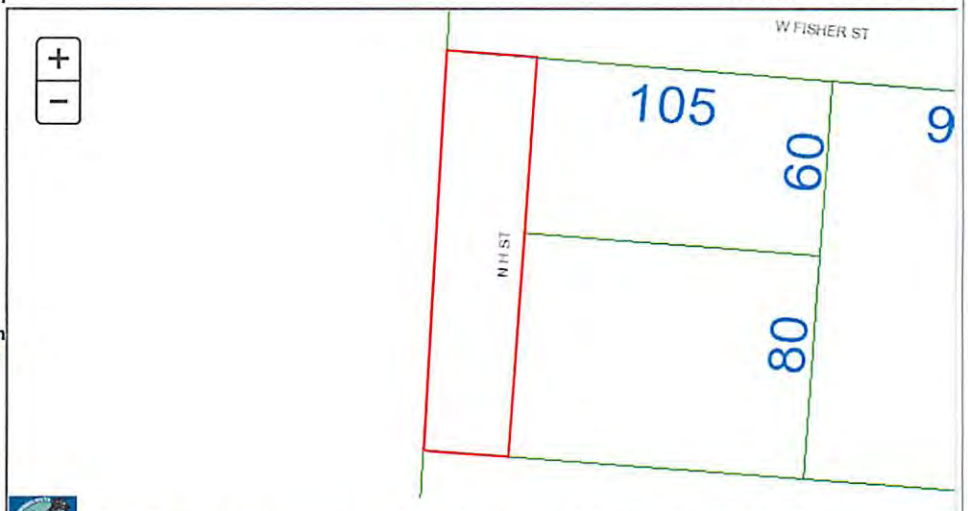
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.1000

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

400 due

This instrument was prepared by:
Joe A. Flowers, County Comptroller
Escambia County Courthouse
Pensacola, Florida 32595

DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

P. O. Box 1111
Pensacola, Florida 32595

WHEREAS, Tax Certificate No. 978 was issued on the first day of June, 19 67, against the land described herein below, and the Tax Collector of Escambia County, Florida, duly delivered to the Comptroller of the said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 26th day of August, 19 74, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida pursuant to Section 197.241(5), Florida Statutes; and

WHEREAS, Section 197.241(5), Florida Statutes, directs the Comptroller to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Comptroller, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.241(5), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners of Escambia County, Florida, (whose mailing address is P. O. Box 1111 Pensacola, Florida 32595), their successors and assigns, forever, the following described land in Escambia County, Florida, to-wit:

All of lot 3 and the West 15 feet of lot 4, Fractional Block 47, Englewood Heights, Plat Deed Book 59, page 107, Section 18, Township 2 South, Range 30 West.

FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA FLORIDA ON JAN 8 3 23 PM '82 IN BOOK ... JOE A. FLOWERS, COMPTROLLER ESCAMBIA COUNTY

121249

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Comptroller of said County, I have executed this deed and have hereunto set my official seal this 5th day of January, 19 82.

Witnesses:

Claire Farinas

Patricia Shoemaker

Joe A. Flowers

JOE A. FLOWERS, as Comptroller of Escambia County, Florida

(OFFICIAL SEAL)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned Notary Public, personally appeared JOE A. FLOWERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Comptroller of Escambia County, Florida, who acknowledged that he executed the same as Comptroller for the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 5th day of January, 19 82.

Claire Farinas

Notary Public
My Commission Expires: 4/21/82

400 deed

This instrument was prepared by:
Joe A. Flowers, County Comptroller
Escambia County Courthouse
Pensacola, Florida 32595

DEED

STATE OF FLORIDA P. O. Box 1111
COUNTY OF ESCAMBIA Pensacola, Florida 32595

WHEREAS, Tax Certificate No. 1026 was issued on the 29th day of May, 19 69, against the land described herein below, and the Tax Collector of Escambia County, Florida, duly delivered to the Comptroller of the said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 26th day of August, 19 74, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida pursuant to Section 197.241(5), Florida Statutes; and

WHEREAS, Section 197.241(5), Florida Statutes, directs the Comptroller to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Comptroller, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.241(5), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners of Escambia County, Florida, (whose mailing address is P. O. Box 1111 Pensacola, Fla. 32595), their successors and assigns, forever, the following described land in Escambia County, Florida, to-wit:

West one-half of lot 16, all of lots 17 and 18, Fractional Block 40, Englewood Heights, Plat Deed Book 59, page 107, Deed Book 320, page 525, Section 18, Township 2 South, Range 30 West.

FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO. FLA. ON JAN 8 3 23 PM '82 IN BOOK & PAGE OF THE JOE A. FLOWERS COMPTROLLER ESCAMBIA COUNTY

121248

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Comptroller of said County, I have executed this deed and have hereunto set my official seal this 5th day of January, 19 82.

Witnesses:

Claire Farinas

Patricia Moemaker

Joe A. Flowers

JOE A. FLOWERS, as Comptroller of Escambia County, Florida

(OFFICIAL SEAL)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned Notary Public, personally appeared JOE A. FLOWERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Comptroller of Escambia County, Florida, who acknowledged that he executed the same as Comptroller for the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 5th day of January, 19 82.

Claire Farinas

Notary Public
My Commission Expires: 4/21/82

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference Restore Full Page Version

General Information

Reference:	182S306000003048
Account:	062929000
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	H ST 32501
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)

None

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
LTS 3 4 BLK 48 DB 503 P 312 EN GLEWOOD HEIGHTS PLAT DB 59 P 1 07

Extra Features
None

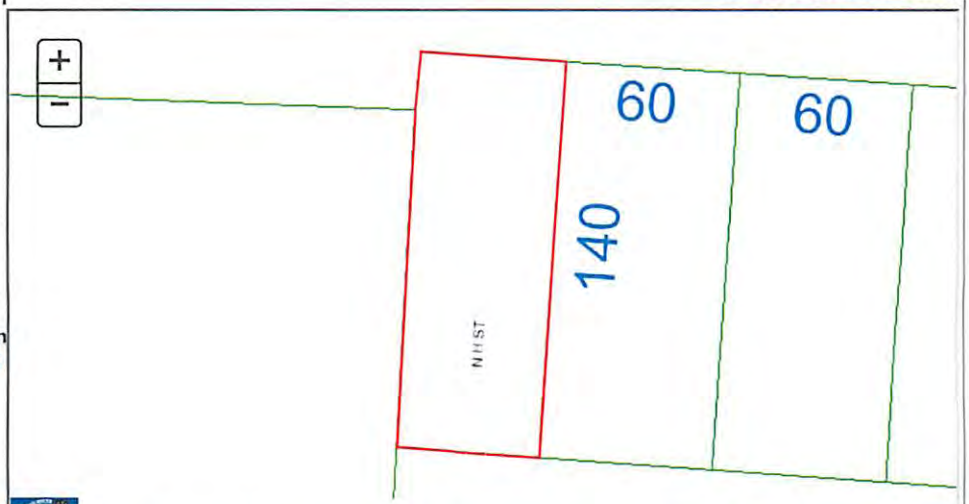
Parcel Information Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.1600

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

12/4/97
5:35 pm

OR BK 4207 PG0402
Escambia County, Florida
INSTRUMENT 97-445058

PENSACOLA
News Journal

PUBLISHED DAILY

Pensacola, Escambia County, Florida

STATE OF FLORIDA
County of Escambia

Before the undersigned authority personally appeared

Glenda Nall

who is personally known to me and who on oath says that he/she is a representative of The Pensacola News Journal, a daily newspaper published at Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a legal in the matter of

Notice of Public Hearing

_____ in the _____ Court, was

published in said newspaper in the issues of

Nov. 16, 1997

Affiant further says that the said Pensacola News Journal is a newspaper published at Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each day and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/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 18th day of Nov. A.D., 19 97

Bertha Ferguson
Notary Public

NOTICE OF PUBLIC HEARING ON PETITION TO VACATE, CLOSE AND ABANDON CERTAIN ROAD RIGHTS-OF-WAY OR ALLEYWAY

TO WHOM IT MAY CONCERN:

Notice is hereby given that a public hearing will be held on December 4th, A.D., 1997, at 5:35 p.m., in the Board of County Commissioner's meeting room, on the 3rd floor of the Escambia County Courthouse, Pensacola, Florida to consider the advisability of vacating, closing, abandoning and discontinuing the following described road right-of-way or alleyway:

All that portion of Sears Street, a 55.00 foot wide, dedicated County right-of-way, lying between Blocks 55 and 56, Englewood heights, a subdivision of a subdivision of a portion of Section 18 Township 2 South, Range 30 West, Escambia County, Florida, per the plat of said subdivision recorded in Deed Book 59 Page 109 of the public records of said County. Subject to a utility easement being retained over said right-of-way to be vacated.

Board of County Commissioners
Escambia County, Florida

A copy of the agenda for these meetings containing specific items to be considered in the order of presentation may be obtained from the County Administrator's Office, Room 300, Courthouse, 223 Palafox Place at Government Street. Persons who need an accommodation, pursuant to the American Disabilities Act, in order to attend or participate in the above meetings should contact Ms. Shirley Gafford at 436-5778 at least 48 hours in advance of the meeting.

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

Legal No. 52080 1T November 16, 1997

...SON
Florida
...0, 2001
...7980

BERTHA FERGUSON
Notary Public - State of Florida
My comm. expires Oct. 10, 2001
Comm. No. CC667980

RESOLUTION NUMBER R97-263

OR BK 4207 PG0403
Escambia County, Florida
INSTRUMENT 97-445058

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, CLOSING AND ABANDONING CERTAIN PROPERTY ACQUIRED AS A ROAD RIGHT-OF-WAY AND RENOUNCING AND DISCLAIMING ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SUCH LAND

WHEREAS, the Board of County Commissioners of Escambia County, Florida, on their own motion and pursuant to Section 336.09 Florida Statutes, has determined it to be in the best interest of Escambia County to adopt a resolution vacating, abandoning, discontinuing and closing the following described property acquired as a road right-of-way:

All that portion of Baars Street, a 55.00 foot wide, dedicated County right-of-way, lying between Blocks 55 and 56, Englewood Heights, a subdivision of a portion of Section 18, Township 2 South, Range 30 West, Escambia County, Florida, per the plat of said subdivision recorded in Deed Book 59 Page 100 of the public records of said County. Subject to a utility easement being retained over said right-of-way being vacated.

and any right of the County and the public in and to the above described land is hereby renounced and disclaimed; and

WHEREAS, the Board of County Commissioners have caused to be published on November 16, 1997 notice in a newspaper of general circulation in Escambia County, Florida, that a public hearing thereon would be held at 5:35 p.m., December 4, 1997 in the Board meeting room, Escambia County Courthouse, Pensacola, Florida; and

WHEREAS, the vacating, abandoning, discontinuing and closing of said property acquired as a road right-of-way and the disclaiming of any right of the County and the public in and to said land will not materially interfere with and will not deprive any person of any reasonable means of ingress and egress to such person's property:

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

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

2. That the following described property acquired as a road right-of-way is hereby vacated, abandoned, discontinued and closed:

All that portion of Baars Street, a 55.00 foot wide, dedicated County right-of-way, lying between Blocks 55 and 56, Englewood Heights, a subdivision of a portion of Section 18, Township 2 South, Range 30 West, Escambia County, Florida, per the plat of said subdivision recorded in Deed Book 59 Page 100 of the public records of said County. Subject to a utility easement being retained over said right-of-way being vacated.

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

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

ESCAMBIA COUNTY, FLORIDA
BY AND THROUGH ITS
BOARD OF COUNTY COMMISSIONERS

M. Ike Bass

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

ADOPTED: December 4, 1997

PENSACOLA
News Journal

PUBLISHED DAILY

Pensacola, Escambia County, Florida

STATE OF FLORIDA
County of Escambia

Before the undersigned authority personally appeared

Glenda Hall

who is personally known to me and who on oath says that he/she is a representative of The Pensacola News Journal, a daily newspaper published at Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a legal in the matter of

Notice of Adoption of Resolution

in the _____ Court, was

published in said newspaper in the issues of

Dec. 21, 1997

Affiant further says that the said Pensacola News Journal is a newspaper published at Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each day and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/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 23RD

day of Dec. A.D., 19 97

Bereth Ferguson

Notary Public

BERETH FERGUSON
Notary Public, State of Florida
My comm. expires Oct. 10, 2001
Comm. No. CC667980

ERNIE [illegible] CLERK
CLERK OF [illegible] COURT
ESCAMBIA CO., FL

DEC 30 10 25 AM '97

CLERK OF THE BOARD OF
COUNTY COMMISSIONERS

OR BK 4207 PG0405
Escambia County, Florida
INSTRUMENT 97-445058

LEGAL NOTICE LEGAL NOTICE LEGAL NOT

NOTICE OF ADOPTION OF RESOLUTION TO BOARD OF COUNTY COMMISSIONERS CLOSING CERTAIN ROAD RIGHT-OF-WAY OR ALLEYWAY

NOTICE IS HEREBY GIVEN that on December 4, A.D., 199 in accordance with Section 336.10, Florida Statutes, the B of County Commissioners of Escambia County, Florida, adopted a re tion closing, vacating, discontinuing and abandoning that certain right-of-way or alleyway in Escambia County, Florida, described as lows:

All that portion of Bears Street, a 55.00 foot wide, dedicated Co right-of-way, lying between Blocks 55 and 56, Englewood Height subdivision of a portion of Section 18, Township 2 South, Range West, Escambia County, Florida, per the plat of said subdivision corded in Deed Book 59 Page 100 of the public records of County. Subject to a utility easement being retained over right-of-way being vacated.

and renouncing and disclaiming any right of Escambia County, Flo and the public in and to the aforesaid property.

Dated this 4th day of December, A.D., 1997.

Board of County Commissior
Escambia County, Flo

Legal No. 54040 1T December 21, 1997

RCD Dec 31, 1997 07:55 am
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 97-445058

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000003055
Account:	062967100
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)

None

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions

COUNTY OWNED

Legal Description

LTS 3 & 18 & FRACTIONAL LTS 4 & 17 BLK 55 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 DB 488 P 665 & S 1/2 OF VACATED BAARS ST AD...

Extra Features

None

OR 4207 403

Parcel Information

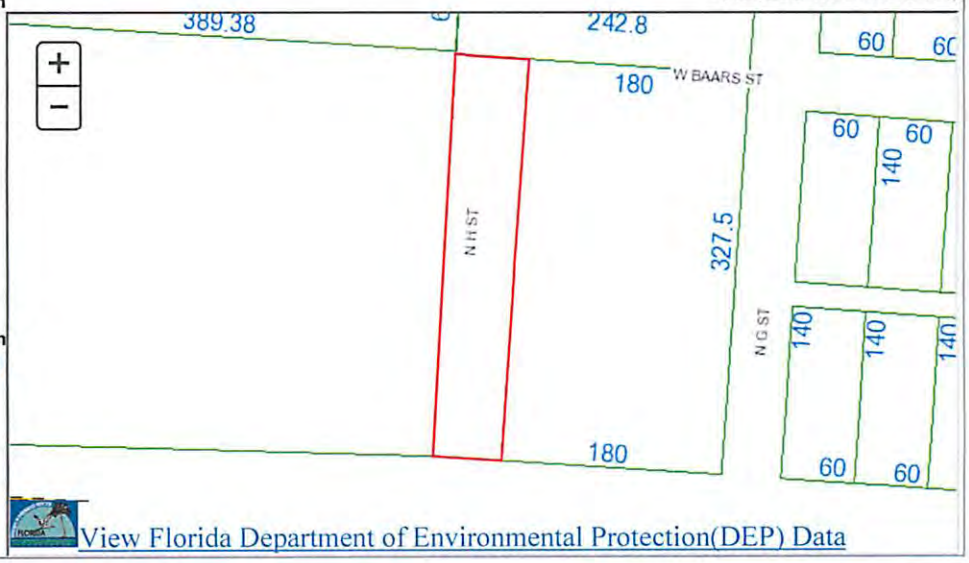
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.4400

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

State of Florida
Escambia County

No. 10309
Filed for Record 18th day of December 1944 at 5:30 P.M.

WARRANTY DEED OF REALTY

Know all Men by these Presents, That T. C. McCoy, as Chairman, and Clint Reilly, Frank L. Parise, Earl Westmark, and James M. Cooper as members of the Board of County Commissioners of Escambia County, Florida

for and in consideration of $1.00 (One Dollar)

DOLLARS,

the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto Board of Public Instruction of Escambia County, Florida

its successors ~~heirs, executors, administrators~~ and assigns, forever, the following described real property, situate, lying and being in the ____ County of Escambia State of Florida to-wit:

5.06 Acres in Section seventeen (17), Township 2 South, Range 30 West, described as follows: From the Northeast corner of said Section 17, run westerly along the North line thereof a distance of 312 feet to the West line of the "Farmers' Market" for "point of beginning" of this description; thence run, Southerly, parallel to the East line of said Section 17, a distance of 525 feet to a point, thence go Westerly, parallel to the North line of said Section, 420 feet to a point; thence go Northerly. parallel to the East line of said Section 17, a distance of 525 feet to a point on the North line of said Section; thence go Easterly, along the North line of said Section to "point of beginning"; All lying and being in Section 17, Twp. 2 South, Range 30 West, Escambia County, Florida, and containing 5.06 acres, more or less.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

~~And ____ covenant ____ that ____ well seized of an indefeasible estate in fee simple in the said property,~~ and ha__ a good right to convey the same; that it is free of incumbrance, and that ~~____~~ heirs, executors and administrators, the said grantee ~~____~~ heirs, executors, administrators and assigns, in the quiet and peaceable ~~possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend.~~

IN WITNESS WHEREOF, we have hereunto set our hands and seal s ~~a~~ this 12th day of December A. D. 19 44

Signed, sealed and delivered in the presence of

BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA
BY T. C. McCoy, CHAIRMAN

A. M. Bruno
Voncile Dixon
ATTEST:
Langley Bell, Clerk (OFFICIAL SEAL)

J. M. Cooper (SEAL)
Earl Westmark (SEAL)
Frank L. Parise (SEAL)
Clint Reilly (SEAL)

As members of the Board of County Commissioners of Escambia County, Florida.

State of Florida
ESCAMBIA County,

Before the subscriber personally appeared T. C. McCoy, as Chairman, Langley Bell, as clerk and T. C. McCoy, Clint Reilly, Frank L. Parise, Earl Westmark, James M. Cooper, as members, Board of County Commissioners, Escambia County, Florida his wife, known to me, and known to me to be the individual s described by said name s in and who executed the foregoing instrument and acknowledged that he executed the same in their capacities aforesaid for and on behalf of Escambia County, Florida and the Board of County Commissioners of Escambia County, Florida as the act and deed of ~~wife of the said~~ both.

~~on a private examination by me held, separate and apart from her said husband, acknowledged and declared that she executed the same freely and voluntarily, and without fear, apprehension, compulsion or constraint of or from her said husband, and for the purpose of renouncing, relinquishing and conveying all her rights of whatsoever kind in and to the said property.~~

GIVEN UNDER MY HAND and official seal, this 12th day of December 1944.

A. M. Bruno
Notary Public.

(NOTARIAL SEAL)

My Commission expires 3/3/48

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000017047
Account:	062928000
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	H ST 32501
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1982	1606	887	$100	TD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions

COUNTY OWNED

Legal Description

LTS 17 18 AND W 7 FT OF 16 FRA C BLK 47 ENGLEWOOD HEIGHTS PLA T DB 59 P 107 OR 1606 P 887 AC CORDING TO FLORIDA STATUTE 197...

Extra Features

None

Parcel Information

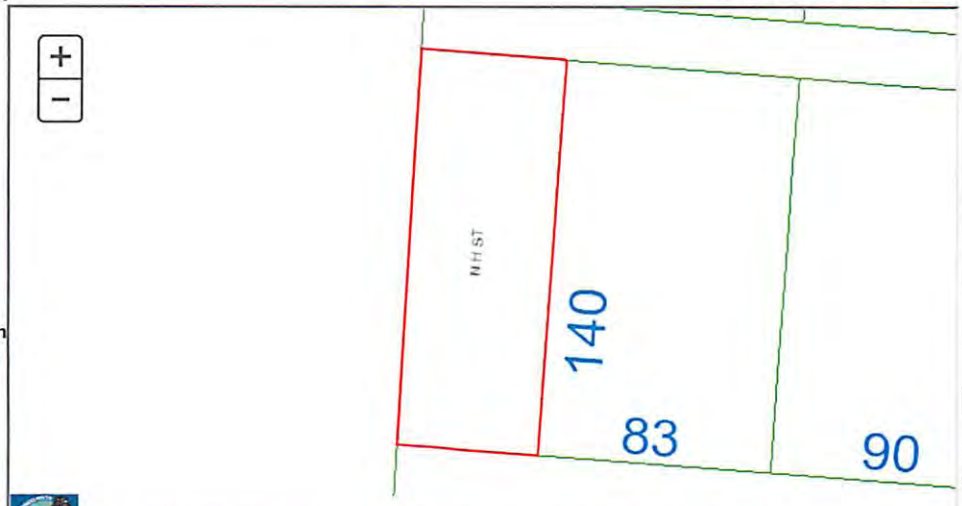
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.1700

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

DEED

This instrument was prepared by:
Joe A. Flowers, County Comptroller
Escambia County Courthouse
Pensacola, Florida

BOOK 1606 PAGE 887

STATE OF FLORIDA P. O. Box 1111
COUNTY OF ESCAMBIA Pensacola, Fla. 32595

WHEREAS, Tax Certificate No. 601 was issued on the 31st day of May, 19 63, against the land described herein below, and the Tax Collector of Escambia County, Florida, duly delivered to the Comptroller of the said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 26th day of August, 19 74, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida pursuant to Section 197.241(5), Florida Statutes; and

WHEREAS, Section 197.241(5), Florida Statutes, directs the Comptroller to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Comptroller, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.241(5), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners of Escambia County, Florida, (whose mailing address is P. O. Box 1111 Pensacola, Fla. 32595), their successors and assigns, forever, the following described land in Escambia County, Florida, to-wit:

Lots 17 and 18, and the West 7 feet of lot 16, Fractional Block 47, Englewood Heights, Plat Deed Book 59, page 107, Section 18, Township 2 South, Range 30 West.

FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO. FLA. ON
JAN 8 3 23 PM '82
JOE A. FLOWERS, COMPTROLLER
ESCAMBIA COUNTY
121247

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Comptroller of said County, I have executed this deed and have hereunto set my official seal this 5th day of January, 19 82.

Witnesses:

Claire Jarinas

Patricia Shamblin

Joe A. Flowers

JOE A. FLOWERS, as Comptroller of Escambia County, Florida

(O F F I C I A L S E A L)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned Notary Public, personally appeared JOE A. FLOWERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Comptroller of Escambia County, Florida, who acknowledged that he executed the same as Comptroller for the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 5th day of January, 19 82.

Claire Jarinas

Notary Public
My Commission Expires: 4/21/82

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10130 **Growth Management Report** **12. 7.**

BCC Regular Meeting

Meeting Date: 05/05/2016

Issue: Review of Rezoning Case heard before the Planning Board on January 5, 2016

From: Horace Jones, Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Case heard by the Planning Board on January 5, 2016

That the Board take the following action concerning the Rezoning Case heard by the Planning Board on January 5, 2016:

A. Review and either adopt, modify, or reject the Planning Board's recommendation for Rezoning Case Z-2015-23 or remand the case back to the Planning Board; and

B. Authorize the Chairman to sign the Order of the Escambia County Board of County Commissioners for the rezoning case that was reviewed.

Case No.:	**Z-2015-23**
Address:	1200 West Leonard Street, 1211 West Fairfield Drive, Block of "H" Street and Cross Street
Property Reference No.:	17-2S-30-5016-000-002; 17-2S-30-5016-002-002; 17-2S-30-5016-001-001; 17-2S-30-5009-000-062; 17-2S-30-5009-000-064; 172S-30-5009-000-068; 17-2S-30-5009-041-041; 18-2S-30-6000-001-056; 18-2S-30-6000-004-055; 18-2S-30-6000-004-056; 18-2S-30-6000-005-056; 18-2S-30-6000-002-056; 18-2S-30-6000-003-047; 18-2S-30-6000-003-048; 18-2S-30-6000-003-055; 18-2S-30-6000-017-047
Property Size:	53.98 (+/-) acres
From:	HDR, High Density Residential district (18 du/acre); HC/LI, Heavy Commercial Light Industrial district (du density limited to vested residential development, lodging unit density not limited by zoning); HDMU, High Density Mixed-use district (25 du/acre); Rec, Recreation district (du density limited to vested development)
To:	Pub, Public district (du density limited to vested residential development)

FLU Category:	MU-U, Mixed-Use Urban; C, Commercial; Rec, Recreation (P, pending State review)
Commissioner District:	3
Requested by:	Escambia County, Owner
Planning Board Recommendation:	Approval
Speakers:	Priscilla McCorvey, Mary Armstrong

BACKGROUND:

The above case was County initiated and heard at the January 5, 2016, Planning Board Meeting. This rezoning case is contingent upon LSA-2015-02 being approved by Department of Economic Opportunity (DEO), and adopted by the BCC at the second public hearing.

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

DEO has approved the FLU amendment (LSA-2015-02). The Chairman will need to sign the Order of the Escambia County Board of County Commissioners either denying or approving the rezoning request.

IMPLEMENTATION/COORDINATION:

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

Attachments

Z-2015-23

Z-2015-23

* * *

CASE NO: Z-2015-23

Applicant: Escambia County, Owner

Address: 1200 West Leonard Street, 1211 West Fairfield Drive, Block of "H" Street and Cross Street

Property Size: 53.98 (+/- acres)

From: HDR, High Density Residential district (18 du/acre), HC/LI, Heavy Commercial and Light Industrial district (Dwelling unit density limited to vested residential development. Lodging unit density not limited by zoning.), HDMU, High Density Mixed-use district (25 du/acre), Rec, Recreation district (Dwelling unit density limited to vested development.)

To: Pub, Public district (Dwelling unit density limited to vested residential development.)

08:53AM MR. BRISKE: Next case is Z-2015-23. The owner is Escambia County, 1200 West Leonard Street, 1211 West Fairfield Drive, Block of "H" Street and Cross Street. The property is 53.98 acres. From HDR, High Density Residential District, and HCLI, Heavy
08:54AM Commercial and Light Industrial, HDMU, High Density Mixed Use and Rec, and two public districts, dwelling unit density limited to vested residential development.

MR. FISHER: Mr. Chairman, if I may. This also
08:54AM is contingent on a Future Land Use change. As we

have done in the past, you know, we kind of shut down the regular rezoning part and open up the regular Planning Board and come back after we do the rezoning.

08:54AM MR. BRISKE: Well, we have a little bit of a unique situation today because we -- on our regular Planning Board agenda we have an item that is a Planned Unit Development, which typically is handled through a quasi-judicial format, and we've been
08:54AM advised by Legal that because of that we should, you know, continue and use similar language in that case even though it's in the Regular Planning Board meeting. So we may have to take a couple of things out of order here to do that.

08:55AM Ms. Smith, do you think it's appropriate at this time to pause the quasi-judicial hearing and go into the Regular Planning Board hearing and address the PUD first or should we go through?

MS. SMITH: I think -- I don't want to switch
08:55AM to the PUD at this point. This is sort of new.

MR. TATE: The rezoning is not.

MR. FISHER: It's contingent on the large scale map amendment.

MR. TATE: Right. We've done them out of order
08:55AM in the past. We've done them the same day, two

meetings. I don't know balancewise if it matters.

MR. JONES: If we could just make your motion, if it is approved just make your motion so that everything will still be together. At the BCC
08:56AM normally Allyson she said that anyway at the BCC when it's like this, so contingent upon or concurrent with. So if the Legal is recommending that we stay on course, it would just be contingent upon the motion being made.

08:56AM MR. TATE: We don't have a problem going into the other.

MS. SMITH: The FLU change would have to go to the Board of County Commissioners anyway, so we can't say we're approving it. All we can do is
08:56AM recommend.

MR. BRISKE: So if we do the recommendation on the rezoning case and then, of course, it's going to be contingent upon the FLU anyway.

MS. SMITH: Right.

08:57AM MR. BRISKE: So let's stay on track then and stay with this one. Okay. We would like to have -- who's going to be actually representing the County in the case?

MR. FISHER: John Fisher, Escambia County
08:57AM Senior Planner.

MR. BRISKE: And then we also have a staff write-up of it. Who will be doing the presentation, the same person?

MR. FISHER: Yes.

08:57AM MR. BRISKE: Let go ahead and see the maps and everything first. If you would, John.

(Presentation of Maps and Photographs.)

MR. FISHER: John Fisher, Escambia County Senior Planner. This is Case Z-2015-23. This is
08:57AM the wetland location map. This is the aerial map. This is the CRA map, the Englewood CRA District. This is the existing land use map. This is the Future Land Use Map. This is the 500-foot zoning map with multiple zoning categories. You have HDR,
08:58AM the large portion. You also have HCLI in the top right. You have Recreation, and you have one parcel that is HDMU. All these will be submitted for a rezoning to Public.

This is the public hearing sign. This is
08:58AM looking north across Leonard Street along "L" Street. Looking east along Leonard Street. Looking southeast on the stormwater pond area. Looking south from Leonard Street. The public hearing sign. Looking east along Leonard Street from the corner of
08:59AM "L" Street. Looking south across Leonard Street.

Looking west along Leonard Street and across "L" Street. Looking north along "L" Street and the corner of Leonard Street.

This is another public hearing sign. A public hearing sign looking south along "H" Street. Looking west on the Recreation site on "H" Street. Looking north along "H" Street. Looking northeast on the corner of "H" Street and Leonard Street. Another public hearing sign. Looking east along Leonard Street. Looking southeast corner of "H" Street and across Leonard Street. Looking south across Leonard Street in front of the corner of "H" Street. Looking north along "H" Street.

The public hearing sign on Fairfield Drive. Looking east along Fairfield Drive. Looking north across Fairfield Drive. Looking northeast along Fairfield Drive. Looking southeast from Fairfield Drive. Looking west along Fairfield Drive. This is the public hearing on Fairfield Drive. Looking east along Fairfield Drive. Looking west along Fairfield Drive. Looking northwest across Fairfield Drive.

This is the 500-foot radius map from the Chris Jones Property Appraiser website. This is the 500-foot mailing list.

MR. BRISKE: Okay. Any questions on that at this point?

John, I know this is weird, but I want to get this on the record. The County is aware that it is their burden to provide substantial competent evidence that the proposed rezoning is consistent with the Comprehensive Plan, furthers the goals, objectives and policies of that plan and is not in conflict with the Land Development Code; is that correct?

MR. FISHER: Correct.

MR. BRISKE: And would you like to make the presentation now on this? We do have some speakers signed up to speak, as well.

(Presentation by John Fisher, previously sworn.)

MR. FISHER: We can go through the maps as the presentation part, you know, to kind of help show what we're going from and to, breaking it down because this is a total of 16 parcels. It's quite a large area, just do a quick little breakdown so that way you will have a better understanding of what we're looking at.

Do you have the actual maps showing from and to?

(Conferring with Staff.)

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MR. FISHER: This is one, Exhibit A, showing the HDR, High Density Residential, and the Recreation area. This is one actual parcel number and this is going to Public.

Exhibit B. Exhibit B is the site which is zoned HCLI. This is going to Public.

This is Exhibit C, which you can see the multiple parcel numbers there, one, two, three, four, five, five different parcel numbers in Section 17 zoned HDR and these are going to Public, as well.

This is Exhibit D. These are all zoned HDR except for the one on the top middle there. It's zoned HDMU. Put your cursor right next to it. All those as well are going to Public. All the rezoning case is going to Public. This helps break it down a little bit more by the sections and stuff for you.

These are only maps that help break it down a little more for you. Everything seems -- this is contingent also with the Future Land Use Map going for transmittal to DEO and once we have that the rezoning will be also approved.

MR. TATE: These are all under County ownership.

MR. FISHER: Yes, all 16 parcels. Any questions?

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MR. PYLE: Why the change, what's the benefit?

MR. JONES: Horace Jones, Director. There are some County projects underway, some County discussion of particular interest in the replacement of the jail. Going back, this will basically help clean up all the County properties in that immediate vicinity to make them Public so it can allow those type of uses.

The existing uses are Public anyway. You just have these erroneous zoning classifications. That classification will not allow any type of expansion of those uses because most of them are residential.

It will be going to Public classification, owned by the County, the County will be to able to put those public type uses consistent with what's there and what's proposed to be there potentially.

MR. PYLE: So by making these changes it will be easier for the County to perhaps either alter these building changes. Does it have to do with the potential jail site.

MR. JONES: That is in some of the discussions that the BCC had, but basically this has been a long time coming process.

MR. TATE: It should have been this way a long time ago.

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MR. JONES: Absolutely.
MR. TATE: With the current uses.
MR. JONES: Absolutely.
MR. FISHER: Again, all these parcels -- John Fisher, Senior Planner. All these parcels are developed except for a couple along "H" Street or just vacated right-of-way type of deals given to the County.
MR. BRISKE: Okay. Any other questions before we allow some members of the public to speak? Okay.
Members of the public who wish to speak on this matter, please note that the Planning Board bases its decisions on the approval conditions and exceptions described in Section 2.07.02 of the Escambia County Land Development Code.
During our deliberations the Planning Board will not consider general statements of support or opposition. Accordingly we please ask that you limit your testimony to the approval conditions described in Section 2.07.02.
Also please note that only those individuals who are present and give testimony on the record at this hearing will be allowed to speak at the subsequent Board of County Commission hearing.
Ida Royster, please.

MR. FISHER: Mr. Chairman, should we go over the facts and findings before we do the public?
MR. BRISKE: Yes, go ahead and present those.
MR. TATE: If you disagree with them, though, who's going to argue the other?
MR. FISHER: It makes it kind of hard.
MS. SMITH: Well, it cleans up the record and allows the public to have information to comment on.
MR. FISHER: John Fisher, Senior Planner. Again, this is Rezoning Case Z-2015-23. This is from HDMU, HDR, HCLI and Recreation, all to Public.
Under Criterion A, consistent with the Comprehensive Plan, the proposed amendment to Public is consistent with the intent and purpose of the Future Land Use (FLU) category Public, as stated in CPP FLU 1.3.1. The location of the existing facilities and services are consistent with CPP FLU 2.2.1 and 2.2.4. Consistency with other applicable policies of the Comprehensive Plan would be evaluated during review of the development for compliance with implementing the Land Development Code regulations.
Under Criterion B, the proposed amendment **is consistent** with the stated purposes and intent of the Land Development Code (LDC) and meets the

location criteria. The current site is already developed and any new development will have to meet all the requirements of the LDC and be evaluated for consistency during the Site Plan Review process.
Under Criterion C, compatible with the surrounding uses, the proposed amendment is compatible with the surrounding and existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts HDR, HDMU, Commercial, HC/LI, and Recreation. Within the 500' radius there is one public school, one nursing home, one repair shop, one multi-family property, one utility property, two county owned properties, three bakery properties, four restaurants, six churches, seven offices, eight store properties, 50 vacant properties, and 151 single-family properties.
Criterion D, changed conditions. Staff found no changed condition that would not impact the amendment or properties.
Criteria E, development patterns. The proposed amendment would result in a logical and orderly development pattern. The proposed Public district amendment would not change any logical or orderly development pattern, for the properties are

currently used as a Public established zoning district, as well as owned by local government.
The zoning amendment proposed is to make the existing county government or other public institutions or agencies on already Escambia County owned property compliant with the Land Development Code and 2030 Future Land Use.
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 during the Site Plan Review process will be necessary to determine if there would be any significant adverse impact on the natural environment.
That concludes the staff's findings.
MR. BRISKE: Board members, any questions on the Staff's Findings-of-Fact?
We've previously read the public comment portion of the hearing. I will now bring up our first speaker, Ida Royster, please.
Good morning, ma'am. If you will, please be sworn in.
(Priscilla McCorvey sworn.)
MR. BRISKE: State your name and address for

the record, please.

MS. McCORVEY: I want to make a correction. I'm standing in for my mother, Ida Royster. My name is Priscilla McCorvey. 1105 West Leonard Street is her address. My address is 1312 West Blount. She's the homeowner of the 1105 West Leonard Street.

MR. BRISKE: Okay. You cannot speak for someone who's not here. You can only speak for yourself.

09:12AM MS. McCORVEY: Okay. Well, I'll speak for myself.

MR. BRISKE: So we'll have you complete a form with your name on it. You can finish speaking now and just do it afterwards.

09:12AM MS. McCORVEY: I didn't know the procedure.

MR. BRISKE: Is Ida here today?

MS. McCORVEY: No, she's elderly. She's 88 years old.

MR. BRISKE: So you will be speaking basically

09:12AM on her behalf as her guardian or whatever then?

MS. McCORVEY: Yes.

MR. BRISKE: That's fine. Go ahead, please.

MS. McCORVEY: As I stated before, my name is Priscilla McCorvey. I was raised at 1105 West

09:12AM Leonard Street. We have seen the changes in that

area from a complete residential area to a commercial to now. Our concern and our issue are it will affect us directly and indirectly because everything that happens with the County we're right

09:12AM there on that stretch.

She is looking at, as well as I am looking at, the future impact of that area. We know business must go on, but you've got to remember this was a residential area before if became commercial. It

09:13AM was rezoned once or twice before and they said that they were doing all that they can at that time. We do understand it is a flooding issue now with the jail, but remember that was a hospital before it was a jail. The jail was on the corner of Leonard and

09:13AM "L" Street.

We have seen the growth in that area, which you are pushing the residential people out. She's been there since 1956. I have been there since 1959 and we would like the County to consider the residential

09:13AM area and stop putting this impact on us. Thank you.

MR. BRISKE: Thank you. Maybe it would be helpful to kind of explain in a little bit more detail, you know, that we have HDR, HCLI, HDMU at this point and what the change will mean to the

09:14AM Public district, just a little more in layman's

terms so that everyone can understand.

MR. JONES: I'm sorry. I had to step out for a minute, so the question, I want to make sure. Drew or someone. I can add to it. I had to step out so

09:14AM I want to make sure.

MR. FISHER: John Fisher, Urban Planner. The current sites that are looking to get rezoned in this rezoning case are already developed. They're not going to have any significant impact or change

09:14AM for moving forward.

If there is going to be any change, there would be a development review process which is still a public meeting and can be reviewed by the public, as well. Any new building structure that goes vertical

09:15AM will still have that process to look forward to.

She had mentioned stormwater. Stormwater is a big concern. I know the County is already currently working on the stormwater issue. That is part of the jail site as well and still in the process of

09:15AM figuring out where the jail is going to go, whether they're going to rebuild it.

All this stuff will be reviewed to the BCC, as well, and once that is established they're not looking on these sites again that we have to make

09:15AM anything more impact in that area for now.

This is just a rezoning to make it consistent with the Land Development Code because currently it is owned by the County and acts as a public entity, which is not the right zoning category for this.

09:15AM This is basically doing a correction for the zoning to make everything compatible.

MR. BRISKE: I think for this lady's benefit is to reiterate again that we already have a High Density Residential District, HC/LI, Heavy

09:16AM Commercial and Light Industrial, High Density Mixed Use area here, but the County is not planning to intensify any of that. This is just basically a correction so that you can correctly show that this is Public property owned by the County; is that

09:16AM correct, Horace?

MR. JONES: That is correct, absolutely, because as you know these parcels of land there are already currently existing public uses, public buildings on site. So they are public buildings.

09:16AM We are not doing this to bring in more commercial type projects because the public business is already there. This is a clean-up. This is a clean-up, to try to make it more consistent and make it more compatible with the Future Land Use category, as

09:17AM well.

Yes, the jail is an issue, but as I said before this was a long time coming. It needed to be done a long long time. We're just correcting an error that was made before I got here with the zoning, so we're making those existing public uses.

In Public zoning you don't have to worry about heavy, heavy commercial type uses at all. It's County owned property. The County is not in the business of trying to make these commercial sites. This is to make it consistent with what's already there. The bus station is there. Some County buildings are there. Those small plots of land, those are County-owned right-of-ways.

MR. PYLE: Horace, just so I understand this, if we proceed with this, make the zoning change and then a month, two months down the road the Board of County Commissioners votes to build something I don't like and I live adjacent to this property, there won't be a zoning hearing because the zoning has already been changed, but there will be an opportunity for the owner, because in a development order or some capacity there will be a notice to the public where they will be able to come and have their issues heard. Ourselves, we're out of it at that point, but the Board of County Commissioners --

so they're not losing any right to have their voice heard; is that correct?

MR. JONES: Not at all. Not at all. The County, we want to be good stewards with the neighbors and live in harmony with the neighborhood with the surrounding uses and we will -- if that is the case, if that is the case, that is a big if, if that is the case, the County will make sure that there is proper notification, proper DRC process for that. The citizens can and will be notified again. This is to clean up the zoning with those existing public uses only.

MR. TATE: The County is doing what would have already been required of any private entity.

MR. JONES: Absolutely.

MR. BRISKE: If you will come forward, please, I think that you may have some concerns. We want to try to get as much of this answered for you because it's important to us.

MS. McCORVEY: Yes, it is.

MR. BRISKE: The way I'm interpreting what they're telling us is that they're not really going to be intensifying any uses. This is more of just a correction to show that this is already Public zoning area and it's not correct. So does that --

MS. McCORVEY: I understand this is a long time waiting. However, it has impacted my mother and my sister. Anything that goes on with the County in that area in those facilities impacts them directly. Where they're going to put the new sewer lines, it's going to mess us up. It's an adverse effect to those two residentials right there on the corner of Leonard and "H" and that's what I'm talking about.

MR. JONES: We'll make sure, if there's any concerns like that, you can -- we can sit down in a meeting and perhaps even if you want to if there's any type of concerns that you have you can talk to me about it and we can try to take it up further to see, get further information on those type of things because sewer lines and all those things are necessary.

MS. McCORVEY: Yeah, we understand that. It's a long time waiting. What I'm saying, the homes were there before all these changes. I know growth is good. Change is good. However, you have residential people there, elderly. You're not talking about 26 that can move next week that it's going to impact.

MR. JONES: The County is concerned about that area. You mentioned the flooding. There's a major

concern. The area is going -- there's studies going on right now that the County will try to help minimize and eliminate some of that.

MS. McCORVEY: We already have problems. You know, like I said, we know what the County owns. When they put the jail there, we fought to keep it from there because how would you like for a prisoner to get out and not sit on your front porch every morning? You hear what I'm saying? We're looking at our property and we've been impacted by them ever since the County has made these changes.

MR. JONES: And just for the record, those uses that are there, they continue to operate. They continue to stay there.

MS. McCORVEY: Right.

MR. JONES: Just like any other business that was improperly zoned, as long as that use is in operation, they're called grandfathered in, so that use can continue to stay there because they've been there. This is just to make it better.

And I know sometimes it may be difficult for the public to understand that on the Future Land Use category. This is to make it better. And all those other concerns, the County they are definitely aware of the impacts going on in that area.

Yes, it has been discussed with passion, so the County is aware of some of the issues going on in the area.

MS. McCORVEY: Just like you indicated before, these problems were here before you came. I've seen those problems. I've seen those changes. So I'm more aware than you are, and no one has sat there and talked to the residential people to how the impact would be.

09:22AM But believe me what I'm saying, you've been there since 1956, you have the opportunity to come. Like I say, I've been there since '59. I've seen the street widen. I seen them put the pipes down. I've seen them erect the county jail from the hospital. We asked them not to put it there. We asked for changes in the neighborhood. I'm only one voice.

MR. JONES: Is it time for me to take your name? I'm not putting you off, but take your name and I can get you to the right person who you need to address those concerns to. There's a representative for that area and all of those things can definitely be addressed at his office, because, again, we are definitely concerned with the issues going on in that area. The County is aware. Not

just this particular site, but there's others going on in that area. The County is concerned. So give me your name and we can talk about it.

MR. TATE: Ma'am, I think part of what you're saying is we're right there and nobody has knocked on the door and said, hey, we need to talk about this.

MS. McCORVEY: Well, my thing is, yes, change is good. The impact that has occurred in this area, yes, it needs to be improved, but the impact really needs to be -- it's still a residential area. Although we're not 1,200, we are right there at the door. We've seen the changes. We are residents. We're not somebody that showed up yesterday. We see the impact and everything that goes on, but yet no consideration to the residential area.

And, again, I thank you for your time, but please consider this was a residential area before the County took over a lot of things. We do need some changes. Thank you.

MR. BRISKE: Horace, I think that probably is a good recommendation, is maybe have some kind of a town hall meeting in the area since there are some changes happening and allow the residents to come out and speak to somebody and understand it

completely.

Okay. Our next speaker is Mary Armstrong. Good morning, ma'am. Please be sworn.

(Mary Armstrong sworn.)

09:24AM MR. BRISKE: If you would, please state your name and address for the record.

MS. ARMSTRONG: Good morning. I'm Mary Armstrong. My address is 1007 West Fisher Street. I'm about a block south of this area here. And if

09:25AM you will notice when I filled out the form I didn't say I was either pro or con. The reason for that is as a resident, I'm not a lawyer, I don't work for the County or anything like that, so most of these wordings are not layman friendly.

09:25AM I don't have any idea what you're talking about. I've sat here and I've listened and I'm wondering to myself how does it really impact me. I can see how it impacts me down the road, because as Ms. McCorvey has stated, I, too, have lived there

09:25AM all those years and I've seen the changes so I know how it impacts our community. However, when we get papers like this, when we go to these meetings, we have no idea what you're talking about.

He was saying this from HDR to PUD, and then he

09:26AM says that's not really what's happening, it's just a

correction. I'm one of those people that if it's a correction that's what it should have stated. You're saying from something to something. It didn't say it was a correction.

09:26AM And I also know that all of these things, whatever is down here, when it all boils down, I'm going to look up and they're going to be making changes and I'm going to still be at a loss as to how in the world did this happen.

09:26AM So, yes, as a community I think that you should have someone come into this community and speak to us before we start making all these changes and speak to us in laymen's terms. Because like I said, I come here. They wonder why our community don't

09:26AM come out. It's because we don't understand what you're talking about. We're not lawyers and certainly we haven't read all these codes.

MR. BRISKE: Yes, ma'am. That's a very good point and I appreciate your comments, because

09:27AM believe it or not sometimes we even have trouble understanding it ourselves and we work on it.

My recommendation, of course, to the staff would be that we do need to have some type of town hall meeting or something in the area, just, if

09:27AM nothing else, to kind of answer a lot of these

questions and explain it because it is very complicated.

We won't try to explain it all right now because it would take a long time to really explain, but basically we have zoning categories and then they also have Future Land Uses and those two have to match up. In this case they're not matching up and that's what Horace was alluding to, he's trying to make sure that they match up. But you're right.

09:27AM MS. ARMSTRONG: May I say the community definitely needs to be apprised of any Future Land Use because the community is the one that should decide what's going to happen with their property. There should not be a meeting of Future Land Use of our property without us being at the table. And as Ms. McCorvey stated to me prior to this, she called down there to find out what this was about and no one called her back. That's all I have to say.

MR. TATE: This Board right here is probably the best place for you to be, because we're not lawyers. We don't work for the County. Each of were appointed by the representative that represents you or me or whichever district we represent and we're here as a layman's Board working through this to represent the citizens of the county.

There are no changes to your neighborhood to your Future Land Use. And I'm going to be, I guess, as open as I can about this. If I owned a piece of property over there and wanted to do something right where the County is at and I did what I wanted to do, I would have been required to have a land use zoning and a Future Land Use that agreed with what I wanted to do before I actually do it.

I would have had to go through a process publicly that everybody would have been notified this guy wants to rezone this, he wants to do this, that or the other. The County hasn't gone through that process but everything is already on the ground built out.

We all know about the jail and where that's heading. That's public record. But what's already there has never been identified as being Public and zoned publicly and that's what we're trying to correct today, is to get it to where it already is.

09:29AM MS. ARMSTRONG: Okay. Because I understand because when we came there, when we were out there, there was no one over here except us and no one cared about what we did. We had to build our own. We had to make our own. Nobody gave us loans. Nobody did anything to help us in our community.

It wasn't until years later when the County decided to move out here that they started giving us rules and regulations, and the only thing they did for us was make us pay money. No one came and the neighborhood is still going down. That it's. That's all I have to say about that.

09:30AM MR. BRISKE: Thank you, ma'am.

Those are the two speakers that we have signed up. Is there anyone else that wishes to speak on this matter? We will hereby close the public comment portion of the hearing.

And is there anything else that the staff would like to present?

MR. FISHER: I don't believe so. Again, this is contingent on the Future Land Use change, as well.

MR. BRISKE: Board members, any questions or comments or a motion to be made?

MR. HIGHTOWER: Mr. Chairman, could I just ask one question? When you look at the map and I understand everything, but when you look at the two little pieces that are coming down from the recreation area -- yeah, those two.

MR. FISHER: Those were vacated land. They're just like right-of-ways.

MR. HIGHTOWER: It just seemed strange.

MR. FISHER: It's like an alley that's never been used.

MR. HIGHTOWER: Good.

09:31AM MR. BRISKE: Any other comments from the Board?

MR. CORDES: I've got a comment. I'm not sure what I want to say here, but I hear your concerns, the two ladies that spoke. I really don't believe it's going to hurt you, but I don't know that anybody has explained that to you well enough that you're convinced that you're not going to get hurt. That's my dilemma here. I really think this process would be the right thing. It's not going to change anything dramatically on that piece of property. I really don't believe that, but I don't think you're convinced of it yet and I'm not sure how to do that.

MR. JONES: Whatever the decision is, I will definitely do my level best to try to talk to them afterwards to explain it. Many times we have the same issues with zoning. Everybody is not in my back yard. So I will take the time and try to explain to them the impact of this and if there will be any impact on their property again.

Also, too, I've got their numbers. I'm going to take this up with their representative, as well.

Again, there's much discussion, much discussion in this particular area, so it will be more -- some other issues will be highlighted. The BCC is definitely concerned about this area. Definitely.

09:33AM MR. BRISKE: Mr. Wingate.

MR. WINGATE: Mr. Chairman, what I would like to say for those concerned in the area sometimes -- Mr. Jones is a nice guy and the staff, because I have issues on land and stuff from time to time

09:33AM because I'm in real estate. They always will give you the time to explain to make sure that you get a full understanding of what your concerns and your questions are.

So set the time and write your questions down

09:34AM and be patient with getting -- make sure that you get your questions answered and clear, because sometimes even though I've been on this Board for almost over 20 years, there's a lot of things that have come and gone and changes because I came here

09:34AM when they didn't have no zoning.

Now everything has got a plan and you've got to say, well, we've got to go this way because it's required. Government requires certain things. We don't pay attention until we have a conflict. We

09:34AM need to come in while things are changing to get a

full understanding and say how do I fit in this picture.

And you say this is how I fit in my picture, and then if you don't like the picture then you know

09:34AM what you've got to do, step one, step two, whatever you've got to do. Sometimes if you don't know answers and you need expertise, then expertise is out there to advise you and to assist you.

So staff is really softhearted on the

09:35AM community. So set a time to get with staff, especially Mr. Jones. He is dedicated to Escambia County. Thank you.

MR. BRISKE: Thank you, Mr. Wingate.

Any other discussion? If there's none, the

09:35AM Chair will entertain a motion on Z-2015-23.

(Motion by Mr. Tate.)

MR. TATE: Mr. Chair, I move that we approve and forward our recommendation to the Board of County Commissioners for Z-2015-23 with the multiple

09:35AM changes from several different zoning categories to Public category with the understanding that the underlying Future Land Use still has to go through the approval process and be approved by the State.

MR. BRISKE: We have a motion. Do we have a

09:36AM second?

MR. WINGATE: Second.

MR. BRISKE: Second by Mr. Wingate.

Any further discussion? All those in favor, say aye.

09:36AM (Board members vote.)

MR. BRISKE: Opposed?

(None.)

MR. BRISKE: The motion carries.

(Motion passed unanimously.)

09:36AM MR. BRISKE: Thank you. Okay. Before we close the quasi-judicial, Ms. Smith, I need a little bit of advice here with the Planned Unit Development that is on our Planning Board agenda. I know that you from a legal standpoint are saying that we need

09:36AM to have some language in here as far as the same rights and the procedure as a quasi-judicial hearing. Shall we bring that up as part of the quasi-judicial hearing or go directly into the Planning Board hearing?

09:37AM MS. SMITH: Because it's on the regular agenda you're going to have to open that meeting. And then I wouldn't have a problem with the Board voting to move that hearing up to the first matter held, but I think you're going to have to close the first

09:37AM meeting and open the next agenda in order to carry

on.

MR. BRISKE: So there's no other business for the quasi-judicial hearing. We can close that hearing. However, we will ask our court reporter to

09:37AM stay for the first part of the Planning Board meeting so [illegible] PUD process included in the record [illegible] --

MS. SMITH: Right.

MR. BRISKE: Okay. All right. So is there any

09:38AM other business for the quasi-judicial hearing? All right. Hearing none, then we are adjourned from the quasi-judicial.

(The Rezoning Hearings concluded at 9:40 a.m.)

VOID

Planning Board-Rezoning **6. C.**

Meeting Date:	01/05/2016
CASE :	Z-2015-23
APPLICANT:	Escambia County, Owner
ADDRESS:	1200 West Leonard Street, 1211 West Fairfield Drive, Block of "H" Street and Cross Street
PROPERTY REF. NO.:	See Rezoning Request under Submission Data
FUTURE LAND USE:	MU-U, C, Rec (P, pending state review.)
DISTRICT:	3
OVERLAY DISTRICT:	Englewood District
BCC MEETING DATE:	02/02/2016

SUBMISSION DATA:
REQUESTED REZONING:

17-2S-30-5016-000-002 (Leonard Street)
17-2S-30-5016-002-002 (Fairfield Drive)
17-2S-30-5016-001-001 (N “H” Street and W Cross Street)
17-2S-30-5009-000-062 (N “H” Street and W Cross Street)
17-2S-30-5009-000-064 (N “H” Street and W Cross Street)
17-2S-30-5009-000-068 (N “H” Street and W Cross Street)
17-2S-30-5009-041-041 (N “H” Street and W Cross Street)
18-2S-30-6000-001-056 (N “H” Street and W Cross Street)
18-2S-30-6000-004-055 (N “H” Street and W Cross Street)
18-2S-30-6000-004-056 (N “H” Street and W Cross Street)
18-2S-30-6000-005-056 (N “H” Street and W Cross Street)
18-2S-30-6000-002-056 (N “H” Street and W Cross Street)
18-2S-30-6000-003-047 (N “H” Street and W Cross Street)
18-2S-30-6000-003-048 (N “H” Street and W Cross Street)
18-2S-30-6000-003-055 (N “H” Street and W Cross Street)
18-2S-30-6000-017-047 (N “H” Street and W Cross Street)

FROM: HDMU, High Density Mixed Use district (25 du/acre), **HDR,** High Density Residential district (18 du/acre), **HC/LI,** Heavy Commercial and Light Industrial district (Dwelling unit density limited to vested residential development.), **Rec,** Recreation (Dwelling unit density limited to vested development.)

TO: Pub, Public (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)

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. Public (P) is intended to provide for uses or facilities owned or managed by the Federal, State, or county government or other public institutions or agencies. Residential density within the Public category has no limits on dwelling units per acre.

CPP FLU 2.2.1 Location. Public facilities and services will be located to minimize their cost and negative impacts on the natural environment and maximize their efficiency. Cost alternatives, impacts on the environment, and levels of efficiency will be discussed during the design phase and bid process utilized by the County to accomplish the installation or location of public facilities and/or services. In addition, the County will coordinate with the ECUA, other water and/or sewer providers, and state or federal agencies with facilities located in the County or with plans to expand existing facilities or create new facilities in the County. Among other things, it is the intent of this policy that public facilities and services are available to support the densities and intensities of uses provided by this Plan and the FLUM and that there is adequate and suitable land available for such utility facilities.

CPP FLU 2.2.4 Existing Facilities. Prior to embarking on the construction of new capital improvements, Escambia County will consider the feasibility of upgrading or rehabilitating existing facilities to determine if the rehabilitation of present facilities would be in the best interest of the County and its citizens.

FINDINGS

The proposed amendment to Public **is consistent** with the intent and purpose of Future Land Use (FLU) category Public, as stated in CPP FLU 1.3.1. The location of the existing facilities and services **are consistent** with CPP FLU 2.2.1 and 2.2.4. 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. 3-2.8 High Density Residential district (HDR).

(a) Purpose. The High Density Residential (HDR) district establishes appropriate areas and land use regulations for residential uses at high densities within urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density and diversity than the Medium Density Residential district. Residential uses within the HDR district include most forms of single-family, two-family and multi-family dwellings. On residential uses within the district are limited to those that are compatible with urban residential neighborhoods.

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.

Sec. 3-2.13 Recreation district (Rec).
(a) Purpose. The Recreation (Rec) district establishes appropriate areas and land use regulations for outdoor recreational uses and open space. The primary intent of the district is to preserve and maintain parcels of land necessary or used for a system of public and private parks providing both active and passive recreational activities and amenities. Indoor recreation facilities are allowed within the Recreational district if customarily incidental to the principal outdoor uses. Non-recreational uses are severely limited to ensure the preservation of district lands and provision of adequate areas for public recreation. New or expanded residential development is generally prohibited.

Sec. 3-2.15 Public district (Pub).
(a) Purpose. The Public (Pub) district establishes appropriate areas and land use regulations for publicly owned parcels with public uses generally having greater potential for adverse off-site impacts.

FINDINGS
The proposed amendment **is consistent** with the stated purposes and intent of the Land Development Code (LDC) and meets the location criteria. The current site is already developed, any new development will have to meet all the requirements of the LDC and 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 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 HDR, HDMU, Com, HC/LI, and Rec. Within the 500' radius there is one public school, one nursing home, one repair shop, one multi-family property, one utility property, two county owned properties, three bakery properties, four restaurants, six churches, seven offices, eight store properties, 50 vacant properties, and 151 single-family properties.

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 no changed conditions that **would not** impact the amendment or properties.

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 proposed Public district amendment would not change any logical or orderly development pattern, for that the properties are currently used as a Public established zoning district, as well as owned by local government. The zoning amendment proposed is to make existing county government or other public institutions or agencies on already Escambia County owned property compliant with the Land Development Code and 2030 Future Land Use.

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-2015-23

Development Services Department

Escambia County, Florida

APPLICATION

Please check application type:

- ☐ Administrative Appeal
- ☐ Development Order Extension
- ☐ Conditional Use Request for: _____
- ☐ Variance Request for: _____
- ☑ Rezoning Request from: _____ (HDR, HC/LI, HDMU, REC) to: Public (Pub)

Name & address of current owner(s) as shown on public records of Escambia County, FL

Owner(s) Name: Escambia County Board of County Commissioners Phone: 850-595-3475

Address: 221 Palafox PL STE 420 Email: _____

☐ Check here if the property owner(s) is authorizing an agent as the applicant and complete the Affidavit of Owner and Limited Power of Attorney form attached herein.

Property Address: 1200 W Leonard St and Block of Leonard Street Area

Property Reference Number(s)/Legal Description: See attachment

See attachment

By my signature, I hereby certify that:

1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and
4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and
5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

Signature of Owner/Agent	Escambia County Printed Name Owner/Agent	Date
Signature of Owner	Printed Name of Owner	Date

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20 ____,

by _____.

Personally Known ☐ OR Produced Identification ☐. Type of Identification Produced: _____

Signature of Notary (notary seal must be affixed)	Printed Name of Notary

FOR OFFICE USE ONLY CASE NUMBER: Z-2015-23

Meeting Date(s): PB 1/5/16 Accepted/Verified by: J. Fisher Date: 12/7/15

Fees Paid: $ N/A Receipt #: N/A Permit #: PRZ 151200021

3363 West Park Place Pensacola, FL 32505
(850) 595-3475 * FAX: (850) 595-3481

Development Services Department
Escambia County, Florida

FOR OFFICE USE:
CASE #: Z-2015-23

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): see attached Parcels of Interest List

Property Address: 1200 W. Leonard St. & Block of Leonard St Area

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 _____, YEAR OF_____.

Signature of Property Owner	Printed Name of Property Owner	Date
Signature of Property Owner	Printed Name of Property Owner	Date

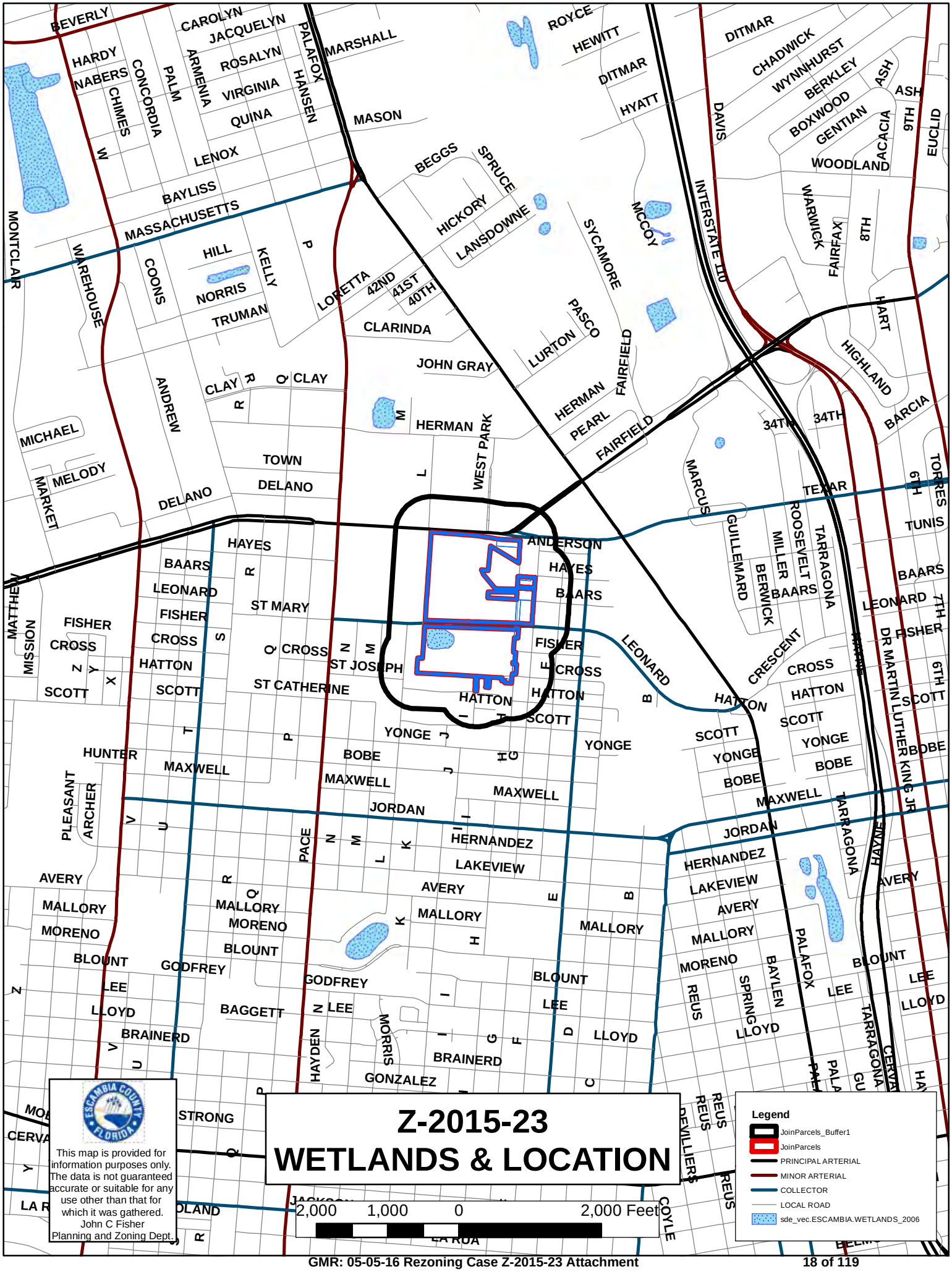
3363 West Park Place Pensacola, FL 32505
(850) 595-3475 * FAX: (850) 595-3481

JAIL SITES - PARCELS OF INTEREST

11/18/2015

Sheriff's Complex Block (East Block Englewood Park/Rec Site and "H" St. Corridor)

REFNUM	OWNER	MAIL ADDRESS	SITE ADDRESS	LANDTYPE	LANDSIZE	EXEMPTION	LINK	NOTES
17-2S-30-5016-000-002	**ESCAMBIA COUNTY JAIL SITE AND REC SITE.**	221 PALAFOX PL STE 420	1200 W LEONARD ST	RESIDENTIAL	48.49	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=172S305016000002	
17-2S-30-5016-001-001	ESCAMBIA COUNTY BCC Rectangle piece on Jail site.	221 PALAFOX PL STE 420	3101 N H ST	RESIDENTIAL	0.61	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=172S305016001001	
18-2S-30-6000-001-056	ESCAMBIA COUNTY BCC	221 PALAFOX PL STE 420	3000 BLK N G ST	RESIDENTIAL	1.27	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000001056	
18-2S-30-6000-004-055	ESCAMBIA COUNTY	221 PALAFOX PL STE 420	1190 W LEONARD ST	RESIDENTIAL	1.35	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000004055	
18-2S-30-6000-004-056	ESCAMBIA COUNTY	221 PALAFOX PL STE 420	1125 W HAYES ST	RESIDENTIAL	0.08	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000004056	
18-2S-30-6000-005-056	ESCAMBIA COUNTY	221 PALAFOX PL STE 420	1135 W HAYES ST	RESIDENTIAL	0.08	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000005056	
18-2S-30-6000-002-056	ESCAMBIA COUNTY	221 PALAFOX PL STE 420	1400 BLK W HAYES ST	RIGHT OF WAY	0.06	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000002056	
18-2S-30-6000-003-047	ESCAMBIA COUNTY BCC	221 PALAFOX PL STE 420	H ST	RIGHT OF WAY	0.10	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000003047	
18-2S-30-6000-003-048	ESCAMBIA COUNTY	221 PALAFOX PL STE 420	H ST	RIGHT OF WAY	0.16	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000003048	
18-2S-30-6000-003-055	ESCAMBIA COUNTY	221 PALAFOX PL STE 420		RIGHT OF WAY	0.44	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000003055	
17-2S-30-5009-000-062	ESCAMBIA COUNTY	221 PALAFOX PL STE 420	I ST	RIGHT OF WAY	0.08	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=172S305009000062	
18-2S-30-6000-017-047	ESCAMBIA COUNTY BCC	221 PALAFOX PL STE 420	H ST	RIGHT OF WAY	0.17	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000017047	
17-2S-30-5009-000-064	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS	221 PALAFOX PL STE 420	1209 W CROSS ST	RESIDENTIAL	0.15	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=172S305009000064	
17-2S-30-5009-000-068	ESCAMBIA COUNTY	221 PALAFOX PL STE 420	1209 BLK W CROSS ST	RESIDENTIAL	0.20	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=172S305009000068	
17-2S-30-5009-041-041	ESCAMBIA COUNTY	221 PALAFOX PL STE 420	I ST	RIGHT OF WAY	0.04	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=172S305009041041	
17-2S-30-5016-002-002	**ESCAMBIA COUNTY Work Release Site**	221 PALAFOX PL STE 420	1211 W FAIRFIELD DR	COMMERCIAL	0.70	COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=172S305016002002	


Z-2015-23
WETLANDS & LOCATION
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered. John C Fisher Planning and Zoning Dept.
2,000 1,000 0 2,000 Feet
Legend
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JoinParcels
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
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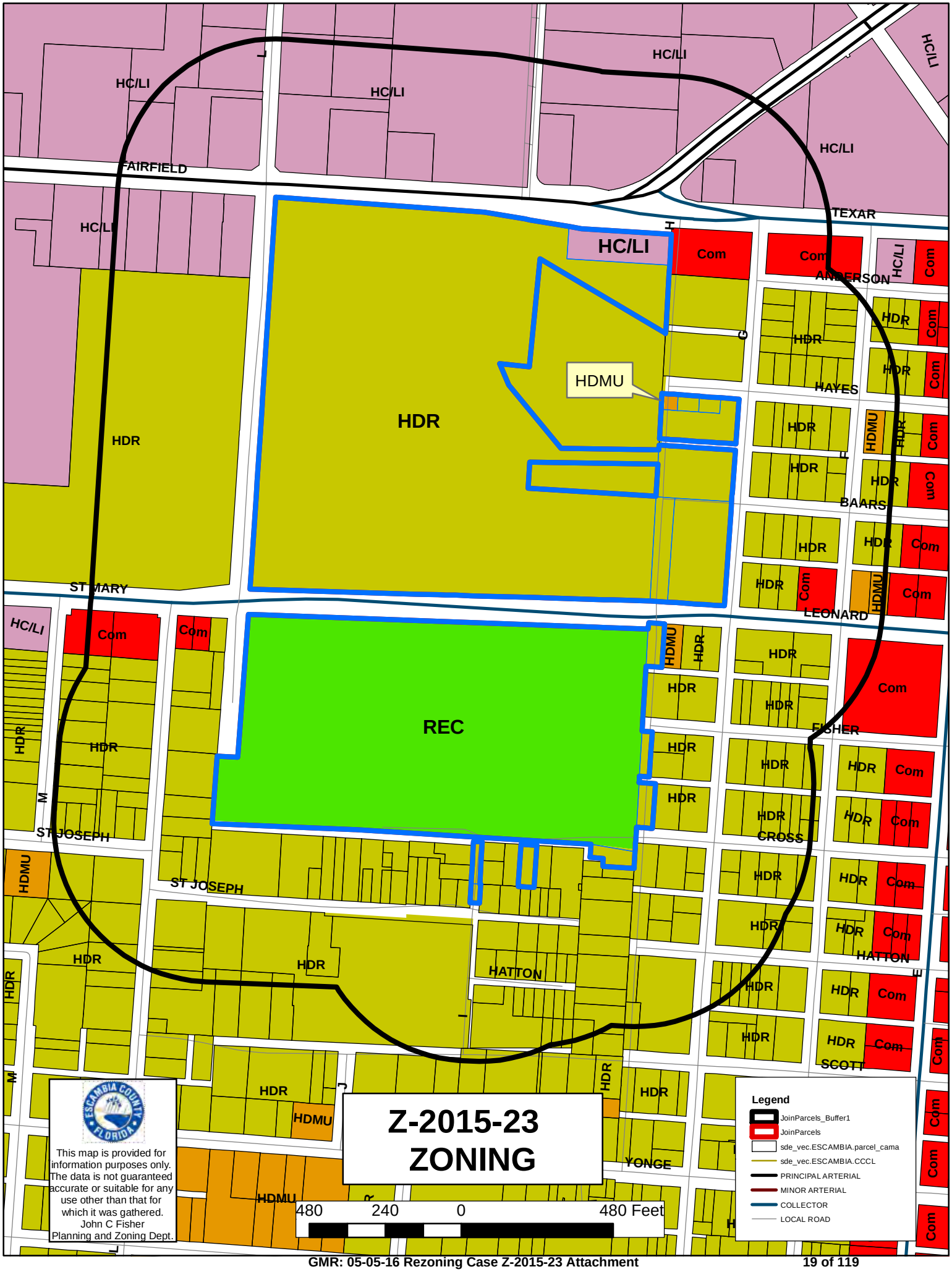
BEVERLY
CAROLYN
JACQUELYN
HARDY
NABERS
CHIMES
CONCORDIA
PALM
ARMENIA
ROSALYN
VIRGINIA
QUINA
PALAFOX
HANSEN
MARSHALL
MASON
LENOX
BAYLISS
MASSACHUSETTS
MONTCLAR
WAREHOUSE
COONS
HILL
NORRIS
TRUMAN
KELLY
LORETTA
42ND
41ST
40TH
CLARINDA
BEGGS
SPRUCE
HICKORY
LANSDOWNE
ROYCE
HEWITT
DITMAR
HYATT
SYCAMORE
MCCOY
INTERSTATE 110
DAVIS
CHADWICK
WYNNHURST
BERKLEY
BOXWOOD
GENTIAN
ASH
9TH
ACACIA
EUCLID
WOODLAND
WARWICK
FAIRFAX
8TH
HART
HIGHLAND
BARCIA
34TH
TORRES
6TH
TEXAR
TUNIS
MARCUS
GUILLEMARD
BERWICK
MILLER
ROOSEVELT
TARRAGONA
BAARS
LEONARD
7TH
FISHER
DR MARTIN LUTHER KING JR
CRESCENT
CROSS
HATTON
SCOTT
YONGE
BOBE
MAXWELL
JORDAN
HERNANDEZ
LAKEVIEW
AVERY
MALLORY
MORENO
BLOUNT
LEE
LLOYD
REUS
SPRING
BAYLEN
PALAFOX
PACE
HAYDEN
MORRIS
BRAINERD
GONZALEZ
GODFREY
BAGGETT
LURTON
PASCO
FAIRFIELD
HERMAN
PEARL
JOHN GRAY
CLAY
ANDREW
MICHAEL
MELODY
MARKET
TOWN
DELANO
WEST PARK
HAYES
ST MARY
ST JOSEPH
ST CATHERINE
MATTHEW
MISSION
PLEASANT
ARCHER
STRONG
COYLE
DEVILLIERS
LA RUA
CERVANTES
GUTIERREZ
PALAFOX
HAYNE
MOBILE
JACKSON


HC/LI
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HC/LI
FAIRFIELD
TEXAR
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ANDERSON
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LEONARD
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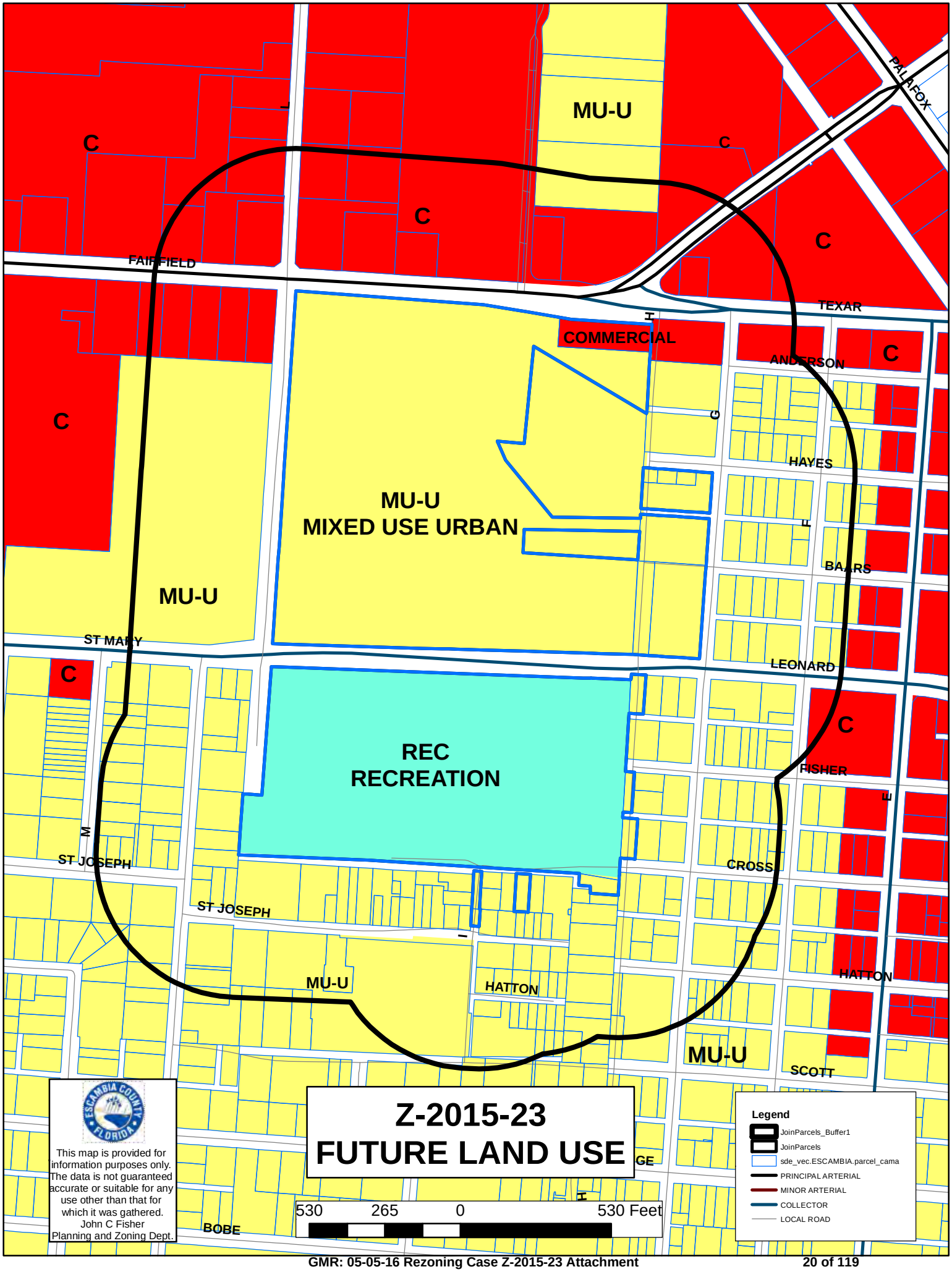
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FAIRFIELD
PALAFOX
TEXAR
COMMERCIAL
ANDERSON
HAYES
BAARS
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MIXED USE URBAN
MU-U
ST MARY
LEONARD
REC
RECREATION
FISHER
CROSS
ST JOSEPH
ST JOSEPH
MU-U
HATTON
HATTON
MU-U
SCOTT
BOBE
GE
Z-2015-23
FUTURE LAND USE
530 265 0 530 Feet
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered. John C Fisher Planning and Zoning Dept.
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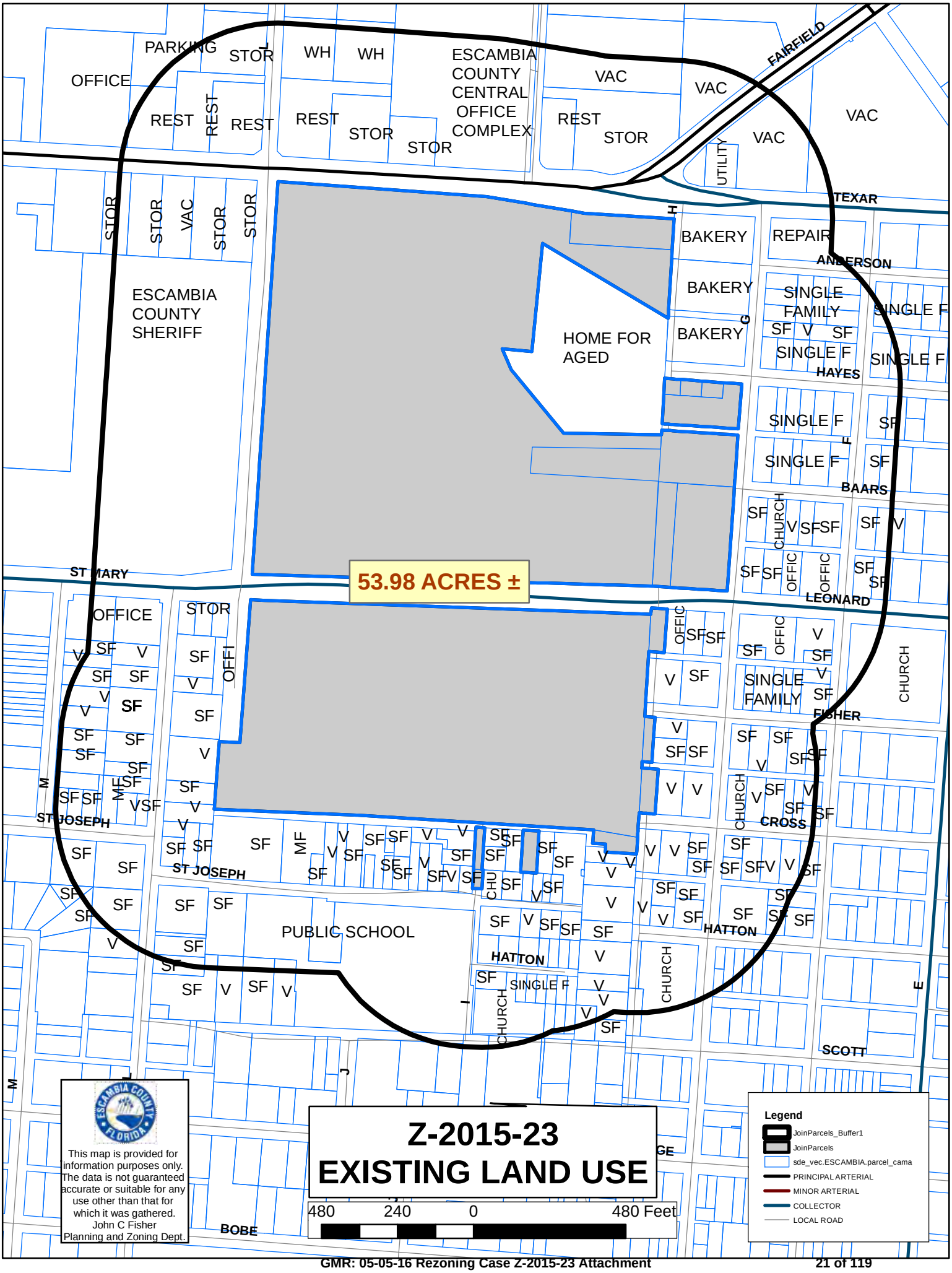
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


53.98 ACRES ±
ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
ESCAMBIA COUNTY SHERIFF
HOME FOR AGED
PUBLIC SCHOOL
ST MARY
ST JOSEPH
TEXAR
ANDERSON
HAYES
BAARS
LEONARD
FISHER
CROSS
HATTON
SCOTT
BOBE
FAIRFIELD
Z-2015-23
EXISTING LAND USE
480 240 0 480 Feet
Legend
JoinParcels_Buffer1
JoinParcels
sde_vec.ESCAMBIA.parcel_cama
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.

FAIRFIELD
TEXAR
ANDERSON
HAYES
BAARS
ST MARY
LEONARD
FISHER
ST JOSEPH
CROSS
HATTON
SCOTT
YONGE
Z-2015-23
AERIAL
480 240 0 480 Feet
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.
Legend
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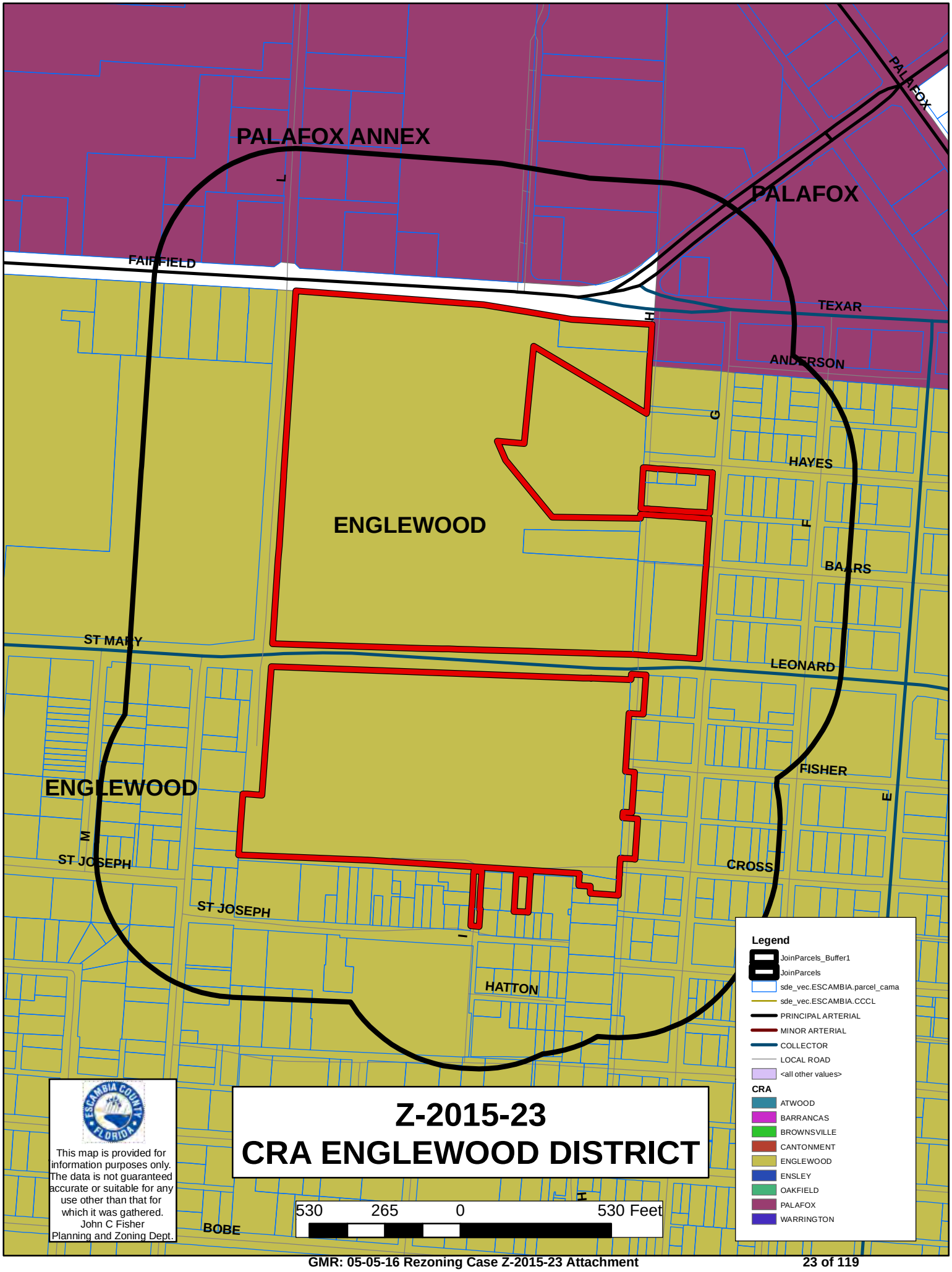
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


PALAFOX ANNEX
PALAFOX
PALAFOX
FAIRFIELD
TEXAR
ANDERSON
HAYES
ENGLEWOOD
BAARS
ST MARY
LEONARD
ENGLEWOOD
FISHER
ST JOSEPH
CROSS
ST JOSEPH
HATTON
BOBE
Legend
JoinParcels_Buffer1
JoinParcels
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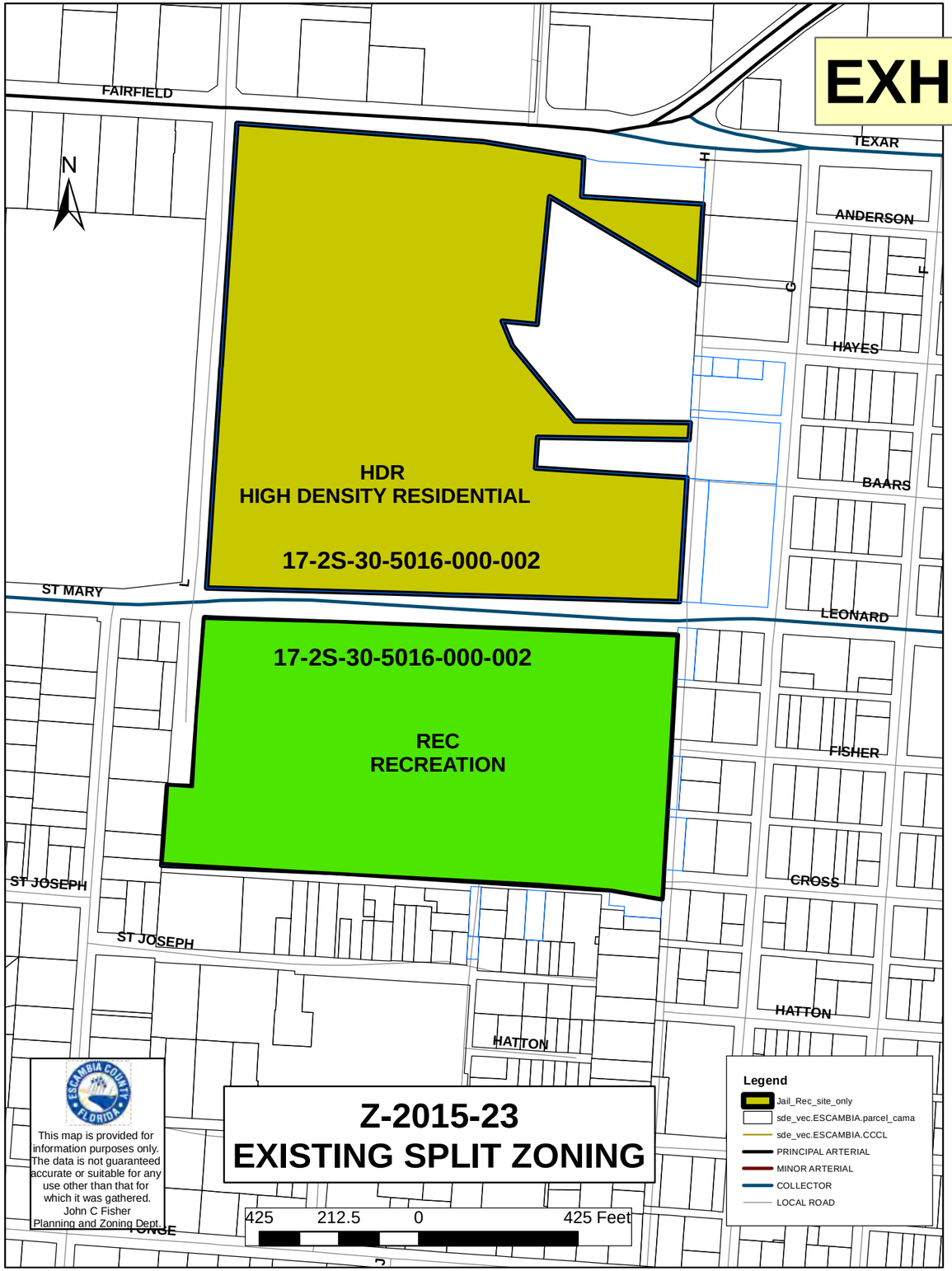
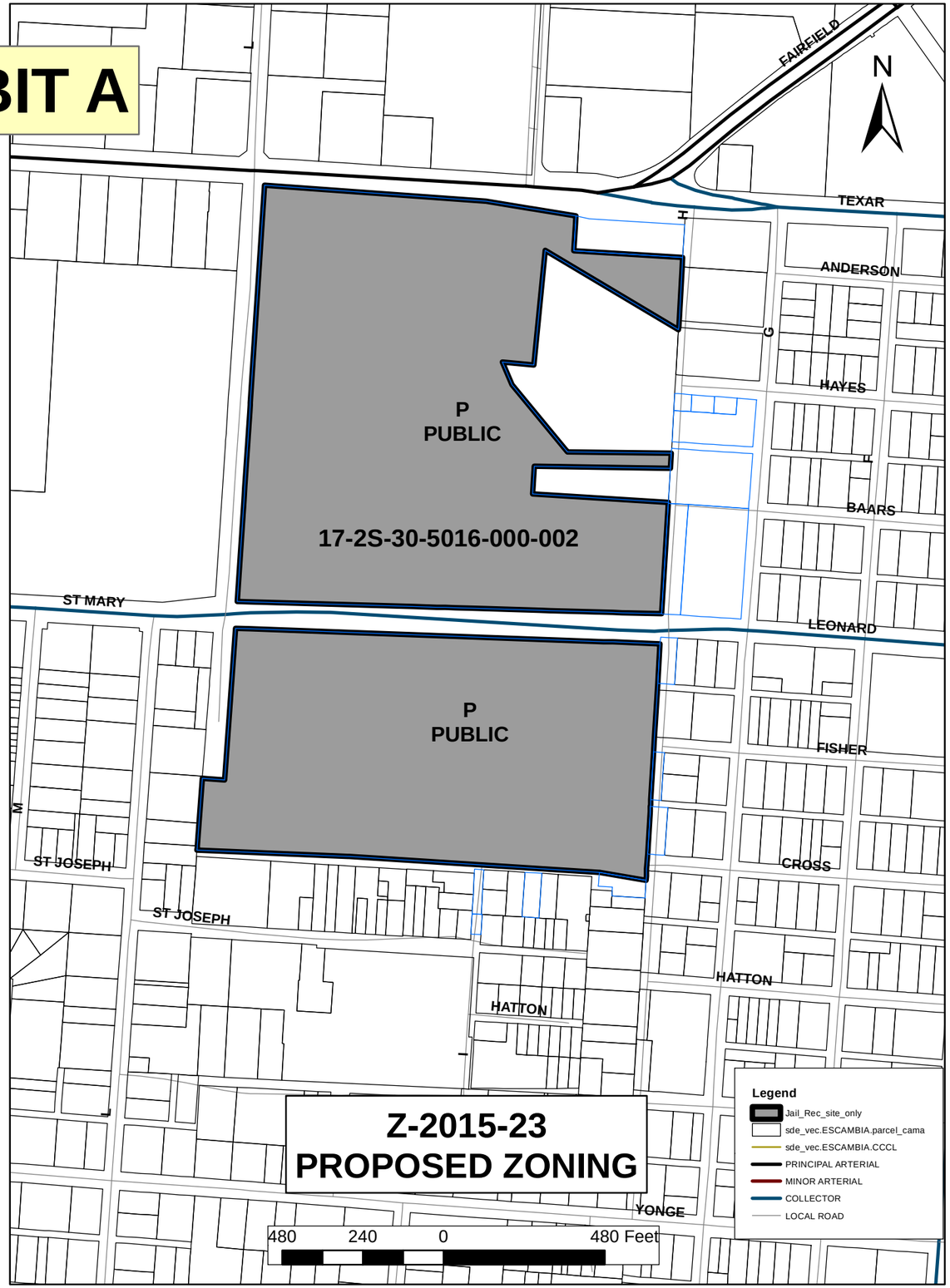
sde_vec.ESCAMBIA.CCCL
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
<all other values>
CRA
ATWOOD
BARRANCAS
BROWNSVILLE
CANTONMENT
ENGLEWOOD
ENSLEY
OAKFIELD
PALAFOX
WARRINGTON
Z-2015-23
CRA ENGLEWOOD DISTRICT
530 265 0 530 Feet
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.

EXHIBIT A


FAIRFIELD
TEXAR
ANDERSON
HAYES
BAARS
ST MARY
LEONARD
FISHER
CROSS
ST JOSEPH
HATTON
YONGE
N
HDR
HIGH DENSITY RESIDENTIAL
17-2S-30-5016-000-002
17-2S-30-5016-000-002
REC
RECREATION
Z-2015-23
EXISTING SPLIT ZONING
425 212.5 0 425 Feet
Legend
Jail_Rec_site_only
sde_vec.ESCAMBIA.parcel_cama
sde_vec.ESCAMBIA.CCCL
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.


FAIRFIELD
TEXAR
ANDERSON
HAYES
BAARS
ST MARY
LEONARD
FISHER
CROSS
ST JOSEPH
HATTON
YONGE
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17-2S-30-5016-000-002
P
PUBLIC
Z-2015-23
PROPOSED ZONING
480 240 0 480 Feet
Legend
Jail_Rec_site_only
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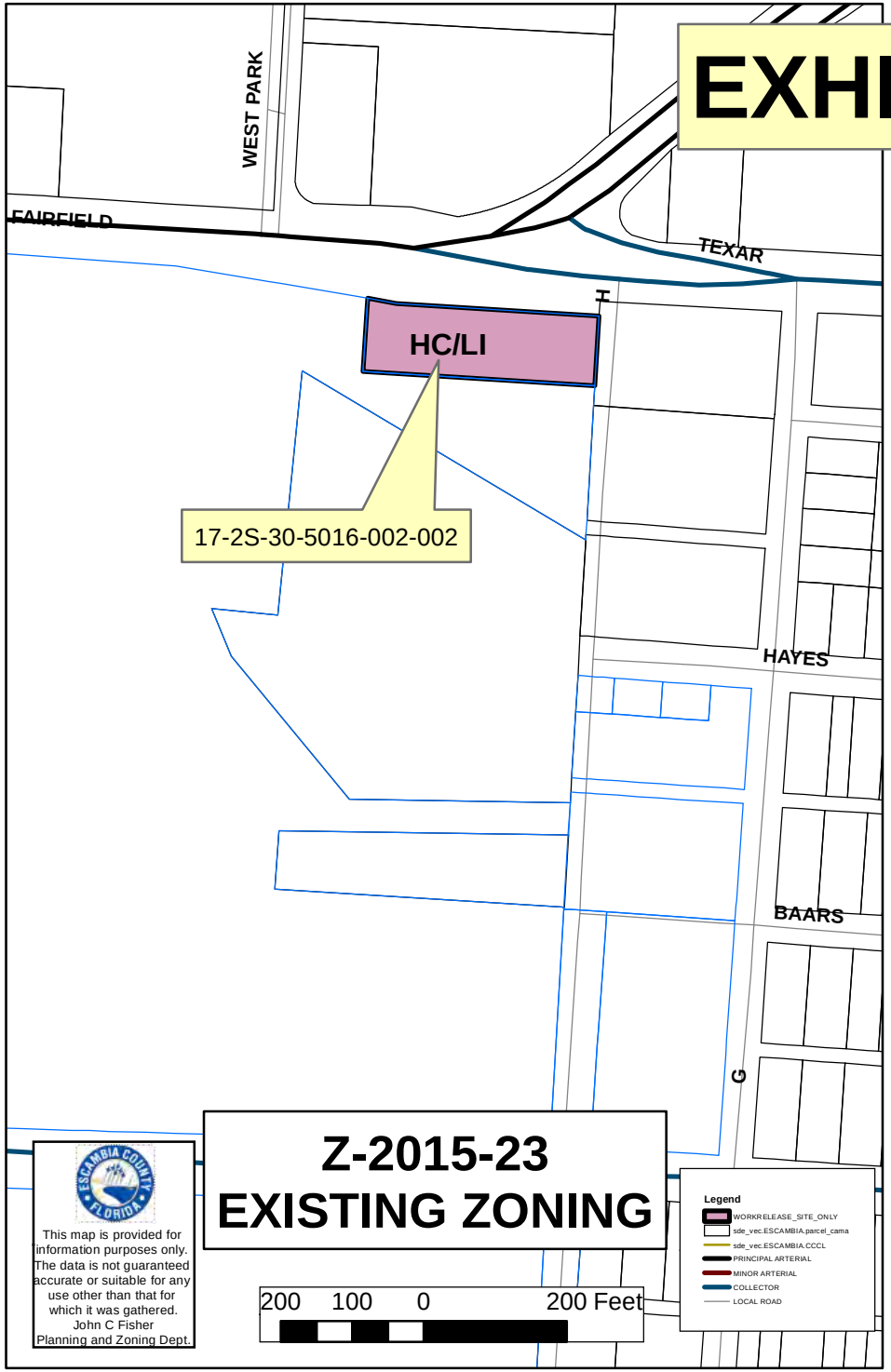
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

EXHIBIT B


WEST PARK
FAIRFIELD
TEXAR
I
HC/LI
17-2S-30-5016-002-002
HAYES
BAARS
G
Z-2015-23
EXISTING ZONING
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.
200 100 0 200 Feet
Legend
WORKRELEASE_SITE_ONLY
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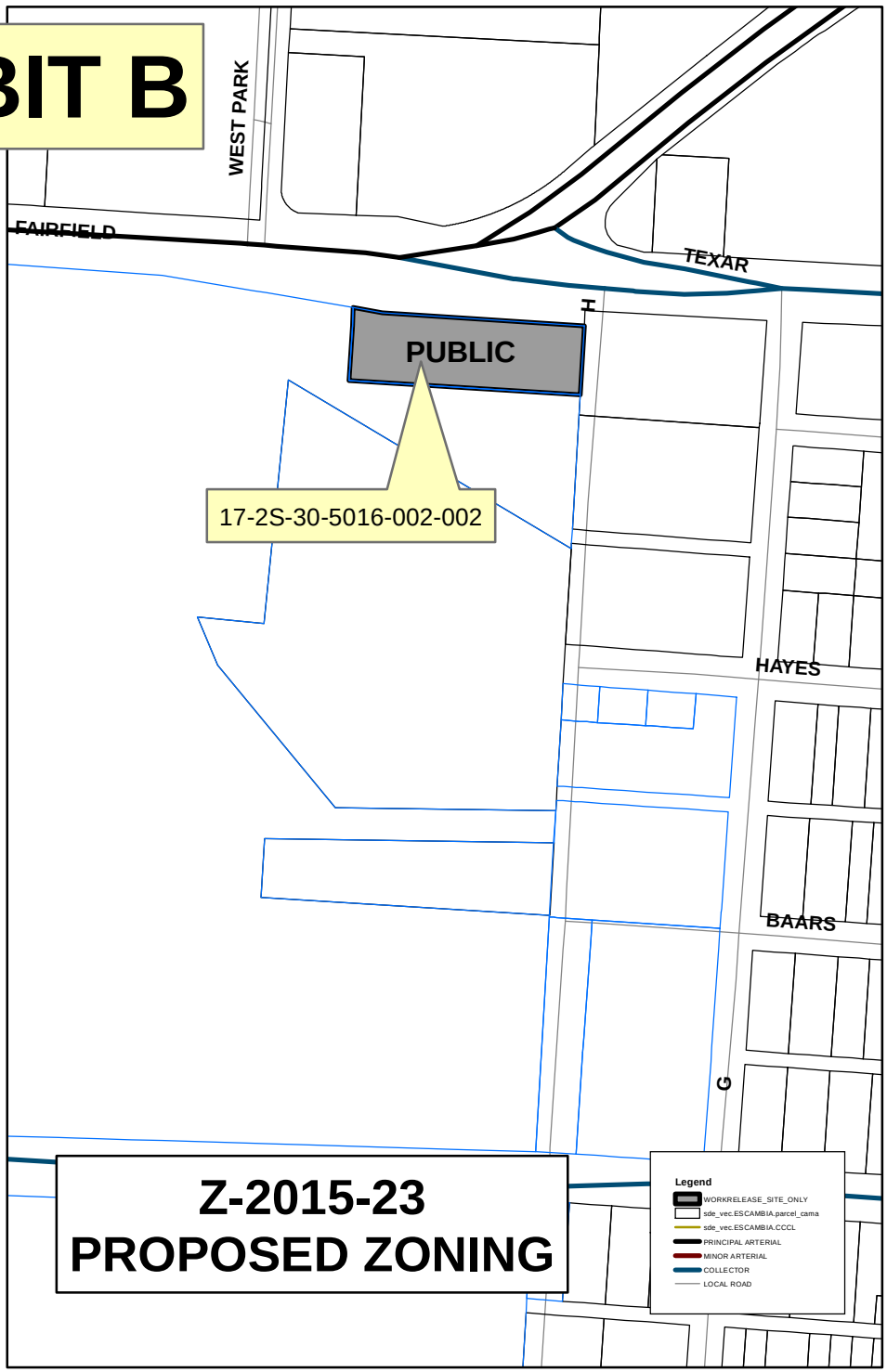
sde_vec.ESCAMBIA.CCCL
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


WEST PARK
FAIRFIELD
TEXAR
I
PUBLIC
17-2S-30-5016-002-002
HAYES
BAARS
G
Z-2015-23
PROPOSED ZONING
Legend
WORKRELEASE_SITE_ONLY
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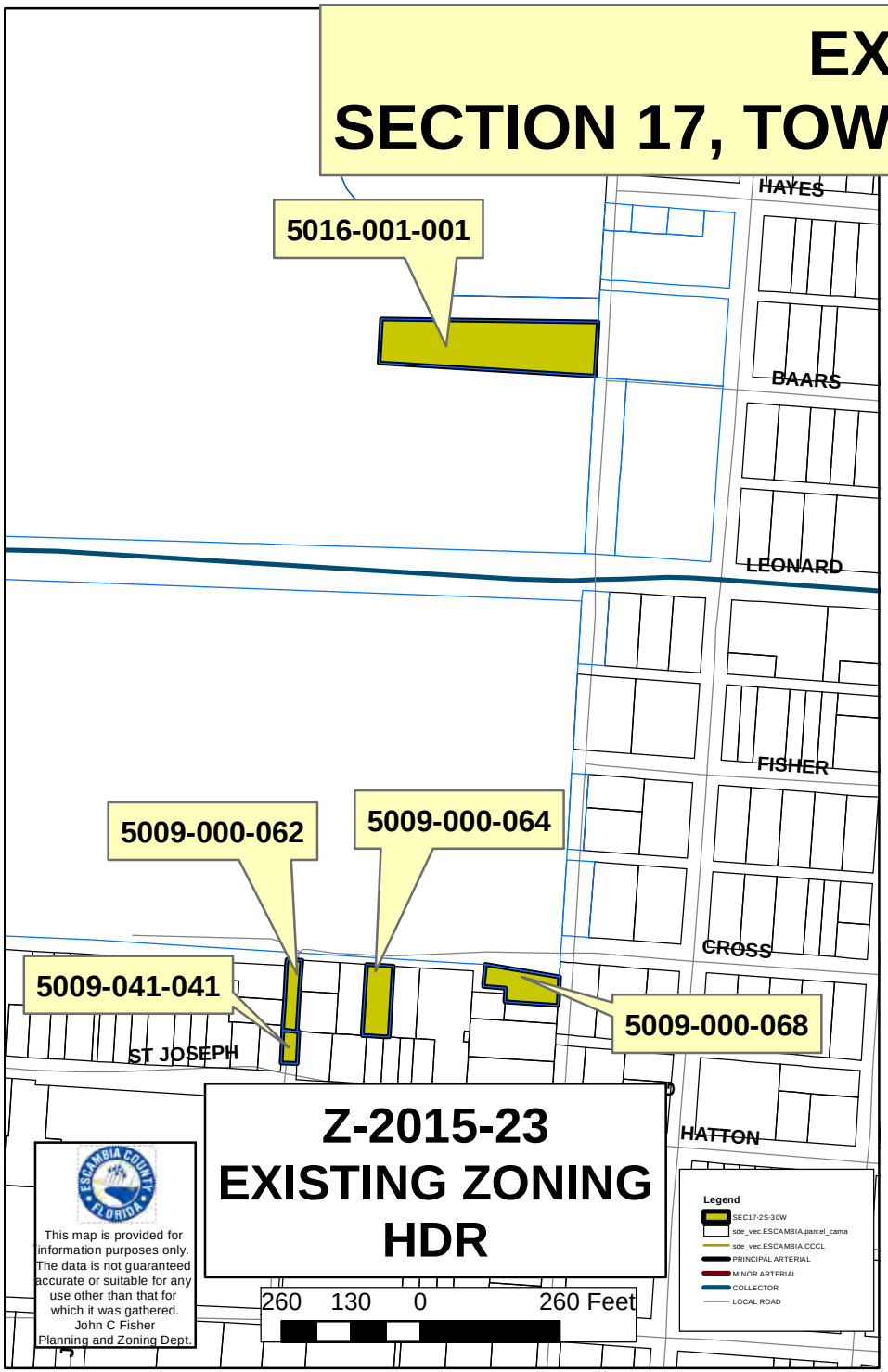
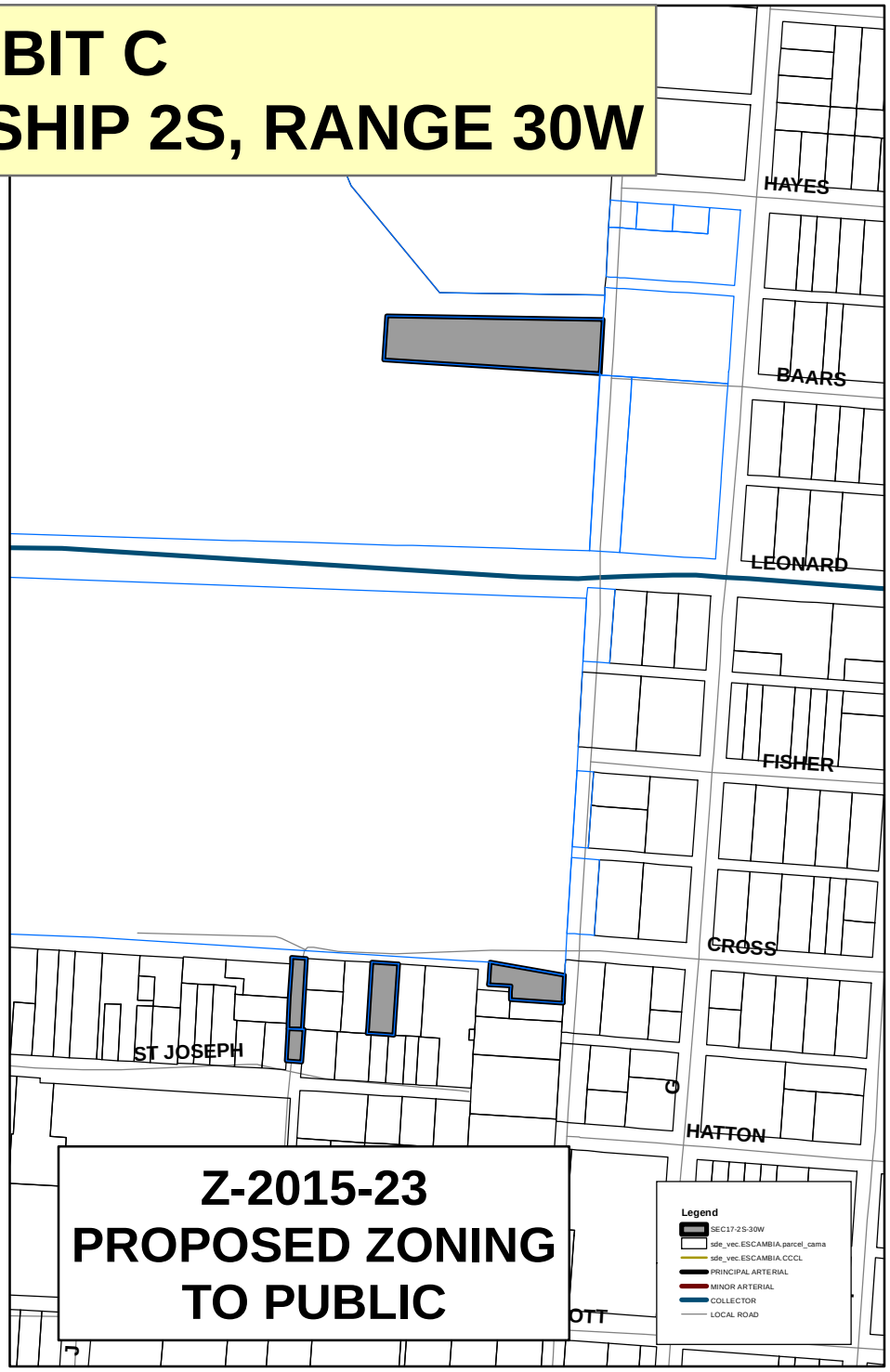
sde_vec.ESCAMBIA.CCCL
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

EXHIBIT C
SECTION 17, TOWNSHIP 2S, RANGE 30W





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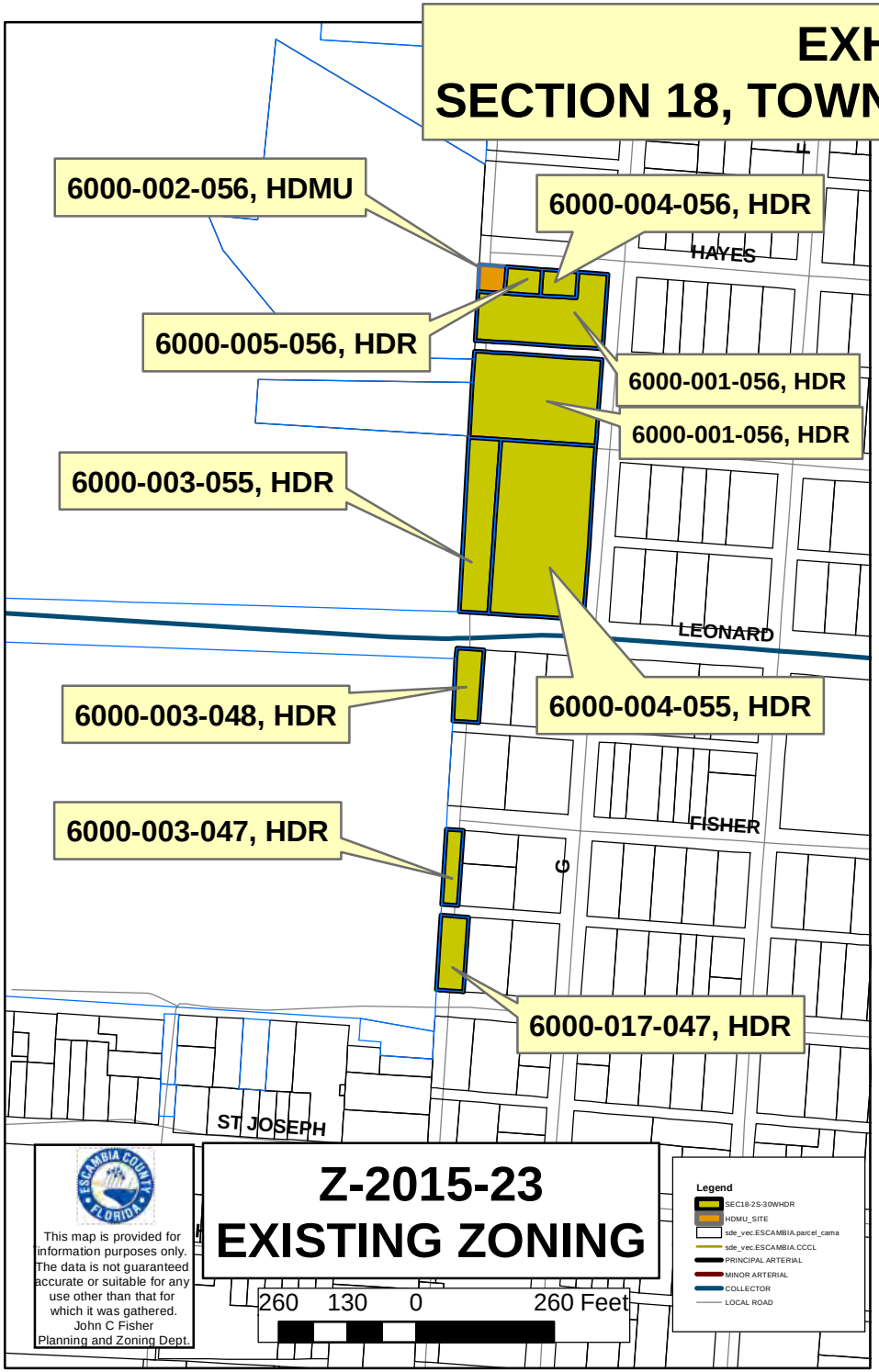
SECTION 18, TOWNSHIP 2S, RANGE 30W



Public Hearing Sign

Looking North Across Leonard Street and along "L" Street.

Looking East along Leonard Street.

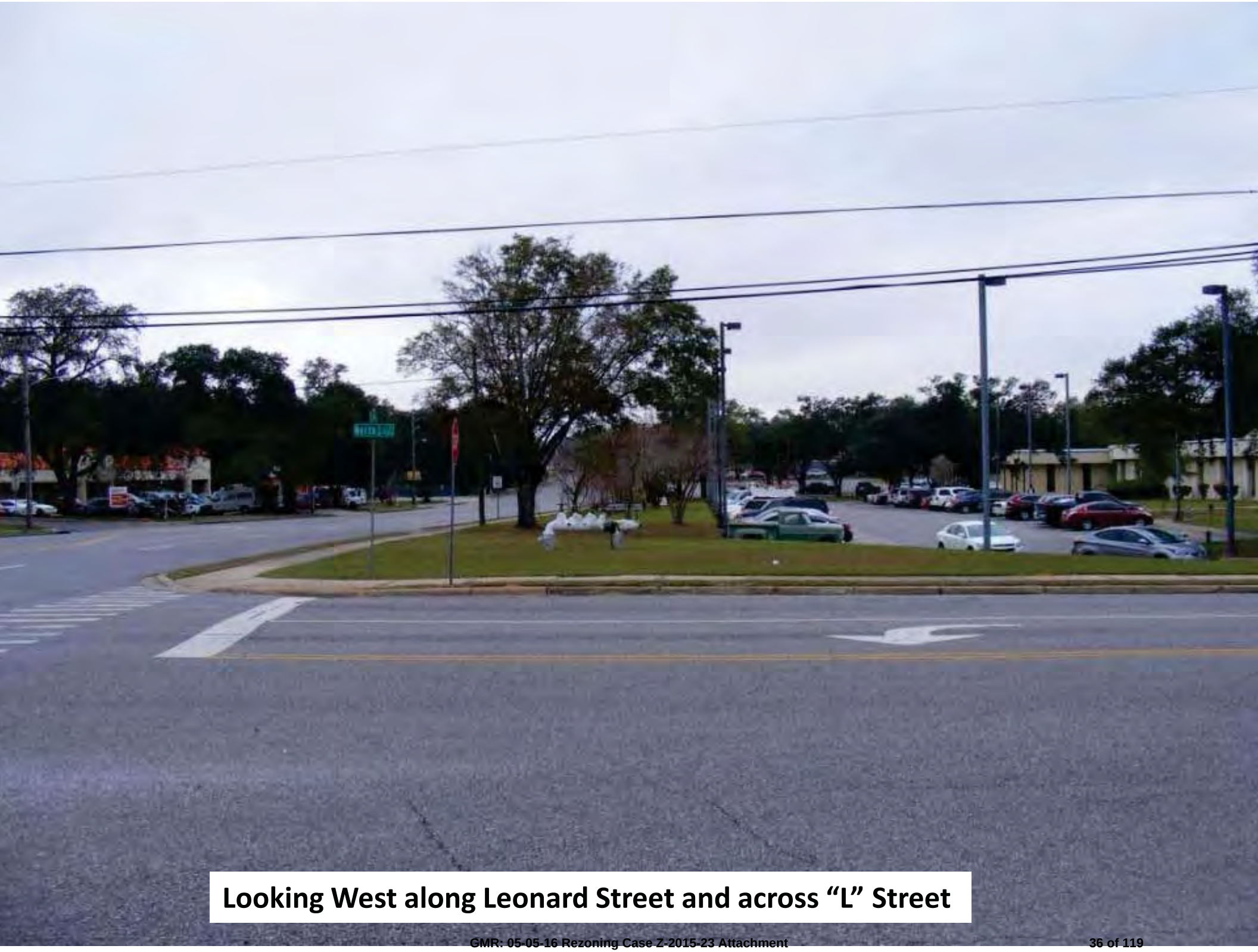
Looking Southeast on Stormwater Pond area.

Looking South From Leonard Street

Public Hearing Sign

Looking East Along Leonard Street from the Corner of “L” Street.

Looking South across Leonard Street



Looking West along Leonard Street and across “L” Street

Looking North along “L” Street from the corner of Leonard Street

Public Hearing Sign

Public Hearing Sign Looking South Along "H" Street

Looking West on Recreation Site from “H” Street.

Looking North Along "H" Street

Looking NE on the Corner of "H" Street and Leonard Street.

Public Hearing Sign

Looking East along Leonard Street

Looking Southeast Corner of "H" Street and across Leonard Street

Looking South Across Leonard Street from the corner of “H” Street.

Looking North along “H” Street

Public Hearing Sign on Fairfield Drive.

Looking East Along Fairfield Drive

Looking North across Fairfield Drive.

Looking Northeast along Fairfield Drive.

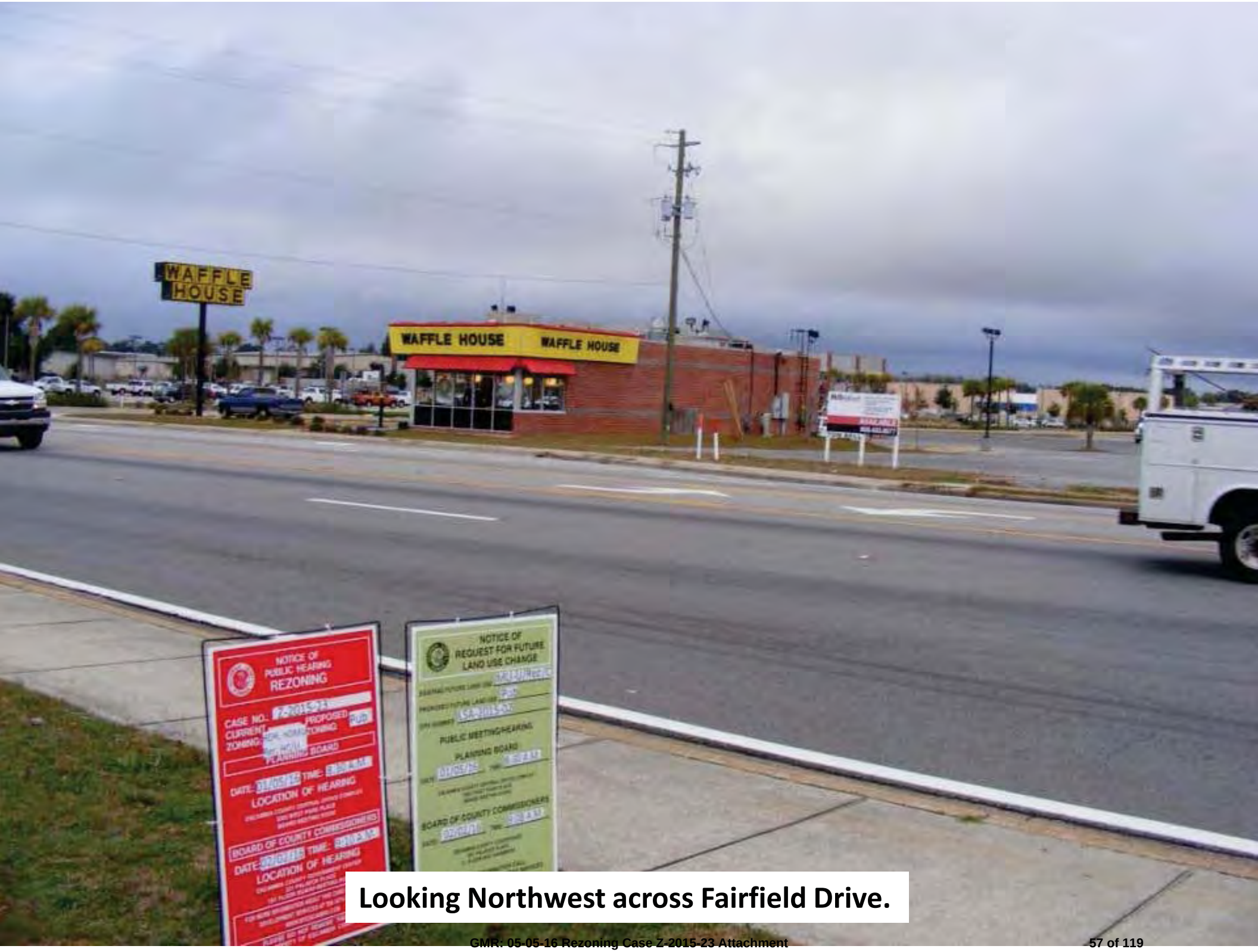
Looking Southeast from Fairfield Drive

Looking West along Fairfield Drive.

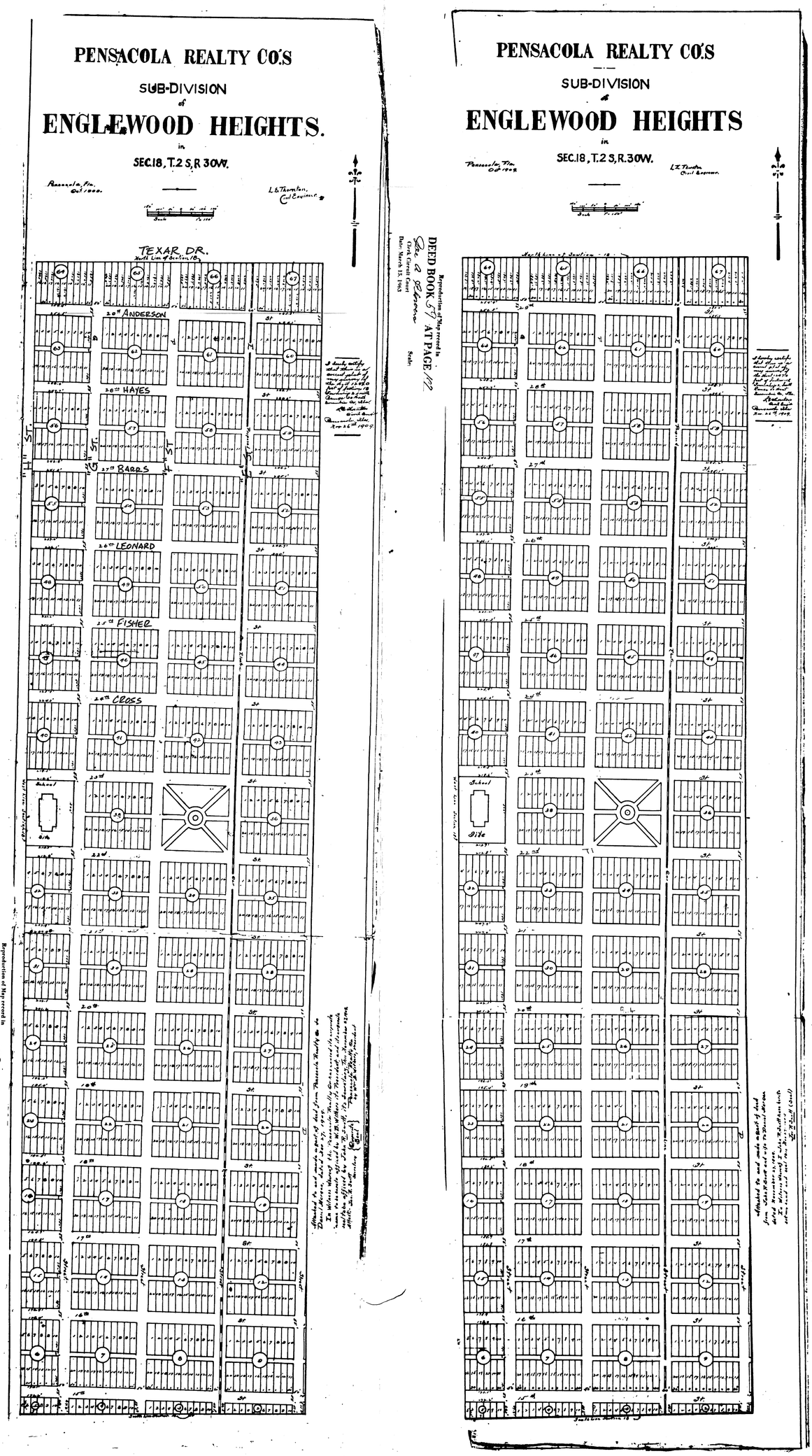
Public Hearing Sign on Fairfield Drive.

Looking East along Fairfield Drive

Looking West along Fairfield



Looking Northwest across Fairfield Drive.



55 of 119
GMR-05-06-16 Rezoning Case Z-2015-03 Attachment

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	172S305009000062
Account:	062404000
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	I ST 32501
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1976	1247	891	$100	QC	View Instr
01/1970	483	495	$100	WD	View Instr
01/1967	352	240	$2,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG AT NE COR OF S1/2 OF LT 9 BRAINERD & MCINTYRE S/D S 148 FT W 482 FT FOR BEG CONTINUE W 28 FT N 133 FT E 28 FT S 133...

Extra Features
None

Parcel Information

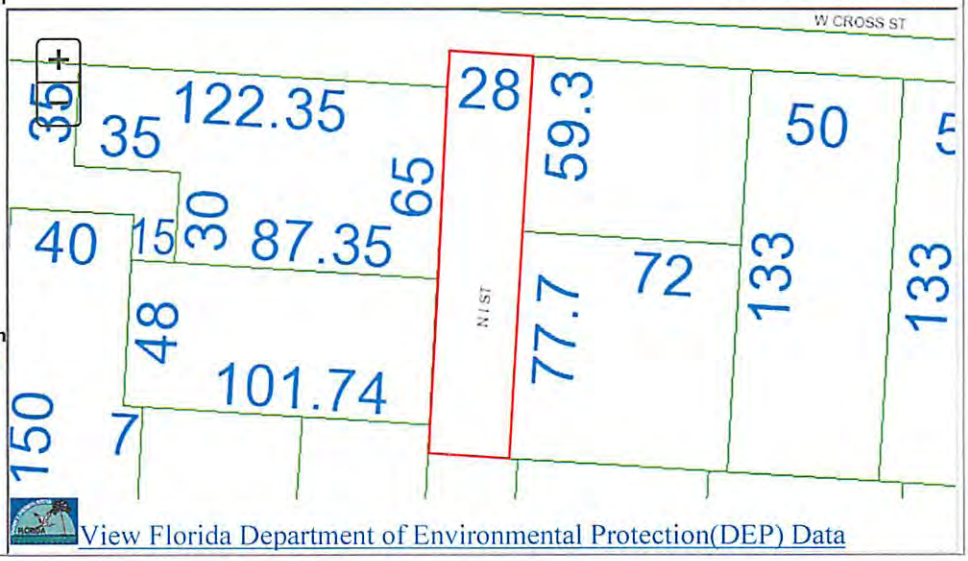
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.0800

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

QUIT CLAIM DEED

State of Florida
Escambia County

This instrument was prepared by
Joe A. Flowers, County Comptroller
Escambia County Courthouse
Pensacola, Florida

OFFICIAL RECORD BOOK 1247 PAGE 891

KNOW ALL MEN BY THESE PRESENTS, That Byron M. Peoples

for and in consideration of one dollar and other good and valuable considerations DOLLARS

the receipt whereof is hereby acknowledged, do remise, release, and quit claim unto Escambia County, Florida

its heirs, executors, administrators and assigns, forever, the following described property, situated in the County of Escambia State of Florida to-wit:

Begin at the Northeast corner of the South half of Lot 9, South 148 feet, West 482 feet for point of beginning, continue West 28 feet, North 133 feet, East 28 feet, South 133 feet to beginning, or part of Lot 1 of unrecorded plat of Peakman's Pike Subdivision, Section 17, Township 2 South, Range 30 West.

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
00.30

FLORIDA
SUR TAX
00.55

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18th day of June A. D. 1976

Byron M. Peoples (SEAL)

(SEAL)

Signed, sealed and delivered in the presence of

Blaine Farmer

Maxine Skelton

FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO. FLA. ON AUG 21 3 18 PM '78
IN BOOK 1247 PAGE 891
JOE A. FLOWERS, COMPTROLLER
ESCAMBIA COUNTY

State of Florida,
Escambia County

This day, before the undersigned, personally appeared Byron M. Peoples

to me well known to be the individual described in and who executed the foregoing Deed of Conveyance, and acknowledged that he executed the same for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this 18th day of June A. D. 1976

Blaine Farmer

My Commission Expires
April 21, 1978

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	172S305009000064
Account:	062406000
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL PENSACOLA, FL 32502
Situs:	1209 W CROSS ST 32501
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$6,318	$0	$6,318	$6,318
2014	$6,318	$0	$6,318	$6,318
2013	$6,318	$0	$6,318	$6,318

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
05/02/2014	7166	629	$100	TD	View Instr
12/1985	2156	182	$1,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG 148 FT S OF NE COR OF S1/2 OF LT 9 BRAINERD & MCINTYRE S /D W 310 FT FOR BEG CONTINUE W 50 FT N 133 FT E 50 FT S 133...

Extra Features
None

Parcel Information

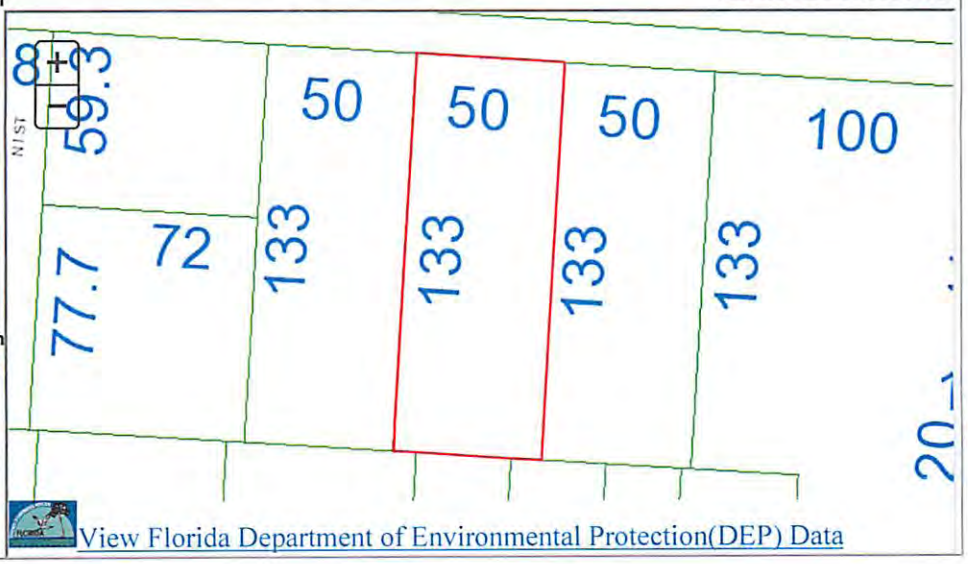
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.1527

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Recorded in Public Records 05/06/2014 at 10:21 AM OR Book 7166 Page 629, Instrument #2014031069, Pam Childers Clerk of the Circuit Court Escambia County, FL

DEED
ESCHEATED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

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

WHEREAS, Tax Certification No. 03165 was issued on May 30, 2008, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 2nd day of May, 2011, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County,Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the **Escambia County Board of County Commissioners,** Escambia County, Florida, 221 Palafox Place, Pensacola, Florida, 32502, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

BEG 148 FT S OF NE COR OF S1/2 OF LT 9 BRAINERD & MCINTYRE S/D W 310 FT FOR BEG CONTINUE W 50 FT N 133 FT E 50 FT S 133 FT TO BEG LT 4 UNRECORDED PLAT OF PEAKMANS PIKE S/D OR 2156 P 182

SECTION 17, TOWNSHIP 2 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 172S305009000064
TAX ACCOUNT NUMBER 062406000

** Property previously assessed to: EST OF JOHN RIVERS

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 2nd day of May, 2014.

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

WITNESSES:

Mylinda Johnson

Emily Hogg

(OFFICIAL SEAL)

State of Florida
County of Escambia

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

GIVEN under my hand and official seal this 2nd day of May, 2014.

Pam Childers, Clerk of the Circuit Court

Emily Hogg, Deputy Clerk

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	172S305009000068
Account:	062410000
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1200 BLK W CROSS ST 32501
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$8,203	$0	$8,203	$8,203
2014	$8,203	$0	$8,203	$8,203
2013	$8,203	$0	$8,203	$8,203

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/2005	5765	566	$100	CT	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG 15 FT S OF NE COR OF S1/2 OF LT 9 BRAINERD & MCINTYRE S/ D CONTINUE S 61 FT W 100 FT N 26 FT W 42 FT N 50 FT E 142 FT...

Extra Features
None

Parcel Information

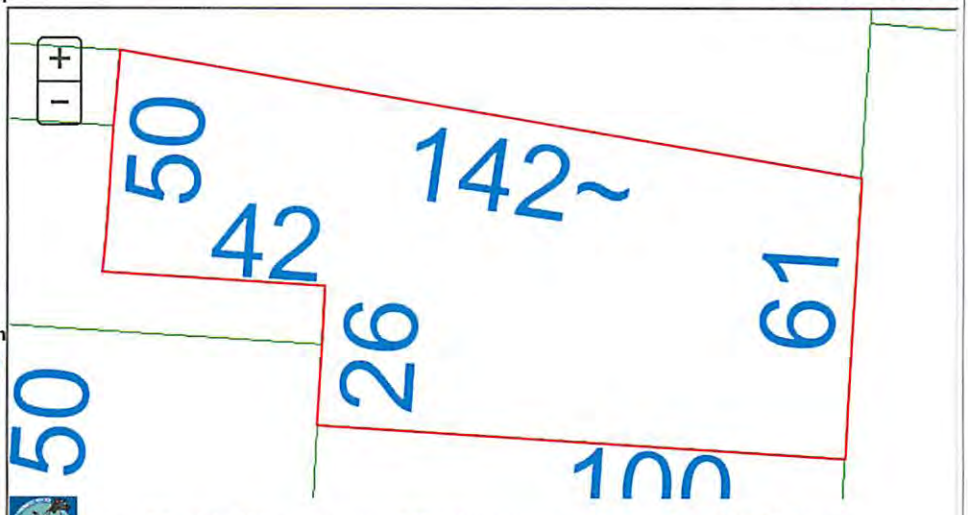
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.1982

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Recorded in Public Records 10/31/2005 at 01:13 PM OR Book 5765 Page 566, Instrument #2005438602, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Deed Stamps $0.70

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
IN AND FOR ESCAMBIA COUNTY, FLORIDA
CIVIL DIVISION

ESCAMBIA COUNTY, FLORIDA,
A political subdivision of
the State of Florida,

Plaintiff

vs.

CASE NO. 2005-CA-689

DIVISION B

CERTAIN LANDS upon which nuisance abatement liens are delinquent,

Defendants.
_____/

CERTIFICATE OF TITLE

THE UNDERSIGNED CLERK of the Court certifies that he executed and filed a Certificate of Sale in this action on October 11, 2005 for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Escambia County, Florida:

County Account Number: 06-2410-000
Legal Description: BEGIN 15 FEET SOUTH OF NE CORNER OF S 1/2 OF LOT 9, CONTINUE SOUTH 61', WEST 100' NORTH 26' WEST 42', N 50', E 142' TO A POINT OF BEGINNING; SECTION 17, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

was sold to the Plaintiff, ESCAMBIA COUNTY, FLORIDA

WITNESS my hand and the Seal of the Court on this 27th day of Oct, 2005.

ERNIE LEE MAGAHA, CLERK
Clerk of Circuit and County Courts

By: _____
Deputy Clerk

Copies furnished to:

Nixon and Associates, Attorney for Plaintiff, 3105 West Waters Avenue, #204, Tampa, Florida 33614.

Estate of William Dortch, Will Dortch and Lelia May Dortch, 1201 W. Cross Street, Pensacola, FL 32501

Suit 1, Property 3

Bid $100.00

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	172S305009041041
Account:	062399500
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	I ST 32501
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
02/1976	1932	978	$100	TD	View Instr
01/1968	374	220	$100	WD	View Instr
01/1966	303	502	$1,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG AT NE COR OF S 1/2 OF LT 9 BRAINERD & MCINTYRE S/D W 510 5/10 FT SLY 135 FT FOR POB S 61 FT E 31 FT N 61 FT W 31 FT...

Extra Features
None

Parcel Information

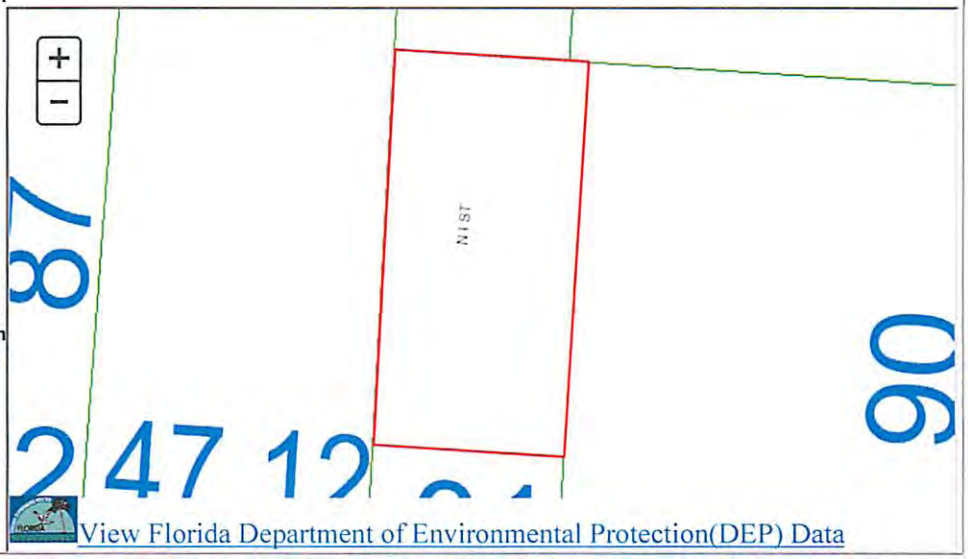
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.0400

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

This instrument was prepared by
Joe A. Flowers, Comptroller
Escambia County Courthouse
Pensacola, FL

O.R. BOOK 1932 PAGE 978

DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WHEREAS, Tax Certificate No. 946 was issued on the 1st day of June, 1973 against the land described hereinbelow, and the Tax Collector of Escambia County, Florida, duly delivered to the Comptroller of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 23rd day of February, 1976, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida pursuant to Section 197.241(5), Florida Statutes; and

WHEREAS, Section 197.241(5), Florida Statutes, directs the Comptroller to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Comptroller, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.241(5), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners of Escambia County, Florida, (whose mailing address is P. O. Box 1111 Pensacola, FL 32595), their successors and assigns, forever, the following described land in Escambia County, Florida, to-wit:

Begin at the NE cor of the S 1/2 of Lot 9, West 510.5 feet, Southerly 135 feet for pob, South 61 feet, East 31 Feet, North 61 feet, West 31 feet to pob, Lot 41 Section 17, Township 2 South, Range 30 West.
Acct. # 06-2399-500.

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Comptroller of said County, I have executed this deed and have hereunto set my official seal this 3rd day of July, 1984.

Witnesses:
Claire Farinas
Patricia Shoemaker

Joe A. Flowers
JOE A. FLOWERS, as Comptroller of Escambia County, Florida

(OFFICIAL SEAL)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned Notary Public, personally appeared JOE A. FLOWERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Comptroller of Escambia County, Florida, who acknowledged that he executed the same as Comptroller for the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 3rd day of July, 1984.

Claire Farinas
Notary Public
My Commission Expires: 4/21/86

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference Restore Full Page Version

General Information

Reference:	172S305016000002
Account:	062439000
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1200 W LEONARD ST 32501
Use Code:	COUNTY OWNED
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$2,763,931	$12,187,991	$14,951,922	$14,951,922
2014	$2,763,931	$12,260,118	$15,024,049	$15,024,049
2013	$2,764,025	$11,834,570	$14,598,595	$14,598,595

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
07/1992	3254	630	$100	WD	View Instr
01/1971	561	1	$100	OT	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions

COUNTY OWNED

Legal Description

N1/2 OF LT 9 ALL LT 16 DB 1/54 3 P 161/179 LESS OR 67 P 284 S TATE RD R/W LESS OR 429 P 980 STATE RD R/W LESS OR 561 P 3 R...

Extra Features

ASPHALT PAVEMENT
BLOCK/BRICK BUILDING
CANOPY
CONCRETE WALKS
DUMBWAITER
ELEVATOR
FRAME BUILDING
METAL SHED
MISC
OPEN PORCH
PARKING LIGHT
UTILITY BLDG
WOOD FENCE

Parcel Information

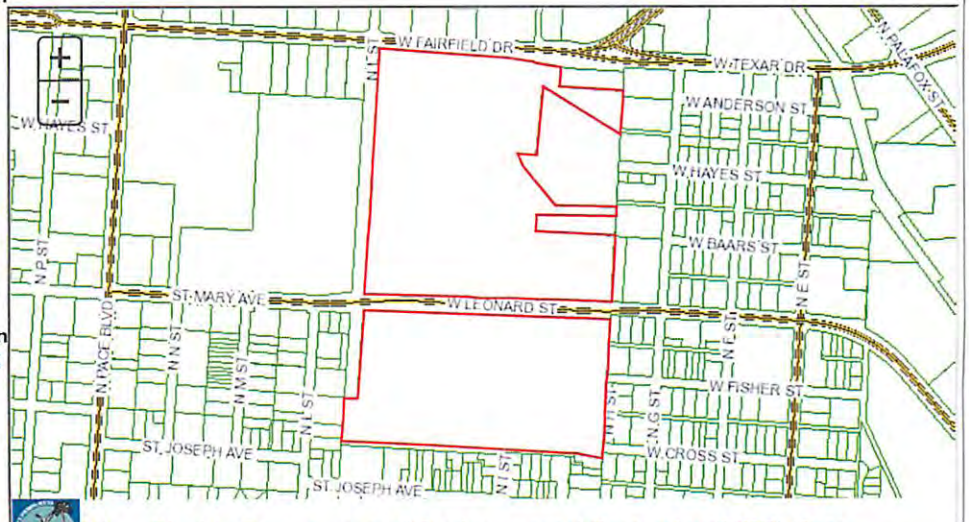
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
48.4900

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

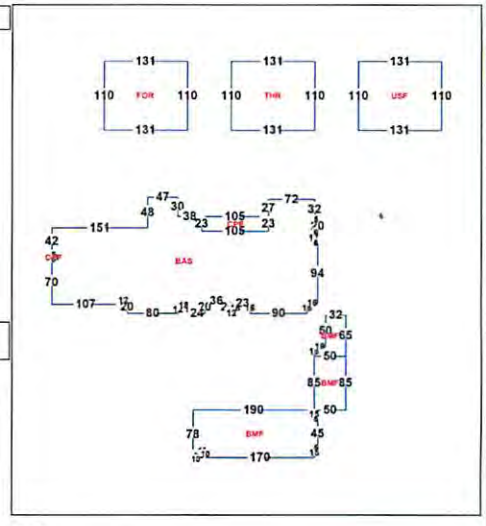
Address:1200 W LEONARD ST, Year Built: 1960, Effective Year: 1980

Structural Elements

DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*180*
EXTERIOR WALL-*STUCCO*
FLOOR COVER-*CARPET*
FOUNDATION-*STRUCTURAL*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*360*
NO. STORIES-*4*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*STEEL TRUSS/FRM*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*RIGID FRAME*

Areas - 124982 Total SF

BASE AREA - *58284*
BASEMENT FIN - *21005*
CARPORT FIN - *2415*
FOURTH STORY - *14410*
OPEN PORCH FIN - *48*
THIRD STORY - *14410*
UPPER STORY FIN - *14410*



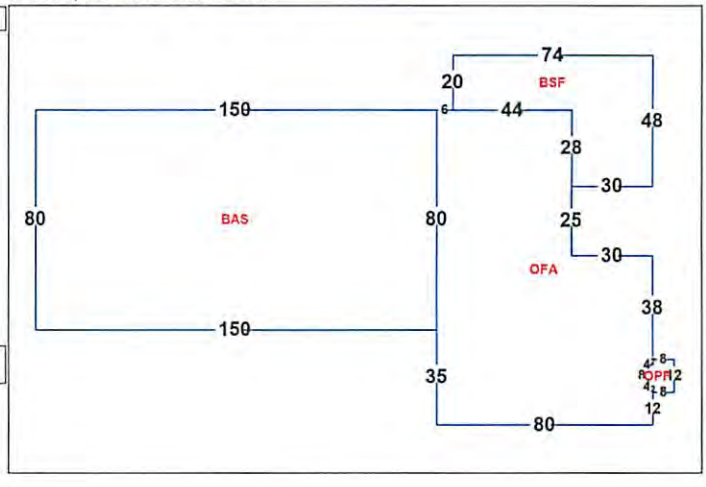
Address:1515 W FAIRFIELD DR, Year Built: 1980, Effective Year: 1980

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*PRECAST PAN/CON*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*STRUCTURAL*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*6*
NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*CONCRETE*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*CONCRTE REINFRD*

Areas - 22026 Total SF

BASE AREA - *12000*
BASE SEMI FIN - *2320*
OFFICE AVG - *7578*
OPEN PORCH FIN - *128*



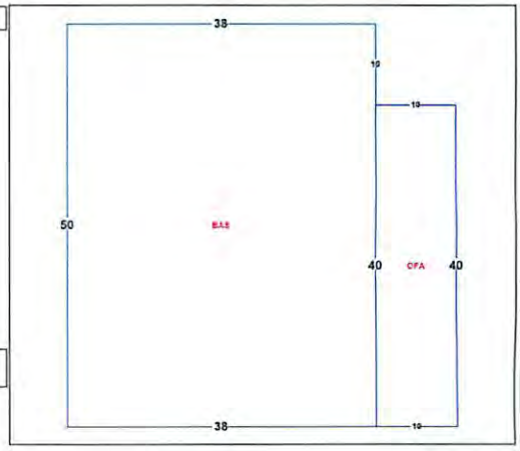
Year Built: 1980, Effective Year: 1980

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*PRECAST PAN/CON*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*STRUCTURAL*
HEAT/AIR-*NONE*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*CONCRETE*
STORY HEIGHT-*20*
STRUCTURAL FRAME-*CONCRTE REINFRD*

Areas - 2300 Total SF

BASE AREA - *1900*
OFFICE AVG - *400*



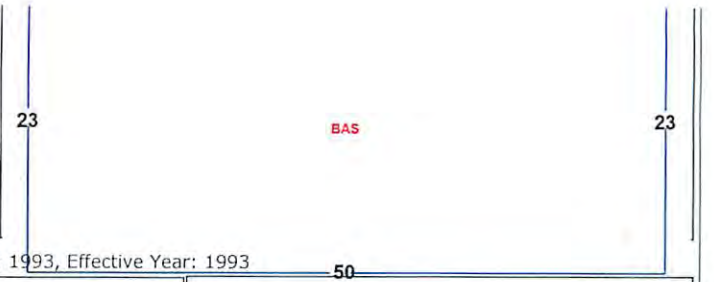
Year Built: 1980, Effective Year: 1980

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*PRECAST PAN/CON*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*NONE*
INTERIOR WALL-*EXPOSED BLK/BRK*

NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*CONCRETE*
STORY HEIGHT-*20*
STRUCTURAL FRAME-*WOOD FRAME*

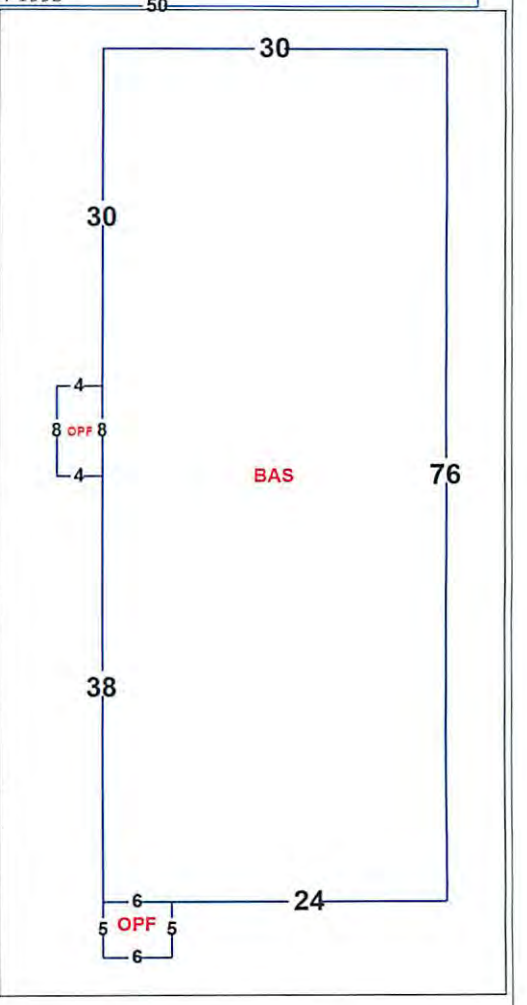
Areas - 1150 Total SF
BASE AREA - *1150*



Address:1770 W LEONARD ST, Year Built: 1993, Effective Year: 1993

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*60*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*15*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

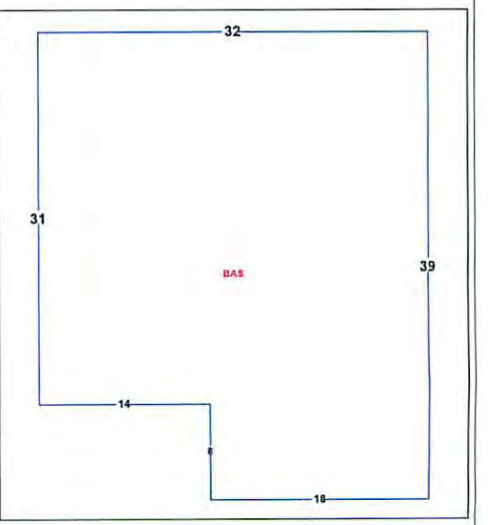
Areas - 2342 Total SF
BASE AREA - *2280*
OPEN PORCH FIN - *62*



Address:3101 N H ST, Year Built: 1960, Effective Year: 1960

Structural Elements
DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*ASPHALT TILE*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*8*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

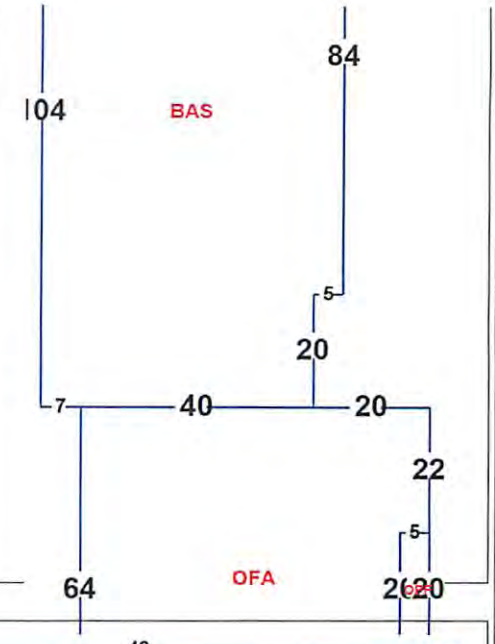
Areas - 1136 Total SF
BASE AREA - *1136*



Address:2751 N H ST, Year Built: 1988, Effective Year: 1988

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*8*
NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*STEEL TRUSS/FRM*
STORY HEIGHT-*18*
STRUCTURAL FRAME-*MASONRY PIL/STL*

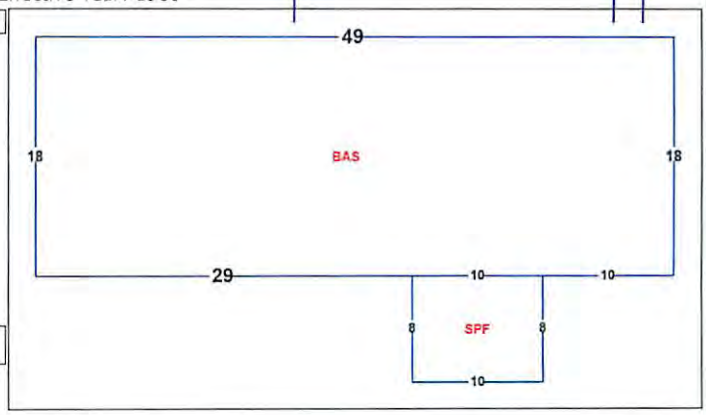
Areas - 9048 Total SF
BASE AREA - *5308*
OFFICE AVG - *3640*
OPEN PORCH FIN - *100*



Address:3105 N H ST, Year Built: 1960, Effective Year: 1960

Structural Elements
DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*6*
EXTERIOR WALL-*SIDING-BLW.AVG.*
FLOOR COVER-*ASPHALT TILE*
FOUNDATION-*WOOD/NO SUB FLR*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*4*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

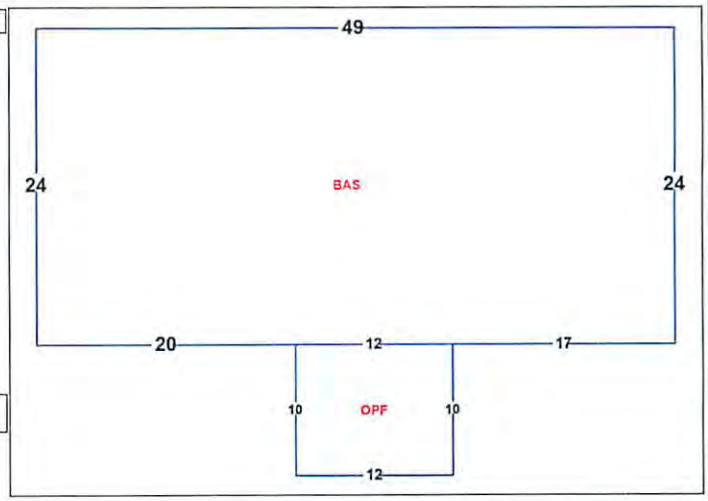
Areas - 962 Total SF
BASE AREA - *882*
SCRN PORCH FIN - *80*



Year Built: 1960, Effective Year: 1960

Structural Elements
DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*6*
EXTERIOR WALL-*SIDING-BLW.AVG.*
FLOOR COVER-*ASPHALT TILE*
FOUNDATION-*WOOD/NO SUB FLR*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*4*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

Areas - 1296 Total SF
BASE AREA - *1176*
OPEN PORCH FIN - *120*

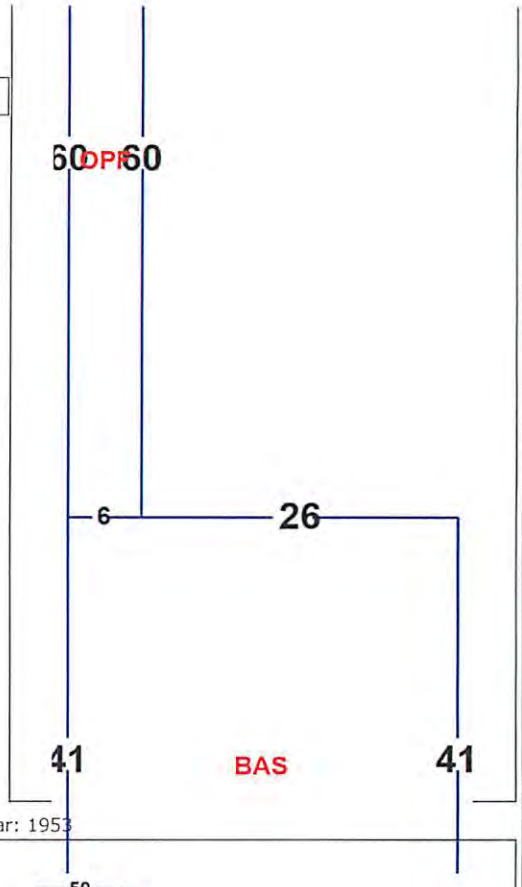


Year Built: 1960, Effective Year: 1960

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*6*
EXTERIOR WALL-*BRICK-COMMON*
FLOOR COVER-*ASPHALT TILE*
FOUNDATION-*WOOD/SUB FLOOR*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*4*
NO. STORIES-*1*
ROOF COVER-*ASBESTOS/WOOD S*

ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

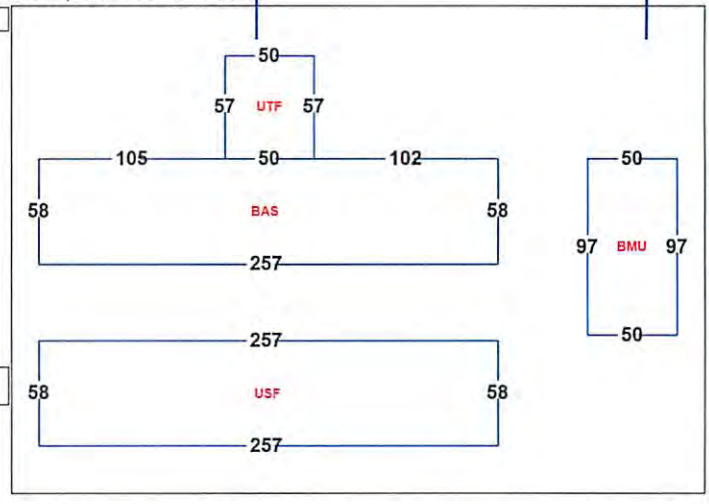
Areas - 1672 Total SF
BASE AREA - *1312*
OPEN PORCH FIN - *360*



Address:1700 W LEONARD ST, Year Built: 1953, Effective Year: 1953

Structural Elements
DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*80*
EXTERIOR WALL-*BRICK-BLK.BKUP.*
FLOOR COVER-*TILE/STAIN CONC/BRICK*
FOUNDATION-*STRUCTURAL*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*173*
NO. STORIES-*2*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*CONCRETE*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*MASONRY PIL/STL*

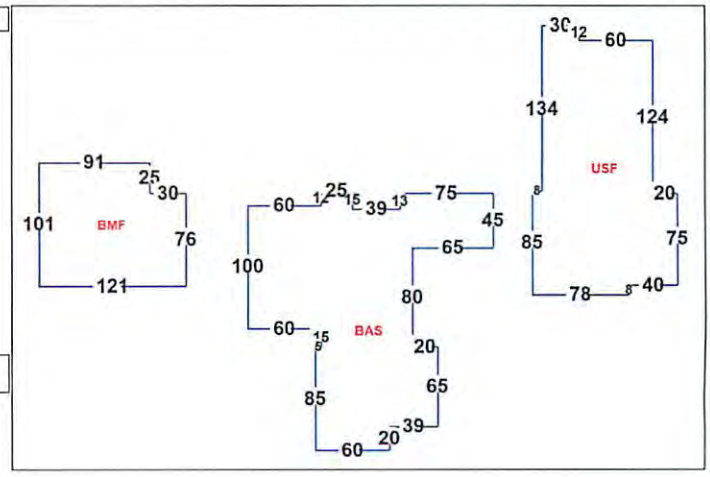
Areas - 37512 Total SF
BASE AREA - *14906*
BASEMENT UNF - *4850*
UPPER STORY FIN - *14906*
UTILITY FIN - *2850*



Year Built: 1980, Effective Year: 1990

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*PRECAST PAN/CON*
FLOOR COVER-*CARPET*
FOUNDATION-*STRUCTURAL*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*74*
NO. STORIES-*2*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*CONCRETE*
STORY HEIGHT-*14*
STRUCTURAL FRAME-*RIGID FRAME*

Areas - 57834 Total SF
BASE AREA - *25353*
BASEMENT FIN - *11471*
UPPER STORY FIN - *21010*



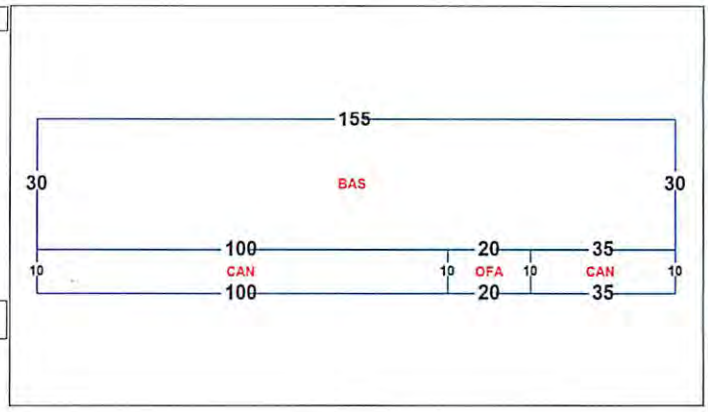
Year Built: 1980, Effective Year: 1980

Structural Elements

DECOR/MILLWORK-*MINIMUM*
DWELLING UNITS-*0*
EXTERIOR WALL-*METAL-MODULAR*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*UNFINISHED*
NO. STORIES-*1*
ROOF COVER-*METAL/MODULAR*
ROOF FRAMING-*RIGID FRAME/BAR*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*RIGID FRAME*

Areas - 6200 Total SF

BASE AREA - *4650*
CANOPY - *1350*
OFFICE AVG - *200*



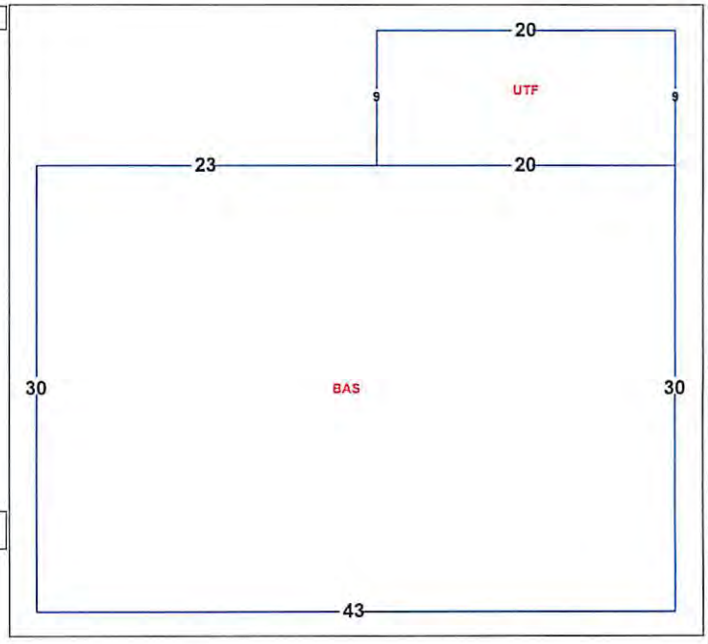
Year Built: 1975, Effective Year: 1975

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*4*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*RIGID FRAME/BAR*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*MASONRY PIL/STL*

Areas - 1470 Total SF

BASE AREA - *1290*
UTILITY FIN - *180*



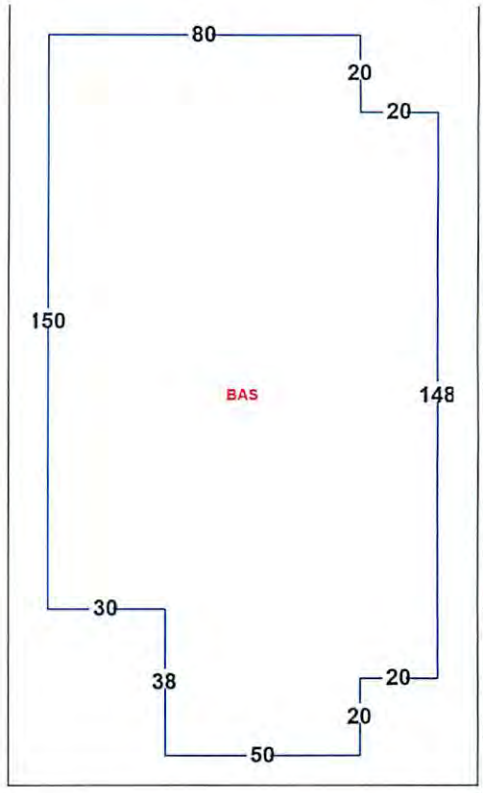
Year Built: 1978, Effective Year: 1978

Structural Elements

DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ABOVE GRDE*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*4*
NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*RIGID FRAME/BAR*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*MASONRY PIL/STL*

Areas - 16860 Total SF

BASE AREA - *16860*



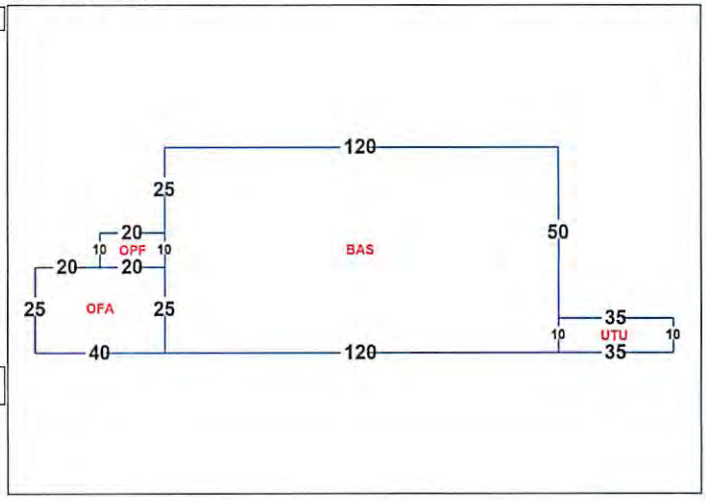
Address:2930 N L ST, Year Built: 1960, Effective Year: 1960

Structural Elements

DECOR/MILLWORK-*MINIMUM*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
EXTERIOR WALL-*SIDING-BLW.AVG.*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*UNIT HEATERS*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*8*
NO. STORIES-*1*
ROOF COVER-*CORRUGATED METL*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*MASONRY PIL/STL*

Areas - 8750 Total SF

BASE AREA - *7200*
OFFICE AVG - *1000*
OPEN PORCH FIN - *200*
UTILITY UNF - *350*



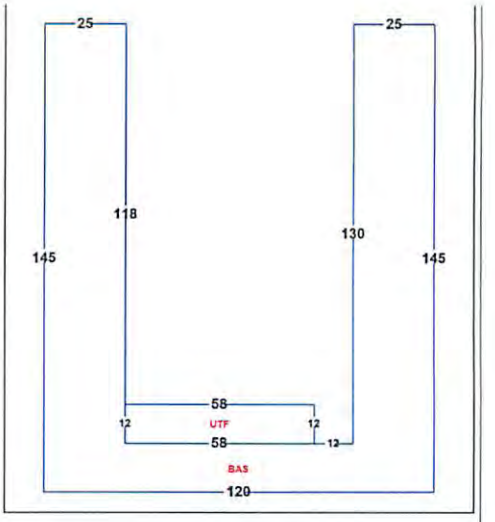
Address:3050 N L ST, Year Built: 1974, Effective Year: 1974

Structural Elements

DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*METAL-MODULAR*
FLOOR COVER-*ASPHALT TILE*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*16*
NO. STORIES-*1*
ROOF COVER-*BLT UP MTL/GYP*
ROOF FRAMING-*RIGID FRAME/BAR*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*RIGID FRAME*

Areas - 8996 Total SF

BASE AREA - *8300*
UTILITY FIN - *696*



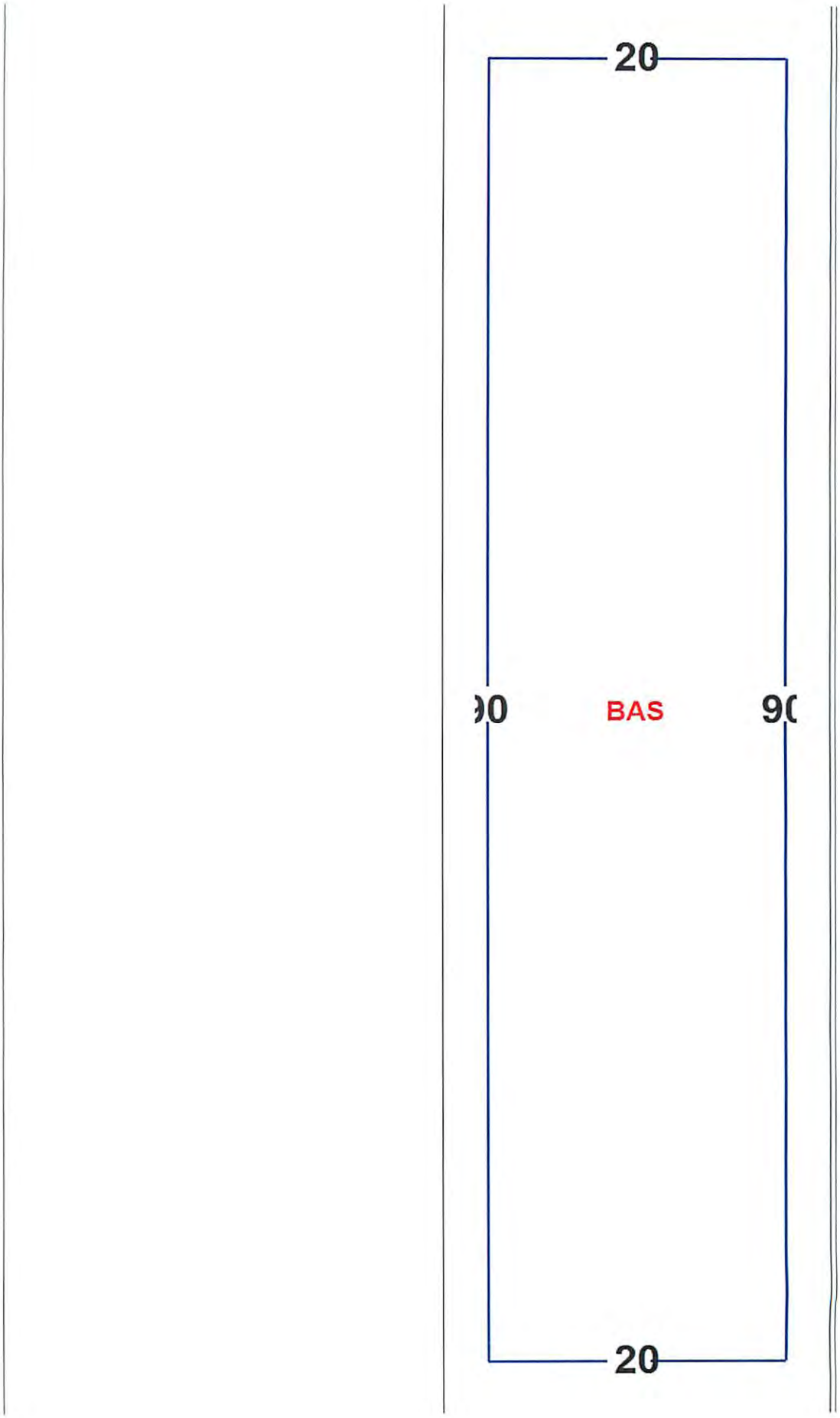
Address:3151 N H ST, Year Built: 1989, Effective Year: 1989

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*NONE*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*10*
STRUCTURAL FRAME-*MASONRY PIL/STL*

Areas - 1800 Total SF

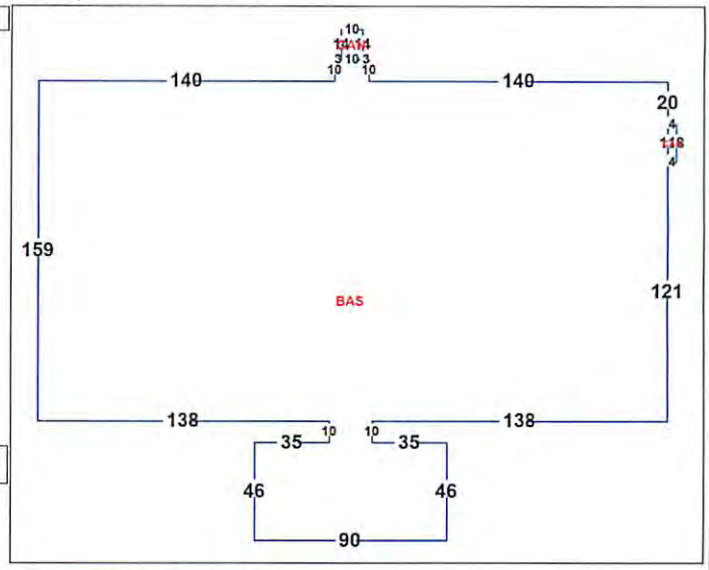
BASE AREA - *1800*


20
)0
BAS
90
20

Address:1295 W FAIRFIELD DR, Year Built: 1996, Effective Year: 1996

Structural Elements

DECOR/MILLWORK-*ABOVE AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*STUCCO*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*33*
NO. STORIES-*1*
ROOF COVER-*ENAMEL METAL*
ROOF FRAMING-*STEEL TRUSS/FRM*
STORY HEIGHT-*12*
STRUCTURAL FRAME-*RIGID FRAME*

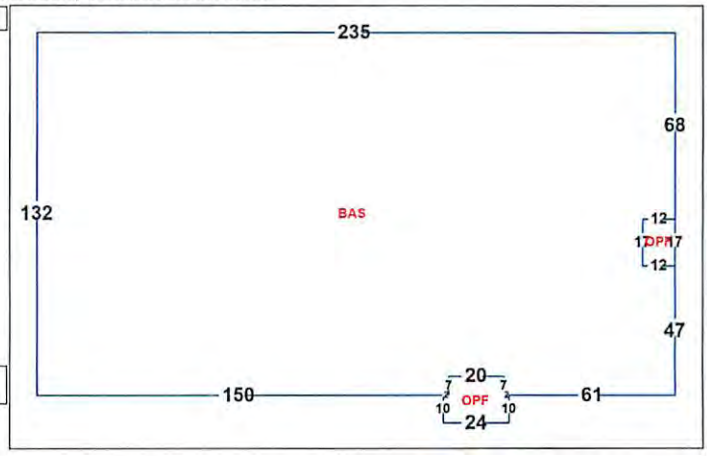


Areas - 51776 Total SF
BASE AREA - *51564*
CANOPY - *212*

Address:1211 W FAIRFIELD DR, Year Built: 2005, Effective Year: 2005

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CB DECORATIVE*
EXTERIOR WALL-*METAL-MODULAR*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*EXPOSED BLK/BRK*
NO. PLUMBING FIXTURES-*54*
NO. STORIES-*1*
ROOF COVER-*METAL/MODULAR*
ROOF FRAMING-*STEEL TRUSS/FRM*
STORY HEIGHT-*14*
STRUCTURAL FRAME-*MASONRY PIL/STL*

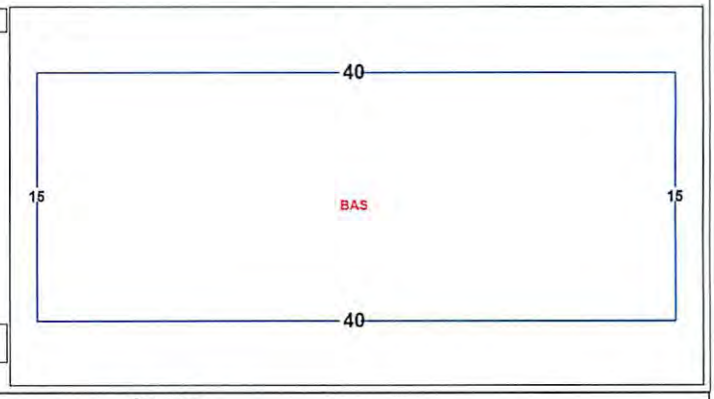


Areas - 31260 Total SF
BASE AREA - *30676*
OPEN PORCH FIN - *584*

Year Built: 2006, Effective Year: 2006

Structural Elements

DECOR/MILLWORK-*NONE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CONCRETE-FINISH*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*NONE*
INTERIOR WALL-*WOOD/WALLBOARD*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*HIP*
STORY HEIGHT-*10*
STRUCTURAL FRAME-*MASONRY PIL/STL*



Areas - 600 Total SF
BASE AREA - *600*

Images

7/14/06

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.

17-2S-30

3254 630 9/22/92 P.4

13+2 Due

T

CORRECTIVE SPECIAL WARRANTY DEED

STATE OF FLORIDA

ss.

COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS that **THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA,** ("Grantor") (whose mailing address is 215 W. Garden St., Pensacola, FL 32501) for and in consideration of Ten and No/100 ($10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, does bargain, sell, convey and grant unto **ESCAMBIA COUNTY, FLORIDA,** ("Grantee") (whose mailing address is Escambia County Courthouse, Pensacola, Florida 32501) its successors and assigns, forever, the following described real property, situate, lying and being in the City of Pensacola, Escambia County, Florida, to-wit:

> 5.06 acres in Section 17, Township 2 South, Range 30 West, described as follows: From the northeast corner of said Section 17, run westerly along the North line thereof a distance of 312 feet to the West line of the "Farmers' Market" for "point of beginning" of this description; thence run, Southerly, parallel to the East line of said Section 17, a distance of 525 feet to a point, thence go Westerly, parallel to the north line of said Section, 420 feet to a point, thence go Northerly, parallel to the East line of said Section 17, a distance of 525 feet to a point on the North line of said Section; thence go Easterly, along the North line of said Section to "point of beginning"; all lying and being in Section 17, Township 2 South, Range 30 West, Escambia County, Florida, and containing 5.06 acres, more or less.
>
> LESS AND EXCEPT any portion thereof lying within the right of way of Fairfield Drive.
>
> Property Appraiser ID No. 172S30 5016 000 001

Subject to taxes for the current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed.

And further subject to that certain Lease Agreement between Grantor and the District Board of Trustees of Pensacola Junior College, Florida, dated December 21, 1984, concerning the construction and operation of a television transmission tower on a portion of said property. The Grantee agrees to honor such lease. The Grantee further agrees to assure to Grantor reasonable access for the operation, maintenance, replacement and repair of antennas of Grantor located on said tower.

And the said Grantor does hereby fully warrant the title to

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	172S305016001001
Account:	062438100
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	3101 N H ST 32501
Use Code:	COUNTY OWNED
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$34,771	$328,074	$362,845	$309,911
2014	$34,771	$328,058	$362,829	$281,738
2013	$34,865	$325,216	$360,081	$256,126

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
05/2004	5475	314	$110,000	WD	View Instr
01/1996	3907	919	$100	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG NW COR THEN S 2 DEG 4 MIN 47 SEC W 315 57/100 FT N 87 DE G 55 MIN 13 SEC W 13 FT TO A C ONCRETE MONUMENT ON WLY R/W LI...

Extra Features
None

Parcel Information

Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.6100

Zoned:
HDR

Evacuation & Flood Information
Open Report

View Florida Department of Environmental Protection(DEP) Data

OR BK 5475 PG0314
Escambia County, Florida
INSTRUMENT 2004-274027

DEED DOC STAMPS PD @ ESC CO $ 770.00
08/11/04 ERNIE LEE MAGAHA, CLERK

18.50
770.00

This Document Was Prepared by:
Office of the County Attorney
14 West Government Street, Room 411
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 21st day of MAY, 2004, by and between Council on Aging of West Florida, Inc., a Florida non-profit corporation, whose address is 21 South Tarragona Street, Pensacola, Florida 32502 (Grantor), and Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 223 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, its successors and assigns forever, the following described land (Property) situated in Escambia County, Florida:

Commence at the Northeast Corner of Section 17, Township 2 South, Range 30 West of Escambia County, Florida: thence run South 02 degrees 04 minutes 47 seconds West for 315.57 feet; thence run North 87 degrees 55 minutes 13 seconds West for 13.00 feet to a concrete monument on the Westerly Right-of-Way line of "H" Street (50' R/W); thence run South 02 degrees 04 minutes 47 seconds West along said R/W for 465.37 feet for the Point of Beginning of this description:

Thence run South 02 degrees 04 minutes 47 seconds West for 100.63 feet; thence run North 87 degrees 55 minutes 13 Seconds West for 389.38 feet; thence run North 02 degrees 04 minutes 47 seconds East for 68.08 feet; thence run North 87 degrees 18 minutes 04 seconds East for 390.74 feet to the Point of Beginning and termination of this description. All lying and being in Section 17, Township 2 South, Range 30 West and containing .75 acres, more or less.

Parcel ID No. 17-2S-30-5016-001-001

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2004 and subsequent years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR covenants with Grantee that at the time of delivery of this deed, Grantor was well seized of the Property; Grantor has good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantor fully warrants the title to the Property and will defend it against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents on the day and year first above written.

Witness _____
Print Name JOHN B. CLARK

Witness _____
Print Name ROSA B. SAKALARIOS

COUNCIL ON AGING OF WEST FLORIDA, INC.

By: _____
Donna Jacobi, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21ST day of MAY, 2004, by Donna Jacobi, as President of the Council on Aging of West Florida, Inc., a Florida non-profit corporation, on behalf of the corporation. She is (X) personally known to me, or has ( ) produced current _____ as identification.

ROSA B. SAKALARIOS
NOTARY PUBLIC-STATE OF FL
COMM. EXP. OCT. 19, 2006
COMM. NO. DD157027
(Notary Seal)

_____
Signature of Notary Public

ROSA B. SAKALARIOS
Printed Name of Notary Public

RCD Aug 11, 2004 02:58 pm
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2004-274027

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	172S305016002002
Account:	062439125
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1211 W FAIRFIELD DR 32501
Use Code:	VACANT COMMERCIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$39,900	$0	$39,900	$32,127
2014	$39,900	$0	$39,900	$29,207
2013	$39,900	$0	$39,900	$26,552

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)

None

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions

COUNTY OWNED

Legal Description

BEG AT NE COR OF SEC S 3 DEG 3 3 MIN 17 SEC W ALG E LI OF SEC 315 63/100 FT N 86 DEG 26 MIN 43 SEC W 13 FT TO PRM LOC IN...

Extra Features

None

Parcel Information

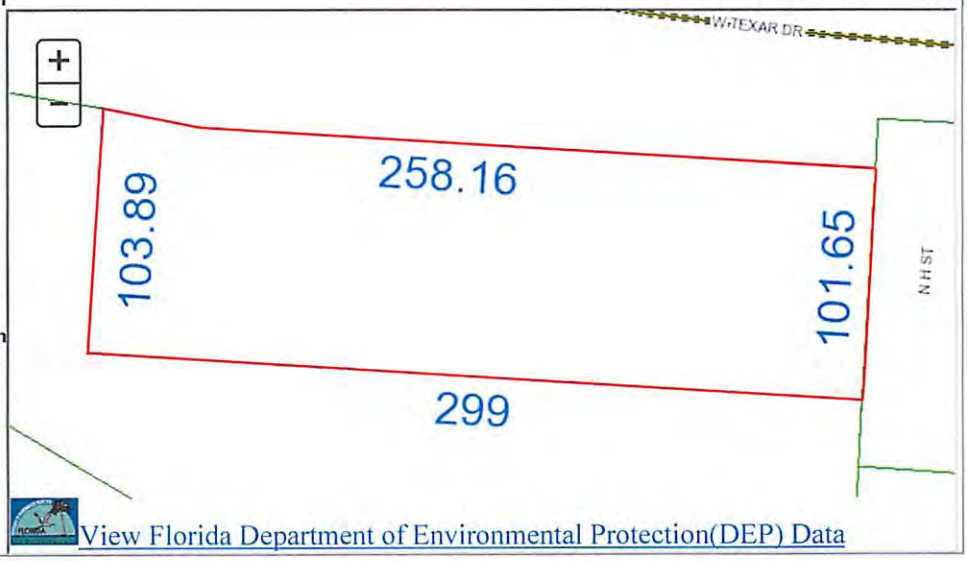
Launch Interactive Map

Section Map Id:
17-2S-30-1

Approx. Acreage:
0.7000

Zoned:
HC/LI

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Escambia County Property Appraiser
172S305016002002 - Full Legal Description

BEG AT NE COR OF SEC S 3 DEG 33 MIN 17 SEC W ALG E LI OF SEC 315 63/100 FT N 86 DEG 26 MIN 43 SEC W 13 FT TO PRM LOC IN W R/W LI H ST N 3 DEG 33 MIN 17 SEC E ALG SD W R/W LI 150 FT FOR POB N 86 DEG 51 MIN 43 SEC W 299 FT TO E LI OF PROP OF BD OF PUBLIC INSTR DB 188 P 425 N 3 DEG 33 MIN 17 SEC E ALG SD E LI OF SD PROP 103 89/100 FT TO PT IN SLY R/W LI TEXAR DR S 82 DEG 19 MIN 13 9/10 SEC E ALG SD SLY R/W LI 40 95/100 FT S 87 DEG 5 MIN 3 SEC E ALG SD SLY R/W LI 258 16/100 FT TO PT IN W R/W LI H ST S 3 DEG 33 MIN 17 SEC W ALG SD W R/W LI 101 55/100 FT TO POB

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000017047
Account:	062928000
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	H ST 32501
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1982	1606	887	$100	TD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
LTS 17 18 AND W 7 FT OF 16 FRA C BLK 47 ENGLEWOOD HEIGHTS PLA T DB 59 P 107 OR 1606 P 887 AC CORDING TO FLORIDA STATUTE 197...

Extra Features
None

Parcel Information

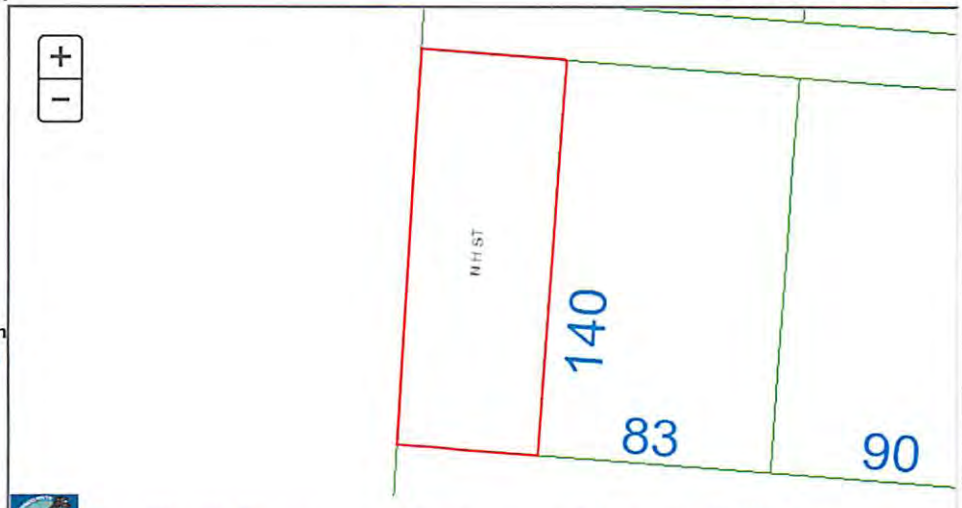
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.1700

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

DEED

This instrument was prepared by:
Joe A. Flowers, County Comptroller
Escambia County Courthouse
Pensacola, Florida

BOOK 1606 PAGE 887

STATE OF FLORIDA P. O. Box 1111
COUNTY OF ESCAMBIA Pensacola, Fla. 32595

WHEREAS, Tax Certificate No. 601 was issued on the 31st day of May, 19 63, against the land described herein below, and the Tax Collector of Escambia County, Florida, duly delivered to the Comptroller of the said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 26th day of August, 19 74, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida pursuant to Section 197.241(5), Florida Statutes; and

WHEREAS, Section 197.241(5), Florida Statutes, directs the Comptroller to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Comptroller, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.241(5), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners of Escambia County, Florida, (whose mailing address is P. O. Box 1111 Pensacola, Fla. 32595), their successors and assigns, forever, the following described land in Escambia County, Florida, to-wit:

Lots 17 and 18, and the West 7 feet of lot 16, Fractional Block 47, Englewood Heights, Plat Deed Book 59, page 107, Section 18, Township 2 South, Range 30 West.

FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO. FLA. ON
JAN 8 3 23 PM '82
JOE A. FLOWERS, COMPTROLLER ESCAMBIA COUNTY
121247

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Comptroller of said County, I have executed this deed and have hereunto set my official seal this 5th day of January, 19 82.

Witnesses:
Claire Sarinas
Patricia Shamblin

Joe A. Flowers
JOE A. FLOWERS, as Comptroller of Escambia County, Florida

(O F F I C I A L S E A L)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned Notary Public, personally appeared JOE A. FLOWERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Comptroller of Escambia County, Florida, who acknowledged that he executed the same as Comptroller for the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 5th day of January, 19 82.

Claire Sarinas
Notary Public
My Commission Expires: 4/21/82

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000001056
Account:	062968000
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	3000 BLK N G ST 32501
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$72,390	$0	$72,390	$64,716
2014	$72,390	$0	$72,390	$58,833
2013	$72,390	$0	$72,390	$53,485

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/1989	2792	324	$80,000	WD	View Instr
01/1972	630	812	$20,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
ALL FRAC BLK 56 LESS N 50 FT O F LTS 2 TO 8 FRAC BLK 56 ENGLE WOOD HEIGHTS PLAT DB 59 P 107 OR 2792 P 324 N 1/2 OF VACATED...

Extra Features
None

Parcel Information

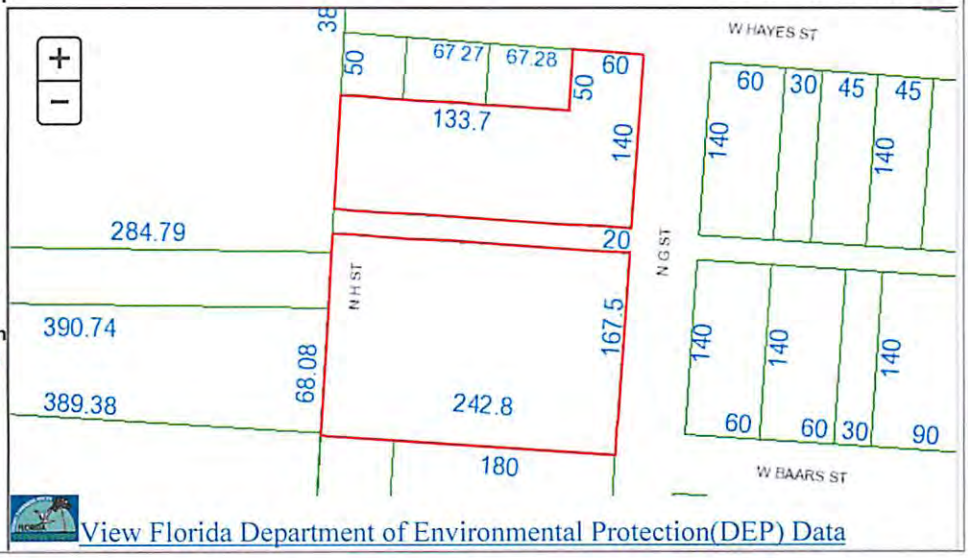
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
1.2700

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Prepared by & Return to:
Linda G. Salter, an employee of
Southland Title of Pensacola, Inc.
900 E. Scott Street
Pensacola, Florida 32503 BOOK 2792 PG 324

CORPORATION
WARRANTY DEED

FILE NO. 89-1270
DOC. ~~484.00~~ 440.00
REC: 6.00 5+1
TOTAL ~~490.00~~ 446.00

Tax ID # _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS: That

C. A. HOBBS, JR., INC., A Florida Corporation, Grantor*,
for and in consideration of Ten Dollars ($10.00) and other good and valuable considerations the receipt of which is hereby acknowledged has bargained, sold, conveyed and granted unto

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, Grantee*
Address: P. O. Box 1591, Pensacola, Florida 32597
grantee's heirs, executors, administrators and assigns, forever, the following described property, situate, lying and being in the County of Escambia, State of Florida, to-wit:

Lots 2 through 18, inclusive, Block 56, Englewood Heights, a subdivision according to Plat recorded in Deed Book 59 at page 107 of the Public Records of Escambia County, Florida. Less and except the North 50 feet of Lots 2 through 8, inclusive, and less and except any porton lying within right-of-way of "H" Street. Together with alleys as vacated in Official Record Book 629, at page 48, less and except any portion lying within right of way of "H" Street.

D.S. PD. $ 440.00
DATE 12/19/89
JOE A. FLOWERS, COMPTROLLER
BY: [signature] D.C.
CERT. REG. #59-2043328-27-01

7 6 4 9 9 9

FILED ... THE PUBLIC RECORDS OF ESCAMBIA COUNTY ON
Dec 19 9 14 AM '89
IN BOOK & PAGE NOTED ABOVE JOE A. FLOWERS, COMPTROLLER ESCAMBIA COUNTY

Subject to taxes for current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed. Subject also to oil, gas and mineral reservations of record.

Said grantor does fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

*Wherever used herein, the term "grantee/grantor" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto, the use of singular member shall include the plural, and the plural the singular, the use of any gender shall include the genders.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal on December 15, 1989

Attest: _____
Secretary

C. A. HOBBS, JR., INC.
BY: [signature]
C. A. Hobbs, Jr. PRESIDENT

Signed, sealed and delivered in the presence of:
[signature]
Linda G. Salter

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this December 15, 1989 by C. A. Hobbs, Jr., President of C.A. HOBBS, JR., INC., a Florida corporation, on behalf of the corporation.

CLERK FILE NO

[signature]
Notary Public

June 2, 1991
My Commission Expires

(Notary Seal)

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000002056
Account:	062969000
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1400 BLK W HAYES ST 32501
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/2006	6019	1488	$100	QC	View Instr
07/1984	1942	708	$1,000	TD	View Instr
01/1970	520	31	$1,600	WD	View Instr
01/1970	473	114	$100	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
N 50 FT OF LTS 2 TO 8 FRAC BLK 56 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 CASE 97-278-CP-03 OR 6019 P 1488 LESS OR 2122 P 861...

Extra Features
None

Parcel Information

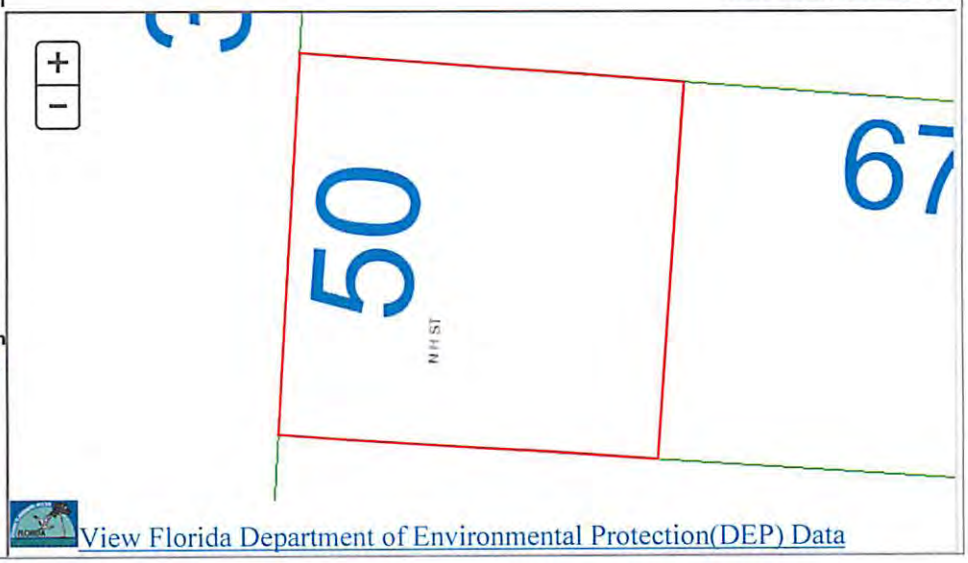
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.0600

Zoned:
HDMU

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Recorded in Public Records 10/26/2006 at 03:42 PM OR Book 6019 Page 1488, Instrument #200610493, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $0.70

This document prepared by:
Stephen G. West, Assistant County Attorney
Escambia County Attorney's Office
14 West Government Street, Room 411
Pensacola, Florida 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

QUITCLAIM DEED

THIS QUITCLAIM DEED is made this 11 day of October, 2006, between Dolores Cox, as Trustee under that certain trust instrument recorded in Official Record Book 4920 at page 1303 of the public records of Escambia County, Florida, whose address is 4665 Southside Drive, Gulf Breeze, Florida 32563 (Grantor) and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 223 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH, that Grantor for and in consideration of the sum of one dollar and other good and valuable consideration, in hand paid by Grantee, receipt of which is acknowledged, quitclaims to Grantee, and Grantee's successors and assigns forever, all of the right, title, and interest in the following described property in Escambia County, Florida:

The North 50 feet of lots 2 to 8, fractional block 56, Englewood Heights, Plat Deed Book 59, page 107 of the public records of Escambia County, Florida.

Parcel Identification Number 18-2S-30-6000-002-056

THE ABOVE REFERENCED PROPERTY IS NOT THE HOMESTEAD OF THE GRANTOR.

Signed in the presence of:

GRANTOR:

Witness Amy W. Cochran
Print Name Amy W. Cochran

Witness Lillian M. Ewens
Print Name Lillian M. Ewens

By: M. Dolores Cox
Dolores Cox, as Trustee

STATE OF FLORIDA
COUNTY OF ~~ESCAMBIA~~ Santa Rosa

The foregoing instrument was acknowledged before me this 11 day of October, 2006, by Dolores Cox. She ( ) is personally known to me, or (X) produced current Florida Drivers License as identification.

LILLIAN M. EWENS
Comm# DD0314161
Expires 4/28/2008
Bonded thru (800)432-4254
Florida Notary Assn., Inc

Signature of Notary Public

Lillian M. Ewens
Printed Name of Notary Public

(Notary Seal)

ACCEPTANCE

This Quitclaim Deed accepted by Escambia County, Florida on the 24th day of October, 2006, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the 17th day of August, 2006.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA ~~COUNTY~~, FLORIDA

D. M. "Mike" Whitehead, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Deputy Clerk

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000003047
Account:	062921000
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	H ST 32501
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1982	1606	889	$100	TD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
ALL LT 3 AND W 15 FT OF LT 4 F RAC BLK 47 ENGLEWOOD HEIGHTS P LAT DB 59 P 107 OR 1606 P 889 ACCORDING TO FLORIDA STATUTE 1...

Extra Features
None

Parcel Information

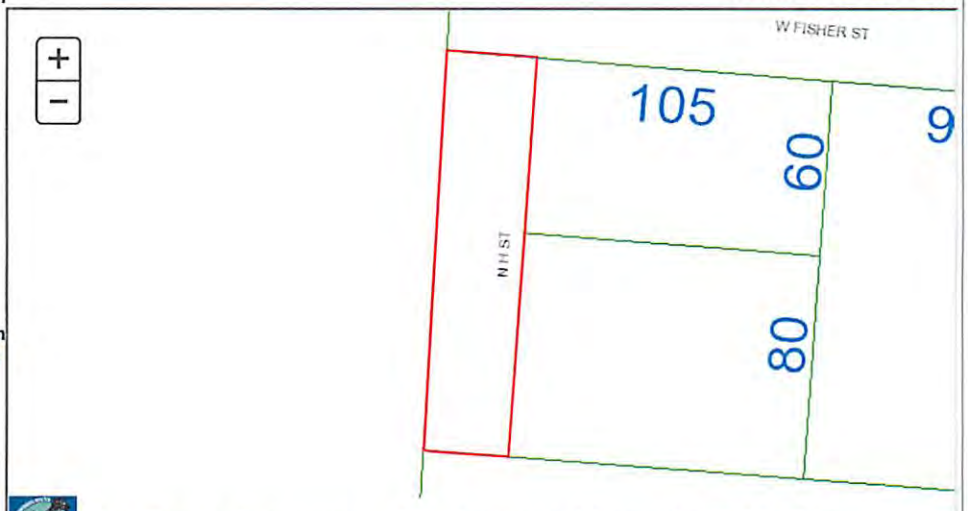
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.1000

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

400 due

DEED

This instrument was prepared by:
Joe A. Flowers, County Comptroller
Escambia County Courthouse
Pensacola, Florida 32595

STATE OF FLORIDA
COUNTY OF ESCAMBIA

P. O. Box 1111
Pensacola, Florida 32595

1606 PAGE 889

WHEREAS, Tax Certificate No. 978 was issued on the first day of June, 19 67, against the land described herein below, and the Tax Collector of Escambia County, Florida, duly delivered to the Comptroller of the said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 26th day of August, 19 74, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida pursuant to Section 197.241(5), Florida Statutes; and

WHEREAS, Section 197.241(5), Florida Statutes, directs the Comptroller to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Comptroller, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.241(5), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners of Escambia County, Florida, (whose mailing address is P. O. Box 1111 Pensacola, Florida 32595), their successors and assigns, forever, the following described land in Escambia County, Florida, to-wit:

All of lot 3 and the West 15 feet of lot 4, Fractional Block 47, Englewood Heights, Plat Deed Book 59, page 107, Section 18, Township 2 South, Range 30 West.

FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO. FLA. ON JAN 8 3 23 PM '82 IN BOOK 1606 JOE A. FLOWERS, COMPTROLLER ESCAMBIA COUNTY

121249

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Comptroller of said County, I have executed this deed and have hereunto set my official seal this 5th day of January, 19 82.

Witnesses:

Claire Farinas

Patricia Shoemaker

Joe A. Flowers

JOE A. FLOWERS, as Comptroller of Escambia County, Florida

(OFFICIAL SEAL)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned Notary Public, personally appeared JOE A. FLOWERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Comptroller of Escambia County, Florida, who acknowledged that he executed the same as Comptroller for the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 5th day of January, 19 82.

Claire Farinas

Notary Public
My Commission Expires: 4/21/82

400 deed

This instrument was prepared by:
Joe A. Flowers, County Comptroller
Escambia County Courthouse
Pensacola, Florida 32595

DEED

STATE OF FLORIDA P. O. Box 1111
COUNTY OF ESCAMBIA Pensacola, Florida 32595

1606 PAGE 888

WHEREAS, Tax Certificate No. 1026 was issued on the 29th day of May, 19 69, against the land described herein below, and the Tax Collector of Escambia County, Florida, duly delivered to the Comptroller of the said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 26th day of August, 19 74, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida pursuant to Section 197.241(5), Florida Statutes; and

WHEREAS, Section 197.241(5), Florida Statutes, directs the Comptroller to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Comptroller, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.241(5), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners of Escambia County, Florida, (whose mailing address is P. O. Box 1111 Pensacola, Fla. 32595), their successors and assigns, forever, the following described land in Escambia County, Florida, to-wit:

West one-half of lot 16, all of lots 17 and 18, Fractional Block 40, Englewood Heights, Plat Deed Book 59, page 107, Deed Book 320, page 525, Section 18, Township 2 South, Range 30 West.

FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO. FLA. ON JAN 8 3 23 PM '82 IN BOOK & PAGE OF THE JOE A. FLOWERS COMPTROLLER ESCAMBIA COUNTY

121248

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Comptroller of said County, I have executed this deed and have hereunto set my official seal this 5th day of January, 19 82.

Witnesses:

Claire Farinas

Patricia Moemaker

Joe A. Flowers

JOE A. FLOWERS, as Comptroller of Escambia County, Florida

(OFFICIAL SEAL)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned Notary Public, personally appeared JOE A. FLOWERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Comptroller of Escambia County, Florida, who acknowledged that he executed the same as Comptroller for the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 5th day of January, 19 82.

Claire Farinas

Notary Public
My Commission Expires: 4/21/82

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000004055
Account:	062967250
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1190 W LEONARD ST 32501
Use Code:	OFFICE, 1 STORY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$76,950	$951,330	$1,028,280	$1,028,280
2014	$76,950	$953,438	$1,030,388	$1,030,388
2013	$76,950	$973,672	$1,050,622	$1,050,622

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1971	37	181	$10,000	OJ	View Instr
01/1970	473	192	$5,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions

COUNTY OWNED

Legal Description

FRACTIONAL LT 4 & 17 & ALL LTS 5 TO 16 & 20 FT ALLEY BLK 55 ENGLEWOOD HTS PLAT DB 59 P 107 OR 952 P 942 S 1/2 OF VACATED...

Extra Features

ASPHALT PAVEMENT
CONCRETE WALKS

Parcel Information

Launch Interactive Map

Section Map Id: 18-2S-30

Approx. Acreage: 1.3500

Zoned: HDR

Evacuation & Flood Information Open Report

View Florida Department of Environmental Protection(DEP) Data

D-2

BK 473 PG 192

Form 140
Warranty Deed
Standard Printing Co.
Pensacola, Fla.

State of Florida
Escambia County

WARRANTY DEED

P. O. Box 1105 Pensacola, Fla.

Know All Men by These Presents: That C. N. Mason and Louise D. Mason, husband and wife

for and in consideration of One Dollar and other valuable considerations DOLLARS

the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto The Home Owners and Improvers Company of Florida, Inc.

and it's heirs, executors, administrators and assigns, forever, the following described real property, situate, lying and being in the County of Escambia State of Florida, to-wit:

All of Lots 3 to 19 both inclusive, Block 55, less the West 37 feet, Englewood Heights according to plat of Englewood Heights, Pensacola Realty subdivision of the West 1207 feet of Section 16, Township 2 South, Range 30 West recorded in Deed Book 9", Page 107 of the Public Records of Escambia County, Florida.

STATE OF FLORIDA DOCUMENTARY STAMP TAX $15.00

FLORIDA DOCUMENTARY SURTAX $ 05.50

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

And they covenant that they are well seized of an indefeasible estate in fee simple in the said property, and have a good right to convey the same; that it is free of lien or encumbrance, and that their heirs, executors and administrators, the said grantee, it's heirs, executors, administrators and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend.

IN WITNESS WHEREOF, they have hereunto set their hand s and seal s this 6th day of August A.D. 1968.

Signed, sealed and delivered in the presence of

C. N. Mason (SEAL)

Louise D. Mason (SEAL)

(SEAL)

(SEAL)

(SEAL)

FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO., FLA.

Jan 15 9 35 AM '73

CLERK OF CIRCUIT COURT

405 351

State of Florida
Escambia County

Before the subscriber personally appeared C. N. Mason and Louise D. Mason his wife, known to me, and known to me to be the individual s described by said name s in and who executed the foregoing instrument and acknowledged that they executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 6th day of August A.D. 1968

Notary Public

My commission expires 4-24-72

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000004056
Account:	062969500
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1125 W HAYES ST 32501
Use Code:	MULTI-FAMILY <=9
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$4,560	$28,285	$32,845	$32,845
2014	$4,560	$26,813	$31,373	$31,373
2013	$4,560	$25,808	$30,368	$30,368

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/2006	6019	1490	$160,000	WD	View Instr
09/2006	6018	1882	$100	WD	View Instr
07/2006	5949	1847	$100	QC	View Instr
06/2000	4567	2007	$217,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG AT NE COR OF LT 8 FRAC BLK 56 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 WLY ALG S R/W LI OF H AYES ST (55 FT R/W) 67 28/100...

Extra Features
None

Parcel Information

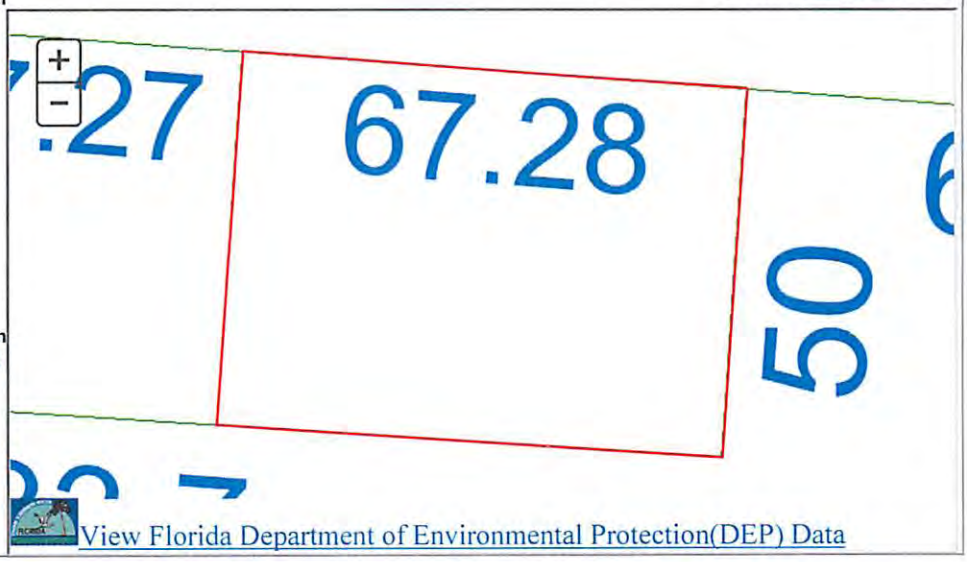
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.0800

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Recorded in Public Records 10/26/2006 at 03:42 PM OR Book 6019 Page 1490, Instrument #2006108494, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $1120.00

This document was prepared by:
Stephen G. West, Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 26th day of October, 2006, by and between James E. Way, Jr., whose address is 2600 North Palafox Street, Pensacola, Florida 32501 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, its successors and assigns forever, the following described land situated in Escambia County, Florida:

The North 50 feet of lots 2 to 8, fractional block 56, Englewood Heights, Plat Deed Book 59, page 107 of the public records of Escambia County, Florida.

Parcel Identification Numbers: 18-2S-30-6000-002-056, 18-2S-30-6000-004-056, and 18-2S-30-6000-005-056 (Property).

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2006; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR covenants with Grantee that at the time of delivery of this deed, Grantor was well seized of the Property; Grantor has good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantor fully warrants the title to the Property and will defend it against the lawful claims of all persons whomsoever.

THIS PROPERTY IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents on the day and year first above written.

Witness _____
Print Name Stephen G. West

Witness _____
Print Name Elizabeth A. Larrieu

James E. Way, Jr.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of October, 2006, by James E. Way, Jr., who ( ) is personally known to me, or has (X) produced current FL Drivers License as identification.

Notary Public State of Florida
Elizabeth A Larrieu
My Commission DD393219
Expires 03/23/2009

(Notary Seal)

Signature of Notary Public

Elizabeth A. Larrieu
Printed Name of Notary Public

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000005056
Account:	062969510
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1135 W HAYES ST 32501
Use Code:	COUNTY OWNED
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$4,560	$42,733	$47,293	$47,293
2014	$4,560	$42,388	$46,948	$46,948
2013	$4,560	$42,425	$46,985	$46,985

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/2006	6019	1490	$160,000	WD	View Instr
09/2006	6048	1882	$100	WD	View Instr
07/2006	5964	374	$100	WD	View Instr
02/2000	4530	85	$55,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
BEG AT NE COR OF LT 8 FRAC BLK 56 ENGLEGWOOD HEIGHTS PLAT DB 59 P 107 WLY ALG S R/W LI OF HAYES ST (55 FT R/W 67 28/100...

Extra Features
CHAINLINK FENCE

Parcel Information

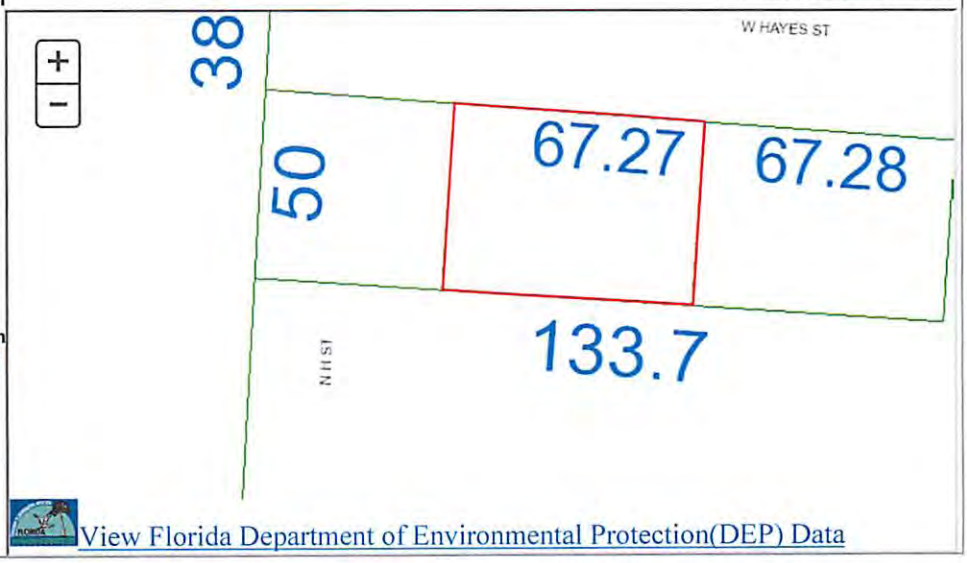
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.0800

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Recorded in Public Records 10/26/2006 at 03:42 PM OR Book 6019 Page 1490, Instrument #2006108494, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $1120.00

This document was prepared by:
Stephen G. West, Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 26th day of October, 2006, by and between James E. Way, Jr., whose address is 2600 North Palafox Street, Pensacola, Florida 32501 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, its successors and assigns forever, the following described land situated in Escambia County, Florida:

The North 50 feet of lots 2 to 8, fractional block 56, Englewood Heights, Plat Deed Book 59, page 107 of the public records of Escambia County, Florida.

Parcel Identification Numbers: 18-2S-30-6000-002-056, 18-2S-30-6000-004-056, and 18-2S-30-6000-005-056 (Property).

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2006; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR covenants with Grantee that at the time of delivery of this deed, Grantor was well seized of the Property; Grantor has good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantor fully warrants the title to the Property and will defend it against the lawful claims of all persons whomsoever.

THIS PROPERTY IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents on the day and year first above written.

Witness _____
Print Name Stephen G. West

Witness _____
Print Name Elizabeth A Larrieu

James E. Way, Jr.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of October, 2006, by James E. Way, Jr., who ( ) is personally known to me, or has (X) produced current FL Drivers License as identification.

Notary Public State of Florida
Elizabeth A Larrieu
My Commission DD393219
Expires 03/23/2009

(Notary Seal)

Signature of Notary Public

Elizabeth A Larrieu
Printed Name of Notary Public

PENSACOLA
News Journal

PUBLISHED DAILY

Pensacola, Escambia County, Florida

STATE OF FLORIDA
County of Escambia

Before the undersigned authority personally appeared

Glenda Nall

who is personally known to me and who on oath says that he/she is a representative of The Pensacola News Journal, a daily newspaper published at Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a legal in the matter of

Notice of Public Hearing

_____ in the _____ Court, was

published in said newspaper in the issues of

Nov. 16, 1997

Affiant further says that the said Pensacola News Journal is a newspaper published at Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each day and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/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 18th day of Nov. A.D., 19 97

Bereth Ferguson
Notary Public

BERETH FERGUSON
Notary Public - State of Florida
My comm. expires Oct. 10, 2001
Comm. No. CC667980

12/4/97
5:35 pm

OR BK 4207 PG0402
Escambia County, Florida
INSTRUMENT 97-445058

NOTICE OF PUBLIC HEARING ON PETITION TO VACATE, CLOSE AND ABANDON CERTAIN ROAD RIGHTS-OF-WAY OR ALLEYWAY

TO WHOM IT MAY CONCERN:

Notice is hereby given that a public hearing will be held on December 4th, A.D., 1997, at 5:35 p.m., in the Board of County Commissioner's meeting room, on the 3rd floor of the Escambia County Courthouse, Pensacola, Florida to consider the advisability of vacating, closing, abandoning and discontinuing the following described road right-of-way or alleyway:

All that portion of Sears Street, a 55.00 foot wide, dedicated County right-of-way, lying between Blocks 55 and 56, Englewood heights, a subdivision of a subdivision of a portion of Section 18 Township 2 South, Range 30 West, Escambia County, Florida, per the plat of said subdivision recorded in Deed Book 59 Page 109 of the public records of said County. Subject to a utility easement being retained over said right-of-way to be vacated.

Board of County Commissioners
Escambia County, Florida

A copy of the agenda for these meetings containing specific items to be considered in the order of presentation may be obtained from the County Administrator's Office, Room 300, Courthouse, 223 Palafox Place at Government Street. Persons who need an accommodation, pursuant to the American Disabilities Act, in order to attend or participate in the above meetings should contact Ms. Shirley Gafford at 436-5778 at least 48 hours in advance of the meeting.

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

Legal No. 52080 1T November 16, 1997

RESOLUTION NUMBER R97-263

OR BK 4207 PG0403
Escambia County, Florida
INSTRUMENT 97-445058

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, CLOSING AND ABANDONING CERTAIN PROPERTY ACQUIRED AS A ROAD RIGHT-OF-WAY AND RENOUNCING AND DISCLAIMING ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SUCH LAND

WHEREAS, the Board of County Commissioners of Escambia County, Florida, on their own motion and pursuant to Section 336.09 Florida Statutes, has determined it to be in the best interest of Escambia County to adopt a resolution vacating, abandoning, discontinuing and closing the following described property acquired as a road right-of-way:

All that portion of Baars Street, a 55.00 foot wide, dedicated County right-of-way, lying between Blocks 55 and 56, Englewood Heights, a subdivision of a portion of Section 18, Township 2 South, Range 30 West, Escambia County, Florida, per the plat of said subdivision recorded in Deed Book 59 Page 100 of the public records of said County. Subject to a utility easement being retained over said right-of-way being vacated.

and any right of the County and the public in and to the above described land is hereby renounced and disclaimed; and

WHEREAS, the Board of County Commissioners have caused to be published on November 16, 1997 notice in a newspaper of general circulation in Escambia County, Florida, that a public hearing thereon would be held at 5:35 p.m., December 4, 1997 in the Board meeting room, Escambia County Courthouse, Pensacola, Florida; and

WHEREAS, the vacating, abandoning, discontinuing and closing of said property acquired as a road right-of-way and the disclaiming of any right of the County and the public in and to said land will not materially interfere with and will not deprive any person of any reasonable means of ingress and egress to such person's property:

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

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

2. That the following described property acquired as a road right-of-way is hereby vacated, abandoned, discontinued and closed:

All that portion of Baars Street, a 55.00 foot wide, dedicated County right-of-way, lying between Blocks 55 and 56, Englewood Heights, a subdivision of a portion of Section 18, Township 2 South, Range 30 West, Escambia County, Florida, per the plat of said subdivision recorded in Deed Book 59 Page 100 of the public records of said County. Subject to a utility easement being retained over said right-of-way being vacated.

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

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

ESCAMBIA COUNTY, FLORIDA
BY AND THROUGH ITS
BOARD OF COUNTY COMMISSIONERS

M. Ike Bass

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

ADOPTED: December 4, 1997

PENSACOLA
News Journal

PUBLISHED DAILY

Pensacola, Escambia County, Florida

STATE OF FLORIDA
County of Escambia

Before the undersigned authority personally appeared

Glenda Hall

who is personally known to me and who on oath says that he/she is a representative of The Pensacola News Journal, a daily newspaper published at Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a legal in the matter of

Notice of Adoption of Resolution

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

Dec. 21, 1997

Affiant further says that the said Pensacola News Journal is a newspaper published at Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each day and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/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 23RD day of Dec. A.D., 1997

Bereth Ferguson
Notary Public

BERETH FERGUSON
Notary Public, State of Florida
My comm. expires Oct. 10, 2001
Comm. No. CC667980

ERNIE [illegible] AEA
CLERK OF [illegible] COURT
ESCAMBIA [illegible] Y, FL

DEC 30 10 25 AM '97

CLERK OF THE BOARD OF
COUNTY COMMISSIONERS

OR BK 4207 PG0405
Escambia County, Florida
INSTRUMENT 97-445058

LEGAL NOTICE LEGAL NOTICE LEGAL NOT

NOTICE OF ADOPTION OF RESOLUTION TO BOARD OF COUNTY COMMISSIONERS CLOSING CERTAIN ROAD RIGHT-OF-WAY OR ALLEYWAY

NOTICE IS HEREBY GIVEN that on December 4, A.D., 199 in accordance with Section 336.10, Florida Statutes, the B of County Commissioners of Escambia County, Florida, adopted a re tion closing, vacating, discontinuing and abandoning that certain right-of-way or alleyway in Escambia County, Florida, described as lows:

All that portion of Bears Street, a 55.00 foot wide, dedicated Co right-of-way, lying between Blocks 55 and 56, Englewood Height subdivision of a portion of Section 18, Township 2 South, Range West, Escambia County, Florida, per the plat of said subdivision corded in Deed Book 59, Page 100 of the public records of County. Subject to a utility easement being retained over right-of-way being vacated.

and renouncing and disclaiming any right of Escambia County, Flo and the public in and to the aforesaid property.

Dated this 4th day of December, A.D., 1997.

Board of County Commissior
Escambia County, Flo

Legal No. 54040 1T December 21, 1997

RCD Dec 31, 1997 07:55 am
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 97-445058

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000003048
Account:	062929000
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	H ST 32501
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)

None

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions
COUNTY OWNED

Legal Description
LTS 3 4 BLK 48 DB 503 P 312 EN GLEWOOD HEIGHTS PLAT DB 59 P 1 07

Extra Features
None

Parcel Information

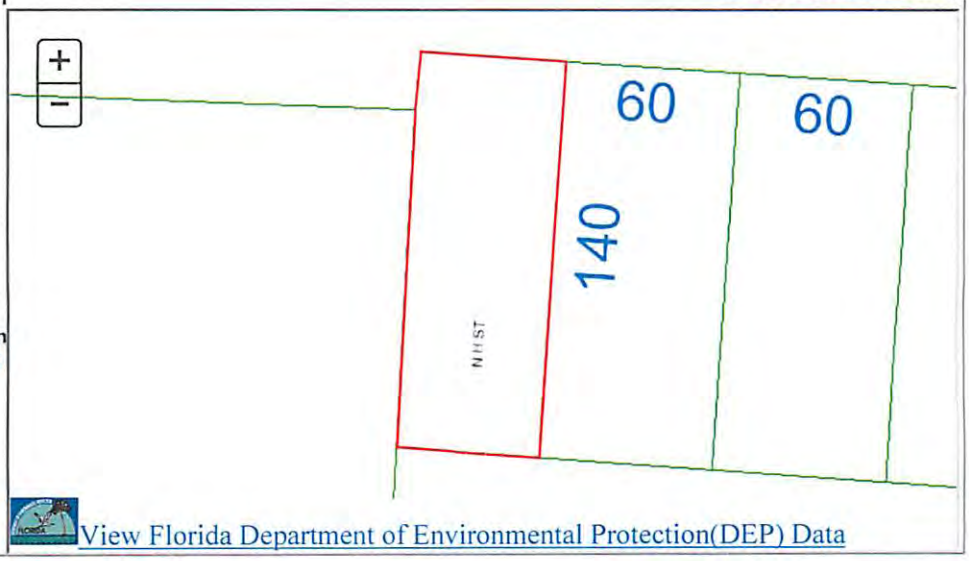
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.1600

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	182S306000003055
Account:	062967100
Owners:	ESCAMBIA COUNTY
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	
Use Code:	RIGHT-OF-WAY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	$0	$0	$0	$0
2014	$0	$0	$0	$0
2013	$0	$0	$0	$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)

None

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2015 Certified Roll Exemptions

COUNTY OWNED

Legal Description

LTS 3 & 18 & FRACTIONAL LTS 4 & 17 BLK 55 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 DB 488 P 665 & S 1/2 OF VACATED BAARS ST AD...

Extra Features

None

OR 4207 403

Parcel Information

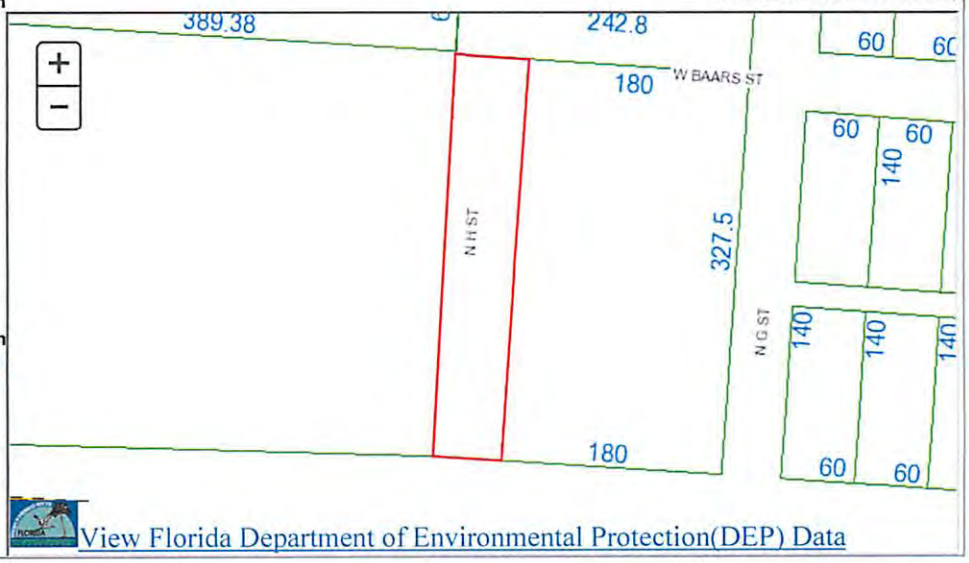
Launch Interactive Map

Section Map Id:
18-2S-30

Approx. Acreage:
0.4400

Zoned:
HDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

State of Florida
Escambia County

No. 10309
Filed for Record 18th day of December 1944 at 5:30 P.M.

WARRANTY DEED OF REALTY

Know all Men by these Presents, That T. C. McCoy, as Chairman, and Clint Reilly, Frank L. Parise, Earl Westmark, and James M. Cooper as members of the Board of County Commissioners of Escambia County, Florida

for and in consideration of $1.00 (One Dollar) DOLLARS,

the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto Board of Public Instruction of Escambia County, Florida

its successors ~~heirs, executors, administrators~~ and assigns, forever, the following described real property, situate, lying and being in the ____ County of Escambia State of Florida to-wit:

5.06 Acres in Section seventeen (17), Township 2 South, Range 30 West, described as follows: From the Northeast corner of said Section 17, run westerly along the North line thereof a distance of 312 feet to the West line of the "Farmers' Market" for "point of beginning" of this description; thence run, Southerly, parallel to the East line of said Section 17, a distance of 525 feet to a point, thence go Westerly, parallel to the North line of said Section, 420 feet to a point; thence go Northerly. parallel to the East line of said Section 17, a distance of 525 feet to a point on the North line of said Section; thence go Easterly, along the North line of said Section to "point of beginning"; All lying and being in Section 17, Twp. 2 South, Range 30 West, Escambia County, Florida, and containing 5.06 acres, more or less.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

~~And ____ covenant ____ that ____ well seized of an indefeasible estate in fee simple in the said property,~~ and ha__ a good right to convey the same; that it is free of incumbrance, and that ~~____~~ heirs, executors and administrators, the said grantee ~~____~~ heirs, executors, administrators and assigns, in the quiet and peaceable ~~possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend.~~

IN WITNESS WHEREOF, we have hereunto set our hands and seal s ~~s~~ this 12th day of December A. D. 19 44

Signed, sealed and delivered in the presence of

BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA
BY T. C. McCoy, CHAIRMAN

A. M. Bruno — J. M. Cooper (SEAL)
Voncile Dixon — Earl Westmark (SEAL)
ATTEST: — Frank L. Parise (SEAL)
Langley Bell, Clerk (OFFICIAL SEAL) — Clint Reilly (SEAL)

State of Florida
ESCAMBIA County,

As members of the Board of County Commissioners of Escambia County, Florida.

Before the subscriber personally appeared T. C. McCoy, as Chairman, Langley Bell, as clerk ~~and~~ and T. C. McCoy, Clint Reilly, Frank L. Parise, Earl Westmark, James M. Cooper, as members, Board of County Commissioners, Escambia County, Florida his wife, known to me, and known to me to be the individual s described by said name s in and who executed the foregoing instrument and acknowledged that he executed the same in their capacities aforesaid for and on behalf of Escambia County, Florida and the Board of County Commissioners of Escambia County, Florida as the act and deed of ~~wife of the said~~ both.

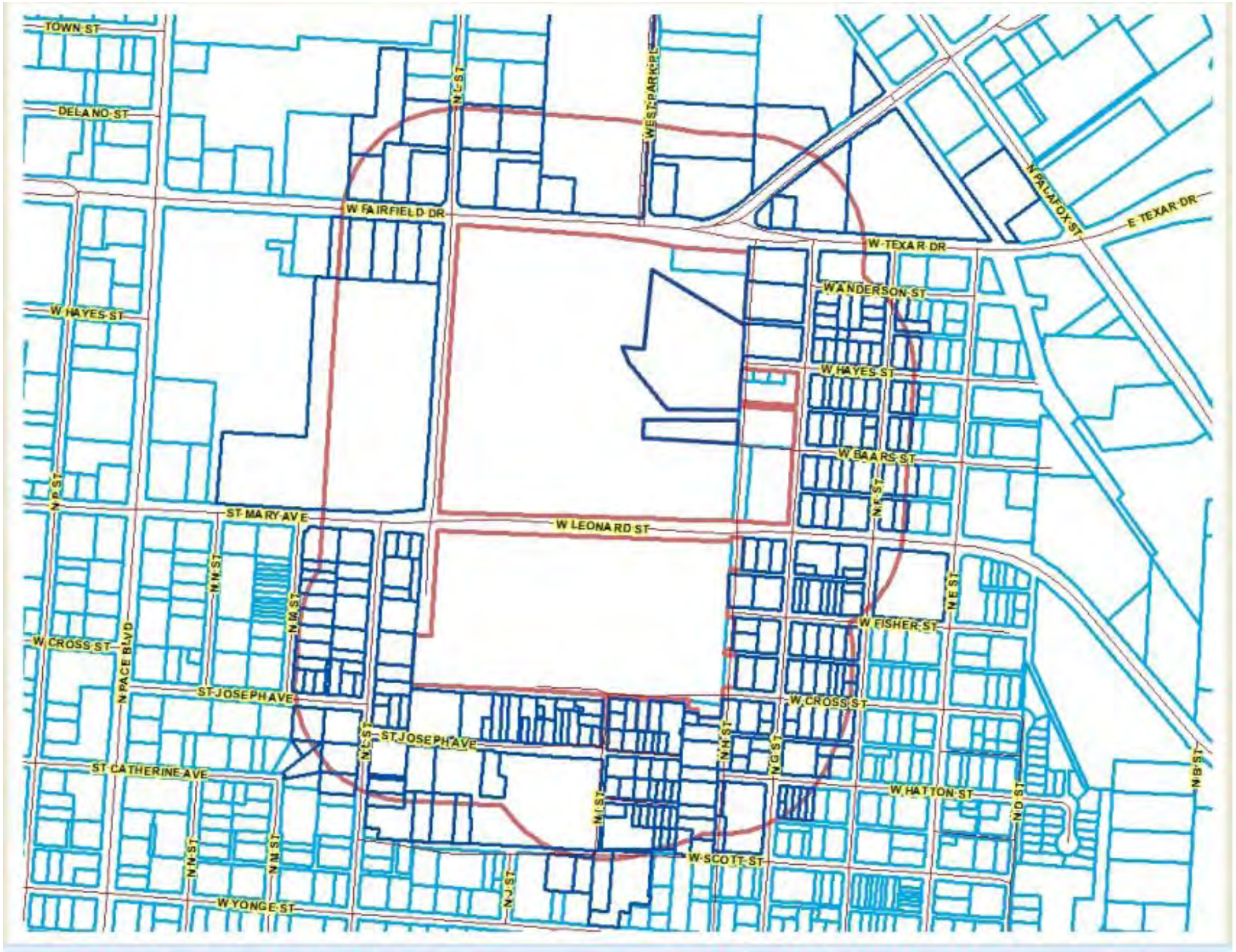
~~on a private examination by me held, separate and apart from her said husband, acknowledged and declared that she executed the same freely and voluntarily, and without fear, apprehension, compulsion or constraint of or from her said husband, and for the purpose of renouncing, relinquishing and conveying all her rights of whatsoever kind in and to the said property.~~

GIVEN UNDER MY HAND and official seal, this 12th day of December 1944.

A. M. Bruno
Notary Public.

(NOTARIAL SEAL)

My Commission expires 3/3/48


TOWN ST
DELANO ST
W FAIRFIELD DR
N I ST
WEST PARK PL
N PALAFOX ST
E TEXAR DR
W TEXAR DR
W ANDERSON ST
W HAYES ST
W HAYES ST
W BAARS ST
N F ST
N B ST
ST MARY AVE
W LEONARD ST
N M ST
N M ST
N PACE BLVD
W CROSS ST
ST JOSEPH AVE
N L ST
ST JOSEPH AVE
ST CATHERINE AVE
N M ST
N M ST
W YONGE ST
N J ST
M I ST
W SCOTT ST
N H ST
N G ST
M E ST
W FISHER ST
W CROSS ST
N D ST
W HATTON ST
M B ST

2813 LLC
642 LAKEWOOD RD
PENSACOLA, FL 32507

ABBOTT REAL ESTATE SOLUIONS LLC
117 COTTONWOOD CIR
LYNN HAVEN, FL 32444

ABNEY BROADUS
1215 W HATTON ST
PENSACOLA, FL 32501

ABNEY GLENN
651 DUNKIRK ST
PENSACOLA, FL 32534

AGEE BERTHA HARRISON LIFE EST
1507 KYLE DR
PENSACOLA, FL 32505

ALLEN JAMES A & EARTHA
3012 TURNERS MEADOW RD
PENSACOLA, FL 32514

AME ZION BURIAL ASSOCIATION
PO BOX 2821
PENSACOLA, FL 32513

ANDERSON CHENOA M
1220 W HATTON ST
PENSACOLA, FL 32501

ANDREWS LUCILLE
2619 NORTH H ST
PENSACOLA, FL 32501

APPARICIO VINCENT
803 E YONGE ST
PENSACOLA, FL 32503

ARMSTRONG MARY JO
PO BOX 18398
PENSACOLA, FL 32523-8398

ARNOLD HENRY L
4551 TERRASANTA
PENSACOLA, FL 32504

AUTREY AGNES PERRYMAN
1002 W CROSS ST
PENSACOLA, FL 32501

AUTREY HERMAN L
1002A W CROSS ST
PENSACOLA, FL 32501-1316

BAILEY RAYMOND
3416 STONEHALL DR
BELTSVILLE, MD 20705

BAIRD F A JR
4806 MOBILE HWY STE A
PENSACOLA, FL 32506-3241

BALL ANNIE BELLE
6024 TOULOUSE DR
PENSACOLA, FL 32505

BALL NAPOLEN EST OF
2357 TRUMAN AVE
PENSACOLA, FL 32505

BELL ALVIN D II
4711 S HIMES AVE APT 2103
TAMPA, FL 33611

BLAIR MARY PEARL ALLEN
17419 INVERWERE ST
CLEVELAND, OH 44128

BLANKENSHIP FIRNAH A
1605 W SCOTT ST
PENSACOLA, FL 32501

BLOXSON ANNIE
3005 N F ST
PENSACOLA, FL 32501

BLOXSON DOROTHY JEAN
2921 NORTH F ST
PENSACOLA, FL 32501

BLOXSON JOSEPHINE B
3007 NORTH F ST
PENSACOLA, FL 32501

BONNER TINNIE MAE
700 TRUMAN AVE APT 145-N
PENSACOLA, FL 32505-4022

BOOKER ABRAHAM
1100 W FISHER ST
PENSACOLA, FL 32501-1208

BOOKER EDDIE
2602 NORTH I ST
PENSACOLA, FL 32501

BRACY MATTIE R
695 RIVER MIST DR
JONESBORO, GA 30238-5749

BRK LAND OF PENSACOLA LLC
3882 NW 25TH CIRCLE
GAINESVILLE, FL 32606

BROWN ANTHONY
91 DAVIS RD
MCHICOPEE, MA 01022

BROWN DOUGLAS J
1008 W LEONARD ST
PENSACOLA, FL 32505

BROWN EUNICE TRUSTEE OF
2154 SMALLHOUSE RD
BOWLING GREEN, KY 42101

BROWN JEWETT
1780 ADAMS CREEK RD
HAVELOCK, NC 28532

BRYANT CALLIE
11412 LONGHILL LN
BALCHSPRING, TX 75180

BYRD NKRUMA KENYATTA
2851 BRENTWOOD RD NE
WASHINGTON, DC 20018

CAPSTONE ADAPTIVE LEARNING CTR
2912 NORTH E ST
PENSACOLA, FL 32501

CARLISLE RALPH C III
1745 W LEONARD ST
PENSACOLA, FL 32501

CARSTARPHEN MARY
1806 W ST JOSEPH AVE
PENSACOLA, FL 32501

CARTER DAISY
PO BOX 2474
PENSACOLA, FL 32513

CARY JACQUELINE JUNE
3108 N G ST
PENSACOLA, FL 32501

CHARTERS MARY ELLEN B
3101 E MALLORY ST
PENSACOLA, FL 32503

CHIANG ALICE CHU YIN
2001 COMMERCE ST #200
HOUTON, TX 77002

CHRISTIAN APRIL
1610 E HAYES ST
PENSACOLA, FL 32503

CLARK KEISHA
1817 WEST ST JOSEPH AVE
PENSACOLA, FL 32501

CLARK TAYLOR CARRIE A
537 HICKORY HILLS DR
STONE MOUNTAIN, GA 30083

CLAY CHANDRA L
916 W LEONARD ST
PENSACOLA, FL 32501

COMMUNITY ENTERPRISE INVESTMENTS
302 N BARCELONA ST
PENSACOLA, FL 32501

COMMUNITY HOLINESS CHURCH INC
1212 ST JOSEPH ST
PENSACOLA, FL 32501

CONSTRUCTION SYSTEMS INC
1011 W TEXAR DR
PENSACOLA, FL 32501

COTTON LOIS SIMPSON
1010 W LEONARD ST
PENSACOLA, FL 32501

CRENSHAW SANDRA JANET
11807 S VAN NESS AVE
HAWTHORNE, CA 90250

CUNNINGHAM ANDRE NELSON
6204 CREST PL
MOLINO, FL 32577

CURRY ANTHONY J
1217 W HATTON ST
PENSACOLA, FL 32501

CURRY ETHEL L
1219 W HATTON ST
PENSACOLA, FL 32501

CURTIS ESTELLE
6500 FABIANO ST
PENSACOLA, FL 32506

CUSHON SALLIE B EST OF
3014 GODWIN LN
PENSACOLA, FL 32526

DANG DUNG
1102 W HATTON ST
PENSACOLA, FL 32501

DAR KHURRAM
916 CRYSTAL SPRINGS AVE
PENSACOLA, FL 32505

DAVIS ACE HOME CENTER INC
3225 NORTH L ST
PENSACOLA, FL 32505

DAVIS ANTHONY
1755 ST MARYS AVE
PENSACOLA, FL 32501

DAVIS ROGER & LATRICIA E
3074 CREOLE WAY
PENSACOLA, FL 32526

DIXON EDNA
5989 WEST SHORE DR
PENSACOLA, FL 32526-1536

DO TOAN ANH
1710 FIREMAN DR
PENSACOLA, FL 32505

DOMINION KEITH (PENSACOLA BAND)
2851 NORTH E ST
PENSACOLA, FL 32501

DONALD COUNCIL JR
12 LABRADOR CT
COLUMBUS, GA 31909

DUMPSON CAROLYN
917 W HAYES ST
PENSACOLA, FL 32501

EAST HENRY
122 BERKLEY DR
PENSACOLA, FL 32503

ENGLEWOOD MISSIONARY BAPTIST CHURCH
1100 W SCOTT ST
PENSACOLA, FL 32501

ENGLISH OTIS JR
3803 NORTH 10TH AVE
PENSACOLA, FL 32501

ESCAMBIA CO COMMUNITY LAND TRUST
4805 N 9TH AVE
PENSACOLA, FL 32501

ETHERIDGE HARRY
2715 NORTH F ST
PENSACOLA, FL 32501

ETHRIDGE JOSEPHINE
2800 NORTH G ST
PENSACOLA, FL 32501

FAILS CONNIE F
922 TWIN BROOK
PENSACOLA, FL 32505

FAIRFIELD DRIVE PROPERTIES LLC
1901 CYPRESS ST
PENSACOLA, FL 32502

FAIRLEY YVONNE DONALD
202 HANCOCK LN
PENSACOLA, FL 32503

FIRST EMMANUEL OF REDEEMED SAINTS
1305 W SCOTT ST
PENSACOLA, FL 32501

FLORIDA STATE OF
PO BOX 607
CHIPLEY, FL 32428

FRIENDLY BAPTIST CHURCH
1015 W BAARS ST
PENSACOLA, FL 32501

GEORGE ETHEL MAE
1006 W HAYES ST
PENSACOLA, FL 32501

GLOBAL EQUITY INVESTMENTS GROUP LLC
1200 WESTLAKE AVENUE NORTH STE 1006
SEATTLE, WA 98109

GRIER CHATAY C
5809 RAWSON LN
PENSACOLA, FL 32503

GRIFFIN DEBORAH D
1254 LOWNDE AVE
PENSACOLA, FL 32507

HALE ARTHUR J
2601 N H ST
PENSACOLA, FL 32501

HALE MARDINE
1850 ST JOSEPH AVE
PENSACOLA, FL 32501

HALL CAROLYN F
1809 E SCOTT ST
PENSACOLA, FL 32503

HALL CHARLES R
10435 MIDTOWN PKWY # 445
JACKSONVILLE, FL 32246

HALL GWENDOLYN
2915 N HOLLYWOOD AVE
PENSACOLA, FL 32505

HARDAWAY JOHNNIE MAE
4034 N 8TH AVE
PENSACOLA, FL 32503

HARDEES RESTAURANTS LLC
1325 N ANAHEIM BLVD
ANAHEIM, CA 92801-1202

HARPER DARRELL
534 SHILOH DR
PENSACOLA, FL 32503

HARRIS EMMA
1004 W CROSS ST
PENSACOLA, FL 32501

HARRIS TIKI
PO BOX 30523
PENSACOLA, FL 32503

HARTLEY ERNESTINE
1201 W ST JOSEPHS ST
PENSACOLA, FL 32501

HAWKINS OMA
2813 N F ST
PENSACOLA, FL 32501

HAWTHORNE MINNIE LEE
1009 W HATTON ST
PENSACOLA, FL 32501

HAYES GEORGE SR TRUSTEE
1419 ELLIOTT ST
PENSACOLA, FL 32534

HAYNES CEDRIC W
2512 NORTH L ST
PENSACOLA, FL 32501

HOLY TRINITY GOSPEL CHURCH INC
2702 NORTH G ST
PENSACOLA, FL 32501

HOOKS LULA MAE
1408 W MALLORY ST
PENSACOLA, FL 32501

HOWARD ANDREW JR
5016 RILEY CT APT A
EL PASO, TX 79904

HT LAND CO
2001 COMMERCE #200
HOUSTON, TX 77002

HUDSON CHARLES A
112 COLLEGE DR
BREWTON, AL 36426

HUGHLEY JANET D
107 EAST 126TH ST APT 8H
NEW YORK, NY 10035

HUNTER JACQUELINE D
1822 W ST CATHERINE
PENSACOLA, FL 32505

JACKSON CARTER REE
1312 1/2 ST JOSEPH AVE
PENSACOLA, FL 32501

JACOBS ANN
2610 NORTH L ST
PENSACOLA, FL 32501

JAMES ALBERT C & IREATER C
1010 W HAYES ST
PENSACOLA, FL 32501

JAMES FREDERICK N
916 W BAARS ST
PENSACOLA, FL 32501

JAMES VIOLA EST OF
6276 FERGUSON CT
PENSACOLA, FL 32503

JERNIGAN GLEN M & LOUISE W
PO BOX 17858
PENSACOLA, FL 32522

JOHNSON FRANCES
3000 NORTH G ST
PENSACOLA, FL 32501

JOHNSON IOLA EST OF
2920 N F ST
PENSACOLA, FL 32501

JOHNSON TRACIE DARNELL
39 BAYVIEW ST
SAN FRANCISCO, CA 94124

JONES CLAYTON & LINDA
1210 W ST JOSEPH AVE
PENSACOLA, FL 32501

JONES EDDIE L LIFE EST
1824 MAYBERRY DR
VIRGINIA BEACH, VA 23456

JONES HOSEA JR
7925 HOBART AVE
PENSACOLA, FL 32534

JUVENILE JUSTICE CENTER
221 PALAFOX PL STE 420
PENSACOLA, FL 32502

KELLY CLEDIUS JR
200 TROMLEY
INKSTER, MI 48141

KING NORMA JEAN
6648 HAMPTON ROAD
PENSACOLA, FL 32505

KNIGHT ALICE
1320 W HOPE DR
PENSACOLA, FL 32514

L L & T PROPERTIES LTD
PO BOX 143
WILMER, AL 36587

LAVERETTE FRANK L
PO BOX 2221
PENSACOLA, FL 32513

LAWYER TOD A & MICHELLE L
9922 EDENDALE RD
CANTONMENT, FL 32533

LETT LUCY MAE
3110 NORTH G ST
PENSACOLA, FL 32501

LETT OLA MAE
1324 E BOBE ST
PENSACOLA, FL 32503

LEWIS KARL D
705 W LARUA ST
PENSACOLA, FL 32501

LEWIS OPHELIA M
7743 DEBORAH COURT
PENSACOLA, FL 32514

LITTLE BETTYE P
1013 N 7TH AVE
PENSACOLA, FL 32501

LOFTIN INVESTMENTS LLC
2101 BARRANCAS AVE
PENSACOLA, FL 32502

LOGAN GENEVA
4760 SKYLINE DR
PENSACOLA, FL 32503

LYMON GLORIA & ROSETTA
101 LAURA ST
DONALDSONVILLE, LA 70346

MARSH RUBY NELL
1203 W CROSS ST
PENSACOLA, FL 32501

MARTIN LUTILDA M
2512 NORTH I ST
PENSACOLA, FL 32501

MAXWELL LINDSEY ESTATE OF
1904 W BOBE ST
PENSACOLA, FL 32501

MCBRIDE BENNIE LIFE EST
2602 NORTH M ST
PENSACOLA, FL 32501

MCCORVEY ANGELA ELAINE
7692 CHARTER OAKS DR
PENSACOLA, FL 32514-6278

MCCORVEY BESSIE MAE
1214 W HATTON ST
PENSACOLA, FL 32501

MCINTOSH JOHNNY & HELEN
3103 NORTH F ST
PENSACOLA, FL 32501

MCINTOSH MINNIE LEE MCNEALY
2504 NORTH L ST
PENSACOLA, FL 32501

MCINTOSH SAMANTHA
2605 NORTH L ST
PENSACOLA, FL 32501

MCKEEHAN MATTHEW C
2728 N PACE BLVD
PENSACOLA, FL 32505

MCLELLAN DAVID B & LISA M
2508 DUNN ST
PENSACOLA, FL 32526

MELTON JEFFREY B
6212 CHICKADEE PASS
PENSACOLA, FL 32503

MILLS BOBBY
3 GENTIAN DR
PENSACOLA, FL 32503

MILNER LEE A
PO BOX 292
GULF BREEZE, FL 32562

MIXON ANGELICA MONIQUE
1005 TUNIS ST
PENSACOLA, FL 32503

MONFORD CARL D
1005 W ANDERSON ST
PENSACOLA, FL 32501

MONROE LEROY JR
2619 NORTH G ST
PENSACOLA, FL 32501

MOORE EARL L & EULA
1011 W HAYES ST
PENSACOLA, FL 32501

MORRIS RONNIE
2619 NORTH L ST
PENSACOLA, FL 32501

MOULTRIE LIVING TRUST
702 FERDINAND DR
PENSACOLA, FL 32507

N A LAND COMPANY
2005 COMMERCE ST #200
HOUSTON, TX 77002

NELSON DAVID A
2725 HEYWARD DR
PENSACOLA, FL 32503

PARKER WALTER J & JOHNNIE M
1808 W ST JOSEPH AVE
PENSACOLA, FL 32501

PDGC HOLDING GROUP LLC
14533 90TH AVE
SEMINOLE, FL 33776-1956

PENSACOLA CITY OF
PO BOX 12910
PENSACOLA, FL 32521

PENSACOLA DANCE CLUB LLC
1707 W FAIRFIELD DR
PENSACOLA, FL 32501

PENSACOLA HABITAT FOR HUMANITY INC
P O BOX 13204
PENSACOLA, FL 32591

PLEASANT DAVID EST OF
1701 W JACKSON ST
PENSACOLA, FL 32501

PRESSLEY PATTERSON JR
32 EDGEVIEW HEIGHTS RD
GREENVILLE, AL 36037

RANKIN PHYLLIS B
1207 W CROSS ST
PENSACOLA, FL 32501

REEVES MINNIE
1007 W HATTON ST
PENSACOLA, FL 32501

RFH PENSACOLA LLC
1910 ORIENT RD
TAMPA, FL 33619

RICHARDSON BARBARA ANN
1311 W SCOTT ST
PENSACOLA, FL 32501

ROBERTS STEVE
1757 ST MARY AVE
PENSACOLA, FL 32501

ROBERTS STEVEN G
3097 PELICAN LN
PENSACOLA, FL 32514

ROBINSON BETTY JEAN
1204 W ST JOSEPH AVE
PENSACOLA, FL 32501

ROBINSON ETHEL MCCONNICO
1207 NORTH G ST
PENSACOLA, FL 32501

ROBINSON JUDGE T SR
PO BOX 470965
LAKE MONROE, FL 32747-0965

ROBINSON VICKI L
3005 NORTH F ST
PENSACOLA, FL 32501

ROYSTER IDA PEARL
1105 W LEONARD ST
PENSACOLA, FL 32501

ROYSTER VIVIAN ANN
1107 W LEONARD ST
PENSACOLA, FL 32501

RUDOLPH ROSIE L
1101 W CROSS ST
PENSACOLA, FL 32501

SAVAGE ELLIAGE
3102 NORTH G ST
PENSACOLA, FL 32501

SCHOOL BOARD OF ESCAMBIA CO
75 N PACE BLVD
PENSACOLA, FL 32505

SELLERS SHIRLEY A
1014 W LEONARD ST
PENSACOLA, FL 32501

SKYLER FLORIDA INC
3107 NORTH H ST
PENSACOLA, FL 32501

SLADE ALONZO D
1300 W ST JOSEPH AVE
PENSACOLA, FL 32501

SMITH CLARENCE
2610 NORTH H ST
PENSACOLA, FL 32501

SMITH HELEN P
2609 NORTH F ST
PENSACOLA, FL 32501

SMITH OTIS
1801 W MICHIGAN AVE
MIDLAND, TX 79701

STABLER GWENDOLYN
411 N GREEN ST
PENSACOLA, FL 32505

STABLER LEWIS M & FELICIA M
1008 W HAYES ST
PENSACOLA, FL 32501

STALLWORTH BULAH L
1205 ST JOSEPH AVE
PENSACOLA, FL 32501

STALLWORTH MARY LOIS
1321 W SCOTT ST
PENSACOLA, FL 32501

STEVENSON SAMUEL
3871 BAYWIND DR
GULF BREEZE, FL 32563

STOKES CLIFFORD & HELEN M
7480 ROLLINGHILLS RD
PENSACOLA, FL 32505

STROMAN ROSETTA EST OF
8153 UNTREINER AVE
PENSACOLA, FL 32534

SUMMERSON FAITH FAMILY TRUST
6715 W SWEETWATER AVE
PEORIA, AZ 85381

SUNSHINE 444 INC
1020 N 9TH AVE
PENSACOLA, FL 32501

TDR ENTERPRISES INC
3311 GULF BREEZE PKWY # 227
GULF BREEZE, FL 32563

THOMAS HELEN
1300 W CROSS ST
PENSACOLA, FL 32501

THOMAS WILLIE J
3100 NORTH F ST
PENSACOLA, FL 32501

THURMAN ELIZABETH
456 LARKSPUR DR
EAST PALO ALTO, CA 94303-2037

TILLMON ELLA
391 CHURCH HILL CT
JONESBORO, GA 30238

TISDALE SYLVIA E
6250 COLLEGE PKWY
PENSACOLA, FL 32504

TOBITT GRAHAM
12708 N G ST
PENSACOLA, FL 32501

TRAVIS HERMAN L
2615 NORTH G STREET
PENSACOLA, FL 32501

TURNER BERNICE
411 W HERNANDEZ ST
PENSACOLA, FL 32501

UNITED SURETY SERVICES INC
800 JOHNSTON ST
ALEXANDRIA, LA 71301

WADE MINNIE CLYDE BONNER
1007 W HAYES ST
PENSACOLA, FL 32501

WAFFLE HOUSE INC
5986 FINANCIAL DR
NORCROSS, GA 30071

WALKER ANNIE PEARL
17419 INVERMERE AVE
CLEVELAND, OH 44128

WARREN/BRADLEY HOLDINGS LLC
2060 UTICA PL
PENSACOLA, FL 32503

WASHINGTON FLOYD JR & MARY D
4590 YACHT HARBOUR DR
PENSACOLA, FL 32514

WE ARE HAVING FUN LLC
PO BOX 13385
PENSACOLA, FL 32591

WEBSTER JESSIE L
2510 NORTH I ST
PENSACOLA, FL 32501

WENDCO CORP
220 W GARDEN ST
PENSACOLA, FL 32501

WHITE ALICE
1230 W SCOTT ST
PENSACOLA, FL 32501

WHITE LILLIE RUTH DALE
1012 W BAARS ST
PENSACOLA, FL 32501

WILBANKS FRANCES Y
6152 GREEN ISLAND DR # 13
COLUMBUS, GA 31904

WILLIAMS ANNIE PEARL
1228 W SCOTT ST
PENSACOLA, FL 32501

WILLIAMS MARIE
1314 W ST JOSEPH AVE
PENSACOLA, FL 32501

WILLIAMS ROBERT L
2504 NORTH I ST
PENSACOLA, FL 32501

WILSON DAMIEN
646 N BROAD ST
GROVE CITY, PA 16127

WILSON LASHANA T
1211 W CROSS ST
PENSACOLA, FL 32501

WINDER VI LLC
18305 BISCAYNE BLVD STE 400
AVENTURA, FL 33160

WINGATE JENNIFER
627 W GREGORY ST
PENSACOLA, FL 32502

WOMACK DAISY B
3105 N F ST
PENSACOLA, FL 32501

WOODCOCK BARBARA KAREN
2011 E OLIVE RD
PENSACOLA, FL 32514

WORSHAM WENDALL M & YULANDA S
8375 RALEIGH CIR
PENSACOLA, FL 32534

YANG WEI & CHEN WEN HSIANG
417 KNOWLES AVE
PENSACOLA, FL 32503

YOUNG JESSIE REE
3100 NORTH G ST
PENSACOLA, FL 32501

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1/5/16

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2015-23

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Priscilla McCorvey

*Address: 3112 W. Blount St. *City, State, Zip: Pensacola, FL 32505

Email Address: B Phone: _____

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 for Board distribution.
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.

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: 01/06/16

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: Z-2015-23 **Agenda Item Number/Description:** _____

_____ In Favor _____ Against

*Name: Mary Armstrong

*Address: 1007 W. Fisher St. *City, State, Zip: Pensacola, FL.

Email Address: bizmail3@bellsouth.net Phone: 850-433-8697

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

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BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Did not speak

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1/5/16

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2015-23

_____ In Favor X Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

*Name: Ida P Royster

*Address: 1105 W Leonard St, ~~Pensacola,~~ *City, State, Zip: Pensacola, FL 32501-1115

Email Address: _____ Phone: 850-438-5701

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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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10131 **Growth Management Report** **12. 8.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 05/05/2016
Issue: 5:51 p.m. - Amendment to the Official Zoning Map
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:51 p.m. A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on January 5, 2016, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

This hearing serves as the second of two required public hearings before the BCC as set forth in Section 2-7.2 (a) and F.S. 125.66(4)(b).

BACKGROUND:

Rezoning case Z-2015-23 was heard by the Planning Board on January 5, 2016. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning cases.

The previous report item addresses the Board's determination regarding the Planning Board's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

BUDGETARY IMPACT:

No budgetary impacts are expected as a result of the recommended Board action.

LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the standardized Ordinance has initially been provided to the County Attorney's office for review regarding compliance with rezoning requirements in Florida Statutes and the Land Development Code.

PERSONNEL:

No additional personnel are anticipated for the implementation of this recommended Board action.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the Ordinance to amend the Official Zoning Map.

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Land Development Code Official Zoning Map, will be filed with the Department of State following adoption by the Board.

This proposed Ordinance was prepared by the Development Services Department in coordination with the County Attorney's Office, and interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance

ORDINANCE NUMBER 2016-_____

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-2015-23***
Address:	1200 West Leonard Street, 1211 West Fairfield Drive, Block of "H" Street and Cross Street
Property Reference No.:	17-2S-30-5016-000-002 (Leonard Street); 17-2S-30-5016-002-002 (Fairfield Drive); 17-2S-30-5016-001-001 (N "H" Street and W Cross Street); 17-2S-30-5009-000-062 (N "H" Street and W Cross Street); 17-2S-30-5009-000-064 (N "H" Street and W Cross Street); 17-2S-30-5009-000-068 (N "H" Street and W Cross Street); 17-2S-30-5009-041-041 (N "H" Street and W Cross Street); 18-2S-30-6000-001-056 (N "H" Street and W Cross Street); 18-2S-30-6000-004-055 (N "H" Street and W Cross Street); 18-2S-30-6000-004-056 (N "H" Street and W Cross Street); 18-2S-30-6000-005-056 (N "H" Street and W Cross Street); 18-2S-30-6000-002-056 (N "H" Street and W Cross Street); 18-2S-30-6000-003-047 (N "H" Street and W Cross Street); 18-2S-30-6000-003-048 (N "H" Street and W Cross Street); 18-2S-30-6000-003-055 (N "H" Street and W Cross Street); 18-2S-30-6000-017-047 (N "H" Street and W Cross Street)

DRAFT

Property Size:	53.98 (+/-) acres
From:	**HDMU,** High Density Mixed-use district (25 du/acre), **HDR,** High Density Residential district (18 du/acre), **HC/LI,** Heavy Commercial and Light Industrial district (du density limited to vested residential development, lodging unit density not limited by zoning), **Rec,** Recreation district (du density limited to vested development)
To:	**Pub,** Public district (du density limited to vested residential development)
FLU Category:	MU-U, Mixed-Use Urban; C, Commercial; Rec, Recreation

Section 2. Severability.

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

Section 3. Inclusion in Code.

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

DRAFT

Section 4. Effective Date.

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

DONE AND ENACTED by the Board of County Commissioners of

Escambia County Florida, this _____day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

_____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10197 **Growth Management Report** **12. 2. 1.**
BCC Regular Meeting **Action**
Meeting Date: 05/05/2016
Issue: Action Item - Upland Woods Final Plat
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning Final Plat Upland Woods Permit #150400018

That the Board take the following action concerning recording of the Final Plat of Upland Woods (a 16-lot single family residential subdivision), located in the Farm Hill Community of Cantonment and lying south of Upland Road. Owned and developed by Thomas Home Corporation. Prior to recording, the County Engineer, County Surveyor, Development Services Director and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 2-5.2, of the Escambia County Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes:

A. Approve the final plat for recording;

B. Approve the street name “Upland Woods Road”; and

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

BACKGROUND:

The preliminary plat was approved on September 16, 2015. Construction Plans were approved on September 16, 2015. The Escambia County Department of Public Safety approved the street name “Upland Woods Road,” on April 25, 2016. Development Services Department inspected the improvements on April 25, 2016, and found improvements substantially complete and in accordance with applicable County requirements. An executed Two-Year Warranty Agreement without Surety will be recorded with the final plat. Staff has reviewed the final plat.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney's Office.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets will reflect additional cost to maintain these improvements.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on the County Land Development Code – providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

IMPLEMENTATION REQUIREMENTS:

Once the final plat has been approved by the Board and final sign-offs given by the County Engineer, County Surveyor and Development Services Director, the plat shall be transmitted to the Clerk of Court's Office for recording in the public records of Escambia County, Florida.

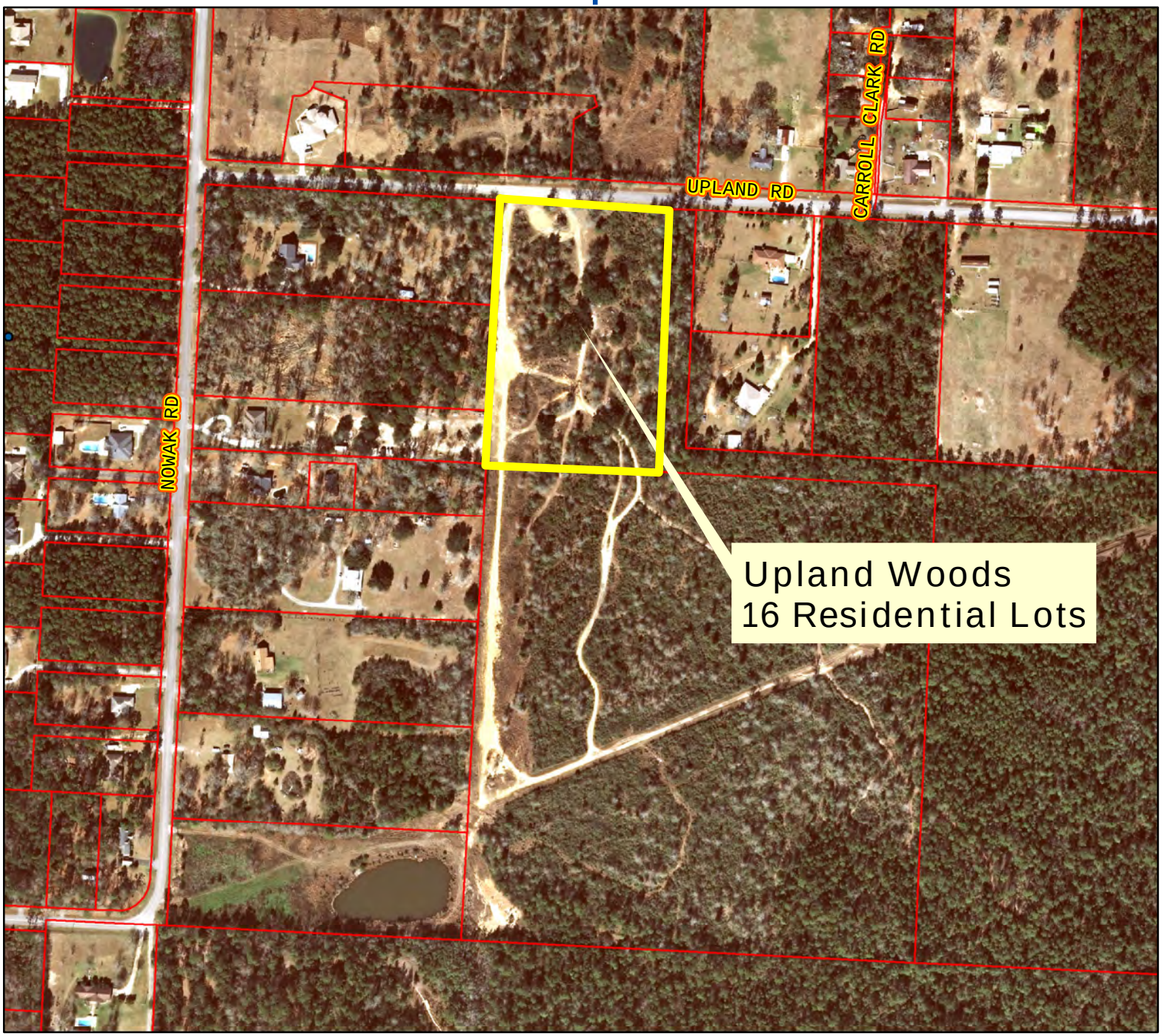
COORDINATION WITH OTHER AGENCIES/PERSONS:

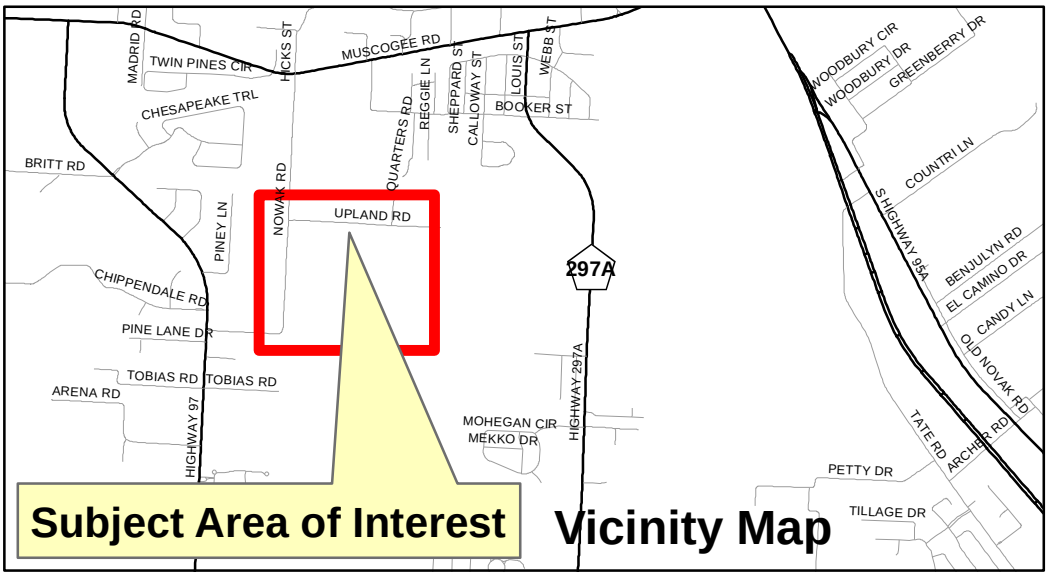
Staff has been in contact with the developer's engineer/surveyor, County Road Department, County Building Inspections and Development Services Department.

Attachments

Location/Vicinity Map
Street Letter Approval
Final Plat

Final Plat to"Upland Woods"





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ESCAMBIA COUNTY FLORIDA

Surveying Departmrnt RGG 4/25/2016

Board of County Commissioners • Escambia County, Florida

Michael T. Moring, Emergency Communications Chief
Public Safety Department

April 25, 2016

Street Letter Approval

The following name has been submitted for approval:

Upland Woods Road

The street is located in:

Upland Woods

The name was requested by:

David Fitzpatrick, P.E.

Escambia County Public Safety concurs that the street names above are not duplicates of any other street names in Escambia County Florida.

Michael T. Moring

9-1-1 Coordinator

6575 North W Street • Pensacola, Florida 32505-1714
Telephone (850) 471-6400 • Fax (850) 471-6455
www.myescambia.com

Approved
ESCAMBIA COUNTY DRC PLAN REVIEW
DRC Chairman Signature _____ Date 4-21-2016
Development Services Director or Designee _____ Date 4-21-2016
This document has been reviewed in accordance with the requirements of applicable Escambia County Land Development Regulations and Ordinances, and does not relieve the submitting Architect, Engineer, Surveyor or other signatory from responsibility of details as drawn. A Development Order must be obtained from the Development Review Committee. This approval by the DRC does not constitute approval by any other agency. All additional required permits shall be provided to the county prior to approval of a final plat or the issuance of state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of a building permit.

OWNER AND DEVELOPER
THOMAS HOME CORPORATION
3158 GATEWAY LANE
CANTONMENT, FL 32533
PHONE: (850) 479-9327

ENGINEER OF RECORD:
DAVID W. FITZPATRICK, P.E, P.A.
PROFESSIONAL ENGINEER
10250 NORTH PALAFOX STREET
PENSACOLA, FLORIDA 32534
(850) 476-8677

PREPARED BY:
KJM Land Planning, LLC.
Kenneth J. Monie
Professional Surveyor and Mapper
2828 Venetian Court
Gulf Breeze, Florida 32563
850-438-0202 Fax 850-438-1307

A FINAL PLAT OF

UPLAND WOODS

A RESIDENTIAL SUBDIVISION OF A PORTION OF
SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST
ESCAMBIA COUNTY, FLORIDA
ZONED: LDR
APRIL 2016

SURVEYORS NOTES:

- ALL MEASUREMENTS WERE MADE ACCORDING TO UNITED STATES STANDARD FOOT.
- ALL BEARINGS AND DISTANCES ARE RECORD UNLESS OTHERWISE NOTED.
- ERROR OF CLOSURE MEETS MINIMUM TECHNICAL STANDARDS.
- THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA THAT DO NOT APPEAR ON THE FACE OF THIS PLAT.
- BASIS OF BEARING: WEST LINE OF SECTION 16 AS S00°00'00"W. (ASSUMED).
- REFERENCE SOURCE: FIELD WORK AND EXISTING FIELD MONUMENTATION; COPY OF COUNTY PROPERTY APPRAISERS MAP OF SECTION 16; COPY OF SURVEY BY LEWIS J. PARKER, JOB #89/9-1, AS DATED 08/21/89; COPIES OF SURVEYS BY THIS FIRM, JOB #98-4972, AS DATED 03/30/98, AND JOB #03-11235, AS DATED 12/23/03.
- IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR THAT THE PARCEL OF LAND SHOWN HEREON AS PER THE FLOOD INSURANCE RATE MAP INFORMATION AS FOLLOWS:
  ZONE: "X"
  ELEVATION: N/A
  PANEL NUMBER: 12033C 0280 G
  AS DATED: 09/29/06
- THE CERTIFICATE OF AUTHORIZATION NUMBER FOR KJM LAND PLANNING, LLC., IS L.B. 7919.

NOTES:

1. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
2. ANY PLATTED UTILITY EASEMENTS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR CABLE TELEVISION SERVICES, BEING IN ACCORDANCE WITH AND SUBJECT TO THE PROVISIONS OF FLORIDA STATUTES 177.091 (28).
3. THERE IS A MINIMUM 5.0' PRIVATE DRAINAGE EASEMENT ALONG ALL COMMON LOT LINES. HOME BUILDER IS TO CONSTRUCT DRAINAGE SWALES AS REQUIRED ALONG THESE EASEMENTS TO DIRECT STORM WATER CONVEYANCE SYSTEM AND NOT ACROSS NEIGHBORING LOTS.
4. NO FENCES OR STRUCTURES SHALL BE LOCATED WITHIN DRAINAGE EASEMENTS THAT MAY PROHIBIT OR MATERIALLY RESTRICT THE FLOW OF STORMWATER, AND ALL FENCES LOCATED WITHIN PUBLIC DRAINAGE/ACCESS EASEMENTS MUST CONTAIN MINIMUM 12' WIDE GATE(S) AT EACH EASEMENT CROSSING FOR ACCESS.
5. NO BUILDING ON LOTS WITH PERMANENT WATER TABLE LESS THAN 2 FEET.
8. NO ENTRANCE SIGN IS PROPOSED.
9. TOTAL NUMBER OF LOTS = 16.

DESCRIPTION:

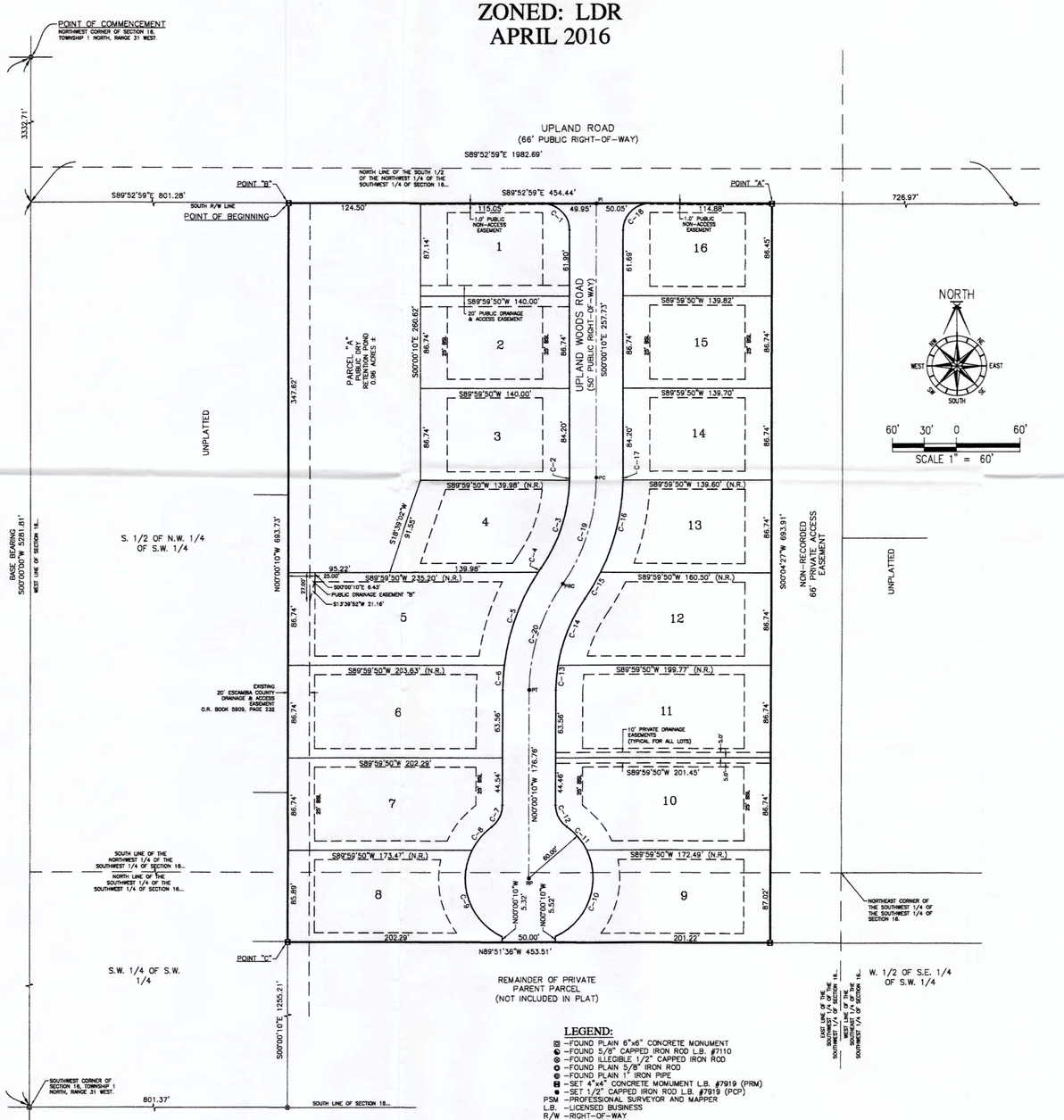
COMMENCE AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA;
THENCE GO SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 16 A DISTANCE OF 3332.17 FEET TO THE INTERSECTION OF SAID WEST LINE AND THE SOUTH RIGHT-OF-WAY LINE OF UPLAND ROAD (66' RIGHT-OF-WAY);
THENCE DEPARTING SAID WEST LINE GO SOUTH 89 DEGREES 52 MINUTES 59 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 801.28 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE SOUTH 89 DEGREES 52 MINUTES 59 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 454.44 FEET;
THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE GO SOUTH 00 DEGREES 04 MINUTES 27 SECONDS WEST A DISTANCE OF 693.91 FEET;
THENCE GO NORTH 89 DEGREES 51 MINUTES 36 SECONDS WEST A DISTANCE OF 453.51 FEET;
THENCE GO NORTH 00 DEGREES 00 MINUTES 10 SECONDS WEST A DISTANCE OF 693.73 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL OF LAND LYING AND BEING IN SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 7.23 ACRES, MORE OR LESS.

BUILDING REQUIREMENTS FOR LDR ZONE.

-FRONT AND REAR: TWENTY-FIVE FEET IN THE FRONT AND REAR.

-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.

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C-1	25.00'	89°52'49"	39.22'	35.32'	N44°56'34"W
C-2	150.00'	00°58'15"	2.54'	2.54'	N00°28'58"E
C-3	150.00'	33°43'09"	88.28'	87.01'	N17°49'39"E
C-4	200.00'	01°21'05"	4.72'	4.72'	S34°00'41"W
C-5	200.00'	26°41'01"	93.14'	92.30'	S19°59'38"W
C-6	200.00'	06°39'17"	23.23'	23.22'	S03°19'29"W
C-7	25.00'	53°58'06"	23.55'	22.69'	N26°58'53"E
C-8	60.00'	27°42'59"	29.02'	28.74'	S40°06'27"W
C-9	60.00'	91°37'40"	95.95'	86.05'	S19°33'53"E
C-10	60.00'	91°32'35"	95.86'	85.99'	N19°36'05"E
C-11	60.00'	27°48'03"	29.11'	28.83'	N40°04'13"W
C-12	25.00'	53°58'05"	23.55'	22.69'	S26°59'12"E
C-13	150.00'	08°53'20"	23.27'	23.25'	S04°26'30"W
C-14	150.00'	25°48'03"	67.55'	66.98'	S21°47'12"W
C-15	200.00'	08°10'37"	28.54'	28.52'	N30°35'55"E
C-16	200.00'	25°47'06"	90.01'	89.25'	N13°37'04"E
C-17	200.00'	00°43'41"	2.54'	2.54'	N00°21'41"E
C-18	25.00'	90°07'11"	39.32'	35.39'	S45°03'26"W
C-19	175.00'	34°41'23"	105.95'	104.34'	N17°20'32"E
C-20	175.00'	34°41'23"	105.95'	104.34'	S17°20'32"W



NOTE:

TIES TO THE ESCAMBIA COUNTY GPS NETWORK WERE MADE IN ACCORDANCE WITH THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE. ALL GEOGRAPHIC COORDINATES (LATITUDES AND LONGITUDES) REFERENCED HEREON ARE REFERENCED TO NAD 83 DATUM. (NGS 1990). THE ELEVATIONS AS SHOWN HEREON ARE REFERENCED FROM NATIONAL GEODETIC SURVEY BENCHMARK No. "RM 280-1", HAVING A PUBLISHED ELEVATION OF 81.69' (NAVD'88)

STATE PLANE COORDINATE TABLE								
STATION	NORTHING	EASTING	SCALE FACTOR	CONVERGENCE	LATITUDE	LONGITUDE	ELEVATION	ELEVATION FACTOR	COMBINED SCALE FACTOR
POINT "A"	592373.75'	1074788.83'	0.9999766	-01°25'39.25"	30°35'53.6142"	87°20'26.8402"	135.54'	0.9999979	0.9999745
POINT "B"	592396.05'	1074334.95'	0.9999766	-01°25'41.86"	30°35'53.7230"	87°20'32.0383"	130.50'	0.9999981	0.9999741
POINT "C"	591703.10'	1074302.34'	0.9999764	-01°25'41.95"	30°35'46.8582"	87°20'32.2136"	133.57'	0.9999979	0.9999743

TO CONVERT GRID DISTANCE TO GROUND DISTANCES DIVIDE GRID DISTANCE BY AVERAGE COMBINED SCALE FACTOR

LEGEND:

- ⊠ -FOUND PLAIN 6"x6" CONCRETE MONUMENT
- ● -FOUND 5/8" CAPPED IRON ROD L.B. #7110
- ⊗ -FOUND ILLEGIBLE 1/2" CAPPED IRON ROD
- ○ -FOUND PLAIN 5/8" IRON ROD
- ◎ -FOUND PLAIN 1" IRON PIPE
- ■ -SET 4"x4" CONCRETE MONUMENT L.B. #7919 (PRM)
- ● -SET 1/2" CAPPED IRON ROD L.B. #7919 (PCP)

PSM -PROFESSIONAL SURVEYOR AND MAPPER
L.B. -LICENSED BUSINESS
R/W -RIGHT-OF-WAY
O.R. -OFFICIAL RECORDS
N.R. -NON-RADIAL
PC -POINT OF CURVATURE
PT -POINT OF TANGENCY
PI -POINT OF INTERSECTION
RP -RADIUS POINT
PRC -POINT OF REVERSE CURVATURE
PRM -PERMANENT REFERENCE MONUMENT
PCP -PERMANENT CONTROL POINT

CLERK OF THE CIRCUIT COURT CERTIFICATE OF APPROVAL

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 177, SECTION 177.011 THROUGH 177.151 OF THE 1998 ACTS OF THE FLORIDA LEGISLATURE) AND THE SAME WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2016, AND FILED IN PLAT BOOK _____ AT PAGE _____ OF SAID COUNTY.

_____ SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

CERTIFICATE OF APPROVAL

COMMISSIONERS OF ESCAMBIA COUNTY,
STATE OF FLORIDA
I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT BEING PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR MEETING HELD ON THE _____ DAY OF _____, 2016 WAS APPROVED FOR FILING BY THE SAID BOARD AND I, CLERK OF THE CIRCUIT COURT WAS INSTRUCTED TO SO CERTIFY HEREON.

_____ SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

APPROVALS:

_____ DATE
JOY BLACKMON, P.E.
COUNTY ENGINEER
PUBLIC WORKS DIRECTOR

_____ DATE
HORACE JONES
DEVELOPMENT SERVICES DIRECTOR

CERTIFICATE OF PLAT REVIEW:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART 1, PLATTING BY THE OFFICE OF THE COUNTY SURVEYOR OF ESCAMBIA COUNTY, FLORIDA ON THIS _____ DAY OF _____ 2016.

_____
DANNY R. SWAIN
ESCAMBIA COUNTY SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER No. 5942

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT THOMAS HOME CORPORATION, AS OWNER AND DEVELOPER OF THE LAND DESCRIBED HEREIN, AND PLATTED HEREON AS UPLAND WOODS, HEREBY DEDICATES TO THE PUBLIC THE ROADS AND RIGHTS-OF-WAY, DRY RETENTION POND PARCEL "A", THE 20' DRAINAGE & ACCESS EASEMENT, AND DRAINAGE EASEMENT "B", AND REQUESTS THE FILING OF THIS PLAT IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

THOMAS HOME CORPORATION
A FLORIDA CORPORATION

_____ _____
WITNESS BY:
ITS: PRESIDENT
_____
PRINTED NAME
_____
WITNESS
_____
PRINTED NAME

NOTARY
STATE OF FLORIDA, COUNTY OF ESCAMBIA
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 2016 BY _____ AS PRESIDENT OF THOMAS HOME CORPORATION, A FLORIDA CORPORATION.

_____ PERSONALLY KNOW _____
OR NOTARY PUBLIC
_____ PRODUCED IDENTIFICATION
TYPE OF IDENTIFICATION PRODUCED _____

CERTIFICATE OF ATTORNEY:

I, STEPHEN R. MOORHEAD, AS A MEMBER OF THE FLORIDA BAR AND ON BEHALF OF THE OWNER, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER FORM AND TO MEET THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE, ARTICLE IV.
SIGNED THIS _____ DAY OF _____, 2016.

_____
STEPHEN R. MOORHEAD
127 PALAFOX PLACE, SUITE 500
PENSACOLA, FL 32502

ENGINEER'S CERTIFICATE:

I, DAVID W. FITZPATRICK, P.E., P.A. AM THE ENGINEER OF RECORD FOR UPLAND WOODS AND HEREBY CERTIFY ALL CONSTRUCTED ROADWAYS, DRAINAGE, AND OTHER IMPROVEMENTS ARE DESIGNED TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL DEVELOPMENT REQUIREMENTS.

_____
DAVID FITZPATRICK, P.E., P.A.
PROFESSIONAL ENGINEER #47818
STATE OF FLORIDA
LICENSED BUSINESS #8423 SEAL

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED; THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THE SURVEY DATA COMPLIES WITH ALL THE PROVISIONS OF THE FLORIDA PLAT ACT, CHAPTER 177; THAT PERMANENT REFERENCE MONUMENTS, AND PERMANENT CONTROL POINTS, HAVE BEEN SET.

4/25/16
KENNETH J. MONIE
PROFESSIONAL SURVEYOR AND MAPPER #4655
LICENSED BUSINESS #7919.
STATE OF FLORIDA

KJM LAND PLANNING, LLC.
2828 VENETIAN COURT
GULF BREEZE, FL 32563

RESTRICTIVE COVENANTS FILED OFFICIAL RECORD BOOK _____ PAGE _____

PLAT BOOK _____ PAGE _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10133 **Growth Management Report** **12. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 05/05/2016
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. May 19, 2016

5:45 p.m. - A Public Hearing - Perdido Key Master Plan (first of two public hearings)

B. June 2, 2016

1. 5:45 p.m. - A Public Hearing - Perdido Key Master Plan (second of two public hearings)

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10034 **County Administrator's Report 12. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/05/2016
Issue: Property Disposal
From: Will Moore, Chief Deputy Court Administrator
Organization: Court Administration
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Office of the Court Administrator - Craig Van Brussel, Court Technology Officer

That the Board approve the Request for Disposition of Property Form for the Court Administrator's Office, for property which is described on the provided spreadsheet and which has been determined to be uneconomical to repair or has out-lived its ability to be useful technology to the Court system. The equipment listed may have been cannibalized to keep other court equipment operational. The items listed are whole, but may contain non-functioning parts.

BACKGROUND:

IT equipment purchased from Article 5 Funding by the Office of the Court Administrator.

BUDGETARY IMPACT:

n/a

LEGAL CONSIDERATIONS/SIGN-OFF:

Approved by Craig Van Brussel, Office of the Court Administrator.

PERSONNEL:

n/a

POLICY/REQUIREMENT FOR BOARD ACTION:

In compliance with FS 274.07 and BCC Policy B-1, 2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Items have no residual value other than scrap. Recommend Escambia County pick up items for disposal/destruction. Please contact Patt Ormerod at (850)595-4406 to schedule pickup.

Attachments

Disposal form
Esc Oka Inventory for Disposal

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Court Administration COST CENTER NO: 410516

Craig VanBrussel DATE: 03/21/16

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Craig VanBrussel Phone No: (850)595-4406

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
		See attached spreadsheet				

Disposal Comments: The equipment list on the attached spreadsheet is either no longer of use to the Judiciary, antiquated or broken beyond repair.

INFORMATION TECHNOLOGY (IT Technician): Patt Ormerod
Print Name

Conditions: ____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 4/6/16 Information Technology Technician Signature: Patt Ormerod

Date: 4/6/16

FROM: Escambia County Department Director (Signature): Craig VanBrussel

Director (Print Name): Craig VanBrussel

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

Escambia Asset Tag/Okaloosa County Funded Inventory 3/21/2016

Escambia County Asset Tag	Desc	Make	Model	Serial Number	Date Purchased	Condition
56380	Desktop	Dell	OptiPlex 745	4FBDBD1	7/22/2007	Antiquated
56381	Desktop	Dell	OptiPlex 745	JDBDBD1	7/22/2007	Antiquated
56382	Desktop	Dell	OptiPlex 745	FDBDBD1	7/22/2007	Antiquated
56383	Desktop	Dell	OptiPlex 745	2FBDBD1	7/22/2007	Antiquated
56651	Desktop	Dell	OptiPlex 745	4L1T9D1	7/17/2007	Antiquated

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10061 **County Administrator's Report** **12. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/05/2016
Issue: Request for Disposition of Property
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office
CAO Approval:

RECOMMENDATION:

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

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

BACKGROUND:

The Microfiche Cabinet is Obsolete and is to be Auctioned and/or Recycled.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy established the procedure for disposing of surplus or obsolete equipment.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Clerk Disposal

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Clerk of Court & Comptroller COST CENTER NO: County Criminal

Pam Childers, Clerk of the Circuit Court & Comptroller DATE: March 28, 2016

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Kara B. Cowen Phone No: 595-4830

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	39204	Microfiche 8 Drawer Cabinet	N/A		1992	Obsolete

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature:

Date: 3/28/16

FROM: Escambia County Department Director (Signature): Pam Childers

Director (Print Name): Pam Childers, Clerk of the Circuit Court & Comproller

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

SELECTION CRITERIA: assets.tagno='39204'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION		ACQUISITION INFORMATION		DEPRECIATION INFORMATION	
39204	MICROFICHE CABINET 8 DRAWER	CLS M	FUNDING GENERAL	CAPITAL ASSET Y	EST LIFE 3	DEP LIFE
-000	MFR STEELCASE	CAT 104	VENDOR MAYES PRINTING		DEP N POST DP N	DEP METH
	MODEL TAN	LOC COCRIM	PO	UNITS 1	SALVAGE VALU	.00
	S/N	FUND TYPE G	CHECK	UN CST 1150.00	ACCUM DEP	1150.00
	INVENTORY DATE	DPT CO CRIM	ACQUIRE 06/19/92	COST 1150.00	REM BOOK BASIS	.00
	CONDITION GOOD STATUS	INS CO			DEP BASIS	1150.00
	NEXT SCHEDULED MAINTENANCE	GRT	INS VAL 0.00		LAST POSTING DATE	09/30/06
					SALE AMOUNT	.00
					RETIRED DATE	

DISTRIBUTION INFORMATION

FUNCTION SPI	FUNCTION SPI DEFAULT	ACTIVITY SPI	ACTIVITY SPI DEFAULT	DEP ORGN	ACCOUNT	PCT
						1.00

REPORT TOTAL 1 RECORDS SELECTED

COST	1,150.00
INSURANCE VALUE	.00
SALVAGE VALUE	.00
ACCUMULATED DEPRECIATION	1,150.00
SALE AMOUNT	.00

Kara Cowen (COC)

From: Kara Cowen (COC)
Sent: Monday, March 28, 2016 8:34 AM
To: Shirlie Stevens (COC)
Cc: Brenda Van Brussel (COC)
Subject: RE: Property disposal - need to obtain BCC approval before it can go to auction

Hi Shirlie,

We still need to get the BCC to approve of the disposal. I will get the paperwork ready and submit for approval.

Thank you and have a great day!

Kara Cowen, Financial Reporting/Grants
Pam Childers, Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County
221 Palafox Place, Suite 130
Pensacola, FL 32502
850-595-4830
kcowen@escambiaclerk.com
www.EscambiaClerk.com

From: Shirlie Stevens (COC)
Sent: Monday, March 28, 2016 8:06 AM
To: Kara Cowen (COC)
Subject: Property disposal

Kara:

We are sending the micro film filing cabinet with property tag 39204 from County Criminal, to Auction.

Thank you,

Shirlie Stevens, Executive Administration Human Resources
PAM CHILDERS, Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County
190 W. Government St.
Pensacola, FL 32502
(850) 595-4199
shirlie.stevens@escambiaclerk.com
www.EscambiaClerk.com

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

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10109 **County Administrator's Report 12. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/05/2016
Issue: Staff Appointment to the SWIM Plan TAC for Perdido River and Bay and Pensacola Bay Watersheds
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Staff Appointment to the Surface Water Improvement and Management Plan Technical Advisory Committee for Perdido and Pensacola Bay Watersheds - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve the appointment of Taylor "Chips" Kirschenfeld as the Escambia County Primary Point of Contact and Representative to the Technical Advisory Committee (TAC) for the updating of the Surface Water Improvement and Management (SWIM) plans for Northwest Florida as it relates to the Perdido River and Bay and Pensacola Bay Watersheds.

BACKGROUND:

The Northwest Florida Water Management District (NWFWMD) has initiated the process of updating the Surface Water Improvement and Management (SWIM) Plans for Northwest Florida Watersheds. These plans are developed pursuant to Florida Statutes to support water resource protection and restoration on a watershed basis. The NWFWMD has requested that Escambia County participate in this process and designate a staff Primary Point of Contact and Representative to the Technical Advisory Committee (TAC) for the updating of the SWIM Plans for the Perdido River and Bay and Pensacola Bay Watersheds. The first TAC Meeting for the Perdido River and Bay and Pensacola Bay Watersheds will be on May 5, 2016 at the Escambia County Central Office Complex from 1:00 PM to 4:00 PM.

BUDGETARY IMPACT:

No budgetary impact associated with this recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

No legal considerations associated with this recommendation.

PERSONNEL:

Meetings will be attended by Department of Natural Resources Management staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy Section I, Part B.1

IMPLEMENTATION/COORDINATION:

Department of Natural Resources Management staff will coordinate with applicable parties.

Attachments

NWFWMD SWIM Appointment

Northwest Florida Water Management District

81 Water Management Drive, Havana, Florida 32333-4712
(U.S. Highway 90, 10 miles west of Tallahassee)

Phone: (850) 539-5999 • Fax: (850) 539-2777

Brett J. Cyphers
Executive Director

March 14, 2016

Mr. Jack Brown, County Administrator
Escambia County
221 Palafox Pl Ste 400
Pensacola, FL 32502

Surface Water Improvement and Management Plans for the Perdido River and Bay and Pensacola Bay System Watersheds

Dear Mr. Brown:

The Northwest Florida Water Management District (NWFWMD) has initiated the process of updating Surface Water Improvement and Management (SWIM) plans for northwest Florida. These plans are developed pursuant to Florida Statutes to support water resource protection and restoration on a watershed basis. I respectfully request Escambia County's participation in this process. In particular, it would be most helpful if Escambia County would designate a staff representative to serve on a technical advisory committee for the Perdido River and Bay and Pensacola Bay System watersheds.

We plan to hold a technical advisory meeting for the Pensacola Bay System and Perdido River and Bay watersheds on May 5, 2016, at the Escambia County Central Office Complex, Room 104 Conference Room, 3363 West Park Place, Pensacola, from 1:00-4:00 pm. During this meeting, committee members will be asked to provide information concerning watershed challenges and priorities. Over the next year, we then expect to request that committee members review draft plans and other documents prior to their finalization and provide comments and recommendations. These activities will be supported by a separate public outreach and review process. They will also be conducted in full coordination with Escambia County's important efforts to accomplish local and regional priorities under the Resources, Ecosystems Sustainability, Tourist Opportunities, and Revived Economies (RESTORE) Act and related initiatives.

At your convenience, please let me know if the County will be able to assist in this process and, if so, who among your staff will be your primary point of contact and representative.

Thank you for your participation. Please contact me at (850) 539-5999 or Paul.Thorpe@nwfwater.com if you have any questions or if you would like to discuss this further.

Sincerely,

Paul Thorpe
Chief, Bureau of Environmental and Resource Planning

cc: Chair, Escambia County Board of County Commissioners

GEORGE ROBERTS, Chair, Panama City
JERRY PATE, Vice Chair, Pensacola
JOHN W. ALTER, Secretary-Treasurer, Malone
GUS ANDREWS, DeFuniak Springs
JON COSTELLO, Tallahassee
MARC DUNBAR, Tallahassee
TED EVERETT, Chipley
NICK PATRONIS, Panama City Beach
BO SPRING, Port St. Joe

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10040 **County Administrator's Report 12. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/05/2016
Issue: Substance Abuse Policy - Section II, Part C.12
From: Thomas Turner, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Board of County Commissioners' Substance Abuse Policy - Thomas G. Turner, Human Resources Department Director

That the Board take the following action concerning the Board of County Commissioners' Substance Abuse Policy, Section II, Part C.12:

A. Approve the following revisions:

1. In Section B. Scope, add "and Florida Statutes, Chapter 112.440," to adhere to requirements of the Florida statutes;

2. In Section D.3.b., add that the employee will be placed on paid administrative leave pending the results of the laboratory test;

3. In Section D.3.e.(4), where reasonable suspicion exists add that the employee will be placed on administrative leave pending results of the laboratory test and that a confirmed positive test result will end the paid administrative leave and will result in the employee's termination;

4. In Section D.5.b, add "a random sample of employees chosen for drug testing (which includes alcohol by definition) may not constitute more than 10 percent of the total employee population. Pool selection to be quarterly."

5. In Section H.3., add that a first incident of a reasonable suspicion or post-accident confirmed positive test shall result in termination of employment. A first incident of a random confirmed positive test shall result in the employee being placed in an unpaid leave status. This unpaid leave status will begin upon receipt of the confirmed positive result and will end upon the employee presenting a negative test result or the employee's termination if a negative sample is not provided as required under this paragraph. (If the employee has accrued annual or paid time off leave, they shall be permitted to use the leave. If the employee does not have accrued annual or paid time off leave, the employee shall be placed in a leave without pay status.) The employee shall have 30 calendar days from the date of the initial test sampling date to produce a negative test result in order to return to duty. If a negative test result is not received in the 30

day time period from the date of the initial test sampling date, the employee will be terminated. Any subsequent confirmed positive test whether from a reasonable suspicion, post accident or random test will result in the employee's termination;

6. In Section H.3.a., that add employees shall be required to make an appointment with the EAP or a Mental Health Counselor and show proof of participating in counseling to the Human Resources Department within the first two (2) days of being placed on leave;

7. Delete Section H.3.a.(1);

8. Delete Section H.3.b.(1-4);

9. Delete Section H.8;

10. Delete Section M;

B. Approve changes, such as verbiage cleanup, for clarity and conformity to current practices;

C. Adopt the revised Policy; and

D. Allow the Policy to become effective August 1, 2016, after approval to allow for an orderly transition and employee training on the new Policy.

BACKGROUND:

The Substance Abuse Policy was initially adopted by the Board of County Commissioners on December 16, 1997. Several revisions have been made to the policy to assure compliance with federal, state and local regulations. Upon receipt of a confirmed positive test result by the Human Resources Department for a reasonable suspicion or post-accident drug test, the County will immediately terminate the employee. Employees will be provided an opportunity for rehabilitation when they test positive for an illegal drug or substance resulting from a random drug test.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kerra Smith, Assistant County Attorney has reviewed for compliance.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Human Resources Director has provided the policy to those bargaining units with a contractual relationship with the BCC and met with them and discussed this policy as they desired. Several of their recommendations have been incorporated into the policy. The Substance Abuse Policy will be made available to the departments, divisions, and employees of the BCC by posting them on the County's web site and by electronic transmission upon request. Opportunities for training on the new policy will be provided.

Attachments

SubstanceAbusePolicy2016

Board of County Commissioners
Escambia County, Florida

Title:	Substance Abuse Policy – Section II, Part C.12
Date Adopted:	December 16, 1997
Effective Date:	~~July 1, 2012~~ _____ 2016, as amended
Policy Amended:	July 28, 1998; June 22, 1999; October 7, 1999, November 20, 2008, July 26, 2012

A. PURPOSE

Escambia County recognizes that employees are its most important resource and that the efficient functioning of the organization is directly related to the individual performance of each and every employee.

The use of drugs and alcohol is an increasing problem affecting many areas of our society and ranks as one of the major health problems in our country. Escambia County is no exception to this trend.

The County recognizes that employee alcohol and drug abuse can seriously impact the effective delivery of County services, the image of County employees, and the health, safety, and welfare of employees and the public. The pervasive presence of alcohol and substance abuse in our society, the resultant impact upon the workplace, and the County's obligation to its employees require the establishment of a drug-free workplace. The purpose of this policy is to establish a procedure for ensuring that a drug-free environment is maintained in the workplace, including all buildings, facilities, grounds, vehicles and any other property under the cognizance of the Board of County Commissioners and further to ensure that all employees are aware of this policy. ~~It's~~ The goal of the County is to provide a healthy, safe, and secure work environment for all employees. In return, employees must, as a condition of employment, abide by the terms of this policy.

B. SCOPE

This policy shall apply to all Escambia County employees under the Board of County Commissioners~~, including regular, probationary, term, intermittent, emergency, provisional, grant-funded, relief, temporary, seasonal, student assistants, and volunteers~~. Individuals working through a volunteer or temporary agency must adhere to the policy of that respective agency. Applicants and employees will adhere, when applicable, to 49 CFR Part 40 and the Omnibus Transportation Employee Testing Act of 1991, as amended and Florida Statutes, Chapter 112.440.

1. Definitions

The following definitions are used in this policy in accordance with the Florida Statutes, Chapter 440.102:

a. Mandatory-testing – a job assignment that requires the employee to carry a firearm, work closely with an employee who carries a firearm, perform life-threatening procedures, work with heavy or dangerous machinery, work as a safety inspector, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, work with controlled substances, or a job assignment that requires an employee security background check, pursuant to s. 110.1127, or a job assignment in which a momentary lapse in attention could result in injury or death to another person.

b. Special Risk position – a position that is required to be filled by a person who is certified under Chapter 633 or Chapter 943 of the Florida Statutes.

2. Notice to Employees and Job Applicants

a. One time only, prior to testing, the County shall give all employees and job applicants for employment a written policy statement with information ~~such as~~ <u>which contains the following:</u>

(1) A general statement of the County's policy on drug use,

(2) A statement advising the employee or job applicant of the existence of this section of the policy,

(3) A general statement concerning confidentiality,

(4) Procedures for employees and job applicants to confidentially report to the Medical Review Officer (MRO) the use of prescription or nonprescription medications both before and after being tested,

(5) A list of the most common medications, by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test,

(6) The consequences of refusing to submit to a drug test,

(7) A representative sampling of names, addresses, and telephone number of employee assistance programs and local drug rehabilitation programs,

(8) A statement that an employee or job applicant who receives a possible confirmed test result may contest or explain the result to the MRO within 5 working days after receiving written notification of the test result,

(9) A statement informing the employee or job applicant of his or her responsibility to notify the laboratory of any administrative or civil action brought pursuant to this section,

(10) A list of all drugs for which the County will test, described by brand name or common name, as applicable, as well as by chemical name,

(11) A statement regarding any applicable collective bargaining agreement or contract and the right to appeal to the Public Employees Relations Commission (PERC) or applicable court,

(12) A statement notifying employees and job applicants of their right to consult with a MRO for technical information regarding prescription or nonprescription medication, and

(13) The County shall include notice of drug testing on vacancy announcement for positions for which drug testing is required.

C. GENERAL POLICY

Escambia County Policy strictly prohibits employees from:

1. Using, possessing, selling, distributing, dispensing, or manufacturing any controlled substance, alcohol, or illegal drugs ~~while at work,~~ on Escambia County property, in County vehicles or while off <u>County</u> ~~the~~ premises performing work for the County;

2. Reporting for work or performing work under the influence of alcohol, a controlled substance, or illegal drug; <u>or having evidence of usage detected by appropriate testing or;</u>

3. Using County property or one's position to facilitate the manufacture, distribution, sale, dispensation, possession, or use of a controlled substance or illegal drug.

D. TYPES OF TESTING

1. Pre-Employment Testing

   a. An applicant selected for initial employment by Escambia County in a mandatory-testing position, a special risk position or a position which requires testing by a federal, state or local regulatory agency must successfully pass a drug screen urinalysis prior to beginning work.

   b. An applicant's failure to submit to the required pre-employment drug test shall be considered as a request for withdrawal from consideration for the position for which he or she applied.

   c. If the applicant fails to pass the pre-employment drug screening, he or she will be disqualified from consideration for employment for a period of 12 months from the date of the ~~test~~ <u>confirmed positive</u> result.

2. Annual or Bi-Annual Physical Examinations

   a. Employees in job classifications, which require an annual or bi-annual physical examination, will be required to submit to a drug screening as part of the physical examination.

   b. A listing of job classifications which require an annual or bi-annual physical examination shall be maintained in the Human Resources Department.

3. Reasonable Suspicion

   a. If the County has reason to suspect that an employee is violating this policy or when there is reasonable suspicion that the employee is under the influence of or is impaired by alcohol and/or an illegal controlled substance, the County will require the employee to submit immediately to medical tests administered for drug and/or alcohol testing which include the chemical analysis of breath, urine, and/or blood.

b. An employee's time involved in testing shall be considered time worked and the County shall pay the cost of such tests. The County is responsible for transporting the employee to the laboratory and getting the employee home. The employee will be placed on paid administrative leave pending the results of the laboratory test.

c. "Reasonable suspicion" is defined as a belief that an employee is using or has used drugs or alcohol in violation of this policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts, such as:

(1) Observable phenomena while at work, such as direct observation of drug use or of the physical or manifestations of being under the influence of a drug;

(2) Abnormal conduct or erratic behavior while at work or a significant, deterioration in work performance;

(3) A report of drug use, provided by a reliable and credible source. No action shall be taken on anonymous complaints;

(4) Evidence that an individual has tampered with a drug test during his or her employment with the County,

(5) Information that an employee has caused, contributed to, or been involved in an accident while at work, and

(6) Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working for the County or while on the ~~employer's~~ County ~~or off the~~ premises or while operating the ~~employer's~~ County's vehicle, machinery, or equipment.

d. Common signs which may indicate a drug or alcohol problem or circumstances which together shall create reasonable suspicion, include, but are not limited to the following:

(1) Observed drug or alcohol use during working hours.

(2) Signs of alcohol use: slurred speech, impaired coordination, red eyes, relaxation, smell of alcohol, unsteady walk, slowed reflexes, drowsiness, relaxed inhibitions.

(3) Signs of drug use:

a) Immediate

Odor of marijuana, drowsiness, irritability or anxiety, reduced concentration, mood elevation, feeling of well-being, followed by depression, violent behavior, hyperactivity, lack of focus on detail, confused behavior, panic.

b) Long term

Weight loss, memory loss, argumentative, frequent absenteeism or tardiness, depression, withdrawal, frequent unexplained disappearances.

(4) Drug paraphernalia

Rolling papers, roach clips, pipes, including glass, glass vials, dried plant material, white crystalline powder.

e. Management actions where reasonable suspicion exists:

(1) The requirement that an employee submit to alcohol and/or drug screening in accordance with this policy shall be approved or ratified by the Department Director and the County Administrator or designee.

(2) Management must promptly document in writing the facts constituting reasonable suspicion or violation of this policy.

(3) Appropriate management personnel shall accompany the subject employee to the testing facility and shall remain at the facility with the employee until testing is completed.

(4) Once the alcohol/drug testing collection process has been completed, the subject employee shall be relieved of duty and placed on paid administrative leave pending the results of such test(s). A confirmed positive test result will end the paid administrative leave and will result in the employee's termination.

(5) The subject employee shall not be permitted to operate a motor vehicle. Management shall arrange for the tested employee to be escorted home.

(6) A supervisor is not required to transport an employee exhibiting violent or threatening behavior. In such cases, the supervisor shall immediately contact the appropriate law enforcement agency.

4. Post-Accident Testing

a. Post-accident testing will be required for all work-related accidents which result in:

(1) Personal injury requiring ~~emergency medical treatment~~ medical attention which exceeds first aid;

(2) Property damage to County or private property that is estimated to be in excess of $1,000 where the initial assessment determines the employee was at fault or contributed to the accident. This assessment shall be made by the employee's supervisor or Risk Management; or,

(3) Any accident involving a County vehicle/equipment.

b. State law provides for the denial of workers' compensation benefits for employees who are injured while working and subsequently have a positive, confirmed drug test (Florida Statute 440.102(12)).

c. Nothing in this section shall interfere with or prevent post-accident testing required under any regulatory agency.

5. Random Testing

a. Random drug or alcohol testing shall be conducted for employees in job classifications which are classified as mandatory-testing or which fall under the jurisdiction of any Federal, State or Local regulatory agency which requires random drug or alcohol testing. A listing of these job classifications shall be maintained in the Human Resources Department.

b. Unless otherwise specified by a regulatory agency, ~~random drug testing shall be conducted at a minimum testing rate of 50% and random alcohol testing at 10%, spread reasonably throughout the year. "Reasonably" is defined as monthly~~ a random sample of employees chosen for drug testing (which includes alcohol by definition) may not constitute more than 10 percent of the total employee population. Pool selection to be quarterly.

c. To assure that the selection process is in fact random, all employees in a job classification for which random testing is required shall remain in the selections pool for each subsequent selection period, regardless of whether or not they have been selected for testing in the past.

d. A computerized, random number generating system operated by an independent agency shall be utilized to generate the list of employees to be tested.

e. All employees will be tested during their scheduled working hours. Advance notice of testing will not be given.

6. Post-Rehabilitative Testing

a. If an employee in the course of employment enters an Employee Assistance Program (voluntarily or involuntarily) for alcohol or drug-related problems, or an alcohol/drug rehabilitation program, the County shall require the employee to submit to drug tests as a follow-up to such program. This follow-up testing shall be conducted at least once a year but no more than quarterly for a 2-year period after completion of the program. Advance notice of a follow-up testing date shall not be given to the employee to be tested.

b. Employees not complying with these conditions of employment, and employees testing positive at any time during or following rehabilitation shall be subject to termination in accordance with this policy.

E. TESTING METHODOLOGY

1. Every reasonable effort will be made to obtain the most accurate drug and/or alcohol test results. Substance Abuse and Mental Health Services Administration (SAMHSA) laboratories shall be used.

2. Drug testing procedures will include a two-tiered testing program to ensure maximum accuracy in the test results, controlled specimen collection, and chain of custody documentation.

3. A two-tiered procedure means that an initial positive test will be confirmed by use of a gas chromatography test with mass spectrometry (GC/MS) or an equivalent scientifically accepted method which provides quantitative data about the detected drug. A portion of the initial sample shall be used for confirmation testing.

4. Alcohol testing shall consist of a standard blood-alcohol procedure or use of a breath analyzer.

5. All test results shall be reviewed by a Medical Review Officer (MRO). An MRO is a licensed physician knowledgeable in the medical use of prescription drugs and in the pharmacology and toxicology of illicit drugs. The MRO shall interpret and evaluate all positive and negative test results together with an individual's medical history and other relevant bio-medical information. An applicant/employee may confidentially report the use of any medication to the MRO.

6. Drugs which may be tested for, listed by chemical name and brand or common name, include; but are not limited to the following:

   a. Alcohol (booze, drink)
   b. Amphetamines (bithetaine, desoxyn, dexedrine)
   c. Cannabionoids (marijuana, hashish, hash, hash oil, pot, joint, roach, grass, weed, reefer)
   d. Cocaine (coke, blow, nose candy, snow, flake, crack)
   e. Phencyclidine (PCP, angel dust, hog)
   f. Methaqualone (Quaaludes, ludes)
   g. Opiates (opium, Dover's power, paregoric, parepectolin)
   h. Barbiturates (Phenobarbital, tuinal, amytal)
   i. Benzodiazepines (ativan, azene, clonopin, dalmane, diazepam, halcion, Librium, poxipam, restoril, serax, tranxene, valium, veratrin, xanax)
   j. Methadone (dolophine, methadone)
   k. Propoxyphene (darvocet, darvon N, dolene)

7. The following cutoff levels shall be used for the initial screening of specimens to determine whether they are positive or negative. All levels equal to or exceeding the following shall be reported as positive:

a.	Alcohol	0.02 B.A.C. %
b.	Amphetamines	1000 ng/ml
c.	Cannabinoids	50 ng/ml
d.	Cocaine	300 ng/ml
e.	Phencyclidine	25 ng/ml
f.	Methaqualone	300 ng/ml
g.	Opiates	2000 ng/ml
h.	Barbiturates	~~2~~3300 ng/ml
i.	Benzodiazepines	~~2~~3300 ng/ml
j.	Synthetic Narcotics: Methadone, Propoxyphene	300 ng/ml

8. All specimens identified as positive on the initial screening shall be confirmed by a second test. The following confirmation cutoff levels shall be used when analyzing specimens to determine whether they are positive or negative. All levels equal to or exceeding the following shall be reported as positive:

a.	Alcohol	0.02 B.A.C. %
b.	Amphetamines	500 ng/ml
c.	Cannabinoids	15 ng/ml
d.	Cocaine	150 ng/ml
e.	Phencyclidine	25 ng/ml
f.	Methaqualone	150 ng/ml
g.	Opiates	2000 ng/ml
h.	Barbiturates	~~20~~1500 ng/ml
i.	Benzodiazepines	~~20~~1500 ng/ml
j.	Synthetic Narcotics: Methadone, Propoxyphene	~~30~~1500 ng/ml

9. If a test for alcohol and/or drugs is not collectable because of possible tampering or adulteration, a second test will be requested, and may be observed. If a test for alcohol and/or drugs is rejected because of purposeful adulteration, the employee will be terminated. Any employee terminated for this reason, will forfeit unemployment compensation in accordance with Florida law. For applicants who fail this process, the job offer will be rescinded.

F. CONFIDENTIALITY

1. The results of drug or alcohol tests shall not be included in an applicant's or an employee's file but shall be retained by the Human Resources Department in a separate file, confidential and exempt from public inspection.

2. Any conditions of employment which may be established as a result of a positive drug or alcohol test will become part of the employee's personnel file.

3. Test results shall be considered confidential by the County and may be disclosed to management personnel only on a need-to-know basis or to any person upon the written consent of the employee or applicant.

4. Laboratories, employee assistance programs, drug and alcohol rehabilitation programs, and their agents who receive or have access to information concerning drug/alcohol test results shall be required to keep all information confidential.

G. EMPLOYEE ASSISTANCE PROGRAM

1. The County recognizes that alcoholism and drug use can and does interfere with an employee's ability to perform on the job. The County also recognizes that these problems can be successfully treated, enabling the employee to return to a satisfactory job performance level.

2. Employees who are concerned about their alcohol and/or drug abuse are strongly encouraged to voluntarily seek assistance. Eligible employees and their dependents may seek assistance through the County's Employee Assistance Program (EAP). The EAP provides confidential assessment, referral, and short-term counseling to employees whose personal problems are interfering with their job performance.

3. Voluntary participation in the EAP, or another mental health or substance abuse counseling program will not affect the employee's future career advancement or employment, nor will it protect an employee from disciplinary action if substandard job performance continues.

4. The Human Resources Department shall maintain a listing of employee assistance programs and local alcohol and drug rehabilitation programs available to employees.

5. The County will not discharge, discipline, or discriminate against an employee solely upon the employee's voluntarily seeking treatment for a drug or alcohol-related problem if the employee has not previously tested positive for drug or alcohol use.

H. EFFECT OF A POSITIVE DRUG/ALCOHOL TEST

1. When a confirmed positive drug or alcohol test result is received by the Human Resources Department, the Human Resources Director, or designee shall immediately notify the Department Director or Manager of the employee.

2. The Department Director or Manager shall immediately schedule the time and place for the employee, management and a representative from Human Resources to meet to inform the employee in writing of ~~the following:~~ the confirmed positive result~~, the leave, discipline, and counseling requirements, the appeal process, the return to work procedure, and the effect of a second positive result~~ and the associated discipline.

3. A first incident of a reasonable suspicion or post-accident confirmed positive test shall ~~be implemented as follows~~ result in termination of employment. A first incident of a random confirmed positive test shall result in the employee being placed in an unpaid leave status. This unpaid leave status will begin upon receipt of the confirmed positive result and will end upon the employee presenting a negative test result or the employee's termination if a negative sample is not provided as required under this paragraph. (If the employee has accrued annual or paid time off leave, they shall be permitted to use the leave. If the employee does not have accrued annual or paid time off leave, the employee shall be placed in a leave without pay status.) The employee shall have 30 calendar days from the date of the initial test sampling date to produce a negative test result in order to return to duty. If a negative test result is not received in the 30 day time period from the date of the initial test sampling date, the employee will be terminated. Any subsequent confirmed positive test whether from a reasonable suspicion, post accident or random test will result in the employee's termination.

   a. ~~Special Risk Job Classification Employees:~~

      ~~(1) An employee who is in the special risk job classification shall receive disciplinary action in the form of suspension without pay for 240 hours. The regular schedule of the employee shall be used for this suspension. Prior discipline notification for an incident of a confirmed positive test for employees in the special risk classification is not reasonable; therefore, the Notice of Pending Disciplinary Action (NOPDA) will not be administered.~~

      ~~(2)~~ ~~If eligible under the County's EAP,~~ T~~t~~he employee will be ~~recommended~~ referred to ~~utilize it~~ the County's EAP. Employees not eligible for the EAP will be ~~recommended~~ referred to meet with a Mental Health Counselor qualified in substance abuse evaluation. Any expenses incurred will be the responsibility of the employee. Employees shall be required to make an appointment with the EAP or a Mental Health Counselor and show proof of participating in counseling to the Human Resources Department within the first two (2) days of being placed on leave.

   b. ~~(3)~~ To return to work ~~T~~the employee shall obtain a drug test form from the Human Resources Department and report to the designated laboratory to be retested within one week prior to the last day of the ~~suspension~~ leave status. The employee shall report to the designated laboratory within 24 hours of receiving the drug test form. The employee shall remain on ~~suspension~~ leave status until a confirmed negative drug and/or alcohol test result has been received by the Human Resources Department. The date of receipt must be within 30 days of the date of the initial positive drug test.

   ~~b. Non-Special Risk Job Classification Employees:~~

      ~~(1) An employee who is in a non-special risk job classification shall be placed in a leave status by the County. If the employee has accrued annual or paid time off leave, they shall be permitted to use the leave. If the employee does not have accrued annual or paid time off leave, the employee shall be placed in a leave without pay status.~~

~~(2) If eligible under the County's EAP, the employee shall be required to utilize it. Employees not eligible for the EAP will be required to meet with a Mental Health Counselor qualified in substance abuse evaluation. As a condition of returning to work, the employee must enroll in a complete alcohol and/or substance abuse counseling and/or an educational or rehabilitation program as recommended by the EAP or counselor. Any expenses incurred shall be the responsibility of the employee.~~

~~(3) The employee shall be required to make an appointment with the EAP and show proof of participating in counseling within the first two (2) days of being placed on leave to the Human Resources Department. Failure to attend scheduled appointments may result in disciplinary action, up to and including termination.~~

~~(4) The employee shall continue to be on leave until released~~ to return to work ~~by the EAP to return to work~~ or a Mental Health Counselor ~~if ineligible for EAP~~. ~~The employee shall report to the designated laboratory to be retested within two (2) days~~ 24 hours ~~from this release. The employee shall also remain on leave until a confirmed negative drug or alcohol test has been received by the Human Resources Department.~~

4. The Human Resources Department will notify the employee and the supervisor when the employee has been cleared to return to work.

5. An employee who declines to participate in counseling, or who fails to complete drug/alcohol counseling, education, or rehabilitation as recommended by the counselor shall be ~~subject to disciplinary action, up to and including termination~~ terminated.

6. Upon returning to work after a positive test result, in addition to being subject to the random testing pool, the employee shall be subject to drug and/or alcohol testing for at least once a year but no more than quarterly for a 2-year period after completion of the program.

7. For a second positive confirmed test result, regardless of the time between tests or whether a negative result was obtained between tests, the employee will be terminated.

~~8. Employees who received disciplinary action who have a vested property interest in employment are entitled to typical due process protections.~~

I. REFUSAL TO SUBMIT TO DRUG AND/OR ALCOHOL TEST

1. An~~y~~ employee~~, whether regular, probationary, temporary, term, intermittent, emergency, provisional, grant-funded, student assistant~~ who refuses to submit to a test for alcohol or drugs which may be required in accordance with this policy shall be terminated.

2. An ~~injured~~ employee who is injured in a work related accident and refuses to submit to a test for alcohol and/or drugs forfeits eligibility for all medical and indemnity benefits under Florida Workers' Compensation law and is subject to termination consistent with this policy.

3. Employees who believe that reasonable suspicion has not been sufficiently demonstrated to require a drug test ~~should~~ shall, nevertheless, take the drug test and then may appeal the determination of reasonable suspicion, with the understanding that the drug test is null and void if it is found that reasonable suspicion has not been sufficiently demonstrated.

J. APPEAL PROCEDURE

1. Within five (5) working days after receiving notice of a positive, confirmed test result, an employee or job applicant may contest or explain the test results in writing to the Human Resources Department. Additionally, within (5) working days after receiving notice of a positive, confirmed test result, an employee must notify the laboratory conducting the test of any administrative or civil action regarding the test.

2. Within 72 hours of the MRO's notification, an employee may, at their option, have the same sample tested at a SAMHSA laboratory of their choice and at their cost.

3. The cost of drug testing not required by Escambia County is the responsibility of the employee or the applicant.

4. Employee appeals with respect to the determination of reasonable suspicion shall be considered by the County Administrator or his designee after meeting with the employee and the supervisory personnel supporting the test. Both parties shall be heard by the County Administrator or his designee and this decision shall be binding upon them. This paragraph shall not be deemed to limit the legal recourse of either the County or the employee with respect to the finding of reasonable suspicion, to bring an action in a court of appropriate jurisdiction to appeal the County Administrator's decision.

K. MANAGEMNT ACTIONS IN GENERAL

1. Management personnel (County Administrator, Department Directors, Managers and Supervisors) shall be responsible for the implementation and ~~uniform~~ equitable enforcement of this policy.

2. An employee shall not be ~~disciplined~~ terminated for a positive test result until a positive, confirmed test result is communicated to the County. However, if the employee's conduct in connection with the drug/alcohol testing amounts to conduct for which the County may otherwise discipline the employee, the County may take action prior to receipt of a ~~positive,~~ confirmed test result. Such action will not be considered disciplining twice for the same infraction.

3. Communication of a negative test result of a sample formerly reported positive and appealed by the employee, shall result in the employee being ~~reinstated~~ returned to work without any loss of pay or benefits.

4. Management personnel shall take disciplinary action in accordance with this policy, the Human Resources Policies and Procedures, and the Escambia County Board Policies ~~and Procedures~~.

L. OVER-THE-COUNTER OR PRESCRIPTION DRUGS

1. An employee who has been prescribed or issued a drug for any medical or other condition which might in any way impair his/her ability to perform the job must immediately notify their supervisor. The employee in consultation with appropriate medical authority (their physician or the County's Employee Clinic physician) shall determine whether the employee can work while taking the medication.

2. The employee shall be responsible for providing notification to the supervisor if any over-the-counter or prescription medication would jeopardize the health or safety of themselves or others.

~~**M. COLLECTIVE BARGAINING AGREEMENTS**~~

~~An employee who is a member of collective bargaining unit shall be subject to the drug/alcohol testing rules promulgated by agreement between the County and the bargaining unit.~~

~~**N**~~ **DRUG-FREE WORKPLACE ACT – FEDERAL LAW REQUIREMENTS**
M.

1. As a condition of employment, an employee must notify their supervisor in writing no later than five (5) calendar days after being convicted under a criminal drug statute for activity occurring at the workplace or for activity outside of the workplace if the offense could be reasonably expected to affect the employee's job function. (A criminal drug statute is any law, federal, state, or local, which makes unlawful the manufacture, distribution, dispensation, use, or possession of any controlled substance or illegal drug).

2. The County Administrator, or designee, is responsible for complying with the requirements of the Drug-Free Awareness Act of 1988 concerning reports to appropriate federal agencies with respect to employees convicted for violation of this Act.

3. This policy extends to private companies that work for the County under the terms of a management contract. This policy will be specifically referenced in future agreements with such firms.

4. Employees involved in Federally subsidized programs may be required to submit to drug testing in accordance with applicable Federal regulations.

~~**O**~~ **COMMUNICATION OF THIS POLICY**
N.

1. This policy will be made available to all employees via the County's internal website.

2. The Human Resources Department is responsible for communicating this policy to newly hired employees.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10088 **County Administrator's Report** **12. 5.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/05/2016
Issue: Community Redevelopment Agency Meeting Minutes, February 18, 2016
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, February 18, 2016 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the corrected February 18, 2016, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

BACKGROUND:

On February 18, 2016, a CRA meeting was convened to consider approval of multiple agenda items. A copy of the February 18, 2016, Meeting Minutes is attached.

On March 17, 2016, CRA Board Meeting was held and the Recommendation concerning the approval of February 18, 2016, Minutes was dropped from the Agenda due to scrivener error.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal consideration is not necessary for this recommendation.

PERSONNEL:

NHS/CRA staff compile the minutes for all CRA Board Meetings. No additional personnel is necessary.

POLICY/REQUIREMENT FOR BOARD ACTION:

It is policy that all Board Minutes be approved by the CRA Board.

IMPLEMENTATION/COORDINATION:

There are no implementation or coordination tasks associated with this recommendation.

Attachments

CRACorrectedFebruary2016Minutes_April2016

MINUTES
COMMUNITY REDEVELOPMENT AGENCY
February 18, 2016
8:45 a.m.

BOARD CHAMBERS, FIRST FLOOR,
ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA

Present:	Commissioner, District 3 - Acting Chairman Lumon May
	Commissioner, District 1 - Vice Chair Wilson Robertson
	Commissioner, District 2 Doug Underhill
	Commissioner, District 5 Steven Barry
Absent:	Commissioner, District 4 - Chairman Grover Robinson
Staff Present:	Jack R. Brown, County Administrator
	Alison Rogers, County Attorney
	Amy Lovoy, Assistant County Administrator
	Chip Simmons, Assistant County Administrator
	Clara Long, Division Manager
	Melanie Johnson, Administrative Assistant
	Tonya Gant, Department Director

Call to Order.

8:55 a.m.
(PLEASE TURN YOUR CELL PHONE TO THE VIBRATE, SILENCE, OR OFF SETTING)

Proof of publication

Escambia County Community Redevelopment Agency (CRA) Meeting was properly advertised in the Pensacola News Journal.

Motion made by Commissioner, District 1 - Vice Chair Wilson Robertson, Seconded by Commissioner, District 5 Steven Barry

Vote: 4 - 0

Other: Commissioner, District 4 - Chairman Grover Robinson (ABSENT)

I. Public Forum

II. Technical/Public Service

1 Recommendation Concerning Community Redevelopment Agency Meeting Minutes, February 18, 2016 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the February 18, 2016, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion made by Commissioner, District 1 - Vice Chair Wilson Robertson, Seconded by Commissioner, District 5 Steven Barry

Vote: 4 - 0

Other: Commissioner, District 4 - Chairman Grover Robinson (ABSENT)

III. Budget/Finance

1 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approve the following three Residential Rehab Grant Program Funding and Lien Agreements:

1 . The Agreements between Escambia County CRA and Colin West, Brittany Ortega, and Robert E. West, Jr., owners of residential property located at 106 Payne Road, Warrington Redevelopment District, each in the amount of $1,250 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;

2. The Agreements between Escambia County CRA and Mary Miller, owner of residential property located at 702 Roanne Lane, Palafox Redevelopment District, each in the amount of $2,687 representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 370115, Object Code 58301, to install a new roof;

3. The Agreements between Escambia County CRA and Robert E. Jr and Sandra L. West, owners of residential property located at 112 SE Kalash Road, Warrington Redevelopment District, each in the amount of $1,250 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection; and

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

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 1 - Vice Chair Wilson Robertson

Vote: 4 - 0

Other: Commissioner, District 4 - Chairman Grover Robinson (ABSENT)

2 Recommendation Concerning the Cancellation of two Residential Rehab Grant Program Liens - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approve the following cancellation of two Residential Rehab Grant Program Liens, as the Grant

recipients have met their Grant requirements:

Property Owner	Address	Amount
Mattie R. Carter	1900 West Maxwell Street	$2,874
Clark Lunt	4 Rowland Court A	$2,401

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

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 1 - Vice Chair Wilson Robertson

Vote: 4 - 0

Other: Commissioner, District 4 - Chairman Grover Robinson (ABSENT)

3 Recommendation Concerning Sponsoring the 3rd Annual Celebrating Brownsville Community Festival - Tonya Gant, Neighborhood and Human Services Department Director

That the Board take the following action to sponsor the 3rd Annual Celebrating Brownsville Community Festival, in the Brownsville Redevelopment Area, with a budget up to $15,000 to be funded through the Brownsville Tax Increment Financing (TIF).

[Funding Source: CRA Brownsville TIF Cost Center 370113]

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 2 Doug Underhill

Vote: 4 - 0

IV. Discussion/Information Items

To change the Community Redevelopment Agency meeting back to 9:00 a.m. instead of 8:45 a.m.

Motion made by Commissioner, District 1 - Vice Chair Wilson Robertson, Seconded by Commissioner, District 5 Steven Barry

Vote: 4 - 0

Other: Commissioner, District 4 - Chairman Grover Robinson (ABSENT)

1 That the Board review the Community Redevelopment Agency 5-year Expenditure Report.

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 2 Doug Underhill

Vote: 4 - 0

Other: Commissioner, District 4 - Chairman Grover Robinson (ABSENT)

Adjournment.
9:25 a.m.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10089 **County Administrator's Report 12. 6.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/05/2016
Issue: Community Redevelopment Agency Meeting Minutes, March 21, 2016
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, March 17, 2016 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the March 17, 2016, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

BACKGROUND:

On March 17, 2016, a CRA meeting was convened to consider approval of multiple agenda items. A copy of the meeting minutes is attached.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal consideration is not necessary for this recommendation.

PERSONNEL:

NHS/CRA staff compile the minutes for all CRA Board Meetings. No additional personnel is necessary.

POLICY/REQUIREMENT FOR BOARD ACTION:

It is policy that all Board Minutes be approved by the CRA Board.

IMPLEMENTATION/COORDINATION:

There are no implementation or coordination tasks associated with this recommendation.

Attachments

CRAMINUTES-MARCH2016

MINUTES
COMMUNITY REDEVELOPMENT AGENCY
March 17, 2016
9:00 a.m.

BOARD CHAMBERS, FIRST FLOOR,
ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA

Present:	Lumon May, Commissioner, District 3 - Acting Chairman
	Wilson Robertson, Commissioner, District 1 - Vice Chair
	Doug Underhill, Commissioner, District 2
	Grover Robinson IV, Commissioner, District 4
	Steven Barry, Commissioner, District 5
Staff Present:	Jack R. Brown, County Administrator
	Tonya Gant, Department Director
	Alison Rogers, County Attorney
	Amy Lovoy, Assistant County Administrator
	Chip Simmons, Assistant County Administrator
	Clara Long, Division Manager
	Melanie Johnson, Administrative Assistant

Call to Order. 9:05 a.m.

(PLEASE TURN YOUR CELL PHONE TO THE VIBRATE, SILENCE, OR OFF SETTING)

Proof of publication

Escambia County Community Redevelopment Agency (CRA) Meeting was properly advertised in the Pensacola News Journal.

Motion made by Commissioner, District 1 - Vice Chair Wilson Robertson, Seconded by Commissioner, District 4 Grover Robinson IV

Vote: 5 - 0 - Unanimously

I. Public Forum

1. ~~Recommendation Concerning Community Redevelopment Agency Meeting Minutes, February 18, 2016 - Tonya Gant, Neighborhood & Human Services Department Director~~

~~That the Board accept for filing with the Board's Minutes, the February 18, 2016, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.~~

CORRECTION TO THE MINUTES ON APRIL'S RECOMMENDATION

Motion made by Commissioner, District 1 - Vice Chair Wilson Robertson, Seconded by Commissioner, District 4 Grover Robinson IV Commissioner Lumon May, Acting Chairman to drop

Vote: 5 - 0 - Unanimously

II. Technical/Public Service

1. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approve the following nine Residential Rehab Grant Program Funding and Lien Agreements:

1 . The Agreements between Escambia County CRA and Terry J. and Mary E. Teschel , owners of residential property located at 316 Payne Road, Warrington Redevelopment District, each in the amount of $4,450 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to install a new roof;

2. The Agreements between Escambia County CRA and Terry J. Teschel, owner of residential property located at 314 Payne Road, Warrington Redevelopment District, each in the amount of $2,600 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to install a new roof;

3. The Agreements between Escambia County CRA and Jack M. Stringfield, owner of residential property located at 638 Lakewood Road, Barrancas Redevelopment District, each in the amount of $4,625 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, to install a new roof;

4.The Agreements between Escambia County CRA and Fireside Promenade, LLC, owner of residential property located at 315 East Palmetto Avenue, Warrington Redevelopment District, each in the amount of $5,638 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to install new windows;

5.The Agreements between Escambia County CRA and Willie F. and Ulander

Palmer, owners of residential property located at 1608 Gary Avenue, Brownsville Redevelopment District, each in the amount of $4,075 representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, Object Code 58301, for electrical rewiring;

6.The Agreements between Escambia County CRA and Evan L. Jr and Sheila Feltner, owners of residential property located at 5 Audusson Avenue, Barrancas Redevelopment District, each in the amount of $3,475 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, to install central heating and air conditioning system;

7.The Agreements between Escambia County CRA and Caroline D. Kirk, owner of residential property located at 401 South First Street, Warrington Redevelopment District, each in the amount of $4,151 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to install new windows;

8.The Agreements between Escambia County CRA and Donna K. Gilmore, owner of residential property located at 636 Lakewood Road, Barrancas Redevelopment District, each in the amount of $3,650 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, to install a new roof;

9.The Agreements between Escambia County CRA and Charles H. Wimberly and Elizabeth J. Wimberly, owner of residential property located at 8 Rowland Court, Warrington Redevelopment District, each in the amount of $6,000 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to install a new roof; and

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

Motion made by Commissioner, District 1 - Vice Chair Wilson Robertson, Seconded by Commissioner, District 4 Grover Robinson IV Commissioner Lumon May, Acting Chairman

Vote: 5 - 0 - Unanimously

III. Budget/Finance

1. That the Board review the Community Redevelopment Agency 5-year Tax Increment Financing (TIF) Expenditure Report.

Motion made by Commissioner, District 1 - Vice Chair Wilson Robertson, Seconded by Commissioner, District 4 Grover Robinson IV Commissioner Lumon May, Acting Chairman

Vote: 5 - 0 - Unanimously

IV. Discussion/Information Items:

Tabled for April 21, 2016 CRA Board Meeting

Motion made by Commissioner, District 1 - Vice Chair Wilson Robertson, Seconded by Commissioner, District 4 Grover Robinson IV Commissioner Lumon May, Acting Chairman

Vote: 4 - 0 - Unanimously

Adjournment. 9:10 a.m.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10114 **County Administrator's Report 12. 7.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/05/2016
Issue: Resolution for Northwest Florida Community Housing Development Corporation, Inc.
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Northwest Florida Community Housing Development Corporation, Inc.'s Proposed Disaster Housing Recovery Program - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Northwest Florida Community Housing Development Corporation, Inc.'s, proposed Disaster Recovery Housing Program, under the Community Contribution Tax Credit Program:

A. Adopt a Resolution certifying that the Northwest Florida Community Housing Development Corporation, Inc.'s proposed Disaster Recovery Housing Program, under the Community Contribution Tax Credit Program is consistent with local plans and regulations; and

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

BACKGROUND:

Northwest Florida Community Housing Development Corporation, Inc. (Corporation) wishes to apply as a sponsor for Community Contribution Tax Credit Program (CCTCP) funding through the State of Florida Department of Economic Opportunity. To submit an application to become a tax credit sponsor, Corporation must have a Resolution (Exhibit I) from the local government stating that the proposed project is consistent with local plans and regulations, including comprehensive plans. Corporation is a 501(c)3 entity that has the provision of affordable housing as part of its mission.

The CCTCP provides a financial incentive (up to 50 percent tax credit or sales tax refund) to encourage Florida businesses to make donations toward community development and housing projects for low-income persons. Corporation will partner with local businesses for contributions and volunteers to rebuild homes affected by the February tornados. An overview of the CCTCP is attached as Exhibit II.

BUDGETARY IMPACT:

Not applicable to this recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:
This Resolution has been approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:
Not applicable to this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:
Not applicable to this recommendation.

IMPLEMENTATION/COORDINATION:
Not applicable to this recommendation.

Attachments

Ex_I-Resolution
EX II-CCTCP Info Sheet

EXHIBIT I

RESOLUTION NUMBER R2016-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CERTIFYING THAT THE NORTHWEST FLORIDA COMMUNITY HOUSING DEVELOPMENT CORPORATION'S PROPOSED DISASTER RECOVERY HOUSING PROGRAM FOR LOW INCOME PERSONS IS CONSISTENT WITH LOCAL PLANS AND REGULATIONS INCLUDING COMPREHENSIVE PLANS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Northwest Florida Community Housing Development Corporation, Inc. has proposed to provide a disaster recovery housing program for low income persons in Escambia County, Florida; and

WHEREAS, Northwest Florida Community Housing Development Corporation, Inc. wishes to participate in the Community Contribution Tax Credit Program, as authorized by §212.08(5)(p), §220.183, and §624.5105, Florida Statutes; and

WHEREAS, in order to comply with the application requirements of the Community Contribution Tax Credit Program, as provided in §220.183(3), Florida Statutes, Northwest Florida Community Housing Development Corporation, Inc. has requested that Escambia County certify that the proposed disaster recovery housing program is consistent with local plans and regulations.

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

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

Section 2. That the Board of County Commissioners of Escambia County, Florida hereby certifies that the Northwest Florida Community Housing Development Corporation's proposed disaster recovery housing program for low income persons is consistent with local plans and regulations including comprehensive plans.

Section 3. That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

ADOPTED this _____ day of May, 2016.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC Approved_____

_____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____

Date: 4/26/16

THE COMMUNITY CONTRIBUTION TAX CREDIT PROGRAM

The Community Contribution Tax Credit Program (CCTCP) provides a financial incentive (up to 50% tax credit or sales tax refund) to encourage Florida businesses to make donations toward community development and housing projects for low-income persons.

The tax credit is easy for a business to receive. Businesses located anywhere in Florida that make donations to approved community development projects may receive a tax credit of up to 50 percent of the value of the donation. Businesses may take the credit on Florida corporate income tax, insurance premium tax or as a refund against sales tax (for businesses registered to collect and remit sales taxes with the Department of Revenue).

Before making a donation, please be sure it will qualify. A list of eligible organizations is available from the Department of Economic Opportunity (DEO). To receive approval, a business donating to an eligible sponsor need only submit a tax credit application with DEO. In order to claim the tax credit, simply attach proof of the approved donation when you file your state tax return. In order to claim a sales tax refund, submit an Application for a Sales Tax Refund. More details on the approval process are contained on page 4.

Non-profit organizations and units of state and local governments may apply to become eligible sponsors and solicit donations under the program. Eligibility requirements are listed on page 2.

This summary is based on Florida Statutes (sections 212.08 (5) (p), 220.183 and 624.5105). Readers are advised to consult these references for additional details.

FOR FURTHER INFORMATION, PLEASE CONTACT:

BURT C. VON HOFF

DEPARTMENT OF ECONOMIC OPPORTUNITY

DIVISION OF STRATEGIC BUSINESS DEVELOPMENT

107 EAST MADISON STREET; MSC 80

TALLAHASSEE, FLORIDA 32399

PHONE: 850/ 717-8974

FAX: 850/ 410-4770

E-mail: burt.vonhoff@deo.myflorida.com

Website: www.floridajobs.org

HOW TO BECOME AN APPROVED SPONSOR

To Qualify As A Sponsor, Your Organization Is Required To Meet The Following Criteria:

Be one of the following:

Community Action Program

Nonprofit community-based development organization providing community development projects, housing for low-income households, or increasing entrepreneurial and job development opportunities for low-income persons

Neighborhood Housing Services Corporation

Local Housing Authority

Community Redevelopment Agency

Historic Preservation District Agency or Organization

CareerSource Board (formerly Regional Workforce Board)

Direct-Support Organization (DSO)

Enterprise Zone Development Agency

Unit of Local Government

Unit of State Government

- Sponsor a project to provide, construct, improve, or substantially rehabilitate housing, commercial, industrial, or public facilities, or to promote entrepreneurial or job development opportunities for low-income persons in an area designated as a Florida Enterprise Zone as of May 1, 2015, or Front Porch Community (Please see page 3 for a list of zones and communities).

OR

- Sponsor a project to increase access to high-speed broadband capability in rural communities with enterprise zones (including projects that result in improvements to communication assets that are owned by a business).

HOUSING PROJECTS FOR LOW-INCOME PERSONS OR PERSONS WITH SPECIAL NEEDS

- A project designed to provide, construct or rehabilitate housing for low-income persons or for persons with special needs does not have to be located within an Enterprise Zone or a Front Porch Community.

FLORIDA ENTERPRISE ZONES *

AREAS LOCATED WITHIN THESE CITIES OR COUNTIES HAVE ENTERPRISE ZONES:

Bradenton
Brooksville/Hernando County
Broward County
Calhoun County
Century
Charlotte County
Citrus County
Clearwater
Cocoa
Columbia County
Crestview/Okaloosa County
Daytona Beach
DeFuniak Springs
DeSoto County
Escambia County
Everglades City
Ft. Myers/Lee County
Ft. Pierce
Franklin County
Freeport
Gadsden County
Gainesville
Glades County
Gulf County
Hamilton County
Hardee County
Hendry County
Highlands County
Hillsborough County
Holmes County
Immokalee (Collier County)
Indian River County/Vero Beach
Jackson County
Jacksonville
Kissimmee/Osceola County
Lake Apopka
Lake County
Lakeland
Levy County
Liberty County
Madison County
Martin County
Miami - Dade County
Oak Hill
Ocala
Okeechobee County
Orange County
Pahokee
Palm Bay
Palm Beach County
Palmetto/Manatee County
Pensacola
Putnam County
St. Marks
St. Petersburg
Sarasota
Sumter County
Suwannee County
Tallahassee/Leon County
Tampa
Taylor County
Wakulla County
Walton County
Washington County
Winter Haven

FRONT PORCH COMMUNITIES *

Bartow
Bradenton
Daytona Beach
Ft. Lauderdale
Ft. Walton: Sylvania Heights
Gainesville
Gifford
Immokalee
Jacksonville: Sherwood Forest
Miami: Riverside Community
Ocala
Opa-Locka/North Dade County
Orlando
Pensacola
Sanford: Goldsboro
Sarasota: Newton
St. Petersburg
Tallahassee
Tampa
West Palm Beach

* A project designed to provide, construct or rehabilitate housing for low-income persons does not have to be located within an Enterprise Zone or a Front Porch Community.

TO BECOME A SPONSOR, YOUR ORGANIZATION MUST SUBMIT A PROPOSAL TO THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITH THE FOLLOWING INFORMATION:

- A copy of your organization's articles of incorporation, by-laws, or other documentation establishing eligibility as a sponsor.
- A project narrative describing the eligible activity and listing the type(s) of contributions to be sought and their intended use.
- Documentation that the project is located in an Enterprise Zone or a Front Porch Community. (not required if your agency is providing housing for low-income persons).
- A resolution from the local government (where the project is located) stating that the project is consistent with local plans and regulations (including comprehensive plans).

Once your agency has received written approval from DEO, you may begin accepting eligible contributions. Project approval expires on June 30 of each year. A sponsor must be recertified for each subsequent year to continue to be eligible to accept contributions.

HOW TO RECEIVE A TAX CREDIT OR REFUND

WHO IS ELIGIBLE?

Any business paying Florida corporate income tax or insurance premium tax is eligible to receive a tax credit of up to 50 percent of the value of donations to approved projects. Any business registered with the Department of Revenue to collect and remit sales tax is eligible to apply for a refund of up to 50 percent of the value of donations to approved projects.

WHAT IS AN ELIGIBLE CONTRIBUTION?

Cash, property, and goods donated to approved sponsors are eligible for the credit. **Donations must be directly used in the approved project.** Dues and services are not eligible donations. Contributions may not be used to pay the administrative or operational costs of the sponsor.

Donations to approved housing projects may include: project development impact and management fees; down payment and closing costs; housing counseling and marketing fees (not to exceed 10 percent of the donation); removal of liens recorded against residential property by municipal, county or special-district local governments.

An organization must be approved as a sponsor before it receives a donation eligible for this tax credit. A list of all approved sponsors is available from the DEO.

HOW MUCH CREDIT CAN A BUSINESS RECEIVE?

A business is eligible to receive credits of up to $200,000 per tax year.

Unused corporate income tax credits may be carried over for up to 5 years. Unused sales tax refunds may be claimed for three years after the first refund application.

There are $21.9 million dollars in state tax credits available each fiscal year (July 1 - June 30) There will be $18.4 million tax credits for projects that provide homeownership opportunities for low-income persons or housing opportunities for persons with special needs. There will be $3.5 million tax credits for all other projects. Tax credit applications will be received from July 1 – July 15 before they are processed and will be approved on a pro rata basis if requested applications exceed tax credit allocations. After July 15th tax credit applications will be processed on a first-come, first-served basis if tax credits are available.

TO CLAIM A 50 PERCENT TAX CREDIT YOUR BUSINESS NEEDS TO:

1. Contact DEO to determine whether or not the contribution qualifies for a tax credit.
2. Send a completed Application for a Community Contribution Tax Credit (Form 8E-17TCA#01) to DEO, with the following attachments:
    - A copy of the check, invoice(s), or deed and appraisal (within 12 months);
    - A copy of the sponsor's approval or recertification letter.
    - Proof that the donation was received (Sponsor Acknowledgement letter).
3. Submit a copy of the donation approval letter when you file your Florida Corporate Income Tax Return (form F-1120) or Insurance Premium Tax Return (DR-908).

TO CLAIM A SALES TAX REFUND YOUR BUSINESS NEEDS TO:

4. Complete steps 1 and 2 above and submit an Application for Refund (Form DR-26S) along with a copy of DEO's approval letter (only one sales tax refund application per year)

ENTERPRISE ZONE DEVELOPMENT AGENCY CONTACTS (As of October 28, 2014)

LOCATION	NUMBER	CONTACT	PHONE	FAX
Bradenton	EZ-4101	Volker Reiss	941/932-9402	941/932-9534
Brooksville/Hernando County	EZ-2701	Bill Geiger	352/540-3810	352/544-5424
Broward County	EZ-0601	Thomasina Turner	954/828-4514	954/828-4500
Calhoun County	EZ-0701	Kristy Terry	850/674-4519	850/674-4962
Century	EZ-1701	Kristina Wood	850/256-3208	850/256-0318
Charlotte County	EZ-0801	Debrah Forester	941/764-4943	941/764-4943
Citrus County	EZ-0901	Jim Faulkner	352/527-5532	352/527-5252
Clearwater	EZ-5202	Audra Aja	727/562-4022	727/562-4075
Cocoa	EZ-0501	Susan D. McGrady	321/433-8510	321/433-8513
Columbia County	EZ-1202	Glenn Hunter	386/758-1033	386/758-1167
Crestview/Okaloosa County	EZ-4601	Nathan Sparks	850/362-6467	850/362-6471
Daytona Beach	EZ-6401	Don Gooding	386/671-8055	386/671-8059
DeFuniak Springs	EZ-6601	Loretta Laird	850/892-8500	850/892-8570
DeSoto County	EZ-1401	Mandy Hines	863/993-4800	863/993-4809
Escambia County	EZ-1703	Victoria D'Angelo	850/595-3585	850/595-3218
Everglades City	EZ-1102	David Harraden	239/695-3299	239/695-4155
Ft. Myers/Lee County	EZ-3601	Warren Baucom	239/338-3161	239/338-3227
Ft. Pierce	EZ-5601	Linda Cox	772/467-3052	772/461-2954
Franklin County	EZ-1901	Alan C. Pierce	850/653-9783	850/653-9799
Freeport	EZ-6602	Latilda R. Hughes-Neel	850/835-2340	850/835-3137
Gadsden County	EZ-2001	Henry G. Grant	850/875-7255	850/875-7257
Gainesville	EZ-0101	Lynn Janoski	352/393-8206	352/334-2132
Glades County	EZ-2201	Tracy Whirls	863/946-0300	863/946-0777
Gulf County	EZ-2301	Donald Butler	850/229-6106	850/229-9252
Hamilton County	EZ-2401	Susan Ramsey	386/792-6828	386/792-0559
Hardee County	EZ-2501	Sarah Pelham	863/773-3030	863/773-4915
Hendry County	EZ-2601	Jennifer Price	863/675-6007	863/674-9024
Highlands County	EZ-2801	Stephen Weeks	863/453-2818	863/453-2822
Hillsborough County	EZ-2902	Lynn I. Schultz	813/914-4028	813/914-4027
Holmes County	EZ-3001	Raymon Thomas	850/547-6154	850/547-4206
Immokalee (Collier County)	EZ-1101	Bradley Muckel	239/867-0027	239/252-6455
Indian River County/Vero Beach	EZ-3101	Helene Caseltine	772/567-3491	772/778-3181
Jackson County	EZ-3201	Bill Stanton	850/526-4005	850/526-4008
Jacksonville	EZ-1601	Ed Randolph	904/630-1858	904/630-1019
Kissimmee/Osceola County	EZ-4901	Christina Morris	407/742-4207	407/742-4202
Lake Apopka	EZ-4802	Jason Reynolds	407/836-5547	407/836-0920
Lake County	EZ-3501	Robert Chandler	352-742-3905	352-343-9558
Lakeland	EZ-5301	Jason Willey	863/834-6011	863/834-8432
Levy County	EZ-3801	David J. Pieklik	352/493-6797	352/221-5113
Liberty County	EZ-3901	Johnny Eubanks	850/643-2359	850/643-3334
Madison County	EZ-4001	Sherilyn Pickels	850/973-3179	850/973-6880
Martin County	EZ-4301	Jill Marasa	772-221-1380	772-221-1380
Miami - Dade County	EZ-1301	Freenette Williams	305/375-2845	305/375-5262
Oak Hill	EZ-6402	Mike Arman	386/345-3522	386/345-1834
Ocala	EZ-4201	Melanie Gaboardi	352/629-8312	352/629-8242
Okeechobee County	EZ-4701	Robbie Chartier	863/763-9312	863/763-0118
Orange County	EZ-4801	Jason Reynolds	407/836-5547	407/836-0920
Pahokee	EZ-5001	Erica Washington	561/924-5534	561/924-8104
Palm Bay	EZ-0502	Edyie McCall	321-952-3413	321-952-3412
Palm Beach County	EZ-5002	Pam Nolan	561/233-3678	561/656-7546
Palmetto/Manatee County	EZ-4102	Cheri Coryea/Debbie DeLeon	941/749-3030	941/749-3040
Pensacola	EZ-1702	Ed Spears	850/436-5652	850/595-1143
Putnam County	EZ-5401	Dana C. Jones	386/328-1503	386/328-7076
St. Marks	EZ-6501	Zoe Mansfield	850/925-6224	850/925-5657
St. Petersburg	EZ-5201	Brian Caper	727/893-7035	727/892-5465
Sarasota County	EZ-5801	Dru Jones	941/365-2200	941/373-7766
Sumter County	EZ-6001	Bradley Arnold	352/689-4400	352/689-4401
Suwannee County	EZ-6101	Alvin Jackson	386/364-1700	386/362.4758
Tallahassee/Leon County	EZ-3701	Benjamin H. Pingree	850/521-3110	850/425-1056
Tampa	EZ-2901	Ed Johnson	813/242-3806	813/242-3830
Taylor County	EZ-6201	Clay Olson	850/838-3508	850/838-3546
Wakulla County	EZ-6502	Melissa Corbett	850/926-3695	850/926-1528
Walton County	EZ-6603	Dede Hinote	850/892-8155	850/892-8454
Washington County	EZ-6701	Chris MacBlain	850/638-4157	850/638-8770
Winter Haven	EZ-5302	Sean Byers	863/298-7932	863/297-3090

FRONT PORCH COMMUNITY LIAISONS

LOCATION	CONTACT	PHONE
Bartow: West Bartow Neighborhood	LeVonia Wynn	(863) 533-1773
Bradenton	Theodore Jenkins	(941) 747-8054
Daytona Beach: Central City of Daytona Beach	Francis Mobley	(386) 253-9474
Fort Lauderdale: Dorsey-Riverbend Neighborhood	Matt Walters	(954) 332-0230
Fort Walton Beach: Sylvania Heights	Robert Gray	(850) 244-2484
Gainesville: Duval Heights Neighborhood	Juanita Miles-Hamilton	(352) 334-7260
Gifford Front Porch (Vero Beach)	Aundrea Perry	(772) 453-4027
Immokalee: Greater Immokalee Southside Front Porch	Vicki Carr	(239) 634-4361
Jacksonville: Sherwood Forest	Gilbert Stokes	(904) 768-1515
Miami: Riverside Community of Little Havana	Vacant	N/A
Ocala: West Ocala Front Porch Community	Narvella Haynes	(352) 369-2921
Opa-Locka/North Dade	Mary Alice Brown	(305) 769-6369
Orlando: Holden Heights Neighborhood	Sharon Wiley	(407) 849-0135
Pensacola Northwest Florida Community Outreach Development Corporation	Jacqueline Miles	(850) 607-7627
Sanford: Goldsboro Neighborhood	Vernon McQueen	(407) 302-1377
Sarasota: Newtown Community	Lori Benton	(941) 373-7886
St. Petersburg Front Porch	Lolita Dash	(727) 898-6144
Tallahassee: Frenchtown Community	Darryl Scott	(850) 284-0172
Tampa: Heart of East Tampa	Johnetta Goldsmith	(813) 237-4127
West Palm Beach: Northwood, Pleasant City & Northwest Community	Coni Williams	(561) 352-3737

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10119 **County Administrator's Report** **12. 8.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/05/2016
Issue: CareerSource Escarosa - Local Workforce Development Board Services Plan
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the CareerSource Escarosa Local Workforce Development Board Services Plan - Tonya Gant, Neighborhood & Human Services Department Director

That the Board approve and authorize the Chairman to sign the CareerSource Escarosa Local Workforce Development Board Services Plan. As required by the Workforce Innovation and Opportunity Act (WIOA), all area Workforce Boards are required to submit a Local Workforce Development Area (LWDA) service plan.

BACKGROUND:

In July of 2014, President Obama signed into law the Workforce Innovation and Opportunity Act (WOIA) which replaced the Workforce Investment Act of 1998. Under WIOA, States and local workforce development boards are required to submit a Services Plan addressing how career services will be delivered as required by federal law. The plan addresses the administrative and fiscal entity for the local area and includes the Interlocal Agreements with Escambia and Santa Rosa counties and the CareerSource Escarosa By-Laws. The plan also details involvement of local elected officials; Escarosa Board of Directors; community organizations; economic development; education; vocational rehabilitation and other related organizations that will be involved in the process. A Draft of the WIOA Plan was posted to CareerSource Escarosa website on February 26, 2016 and made available to our Chief Elected Officials (Escambia and Santa Rosa counties) and CareerSource Escarosa Board of Directors for initial review. The final draft was published on March 11, 2016 and posted to the CareerSource Escarosa website and noticed in the Pensacola News Journal. The final draft was sent to numerous entities to include the Transportation for the Disadvantaged; Early Learning Coalition; Escarosa Coalition on the Homeless and other organizations in the educational and economic development fields. The Board shall be responsible for the approval of the Services Plan as prepared every two to five years as required by United States Department of Labor (USDOL), or Department of Economic Opportunity (DEO). CareerSource Escarosa shall be responsible for any notifications of changes or

modifications necessary to keep the plan current to the County Commissioners, as required for information. The plan was available for public comment for thirty (30) days and no comments were received.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's office has approved the plan as to form and legal sufficiency by Meredith Crawford.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, the plan shall be submitted to the Department of Economic Opportunity (DEO) by April 30, 2016. CareerSource Escarosa has coordinated with the Department of Neighborhood and Human Services in submission of this request.

Attachments

Services Plan
Attachment A Interlocal
Attachment B Bylaws
Attachment C Economic Conditions
Attachment D Labor Market Analsys
Attachment E Vocational Rehab
Attachment F Other Partner Agencies
Attachment G Public Comments

04/12/16

FINAL

CareerSource ESCAROSA

Local Workforce Development Area I

Tel 850-473-0939

3670 North "L" Street; 2nd Floor
Pensacola, FL 32505

www.careersourceescarosa.com
ckrut@careersourceescarosa.com

Date Submitted: April 29, 2016

Plan Contact: Cliff Krut, Executive Director

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INTRODUCTION

These guidelines direct the first local plan submitted by your area under the Workforce Innovation and Opportunity Act. WIOA requires each local workforce development board (LWDB or local board) to develop and submit, in partnership with the local chief elected official, a comprehensive four-year plan to the state. The WIOA four-year plan will be effective July 1, 2016 – June 30, 2020. The law emphasizes the importance of collaboration and transparency in the development and submission of the plan. Affected entities and the public must have an opportunity to provide input in the development of the plan. The local board must make the plan available through electronic means and in open meetings in order to ensure transparency to the public.

The LWDBs must provide leadership in assembling their plan. LWDBs also should seek broad stakeholder involvement in the development of their local plan. Local elected officials, local workforce development board members, core program partners and mandatory one-stop partners must be an integral part of the planning process. WIOA encourages an enhanced, integrated system by including new core programs in its planning and performance requirements. Each plan will address how the LWDB will coordinate service delivery with the new core programs of Vocational Rehabilitation, Blind Services and Adult Education.

Each LWDB's plan should be based on the current and projected needs of the workforce investment system, placing an increased emphasis on coordination and collaboration at all levels to ensure a seamless system for job seekers, including those with disabilities, and employers. The plan must include an identification of the education and skill needs of the workforce and employment needs of the local area and include an analysis of the strengths and weaknesses of services to address these identified needs. The assessment must include the best available information or evidence of effectiveness and performance information for specific service models as well as a plan to improve the effectiveness of such programs by adopting proven or promising practices as a part of the local vision. The LWDB should provide a complete view of the system-wide needs of the local workforce development area.

The plan must address how the LWDB will foster strategic alignment, improve service integration and ensure that the workforce system is industry-relevant, responding to the economic needs of the local workforce development area and matching employers with skilled workers. The local plan must lead to greater efficiencies by reducing duplication and maximizing financial and human resources. These plan guidelines require LWDBs to address current and future strategies and efficiencies to address the continuous improvement of Florida's workforce system and its focus on customer service excellence. This plan should align with the business- and market-driven principles of the CareerSource Florida network.

PROCESS FOR PLAN SUBMITTAL

All plans must be submitted no later than 5:00 p.m. (EST) on April 30, 2016 by emailing the completed plan to both WIOA-LocalPlans@deo.myflorida.com and FloridaWIOA@careersourceflorida.com.

Prior to plan submission, please ensure:

- The local board has reviewed and approved the plan;
- The board chair and the chief elected official have signed the signature page , with an original submitted to CareerSource Florida by mail and a scanned copy sent to both WIOA-LocalPlans@deo.myflorida.com and FloridaWIOA@careersourceflorida.com;
- The structure and numbering follows the plan instructions format;
- The plan is one continuous and searchable PDF document that includes all attachments;
- Responses to all questions are informative and concise;
- The name of the region, the page number and plan submission date are listed in the footer of the document;
- A table of contents with page numbers is included and each page of the plan is numbered; and
- Text typed with a font size of 11 or greater.

Please send an email to both WIOA-LocalPlans@deo.myflorida.com and FloridaWIOA@careersourceflorida.com to confirm plan submission and begin its official Department of Economic Opportunity (DEO) review. Upon submission, all plans will be reviewed immediately for completeness and adherence to plan formatting requirements. If there are questions or concerns, LWDBs will be notified. The content of plans will be reviewed by both DEO and CSF staff with a recommendation for approval/disapproval provided to the CSF Board of Directors at its meeting scheduled for May 26, 2016. A recommendation for approval will be made unless the staff review indicates that: (1) there are deficiencies in local workforce investment activities that have not been addressed, or (2) the plan is determined inconsistent with WIOA and the regulations of WIOA, including required public comment provisions.

KEY DATES

Local Plan Guidelines Issued ..... November 12, 2015

Local Plan Consultation Meeting ..... November 18, 2015

Local Plan Instruction Webinar ..... December 8, 2015

WIOA State Plan Due ..... March 3, 2016

Local Plans Due ..... April 30, 2016

Local Plans Approved ..... May 26, 2016

WIOA Program Year 2016 Begins ..... July 1, 2016

FLORIDA'S VISION FOR IMPLEMENTING THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

Through the implementation of the Workforce Innovation and Opportunity Act (WIOA), Florida will have a business-led, market-responsive, results-oriented and integrated workforce development system. The enhanced system will foster customer service excellence, seek continuous improvement and demonstrate value by enhancing employment opportunities for all individuals, including those with disabilities. This focused and deliberate collaboration among education, workforce and economic development networks will maximize the competitiveness of Florida businesses and the productivity of Florida's workforce, thus increasing economic prosperity. Florida's strategic vision for WIOA implementation will be realized by accomplishing these three goals:

- Enhance alignment and market responsiveness of workforce, education and economic development systems through improved service integration that provides businesses with skilled, productive, and competitive talent and Floridians with employment, education, training and support services that reduce welfare dependence and increase opportunities for self-sufficiency, high-skill and high-wage careers and lifelong learning.

- Promote accountable, transparent and data-driven workforce investment through performance measures, monitoring and evaluation that informs strategies, drives operational excellence, leads to the identification and replication of best practices and empowers an effective and efficient workforce delivery system.

- Improve career exploration, educational attainment and skills training for in-demand industries and occupations for Florida youth that lead to enhanced employment, career development, and credentialing and post-secondary education opportunities.

ORGANIZATIONAL STRUCTURE

(1) Chief Elected Official(s) (CEO)

A. Identify the chief elected official(s) by name, title, mailing address, phone number and email address.

Escambia Board of County Commissioners
Grover C. Robinson, IV – Chair
221 Palafox Place Suite 400
Pensacola, FL 32502
850-595-4940
District4@myescambia.com

Santa Rosa Board of County Commissioners
Lane Lynchard – Chair
6495 Caroline Street, Suite M
Milton, FL 32570
850-983-1877
Comm-lynchard@santarosa.fl.gov

B. If the local area includes more than one unit of general local government in accordance with WIOA sec. 107(c)(1)(B), attach the agreement that has been executed to define how the parties will carry out the roles and responsibilities of the chief elected official.

The Interlocal Agreement between Santa Rosa Board of County Commissioners, Escambia County Board of County Commissioners and Workforce Escarosa, Inc., (dba CareerSource Escarosa), hereinafter referred to as Escarosa, is **Attachment A**

C. Attach a copy of the agreement executed between the chief elected official(s) and the Local Workforce Development Board.

Please see **Attachment A.**

D. Describe the by-laws established by the CEO to address the criteria contained in §679.310(g) of the proposed WIOA regulations:

i. The nomination process used by the CEO to elect the local board chair and members;

The Interlocal Agreement stipulates under Section II B) and C), the process and responsibility of each Board of County Commissioners appointments to the Board. A general purpose business organization submits nominees for private sector business appointments to the appropriate Board of County Commissioners for the county being represented. Private sector representation as stipulated in the Interlocal Agreement will be equal between both counties. Other required members such as labor, are approved by both boards of county commissioners.

ii. The term limitations and how the term appointments will be staggered to ensure only a portion of membership expire in a given year;

Escarosa's By-Laws (Article III Section 4) stipulate Board membership and staggered terms **(Attachment B)**. Escarosa was established in 1996 and at the initial process of implementing the organization, the terms were staggered. As the organization has been in existence for 20 years, the terms have remained staggered due to normal resignations and expirations or terms. The terms of the members are monitored by the Executive Director to insure vacancies are addressed.

iii. The process to notify the CEO of a board member vacancy to ensure a prompt nominee;

The Boards of County Commissioners are not notified of vacancies at time they occur, as they appoint the members once nominated, but normally do not participate in the nomination process. For Private Sector Business representatives, local chambers and economic development entities for the county in which the vacancy exists, are notified of vacancies so that they can reach out and recruit members for the local workforce boards (LWBs). For required partners, such as labor, education, economic development, and vocational rehabilitation, those organizations normally provide a nomination to fill a spot being vacated by their previous representative. At the time the nominees are identified by the general business entity or required partner, the nominee(s) information is provided to the Boards of County Commissioners for their review and appointment.

iv. The proxy and alternative designee process that will be used when a board member is unable to attend a meeting and assigns a designee as per the requirements at §679.110(d)(4) of the proposed WIOA regulations;

Escarosa's By-Laws do not allow for proxy voting or designees. (Article II Section 5). To allow for proxy voting, the By-Laws will need to be amended.. By-Laws are reviewed annually and any revisions occur at the September meeting of the Board of Directors.

v. The use of technology, such as phone and Web-based meetings, that will be used to promote board member participation;

Teleconferencing and webinars are allowable and are used for LWB meetings. (Article II Section 6 – Escarosa By-Laws) Meetings of the Board are announced electronically and all Board materials are posted to Escarosa's website. In addition, a legal ad is placed in the Pensacola News Journal to direct the public to the website and to notify the public of the physical location of the meeting.

vi. The process to ensure board members actively participate in convening the workforce development system's stakeholders, brokering relationships with a diverse range of employers, and leveraging support for workforce development activities; and,

Escarosa's Board of Directors is actively involved in brokering relations and support for Escarosa's workforce development activities. The Chair, Scott Ginnetti, is an active member of the State's Workforce Development Chair's Association; sits on various community initiative advisory councils; other Boards, and promotes Escarosa and its services via these activities. The Chair and Vice Chair encourage interaction of all Board members and involve Board members in Committees of the Board and ensure Chairs of all Committees are Board members. The Escarosa By-Laws stipulate attendance and members can be removed for unexcused absences from the meetings.

vii. Any other conditions governing appointments or membership on the local board.

As previously stated, for required partners/members – organizations that represent that specific partner/member are notified of vacancies and identify potential members for appointment. When the nominees are received, Escarosa provides those nominations to County representatives for review and submission to the Commissioners for appointment. The Board will review membership and may ask the County Commissioners for additional appointments once Florida Statutes are revised and signed by the Governor for the 2016 Legislative Session. This shall be reviewed also at the September Board of Director's meeting.

E. Provide a description of how the CEO was involved in the development, review and approval of the plan.

The Chief Elected Officials and his/her representative were notified of the plan process and were provided updates throughout the process. A ***rough draft*** of the plan was posted to Escarosa website on February 26th and a notice was sent to interested parties, partners, CEOs and Board members for review and input. Any comments received from the rough draft were reviewed and incorporated as appropriate. The ***final draft*** plan was submitted to the CEOs and his/her representatives for review and comment on March 11, 2016 which also began the 30 day public comment period. A public comment was received on April 8, 2016 and is included under Attachment G.

(2) Local Workforce Development Board (LWDB)

A. Identify the chairperson of the Local Workforce Development Board by name, title, mailing address, phone number and email address. Identify the business that the chair represents.

Scott Ginnetti, Chair
3670 North "L" Street, 2nd Floor
Pensacola, FL 32505
850-291-2737
Scott.Ginnetti@bhcpns.org
Baptist Healthcare of Pensacola

B. Provide a description of how the LWDB was involved in the development, review, and approval of the plan.

The LWDB was notified of the Plan instructions and timeline at the January 21, 2016 Board of Director's Meeting. The LWDB members were notified via a teleconference call on February 25, 2016, of the rough draft plan posting to our website on February 26th. The members were asked to review the rough draft and asked to participate by offering suggestions/comments throughout the process. On March 11, 2016, the final draft was completed and became available for public comment,. The final draft of the plan was provided to all members and posted to Escarosa's website for review on March 11th. A comment was received on April 8, 2016 and provided to the Board of Directors at the April 21th Board meeting.

(3) Local Grant Subrecipient (local fiscal agent or administrative entity)

A. Identify the entity selected to receive and disburse grant funds (local fiscal agent) if other than the chief elected official. WIOA section 107(d)(12(B)(1)(iii); 20 CFR 679.420

Please see Attachment A, Interlocal Agreement, Section III, D. Escarosa is designated by both Boards of County Commissioners as the administrative and fiscal entity for LWDA 1.

B. Identify the entity selected to staff the LWDB (commonly referred to as the administrative entity) and assist it in carrying out its responsibilities as a board organized under WIOA. (May be the same as the fiscal agent). 20 CFR 679.430

Please see Attachment A, Interlocal Agreement, Section III, D.

C. If a single entity has been selected to operate in more than one of the following roles: local fiscal agent, local board staff, one-stop operator or direct provider of career services or training services, attach the agreement that describes how the entity will carry out its multiple responsibilities including how it will develop appropriate firewalls to guard against any conflict of interest.

Escarosa does operate as the fiscal agent and administrative entity for the LWDB as approved in the Interlocal Agreement, and has been designated to do so since 1996. Escarosa is required to submit its annual budget to both Boards of County Commissioners as well as its fiscal audit as performed by an independent accounting firm. All monitoring reports are posted to Escarosa's website for not only their review, but also for public review. Escarosa's By-Laws (Attachment B) stipulates prohibitions of contracting with LWDB members in accordance with State policy. All financial statements are reviewed by the Executive Committee and full Board of Directors, and are posted on our website for anyone's review.

(4) One-Stop System

A. Provide a description of the local one-stop system (including the number, type and location of full-service and other service delivery points).

The local one stop system consists of three centers. The full-service center is located in the highest populated area of Escambia County which is Pensacola. The center is located at 3670 North "L" Street. Milton also has a center that provides core services such as WIOA, Welfare Transition, Wagner Peyser, SNAP, PREP and Veteran Services and is located at 5270 Highway 90. Escarosa also operates a one stop in Century which is in the northern part of Escambia County. Information on the full array of services offered by Escarosa is provided via printed materials and posted on our website for the northern part of the county.

B. Identify the days and times when service delivery offices are open to customers. Customers must have access to programs, services and activities during regular business days at a comprehensive one-stop center.

The center in Pensacola and Milton are open Monday – Friday, 7:30 a.m. to 4:30 p.m. The center in Century is open Monday - Thursday, 8:00 a.m. to 4:00 p.m.

C. Identify the entity or entities selected to operate the local one-stop center(s).

Currently Escarosa has a One Stop Consortium as our One Stop Operator, which consists of three or more required partners as identified under the Workforce Investment Act. The One Stop Operator will be competitively procured as required by WIOA once further direction and clarification are received from USDOL and/or the Florida Department of Economic Opportunity (DEO).

D. Identify the entity or entities selected to provide career services within the local one-stop system.

Currently all career services are provided by leased employees through Landrum Professional Services. Career Services will be competitively procured once further direction and clarification are received from USDOL and/or the Florida DEO.

E. Identify and describe what career services will be provided by the selected one-stop operator and what career services, if any, will be contracted out to service providers.

Until further direction and clarification are received from USDOL and/or Florida DEO, Escarosa is unable to provide an answer to this section. However, once this has been determined, a change to the plan to reflect the actions taken will be provided to DEO.

F. Pursuant to the CareerSource Florida Administrative Policy for One-Stop Certification, please provide the required attestation that at least one comprehensive one-stop center in your local area meets the certification requirements.

The Pensacola One Stop Center will be our comprehensive one-stop center. The Pensacola One Stop meets the requirements of the CareerSource Florida's draft policy on One Stop Career Center Certification – Comprehensive One-Stop Center Requirements.

For the past several years, Escarosa has met all performance measures and exceeds many of the measures. For FY 2014 -2015, Escarosa met 3 standards and exceeded the remaining 9 standards. Escarosa also had one of the top performances in the State regarding the Employer Retention Rate and Level 1 services provided to our business community. The performance indicators substantiate Escarosa as an effective organization in the services we deliver.

All centers are reviewed annually for physical and programmatic accessibility by our EEO Office and our internal monitors. The Pensacola center is equipped with wheelchair accessible computer desks, and monitors designed for use by the visually impaired. Information is posted on our website and all outreach materials including the notice regarding the availability of auxiliary aids and services is provided.

All staff meets the Tier I and Tier II certification requirements. In addition, staff is provided the opportunity to attend the Florida Workforce Summit, as funding permits.

The centers close once per quarter for ½ day so that cross-training and other staff training can be conducted. This supports continuous improvement within our centers.

ANALYSIS OF NEED AND AVAILABLE RESOURCES

(1) Please provide an analysis (or existing analysis pursuant to WIOA section 108(c)) of the regional economic conditions, which must include:

A. Information on existing and emerging in-demand industry sectors and occupations; and

B. The employment needs of employers in those industry sectors and occupations. WIOA §108(b)(1)(A)

Although unemployment data may indicate that the recession is over, Bureau of Labor Market Statistics show that the majority of the top 15 existing demand occupations are low-skill occupations characterized by relatively low wages and high rates of worker turnover. The top five existing demand occupations are related to customer service and hospitality which cater to our region's retirees and tourists.

Specifically: Leisure and Hospitality - In September 2015, the employment was 22,800 in this sector. The over the year change was +700 jobs (+3.2%). The number of jobs in this sector has been trending upwards over the past 5 years.

Education and Health Services - In September 2015, the employment was 28,000. The over the year change was +700 jobs (+2.6%). The number of jobs in this sector has been trending upward for over two decades.

Combined food preparation and serving workers, including fast food workers is the top existing demand occupation. Two of the top demand occupations are the healthcare occupations registered nurses and nursing assistant occupations, with 2,969 projected openings between 2015 and 2023.

TOP 15 EXISTING DEMAND OCCUPATIONS

(ranked by total job openings)

Workforce Development Area 1 - Escambia and Santa Rosa Counties

Rank	Occupation Code	Occupation Title	Employment 2015	Employment 2023	2015 - 2023 Level Change	2015 - 2023 Percent Change	2015 - 2023 Total Job Openings*	2015 Hourly Wage ($) Median	2015 Hourly Wage ($) Entry**	2015 Hourly Wage ($) Exp***
1	353021	Combined Food Preparation and Serving Workers, Including Fast Food	6,053	7,055	1,002	16.6	2,969	8.93	8.80	9.20
2	412031	Retail Salespersons	7,034	7,758	724	10.3	2,685	9.98	8.83	13.66
3	412011	Cashiers	5,462	5,720	258	4.7	2,262	9.18	8.83	10.03
4	353031	Waiters and Waitresses	4,443	4,831	388	8.7	2,131	9.01	8.80	11.15
5	434051	Customer Service Representatives	3,776	4,466	690	18.3	1,505	11.52	9.97	14.20
6	291141	Registered Nurses	4,223	4,768	545	12.9	1,180	26.32	20.41	29.81
7	436014	Secretaries and Administrative Assistants, Except Legal, Medical, and Executive	3,945	4,489	544	13.8	923	13.35	9.86	16.46
8	433071	Tellers	1,532	1,745	213	13.9	802	12.47	10.59	15.06
9	311014	Nursing Assistants	2,334	2,784	450	19.3	798	11.66	10.11	13.03
10	372011	Janitors and Cleaners, Except Maids and Housekeeping Cleaners	2,832	3,163	331	11.7	746	9.32	8.79	10.91
11	439061	Office Clerks, General	3,012	3,227	215	7.1	719	12.82	9.29	15.70
12	352014	Cooks, Restaurant	2,080	2,426	346	16.6	675	10.34	8.69	12.11
13	435081	Stock Clerks and Order Fillers	2,540	2,527	-13	-0.5	622	10.39	8.80	12.75
14	434171	Receptionists and Information Clerks	1,674	1,930	256	15.3	621	12.34	9.91	14.07
15	252021	Elementary School Teachers, Except Special Education	1,922	2,203	281	14.6	618	29.30	21.86	34.62

* Job openings result from economic growth and from replacement needs. For declining occupations, all job openings result from replacement needs.

** Entry Wage - The wage an entry-level worker might expect to make. It is defined as the average (mean) wage earned by the lowest third of all workers in a given occupation.

*** Experienced Wage - The wage an experienced worker might expect to make. It is defined as the average (mean) wage earned by the upper two-thirds of all workers in a given occupation.

Source: Florida Department of Economic Opportunity, Bureau of Labor Market Statistics, October 2015

Emerging Occupations: According to the Bureau of Labor Market Statistics, Emerging occupations occur in the healthcare and professional services industry sectors, which follow the overall Florida statewide distribution of top emerging occupations.

Based on recent economic development trends, occupations related to advanced manufacturing/assembly, financial services, Information Technology and skilled trades are also in the emerging category. The number of jobs in the manufacturing sector has been trending upwards over the past five years. The recent announcement of AIRBUS' first U.S. Final Assembly Line (FAL) in neighboring Mobile, AL has resulted in an increased interest in our region from AIRBUS suppliers and additional opportunities for existing manufacturers in aviation and related fields. In addition, our region's legacy employers include major manufacturing facilities from companies such as: International Paper, Armstrong World Industries, GE, Ascend Performance Materials and PALL Corporation. These facilities and clustered industry support companies have seen resurgence in production and are applying advanced manufacturing technologies which require upgraded skills and are providing wealth creating jobs.

The financial services industry sector will see additional growth due to Navy Federal Credit Union's major expansion at their Pensacola location. The largest credit Union in the world, Navy Federal will employ 10,000 personnel over the next decade. Due to innovations in technology and financial service products, knowledge content for current and future financial service occupations is constantly changing and will require properly prepared employees.

Homeland Defense/Cybersecurity opportunities have increased due to a recent expansion at Pensacola's Department of Homeland Security operation and other companies such as AppRiver. This expansion, coupled with the presence of the U.S. Navy's Center for Information Dominance (CID) which provides multi-service training for the military's cryptologic professionals and its related defense contract opportunities provides enhanced opportunities for employment in a variety of Information Technology/Cybersecurity occupations.

The growth in the construction industry sector is due to some extent to activities related to solar energy installation and recent new construction in both commercial and residential development in support of our region's growth.

Our regional and local economic development entities have developed "target industry" attraction strategies which focus efforts on those industries which are considered best fits for Northwest Florida. These targets were developed using research-based methods and third party consultation.

These targets include:

Advanced Manufacturing
Aviation/Aerospace
Defense/Homeland and Cybersecurity
Health Services
Information Technology and Business Process Outsourcing (BPO)
Transportation, Logistics, Distribution

Additional information on the Economic Conditions is included under **Attachment c.**

LWDA1 has been involved in the strategic planning processes to develop these targets and considers each of these as potential emerging industries which will provide additional employment opportunities and training challenges for the future.

Top Emerging Industries

Workforce Development Area 1 - Escambia and Santa Rosa Counties

Industry		Employment		2015 - 2023 Change	
Code	Title	2015	2023	Total	Percent
5417	Scientific Research and Development Services	170	235	65	38.2
6213	Offices of Other Health Practitioners	1,023	1,348	325	31.8
6219	Other Ambulatory Health Care Services	481	620	139	28.9
5419	Other Professional, Scientific, and Technical Services	919	1,121	202	22.0
6215	Medical and Diagnostic Laboratories	220	266	46	20.9
5415	Computer Systems Design and Related Services	1,639	1,965	326	19.9
5416	Management, Scientific, and Technical Consulting Services	1,247	1,492	245	19.6
6214	Outpatient Care Centers	642	756	114	17.8
5414	Specialized Design Services	87	102	15	17.2
6114	Business Schools and Computer and Management Training	62	72	10	16.1
6111	Private Elementary and Secondary Schools	3,463	3,939	476	13.7
5413	Architectural, Engineering, and Related Services	1,469	1,651	182	12.4
6117	Educational Support Services	52	58	6	11.5
8129	Other Personal Services	147	162	15	10.2
5239	Other Financial Investment Activities	163	177	14	8.6
4452	Specialty Food Stores	479	516	37	7.7
5191	Other Information Services	57	60	3	5.3

Source: Florida Department of Economic Opportunity, Bureau of Labor Market Statistics, October 2015

Escarosa's Business Services team and management meet on a regular basis with industry sector leaders, local/regional economic development boards, industry specific support organizations (i.e. Northwest Florida Manufacturer's Council, Innovation Coast, etc.) as well as

public and private education providers to ensure that education and training opportunities exist and are relevant to support these economic development and emerging industry targets. The skill gap analysis study was completed by the University of West Florida and is provided as an example of the type of collaborative activity being conducted in support of our region's employers. Please see **Attachment D**.

(2) Please provide an analysis of the knowledge and skills needed to meet the employment needs of the employers in the region, including employment needs in in-demand industry sectors and occupations. WIOA §108(b)(1)(B)

The knowledge and skills needed to meet the needs of this region's in-demand sector occupations and target industries include strong soft skills, including: team skills, service and social skills, interpersonal communicative skills, critical thinking/problem solving and flexibility as well as the pertinent post-secondary and technical skills required for emerging and demand occupations, i.e. A&P certifications, Trades, CDL, Financial Services skills, Health Services and IT related certifications.

This plan will ensure that WIOA core programs are compliant with federal regulations through our One-Stop centers so that program services are coordinated, and when appropriate, integrated to make accessible a menu of customizable services available to clients on the basis of client needs.

(3) Please provide an analysis of the workforce in the region, including current labor force employment (and unemployment) data, information on labor market trends, and the educational and skill levels of the workforce in the region, including individuals with barriers to employment. WIOA §108(b)(1)(C)Educational Attainment Statistics

Local Workforce Development Area One (LWDA1) is the Pensacola-Ferry Pass-Brent MSA which includes Escambia and Santa Rosa Counties with a population of 448,991 and a total labor force of 211,283.

The MSA unemployment rate is currently 4.7% (down from 10.5% in Jan 10). In reviewing the most recent census and poverty blocks in our two county area, only 27.9% have attained a high school diploma for individuals 25 years and older, but less than 40 years of age. Escambia's unemployment is 4.9% and Santa Rosa is at 4.3%.

Barriers to Employment

The unemployment rate for those with disabilities in Escambia County is 14.6% (Santa Rosa County data not available)

CareerSource Escarosa is involved in a regional effort to address those with barriers to employment due to poverty.

Median earnings: $29,877. (State of Florida: $31,191)

Underemployment for the region is estimated to be at 16%.

Household Annual Income Distribution:

Nearly 8% of our region's households are below $10K, 23% are between $10 - $30K, 20% are between $30 - $50K, 19% are between $50 – $75K 12% $75 – 100K, and 16% are over $100K

Residents with an associate's degree or higher – Working Age (25-64)

Region 37.0%

State 38.6%

U.S. 41.6%

Annual Median Earnings by Educational Attainment

Master's or Higher	Region: $85,908	State: $96,314
Bachelor's Degree	Region: $56,532	State: $63,993
Associate Degree	Region: $51,159	State: $58,065
Postsecondary Adult Vocational	Region: $33,161	State: $35,473
High School Diploma	Region: $25,777	State: $26,109
Total, All Training Levels	Region: $29,877	State: $31,191

(4) Please provide an analysis of the workforce development activities (including education and training) in the region, including an analysis of the strengths and weaknesses of such services and the capacity to provide such services, to address the identified education and skill needs of the workforce and employment needs of employers in the region. WIOA §108(b)(1)(D) and §108(b)(7)

CareerSource Escarosa maintains relationships with all regional economic development and business organizations. These relationships, coupled with our partnerships with public and private training providers and school districts allows us to facilitate the region's best training opportunities to meet the needs of our workforce. CareerSource Escarosa continues to be an engaged participant in our local and regional economic development agency's boards and committees, and often educational providers are included in these efforts.

Our largest strength regarding education and training, are our region's training providers and education partners have worked hard to become involved with business leaders and understand their workforce development and training needs. The career academies that have been developed in our secondary schools are aligned closely with employer needs, economic development initiatives and include business advisory councils. They remain flexible to industry needs and strive to find the best possible training solutions at the pace of business. In

addition, our educational partners which include Pensacola State College, the University of West Florida, Santa Rosa and Escambia County School Districts, as well as many private for-profit providers have excellent training programs that are aligned with our demand occupations and industry sectors. The public and private training providers work well with Escarosa and are very open to suggestions for training improvements based upon local employer input and need.

One of the weaknesses we see is the lack of registered apprenticeship programs and internships and cohort programs; however, Pensacola State College and the University of West Florida are diligently exploring all possibilities and are moving toward implementing these programs.

(5) Please provide a description and assessment of the type and availability of adult and dislocated worker employment and training activities in the local area. WIOA §108(b)(7)

- Adult and Dislocated Worker employment, education, and training services are extensively and continuously marketed through the local area.
- Orientations are offered to familiarize customers with programs, services and eligibility requirements.
- Current education and training services are designed and implemented in conjunction with local area labor market information/in-demand occupations and are designed and adjusted as necessary to meet customer and employer needs.
- CareerSource Escarosa offers a robust menu of employability skills, employment preparation and job retention workshops at full service one-stop career centers.
- Customers are counseled to assess work readiness, identify barriers and develop action plans to include education and training services.
- Customers who need additional assistance in addressing and overcoming barriers are referred to appropriate community services for assistance.
- WIOA customers are administered the Test of Adult Basic Education *(TABE)* to assess their current academic skill level and suitability for post-secondary training. Customers who are basic skills deficient are offered referrals to adult basic skills/literacy services for assistance.
- Individual Employment Plans are developed with customers so that they are able to move strategically along a career pathway.
- On-the-job training opportunities are developed with area employers to provide customers with access to a direct pathway to employment.
- WIOA Career Advisors provide ongoing counseling and support during enrollment, training, pre-placement and post placement follow-up.

At this point in time, Escarosa is unaware of any additional training programs that are needed to be developed and implemented in our local area to meet the needs of our current business community. Several years ago it was determined that the aerospace industry could have a large effect on future businesses with several aerospace contracts being awarded to our

neighbors to the west, Mobile, Alabama. George Stone Technical School stepped up to that challenge and has recently implemented an A&P certification specifically to address the economic projections. As other needs are identified, they are presented to our educational partners for input and development. In many cases, capital purchases and facility cost hinder processes. In addition, Locklin Vo-Tech offers a program in Cyber Security and Pensacola State College has added a Cyber Security degree as well, with the capacity to develop certificate programs within that industry. This was based on community business needs to include the Center for Information Dominance at Corey Station and companies such as AppRiver.

(6) Please provide a description and assessment of the type and availability of youth workforce investment activities in the local area, including activities for youth who are individuals with disabilities. The description and assessment must include an identification of successful models of such youth workforce investment activities. WIOA §108(b)(9)

CareerSource Escarosa currently contracts WIOA In-school and Out-of-School youth services to three service providers: Children's Home Society of Florida, The School Board of Escambia County, and The School Board of Santa Rosa County. These organizations provide resources and workforce activities to youth with barriers such as homelessness, DJJ youth/youth with criminal backgrounds, pregnant/parenting, youth with disabilities, youth in foster care or who have aged out of the foster care system, etc. Youth case managers conduct objective assessments of youth to identify appropriate services and career pathways for youth participants to support their attainment of a secondary diploma, entry into post-secondary education and career/job readiness. The services provided to youth participants include:

- Leadership
- Support Services
- Adult Mentoring
- Guidance Counseling, which may include drug and alcohol abuse counseling
- Financial Literacy
- Entrepreneurship training
- Labor Market Information
- Activities to assist the youth in transferring to post- secondary education
- Occupational Skills Training to lead to/or acquire a credential or post-secondary credential
- Workforce preparation activities for a specific occupation or occupational cluster
- Tutoring/Study Skills to prevent dropout prevention and/or recovery
- Alternative School services
- Paid and unpaid work experience which may include such activities as pre-apprenticeship, internships, job shadowing, and on-the-job training.
- Follow-up services for at least 12 months after program completion

Program components are career-oriented and aimed at high school diploma/GED attainment, post- secondary/advanced education, military enlistment, or unsubsidized employment. For all youth who are determined to be basic skills deficient (defined as having reading, math, or language skills below the 9th grade level) basic skills instruction is a required component.

Successful workforce investment models for out-of-school youth include pairing secondary education with work-based learning opportunities and post-secondary exposure. This provides career pathway development while the youth is in school. In-school youth are able to participate in work based learning opportunities such as subsidized work experience, job shadowing opportunities, work-place tours etc. to assist in the development of their career plan.

Successful workforce investment models for out-of-school youth include re-engaging disconnected youth who have dropped out of school, or obtained their high school diploma or equivalent. Out of school youth are exposed to post-secondary opportunities such as occupational skills training, two year and four year degree programs and the opportunity to participate in work based learning opportunities to determine their career interest. Youth create a career plan based on their desired career pathway and are given the tools and resources necessary to accomplish career goals.

LOCAL WORKFORCE DEVELOPMENT AREA VISION AND STRATEGIC GOALS

(1) Please provide a description of the local board's strategic vision and goals for preparing an educated and skilled workforce (including youth and individuals with barriers to employment), including goals relating to primary indicators of performance described in WIOA section 116(b)(2)(A) in order to support regional economic growth and economic self-sufficiency. WIOA §108(b)(1)(E)

CareerSource Escarosa's strategic vision is that our region is recognized for its economic growth, driven by flourishing businesses and a skilled workforce.

Our goals it to help businesses succeed by linking them to the workforce resources they need; and to help prepare job seekers by providing them with the skills needed for employment. To accomplish these goals, Escarosa will:

- Create and sustain strategic partnerships dedicated to community prosperity through education, training and developing a climate for growing business and job creation.
- Provide exceptional service to each customer each day.
- Connect citizens to employment opportunities.

Over the next 6 – 9 months our local board will be conducting a strategic planning exercise which will revisit and address vision, mission and goals to ensure that these remain in line with community needs. This strategic planning session will include representatives of all of our educational partners, community partners and economic development, as well as our business leaders. LWDAs 2 - 4 will also be invited to ensure a regional perspective is achieved.

It is important that these goals also remain tied to the primary indicators of performance under WIOA in order to support economic growth and worker self-sufficiency. Common measures are listed under #7, below in this section.

(2) Please describe the local area's strategy to work with entities that carry out the core programs to align resources available to the local area to achieve the strategic vision and goals established by the local board

The Executive Director as well as management staff is involved with many community partners through Board memberships. These include the Escarosa Coalition on the Homeless; both Early Learning Coalitions; Transportation for the Disadvantaged; several Juvenile Justice Advisory Councils; DCF Community and District meetings; Public Transportation for Escambia – ECAT; Catholic Charities; United Way, Community Action Program, as well as other organizations. Vocational Rehabilitation is a partner on our One Stop Consortium and works closely with One Stop Center staff for referrals to and from our programs.

Escarosa is closely aligned with our educational partners for ABE/GED programs as well as ESOL initiatives. Escarosa has a pre-GED class and once the participants are ready for the final exam, they are referred to our school districts or Pensacola State College for the exam. The Welfare Transition Program, SNAP, PREP, Wagner Peyser, WIOA and Veterans programs are all located with our One Stop Centers and these core programs are also coordinated with Vocational Rehabilitation and education. In addition, we work with VR&E for our veteran services.

Our local strategy is and has been to ensure we each understand the services offered by all core programs and partners and to streamline referral processes and the sharing of information. Participants are asked to sign a "Release of Information" when they receive core program services (exception - Resource Room/General Public services). The Release of Information allows staff to work with our partners to design services specific to the needs of our customers.

(3) Please describe the actions the local board will take toward becoming or remaining a high-performing board, consistent with the factors developed by the state board pursuant to section 101(d)(6) of WIOA.

Traditionally, CareerSource Escarosa has been a high-performing board and expects to continue this high level of performance under WIOA. Internal quality assurance monitoring of all programs and processes is conducted at least twice annually. Management also conducts frequent monitoring and review of processes, services, and performance for continuous improvement purposes. Customer satisfaction surveys will continue to be promoted and available on the CareerSource Escarosa website to provide all customers (job seekers, businesses, staff, community agencies, general public, etc.) the opportunity to provide feedback, and to raise awareness regarding any deficiencies and/or needs. Management staff review these completed surveys and take action as appropriate. All front line staff members receive a minimum of 15 hours of continuing training annually to ensure that staff skills remain current and relevant.

(4) Please describe service strategies the LWDB has in place or will develop that will improve meeting the needs of customers with disabilities as well as other population groups protected under Section 188 of WIOA and 29 CFR Part §38.

Escarosa has been involved with a local initiative called Cradle to Careers. This initiative is targeting high poverty areas within Escambia County and is in the process of developing strategies to address the barriers individuals have in becoming self-sufficient. Major employers

within our two county area are involved in the initiative and include Gulf Power Company, Navy Federal Credit Union, and Baptist Healthcare, to name a few. In addition, local press/media are attending and offering support. Community leaders of city and county government have attend a community roundtable and are working to support the initiatives identified to address high poverty areas. Educational partners to include Pensacola State College, the Escambia School District; the UWF Haas Center; as well as other groups to include the Studer Group and CareerSource Escarosa are also involved. The main focus of Cradle to Careers is early childhood education and awareness; K-12 testing/ready rates; graduation rates; post-secondary school enrollments that lead to degrees and certifications in demand occupations, and finally long-term employment. High poverty areas normally contain individuals with numerous barriers to self-sufficiency such as basic skills deficiencies; low to no occupational skills; lack of high school diplomas/GEDs; homelessness; single parent families; public assistance and ex-offenders. In addition to the above, many individuals have mental health issues and/or physical disabilities. Cradle to Careers will be a major contributor on a strategy to address and improve services to our customers. Strategies and initiatives identified will be reviewed and incorporated as appropriate and will also be applied to high poverty areas in Santa Rosa County.,

Escarosa will also maintain employment of a Certified Supportive Employment Specialist Certified by the Agency for Person with Disabilities. In addition, Escarosa continues to serve customers who are low-skilled, low-wage, disconnected, disadvantaged and "at-risk", with multiple employment challenges, many of whom have hidden disabilities

Escarosa ensures access for all individuals with disabilities to the full range of services available to all customers and those individuals with significant disabilities and significant barriers to employment are provided services that lead to competitive, integrated employment.

(5) Describe the process used to develop your area's vision and goals, including a description of the participants in the process.

The local area's vision and goals has been a long process that has transpired over many years. As this organization was incorporated in 1996 – and at that time developed visions and goals – those were the basis from which current visions and goals have evolved. Over the past ten (10) years key staff has attended numerous advisory councils, and groups have met that have centered on the local economy and educational needs of our customers and businesses. Participants involved include, but are not limited to, University of West Florida, Pensacola State College, both school districts, major industry sectors and businesses through industry advisory councils, economic development, chambers of commerce, other LWDAs in northwest Florida; Vocational Rehabilitation and other partners; the One Stop Consortium; Escarosa Board

members; involvement with Career Academies and CAPE. All of these organizations have contributed in one way or another to the forming of visions and goals over the years. Escarosa's visions and goals are ever changing and evolving based upon current labor market and customer needs. It is driven by the economy and our local employers as well as future employment initiatives. The Escarosa Board of Directors is involved in community initiatives and organizations and brings that expertise to our local operations and services which shape our vision and goals. Over the next 6 to 9 months, the Board of Directors will meet to discuss its vision and goals for 2017-2018 and the strategies to achieve results.

(6) Describe how the LWDB's goals relate to the achievement of federal performance accountability measures to support economic growth and self-sufficiency. WIOA §108(b)(1)(E).

Escarosa will address this item once further information from USDOL or DEO regarding federal performance accountability measures to support economic growth and self-sufficiency are received. Once the standards are known, these will be reviewed and services adjusted to meet our business needs and their future workforce expectations. Escarosa fully supports economic development efforts and meets regularly with our ED partners to understand their initiatives and to insure our support for training to job seekers will meet those needs. Job vacancies are reviewed for self-sufficient wages and are promoted to those customers seeking assistance with training. Information provided by CareerSource Florida's *Earnings and Economic Opportunity 2015 Fact Book* showed that participants who received services from Escarosa and entered full-time employment increased their earnings by 72%; part-time workers increased their wages by 57%.

(7) Please indicate the negotiated local levels of performance for the federal measures. WIOA §108(b)(17). Common measures for Escarosa for FY 2015 -2016 are as follows:

Adult Entered Employment Rate	80.50%
Adult Employment Retention Rate	94.20
Adult 6 Months Earnings	$14,810.30
Dislocated Workers Entered Employment Rate	91.90%
Dislocated Workers Retention Rate	94.00%
Dislocated Worker Average 6 Month Earnings	$13,445.30
Youth Placement in Employ/Education	80.70%

Youth Attainment of Degree/Cert	74.29%
Youth Literacy and Numeracy Gain	40.00%
Wagner Peyser Entered Employment Rate	56.00%
Employment Retention Rate	79.00%
Wagner Peyser Average 6 month Earnings	$11,160.00

(8) Please describe indicators used by the LWDB to measure performance and effectiveness of the local fiscal agent (where appropriate), contracted service providers, and the one-stop delivery system in the local area. WIOA §108(b)(17).

Escarosa measures fiscal performance based upon several fiscal requirements. These include our Annual Independent Audit conducted by an outside firm; the Fiscal Monitoring conducted by DEO; our adherence to all required percentages such as 75% out of school youth, 20% work experience expenditure requirement, 10% or less for administrative costs, and staying within the negotiated indirect rate. All percentages and audits are reviewed with the board at its next regularly scheduled meeting, as well as monthly financial statements and year-end financial statements as they are completed. All of the above are posted to our website for full disclosure.

(9) Please describe the definition of "self-sufficiency" utilized by your local area. WIOA §108(b)(1)

The definition used by Escarosa to determine "self-sufficiency" for various groups is as follows:

Adult and Welfare Transition: Self-Sufficiency is defined as income, based upon the household size that exceeds 200% of poverty as defined on the Lower Living Standard Income Level (LLSIL).

Dislocated Worker: Self-Sufficiency is defined as income which is at least 80% of the income level of the participant at the time of his/her dislocation.

Employed Worker: Self-Sufficiency is defined as a worker earning over 200% of poverty based upon the household size of the individual, as defined in the Lower Living Standard Income Level (LLSIL)..

Once an individual has exceeded 200% of poverty as defined by USDOL's LLSIL, that person is considered to have achieved self-sufficiency and is not in need of any public or government assistance.

COORDINATION OF SERVICES

(1) **Coordination of programs/partners:** Please describe how individualized career services will be coordinated across programs/partners in the one-stop centers, including Vocational Rehabilitation, TANF and Adult Education and Literacy activities. Specify how the local area will coordinate with these programs to prevent duplication and improve services to customers. TEGL 3-15

CareerSource Escarosa counselors, front line staff and career advisors receive cross training and on-going information regarding all partner services within the one-stop, and agency services within the local area, that provide support to address the barriers of the local workforce. Customers are provided with referrals to community agencies as appropriate to address and assist them in overcoming barriers, and to assist customers in accessing needed services.

The Board establishes and maintains communication and information exchange with community partners to include joint meetings, workshops, staff training, advisory councils, consortium meetings, etc. These joint communications maximize resources within the region and ensure that all programs are aware of each other's services and prevent duplication. CareerSource Escarosa has long standing relationships with community partners such as Vocational Rehabilitation, DCF, Lakeview (State mental health facility), Adult Education and Literacy Services. Customers are asked to sign a "Release of Information" so that information can be exchanged between One-Stop Career Center staff and these agencies, to allow for coordination of efforts and prevent duplication of services.

(2) **Coordination with Economic Development Activities:** Please provide a description of how the local board will coordinate workforce investment activities carried out in the local areas with economic development activities carried out in the region (or planning region) in which the local area is located, and promote entrepreneurial training and microenterprise services. WIOA §108(b)(4)(iii)

CareerSource Escarosa continues to be an engaged participant in our local and regional economic development agency's boards and committees. This active involvement ensures that our services, staff and participants are seen as solutions to the economic development challenge. Our new executive director is a Certified Economic Developer (CEcD), and has had many years of economic development experience in Northwest Florida. The relationships that he has developed with members of our region's economic development team as well as our region's major employers will further enhance our coordination with and participation in the economic development conversation.

Escarosa management is involved with and sits on the board of the Center for Innovation and Entrepreneurship, our regions business incubator. In addition, services may be made available with the Small Business Development Center associated with the UWF. Escarosa will continue to support entrepreneurial development efforts throughout the region.

Our larger regional economic development entity, Florida's Great Northwest is undergoing a strategic planning and restructuring process. LWDBs 1 – 4 are actively engaged in the planning process for this 12 county economic development agency.

(3) **Coordination of education and workforce investment activities:** Please describe how the local board will coordinate education and workforce investment activities carried out in the local area with relevant secondary and postsecondary education programs and activities to coordinate strategies, enhance services, and avoid duplication of services. WIOA §108(b)(10)

Escarosa works very closely with our education and economic development partners. Escarosa's Business Services Team is involved in industry sector advisory councils tied to secondary career academies and nationally recognized industry certifications that lead to postsecondary degrees and certifications. The Business Services Team meets with our economic development partners when asked so that interactions can occur between local businesses and/or new businesses looking to locate within our two county areas. Escarosa partners with Pensacola State College (PSC) on numerous job fairs and recruitment events. We work closely with PSC and our Vocational Schools regarding programs and courses being offered which are tied to our demand occupational areas. Escarosa is involved with initiatives such as the Manufacturing Advisory Council regarding skill gaps and courses being offered to meet the needs of those employers; Cradle to Career – a community initiative to address poverty, high school completion, postsecondary courses, and employment. The Director of Escarosa also attends and is involved in any initiatives, as appropriate, with Florida's Great Northwest, Florida West Economic Development and Santa Rosa Economic Development. The above involvement achieves the necessary interaction and building of strategies between education, economic development and Escarosa.

Escarosa also updates its Eligible Training Provider List to adjust programs offered in the local area. Approved ETPs review the courses approved and provide feedback regarding any revisions or additions to what they offer each year. Courses are reviewed by our WIOA Career Advisors and Business Services Team to ensure the training is in demand areas that result in employment. On occasion, if our placements in certain occupations are lagging due to oversaturating the workforce from the numerous training providers in our area, courses will be removed by Escarosa from our approved list to ensure federal resources are utilized to fill gaps in occupational areas. This reduces duplication within our two county areas and enhances the use of federal dollars to provide financial support to our customers.

(4) **Coordination of transportation and other supportive services:** Please describe how the local board will coordinate workforce investment activities carried out under this title in the local area with the provision of transportation, including public transportation, and other appropriate supportive services in the local area. WIOA §108(b)(10)

The Executive Director is a member of the Board of Transportation for the Disadvantaged for both Escambia and Santa Rosa Counties in Florida. The Director has been involved for the past seven (7) years and has acted as Chair of the Boards on occasion. Escarosa reports transportation expenses to the Boards to enhance services to non-sponsored riders. In addition, the Director has been asked to be involved in the Escambia Transit Development Plan review for public transportation.

Escarosa provides support services in the form of gas cards and bus tickets to our Welfare Transition program participants. In addition, bus tickets may be provided to our veteran populations on occasion to assist with job interviews and/or job search activities.

Escarosa has excellent relationships with the Escarosa Coalition on the Homeless, Community Action Program, Children's Home Society, United Way and Catholic Charities, to name a few, to understand services offered through those community based organizations and to provide information on the support services and transportation assistance that we provide. Referrals are made between organizations for various services dependent upon the specific needs of the participants.

The Executive Director for Escarosa is also on the Board of Directors for the Early Learning Coalition of Escambia and Santa Rosa Counties. This interaction assists in ensuring subsidized childcare for not only Welfare Transition participants, but also the working poor, to insure services are not duplicated.

(5) **Coordination of Wagner-Peyser Services:** Please provide a description of plans and strategies for, and assurances concerning, maximizing coordination of services provided by the state employment service under the Wagner-Peyser Act (29 U.S.C 49 et seq.) and services provided in the local area through the one-stop delivery system to improve service delivery and avoid duplication of services. WIOA §108(b)(10)

All available DEO partner programs ((Wagner-Peyser, LVER, DVOP) are located on-site at CareerSource Escarosa's One-Stop Career Centers. State Merit and OPS staff are co-located to ensure seamless delivery of services and program integration. Merit staff registers and

updates Employ Florida registration information ensuring data validity. They also notify Veteran and Eligible Persons of Priority of Service, and refer appropriate customers to the Veteran's Unit if the Veteran signifies that significant barriers to employment are present. After completion of registration and/or validation, customers are referred to appropriate programs and resources to complete the one-stop interaction. OPS staff is available for one-on-one career counseling and resume coaching to offer the customer an improvement in their employment outlook. Employment Security Representatives are on-site to perform Priority Re-Employment and Placement services to assist all claimants receiving Re-employment Compensation in decreasing their time to gainful employment. DEO staff are integrated into the one-stop center along with WIOA and TANF/WT staff In additional the National Caucus on Black Aged has office space in the one stop center to provide employment assistance to older job seekers. All partners are integrated into operations and function as part of the system as a whole.

(6) Coordination of Adult Education and Literacy: Please describe how the local board will coordinate workforce investment activities carried out under this title in the local area with the provision of adult education and literacy activities under Title II in the local area, including a description of how the local board will carry out, consistent with subparagraphs (A) and (B)(i) of section 107(d)(11) and section 232, the review of local applications submitted under Title II. WIOA §108(b)(10)

Customers are administered assessment instruments to determine their suitability and readiness for various career pathway activities. Barriers are identified and customers are assisted in addressing/overcoming barriers to employment or training. Customers are administered the Test of Adult Basic Education (TABE) to determine their suitability for post-secondary education or job training. Those customers who do not achieve the scores needed to enter training, are referred to Adult Education/Literacy programs in the local area to assist the customer in achieving the required basic skill levels necessary to enter post-secondary training programs. CareerSource Escarosa has existing relationships with providers of Adult Education and Literacy. We will follow the state's lead in establishing Adult Education's role in one-stop support. Any applications submitted to the Board will be reviewed consistent with the requirements of Title II, Section 232.

(7) Cooperative Agreements: Please provide a description of the replicated cooperative agreements (as defined in WIOA section 107(d)(11)) between the local board or other local entities described in section 101(a)(11)(B) of the Rehabilitation Act of 1973 (29U.S.C 721(a)(11)(B)) and the local office of a designated state agency or designated state unit administering programs carried out under Title I of such Act (29 U.S.C. 721(a)(11) with respect to efforts that will enhance the provision of services to individuals with disabilities and to other individuals, such as cross-training staff, technical assistance,

use and sharing of information, cooperative efforts with employers and other efforts of cooperation, collaboration and coordination.

Escarosa has existing Memorandum's of Understanding with numerous partners to include Vocational Rehabilitation. The MOUs delineate the relationships and VRs involvement as a member of the One Stop Consortium. Front line staff has met on numerous occasions with VR staff to exchange information on the services offered by each entity. The local Director is a member of the Escarosa Board of Directors and is an active member of the Board and the Consortium. Updates are given two to three times per year on initiatives being undertaken by each. Referrals are made by both VR and Escarosa to the other entity for assistance for participants. Escarosa is applying to become an Employer Network under the Ticket to Work program. At this point in time, no cooperative efforts have been finalized on employers or other collaboration/coordination due to lack of direction from the State. Once further direction is received, the MOU will be rewritten to define roles and responsibilities. The current MOU is attached and is included as **Attachment E.**

In addition to the above, the One Stop Consortium consists of the following partners which include: Santa Rosa Early Learning Coalition; Escambia Early Learning Coalition; Department of Children and Families; Community Action Program; SNAP; Santa Rosa School District; Escambia School District; Pensacola State College; Children's Home Society; Representatives of Wagner Peyser; Veterans; WIOA; Upfront Services; and the Welfare Transition Program.

From the meetings of the Consortium – cross training with partner agencies have been conducted between the above community based groups, education, and DEO operated programs and staff of the One Stop Center.

MOUs exist between Escarosa and the following entities:

Escambia Boys Base (AMIkids)

Community Action Program Committee, Inc.

Florida Department of Children and Family Services, Circuit I

Florida Department of Revenue – Child Support Enforcement

National Caucus Center on Black Aged, Inc. (NCBA)

Senior Community Service Employment Program (SCSEP)

The School District of Escambia County

School District of Santa Rosa County

The District Board of Trustees of Pensacola State College, Florida

Tri- County Community Council, Inc.

These are included as Attachment F.

DESCRIPTION OF THE LOCAL ONE-STOP SYSTEM

(1) General System Description: Describe the one-stop delivery system in your local area, including the roles and resource contributions of one-stop partners. WIOA §108(b)(6)

A. Is each of the required WIOA partners included in your one-stop delivery system? Describe how they contribute to your planning and implementation efforts. If any required partner is not involved, explain the reason.

All required partners are included in the one stop delivery system. The current One Stop Consortium consist of the following required partners: Vocational Rehabilitation; Department of Children and Families; Santa Rosa School District; Escambia School District; and Pensacola State College;; Representatives of DEO Wagner Peyser; Veterans; WIOA; Upfront Services; and the Welfare Transition Program. The Consortium meets two to three times per year to review services being offered and coordination of these services with others in the community. Referrals are made to partner programs and services, as well as receiving referrals for the services offered by Escarosa. The Consortium met on February 24, 2016 and the date for release of the rough draft of the plan was provided. Comments from the Consortium members were solicited for inclusion into the plan. Any comments received were reviewed and where appropriate were included in the planning document.

B. Identify any non-required partners included in the local one-stop delivery system.

Non required partners include Children's Home Society; Community Action Program; SNAP, the Santa Rosa Early Learning Coalition and Escambia Early Learning Coalition.

C. The LWDB, with the agreement of the chief elected official, shall develop and enter into a memorandum of understanding between the local board and the one-stop partners. Please provide a copy of any executed MOUs. WIOA §108(b)(6)(D).

Please see **Attachment F.**

(2) Customer Access: Describe actions taken by the LWDB to promote maximum integration of service delivery through the one-stop delivery system for both business customers and individual customers.

A. Describe how entities within the one-stop delivery system, including one-stop operators and one-stop partners, will comply with the Americans with Disabilities Act regarding physical and programmatic accessibility of facilities, programs and services, technology and materials for individuals with disabilities, including providing staff training and support for addressing needs of individuals with disabilities. WIOA §108(b)(6)(C)

B. Please describe how entities within the one-stop delivery system are utilizing principles of universal design in their operation.

C. Please describe how the LWDB facilitates access to services provided through the local delivery system, including remote areas, through the use of technology and through other means. WIOA §108(b)(6)(B)

CareerSource Escarosa operates three accessible one-stop career centers in Region 1.Our Pensacola and Milton Centers are full service centers feature accessible computer workstations and adaptive equipment to provide equitable use, flexibility in use and simple and intuitive use for persons with disabilities. Self-paced programs and software are available. Adaptable equipment is integrated into the Resource Areas to accommodate individuals with vision or hearing disabilities. Adequate space is provided to accommodate individuals in wheelchairs, those with assistive devices, or customers with service animals. There is on-site instant access available, via computer linkage, to American Sign Language (ASL) interpretation services. A Skype Interview room is available to provide job seekers with mobility issues, or transportation challenges, the opportunity to participate in remote job interviews worldwide. Web access and vital program information will be available in multiple languages.

Staff have received, and will continue to receive, periodic training regarding the American's with Disabilities Act and training regarding serving customers with unique needs. CareerSource Escarosa has partnered with the Social Security Administration to provide instant remote access to Social Security Administration staff, via a Kiosk located in our Century, Florida center.

The seven principles of universal design will be reviewed and considered in all plans and services provided to include;

- Equitable use
- Flexibility in use
- Simple and intuitive use
- Perceptible information
- Tolerance of error
- Low Physical effort
- Size and space for approach and use

(3) Integration of Services: Please describe how one-stop career centers are implementing and transitioning to an integrated, technology-enabled intake and case management information system for programs carried out under this Act and programs carried out by one-stop career center partners. WIOA §108(b)(21)

Escarosa began moving to a paperless system approximately 4 years ago. The WIOA pre-application is electronic and available on our website. Escarosa utilizes an electronic sign-in screen for all customers accessing universal services/resource room and gathers demographic information during that process. Escarosa also uses the swipe-card technology to track

services accessed by the general public at our career centers in Pensacola and Milton. Once the customer has signed in, an access card is issued for that participant. This technology is also used at job fairs and recruitment events so that paper registrations and sign-ins are very limited. All case management files and records are paperless. Paper records on participants are not used at this point in time. This includes all core programs operated within the Escarosa One Stop Centers.

The Welfare Transition program uses a paperless worksite timesheet for approved work activities that no longer require paper timesheets to be submitted.

(4) Competitive Selection of OSO: Describe the steps taken or to be taken to ensure a competitive process for selection of the one-stop operator(s). WIOA §121(d)(2)(A)

Once further direction is received from the State, Escarosa will adhere to those requirements. Escarosa has conducted many competitive procurement processes over the past 20 years. Escarosa will adhere to all state procurement guidelines as well as any additional guidelines issued by USDOL and/or DEO regarding the selection of the one stop operator as now required by WIOA.

(5) System Improvement: The state's certification policy has not been finalized by the state workforce board. Following its completion and issuance, please describe any additional criteria or higher levels of service than required in order to respond to labor market, economic and demographic conditions and trends in the local area. WIOA §108(b)(6)(A)

Once further information is received and reviewed, further additions to this section will be made as appropriate.

DESCRIPTION OF PROGRAM SERVICES

(1) **System description:** Please describe the local workforce development system. Identify the programs that are included in the system and how the local board will work with the entities carrying out core programs and other workforce development programs to support alignment in provision of services, including programs of study authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.), that support the strategy identified in the State Plan under WIOA section 102(b)(1)(E). WIOA §108(b)(2)

Escarosa serves Escambia County and Santa Rosa County. Pensacola State College (PSC) and both school districts offer Carl Perkins services and technical educational services. Escarosa works very closely with those educational entities, and as required by law, they provide Escarosa with their annual Carl Perkins plan for our review and comment. PSC has provided GED classes at the Pensacola One Stop in conjunction with our Welfare Transition program. In addition, GED prep classes are offered at the Pensacola One Stop with referrals to our educational partners for GED testing. As previously mentioned, the above entities are members of the One Stop Consortium and offer input into the delivery of local services at our one stop centers.

Core programs include: WIOA Adult and Dislocated Workers; Wagner Peyser; Welfare Transition; Supplemental Nutrition Assistance Program (SNAP); PREP, Reemployment Services, Veterans and Veterans with Significant Barriers to Employment (SBE); Senior Community Service Employment Program (SCSEP); and Trade Adjustment Assistance (TAA).

(2) **Subgrants and contracts:** Please provide a description of the competitive process to be used to award subgrants and contracts in the local area for WIOA-funded activities. WIOA §108(b)(16)

Escarosa follows all applicable federal or state procurement guidelines for all services. The process normally used is a Request for Proposals (RFP) process, as well as an Invitation to Negotiate; written quotes and oral quotes depending upon the services/items being solicited and/or the amount of dollars associated with the contracts/services or items.. All of our procurement guidelines are detailed in Escarosa's Administrative Plan which can be viewed on our website careersourceescarosa.com.

(3) **Expanding access to employment:** Please describe how the local board, working with entities carrying out core programs, will expand access to employment, training, education and supportive services for eligible individuals, particularly eligible individuals with barriers to employment, including

how the local board will facilitate the development of career pathways and co-enrollment, as appropriate, in core programs, and improve access to activities leading to recognized postsecondary credential (including a credential that is an industry-recognized certificate or certification, portable, and stackable). WIOA §108(b)(3)

CareerSource Escarosa has an extensive outreach network in place to create community awareness regarding available employment and training services and all employment events. The one-stop career centers provide access to individuals with barriers to employment, and provide specialized services to meet the needs of customers with barriers. In addition to DEO and WIOA staff, TANF and SNAP staff and services are available at full service centers. The National Caucus on Black Aged has staff onsite at our Pensacola and Milton centers to provide employment and training services to job seekers age 55 and older. The Military Family Employment Advocate provides specialized employment and training services to meet the needs of the spouses and dependents of active duty military personnel. Disabled Veteran Opportunity Program (DVOP) Specialists provide intensive case management, and employment and training services to Veteran's with significant barriers. An Ex-Offender Advisor is available to provide employment counseling, mentoring and placement assistance to ex-offenders/offenders. Bi-lingual staff (Spanish/English) is available to communicate with our Spanish speaking customers. CareerSource Escarosa has a counselor who is a Certified Supportive Employment Coordinator, certified by the Agency for Persons' with Disabilities, to assist customers with disabilities in navigating CareerSource services and provide referrals to appropriate community agencies/services. All staff is cross trained regarding programs and services to allow for seamless service delivery and co-enrollment when appropriate. CareerSource Escarosa partnered with the City of Pensacola, Escambia County Board of County Commissioners, Escambia Department of Community Affairs and the Greater Pensacola Chamber to take employment and training services out of our centers and into low income/poverty areas of the local workforce area. This partnership, titled *Escarosa Community Occupational Talent Search (ECOTS)* provided remote access to career assessment and career planning activities. The purpose of ECOTS was to identify and assess interested local residents on their current skill levels, educational obtainments, and employability in regard to current demand occupations and future workforce needs, and to assist these individuals in developing their career pathways.

(4) Key Industry Sectors: Identify how the LWDB plans to better align its resources to support and meet the training and employment needs of key industry sectors in the local area. Describe policies adopted or planned for aligning training initiatives and Individual Training Accounts (ITAs) to sector strategies and demand occupations. WIOA §134(c)(1)(A)(v)

CareerSource Escarosa will facilitate and work with key industry partners established and yet to be established by participating in and promoting the Business and Advisory Councils that link secondary education to the needs of the surrounding business community. These collaborative efforts ensure that curriculum aligns with the knowledge, skills and abilities needed to produce a highly effective workforce.

Advisory Councils include Aviation, Manufacturing, Construction Trades, Marketing, Culinary and Hospitality, Multimedia, Engineering, Trade & Logistics, Health Sciences, Veterinary Assisting, Information Technology, and Law.

CareerSource Escarosa will also maintain and promote involvement in Career Academies throughout the region to ensure that that meaningful, needed education is provided in the following areas;

Criminal Justice

Emergency Medical Services and Fire Rescue

Aerospace Engineering

Civil Engineering & Architecture

Biomedical Science/Sports Medicine

Pre-Professional Nursing

Information Technology

Agri-science Technology

Promote and invest in Business by providing funding to help incumbent workers attain specialized skills, job retention, wage growth, upgrade employee's skills or divert a dislocation event with the use of Employed Worker Training (EWT) and Customized Training grants.

Assist Businesses in expanding their current workforce with the use of On-the-Job (OJT) training grants. Escarosa has actively pursued increasing OJT involvement opportunities in Paper Manufacturing, Durable Healthcare Manufacturing, Post-Secondary Recruiting and other growth areas.

All ITAs are tied to demand or emerging occupations for our two county area.

(5) Industry Partnerships: Describe how the LWDB will identify and work with key industry partnerships where they exist within the local area, and coordinate and invest in partnership infrastructure where they are not yet developed. WIOA §134(c)(1)(A)(iv)

CareerSource Escarosa's Business Services Representatives, Local Veteran's Opportunity Program Representatives and Management Team Representatives have strong industry partnerships within the local area. Representatives actively participate, and will continue to participate in numerous advisory councils and boards that represent occupational and industry sectors in the region. Established industry partnerships exist in: aviation, construction trades, culinary/hospitality, engineering, finance, health sciences, human resources, information technology, law, manufacturing, marketing, multimedia, and trade and logistics. Representatives actively participate on these councils and boards and will strive to develop relevant memberships that increase effectiveness and guidance to the Local Workforce

Development Board. CareerSource Escarosa also actively partners with the area's chambers of commerce and economic development entities to develop and enhance industry partnerships. Finally, CareerSource Escarosa partners with business to offer industry specific hiring events. Past events have included aviation, manufacturing, health care, and construction and building trades.

(6) In-demand training: Describe the process utilized by the local board to ensure that training provided is linked to in-demand industry sectors or occupations in the local area, or in another area to which a participant is willing to relocate. WIOA §134(c)(G)(iii)

CareerSource Escarosa's Board of Directors meets annually to discuss current labor trends. Board members consist of private sector business owners/managers, large and small employers, educational institutions and economic development representatives. The members review the State Targeted Occupation List and also local business initiatives. Educational representatives review programs offered by their educational institutions to ensure courses are available as related to demand occupations. Economic development representatives review and discuss current initiatives, area business recruitment goals, and business retention needs to ensure the demand occupations are conducive to trends in the local economy. In addition, CareerSource Escarosa's Business Services Team reviews the list to determine whether or not individuals completing training and /or looking for employment, are finding employment within the demand occupations as presented by CareerSource Escarosa. The last items to be considered are the wage at placement and whether or not the occupations on the Local Workforce Development Area's Eligible Training Provider List (ETPL) are supporting the needs of local businesses. Opposite of that review, is also whether or not the local labor market is saturated and if staff are having difficulties finding employment opportunities for participants in the fields of training listed on the ETPL. Once the list has been reviewed, a final Eligible Training Provider List with the training programs for each provider is presented to the CareerSource Escarosa Board of Directors for approval.

(7) Employer Engagement: Please describe the strategies and services that will be used in the local area to:

A. facilitate engagement of employers, including small employers and employers in in-demand industry sectors and occupations, in workforce development programs;
B. support a local workforce development system that meets the needs of businesses in the local area;
C. better coordinate workforce development programs and economic development; and
D. Strengthen linkages between the one-stop delivery system and unemployment insurance programs. WIOA §134(c)

CareerSource Escarosa has an active Business Services Team made up of three Business Services Representatives, and an internal customer support/job order assistant, and two Local Veteran's Employment Representatives (LVER).

In order to facilitate engagement of local employers in in-demand industry sectors, CareerSource Escarosa's business representatives actively participate, and will continue to participate, in area business advisory councils and boards that bring together business and educational leaders in over a dozen in-demand occupational and industry sectors. These include:

- Aviation
- Construction Trades
- Culinary/Hospitality
- Engineering
- Finance
- Health Sciences
- Human Resources
- Information Technology
- Law
- Advanced Manufacturing
- Marketing
- Multimedia
- Trade and Logistics

Through these councils and advisory boards, workforce development and educational leaders communicate directly with area business leaders regarding the in-demand human resource needs, training needs, and skill sets that are currently being sought after by area businesses.

In addition, CareerSource Escarosa Business Services Team members frequently and actively partner with Chambers of Commerce/Economic Development entities throughout the Local Workforce Development Area.

CareerSource Escarosa business service representatives and LVERs are required to provide extensive outreach to employers in the local area. This is accomplished through employer visits (cold calls), community presentations, and hosting of and participation in job fairs, community fairs, and recruiting events. Employer information is also disseminated through communication outlets such as press releases, and the company's website and social media outlets.

The CareerSource Escarosa Business Services Team operates within the one-stop career centers and is integrated with the WIOA program, TANF/WT, and Wagner-Peyser/Re-employment programs. All job orders, job fairs, and recruiting events are accessible to and communicated to all CareerSource Escarosa and on-site DEO staff members and partners.

(8) Priority for Services: Describe the local policy and procedures that have been established to give priority to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient in the provision of individualized career services and training services in the Adult program.

Escarosa has established a priority/most in need policy to identify individuals with barriers to employment and to insure priority of service to veterans. The process will identify those who are veterans and/or have barriers to employment (TANF, SNAP recipients; homeless, basic skills deficient) and place them as the first to be served via an ITA. Once those who are a top priority have been served, others applying for assistance will be served on a first-come, first-serve basis. This is an electronic document that was developed and adapted from LWDA 3, with Executive Director's permission. It works extremely well and automatically prioritizes all WIOA participants during the eligibility process.

(9) Training Services: Please describe how training services will be provided, including, if contracts for training services are to be used, how such contracts will be coordinated with the use of ITAs. WIOA §134(c)(1)(A)(v)

Training services will be provided through the use of ITAs to eligible training providers. Escarosa also uses OJTs and Customized Training based upon the employer's needs. Escarosa does not use contracts for training services.

(10) Customer choice process: Describe processes utilized by the local board to ensure customer choice in the selection of training programs, regardless of how the training services are to be provided. WIOA §108(B)(19)

Training program and training provider information is available at all CareerSource Escarosa centers and at the CareerSource Escarosa website. Counselors provide career assessment and career counseling services to assist customers in developing their career pathways. Customers who are not eligible for WIOA funding, or those that choose training providers and/or training programs that are not included on the LWDA1's ETPL are referred to/assisted in accessing the Federal Application for Student Aid. Information regarding other educational grants is provided as appropriate and potential students are directed to the financial aid office of their training provider of choice. CareerSource Escarosa has a variety of online career exploration tools available to assist customers in developing their career pathways and in selecting both WIOA and non-WIOA training options and funding options. CareerSource Escarosa also provides information on educational grants and scholarships as available and appropriate. On-the-job training customized training, apprenticeship opportunities and internship opportunities are posted on the Employ Florida website for universal access.

(11) Individual training accounts: Describe the process and criteria for issuing Individual Training Accounts. WIOA §108(b)(19)

A. Describe any ITA limitations established by the board

ITAs are used to provide financial assistance to eligible WIOA adults and dislocated workers. Escarosa has established a priority/most in need policy to identify individuals with barriers to employment and to insure priority of service to veterans. The process will identify those who are veterans and/or have barriers to employment (TANF, SNAP recipients; homeless, basic skills deficient) and place them as the first to be served via an ITA. Once those who are a top priority have been served, others applying for assistance will be served on a first-come, first-serve basis. The ITA amount per fiscal year is capped at $5,000; however this amount may be adjusted as approved by the Board.

B. Describe any exceptions to the use of ITA

Escarosa does not use any exceptions to ITAs.

(12) Microenterprise and Entrepreneurial Training: Please describe mechanisms that are currently in place or will be in place to provide microenterprise and entrepreneurial training, and support programs and co-enrollment, where appropriate, in core programs as described in WIOA section 134(a)(3)(A)(i). WIOA §108(b)(5)

Our director also serves on the board of the Center for Innovation and Entrepreneurship, our region's technology business incubator/accelerator. We will continue to support entrepreneurial development efforts throughout the region including the development and expansion of related training in support of entrepreneurial development. Escarosa also has access to UWF's Small Business Development Center for assistance with business plans; taxes; incorporation and other issues important to the development of a business. This section may be expanded once further clarification is received from USDOL/DEO.

(13) Enhancing Apprenticeships: Please describe how the LWDB enhances the use of apprenticeships to support the local economy and individuals' career advancement. Describe how job seekers are made aware of apprenticeship opportunities in the area's career centers. TEGL 3-15

Escarosa is unaware of any registered apprenticeship programs within our two county area; however, discussion have occurred at our local State College (Pensacola State College) looking to develop apprenticeship opportunities for our area.

(14) Other Program Initiatives: Describe the services to be provided that may include the implementation of initiatives such as incumbent worker training programs, on-the-job training

programs, customized training programs, industry and sector strategies career pathway initiatives, utilization of effective business intermediaries, and other initiatives in the support of the board's vision and strategic goals described in Section III. WIOA §134(c)

Escarosa does use On-the-Job-Training (OJT) and customized training for local employers and/or businesses locating or expanding into our area. Employed Worker training is offered to assist in skill upgrading of current employees. As previously mentioned, our Business Services Team works closely with our economic development partners; industry clusters; advisory councils; and educational partners to understand trends and workforce needs. Services are recorded in Salesforce, as well as, Employ Florida Marketplace (EFM). The Director is involved with advisory councils and the school districts regarding secondary career academies and how they translate into postsecondary degrees and/or certifications leading to career pathways.

(15) Service Provider Continuous Improvement: Describe the local board's efforts to ensure the continuous improvement of eligible providers of services, including contracted services providers and providers on the eligible training provider list, through the system and ensure that such providers meet the needs of local employers, workers and jobseekers. WIOA §108(b)(6)(A).

Escarosa employs two internal programmatic monitors. The Monitoring Specialists are assigned the core programs and services to be monitored to ensure all federal, state and local regulations and policies are followed. The Monitoring Specialists report directly to the Executive Director. All monitoring reports are posted to our website and the Board of Directors is notified at least twice a year of the postings for their review and comments. If areas of concern are noted, technical assistance and training are provided to front-line staff to ensure they understand the requirements. Corrective Action Plans are required if major issues are found.

Youth services are contracted out and a competitive procurement process will take place in the spring of 2016. The Monitoring Specialists are assigned to monitor the youth contractors to ensure all 14 program elements are made available to the youth; 75% of the youth served are out-of-school; and monitoring of all work experience job sites, agreements, safety and supervision are being provided. Corrective Action Plans (CAP) are required if major issues are found.

Eligible Training Providers are monitored regarding number of enrollees, both WIOA and non-WIOA participants; WIOA outcomes and performance, and placements. In addition, ETP must meet state requirements to become a provider and Escarosa reviews the programs they offer, and approves the individual training programs to ensure they align with local employer demands and economic development initiatives. If the ETP is a newly established school in our area,

employers are surveyed to determine whether or not local employers will accept degrees/certifications from those schools for local employment. Credibility of the training provider with local employers is vital to a participant's success in obtaining employment at the end of training.

DEO also monitors all programs and services offered at the One Stop Centers as well as youth contractors. All monitoring reports conducted by the State are provided to the Board for their review.

All performance statistics on common measures and the Employer Penetration Rate are provided to the Board of Directors. Performance of programs and the youth providers are reviewed annually with the Board.

(16) Youth Program Design: Describe the design framework for youth programs in the local area, and how the 14 program elements required in §681.460 of the proposed WIOA regulations are to be made available within that framework. WIOA §129(c)(1)

Through intensive assessment, mentoring and coaching, a career plan and career pathway will be developed with the WIOA youth participant. All 14 of the youth program elements will be available to youth participants within the region. The specific elements that will be utilized by each youth in achieving their career plan, will be customized and based upon the youth's assessed needs and career pathway. The specific program components are career-oriented and are directed at high school diploma/GED attainment, post-secondary/advanced education, military enlistment, or unsubsidized employment. All youth who are deemed to be basic skills deficient (reading, math, or language skills below the 9th grade level), will receive basic skills instruction.

During the competitive procurement process, the proposals will be required to address each of the 14 elements to provide information on how each will be made available to youth participants. Letters of support will be required for elements that will be made available through other agencies. Proposals and contracts will ensure all elements are made available. Internal monitors will review service provider contracts and ensure the 14 elements are being addressed.

A. **Definition of the term "a youth who is unable to compute or solve problems, or read, write, or speak English at a level necessary to function on the job, in the individual's family, or in society."** Describe how the local board defines whether a youth is unable to demonstrate these skills well enough to function on the job, in their family, or in society and what assessment instruments are used to make this determination. 20 C.F.R. §681.290

Escarosa shall define the above as a youth who meets **one** of the below criteria:

1) Reading or math or language comprehension at or below the 8th grade level as indicated on the Test for Adult Basic Education (TABE) assessment tool **or** the Wonderlic assessment which measures thinking/logical capabilities. Wonderlic is an approved Department of Education assessment instrument.
2) A youth unable to compute or solve math problems to include word problems at or below the 8th grade level as indicated on the TABE assessment tool.
3) In interacting with the youth, the Teacher or Youth Case Manager or One Stop Center staff or Designated Youth Provider as approved by Escarosa, is unable to communicate in English with the youth via everyday conversation/interaction. Escarosa feels that if the youth cannot interact in a social or professional situation with professional staff that the youth would not be capable of sustaining a job or functioning in society. This shall be attested to by the Teacher, Youth Case Manager, One Stop Center staff or Escarosa designated Youth Provider.
4) Has been determined by the School District as having limited English and the youth has been placed in an English Speaking Other Language (ESOL) or English Language Learner (ELL) or Limited English Proficiency (LEP) program within the district.

B. **Definition of "requires additional assistance."** Describe how the local board defines the term "requires additional assistance" used in determining eligibility for WIOA-funded youth programs. 20 CFR §681.300

Escarosa shall define the above as a youth who meets one of the below criteria:

1) The youth has reading, language or math skills level at or below the 8th grade as indicated on the TABE assessment tool.
2) Youth who are over the age of 18 who have no previous work history and/or less than 180 consecutive days of employment as documented by employer records, pay records or State system such as Suntax.
3) Youth that have one or more biological parent incarcerated, institutionalized or sentenced by a court of law to incarceration/institutionalization for more than one year. Documentation provided by court, institution or Department of Corrections.
4) Youth who have been victims of domestic violence or intimate partner violence as documented by local law enforcement or Favor House.
5) Is an individual who receives or is a member of a family that has received any form of public assistance for more than 6 consecutive months.

REGIONAL PLANNING ANALYSIS

The Workforce Innovation and Opportunity Act (WIOA) provides for a new regional planning process designed to promote alignment with economic development and education, improved services to employers, workers and job seekers, improved performance in the delivery of workforce services and more efficient delivery of services through coordinated administrative arrangements. The CareerSource Florida Network and its partners have a unique opportunity to engage in regional planning in order to meet the goals of both WIOA and, more importantly, Florida's vision for talent development.

Please describe your strategy toward analyzing potential WIOA planning regions as defined in WIOA section 106(a)(2). Such strategy should include, but not be limited to:

(1) An analysis of the regional economy, labor market areas, and industry sectors in a region that include your local area

Although unemployment data may indicate that the recession is over, Bureau of Labor Market Statistics show that the majority of the top 15 existing demand occupations are low-skill occupations characterized by relatively low wages and high rates of worker turnover. The top five existing demand occupations are related to customer service and hospitality which cater to our region's retirees and tourists.

Specifically: Leisure and Hospitality - In September 2015, the employment was 22,800 in this sector. The over the year change was +700 jobs (+3.2%). The number of jobs in this sector has been trending upwards over the past 5 years.

Education and Health Services - In September 2015, the employment was 28,000. The over the year change was +700 jobs (+2.6%). The number of jobs in this sector has been trending upward for over two decades.

Combined food preparation and serving workers, including fast food workers is the top existing demand occupation. Two of the top demand occupations are the healthcare occupations registered nurses and nursing assistant occupations, with 2,969 projected openings between 2015 and 2023

Emerging Occupations: According to the Bureau of Labor Market Statistics, Emerging occupations occur in the healthcare and professional services industry sectors, which follow the overall Florida statewide distribution of top emerging occupations.

Based on recent economic development trends, occupations related to advanced manufacturing/assembly, financial services, Information Technology and skilled trades are also in the emerging category. The number of jobs in the manufacturing sector has been trending

upwards over the past five years. The recent announcement of AIRBUS' first U.S. Final Assembly Line (FAL) in neighboring Mobile, AL has resulted in an increased interest in our region from AIRBUS suppliers and additional opportunities for existing manufacturers in aviation and related fields. In addition, our region's legacy employers include major manufacturing facilities from companies such as: International Paper, Armstrong World Industries, GE, Ascend Performance Materials and PALL Corporation. These facilities and clustered industry support companies have seen resurgence in production and are applying advanced manufacturing technologies which require upgraded skills and are providing wealth creating jobs.

The financial services industry sector will see additional growth due to Navy Federal Credit Union's major expansion at their Pensacola location. The largest credit Union in the world, Navy Federal will employ 10,000 personnel over the next decade. Due to innovations in technology and financial service products, knowledge content for current and future financial service occupations is constantly changing and will require properly prepared employees.

Homeland Defense/Cybersecurity opportunities have increased due to a recent expansion at Pensacola's Department of Homeland Security operations and other companies such as AppRiver. This expansion, coupled with the presence of the U.S. Navy's Center for Information Dominance (CID) which provides multi-service training for the military's cryptologic professionals and its related defense contract opportunities provides enhanced opportunities for employment in a variety of Information Technology/Cybersecurity occupations.

The growth in the construction industry sector is due to some extent to activities related to solar energy installation and recent new construction in both commercial and residential development in support of our region's growth.

Our regional and local economic development entities have developed "target industry" attraction strategies which focus efforts on those industries which are considered best fits for Northwest Florida. These targets were developed using research-based methods and third party consultation.

These targets include:

Advanced Manufacturing

Aviation/Aerospace

Defense/Homeland and Cybersecurity

Health Services

Information Technology and Business Process Outsourcing (BPO)

Transportation, Logistics, Distribution

LWDA1 has been involved in the strategic planning processes to develop these targets and considers each of these as potential emerging industries which will provide additional employment opportunities and training challenges for the future.

Also refer to Attachment C.

(2) Specific milestones and timelines for consultation with:

A. Other local workforce development boards:

Local Workforce Development Areas 1 – 4 met on February 19, 2016 at the Ft. Walton Beach One Stop Center. The four directors discussed the plan and local initiatives. In addition, the Directors have met on several occasions in conjunction with other meetings that were convened by Florida's Great Northwest. LWDA 1 and 2 also met to discuss sharing of resources to support Information Technology needs of the two workforce areas. Beginning in July, it is expected that the Network Systems Administrator for Escarosa will also assist LWDA 2 – Okaloosa/Walton with their IT needs.

B. Local elected officials

Our CEOs were notified of the rough draft of the plan and the plan timelines on February 26, 2016. In addition, the final draft of the plan was provided to them on March 11, 2016. The CEOs were asked to review the rough draft and draft plan and provide comments throughout the process. At the conclusion of the public comment period, April 9, 2016, one public comment was received and is included under **Attachment G**. The final plan was presented to both Boards of County Commissioners for final approval.

C. Economic development organizations;

Both economic development entities were notified of the rough draft of the plan and the plan timelines on February 26, 2016. In addition, the final draft of the plan was provided to them on March 11, 2016. The EDs were asked to review the rough draft and draft plan and provide comments throughout the process. The incoming Director for Escarosa was previously heavily involved in economic development throughout northwest Florida through his employment at Gulf Power. He also reached out to his partners and provided them the timelines and discussed the plan document prior to it being finalized.

D. Core and mandatory one-stop partners for potential regional implications;

A One Stop Consortium meeting was held on February 24, 2016. The members were notified of the rough draft of the plan and the plan which became available on February 26, 2016. In addition, the final draft of the plan was provided to them on March 11, 2016. The Consortium members were asked to review the rough draft and draft plan and provide comments throughout the process.

E. Analysis of coordination of services with potential regional implications.

LWDAs 1 -4 meet quarterly to discuss services and programs and how to coordinate within northwest Florida. In addition to these meetings, LWDA 1 and 2 have jointly hosted veteran job fairs that cross our two regions and have jointly participated in US Chamber Hire our Heroes job fairs. In addition, LWDA 2 is normally invited by our two economic development entities to meetings with site consultants and businesses looking to move to our area. Escarosa will also provide IT support to LWDA 2 through our IT department. The four LWDAs interact with Florida's Great Northwest for economic development initiatives and understand our shared labor market areas and commuting patterns. The LWDAs have been involved with Florida's Great Northwest and are also meeting independently. LWDAs 1-4 have/will participate as follows:

January 11	Meeting with regional/local economic development partners regarding comprehensive regional planning involving all topics from geographical strengths to roadways, social services, business climate, etc. There was consensus to move forward with a regional planning effort to stretch over the course of the year. State workforce partners presented their mission/programs.
February 18	Second Regional planning meeting; each county gave an overview including workforce and labor market information relative to planning.
February 19	Meeting of the Northwest Florida Workforce Consortium to discuss planning efforts, plan development and partner development.
March 17	Next meeting with regional planning partners
April	Regional Planning and Consortium meeting to discuss common labor market trends and service delivery methods. Final meeting to share local plan information prior to approval.
May	Regional Planning and development of consortium agreement of cross over services..
June	Regional Planning and Consortium meeting to finalize cross over services agreement and LMI for the consortium.

PUBLIC COMMENT PROCESS

Please describe the process used, in accordance with the five criteria below, to provide an opportunity for public comment and input into the development of the local plan:

(1) Make copies of the proposed local plan available to the public through electronic and other means, such as public hearings and local news media. WIOA §108(d)(1)

A rough draft of the plan was made available to our CEOs, Escarosa Board of Directors, local partner Boards with which the Director is a member (Transportation, Early Learning Coalitions, Homeless, etc.), One Stop Consortium members, Economic Development, Education, Vocational Rehabilitation and others on February 26, 2016. The Final Draft was advertised in the local paper and media through Public Service Announcement disbursements; and the previously mentioned entities noted above, and posted to our website on March 11, 2016. This began the public comment period of 30 days.

(2) Provide no more than a 30-day period for comment on the plan before its submission to the Governor, beginning on the date on which the proposed plan is made available, prior to its submission to the Governor. WIOA §108(d)(2)

The 30-day public comment period began on March 11, 2016 and closed on April 9, 2016. One comment was received.

(3) Provide a description of the process used by the board to obtain input and comment by representatives of businesses and labor organizations for the development of the plan. WIOA §108(d)(2)

Escarosa has two labor representatives on the Board of Directors who were provided the documents within the timelines noted above in (1). The Pensacola Chamber of Commerce and the Santa Rosa Chamber of Commerce were also provided the same notices of the plan document within the above timelines to share with their members and partners. Comments were solicited from all of the above entities and members.

(4) Describe any other efforts to coordinate with other workforce partners to obtain input into the development of the plan.

Other workforce partners included those who are members of the One Stop Consortium; other community entities; and organizations that are closely aligned with our services and/or referral processes previously mentioned in the document.

(5) Include, as an attachment with the plan to the Governor, any comments that express disagreement, the LWDB's response to those comments, and a copy of the published notice. WIOA §108(d)(3)

One public comment was received and is so noted in **Attachment G.**

SIGNATURE PAGE

This plan represents the efforts of CareerSource Escarosa to implement the Workforce Innovation and Opportunity Act in the following counties:

- Santa Rosa County

We will operate in accordance with this plan and applicable federal and state laws, rules, and regulations.

Workforce Development Board Chair

_____

Signature

Scott Ginnetti - Chair

_____

Date

Chief Elected Official

_____

Signature

Lane Lynchard - Chair

_____

Date

This plan represents the efforts of CareerSource Escarosa to implement the Workforce Innovation and Opportunity Act in the following counties:

- Escambia County

We will operate in accordance with this plan and applicable federal and state laws, rules, and regulations.

Workforce Development Board Chair

Signature
Scott Ginnetti - Chairman

4/21/16
Date

Board of County Commissioners
Escambia County, Florida

Signature
Grover C. Robinson, IV - Chairman

Date

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Approved as to form and legal sufficiency.
By/Title:
Date: 4/28/2016

CAREERSOURCE ESCAROSA

LOCAL WORKFORCE DEVELOPMENT PLAN

ATTACHMENT A

INTERLOCAL AGREEMENT

WORKFORCE INVESTMENT ACT
INTERLOCAL AGREEMENT
BETWEEN
SANTA ROSA COUNTY BOARD OF COMMISSIONERS
ESCAMBIA COUNTY BOARD OF COMMISSIONERS
WORKFORCE ESCAROSA, INC.

This Inter-Local Agreement (hereinafter Agreement) is made and entered into by and between the Santa Rosa County Board of Commissioners (hereinafter Santa Rosa), the Escambia County Board of Commissioners (hereinafter Escambia), and Workforce Escarosa, Inc. (hereinafter Escarosa). Escarosa shall act as the regional workforce investment board for the two county area which constitutes Region I for the State of Florida under Workforce Florida, Inc. (WFI), and the Department of Economic Opportunity (DEO).

WHEREAS, the Workforce Investment Act of 1998, Public Law 105-220 (hereinafter Act), authorizes the expenditure of federal funds for adult, dislocated workers and youth programs as locally determined by Escarosa in coordination with Escambia and Santa Rosa; and

WHEREAS, the counties of Santa Rosa and Escambia were designated by the Governor of the State of Florida in 1996, as a two county Region.

NOW, therefore, the parties to this Agreement hereby agree:

I. Designation of Region I, Local Regional Workforce Board

A) Escambia and Santa Rosa agree to the designation of the two counties as Region I for the delivery of services under the Act and consent to the continuation of Escarosa for the purposes of setting policy and overseeing services authorized by the Act.

II. Authorities and Responsibilities of Escambia and Santa Rosa:

A) Santa Rosa and Escambia hereby consent to make appointments to the Board of Directors for Escarosa as described under items "B" and "C" below.

B) A general purpose business organization shall collect nominations for private sector membership for Escarosa as vacancies and expirations of terms occur in accordance with the Act and submit those nominations to Escambia and Santa Rosa in accordance with the county to be represented, for approval. Escarosa shall strive to assure that the make-up of the Board provides equitable representation of the Region. Private sector representative nominees shall be owners of business concerns, chief executives or chief operating officers of non-governmental employers, or other private sector executives who have substantial management of policy responsibility. Nominations to fill vacancies and replace Board members whose terms have expired shall be made in a way that will work to maintain equitable representation as vacancies occur.

C) Santa Rosa and Escambia hereby agree that fifty percent (50%) of the private sector members of Escarosa shall reside and/or own a business or work in Santa Rosa County, and fifty percent (50%) of the private sector members of the Board shall reside in Escambia County.

D) Escambia and Santa Rosa shall be responsible for the approval of the Workforce Investment Services Plan as prepared every two to five years or as required by USDOL, WFI or DEO. Escarosa shall be responsible for any notifications of change or modifications necessary to keep the Plan current, and shall submit any changes or modifications to the County Commissioners, as required for information.

E) The Santa Rosa and Escambia County Commissioners shall review appointments made to the Youth Council by Escarosa and may make recommendations, nominations and/or appointments to the Youth Council, as they deem necessary.

F) Each Board of County Commissioners shall identify and designate an individual to serve as their designee on the Escarosa Board of Directors. The designee shall be an ex-officio, non-voting member.

G) Each Board of County Commissioners shall have the authority to remove a Board Member for cause which was appointed by that Commission for their specific county to the Escarosa Board of Directors. Cause may include, but is not limited to, conviction of a crime involving moral turpitude or dishonesty; and/or intentional and flagrant violation of County or Escarosa standard of conduct to include ethical violations; and/or any conduct the Commissioners determine to be detrimental to Escarosa and/or the County or to the purposes and objectives of the workforce development system. Removal of the Chair or an Officer of the Board requires approval by both Escambia and Santa Rosa County Commissioners for his/her removal

III. Responsibilities of Escarosa Board of Directors:

A) Escarosa shall prepare a Workforce Investment Services Plan (Plan) and any modifications thereof, for each two to five year planning period in accordance with the Act or as required by USDOL, WFI, or DEO, and submit that Plan for approval to Escambia and Santa Rosa.

B) Escarosa will develop the Local Elected Official Interlocal Agreement (hereinafter Interlocal) as required by the Act, and submit to both Boards of County Commissioners for approval and signature.

C) The By-Laws of Escarosa shall provide for up to 40 total members, of which 51% shall be private sector representatives, with the remaining membership to be composed of representatives from education, Department of Children and Family Services, veterans organizations, U.S. Military Liaison, Organized Labor, Vocational Rehabilitation, and community organizations representing the disabled population, or other related entities as required by the Act or as may be permitted or required by

state statute or regulation. The members shall be appointed for fixed terms and may serve until their successors are appointed.

D) Escarosa shall be designated as the administrative entity, the fiscal agent and local regional workforce board with responsibilities to include, but not limited to, the oversight for the delivery of all federal employment and training services; development of an Annual Budget; establishment of the One Stop Centers; and selection of service providers, as assigned by the Act or the State of Florida.

E) Escarosa agrees to operate in accordance with the Act and other applicable federal and state statutes and regulations.

F) Escarosa shall negotiate and establish local performance standards with the State of Florida as required by WIA. Once standards have been negotiated and approved by Escarosa, these shall be provided to both Boards of County Commissioners for review and information.

G) Escarosa shall select the One Stop Operator for the three One Stop Centers located in Pensacola, Milton, and Century, to be known as the Workforce Escarosa Career Centers. Escarosa shall submit the name(s) of the One Stop Operator to both Boards of county Commissioners for review. At the discretion of the County Commissioners, input may be provided and recommendations made regarding this item to Escarosa. Final selection shall be made by Escarosa. At this point in time, the One Stop Operator will continue to be a consortium of three or more of the required partners and shall include Pensacola State College, Santa Rosa County School District, Escambia County School District, Department of Economic Opportunity (DEO), Vocational Rehabilitation, and the Department of Children and Family Services. This consortium has been in place for the previous eight (8) years and continues to work well as the One Stop Operator for our Career Centers.

H) Escarosa shall make available to the Commissioners and the general public through its website, www.workforceescarosa.com: the audit conducted in accordance with OMB Circular A-133/Single Audit Act annually; Office of Compliance Monitoring reports as they occur and are received; and Board of Directors meeting packets, minutes, summary of financial statements, and budgets, as they are presented to the Board. It is also understood that the Boards of County Commissioners may direct its staff to conduct audits and monitoring of any records of Escarosa; question any expenses or items noted in the budget; attend any and all meetings; and require other information as they deem necessary.

IV. Terms of Agreement:

A) The terms of this Agreement commence effective on the date signed by all parties and shall run through June 30, 2015. This Agreement shall automatically renew for a subsequent two year period, unless either party notifies the other of its intention not to renew, at least one hundred eighty (180) days prior to the expiration of any two year

period. Upon proper execution, the Agreement will be legally valid and binding upon date of approval.

B) This Interlocal Agreement and any subsequent amendments thereto shall become effective upon filing with the Clerks of the Circuit Court for Escambia and Santa Rosa Counties.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: Wilson B. Robertson
Wilson B. Robertson, Chairman

Date: March 1, 2012

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

SEAL

Deputy Clerk

BCC Approved: March 1, 2012

WORKFORCE ESCAROSA, INC.

By: Jay Overman
Jay Overman, Chairman

Date: 2/24/12

ATTEST: Annette D'Isa
Secretary/Treasurer

Annette D'Isa

SANTA ROSA COUNTY BOARD OF COUNTY COMMISSIONERS

By: Jim Williamson
Jim Williamson, Chairman

Date: 2-17-2012

ATTEST: Mary M. Johnson
Clerk of the Circuit Court

Mary M. Johnson
Clerk

BCC Approved: 2/9/12

This document approved as to form and legal sufficiency.
By:
Title:
Date: 2/29/12

CAREERSOURCE ESCAROSA

LOCAL WORKFORCE DEVELOPMENT PLAN

ATTACHMENT B

BY-LAWS

WORKFORCE ESCAROSA, INC.

BY-LAWS

ARTICLE I

NAME OF ORGANIZATION

The name of this organization shall be Workforce Escarosa, Inc., dba CareerSource Escarosa, hereinafter referred to as Escarosa.

ARTICLE II

MEETINGS OF DIRECTORS

Section 1. Annual Meeting. The annual meeting of the Directors of this corporation shall be held in the first or second quarter of each fiscal year; if regulations and funding permits. Due to language applied during the 2010 legislative session, the annual meeting may be waived at the discretion of the Board of Directors.

Section 2. Special Meetings. Special meetings of the Directors shall be held when directed by the Chairman, or, in his absence, the Vice-Chairman or, in the absence of both the Chairman and Vice Chairman, upon the call of the Secretary or the Treasurer of the Corporation.

Section 3. Place. Meetings of Directors of this corporation may be held within either Escambia or Santa Rosa County.

Section 4, Notice. A notice of each meeting of Directors shall be provided to each Director at his or her address which may include e-mail addresses, as the case may be, as such appears on the records of the corporation at the time any such notice is mailed. The notice shall state the purpose of the meeting and the time and place it is to be held.

Section 5. Voting. Each Director shall be entitled to one vote upon each motion or issue placed before a meeting for decision or resolution by the vote of the Directors. No proxy votes shall be allowed. Items regarding membership contracts require a two-thirds (2/3rds) majority vote of members present when a quorum has been established. All contracts with current board members must be in compliance with the Workforce Florida, Inc., Contracting policy as Modified in August, 2011. All other action items/issues brought before the board require a simple majority vote.

Section 6. Quorum. Forty percent (40%) plus one of the Directors entitled to vote shall constitute a quorum at any Directors' meeting. Members participating by webinar/teleconferencing shall be counted present and shall be included in the count to determine a quorum. Members participating by webinar/teleconferencing shall be entitled to vote as members who are physically present at the meeting. If less than a quorum exists, the Chairman may continue the meeting for information and discussion only; or adjourn the meeting at his/her discretion with no action taken by members present.

Section 7. Attendance. The Chairman is authorized to request a replacement appointment for any member of the Board of Directors who has had unexcused absences for three or more consecutive meetings of the Board. For the purpose of this section, a member who is absent, but who is represented by a designee, shall be counted as an excused absence. The Chairman shall make the final determination whether non-attendance is excused or unexcused for all other absences of members.

ARTICLE III

DIRECTORS

Section 1. Function. The business of this corporation shall be managed and its corporate powers exercised by the Board of Directors.

Section 2. Number. Board membership shall be in compliance with all applicable federal and state requirements, and shall not exceed twenty-seven (27) members.

Section 3. Membership. The categories of membership shall be defined by the State of Florida through Workforce Florida, Inc. Board of Directors, as approved by the Governor. Members are expected to be the Chief Executive, Chief Operations Officer, Agency Head, owner of business (private sector) or other executive with substantial management or policy responsibility. Over 50% of the membership shall be from the private sector.

Section 4. Election and Term. Consistent with the Articles of Incorporation, the term of membership for each member of the Board of Directors shall commence on the 1st day of July of the year in which each such member is appointed, unless the member is appointed by the County Commissioners during the year to fill vacancies which may occur at any given point in time. Unless otherwise provided in the Articles of Incorporation, each term of membership shall be for staggered terms of one (1), two (2), or three (3) years for the initial member with three (3) year terms thereafter.

Section 5. Extensions. Upon review and approval of the Nominating Committee, the request for extensions will be sent to the Escambia or Santa Rosa County Board of Commissioners for approval.

Section 6. Vacancy. Vacancies in the Board of Directors shall be filled through the Escambia and Santa Rosa County Boards of Commissioners. Nominations for private sector members should be from general purpose business organizations. All other nominations must be by an agency, organization or non-profit corporation.

Section 7. Time of Meeting. The Board of Directors shall meet at least once per quarter. The first (1st) quarter Board of Directors meeting may be combined with the annual meeting of Directors, as provided in ARTICLE II, section 1, hereof. Special meetings of the Board of Directors may be called by the Chairperson; or in his/her absence by the Vice Chairperson; or in the absence of both the Chairperson and Vice Chairperson - - by the Secretary or Treasurer. The specific date and time for Board of Directors meetings shall be as fixed by the Board of Directors. Notice of each

meeting shall be given to each Director not less than forty-eight (48) hours before the meeting unless each Director shall waive notice thereof before, at, or after the meeting.

Section 8. Removal of a Member for Cause. Consistent with 29 U.S.C. 1512(f), a Board member may be removed from office before the expiration of his or her term for cause upon the affirmative vote of two-thirds (2/3) of the Board at a legally called Board of Directors meeting. For purposes hereof, "cause" shall be defined as:

a. Conviction of a crime involving moral turpitude or dishonesty;

b. An intentional and flagrant violation of Escarosa standard of conduct or any rules promulgated thereunder;

or

c. Any conduct which 2/3 of the membership determines to be significantly detrimental to Escarosa or to the purposes and objectives of the workforce development system.

Before any final vote is taken by the Board on the question of removal or not of a Board member, such member shall first be advised in writing of the alleged cause for which his or her removal is sought no later than fifteen (15) days prior to the Board meeting, at which such final action is taken. At such meeting, the Board member sought to be removed shall be afforded the opportunity to be heard.

Section 9. Conflict of Interest of Members. The Board of Directors has elected to adopt the guidelines as issued by the U.S. Department of Labor, Training and Employment Guidance Letter (TEGL) No. 35-10, issued June 16, 2011.

ARTICLE IV

OFFICERS

Section 1. Officers. This corporation shall have a Chairman who shall be a Director. He/she shall be chosen by the Board of Directors prior to July 1st and shall serve

until his/her successor is chosen and qualifies, but shall not serve more than two, two-year terms (total of four years) in accordance with Florida Workforce Investment Act 2000. All other officers and agents shall be chosen, serve for such terms, and have such duties as may be determined by the Board of Directors.

The Board of Directors may establish additional officers for the corporation at a regular meeting of the Board of Directors or at a special meeting held for that purpose. However, in no event shall the Board of Directors establish an officer greater than that of the Chairman of the Corporation.

Section 2. Chairman. The Chairman shall be the chief elected officer of the corporation, shall have general oversight of the business and affairs of the corporation subject to the directives of the Board of Directors and shall preside at all meetings of the Board of Directors.

Section 3. Vice-Chairman. The Vice-Chairman shall, in the absence and inability of the Chairman to serve, exercise and discharge all the powers and duties of the Chairman and act in the Chairman's stead.

Section 4. Secretary and Treasurer. The Secretary shall review meeting minutes for submittal to the Board of Directors and shall sign all Board meeting minutes upon approval by the Board of Directions.

The Treasurer shall have access to all of the corporate records including the financial records; shall review all corporate funds and financial records, shall review accounts of receipts and disbursements and render reports thereof at the meetings of the Board of Directors, at his/her discretion; and whenever else required by the Board of Directors or Chairman.

ARTICLE V
STAFF

The corporation may hire or lease staff to serve the specific needs of the corporation.

ARTICLE VI

COMMITTEES

The officers, past chair, and the standing Committee Chairperson(s), as selected by the Chairman of the Corporation, shall constitute the Executive Committee. The Executive Committee shall act as the Financial/Audit Committee and Personnel Committee, and shall act on behalf of the Board for special circumstances if given the authority to do so by the Board of Directors. The Chairman may appoint all Committees for the proper management of the business of the corporation. The Chairpersons of all Committees shall be members of the Board of Directors. Other Committee members must be members of the Board of Directors, except in the case of the Youth Development Council which includes Board of Directors and non-Board of Directors as members.

Each Committee shall meet at least bi-annually or as required to conduct business, and report to the Board of Directors at the next scheduled Board of Director's meeting.

The work, duties, and functions of each such Committee shall be as prescribed by the Board of Directors.

ARTICLE VII

SEAL

Escarosa does not have a corporate seal; therefore this section is inapplicable.

ARTICLE VIII

AMENDMENT

These By-laws may be amended solely by the affirmative vote of at least one vote more than 50% of the entire membership of the Board of Directors at any meeting duly and properly called.

ARTICLE IX

MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Corporation shall commence on July 1 and end on June 30 of the next ensuing year.

Section 2. Annual Review of By-laws. The Executive Committee shall at least annually review these By-laws and report thereon to the Board of Directors.

WORKFORCE ESCAROSA, INC.

Chairman

Attest:

Secretary

Revised: May 29, 2014

CAREERSOURCE ESCAROSA LOCAL

WORKFORCE DEVELOPMENT PLAN

ATTACHMENT C

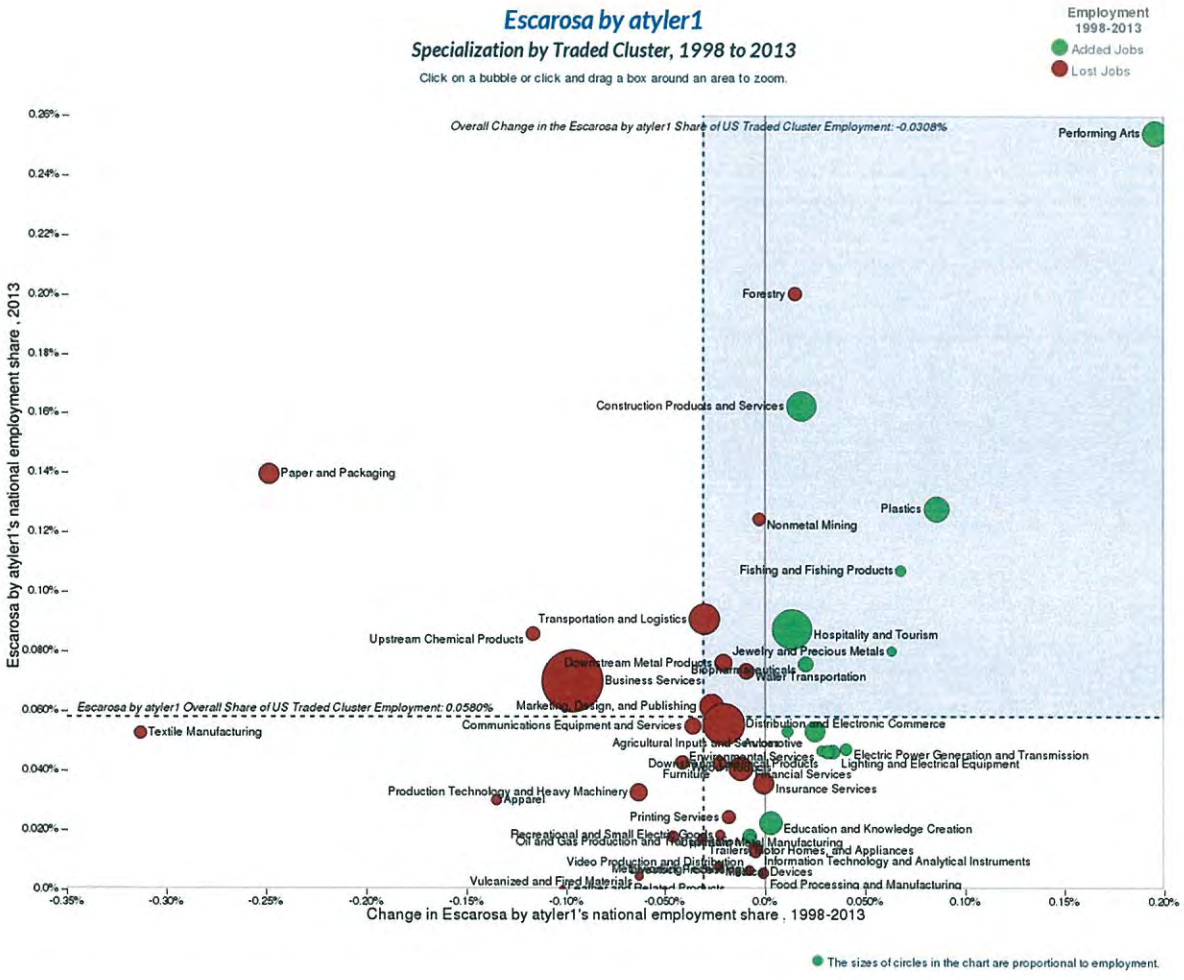
ECONOMIC CONDITIONS

HAAS CENTER STATISTICS

Escarosa by atyler1

Specialization by Traded Cluster, 1998 to 2013

Click on a bubble or click and drag a box around an area to zoom.



Source: U.S. Cluster Mapping Project, Institute for Strategy and Competitiveness, Harvard Business School. Data Sources

Demographic Profile
CareerSource Escarosa (Escambia and Santa Rosa Counties)

2015 Full-time Resident Population by County

Escambia	Santa Rosa	Total
307,892	167,569	475,461

Educational Attainment of Adult Population ages 25 and up

Education level	2015	2022	2015 % of Population	2015 % of State Population	2015 % of National Population
Less than 9th Grade	11,203	11,561	5%	6%	7%
9th Grade to 12th Grade	25868	28025	8%	8%	8%
High School Diploma	93285	99914	29%	30%	28%
Some College	75243	79663	23%	21%	21%
Associate's Degree	37217	40638	12%	9%	8%
Bachelor's Degree	53514	58132	17%	17%	18%
Graduate Degree or Higher	26103	28336	8%	9%	11%
Total	322,433	346,269		14,251,331	215,977,427

Cohort Totals

Area	2015	2022	Change	% Change
CareerSource Escarosa	478,868	502,783	23,915	5%
State	20,122,020	21,316,356	1,194,336	6%
Nation	321,252,743	332,585,447	11,332,704	4%

Population by Age Cohort

Age Cohort	2015 Population	2022 Population	Change	% Change	2015 % of Cohort
Under 5 years	28,501	30,765	2,264	8%	5.95%
5 to 9 years	28,957	29,857	900	3%	6.05%
10 to 14 years	27,977	29,871	1,894	7%	5.84%
15 to 19 years	32,357	32,605	248	1%	6.76%
20 to 24 years	38,644	33,416	(5,228)	(14%)	8.07%
25 to 29 years	35,861	34,962	(899)	(3%)	7.49%

30 to 34 years	31,549	36,435	4,886	15%	6.59%
35 to 39 years	26,788	32,835	6,047	23%	5.59%
40 to 44 years	27,739	28,677	938	3%	5.79%
45 to 49 years	29,054	27,704	(1,350)	(5%)	6.07%
50 to 54 years	34,148	28,654	(5,494)	(16%)	7.13%
55 to 59 years	33,631	32,062	(1,569)	(5%)	7.02%
60 to 64 years	29,013	34,609	5,596	19%	6.06%
65 to 69 years	25,212	29,905	4,693	19%	5.26%
70 to 74 years	18,840	23,703	4,863	26%	3.93%
75 to 79 years	13,445	17,322	3,877	29%	2.81%
80 to 84 years	8,957	10,714	1,757	20%	1.87%
85 years and over	8,195	8,688	493	6%	1.71%
Total	478,868	502,783	23,915	5%	100.00%

Source: QCEW Employees – EMSI 2015.4 Class of Worker

NAICS	Description	2015 Jobs	2022 Jobs	2015 - 2022 Change	2015 - 2022 % Change	2022 Location Quotient
3252	Resin, Synthetic Rubber, and Artificial Synthetic Fibers and Filaments Manufacturing	1,165	921	(244)	(21%)	8.51
9012	Federal Government, Military	15,495	15,539	44	0%	6.24
2213	Water, Sewage and Other Systems	332	412	80	24%	5.57
5612	Facilities Support Services	1,236	984	(252)	(20%)	5.00
3279	Other Nonmetallic Mineral Product Manufacturing	354	431	77	22%	4.42
1132	Forest Nurseries and Gathering of Forest Products	<10	<10	Insf. Data	Insf. Data	4.06
3336	Engine, Turbine, and Power Transmission Equipment Manufacturing	344	456	112	33%	3.80
3221	Pulp, Paper, and Paperboard Mills	365	354	(11)	(3%)	3.40
6115	Technical and Trade Schools	378	568	190	50%	3.30
5221	Depository Credit Intermediation	5,598	7,006	1,408	25%	3.29
4881	Support Activities for Air Transportation	710	819	109	15%	3.20
6111	Elementary and Secondary Schools	3,678	3,878	200	5%	2.69
4412	Other Motor Vehicle Dealers	366	451	85	23%	2.37
5322	Consumer Goods Rental	398	464	66	17%	2.25
5251	Insurance and Employee Benefit Funds	<10	<10	Insf. Data	Insf. Data	2.18
6232	Residential Intellectual and Developmental Disability, Mental Health, and Substance Abuse Facilities	1,989	1,890	(99)	(5%)	2.17
4452	Specialty Food Stores	532	658	126	24%	2.14
2211	Electric Power Generation, Transmission and Distribution	834	984	150	18%	2.07
4531	Florists	156	144	(12)	(8%)	2.05
6223	Specialty (except Psychiatric and Substance Abuse) Hospitals	360	720	360	100%	2.03
1141	Fishing	99	68	(31)	(31%)	1.96
4248	Beer, Wine, and Distilled Alcoholic Beverage Merchant Wholesalers	428	543	115	27%	1.91
9011	Federal Government, Civilian	6,552	6,209	(343)	(5%)	1.90
5614	Business Support Services	2,081	2,442	361	17%	1.83
4471	Gasoline Stations	1,952	1,993	41	2%	1.82
7224	Drinking Places (Alcoholic Beverages)	762	876	114	15%	1.81
7112	Spectator Sports	360	417	57	16%	1.70
5312	Offices of Real Estate Agents and Brokers	840	871	31	4%	1.70
4237	Hardware, and Plumbing and Heating Equipment and Supplies Merchant Wholesalers	415	522	107	26%	1.65
8123	Drycleaning and Laundry Services	552	631	79	14%	1.65
4861	Pipeline Transportation of Crude Oil	24	24	0	0%	1.64
6242	Community Food and Housing, and Emergency and Other Relief Services	318	359	41	13%	1.62
4533	Used Merchandise Stores	422	468	46	11%	1.60
4529	Other General Merchandise Stores	4,012	4,169	157	4%	1.58
6231	Nursing Care Facilities (Skilled Nursing Facilities)	2,558	3,430	872	34%	1.55
3366	Ship and Boat Building	167	254	87	52%	1.55
5151	Radio and Television Broadcasting	361	411	50	14%	1.47
4441	Building Material and Supplies Dealers	1,939	2,088	149	8%	1.45
2381	Foundation, Structure, and Building Exterior Contractors	1,589	1,747	158	10%	1.41
7113	Promoters of Performing Arts, Sports, and Similar Events	230	278	48	21%	1.40
2383	Building Finishing Contractors	1,935	1,961	26	1%	1.37
5321	Automotive Equipment Rental and Leasing	330	338	8	2%	1.37
6211	Offices of Physicians	4,385	4,829	444	10%	1.34
4512	Book Stores and News Dealers	115	106	(9)	(8%)	1.33
5171	Wired Telecommunications Carriers	1,090	913	(177)	(16%)	1.31
4539	Other Miscellaneous Store Retailers	540	595	55	10%	1.31

7225	Restaurants and Other Eating Places	16,337	17,182	845	5%	1.30
5616	Investigation and Security Services	1,366	1,571	205	15%	1.27
5617	Services to Buildings and Dwellings	3,894	4,594	700	18%	1.26
3365	Railroad Rolling Stock Manufacturing	29	43	14	48%	1.25
4532	Office Supplies, Stationery, and Gift Stores	422	408	(14)	(3%)	1.24
2382	Building Equipment Contractors	3,362	3,621	259	8%	1.23
4453	Beer, Wine, and Liquor Stores	205	239	34	17%	1.22
4421	Furniture Stores	319	331	12	4%	1.20
4233	Lumber and Other Construction Materials Merchant Wholesalers	264	287	23	9%	1.20
6239	Other Residential Care Facilities	255	257	2	1%	1.20
1131	Timber Tract Operations	12	<10	Insf. Data	Insf. Data	1.19
8111	Automotive Repair and Maintenance	1,686	1,705	19	1%	1.18
7212	RV (Recreational Vehicle) Parks and Recreational Camps	75	94	19	25%	1.18
8141	Private Households	1,128	1,273	145	13%	1.16
6215	Medical and Diagnostic Laboratories	368	453	85	23%	1.16
8122	Death Care Services	216	204	(12)	(6%)	1.15
4511	Sporting Goods, Hobby, and Musical Instrument Stores	803	853	50	6%	1.15
4411	Automobile Dealers	1,838	1,827	(11)	(1%)	1.14
3273	Cement and Concrete Product Manufacturing	243	271	28	12%	1.14
4483	Jewelry, Luggage, and Leather Goods Stores	211	214	3	1%	1.14
7223	Special Food Services	1,025	1,119	94	9%	1.12
2361	Residential Building Construction	1,703	1,601	(102)	(6%)	1.12
2373	Highway, Street, and Bridge Construction	416	460	44	11%	1.09
3212	Veneer, Plywood, and Engineered Wood Product Manufacturing	58	95	37	64%	1.08
3391	Medical Equipment and Supplies Manufacturing	394	442	48	12%	1.08
1142	Hunting and Trapping	<10	<10	Insf. Data	Insf. Data	1.08
6221	General Medical and Surgical Hospitals	6,972	6,435	(537)	(8%)	1.07
5411	Legal Services	1,778	1,800	22	1%	1.07
9029	State Government, Excluding Education and Hospitals	2,940	2,970	30	1%	1.07
8131	Religious Organizations	2,267	2,391	124	5%	1.06
4413	Automotive Parts, Accessories, and Tire Stores	793	764	(29)	(4%)	1.05
5419	Other Professional, Scientific, and Technical Services	997	1,161	164	16%	1.05
5242	Agencies, Brokerages, and Other Insurance Related Activities	1,573	1,856	283	18%	1.05
6216	Home Health Care Services	1,751	2,294	543	31%	1.04
4461	Health and Personal Care Stores	1,304	1,442	138	11%	1.04
4521	Department Stores	1,531	1,608	77	5%	1.04
5313	Activities Related to Real Estate	1,001	1,051	50	5%	1.03
6243	Vocational Rehabilitation Services	440	437	(3)	(1%)	0.99
4451	Grocery Stores	3,193	3,314	121	4%	0.98
5324	Commercial and Industrial Machinery and Equipment Rental and Leasing	181	198	17	9%	0.97
9036	Education and Hospitals (Local Government)	10,031	10,432	401	4%	0.96
8121	Personal Care Services	1,388	1,546	158	11%	0.96
3323	Architectural and Structural Metals Manufacturing	422	459	37	9%	0.96
4442	Lawn and Garden Equipment and Supplies Stores	205	187	(18)	(9%)	0.96
2362	Nonresidential Building Construction	958	994	36	4%	0.93
7139	Other Amusement and Recreation Industries	1,462	1,569	107	7%	0.90
4883	Support Activities for Water Transportation	127	112	(15)	(12%)	0.90
4482	Shoe Stores	225	244	19	8%	0.90
4543	Direct Selling Establishments	229	213	(16)	(7%)	0.90

5622	Waste Treatment and Disposal	100	103	3	3%	0.90
4922	Local Messengers and Local Delivery	65	75	10	15%	0.89
5412	Accounting, Tax Preparation, Bookkeeping, and Payroll Services	1,223	1,343	120	10%	0.88
8113	Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	265	291	26	10%	0.87
3149	Other Textile Product Mills	64	68	4	6%	0.87
4855	Charter Bus Industry	39	31	(8)	(21%)	0.87
2389	Other Specialty Trade Contractors	1,230	1,058	(172)	(14%)	0.86
5621	Waste Collection	160	211	51	32%	0.86
8114	Personal and Household Goods Repair and Maintenance	198	153	(45)	(23%)	0.86
6213	Offices of Other Health Practitioners	1,006	1,179	173	17%	0.85
6244	Child Day Care Services	1,323	1,342	19	1%	0.84
4422	Home Furnishings Stores	263	274	11	4%	0.84
5611	Office Administrative Services	514	596	82	16%	0.83
4431	Electronics and Appliance Stores	560	513	(47)	(8%)	0.83
4481	Clothing Stores	1,159	1,152	(7)	(1%)	0.82
6212	Offices of Dentists	1,078	1,076	(2)	(0%)	0.82
4244	Grocery and Related Product Merchant Wholesalers	795	813	18	2%	0.81
4241	Paper and Paper Product Merchant Wholesalers	118	103	(15)	(13%)	0.80
6219	Other Ambulatory Health Care Services	358	371	13	4%	0.79
7211	Traveler Accommodation	1,766	1,841	75	4%	0.78
5629	Remediation and Other Waste Management Services	170	153	(17)	(10%)	0.78
4872	Scenic and Sightseeing Transportation, Water	22	18	(4)	(18%)	0.78
4242	Drugs and Druggists' Sundries Merchant Wholesalers	138	182	44	32%	0.76
9039	Local Government, Excluding Education and Hospitals	5,067	5,268	201	4%	0.75
4239	Miscellaneous Durable Goods Merchant Wholesalers	268	331	63	24%	0.75
5619	Other Support Services	216	296	80	37%	0.71
5311	Lessors of Real Estate	733	706	(27)	(4%)	0.70
4842	Specialized Freight Trucking	456	444	(12)	(3%)	0.70
5615	Travel Arrangement and Reservation Services	203	177	(26)	(13%)	0.70
6214	Outpatient Care Centers	634	801	167	26%	0.68
5111	Newspaper, Periodical, Book, and Directory Publishers	313	288	(25)	(8%)	0.68
2379	Other Heavy and Civil Engineering Construction	124	106	(18)	(15%)	0.67
8139	Business, Professional, Labor, Political, and Similar Organizations	333	375	42	13%	0.66
8132	Grantmaking and Giving Services	80	123	43	54%	0.65
4247	Petroleum and Petroleum Products Merchant Wholesalers	61	82	21	34%	0.64
9026	Education and Hospitals (State Government)	2,382	2,429	47	2%	0.64
7131	Amusement Parks and Arcades	120	170	50	42%	0.63
8112	Electronic and Precision Equipment Repair and Maintenance	136	98	(33)	(28%)	0.62
7115	Independent Artists, Writers, and Performers	268	230	(33)	(14%)	0.62
5414	Specialized Design Services	206	221	15	7%	0.61
5413	Architectural, Engineering, and Related Services	1,517	1,239	(278)	(18%)	0.61
2371	Utility System Construction	523	430	(93)	(18%)	0.61
5416	Management, Scientific, and Technical Consulting Services	1,323	1,464	141	11%	0.61
5415	Computer Systems Design and Related Services	1,542	1,817	275	18%	0.60
3364	Aerospace Product and Parts Manufacturing	273	351	78	29%	0.58
3117	Seafood Product Preparation and Packaging	17	25	8	47%	0.58
3251	Basic Chemical Manufacturing	114	100	(14)	(12%)	0.58
4238	Machinery, Equipment, and Supplies Merchant Wholesalers	489	505	16	3%	0.58
1153	Support Activities for Forestry	12	13	1	8%	0.58

3339	Other General Purpose Machinery Manufacturing	127	186	59	46%	0.57
3322	Cutlery and Handtool Manufacturing	12	23	11	92%	0.57
1133	Logging	52	47	(5)	(10%)	0.57
4231	Motor Vehicle and Motor Vehicle Parts and Supplies Merchant Wholesalers	331	236	(95)	(29%)	0.56
3371	Household and Institutional Furniture and Kitchen Cabinet Manufacturing	178	157	(21)	(12%)	0.56
6233	Continuing Care Retirement Communities and Assisted Living Facilities for the Elderly	758	696	(62)	(8%)	0.54
5613	Employment Services	2,629	2,593	(36)	(1%)	0.54
7132	Gambling Industries	77	95	18	23%	0.53
4821	Rail Transportation	163	151	(12)	(7%)	0.52
4921	Couriers and Express Delivery Services	358	349	(9)	(3%)	0.52
6241	Individual and Family Services	1,434	1,774	340	24%	0.51
3359	Other Electrical Equipment and Component Manufacturing	65	75	10	15%	0.50
5121	Motion Picture and Video Industries	246	275	29	12%	0.49
4236	Household Appliances and Electrical and Electronic Goods Merchant Wholesalers	211	187	(24)	(11%)	0.49
7121	Museums, Historical Sites, and Similar Institutions	121	102	(19)	(16%)	0.49
3399	Other Miscellaneous Manufacturing	163	167	4	2%	0.49
6116	Other Schools and Instruction	309	365	56	18%	0.48
3161	Leather and Hide Tanning and Finishing	<10	<10	Insf. Data	Insf. Data	0.46
4859	Other Transit and Ground Passenger Transportation	58	72	14	24%	0.46
4541	Electronic Shopping and Mail-Order Houses	209	241	32	15%	0.43
2123	Nonmetallic Mineral Mining and Quarrying	50	45	(5)	(10%)	0.42
4246	Chemical and Allied Products Merchant Wholesalers	77	71	(6)	(8%)	0.41
8129	Other Personal Services	218	211	(7)	(3%)	0.41
5418	Advertising, Public Relations, and Related Services	321	294	(27)	(8%)	0.41
4245	Farm Product Raw Material Merchant Wholesalers	45	40	(5)	(11%)	0.41
4841	General Freight Trucking	523	607	84	16%	0.41
1152	Support Activities for Animal Production	14	19	5	36%	0.41
3121	Beverage Manufacturing	88	109	21	24%	0.41
3132	Fabric Mills	80	20	(60)	(75%)	0.40
5231	Securities and Commodity Contracts Intermediation and Brokerage	216	227	11	5%	0.39
3353	Electrical Equipment Manufacturing	45	64	19	42%	0.39
7114	Agents and Managers for Artists, Athletes, Entertainers, and Other Public Figures	13	17	4	31%	0.38
7111	Performing Arts Companies	74	70	(4)	(5%)	0.37
3341	Computer and Peripheral Equipment Manufacturing	67	65	(2)	(3%)	0.37
4234	Professional and Commercial Equipment and Supplies Merchant Wholesalers	265	297	32	12%	0.37
5172	Wireless Telecommunications Carriers (except Satellite)	198	74	(124)	(63%)	0.36
4854	School and Employee Bus Transportation	69	91	22	32%	0.36
4251	Wholesale Electronic Markets and Agents and Brokers	430	458	28	7%	0.35
5222	Nondepository Credit Intermediation	329	247	(82)	(25%)	0.35
4249	Miscellaneous Nondurable Goods Merchant Wholesalers	164	137	(27)	(16%)	0.34
4232	Furniture and Home Furnishing Merchant Wholesalers	71	42	(29)	(41%)	0.32
5239	Other Financial Investment Activities	191	225	34	18%	0.31
4853	Taxi and Limousine Service	69	68	(1)	(1%)	0.31
3259	Other Chemical Product and Preparation Manufacturing	33	27	(6)	(18%)	0.29
4811	Scheduled Air Transportation	142	137	(5)	(4%)	0.28
5331	Lessors of Nonfinancial Intangible Assets (except Copyrighted Works)	<10	<10	Insf. Data	Insf. Data	0.28
5417	Scientific Research and Development Services	178	245	67	38%	0.28
6117	Educational Support Services	83	64	(19)	(23%)	0.27
1151	Support Activities for Crop Production	116	162	46	40%	0.27

3231	Printing and Related Support Activities	188	129	(59)	(31%)	0.26
4235	Metal and Mineral (except Petroleum) Merchant Wholesalers	45	44	(1)	(2%)	0.26
5511	Management of Companies and Enterprises	1,074	735	(339)	(32%)	0.26
1110	Crop Production	224	262	38	17%	0.26
3254	Pharmaceutical and Medicine Manufacturing	73	93	20	27%	0.25
3211	Sawmills and Wood Preservation	31	29	(2)	(6%)	0.25
3351	Electric Lighting Equipment Manufacturing	<10	13	Insf. Data	Insf. Data	0.25
4542	Vending Machine Operators	36	11	(25)	(69%)	0.24
6114	Business Schools and Computer and Management Training	44	22	(22)	(50%)	0.24
8133	Social Advocacy Organizations	108	69	(39)	(36%)	0.24
4882	Support Activities for Rail Transportation	<10	10	Insf. Data	Insf. Data	0.22
3329	Other Fabricated Metal Product Manufacturing	71	76	5	7%	0.22
2372	Land Subdivision	73	10	(63)	(86%)	0.22
9999	Unclassified Industry	83	58	(25)	(30%)	0.21
3313	Alumina and Aluminum Production and Processing	17	13	(4)	(24%)	0.21
4831	Deep Sea, Coastal, and Great Lakes Water Transportation	<10	11	Insf. Data	Insf. Data	0.20
3345	Navigational, Measuring, Electromedical, and Control Instruments Manufacturing	84	91	7	8%	0.19
5191	Other Information Services	57	62	5	9%	0.18
5122	Sound Recording Industries	<10	<10	Insf. Data	Insf. Data	0.18
1120	Animal Production and Aquaculture	59	87	28	47%	0.18
3362	Motor Vehicle Body and Trailer Manufacturing	27	34	7	26%	0.18
2111	Oil and Gas Extraction	61	51	(10)	(16%)	0.18
6113	Colleges, Universities, and Professional Schools	621	467	(154)	(25%)	0.18
3332	Industrial Machinery Manufacturing	18	23	5	28%	0.18
4931	Warehousing and Storage	177	184	7	4%	0.17
5241	Insurance Carriers	370	268	(102)	(28%)	0.17
5182	Data Processing, Hosting, and Related Services	61	60	(1)	(2%)	0.16
3328	Coating, Engraving, Heat Treating, and Allied Activities	24	27	3	13%	0.16
3315	Foundries	19	23	4	21%	0.16
5323	General Rental Centers	34	<10	Insf. Data	Insf. Data	0.15
3219	Other Wood Product Manufacturing	38	39	1	3%	0.15
3271	Clay Product and Refractory Manufacturing	17	<10	Insf. Data	Insf. Data	0.14
4885	Freight Transportation Arrangement	43	42	(1)	(2%)	0.14
4812	Nonscheduled Air Transportation	<10	<10	Insf. Data	Insf. Data	0.14
3118	Bakeries and Tortilla Manufacturing	49	52	3	6%	0.13
6112	Junior Colleges	23	14	(9)	(39%)	0.13
4911	Postal Service	<10	<10	Insf. Data	Insf. Data	0.13
3363	Motor Vehicle Parts Manufacturing	238	88	(150)	(63%)	0.13
3261	Plastics Product Manufacturing	110	83	(27)	(25%)	0.13
8134	Civic and Social Organizations	119	64	(55)	(46%)	0.13
3321	Forging and Stamping	14	15	1	7%	0.12
4243	Apparel, Piece Goods, and Notions Merchant Wholesalers	25	23	(2)	(8%)	0.12
5259	Other Investment Pools and Funds	<10	<10	Insf. Data	Insf. Data	0.12
3311	Iron and Steel Mills and Ferroalloy Manufacturing	<10	12	Insf. Data	Insf. Data	0.11
3327	Machine Shops; Turned Product; and Screw, Nut, and Bolt Manufacturing	79	54	(25)	(32%)	0.11
5179	Other Telecommunications	28	<10	Insf. Data	Insf. Data	0.11
5223	Activities Related to Credit Intermediation	82	43	(39)	(48%)	0.11
3346	Manufacturing and Reproducing Magnetic and Optical Media	<10	<10	Insf. Data	Insf. Data	0.10
3324	Boiler, Tank, and Shipping Container Manufacturing	11	12	1	9%	0.10

4884	Support Activities for Road Transportation	31	15	(16)	(52%)	0.10
3272	Glass and Glass Product Manufacturing	<10	<10	Insf. Data	Insf. Data	0.10
4832	Inland Water Transportation	<10	<10	Insf. Data	Insf. Data	0.10
3326	Spring and Wire Product Manufacturing	13	<10	Insf. Data	Insf. Data	0.10
3369	Other Transportation Equipment Manufacturing	<10	<10	Insf. Data	Insf. Data	0.09
5211	Monetary Authorities-Central Bank	<10	<10	Insf. Data	Insf. Data	0.08
3241	Petroleum and Coal Products Manufacturing	<10	11	Insf. Data	Insf. Data	0.08
3141	Textile Furnishings Mills	<10	<10	Insf. Data	Insf. Data	0.08
3151	Apparel Knitting Mills	<10	<10	Insf. Data	Insf. Data	0.07
3334	Ventilation, Heating, Air-Conditioning, and Commercial Refrigeration Equipment Manufacturing	11	11	0	0%	0.07
3335	Metalworking Machinery Manufacturing	13	14	1	8%	0.07
7213	Rooming and Boarding Houses	<10	<10	Insf. Data	Insf. Data	0.07
3116	Animal Slaughtering and Processing	40	38	(2)	(5%)	0.06
3152	Cut and Sew Apparel Manufacturing	<10	<10	Insf. Data	Insf. Data	0.06
3333	Commercial and Service Industry Machinery Manufacturing	<10	<10	Insf. Data	Insf. Data	0.05
3372	Office Furniture (including Fixtures) Manufacturing	<10	<10	Insf. Data	Insf. Data	0.04
3342	Communications Equipment Manufacturing	20	<10	Insf. Data	Insf. Data	0.04
2131	Support Activities for Mining	33	22	(11)	(33%)	0.04
3119	Other Food Manufacturing	<10	<10	Insf. Data	Insf. Data	0.03
5112	Software Publishers	19	12	(7)	(37%)	0.03
4871	Scenic and Sightseeing Transportation, Land	<10	<10	Insf. Data	Insf. Data	0.02
3312	Steel Product Manufacturing from Purchased Steel	<10	<10	Insf. Data	Insf. Data	0.02
3113	Sugar and Confectionery Product Manufacturing	<10	<10	Insf. Data	Insf. Data	0.02
3133	Textile and Fabric Finishing and Fabric Coating Mills	<10	<10	Insf. Data	Insf. Data	0.02
5152	Cable and Other Subscription Programming	<10	<10	Insf. Data	Insf. Data	0.02
4889	Other Support Activities for Transportation	0	<10	Insf. Data	Insf. Data	0.01
3115	Dairy Product Manufacturing	<10	<10	Insf. Data	Insf. Data	0.01
3114	Fruit and Vegetable Preserving and Specialty Food Manufacturing	<10	<10	Insf. Data	Insf. Data	0.01
3344	Semiconductor and Other Electronic Component Manufacturing	<10	<10	Insf. Data	Insf. Data	0.01
3222	Converted Paper Product Manufacturing	99	<10	Insf. Data	Insf. Data	0.00
3352	Household Appliance Manufacturing	<10	0	Insf. Data	Insf. Data	0.00
3169	Other Leather and Allied Product Manufacturing	0	0	0	0%	0.00
3162	Footwear Manufacturing	0	0	0	0%	0.00
3159	Apparel Accessories and Other Apparel Manufacturing	0	0	0	0%	0.00
3253	Pesticide, Fertilizer, and Other Agricultural Chemical Manufacturing	0	0	0	0%	0.00
3256	Soap, Cleaning Compound, and Toilet Preparation Manufacturing	0	0	0	0%	0.00
3255	Paint, Coating, and Adhesive Manufacturing	0	0	0	0%	0.00
3262	Rubber Product Manufacturing	0	0	0	0%	0.00
3361	Motor Vehicle Manufacturing	0	0	0	0%	0.00
4879	Scenic and Sightseeing Transportation, Other	0	0	0	0%	0.00
3111	Animal Food Manufacturing	0	0	0	0%	0.00
5174	Satellite Telecommunications	0	0	0	0%	0.00
5232	Securities and Commodity Exchanges	0	0	0	0%	0.00
4869	Other Pipeline Transportation	0	0	0	0%	0.00
4862	Pipeline Transportation of Natural Gas	0	0	0	0%	0.00
4851	Urban Transit Systems	0	0	0	0%	0.00
4852	Interurban and Rural Bus Transportation	0	0	0	0%	0.00
3112	Grain and Oilseed Milling	0	0	0	0%	0.00
3122	Tobacco Manufacturing	0	0	0	0%	0.00

3379	Other Furniture Related Product Manufacturing	0	0	0	0%	0.00
2122	Metal Ore Mining	0	0	0	0%	0.00
2121	Coal Mining	0	0	0	0%	0.00
3325	Hardware Manufacturing	0	0	0	0%	0.00
3314	Nonferrous Metal (except Aluminum) Production and Processing	0	0	0	0%	0.00
6222	Psychiatric and Substance Abuse Hospitals	0	0	0	0%	0.00
3331	Agriculture, Construction, and Mining Machinery Manufacturing	0	0	0	0%	0.00
3131	Fiber, Yarn, and Thread Mills	0	0	0	0%	0.00
3343	Audio and Video Equipment Manufacturing	0	0	0	0%	0.00
2212	Natural Gas Distribution	0	0	0	0%	0.00
3274	Lime and Gypsum Product Manufacturing	0	0	0	0%	0.00
		193,432	202,580	9,148	5%	

Source: EMSI 2015.4 – QCEW Employees, Non-QCEW Employees, and Self-Employed

Industry Data

EMSI industry data have various sources depending on the class of worker. (1) For QCEW Employees, EMSI primarily uses the QCEW (Quarterly Census of Employment and Wages), with supplemental estimates from County Business Patterns and Current Employment Statistics. (2) Non-QCEW employees data are based on a number of sources including QCEW, Current Employment Statistics, County Business Patterns, BEA State and Local Personal Income reports, the National Industry-Occupation Employment Matrix (NIOEM), the American Community Survey, and Railroad Retirement Board statistics. (3) Self-Employed and Extended Proprietor classes of worker data are primarily based on the American Community Survey, Nonemployer Statistics, and BEA State and Local Personal Income Reports. Projections for QCEW and Non-QCEW Employees are informed by NIOEM and long-term industry projections published by individual states.

State Data Sources

This report uses state data from the following agencies: Florida Department of Economic Opportunity

Traded Cluster Employment ranked over change from the 1998 to 2013 period

Cluster Name	1998 Employment	2013 Employment	Change
Performing Arts	130	832	702
Hospitality and Tourism	2010	2669	659
Plastics	378	840	462
Education and Knowledge Creation	368	658	290
Construction Products and Services	1188	1273	85
Automotive	380	455	75
Lighting and Electrical Equipment	60	130	70
Downstream Chemical Products	50	110	60
Electric Power Generation and Transmission	10	70	60
Biopharmaceuticals	120	175	55
Environmental Services	10	40	30
Fishing and Fishing Products	20	40	20
Oil and Gas Production and Transportation	110	124	14
Agricultural Inputs and Services	40	50	10
Jewelry and Precious Metals	10	20	10
Music and Sound Recording		10	10
Video Production and Distribution	30	33	3
Food Processing and Manufacturing	60	50	-10
Water Transportation	238	220	-18
Nonmetal Mining	130	100	-30
Livestock Processing	70	30	-40
Forestry	180	131	-49
Metalworking Technology	110	60	-50
Insurance Services	585	534	-51
Medical Devices	80	20	-60
Trailers, Motor Homes, and Appliances	80	20	-60
Leather and Related Products	60		-60
Recreational and Small Electric Goods	120	28	-92
Information Technology and Analytical Instruments	284	140	-144
Marketing, Design, and Publishing	964	778	-186
Communications Equipment and Services	454	255	-199
Financial Services	966	765	-201
Downstream Metal Products	546	297	-249
Printing Services	372	118	-254

Vulcanized and Fired Materials	275	10	-265
Furniture	419	134	-285
Wood Products	430	140	-290
Upstream Chemical Products	455	150	-305
Upstream Metal Manufacturing	385	70	-315
Transportation and Logistics	1857	1445	-412
Distribution and Electronic Commerce	3551	3062	-489
Production Technology and Heavy Machinery	1205	315	-890
Apparel	1035	40	-995
Paper and Packaging	2205	495	-1710
Textile Manufacturing	2390	100	-2290
Business Services	12372	7677	-4695
Totals	**36792**	**24713**	**-12079**

Source: U.S. Cluster Mapping Project, Institute for Strategy and Competitiveness, Harvard Business School. Data Sources

Local (non-traded) cluster employment ranked by change from 1998 to 2013 period

Cluster Name	1998 Employment	2013 Employment	Change
Local Hospitality Establishments	12550	15687	3137
Local Health Services	19117	21994	2877
Local Financial Services	3029	5331	2302
Local Education and Training	3355	5561	2206
Local Retailing of Clothing and General Merchandise	6191	7672	1481
Local Community and Civic Organizations	4744	5745	1001
Local Personal Services (Non-Medical)	2701	3326	625
Local Utilities	3146	3327	181
Local Logistical Services	1799	1967	168
Local Industrial Products and Services	435	290	-145
Local Entertainment and Media	2077	1899	-178
Local Household Goods and Services	2175	1552	-623
Local Motor Vehicle Products and Services	6296	5044	-1252
Local Real Estate, Construction, and Development	12767	11282	-1485
Local Food and Beverage Processing and Distribution	5878	4253	-1625
Local Commercial Services	11604	8390	-3214
Totals	**97864**	**103320**	**5456**

Source: U.S. Cluster Mapping Project, Institute for Strategy and Competitiveness, Harvard Business School. Data Sources

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Occupation	2015 Jobs	2022 Jobs	2015 - 2022 Change	2015 - 2022 % Change	2022 Location Quotient	2015 Location Quotient	Median Hourly Earnings
Chief Executives	245	256	11	4%	0.65	0.64	$48.49
General and Operations Managers	1,499	1,632	133	9%	0.58	0.56	$41.24
Legislators	42	45	3	7%	0.63	0.61	$14.23
Advertising and Promotions Managers	14	14	0	0%	0.35	0.33	$42.06
Marketing Managers	59	69	10	17%	0.25	0.23	$59.50
Sales Managers	194	210	16	8%	0.42	0.41	$46.88
Public Relations and Fundraising Managers	20	24	4	20%	0.29	0.26	$46.91
Administrative Services Managers	250	265	15	6%	0.71	0.71	$43.39
Computer and Information Systems Managers	139	156	17	12%	0.33	0.32	$51.32
Financial Managers	340	404	64	19%	0.56	0.49	$44.96
Industrial Production Managers	175	162	(13)	(7%)	0.78	0.81	$43.85
Purchasing Managers	22	24	2	9%	0.26	0.24	$50.36
Transportation, Storage, and Distribution Managers	55	56	1	2%	0.39	0.39	$31.95
Compensation and Benefits Managers	<10	<10	Insf. Data	Insf. Data	0.30	0.28	Insf. Data
Human Resources Managers	67	73	6	9%	0.41	0.40	$49.71
Training and Development Managers	13	15	2	15%	0.36	0.34	$45.41
Farmers, Ranchers, and Other Agricultural Managers	67	93	26	39%	0.16	0.11	$18.73
Construction Managers	539	494	(45)	(8%)	1.13	1.18	$28.22
Education Administrators, Preschool and Childcare Center/Program	39	40	1	3%	0.45	0.46	$23.08
Education Administrators, Elementary and Secondary School	224	240	16	7%	0.79	0.76	$39.02
Education Administrators, Postsecondary	16	21	5	31%	0.12	0.10	$40.80
Education Administrators, All Other	24	27	3	13%	0.54	0.51	$35.10
Architectural and Engineering Managers	103	103	0	0%	0.43	0.45	$47.16
Food Service Managers	151	155	4	3%	0.43	0.42	$22.91
Funeral Service Managers	<10	<10	Insf. Data	Insf. Data	0.53	0.50	Insf. Data
Gaming Managers	<10	<10	Insf. Data	Insf. Data	0.43	0.34	Insf. Data
Lodging Managers	30	28	(2)	(7%)	0.56	0.58	$20.58
Medical and Health Services Managers	260	289	29	11%	0.63	0.63	$41.24
Natural Sciences Managers	16	18	2	13%	0.25	0.23	$52.49
Postmasters and Mail Superintendents	13	12	(1)	(8%)	0.64	0.61	$33.38
Property, Real Estate, and Community Association Managers	354	347	(7)	(2%)	1.05	1.09	$20.31
Social and Community Service Managers	98	119	21	21%	0.57	0.54	$32.69
Emergency Management Directors	<10	<10	Insf. Data	Insf. Data	0.32	0.30	Insf. Data
Managers, All Other	663	669	6	1%	0.71	0.72	$27.51
Agents and Business Managers of Artists, Performers, and Athletes	<10	10	Insf. Data	Insf. Data	0.39	0.37	$16.17
Buyers and Purchasing Agents, Farm Products	<10	<10	Insf. Data	Insf. Data	0.24	0.24	Insf. Data
Wholesale and Retail Buyers, Except Farm Products	69	75	6	9%	0.46	0.44	$21.42
Purchasing Agents, Except Wholesale, Retail, and Farm Products	198	203	5	3%	0.54	0.53	$24.53
Claims Adjusters, Examiners, and Investigators	186	197	11	6%	0.55	0.53	$26.44
Insurance Appraisers, Auto Damage	<10	<10	Insf. Data	Insf. Data	0.40	0.38	Insf. Data
Compliance Officers	182	192	10	5%	0.58	0.57	$23.23
Cost Estimators	446	462	16	4%	1.51	1.57	$21.32
Human Resources Specialists	457	454	(3)	(1%)	0.72	0.75	$21.75
Farm Labor Contractors	<10	<10	Insf. Data	Insf. Data	4.75	3.98	Insf. Data
Labor Relations Specialists	59	51	(8)	(14%)	0.55	0.60	$25.16
Logisticians	90	100	10	11%	0.53	0.54	$32.37
Management Analysts	849	876	27	3%	0.82	0.87	$32.00
Meeting, Convention, and Event Planners	66	83	17	26%	0.57	0.54	$19.63
Fundraisers	53	60	7	13%	0.51	0.50	$22.71
Compensation, Benefits, and Job Analysis Specialists	52	55	3	6%	0.51	0.50	$19.76
Training and Development Specialists	411	426	15	4%	1.25	1.31	$21.65
Market Research Analysts and Marketing Specialists	229	283	54	24%	0.37	0.35	$21.66
Business Operations Specialists, All Other	1,684	1,664	(20)	(1%)	1.31	1.37	$27.53
Accountants and Auditors	1,207	1,297	90	7%	0.71	0.70	$27.44
Appraisers and Assessors of Real Estate	148	148	0	0%	1.34	1.33	$23.02

Budget Analysts	40	42	2	5%	0.55	0.54	$30.51
Credit Analysts	65	83	18	28%	0.91	0.75	$27.30
Financial Analysts	166	188	22	13%	0.50	0.48	$32.14
Personal Financial Advisors	144	182	38	26%	0.53	0.47	$53.54
Insurance Underwriters	40	39	(1)	(3%)	0.36	0.35	$24.37
Financial Examiners	68	74	6	9%	1.52	1.43	$36.51
Credit Counselors	42	49	7	17%	1.17	1.12	$20.08
Loan Officers	516	617	101	20%	1.60	1.35	$28.75
Tax Examiners and Collectors, and Revenue Agents	178	173	(5)	(3%)	2.13	2.15	$15.56
Tax Preparers	131	144	13	10%	1.07	1.02	$11.64
Financial Specialists, All Other	183	199	16	9%	1.07	1.01	$34.16
Computer and Information Research Scientists	11	12	1	9%	0.33	0.33	$42.18
Computer Systems Analysts	260	302	42	16%	0.37	0.36	$35.58
Information Security Analysts	54	68	14	26%	0.54	0.52	$41.10
Computer Programmers	246	254	8	3%	0.59	0.60	$29.42
Software Developers, Applications	495	548	53	11%	0.53	0.54	$31.67
Software Developers, Systems Software	124	147	23	19%	0.26	0.24	$49.46
Web Developers	192	212	20	10%	0.91	0.94	$18.92
Database Administrators	124	127	3	2%	0.81	0.85	$33.51
Network and Computer Systems Administrators	239	252	13	5%	0.50	0.50	$27.53
Computer Network Architects	212	202	(10)	(5%)	1.04	1.15	$29.22
Computer User Support Specialists	644	687	43	7%	0.77	0.80	$16.70
Computer Network Support Specialists	119	120	1	1%	0.49	0.49	$22.26
Computer Occupations, All Other	317	311	(6)	(2%)	1.04	1.09	$40.36
Actuaries	<10	<10	Insf. Data	Insf. Data	0.18	0.15	Insf. Data
Mathematicians	<10	<10	Insf. Data	Insf. Data	1.71	1.83	Insf. Data
Operations Research Analysts	65	75	10	15%	0.56	0.55	$20.41
Statisticians	18	21	3	17%	0.50	0.48	$23.28
Mathematical Technicians	<10	<10	Insf. Data	Insf. Data	3.81	4.13	Insf. Data
Mathematical Science Occupations, All Other	<10	<10	Insf. Data	Insf. Data	1.14	1.16	Insf. Data
Architects, Except Landscape and Naval	115	92	(23)	(20%)	0.63	0.79	$36.14
Landscape Architects	25	23	(2)	(8%)	0.77	0.85	$29.31
Cartographers and Photogrammetrists	11	11	0	0%	0.64	0.73	$34.22
Surveyors	27	23	(4)	(15%)	0.41	0.48	$26.54
Aerospace Engineers	21	25	4	19%	0.27	0.23	$48.90
Agricultural Engineers	<10	<10	Insf. Data	Insf. Data	1.09	1.17	Insf. Data
Biomedical Engineers	<10	<10	Insf. Data	Insf. Data	0.22	0.20	Insf. Data
Chemical Engineers	20	20	0	0%	0.45	0.47	$38.91
Civil Engineers	175	172	(3)	(2%)	0.45	0.49	$34.41
Computer Hardware Engineers	16	18	2	13%	0.17	0.16	$47.84
Electrical Engineers	125	130	5	4%	0.56	0.56	$49.61
Electronics Engineers, Except Computer	93	89	(4)	(4%)	0.51	0.54	$43.15
Environmental Engineers	70	66	(4)	(6%)	0.90	1.02	$29.95
Health and Safety Engineers, Except Mining Safety Engineers and Inspectors	29	28	(1)	(3%)	0.86	0.94	$33.64
Industrial Engineers	142	145	3	2%	0.47	0.47	$27.61
Marine Engineers and Naval Architects	<10	<10	Insf. Data	Insf. Data	0.30	0.27	Insf. Data
Materials Engineers	30	28	(2)	(7%)	0.88	0.95	$38.59
Mechanical Engineers	88	100	12	14%	0.28	0.25	$39.01
Mining and Geological Engineers, Including Mining Safety Engineers	<10	<10	Insf. Data	Insf. Data	0.18	0.21	Insf. Data
Nuclear Engineers	<10	<10	Insf. Data	Insf. Data	0.40	0.32	Insf. Data
Petroleum Engineers	<10	<10	Insf. Data	Insf. Data	0.12	0.14	Insf. Data
Engineers, All Other	103	104	1	1%	0.57	0.58	$37.88
Architectural and Civil Drafters	105	80	(25)	(24%)	0.69	0.86	$21.56
Electrical and Electronics Drafters	13	14	1	8%	0.34	0.33	$24.01
Mechanical Drafters	81	77	(4)	(5%)	0.97	0.99	$31.12
Drafters, All Other	29	27	(2)	(7%)	1.36	1.51	$15.74
Aerospace Engineering and Operations Technicians	18	16	(2)	(11%)	1.13	1.24	$28.54

Civil Engineering Technicians	100	87	(13)	(13%)	0.96	1.11	$19.67
Electrical and Electronics Engineering Technicians	124	118	(6)	(5%)	0.67	0.70	$28.47
Electro-Mechanical Technicians	29	29	0	0%	1.57	1.62	$30.09
Environmental Engineering Technicians	<10	<10	Insf. Data	Insf. Data	0.38	0.42	Insf. Data
Industrial Engineering Technicians	35	34	(1)	(3%)	0.43	0.43	$23.87
Mechanical Engineering Technicians	18	20	2	11%	0.32	0.30	$25.78
Engineering Technicians, Except Drafters, All Other	92	88	(4)	(4%)	0.98	1.05	$32.60
Surveying and Mapping Technicians	95	79	(16)	(17%)	1.10	1.36	$16.60
Animal Scientists	<10	<10	Insf. Data	Insf. Data	0.80	0.85	Insf. Data
Food Scientists and Technologists	<10	<10	Insf. Data	Insf. Data	0.26	0.28	Insf. Data
Soil and Plant Scientists	<10	<10	Insf. Data	Insf. Data	0.26	0.27	Insf. Data
Biochemists and Biophysicists	12	14	2	17%	0.31	0.28	$28.73
Microbiologists	<10	<10	Insf. Data	Insf. Data	0.23	0.22	Insf. Data
Zoologists and Wildlife Biologists	25	25	0	0%	0.95	1.00	$20.77
Biological Scientists, All Other	29	29	0	0%	0.67	0.68	$33.80
Conservation Scientists	<10	<10	Insf. Data	Insf. Data	0.33	0.32	Insf. Data
Foresters	<10	<10	Insf. Data	Insf. Data	0.41	0.40	Insf. Data
Epidemiologists	<10	<10	Insf. Data	Insf. Data	0.72	0.73	Insf. Data
Medical Scientists, Except Epidemiologists	27	34	7	26%	0.24	0.21	$36.55
Life Scientists, All Other	<10	<10	Insf. Data	Insf. Data	0.30	0.29	Insf. Data
Astronomers	<10	<10	Insf. Data	Insf. Data	0.42	0.42	Insf. Data
Physicists	11	12	1	9%	0.51	0.53	$55.15
Atmospheric and Space Scientists	<10	<10	Insf. Data	Insf. Data	0.36	0.34	Insf. Data
Chemists	44	43	(1)	(2%)	0.38	0.40	$39.57
Materials Scientists	<10	<10	Insf. Data	Insf. Data	0.32	0.31	Insf. Data
Environmental Scientists and Specialists, Including Health	151	149	(2)	(1%)	1.18	1.29	$20.41
Geoscientists, Except Hydrologists and Geographers	<10	10	Insf. Data	Insf. Data	0.21	0.22	Insf. Data
Hydrologists	<10	<10	Insf. Data	Insf. Data	0.91	0.97	Insf. Data
Physical Scientists, All Other	<10	10	Insf. Data	Insf. Data	0.29	0.29	Insf. Data
Economists	<10	<10	Insf. Data	Insf. Data	0.29	0.27	Insf. Data
Survey Researchers	<10	<10	Insf. Data	Insf. Data	0.31	0.21	Insf. Data
Clinical, Counseling, and School Psychologists	81	93	12	15%	0.44	0.42	$31.75
Industrial-Organizational Psychologists	<10	<10	Insf. Data	Insf. Data	0.37	0.38	Insf. Data
Psychologists, All Other	93	98	5	5%	3.99	4.08	$40.45
Sociologists	<10	<10	Insf. Data	Insf. Data	0.66	0.56	Insf. Data
Urban and Regional Planners	22	22	0	0%	0.47	0.48	$27.03
Anthropologists and Archeologists	<10	<10	Insf. Data	Insf. Data	0.43	0.39	Insf. Data
Geographers	<10	<10	Insf. Data	Insf. Data	1.53	1.53	Insf. Data
Historians	<10	<10	Insf. Data	Insf. Data	0.55	0.55	Insf. Data
Political Scientists	<10	<10	Insf. Data	Insf. Data	0.39	0.34	Insf. Data
Social Scientists and Related Workers, All Other	52	52	0	0%	1.16	1.18	$31.69
Agricultural and Food Science Technicians	<10	<10	Insf. Data	Insf. Data	0.17	0.16	Insf. Data
Biological Technicians	15	18	3	20%	0.19	0.16	$15.39
Chemical Technicians	49	43	(6)	(12%)	0.51	0.60	$19.83
Geological and Petroleum Technicians	<10	<10	Insf. Data	Insf. Data	0.13	0.15	Insf. Data
Nuclear Technicians	<10	<10	Insf. Data	Insf. Data	1.03	0.82	Insf. Data
Social Science Research Assistants	16	19	3	19%	0.47	0.42	$15.40
Environmental Science and Protection Technicians, Including Health	30	31	1	3%	0.63	0.68	$16.86
Forensic Science Technicians	69	71	2	3%	3.97	4.00	$18.84
Forest and Conservation Technicians	<10	<10	Insf. Data	Insf. Data	0.19	0.16	Insf. Data
Life, Physical, and Social Science Technicians, All Other	94	93	(1)	(1%)	1.00	1.08	$22.14
Substance Abuse and Behavioral Disorder Counselors	237	289	52	22%	2.05	1.92	$16.67
Educational, Guidance, School, and Vocational Counselors	297	310	13	4%	0.94	0.95	$29.33
Marriage and Family Therapists	22	29	7	32%	0.55	0.47	$21.05
Mental Health Counselors	127	156	29	23%	0.78	0.71	$18.23
Rehabilitation Counselors	163	170	7	4%	1.01	1.07	$15.07
Counselors, All Other	86	92	6	7%	2.08	2.13	$14.69

Child, Family, and School Social Workers	291	335	44	15%	0.79	0.74	$15.97
Healthcare Social Workers	94	114	20	21%	0.50	0.47	$22.22
Mental Health and Substance Abuse Social Workers	85	107	22	26%	0.64	0.56	$18.07
Social Workers, All Other	60	63	3	5%	0.73	0.73	$36.12
Health Educators	95	100	5	5%	1.23	1.27	$27.74
Probation Officers and Correctional Treatment Specialists	162	158	(4)	(2%)	1.48	1.48	$18.15
Social and Human Service Assistants	305	364	59	19%	0.67	0.62	$13.06
Community Health Workers	47	55	8	17%	0.73	0.70	$15.43
Community and Social Service Specialists, All Other	193	202	9	5%	1.47	1.52	$19.91
Clergy	361	421	60	17%	1.16	1.12	$19.50
Directors, Religious Activities and Education	177	182	5	3%	1.07	1.09	$17.06
Religious Workers, All Other	70	78	8	11%	0.98	0.96	$10.69
Lawyers	788	800	12	2%	0.79	0.80	$42.90
Judicial Law Clerks	12	13	1	8%	0.84	0.82	$25.48
Administrative Law Judges, Adjudicators, and Hearing Officers	16	16	0	0%	0.85	0.85	$35.28
Arbitrators, Mediators, and Conciliators	<10	<10	Insf. Data	Insf. Data	0.91	0.89	Insf. Data
Judges, Magistrate Judges, and Magistrates	29	30	1	3%	0.85	0.82	$52.11
Paralegals and Legal Assistants	438	471	33	8%	1.23	1.23	$19.95
Court Reporters	25	25	0	0%	0.73	0.72	$17.05
Title Examiners, Abstractors, and Searchers	68	70	2	3%	0.89	0.89	$21.42
Legal Support Workers, All Other	175	172	(3)	(2%)	2.65	2.71	$19.21
Postsecondary Teachers	1,516	1,530	14	1%	0.76	0.82	$24.19
Preschool Teachers, Except Special Education	578	600	22	4%	1.00	1.04	$10.32
Kindergarten Teachers, Except Special Education	315	338	23	7%	1.59	1.59	$22.18
Elementary School Teachers, Except Special Education	2,003	2,165	162	8%	1.18	1.18	$22.49
Middle School Teachers, Except Special and Career/Technical Education	822	893	71	9%	1.06	1.05	$23.17
Career/Technical Education Teachers, Middle School	25	26	1	4%	1.49	1.49	$24.39
Secondary School Teachers, Except Special and Career/Technical Education	1,340	1,406	66	5%	1.14	1.13	$23.27
Career/Technical Education Teachers, Secondary School	131	135	4	3%	1.36	1.35	$23.70
Special Education Teachers, Preschool	46	49	3	7%	1.42	1.47	$24.20
Special Education Teachers, Kindergarten and Elementary School	244	256	12	5%	1.03	1.01	$24.07
Special Education Teachers, Middle School	101	107	6	6%	0.92	0.89	$23.16
Special Education Teachers, Secondary School	111	118	7	6%	0.71	0.68	$23.09
Special Education Teachers, All Other	78	80	2	3%	1.51	1.55	$25.93
Adult Basic and Secondary Education and Literacy Teachers and Instructors	172	174	2	1%	1.80	1.87	$17.82
Self-Enrichment Education Teachers	287	309	22	8%	0.61	0.62	$16.30
Substitute Teachers	1,590	1,631	41	3%	2.08	2.10	$8.71
Teachers and Instructors, All Other	921	949	28	3%	2.07	2.15	$21.99
Archivists	<10	<10	Insf. Data	Insf. Data	0.49	0.51	Insf. Data
Curators	<10	<10	Insf. Data	Insf. Data	0.27	0.29	Insf. Data
Museum Technicians and Conservators	<10	<10	Insf. Data	Insf. Data	0.50	0.55	Insf. Data
Librarians	164	168	4	2%	0.98	0.99	$27.35
Library Technicians	60	62	2	3%	0.39	0.40	$9.51
Audio-Visual and Multimedia Collections Specialists	10	<10	Insf. Data	Insf. Data	0.87	0.91	$15.27
Farm and Home Management Advisors	15	15	0	0%	1.08	1.10	$16.83
Instructional Coordinators	395	406	11	3%	2.15	2.25	$24.16
Teacher Assistants	1,380	1,454	74	5%	0.88	0.88	$9.35
Education, Training, and Library Workers, All Other	221	217	(4)	(2%)	1.51	1.61	$25.25
Art Directors	30	31	1	3%	0.44	0.44	$18.82
Craft Artists	27	24	(3)	(11%)	0.71	0.76	$4.88
Fine Artists, Including Painters, Sculptors, and Illustrators	53	49	(4)	(8%)	0.71	0.78	$7.81
Multimedia Artists and Animators	25	24	(1)	(4%)	0.37	0.41	$12.53
Artists and Related Workers, All Other	<10	<10	Insf. Data	Insf. Data	0.57	0.58	Insf. Data
Commercial and Industrial Designers	19	20	1	5%	0.38	0.37	$23.33
Fashion Designers	<10	<10	Insf. Data	Insf. Data	0.19	0.18	Insf. Data
Floral Designers	73	69	(4)	(5%)	1.24	1.09	$11.53
Graphic Designers	160	171	11	7%	0.48	0.46	$17.95

Interior Designers	90	90	0	0%	0.78	0.81	$17.19
Merchandise Displayers and Window Trimmers	83	90	7	8%	0.69	0.67	$13.42
Set and Exhibit Designers	<10	<10	Insf. Data	Insf. Data	0.34	0.34	Insf. Data
Designers, All Other	<10	<10	Insf. Data	Insf. Data	0.32	0.34	Insf. Data
Actors	21	21	0	0%	0.21	0.22	$12.13
Producers and Directors	58	60	2	3%	0.39	0.38	$20.16
Athletes and Sports Competitors	53	58	5	9%	2.30	2.20	$18.50
Coaches and Scouts	248	271	23	9%	0.78	0.78	$15.92
Umpires, Referees, and Other Sports Officials	15	17	2	13%	0.59	0.55	$11.36
Dancers	16	17	1	6%	0.78	0.77	$10.97
Choreographers	<10	<10	Insf. Data	Insf. Data	0.45	0.42	Insf. Data
Music Directors and Composers	83	86	3	4%	0.91	0.92	$17.34
Musicians and Singers	210	212	2	1%	0.87	0.91	$10.70
Entertainers and Performers, Sports and Related Workers, All Other	51	53	2	4%	1.04	1.07	$12.95
Radio and Television Announcers	57	66	9	16%	1.60	1.34	$11.63
Public Address System and Other Announcers	16	16	0	0%	0.74	0.75	$11.43
Broadcast News Analysts	<10	<10	Insf. Data	Insf. Data	0.83	0.76	Insf. Data
Reporters and Correspondents	45	38	(7)	(16%)	0.75	0.76	$13.77
Public Relations Specialists	162	173	11	7%	0.56	0.56	$23.26
Editors	82	91	9	11%	0.59	0.51	$20.43
Technical Writers	62	63	1	2%	0.88	0.93	$36.78
Writers and Authors	119	123	4	3%	0.71	0.71	$14.16
Interpreters and Translators	52	70	18	35%	0.61	0.55	$15.61
Media and Communication Workers, All Other	12	14	2	17%	0.33	0.31	$18.93
Audio and Video Equipment Technicians	43	48	5	12%	0.44	0.43	$16.60
Broadcast Technicians	25	29	4	16%	0.83	0.72	$17.62
Radio Operators	<10	<10	Insf. Data	Insf. Data	0.76	0.69	Insf. Data
Sound Engineering Technicians	<10	<10	Insf. Data	Insf. Data	0.33	0.34	Insf. Data
Photographers	116	120	4	3%	0.69	0.71	$10.78
Camera Operators, Television, Video, and Motion Picture	11	12	1	9%	0.37	0.37	$18.86
Film and Video Editors	12	11	(1)	(8%)	0.25	0.27	$17.69
Media and Communication Equipment Workers, All Other	12	12	0	0%	0.43	0.44	$31.90
Chiropractors	59	57	(2)	(3%)	0.89	0.97	$51.23
Dentists, General	100	98	(2)	(2%)	0.54	0.59	$73.18
Oral and Maxillofacial Surgeons	<10	<10	Insf. Data	Insf. Data	0.91	0.99	Insf. Data
Orthodontists	<10	<10	Insf. Data	Insf. Data	0.66	0.73	Insf. Data
Prosthodontists	<10	<10	Insf. Data	Insf. Data	0.71	0.78	Insf. Data
Dentists, All Other Specialists	<10	<10	Insf. Data	Insf. Data	0.50	0.52	Insf. Data
Dietitians and Nutritionists	77	86	9	12%	0.92	0.91	$26.33
Optometrists	56	68	12	21%	1.17	1.06	$52.12
Pharmacists	420	443	23	5%	1.12	1.13	$60.56
Anesthesiologists	49	54	5	10%	1.15	1.15	$91.92
Family and General Practitioners	182	187	5	3%	1.02	1.04	$73.27
Internists, General	80	81	1	1%	1.15	1.18	$117.24
Obstetricians and Gynecologists	48	49	1	2%	1.54	1.58	$92.41
Pediatricians, General	35	37	2	6%	0.82	0.81	$65.44
Psychiatrists	14	16	2	14%	0.42	0.39	$76.86
Surgeons	49	54	5	10%	0.84	0.83	$91.82
Physicians and Surgeons, All Other	244	262	18	7%	0.56	0.56	$95.95
Physician Assistants	130	151	21	16%	1.05	1.07	$45.28
Podiatrists	12	14	2	17%	0.94	0.85	$51.10
Occupational Therapists	144	167	23	16%	0.99	0.98	$40.34
Physical Therapists	384	426	42	11%	1.35	1.42	$42.10
Radiation Therapists	27	28	1	4%	1.23	1.30	$29.66
Recreational Therapists	11	13	2	18%	0.55	0.48	$16.72
Respiratory Therapists	243	252	9	4%	1.53	1.60	$25.02
Speech-Language Pathologists	197	214	17	9%	1.13	1.15	$36.90

Exercise Physiologists	19	19	0	0%	1.17	1.25	$21.50
Therapists, All Other	22	25	3	14%	0.57	0.57	$24.66
Veterinarians	104	111	7	7%	1.11	1.11	$40.82
Registered Nurses	4,343	4,482	139	3%	1.19	1.25	$25.76
Nurse Anesthetists	48	52	4	8%	0.99	1.01	$59.55
Nurse Midwives	<10	<10	Insf. Data	Insf. Data	1.00	1.00	Insf. Data
Nurse Practitioners	152	176	24	16%	0.94	0.94	$41.69
Audiologists	12	15	3	25%	0.79	0.79	$33.07
Health Diagnosing and Treating Practitioners, All Other	72	75	3	4%	1.08	1.13	$29.94
Medical and Clinical Laboratory Technologists	128	131	3	2%	0.60	0.62	$27.69
Medical and Clinical Laboratory Technicians	89	104	15	17%	0.44	0.43	$17.23
Dental Hygienists	337	346	9	3%	1.20	1.32	$26.35
Cardiovascular Technologists and Technicians	81	86	5	6%	1.13	1.23	$23.65
Diagnostic Medical Sonographers	109	125	16	15%	1.31	1.39	$25.15
Nuclear Medicine Technologists	43	44	1	2%	1.55	1.67	$34.15
Radiologic Technologists	269	277	8	3%	1.02	1.08	$23.25
Magnetic Resonance Imaging Technologists	74	76	2	3%	1.64	1.74	$29.45
Emergency Medical Technicians and Paramedics	436	427	(9)	(2%)	1.27	1.46	$14.92
Dietetic Technicians	26	29	3	12%	0.74	0.70	$11.22
Pharmacy Technicians	533	582	49	9%	1.13	1.13	$13.44
Psychiatric Technicians	82	90	8	10%	1.06	0.99	$12.87
Respiratory Therapy Technicians	12	12	0	0%	0.85	0.91	$21.01
Surgical Technologists	121	126	5	4%	0.86	0.94	$19.36
Veterinary Technologists and Technicians	184	212	28	15%	1.47	1.51	$13.98
Ophthalmic Medical Technicians	64	73	9	14%	1.35	1.32	$16.14
Licensed Practical and Licensed Vocational Nurses	1,381	1,574	193	14%	1.54	1.50	$17.93
Medical Records and Health Information Technicians	213	231	18	8%	0.87	0.88	$15.02
Opticians, Dispensing	227	257	30	13%	2.41	2.39	$15.28
Orthotists and Prosthetists	<10	<10	Insf. Data	Insf. Data	0.71	0.64	Insf. Data
Hearing Aid Specialists	11	12	1	9%	1.36	1.41	$21.38
Health Technologists and Technicians, All Other	224	234	10	4%	1.59	1.71	$16.43
Occupational Health and Safety Specialists	70	70	0	0%	0.80	0.85	$34.18
Occupational Health and Safety Technicians	<10	<10	Insf. Data	Insf. Data	0.36	0.36	Insf. Data
Athletic Trainers	25	27	2	8%	0.80	0.84	$19.68
Genetic Counselors	<10	<10	Insf. Data	Insf. Data	0.92	0.88	Insf. Data
Healthcare Practitioners and Technical Workers, All Other	41	43	2	5%	0.75	0.76	$15.07
Home Health Aides	995	1,101	106	11%	0.76	0.84	$9.38
Psychiatric Aides	36	42	6	17%	0.44	0.39	$10.41
Nursing Assistants	2,415	2,708	293	12%	1.34	1.30	$11.40
Orderlies	177	179	2	1%	2.30	2.45	$10.54
Occupational Therapy Assistants	34	42	8	24%	0.83	0.81	$29.47
Occupational Therapy Aides	<10	<10	Insf. Data	Insf. Data	0.35	0.23	Insf. Data
Physical Therapist Assistants	139	161	22	16%	1.34	1.40	$27.71
Physical Therapist Aides	32	40	8	25%	0.53	0.51	$11.10
Massage Therapists	236	295	59	25%	1.32	1.19	$16.28
Dental Assistants	327	324	(3)	(1%)	0.73	0.80	$17.64
Medical Assistants	1,075	1,177	102	9%	1.37	1.40	$13.07
Medical Equipment Preparers	53	53	0	0%	0.75	0.80	$12.10
Medical Transcriptionists	145	144	(1)	(1%)	1.52	1.58	$12.72
Pharmacy Aides	17	20	3	18%	0.36	0.33	$9.15
Veterinary Assistants and Laboratory Animal Caretakers	138	142	4	3%	1.33	1.39	$9.26
Phlebotomists	280	302	22	8%	1.87	1.94	$13.06
Healthcare Support Workers, All Other	89	92	3	3%	0.66	0.69	$18.85
First-Line Supervisors of Correctional Officers	113	112	(1)	(1%)	1.92	1.98	$23.13
First-Line Supervisors of Police and Detectives	122	124	2	2%	0.96	0.95	$33.46
First-Line Supervisors of Fire Fighting and Prevention Workers	59	62	3	5%	0.81	0.80	$28.04
First-Line Supervisors of Protective Service Workers, All Other	66	75	9	14%	0.82	0.77	$17.31

Firefighters	342	356	14	4%	0.90	0.88	$17.42
Fire Inspectors and Investigators	10	10	0	0%	0.73	0.72	Insf. Data
Forest Fire Inspectors and Prevention Specialists	<10	<10	Insf. Data	Insf. Data	0.74	0.73	Insf. Data
Bailiffs	23	24	1	4%	1.14	1.12	$20.97
Correctional Officers and Jailers	1,664	1,599	(65)	(4%)	2.85	3.02	$16.42
Detectives and Criminal Investigators	190	194	4	2%	1.35	1.34	$23.75
Fish and Game Wardens	<10	<10	Insf. Data	Insf. Data	0.98	0.96	Insf. Data
Parking Enforcement Workers	<10	<10	Insf. Data	Insf. Data	0.26	0.25	Insf. Data
Police and Sheriff's Patrol Officers	842	869	27	3%	1.02	1.01	$18.50
Transit and Railroad Police	<10	<10	Insf. Data	Insf. Data	0.64	0.63	Insf. Data
Animal Control Workers	<10	<10	Insf. Data	Insf. Data	0.50	0.50	Insf. Data
Private Detectives and Investigators	31	34	3	10%	0.72	0.71	$16.72
Gaming Surveillance Officers and Gaming Investigators	<10	<10	Insf. Data	Insf. Data	0.26	0.18	Insf. Data
Security Guards	1,279	1,480	201	16%	0.94	0.88	$9.68
Crossing Guards	30	32	2	7%	0.39	0.36	$11.59
Lifeguards, Ski Patrol, and Other Recreational Protective Service Workers	93	100	7	8%	0.54	0.52	$12.64
Transportation Security Screeners	85	91	6	7%	1.43	1.40	$17.54
Protective Service Workers, All Other	101	108	7	7%	0.70	0.69	$14.65
Chefs and Head Cooks	104	109	5	5%	0.62	0.62	$19.80
First-Line Supervisors of Food Preparation and Serving Workers	1,495	1,607	112	7%	1.30	1.31	$14.19
Cooks, Fast Food	346	355	9	3%	0.51	0.51	$9.02
Cooks, Institution and Cafeteria	371	412	41	11%	0.72	0.69	$10.67
Cooks, Private Household	<10	<10	Insf. Data	Insf. Data	0.82	0.78	Insf. Data
Cooks, Restaurant	2,094	2,282	188	9%	1.43	1.44	$10.24
Cooks, Short Order	119	128	9	8%	0.54	0.51	$13.00
Cooks, All Other	12	13	1	8%	0.43	0.41	$10.82
Food Preparation Workers	935	975	40	4%	0.85	0.84	$10.50
Bartenders	696	785	89	13%	0.99	0.93	$9.22
Combined Food Preparation and Serving Workers, Including Fast Food	6,231	6,661	430	7%	1.50	1.53	$8.82
Counter Attendants, Cafeteria, Food Concession, and Coffee Shop	904	910	6	1%	1.47	1.47	$8.72
Waiters and Waitresses	4,423	4,581	158	4%	1.40	1.41	$8.96
Food Servers, Nonrestaurant	327	353	26	8%	1.00	1.01	$9.85
Dining Room and Cafeteria Attendants and Bartender Helpers	586	616	30	5%	1.09	1.10	$8.89
Dishwashers	579	609	30	5%	0.90	0.90	$9.00
Hosts and Hostesses, Restaurant, Lounge, and Coffee Shop	654	678	24	4%	1.36	1.37	$9.01
Food Preparation and Serving Related Workers, All Other	98	101	3	3%	1.54	1.57	$9.93
First-Line Supervisors of Housekeeping and Janitorial Workers	168	195	27	16%	0.68	0.63	$14.56
First-Line Supervisors of Landscaping, Lawn Service, and Groundskeeping Workers	242	253	11	5%	1.39	1.35	$16.06
Janitors and Cleaners, Except Maids and Housekeeping Cleaners	2,763	3,136	373	13%	0.91	0.86	$9.29
Maids and Housekeeping Cleaners	2,069	2,265	196	9%	1.13	1.10	$8.44
Building Cleaning Workers, All Other	64	73	9	14%	2.85	2.73	$11.84
Pest Control Workers	181	213	32	18%	1.99	1.90	$12.94
Landscaping and Groundskeeping Workers	1,250	1,365	115	9%	0.83	0.80	$10.74
Pesticide Handlers, Sprayers, and Applicators, Vegetation	147	157	10	7%	3.82	3.75	$15.80
Tree Trimmers and Pruners	73	83	10	14%	0.99	0.94	$13.32
Grounds Maintenance Workers, All Other	41	43	2	5%	1.30	1.29	$11.83
Gaming Supervisors	35	42	7	20%	1.23	1.04	$20.89
Slot Supervisors	11	13	2	18%	1.26	1.10	$13.98
First-Line Supervisors of Personal Service Workers	207	204	(3)	(1%)	0.78	0.84	$14.08
Animal Trainers	23	27	4	17%	0.64	0.57	$10.39
Nonfarm Animal Caretakers	243	263	20	8%	0.84	0.86	$9.20
Gaming Dealers	87	112	25	29%	0.86	0.71	$9.75
Gaming and Sports Book Writers and Runners	11	13	2	18%	0.73	0.65	$11.77
Gaming Service Workers, All Other	13	15	2	15%	0.64	0.58	$11.86
Motion Picture Projectionists	37	38	1	3%	5.41	4.69	$8.92
Ushers, Lobby Attendants, and Ticket Takers	174	196	22	13%	1.25	1.13	$8.34
Amusement and Recreation Attendants	161	180	19	12%	0.46	0.44	$9.37

Costume Attendants	<10	<10	Insf. Data	Insf. Data	0.37	0.34	Insf. Data
Locker Room, Coatroom, and Dressing Room Attendants	13	14	1	8%	0.56	0.54	$9.68
Entertainment Attendants and Related Workers, All Other	17	19	2	12%	0.73	0.73	$11.03
Embalmers	<10	<10	Insf. Data	Insf. Data	0.72	0.80	Insf. Data
Funeral Attendants	62	55	(7)	(11%)	1.31	1.45	$11.39
Morticians, Undertakers, and Funeral Directors	43	42	(1)	(2%)	1.21	1.27	$29.27
Barbers	50	38	(12)	(24%)	0.45	0.60	$10.91
Hairdressers, Hairstylists, and Cosmetologists	642	705	63	10%	0.78	0.75	$10.99
Makeup Artists, Theatrical and Performance	<10	<10	Insf. Data	Insf. Data	0.66	0.66	Insf. Data
Manicurists and Pedicurists	103	132	29	28%	0.78	0.66	$8.99
Shampooers	31	36	5	16%	1.07	0.95	$8.29
Skincare Specialists	124	153	29	23%	1.75	1.70	$18.50
Baggage Porters and Bellhops	46	50	4	9%	0.84	0.81	$8.68
Concierges	15	17	2	13%	0.36	0.36	$10.68
Tour Guides and Escorts	40	39	(1)	(3%)	0.64	0.70	$12.04
Travel Guides	<10	<10	Insf. Data	Insf. Data	0.69	0.69	Insf. Data
Childcare Workers	1,612	1,684	72	4%	1.04	1.02	$8.08
Personal Care Aides	1,113	1,196	83	7%	0.44	0.51	$8.81
Fitness Trainers and Aerobics Instructors	263	294	31	12%	0.73	0.71	$17.02
Recreation Workers	488	525	37	8%	1.09	1.09	$11.70
Residential Advisors	125	134	9	7%	0.80	0.82	$10.74
Personal Care and Service Workers, All Other	123	138	15	12%	1.04	1.00	$9.62
First-Line Supervisors of Retail Sales Workers	2,315	2,408	93	4%	1.31	1.28	$16.80
First-Line Supervisors of Non-Retail Sales Workers	438	445	7	2%	1.00	0.98	$25.57
Cashiers	5,504	5,661	157	3%	1.30	1.27	$9.04
Gaming Change Persons and Booth Cashiers	<10	<10	Insf. Data	Insf. Data	0.20	0.13	Insf. Data
Counter and Rental Clerks	732	767	35	5%	1.33	1.31	$9.68
Parts Salespersons	411	415	4	1%	1.35	1.38	$11.12
Retail Salespersons	7,073	7,411	338	5%	1.22	1.21	$9.80
Advertising Sales Agents	157	155	(2)	(1%)	0.71	0.70	$18.45
Insurance Sales Agents	788	881	93	12%	0.94	0.87	$25.99
Securities, Commodities, and Financial Services Sales Agents	236	310	74	31%	0.71	0.55	$28.52
Travel Agents	107	93	(14)	(13%)	1.12	1.12	$14.02
Sales Representatives, Services, All Other	1,322	1,356	34	3%	1.07	1.12	$21.11
Sales Representatives, Wholesale and Manufacturing, Technical and Scientific Products	168	184	16	10%	0.39	0.37	$24.05
Sales Representatives, Wholesale and Manufacturing, Except Technical and Scientific Products	1,429	1,498	69	5%	0.78	0.77	$21.69
Demonstrators and Product Promoters	39	38	(1)	(3%)	0.28	0.31	$12.62
Models	<10	<10	Insf. Data	Insf. Data	0.49	0.55	Insf. Data
Real Estate Brokers	150	150	0	0%	1.10	1.07	$21.63
Real Estate Sales Agents	583	572	(11)	(2%)	1.08	1.07	$13.74
Sales Engineers	18	22	4	22%	0.23	0.20	$46.29
Telemarketers	270	314	44	16%	0.97	0.87	$9.34
Door-to-Door Sales Workers, News and Street Vendors, and Related Workers	122	102	(20)	(16%)	1.26	1.20	$7.49
Sales and Related Workers, All Other	138	151	13	9%	0.98	0.96	$13.59
First-Line Supervisors of Office and Administrative Support Workers	1,813	1,995	182	10%	1.03	0.99	$21.19
Switchboard Operators, Including Answering Service	149	140	(9)	(6%)	1.08	1.06	$10.83
Telephone Operators	28	25	(3)	(11%)	1.71	1.91	$14.16
Communications Equipment Operators, All Other	22	22	0	0%	6.59	6.87	$17.17
Bill and Account Collectors	487	522	35	7%	1.10	1.08	$14.79
Billing and Posting Clerks	771	819	48	6%	1.16	1.18	$15.17
Bookkeeping, Accounting, and Auditing Clerks	2,068	2,177	109	5%	0.93	0.93	$15.18
Gaming Cage Workers	18	21	3	17%	0.96	0.83	$9.89
Payroll and Timekeeping Clerks	182	191	9	5%	0.80	0.81	$17.05
Procurement Clerks	103	100	(3)	(3%)	1.05	1.09	$19.95
Tellers	1,445	1,789	344	24%	2.83	2.26	$12.24
Financial Clerks, All Other	81	90	9	11%	1.71	1.59	$15.88
Brokerage Clerks	41	44	3	7%	0.63	0.57	$16.20

Correspondence Clerks	14	15	1	7%	1.38	1.41	$13.57
Court, Municipal, and License Clerks	154	164	10	6%	0.95	0.93	$15.55
Credit Authorizers, Checkers, and Clerks	134	132	(2)	(1%)	2.36	2.32	$17.76
Customer Service Representatives	3,729	4,132	403	11%	1.19	1.14	$11.32
Eligibility Interviewers, Government Programs	120	129	9	8%	0.77	0.75	$18.97
File Clerks	309	291	(18)	(6%)	1.46	1.51	$12.28
Hotel, Motel, and Resort Desk Clerks	379	383	4	1%	1.20	1.25	$9.28
Interviewers, Except Eligibility and Loan	361	365	4	1%	1.27	1.31	$13.60
Library Assistants, Clerical	81	86	5	6%	0.50	0.51	$9.52
Loan Interviewers and Clerks	876	949	73	8%	3.46	3.27	$16.18
New Accounts Clerks	140	168	28	20%	2.72	2.19	$15.84
Order Clerks	123	124	1	1%	0.51	0.50	$13.06
Human Resources Assistants, Except Payroll and Timekeeping	197	190	(7)	(4%)	1.04	1.07	$16.72
Receptionists and Information Clerks	1,654	1,716	62	4%	1.23	1.25	$12.11
Reservation and Transportation Ticket Agents and Travel Clerks	79	78	(1)	(1%)	0.47	0.45	$15.52
Information and Record Clerks, All Other	409	380	(29)	(7%)	1.58	1.65	$17.52
Cargo and Freight Agents	66	68	2	3%	0.64	0.66	$17.76
Couriers and Messengers	132	125	(7)	(5%)	1.10	1.08	$11.18
Police, Fire, and Ambulance Dispatchers	154	159	5	3%	1.24	1.24	$14.18
Dispatchers, Except Police, Fire, and Ambulance	187	196	9	5%	0.74	0.74	$15.13
Meter Readers, Utilities	64	64	0	0%	1.60	1.45	$12.88
Postal Service Clerks	78	66	(12)	(15%)	0.94	0.92	$26.72
Postal Service Mail Carriers	435	375	(60)	(14%)	1.17	1.17	$27.50
Postal Service Mail Sorters, Processors, and Processing Machine Operators	147	125	(22)	(15%)	1.03	1.01	$26.21
Production, Planning, and Expediting Clerks	143	151	8	6%	0.38	0.37	$20.32
Shipping, Receiving, and Traffic Clerks	424	426	2	0%	0.50	0.50	$13.85
Stock Clerks and Order Fillers	2,548	2,539	(9)	(0%)	1.08	1.08	$10.17
Weighers, Measurers, Checkers, and Samplers, Recordkeeping	30	35	5	17%	0.37	0.33	$12.55
Executive Secretaries and Executive Administrative Assistants	986	940	(46)	(5%)	1.02	1.05	$17.32
Legal Secretaries	236	228	(8)	(3%)	0.90	0.89	$14.22
Medical Secretaries	596	680	84	14%	0.85	0.87	$13.26
Secretaries and Administrative Assistants, Except Legal, Medical, and Executive	3,840	3,973	133	3%	1.13	1.15	$13.07
Computer Operators	61	54	(7)	(11%)	0.78	0.78	$16.42
Data Entry Keyers	422	352	(70)	(17%)	1.48	1.53	$11.72
Word Processors and Typists	147	124	(23)	(16%)	1.18	1.19	$14.68
Desktop Publishers	18	17	(1)	(6%)	1.02	1.01	$14.70
Insurance Claims and Policy Processing Clerks	125	140	15	12%	0.41	0.38	$14.30
Mail Clerks and Mail Machine Operators, Except Postal Service	85	75	(10)	(12%)	0.61	0.64	$13.06
Office Clerks, General	2,994	3,044	50	2%	0.72	0.73	$12.57
Office Machine Operators, Except Computer	63	59	(4)	(6%)	0.74	0.73	$12.27
Proofreaders and Copy Markers	13	12	(1)	(8%)	0.83	0.82	$15.11
Statistical Assistants	<10	10	Insf. Data	Insf. Data	0.52	0.52	Insf. Data
Office and Administrative Support Workers, All Other	307	307	0	0%	0.71	0.72	$9.44
First-Line Supervisors of Farming, Fishing, and Forestry Workers	34	34	0	0%	0.57	0.55	$24.98
Agricultural Inspectors	34	33	(1)	(3%)	1.68	1.71	$21.39
Animal Breeders	<10	<10	Insf. Data	Insf. Data	0.24	0.17	Insf. Data
Graders and Sorters, Agricultural Products	25	28	3	12%	0.39	0.36	$11.42
Agricultural Equipment Operators	21	26	5	24%	0.28	0.23	$14.32
Farmworkers and Laborers, Crop, Nursery, and Greenhouse	212	256	44	21%	0.27	0.22	$9.37
Farmworkers, Farm, Ranch, and Aquacultural Animals	23	28	5	22%	0.28	0.23	$13.41
Agricultural Workers, All Other	<10	<10	Insf. Data	Insf. Data	0.38	0.34	Insf. Data
Fishers and Related Fishing Workers	65	46	(19)	(29%)	1.83	2.32	$18.92
Hunters and Trappers	32	23	(9)	(28%)	1.86	2.36	$15.37
Forest and Conservation Workers	<10	<10	Insf. Data	Insf. Data	0.50	0.54	Insf. Data
Fallers	<10	<10	Insf. Data	Insf. Data	0.53	0.49	Insf. Data
Logging Equipment Operators	22	23	1	5%	0.46	0.43	$19.04
Log Graders and Scalers	<10	<10	Insf. Data	Insf. Data	0.35	0.27	Insf. Data

Logging Workers, All Other	<10	<10	Insf. Data	Insf. Data	0.47	0.45	Insf. Data
First-Line Supervisors of Construction Trades and Extraction Workers	841	832	(9)	(1%)	1.04	1.09	$21.16
Boilermakers	<10	<10	Insf. Data	Insf. Data	0.42	0.41	Insf. Data
Brickmasons and Blockmasons	82	46	(36)	(44%)	0.46	0.81	$16.17
Stonemasons	13	11	(2)	(15%)	0.59	0.71	$12.33
Carpenters	932	882	(50)	(5%)	0.69	0.73	$14.31
Carpet Installers	36	38	2	6%	0.73	0.66	$12.73
Floor Layers, Except Carpet, Wood, and Hard Tiles	11	12	1	9%	0.58	0.52	$13.75
Floor Sanders and Finishers	<10	<10	Insf. Data	Insf. Data	0.65	0.59	Insf. Data
Tile and Marble Setters	99	103	4	4%	1.47	1.34	$12.68
Cement Masons and Concrete Finishers	251	297	46	18%	1.33	1.19	$14.10
Terrazzo Workers and Finishers	<10	<10	Insf. Data	Insf. Data	0.89	0.68	Insf. Data
Construction Laborers	1,442	1,399	(43)	(3%)	0.83	0.90	$13.17
Paving, Surfacing, and Tamping Equipment Operators	56	60	4	7%	0.82	0.80	$14.40
Pile-Driver Operators	<10	<10	Insf. Data	Insf. Data	0.65	0.67	Insf. Data
Operating Engineers and Other Construction Equipment Operators	308	307	(1)	(0%)	0.63	0.67	$16.31
Drywall and Ceiling Tile Installers	118	70	(48)	(41%)	0.51	0.80	$13.23
Tapers	11	11	0	0%	0.38	0.35	Insf. Data
Electricians	736	689	(47)	(6%)	0.80	0.90	$16.68
Glaziers	141	154	13	9%	2.49	2.32	$14.35
Insulation Workers, Floor, Ceiling, and Wall	37	23	(14)	(38%)	0.67	1.10	$13.24
Insulation Workers, Mechanical	44	55	11	25%	1.16	1.10	$15.89
Painters, Construction and Maintenance	609	674	65	11%	1.36	1.20	$14.50
Paperhangers	17	17	0	0%	2.46	2.32	$13.93
Pipelayers	81	84	3	4%	1.34	1.36	$13.98
Plumbers, Pipefitters, and Steamfitters	555	615	60	11%	1.01	0.99	$17.06
Plasterers and Stucco Masons	46	21	(25)	(54%)	0.72	1.38	$13.83
Reinforcing Iron and Rebar Workers	28	30	2	7%	0.95	0.86	$15.75
Roofers	360	444	84	23%	2.39	1.99	$12.08
Sheet Metal Workers	447	479	32	7%	2.50	2.46	$11.59
Structural Iron and Steel Workers	74	82	8	11%	0.95	0.89	$16.38
Solar Photovoltaic Installers	<10	<10	Insf. Data	Insf. Data	0.82	0.89	Insf. Data
Helpers--Brickmasons, Blockmasons, Stonemasons, and Tile and Marble Setters	29	18	(11)	(38%)	0.54	0.94	$9.81
Helpers--Carpenters	45	48	3	7%	0.87	0.86	$11.09
Helpers--Electricians	131	131	0	0%	1.25	1.41	$12.82
Helpers--Painters, Paperhangers, Plasterers, and Stucco Masons	27	29	2	7%	1.96	1.75	$11.20
Helpers--Pipelayers, Plumbers, Pipefitters, and Steamfitters	208	226	18	9%	2.93	3.00	$11.66
Helpers--Roofers	21	31	10	48%	1.87	1.39	$11.15
Helpers, Construction Trades, All Other	20	21	1	5%	0.78	0.79	$11.60
Construction and Building Inspectors	139	131	(8)	(6%)	1.03	1.14	$24.28
Elevator Installers and Repairers	31	43	12	39%	1.42	1.13	$32.01
Fence Erectors	22	20	(2)	(9%)	0.55	0.64	$13.22
Hazardous Materials Removal Workers	27	25	(2)	(7%)	0.43	0.50	$14.73
Highway Maintenance Workers	56	59	3	5%	0.32	0.31	$18.61
Rail-Track Laying and Maintenance Equipment Operators	<10	<10	Insf. Data	Insf. Data	0.39	0.40	Insf. Data
Septic Tank Servicers and Sewer Pipe Cleaners	54	53	(1)	(2%)	1.44	1.62	$11.60
Segmental Pavers	<10	<10	Insf. Data	Insf. Data	0.90	0.91	Insf. Data
Construction and Related Workers, All Other	151	157	6	4%	3.28	3.29	$15.83
Derrick Operators, Oil and Gas	<10	<10	Insf. Data	Insf. Data	0.06	0.09	Insf. Data
Rotary Drill Operators, Oil and Gas	<10	<10	Insf. Data	Insf. Data	0.05	0.06	Insf. Data
Service Unit Operators, Oil, Gas, and Mining	<10	<10	Insf. Data	Insf. Data	0.03	0.04	Insf. Data
Earth Drillers, Except Oil and Gas	15	15	0	0%	0.51	0.58	$16.80
Explosives Workers, Ordnance Handling Experts, and Blasters	<10	<10	Insf. Data	Insf. Data	0.23	0.26	Insf. Data
Continuous Mining Machine Operators	<10	<10	Insf. Data	Insf. Data	0.15	0.15	Insf. Data
Mine Cutting and Channeling Machine Operators	<10	<10	Insf. Data	Insf. Data	0.05	0.05	Insf. Data
Mining Machine Operators, All Other	<10	<10	Insf. Data	Insf. Data	0.08	0.10	Insf. Data
Rock Splitters, Quarry	<10	<10	Insf. Data	Insf. Data	0.42	0.44	Insf. Data

Roof Bolters, Mining	0	0	0	0%	0.00	0.00	$0.00
Roustabouts, Oil and Gas	51	47	(4)	(8%)	0.47	0.61	$19.73
Helpers--Extraction Workers	<10	<10	Insf. Data	Insf. Data	0.20	0.25	Insf. Data
Extraction Workers, All Other	<10	<10	Insf. Data	Insf. Data	0.12	0.18	Insf. Data
First-Line Supervisors of Mechanics, Installers, and Repairers	668	667	(1)	(0%)	1.15	1.19	$29.21
Computer, Automated Teller, and Office Machine Repairers	233	216	(17)	(7%)	1.25	1.34	$16.90
Radio, Cellular, and Tower Equipment Installers and Repairs	15	11	(4)	(27%)	0.60	0.83	$25.40
Telecommunications Equipment Installers and Repairers, Except Line Installers	314	277	(37)	(12%)	1.00	1.13	$24.51
Avionics Technicians	58	63	5	9%	2.79	2.65	$28.03
Electric Motor, Power Tool, and Related Repairers	22	20	(2)	(9%)	0.98	0.99	$16.76
Electrical and Electronics Installers and Repairers, Transportation Equipment	12	12	0	0%	0.66	0.66	$22.45
Electrical and Electronics Repairers, Commercial and Industrial Equipment	88	84	(4)	(5%)	0.98	1.05	$27.07
Electrical and Electronics Repairers, Powerhouse, Substation, and Relay	55	64	9	16%	2.24	1.96	$28.27
Electronic Equipment Installers and Repairers, Motor Vehicles	<10	<10	Insf. Data	Insf. Data	0.52	0.55	Insf. Data
Electronic Home Entertainment Equipment Installers and Repairers	33	32	(1)	(3%)	0.84	0.83	$16.82
Security and Fire Alarm Systems Installers	80	81	1	1%	0.90	0.97	$15.53
Aircraft Mechanics and Service Technicians	423	463	40	9%	2.98	2.77	$26.87
Automotive Body and Related Repairers	171	156	(15)	(9%)	0.75	0.85	$19.44
Automotive Glass Installers and Repairers	33	30	(3)	(9%)	1.20	1.35	$18.96
Automotive Service Technicians and Mechanics	1,005	1,008	3	0%	1.01	1.03	$16.53
Bus and Truck Mechanics and Diesel Engine Specialists	277	279	2	1%	0.82	0.85	$18.14
Farm Equipment Mechanics and Service Technicians	18	32	14	78%	0.65	0.37	$14.08
Mobile Heavy Equipment Mechanics, Except Engines	122	120	(2)	(2%)	0.71	0.75	$15.91
Rail Car Repairers	12	12	0	0%	0.44	0.44	$23.71
Motorboat Mechanics and Service Technicians	56	60	4	7%	1.89	1.76	$14.23
Motorcycle Mechanics	84	95	11	13%	4.39	3.88	$13.72
Outdoor Power Equipment and Other Small Engine Mechanics	63	63	0	0%	1.52	1.56	$12.61
Bicycle Repairers	19	19	0	0%	1.24	1.44	$14.21
Recreational Vehicle Service Technicians	17	21	4	24%	1.39	1.14	$17.81
Tire Repairers and Changers	147	145	(2)	(1%)	1.05	1.11	$9.29
Mechanical Door Repairers	20	28	8	40%	1.10	0.89	$17.79
Control and Valve Installers and Repairers, Except Mechanical Door	35	39	4	11%	0.73	0.68	$20.44
Heating, Air Conditioning, and Refrigeration Mechanics and Installers	545	592	47	9%	1.42	1.41	$16.83
Home Appliance Repairers	51	44	(7)	(14%)	0.87	0.96	$11.74
Industrial Machinery Mechanics	409	430	21	5%	0.94	0.98	$25.12
Maintenance Workers, Machinery	41	44	3	7%	0.36	0.35	$13.65
Millwrights	18	24	6	33%	0.45	0.34	$23.99
Refractory Materials Repairers, Except Brickmasons	<10	<10	Insf. Data	Insf. Data	0.42	0.78	Insf. Data
Electrical Power-Line Installers and Repairers	229	238	9	4%	1.51	1.54	$22.90
Telecommunications Line Installers and Repairers	171	138	(33)	(19%)	0.91	1.14	$21.53
Camera and Photographic Equipment Repairers	<10	<10	Insf. Data	Insf. Data	0.43	0.46	Insf. Data
Medical Equipment Repairers	48	54	6	13%	0.84	0.87	$19.29
Musical Instrument Repairers and Tuners	21	21	0	0%	1.49	1.43	$12.54
Watch Repairers	<10	<10	Insf. Data	Insf. Data	1.21	1.26	Insf. Data
Precision Instrument and Equipment Repairers, All Other	<10	<10	Insf. Data	Insf. Data	0.38	0.42	Insf. Data
Maintenance and Repair Workers, General	1,607	1,643	36	2%	0.88	0.90	$14.80
Wind Turbine Service Technicians	<10	<10	Insf. Data	Insf. Data	0.43	0.47	Insf. Data
Coin, Vending, and Amusement Machine Servicers and Repairers	74	64	(10)	(14%)	1.56	1.70	$12.27
Commercial Divers	<10	<10	Insf. Data	Insf. Data	1.10	1.11	Insf. Data
Fabric Menders, Except Garment	<10	0	Insf. Data	Insf. Data	0.22	0.19	Insf. Data
Locksmiths and Safe Repairers	58	59	1	2%	1.91	1.96	$14.72
Manufactured Building and Mobile Home Installers	<10	<10	Insf. Data	Insf. Data	1.63	1.60	Insf. Data
Riggers	19	22	3	16%	0.76	0.73	$19.38
Signal and Track Switch Repairers	<10	<10	Insf. Data	Insf. Data	0.42	0.45	Insf. Data
Helpers--Installation, Maintenance, and Repair Workers	180	186	6	3%	1.05	1.08	$10.06
Installation, Maintenance, and Repair Workers, All Other	124	135	11	9%	0.57	0.54	$17.42
First-Line Supervisors of Production and Operating Workers	473	472	(1)	(0%)	0.63	0.62	$23.48

Aircraft Structure, Surfaces, Rigging, and Systems Assemblers	44	56	12	27%	1.01	0.88	$26.15
Coil Winders, Tapers, and Finishers	<10	<10	Insf. Data	Insf. Data	0.21	0.15	Insf. Data
Electrical and Electronic Equipment Assemblers	71	74	3	4%	0.30	0.28	$21.89
Electromechanical Equipment Assemblers	27	29	2	7%	0.51	0.46	$13.91
Engine and Other Machine Assemblers	22	29	7	32%	0.62	0.45	$20.97
Structural Metal Fabricators and Fitters	100	110	10	10%	1.10	1.01	$15.21
Fiberglass Laminators and Fabricators	52	60	8	15%	2.57	2.15	$15.74
Team Assemblers	314	331	17	5%	0.23	0.21	$13.31
Timing Device Assemblers and Adjusters	<10	<10	Insf. Data	Insf. Data	0.45	0.62	Insf. Data
Assemblers and Fabricators, All Other	170	174	4	2%	0.54	0.54	$10.29
Bakers	214	230	16	7%	0.93	0.91	$10.89
Butchers and Meat Cutters	223	238	15	7%	1.32	1.27	$14.46
Meat, Poultry, and Fish Cutters and Trimmers	59	66	7	12%	0.34	0.31	$11.98
Slaughterers and Meat Packers	15	15	0	0%	0.14	0.14	$12.56
Food and Tobacco Roasting, Baking, and Drying Machine Operators and Tenders	<10	<10	Insf. Data	Insf. Data	0.25	0.23	Insf. Data
Food Batchmakers	16	17	1	6%	0.11	0.10	$14.32
Food Cooking Machine Operators and Tenders	<10	<10	Insf. Data	Insf. Data	0.18	0.17	Insf. Data
Food Processing Workers, All Other	31	33	2	6%	0.56	0.56	$13.44
Computer-Controlled Machine Tool Operators, Metal and Plastic	20	27	7	35%	0.14	0.11	$19.73
Computer Numerically Controlled Machine Tool Programmers, Metal and Plastic	<10	<10	Insf. Data	Insf. Data	0.26	0.22	Insf. Data
Extruding and Drawing Machine Setters, Operators, and Tenders, Metal and Plastic	39	31	(8)	(21%)	0.37	0.43	$15.25
Forging Machine Setters, Operators, and Tenders, Metal and Plastic	<10	<10	Insf. Data	Insf. Data	0.13	0.13	Insf. Data
Rolling Machine Setters, Operators, and Tenders, Metal and Plastic	<10	<10	Insf. Data	Insf. Data	0.15	0.15	Insf. Data
Cutting, Punching, and Press Machine Setters, Operators, and Tenders, Metal and Plastic	54	52	(2)	(4%)	0.23	0.23	$13.20
Drilling and Boring Machine Tool Setters, Operators, and Tenders, Metal and Plastic	<10	<10	Insf. Data	Insf. Data	0.22	0.18	Insf. Data
Grinding, Lapping, Polishing, and Buffing Machine Tool Setters, Operators, and Tenders, Metal and Plastic	13	16	3	23%	0.21	0.15	$16.84
Lathe and Turning Machine Tool Setters, Operators, and Tenders, Metal and Plastic	<10	<10	Insf. Data	Insf. Data	0.17	0.14	Insf. Data
Milling and Planing Machine Setters, Operators, and Tenders, Metal and Plastic	<10	<10	Insf. Data	Insf. Data	0.19	0.18	Insf. Data
Machinists	111	129	18	16%	0.24	0.22	$20.58
Metal-Refining Furnace Operators and Tenders	<10	<10	Insf. Data	Insf. Data	0.08	0.08	Insf. Data
Pourers and Casters, Metal	<10	<10	Insf. Data	Insf. Data	0.12	0.09	Insf. Data
Model Makers, Metal and Plastic	<10	<10	Insf. Data	Insf. Data	0.24	0.20	Insf. Data
Patternmakers, Metal and Plastic	<10	<10	Insf. Data	Insf. Data	0.19	0.15	Insf. Data
Foundry Mold and Coremakers	<10	<10	Insf. Data	Insf. Data	0.09	0.08	Insf. Data
Molding, Coremaking, and Casting Machine Setters, Operators, and Tenders, Metal and Plastic	22	21	(1)	(5%)	0.14	0.14	$14.63
Multiple Machine Tool Setters, Operators, and Tenders, Metal and Plastic	12	16	4	33%	0.14	0.10	$17.59
Tool and Die Makers	12	12	0	0%	0.13	0.12	$24.32
Welders, Cutters, Solderers, and Brazers	303	331	28	9%	0.65	0.61	$15.34
Welding, Soldering, and Brazing Machine Setters, Operators, and Tenders	17	22	5	29%	0.27	0.23	$19.38
Heat Treating Equipment Setters, Operators, and Tenders, Metal and Plastic	<10	<10	Insf. Data	Insf. Data	0.15	0.13	Insf. Data
Layout Workers, Metal and Plastic	<10	<10	Insf. Data	Insf. Data	0.30	0.16	Insf. Data
Plating and Coating Machine Setters, Operators, and Tenders, Metal and Plastic	<10	<10	Insf. Data	Insf. Data	0.13	0.12	Insf. Data
Tool Grinders, Filers, and Sharpeners	<10	<10	Insf. Data	Insf. Data	0.30	0.26	Insf. Data
Metal Workers and Plastic Workers, All Other	<10	<10	Insf. Data	Insf. Data	0.21	0.21	Insf. Data
Prepress Technicians and Workers	38	25	(13)	(34%)	0.69	0.87	$12.54
Printing Press Operators	104	77	(27)	(26%)	0.41	0.49	$12.37
Print Binding and Finishing Workers	21	17	(4)	(19%)	0.30	0.34	$14.83
Laundry and Dry-Cleaning Workers	325	368	43	13%	1.34	1.20	$9.59
Pressers, Textile, Garment, and Related Materials	67	76	9	13%	1.28	1.06	$10.52
Sewing Machine Operators	94	90	(4)	(4%)	0.56	0.48	$10.43
Shoe and Leather Workers and Repairers	<10	<10	Insf. Data	Insf. Data	0.63	0.65	Insf. Data
Shoe Machine Operators and Tenders	0	0	0	0%	0.01	0.01	$0.00
Sewers, Hand	<10	<10	Insf. Data	Insf. Data	0.56	0.55	Insf. Data
Tailors, Dressmakers, and Custom Sewers	35	32	(3)	(9%)	0.67	0.68	$10.83
Textile Bleaching and Dyeing Machine Operators and Tenders	<10	<10	Insf. Data	Insf. Data	0.11	0.24	Insf. Data
Textile Cutting Machine Setters, Operators, and Tenders	<10	<10	Insf. Data	Insf. Data	0.16	0.15	Insf. Data
Textile Knitting and Weaving Machine Setters, Operators, and Tenders	16	<10	Insf. Data	Insf. Data	0.30	0.57	$11.09

Textile Winding, Twisting, and Drawing Out Machine Setters, Operators, and Tenders	17	13	(4)	(24%)	0.48	0.51	$11.47
Extruding and Forming Machine Setters, Operators, and Tenders, Synthetic and Glass Fibers	36	29	(7)	(19%)	1.33	1.44	$21.61
Fabric and Apparel Patternmakers	<10	<10	Insf. Data	Insf. Data	0.11	0.10	Insf. Data
Upholsterers	37	33	(4)	(11%)	0.70	0.73	$12.65
Textile, Apparel, and Furnishings Workers, All Other	<10	<10	Insf. Data	Insf. Data	0.48	0.45	Insf. Data
Cabinetmakers and Bench Carpenters	86	83	(3)	(3%)	0.71	0.67	$13.02
Furniture Finishers	17	15	(2)	(12%)	0.77	0.80	$13.67
Model Makers, Wood	<10	<10	Insf. Data	Insf. Data	0.57	0.50	Insf. Data
Patternmakers, Wood	<10	<10	Insf. Data	Insf. Data	0.42	0.43	Insf. Data
Sawing Machine Setters, Operators, and Tenders, Wood	13	15	2	15%	0.24	0.21	$12.92
Woodworking Machine Setters, Operators, and Tenders, Except Sawing	42	48	6	14%	0.56	0.46	$10.97
Woodworkers, All Other	12	12	0	0%	0.73	0.69	$13.71
Nuclear Power Reactor Operators	20	24	4	20%	2.51	2.15	$41.19
Power Distributors and Dispatchers	16	18	2	13%	1.32	1.12	$36.00
Power Plant Operators	47	54	7	15%	1.14	0.94	$35.12
Stationary Engineers and Boiler Operators	27	28	1	4%	0.60	0.58	$23.16
Water and Wastewater Treatment Plant and System Operators	176	198	22	13%	1.38	1.26	$19.93
Chemical Plant and System Operators	108	87	(21)	(19%)	1.92	2.28	$28.46
Gas Plant Operators	<10	<10	Insf. Data	Insf. Data	0.33	0.32	Insf. Data
Petroleum Pump System Operators, Refinery Operators, and Gaugers	<10	<10	Insf. Data	Insf. Data	0.16	0.16	Insf. Data
Plant and System Operators, All Other	19	19	0	0%	1.31	1.32	$24.43
Chemical Equipment Operators and Tenders	166	133	(33)	(20%)	1.72	2.03	$22.69
Separating, Filtering, Clarifying, Precipitating, and Still Machine Setters, Operators, and Tenders	21	21	0	0%	0.37	0.37	$17.60
Crushing, Grinding, and Polishing Machine Setters, Operators, and Tenders	28	30	2	7%	0.84	0.76	$16.00
Grinding and Polishing Workers, Hand	13	15	2	15%	0.43	0.35	$14.51
Mixing and Blending Machine Setters, Operators, and Tenders	55	53	(2)	(4%)	0.35	0.35	$14.49
Cutters and Trimmers, Hand	<10	<10	Insf. Data	Insf. Data	0.26	0.21	Insf. Data
Cutting and Slicing Machine Setters, Operators, and Tenders	75	73	(2)	(3%)	1.00	0.93	$18.24
Extruding, Forming, Pressing, and Compacting Machine Setters, Operators, and Tenders	32	32	0	0%	0.40	0.37	$14.19
Furnace, Kiln, Oven, Drier, and Kettle Operators and Tenders	<10	<10	Insf. Data	Insf. Data	0.41	0.35	Insf. Data
Inspectors, Testers, Sorters, Samplers, and Weighers	328	330	2	1%	0.51	0.52	$15.99
Jewelers and Precious Stone and Metal Workers	38	36	(2)	(5%)	0.89	0.84	$15.79
Dental Laboratory Technicians	203	214	11	5%	4.34	4.13	$16.44
Medical Appliance Technicians	<10	<10	Insf. Data	Insf. Data	0.54	0.47	Insf. Data
Ophthalmic Laboratory Technicians	40	46	6	15%	1.22	1.12	$11.46
Packaging and Filling Machine Operators and Tenders	147	150	3	2%	0.31	0.30	$13.12
Coating, Painting, and Spraying Machine Setters, Operators, and Tenders	41	42	1	2%	0.37	0.36	$13.27
Painters, Transportation Equipment	63	63	0	0%	0.87	0.90	$20.25
Painting, Coating, and Decorating Workers	26	27	1	4%	1.24	1.15	$14.05
Semiconductor Processors	<10	<10	Insf. Data	Insf. Data	0.10	0.08	Insf. Data
Photographic Process Workers and Processing Machine Operators	50	45	(5)	(10%)	1.28	1.35	$12.71
Adhesive Bonding Machine Operators and Tenders	<10	<10	Insf. Data	Insf. Data	0.25	0.23	Insf. Data
Cleaning, Washing, and Metal Pickling Equipment Operators and Tenders	<10	<10	Insf. Data	Insf. Data	0.36	0.35	Insf. Data
Cooling and Freezing Equipment Operators and Tenders	<10	<10	Insf. Data	Insf. Data	0.54	0.48	Insf. Data
Etchers and Engravers	<10	<10	Insf. Data	Insf. Data	0.57	0.51	Insf. Data
Molders, Shapers, and Casters, Except Metal and Plastic	48	53	5	10%	1.05	0.94	$14.43
Paper Goods Machine Setters, Operators, and Tenders	170	128	(42)	(25%)	1.27	1.49	$16.31
Tire Builders	<10	<10	Insf. Data	Insf. Data	0.03	0.03	Insf. Data
Helpers--Production Workers	107	113	6	6%	0.21	0.20	$14.34
Production Workers, All Other	181	176	(5)	(3%)	0.57	0.60	$13.57
Aircraft Cargo Handling Supervisors	<10	<10	Insf. Data	Insf. Data	0.63	0.57	Insf. Data
First-Line Supervisors of Helpers, Laborers, and Material Movers, Hand	177	186	9	5%	0.80	0.80	$17.87
First-Line Supervisors of Transportation and Material-Moving Machine and Vehicle Operators	149	156	7	5%	0.59	0.59	$25.65
Airline Pilots, Copilots, and Flight Engineers	94	96	2	2%	0.96	0.94	$61.22
Commercial Pilots	156	178	22	14%	3.27	3.04	$49.89
Air Traffic Controllers	83	86	3	4%	2.69	2.67	$46.67
Airfield Operations Specialists	15	15	0	0%	1.73	1.68	$20.48

Flight Attendants	88	85	(3)	(3%)	0.68	0.70	$23.37
Ambulance Drivers and Attendants, Except Emergency Medical Technicians	<10	<10	Insf. Data	Insf. Data	0.14	0.13	Insf. Data
Bus Drivers, Transit and Intercity	26	29	3	12%	0.14	0.13	$14.11
Bus Drivers, School or Special Client	366	389	23	6%	0.61	0.60	$11.07
Driver/Sales Workers	476	505	29	6%	0.90	0.89	$10.04
Heavy and Tractor-Trailer Truck Drivers	1,351	1,432	81	6%	0.58	0.57	$15.16
Light Truck or Delivery Services Drivers	953	975	22	2%	0.89	0.89	$12.85
Taxi Drivers and Chauffeurs	201	210	9	4%	0.54	0.58	$9.35
Motor Vehicle Operators, All Other	55	54	(1)	(2%)	0.65	0.68	$9.88
Locomotive Engineers	27	26	(1)	(4%)	0.52	0.54	$26.25
Locomotive Firers	<10	<10	Insf. Data	Insf. Data	0.53	0.56	Insf. Data
Rail Yard Engineers, Dinkey Operators, and Hostlers	<10	<10	Insf. Data	Insf. Data	0.34	0.35	Insf. Data
Railroad Brake, Signal, and Switch Operators	15	14	(1)	(7%)	0.50	0.52	$22.78
Railroad Conductors and Yardmasters	31	30	(1)	(3%)	0.53	0.56	$22.65
Subway and Streetcar Operators	11	11	0	0%	0.73	0.72	$27.70
Rail Transportation Workers, All Other	<10	<10	Insf. Data	Insf. Data	0.45	0.46	Insf. Data
Sailors and Marine Oilers	18	17	(1)	(6%)	0.44	0.50	$15.56
Captains, Mates, and Pilots of Water Vessels	47	45	(2)	(4%)	0.96	1.10	$26.96
Motorboat Operators	25	23	(2)	(8%)	3.47	4.02	$13.21
Ship Engineers	<10	<10	Insf. Data	Insf. Data	0.52	0.55	Insf. Data
Bridge and Lock Tenders	<10	<10	Insf. Data	Insf. Data	1.14	1.15	Insf. Data
Parking Lot Attendants	54	54	0	0%	0.28	0.30	$9.19
Automotive and Watercraft Service Attendants	216	238	22	10%	1.65	1.61	$9.25
Traffic Technicians	<10	<10	Insf. Data	Insf. Data	0.73	0.74	Insf. Data
Transportation Inspectors	10	11	1	10%	0.33	0.32	Insf. Data
Transportation Attendants, Except Flight Attendants	<10	10	Insf. Data	Insf. Data	0.45	0.44	Insf. Data
Transportation Workers, All Other	74	80	6	8%	1.48	1.41	$16.97
Conveyor Operators and Tenders	19	20	1	5%	0.39	0.39	$12.60
Crane and Tower Operators	55	58	3	5%	0.94	0.96	$19.87
Dredge Operators	<10	<10	Insf. Data	Insf. Data	0.39	0.46	Insf. Data
Excavating and Loading Machine and Dragline Operators	44	42	(2)	(5%)	0.62	0.66	$14.06
Loading Machine Operators, Underground Mining	0	0	0	0%	0.04	0.04	$0.00
Hoist and Winch Operators	<10	<10	Insf. Data	Insf. Data	0.35	0.34	Insf. Data
Industrial Truck and Tractor Operators	177	179	2	1%	0.27	0.26	$14.04
Cleaners of Vehicles and Equipment	457	492	35	8%	1.05	1.02	$9.77
Laborers and Freight, Stock, and Material Movers, Hand	1,691	1,770	79	5%	0.54	0.54	$10.58
Machine Feeders and Offbearers	15	16	1	7%	0.12	0.12	$13.06
Packers and Packagers, Hand	530	539	9	2%	0.58	0.59	$9.12
Gas Compressor and Gas Pumping Station Operators	<10	<10	Insf. Data	Insf. Data	0.11	0.12	Insf. Data
Pump Operators, Except Wellhead Pumpers	<10	<10	Insf. Data	Insf. Data	0.34	0.35	Insf. Data
Wellhead Pumpers	<10	<10	Insf. Data	Insf. Data	0.13	0.18	Insf. Data
Refuse and Recyclable Material Collectors	208	232	24	12%	1.35	1.27	$14.82
Mine Shuttle Car Operators	0	0	0	0%	0.00	0.00	$0.00
Tank Car, Truck, and Ship Loaders	<10	<10	Insf. Data	Insf. Data	0.21	0.19	Insf. Data
Material Moving Workers, All Other	20	20	0	0%	0.62	0.64	$12.90
Military occupations	15,495	15,539	44	0%	6.24	6.06	$15.88
Unclassified Occupation	0	0	0	0%	0.00	0.00	$0.00
	193,432	202,580	9,148	5%			$16.97

Source: EMSI 2015.4 – QCEW Employees, Non-QCEW Employees, and Self-Employed

Occupation Data

EMSI occupation employment data are based on final EMSI industry data and final EMSI staffing patterns. Wage estimates are based on Occupational Employment Statistics (QCEW and Non-QCEW Employees classes of worker) and the American Community Survey (Self-Employed and Extended Proprietors). Occupational wage estimates also affected by county-level EMSI earnings by industry.

State Data Sources

This report uses state data from the following agencies: Florida Department of Economic Opportunity

CAREERSOURCE ESCAROSA LOCAL

WORKFORCE DEVELOPMENT PLAN

ATTACHMENT D

LABOR MARKET ANALYSIS – SKILL GAP ANALYSIS

Information Technology and Advanced Manufacturing

Labor Market Analysis for Information Technology and Advanced manufacturing

INTRODUCTION

The Greater Pensacola Chamber, in late 2013, commissioned a regional study of the talent supply situation as it related to critical industry clusters within the Pensacola area economy. Over the course of the intervening months, dozens of businesses and individuals, as well as regional education institutions convened together to a) analyze current and future market demands; b) determine how best to meet those demands and c) structure a pathway forward that would encourage regional education/training providers to align themselves to key market needs and close the gap between industry workforce needs and local training/education outcomes.

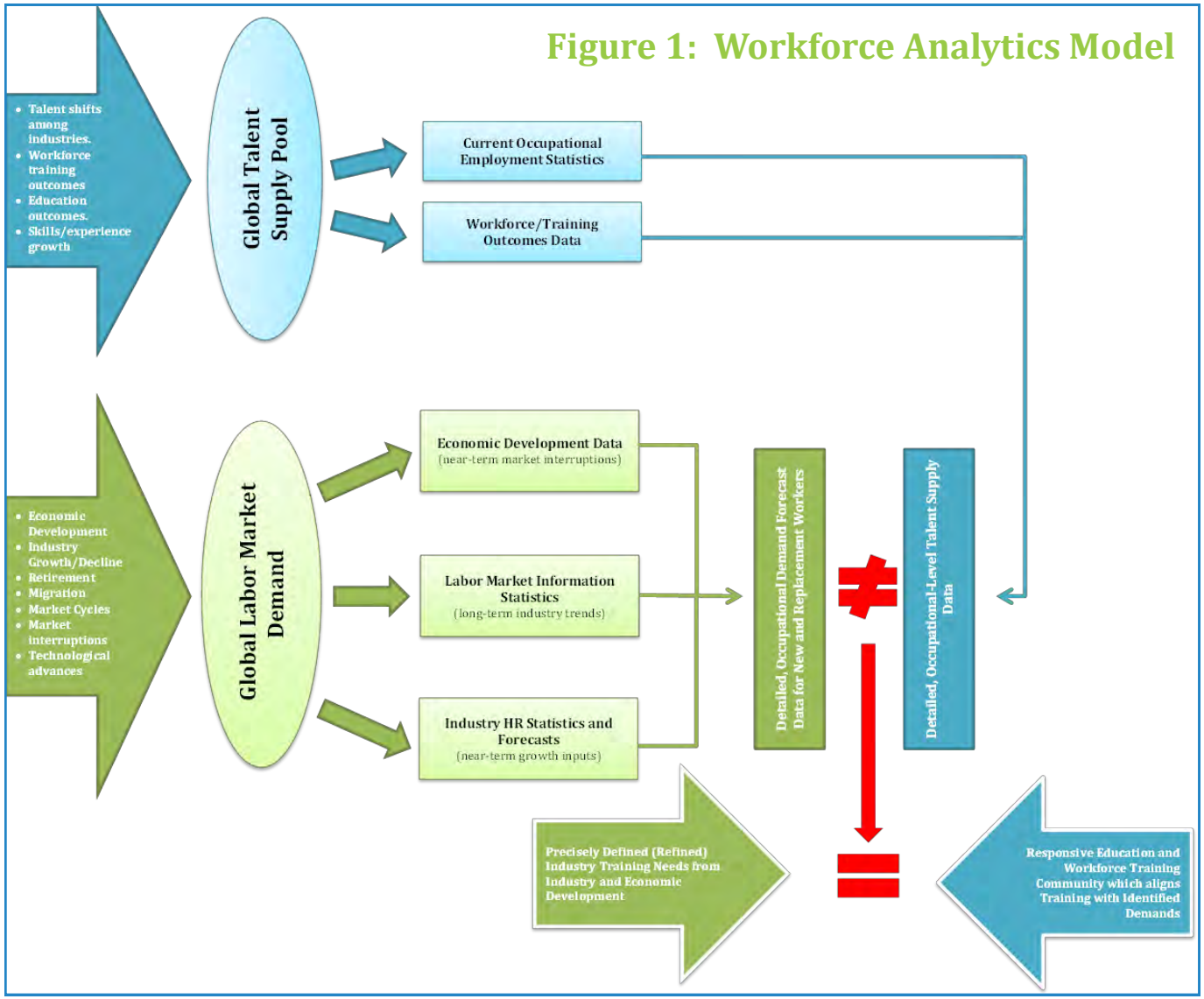
The process began with the Chamber workforce committee examining high-level data which provided them with a holistic overview of labor market outcomes in the region as those outcomes related to Pensacola's targeted industry clusters. Based on an in-depth analysis of the talent supply situation as well as market forecasts related to each industry cluster, the Chamber elected to pursue an in-depth analysis of two key industry clusters: Information Technology and Advanced Manufacturing (as defined in Appendix C). These clusters were chosen because they are high-impact clusters which offer substantial benefits to the community in terms of economic impact and wage earnings and they suffer labor shortages which, if not corrected could potentially stunt economic development in the region.

PROJECT LEADERSHIP

- **University of West Florida's Haas Center for Business and Economic Research**
- **Greater Pensacola Chamber**
- **CareerSource Florida**
- **Gulf Power Company**

Workforce Analytics Process. Once the clusters were identified, the Chamber implemented a well defined process that would allow them to hone in on the key critical skills/occupations that were in short supply but high demand and identify the types of programs that would ensure that those gaps could be closed. We highlight the model of this process in Figure 1.

Figure 1: Workforce Analytics Model



Global talent supply, in the model, is a function of several processes: shifting talent demands among industries which free up talent, workforce and education training outcomes and the growth in skills and experience among existing workers. These various elements manifest themselves in two critical data series: Current Occupational Employment Statistics which indicate the

current skills base of the workforce and Workforce/Training Outcomes Data which indicate, at a general level, who is currently being trained with what skills for which occupations.

On the other side, global labor market demand is a function of number of activities including economic development/industry recruitment, industry growth or decline, retirements, migration patterns, market cycles and technological advances. Demand elements manifest themselves in three data series which include data provided by economic development professionals which forecasts which industries will be recruited to the region, industry-level human resource statistics which offer detailed projections of skills demands as well as occupational demands and labor market information statistics which forecast longer-term growth patterns based on traditional industry structures. These traditional and non-traditional data series combine to paint a detailed picture of skills and occupational demands for a labor market.

When supply and demand are roughly equal, and when industry, economic development and education/workforce training partners are comfortable with available talent as well as available talent production, then the system is in balance. However, when this is not the case the system must be adjusted. Severe over-production of talent in certain fields can lead to unemployment problems for trainees because you have too many workers chasing too few jobs. Underproduction, on the other hand, can stunt industry and economic growth and lead to long-term labor shortag-

es. A realignment, in these cases, is critical in order to ensure that sustained economic growth and development can continue to occur in the regional market.

The process adopted by the Pensacola Chamber involved dozens of industry and education experts who gathered to feed data into the model at the appropriate points. This included economic development experts who estimated occupational/skills growth patterns based on industry recruitment, a diverse array of companies who provided vital data from the human resources perspective coupled with their medium-term growth forecasts and workforce data analytics experts who added traditional labor market information statistics to the mix. Once the critical gaps were identified at a high level based on these data inputs, participating industry professionals returned to the table to flesh out the types of skills upgrades that were necessary to close those gaps. The end result was a clearly defined picture of workforce/education training needs in the sectors of information technology and advanced manufacturing for the Pensacola regional economy.

The process also involved separate, but parallel meetings of the education/training community who, informed by their internal knowledge of education/training practices, attempted to identify program modifications which were necessary to meet the talent requirement of local industry. These two processes merged in the end with economic development and industry experts coming together with workforce training and education providers to chart a course towards the future. In the two sections that follow, we highlight key data relevant to each of the two industry clus-

ters, identify the overarching outcomes of the workforce analytics process for each of the two clusters and we also present the recommendations that were agreed upon by the industry and education participants at the final joint meetings. We begin with the Information Technology Cluster.

INFORMATION TECHNOLOGY

Cluster Overview: The Information Technology cluster is unique in that it serves as a solid foundation for nearly all high-impact, high-wage industry clusters present in the modern economy including healthcare, financial services, call centers, government, etc. We consider the IT cluster as a "super cluster" which encompasses the following traditional clusters: Back Office/Professional Services; Research and Development in IT and Cybersecurity. Because the skill sets relevant to these particular clusters overlap significantly coalesce around the IT talent pool, these clusters were combined under the banner of the IT cluster.

Cluster Outlook: The outlook for the information technology cluster, on a global level, is exceedingly strong with rapid sustained growth forecast across the broader economy. The Pensacola area has been a beneficiary of these growth patterns. We outline past growth patterns and future industry recruitment projections as provided by the Pensacola Chamber below:

- **Since 2010:** 7 announced projects in the cluster; 440 net new jobs (IT); 2,581 net new jobs (contact center/financial services/3rd party administrator); 315 retained jobs
- **Currently:** 3 active existing industry expansion projects; 20 net new jobs

Information Technology Cluster Industry Experts:

- Silver Bullet
- AppRiver
- SpectrumIT
- Internet Solutions
- CollegeFrog
- IHMC
- Verteks Consulting
- Navy Federal Credit Union
- Santa Rosa Medical Center
- AT&T
- Baptist Health Care System
- Global Business Solutions, Inc.
- Techsoft
- Digital Boardwalk
- Innovation Coast
- Apogee
- PayCellSystems
- iGate/CHCS

- ◊ **Currently:** 2 active attraction projects; 210 net new jobs
- ◊ **Calendar year 2014:** 2 requests for proposal; 8 net new jobs

Cluster Impact: Sustained growth in the IT cluster is critical not only to a diverse workforce and a high-tech economy, but also offers a significant wage premium relative to traditional Pensacola metro occupations. For example, the average earnings per job (defined in Appendix C) in the IT cluster is $70,667 per year for the Pensacola metro area (Escambia and Santa Rosa Counties). As a comparative example, the tourism dependent Accommodation and Food Services sector reports an average earnings per job figure of $17,962 —well below the IT cluster average. Average earnings per job across all job for the Pensacola metro area is $46,345. Thus IT cluster earnings are well over the metro average and exceed, by a wide margin, the Accommodation and Food Services sector average.

Cluster Workforce: The cluster is reliant on a number of occupations which form the backbone of the cluster. Industry representatives identified the 10 occupations/skills groupings presented in the top table to the right as "most critical" for the regional economy. These occupations translate roughly into the 7 standard occupations (as recognized by the Bureau of Labor Statistics) presented in the bottom table. Utilizing traditional supply demand analytics techniques, analysts discovered that the region will need approximately 752 individuals over the next five years to meet demand for the Pensacola metro. Net new demand resulting from economic development projects will add 340 to this total for a total demand off 1092. Education/training programs will produce approximately 1052 trained indi-

Industry Recognized Occupations in IT
Software developers and Programmers
Information Security
Network Administration/Security
Database Administration/Developers
Data Transformation/Analyst
Project Management
Desktop Support
Quality Assurance/Testing
Designer/User Experience (UX)
Electronics Engineering

Standard Occupations in IT
Computer Engineers
Computer Repair and Maintenance
Computer Systems
Digital Design
Electrical/Electronic Technology
Electrical Engineers
Electrical Installation and Repair

viduals with various baskets of skill sets to meet this need—however, there is a significant skills type mismatch between supply and demand. For example, the region is forecast to need roughly 119 digital designers over the next five years; however, local institutions will produce 282—an oversupply. In three critical areas—computer engineers, computer repair & maintenance and computer systems, the supply of available talent will fail to meet the demands of long-term growth and economic development opportunities. Moreover, for computer engineering, the nation-wide shortage of talent will make it extremely difficult to recruit these individuals to the region as well. Support for the IT cluster therefore requires a nuanced approach with significant funding devoted to attracting potential trainees towards areas of most critical need.

Key Findings And Recommendations:

1. ***Finding:*** Cross curricular opportunities are not occurring in skill areas of priority to industry.

   Recommendation: Programs in both graphical design and software programming need to cross train.

2. ***Finding:*** "Soft skills" such as problem solving and critical thinking can be further imbedded into existing student evaluations.

   Recommendation: Faculty implements skills such as problem solving and critical thinking into ***all*** assignments, projects and grading rubrics.

3. ***Finding:*** Industry strongly desires an external project based work and learn opportunity coupled with a mentoring component.

   Recommendation: Business leaders develop private apprentice program

for students centered on project/application learning that has a mentoring component. Convene task force to begin implementation.

4. ***Finding:*** Various adjustments need to be made to curriculum to align outcomes with industry needs.

   Recommendation: Amend and adjust curriculum to address industry relevance and demand. Specific curricular changes can be found in Appendix A.

ADVANCED MANUFACTURING

Cluster Overview: The Advanced Manufacturing cluster is considered, for the purposes of this analysis, to be a "super cluster" which encompasses aviation manufacturing and maintenance, offshore vessel services and the technologically evolving (and increasingly technologically dependent) traditional manufacturing clusters. It encompasses skills associated with traditional manufacturing such as craft labor but it also requires advanced skills beyond traditional manufacturing with overlap with IT and other critical occupational groups across the American economy.

Cluster Outlook: The Advanced Manufacturing cluster has, consistent with nationwide trends, experienced relatively flat growth over the past two decades. There are two explanations for these trends: the tendency of American companies to offshore production in order to reduce labor costs and the tendency of companies to leverage technological advances to replace human labor with mechanical labor. The latter trend will continue and will perhaps accelerate. The upside of the acceleration of technological advances will reverse the inclination to offshore and will result in jobs flowing back into the American economy. This trend is manifest-

Advanced Manufacturing Cluster Industry Experts:

- ARCO
- Arizona Chemical
- Armstrong World Industries
- Ascend Performance Materials
- Cerex Advanced Fabrics
- Custom Control Solutions
- ExxonMobil
- GE Wind & Energy
- Gulf Power Company
- Hitachi Cable
- International Paper
- K2 Mansfield Industrial
- Marianna Airmotive
- OffShore Inland
- OREN International
- Overhead Door
- Pensacola Energy
- Taminco
- The Mundy Companies

ing itself in economic development activity regionally. Below, we highlight economic development trends as reported by the Greater Pensacola Chamber for Advanced Manufacturing:

- **Since 2010:** 6 announced projects in the cluster; 207 net new jobs; 39 retained jobs
- **Currently:** 8 active existing industry expansion projects; 225 net new jobs
- **Currently:** 8 active attraction projects; 815 net new jobs
- **Calendar year 2014:** 5 requests for proposal; 755 net new jobs

Cluster Impact: The advanced manufacturing cluster currently accounts for 5,932 jobs over 320 establishments generating an earnings per job total of $68,635. As a comparative example, the tourism dependent Accommodation and Food Services sector reports an average earnings per job figure of $17,962 —well below the Manufacturing cluster average. Average earnings per job across all jobs for the Pensacola metro area is $46,345. Thus, Manufacturing cluster earnings are well over the metro average and exceed, by a wide margin, the Accommodation and Food Services sector average.

Cluster Workforce: The cluster draws from a substantial variety of occupations for its staffing needs ranging from civil engineers to welders. Industry cluster representatives identified the five occupational groupings presented in the table to the right which represent the key sources of demand over the next few years. The titles in bold are broadly descriptive of the skill sets that were defined by the industry. The five core occupational groups included Industrial Maintenance Techni-

Industry Recognized Occupations Advanced Manufacturing
Maintenance Technicians: Industrial Maintenance, Welding, Industrial Engineering Technicians, Aircraft/General Mechanics
Advanced Manufacturing Technicians: Instrumentation, Electrical, Mechanical and Technical, Programmable Logic Control, Motor Control, Electrical & Instrumentation/Controls
Process Technicians: Process operator, Process technologist, Machinist
Industrial Plumbing: Plumbing, Pipefitting, Industrial Piping, and Tubing Mechanics
Quality Assurance Technicians: Quality Assurance, Inspection, Statistical Process Control, Laboratory Technician

cians, Advanced Manufacturing Technicians, Process Technicians, Industrial Plumbers and Pipefitters and Quality Assurance Technicians. These broad categories of skill sets equate roughly to the eight standard occupations presented in the table on the previous page.

Over the next five years, total demand for new and replacement workers is forecast, in the eight critical occupations to the right, to total approximately 1,305 workers. Expanded economic development opportunities are forecast to add approximately 745 to this baseline for a total demand figure of 2,150 new and replacement workers. Regional education and workforce training programs are forecast to train 300. A substantial gap therefore exists between total workforce demand and total production of a trained workforce in the region - at least as it relates to the formal training structure.

Standard Occupations In Advanced Manufacturing
Aircraft Mechanics
Civil Engineers
Communication Electronics
Electrical
Installation, Maintenance and Repair Workers/ Industrial Machinery Repair
Metal, Plastic and Machine Work
Plumbing
Welding/Soldering

Key Findings And Recommendations:

1. ***Finding:*** Three key training programs should be implemented to meet industry demand.

   Recommendation: Develop task forces to research and implement best practices/programs, industry certifications, resources needed and curriculum for the following training programs at the post-secondary level:

   - Process Technician
   - Electrical & Instrumentation
   - Industrial Maintenance (Millwright)

2. ***Finding:*** The Pensacola MSA has an overproduction of training programs

that are taught in a silo. Most jobs in manufacturing require a cross-cutting skillsets and only a small portion of these positions are focused on solitary crafts such as welding or electrical..

Recommendation: Evaluate programs at George Stone Technical Center, Locklin Technical Center and Pensacola State College such as welding and electricity to analyze duplication and develop multi-craft or cross discipline training programs to meet industry needs.

3. ***Finding:*** Various adjustments need to be made to curriculum to align outcomes with industry needs.

   Recommendation: Amend and adjust curriculum to address industry relevance and demand. Specific curricular changes can be found in Appendix A.

SUMMARY

The exercise of walking the Greater Pensacola community through the workforce analytics model from the stage of selecting which target industries and skills to include in the analysis through the process of refining and defining those skill sets to suit the needs of industry resulted in substantial business, education and community engagement. The process led to the high-level findings highlighted in this executive summary and the more granular curriculum changes outlined in the Appendix. The conclusions in this document are supported by data provided by the participating experts, the education partners and the experts who provided secondary data analysis on market and workforce trends and outcomes. A further description of data sources and methodologies can be found in Appendix B. For further details on the underlying data and tables, please contact UWF's Haas Center for Business and

Participating Education Partners:

- Escambia County School District
- Santa Rosa County School District
- George Stone Technical Center
- Locklin Technical Center
- Pensacola State College
- University of West Florida

Economic Research.

As participants reflected on the process (as compared to the outcomes) additional process-related findings and recommendations arose which we present below:

1. ***Finding***: Continual primary data collection from business and industry partners is needed to maintain an accurate outlook of demand.

   Recommendation: Survey business and industry partners annually on future workforce needs in key occupational clusters to determine the following:

   - ⇒ Certifications desired or required
   - ⇒ Current vacancies
   - ⇒ Net new jobs in the next year
   - ⇒ Openings due to retirements and natural attrition in the next year
   - ⇒ Net new jobs in the next five years
   - ⇒ Openings due to retirements and natural attrition in the next five years

   Partner with industry organizations such as the Northwest Florida Manufacturers Council and ITGulfCoast or Innovation Coast to gather, distribute and share results.

2. ***Finding***: Education and training organizations and institutions need to strategically work together to implement a training pipeline in key industries.

   Recommendation: Continue meaningful conversations between Economic Development Organizations and education to include an annual meeting led by the Economic Development Organizations in Escambia & Santa Rosa Counties with the following partners in education:

- ⇒ Escambia County School District
- ⇒ Santa Rosa County School District
- ⇒ George Stone Technical Center
- ⇒ Locklin Technical Center
- ⇒ Pensacola State College
- ⇒ University of West Florida

Agenda needs to include: economic development project activity and trends, new training programs under consideration and implementation thereof, articulation among secondary and post-secondary training programs in each industry clusters, shared funding opportunities, etc.

3. ***Finding***: Training programs need annual updates on new trends and technology emerging in local industry clusters.

   Recommendation: Continue meaningful conversations between industry and education to include holding an annual combined advisory council in the two "macro-clusters" of advanced manufacturing and information technology with partners in education and business/industry to discuss new trends and technology in demand occupations as identified in the future workforce survey.

   Suggested annual schedule:

   February: future workforce needs survey to business/industry
   June: EDO & Education Meeting
   June: Combined Advisory Meeting

Many thanks to co-authors:
Rod Lewis, PhD—CareerSource Florida
Aaron Schmerbeck, PhD—University of West Florida, Haas Center
Jennifer Grove—Gulf Power Company
Jennifer McFarren—Greater Pensacola Chamber

APPENDIX A: SUGGESTED CURRICULUM ADJUSTMENTS

Information Technology

Software Developers and Programmers

- Students need skills in "requirements gathering" for when they are looking to build systems or products.
- Preferred or required certifications:
  - Security Certifications such as CompTIA Security+ (if they do not have a security plus certifications on the government side, workers are unable to even touch the computers).
  - Computing environment certifications.

Information Security

- Students need skills on the infrastructure side
  - Have to know how to write "secured" programs
  - From a DoD side, have to have processes down to validate security
- Students need to know how to read/understand how encryption works.

Network Admin/Security

- Security Certifications such as CompTIA Security+
- Align to focus more on day to day operational
- Not only need to know how to use tools but also how to use them as required by regulations that are in place.
- Business partners would like to see a lab with practical experience touching routers and switches.

Database Admin/Development

- Students need broad based exposure from small to large databases.
- Need to look at both hierarchical and non-hierarchical.

Data Transformation/Analysts

- Students need to practice taking large data sets and playing with big data tools.
- Need better understanding on how to analyze data from a business perspective, to meet the end goals.

APPENDIX A: SUGGESTED CURRICULUM ADJUSTMENTS

- Students also need training on linking data sets to maps and satellite imagery.
- Also need to look into doing emulation/simulation for data transformation.

Project Management

- Need PMP certification and process.

QA Testing

- Getting experience with automated testing tools is important. Students need to build software that can be tested. And need understanding of the software development life cycle and processing requirements.
- This is a position that is touch to educate on though as it really needs to be grown into. It is often grown out of an individual business process.

Designers/User Experience

- Programmers typically do not have the graphical experience to show usefulness to a user.
- Some businesses are currently using adobe tools and others are using visual studio.

Advanced Manufacturing

Industrial Maintenance, Welding, Industrial Engineering Technicians, Aircraft General Mechanics

- Students need to know industrial codes. Transition from residential and commercial training to industrial. NFPA79 was brought up as a specific example as the electrical standard for industrial machinery.
- On the mechanical side most industry has gone to multi-craft. It was discussed teaching the basics of techniques such as precision alignment, oil analysis, vibration analysis, etc.
- Another specific example of education that needed to change was the teaching

APPENDIX A: SUGGESTED CURRICULUM ADJUSTMENTS

of Solid Works. Students need to be learning Auto CAD.

Instrumentation, Electrical, Mechanical and Technical, Programmable Logic Control (PLC), Motor Control, Electrical & Instrumentation

- PLC program students need to understand AC/DC drives, pneumatic controls, and switch gears.
- Experience in high voltage work is preferred but industry recognizes this training is most appropriate as a learned skill on the job.
- Troubleshooting was also identified as being a key. This does not mean just parts exchanging either. IP and Armstrong both have a hands on test environment for their potential new hires for PLC, but students need to know the basics of PLC.
- SAP experience is preferred for applicants.

Process Operator, Process Technologist, Machinists

- General mechanic and machinist knowledge.
- Consideration of PTECH programs with implementation from best practices from existing programs below:
    - Remington College
    - Mississippi Gulf Coast Community College
    - Alabama Southern (not PTECH specific program)
    - Lee College

Plumbing, Pipefitting, Industrial Piping, and Tubing Mechanics

- Emphasis on pneumatic fittings and pipefitting.

Quality Assurance, Inspections, Statistical Process Control, Laboratory Technician.

- No specific curricular changes.

Preferred Certifications for most Job Categories

- Lean Manufacturing and Six Sigma

APPENDIX B: DATA SOURCES & METHODOLOGIES

This appendix describes the data sources and methodologies used to inform the analysis presented in the document and which guided the course of the focus groups discussed in the main document.

For both Manufacturing and Information Technology clusters the North American Industry Classification codes where use to delineate workforce composition. The goal was to ensure that data was sufficiently detailed to allow stakeholders and decision makers to focus on important gaps between the workforce/education training system in the area and the needs of the two industry clusters.

To begin, we inventory the relevant workforce/education training programs in the state and determine the degree to which they meet current and projected workforce needs. The process used is as follows: after identifying the critical occupations associated with the Information Technology and Manufacturing clusters in the Pensacola area, we identified the education and workforce training programs that support those occupations. We utilized two primary sources to identify the linkages between occupations and training programs.

The first is the National Crosswalk Service Center's crosswalk, which connects Standard Occupation Codes (SOCs) to Classification of Instructional Program (CIP) codes. The second is Georgia State University's Occupational Supply and Demand System, which provides the same type of information on linkages from an alternative theoretical perspective. The inputs to this process are then the classification of

APPENDIX B: DATA SOURCES & METHODOLOGIES

every training program to a CIP code and every occupation to a SOC code. To determine potential gaps, we link demand for occupations (via SOC) to the production of trained graduates (via CIP) and examine balance.

In many cases this process requires the combination of occupations into occupational groups rather than looking at specific occupation-level supply/demand numbers. The end results are tables that allow us to use the occupational data to identify critical occupations. The metrics used included details on the demand for occupations and occupational groups within the two relevant clusters, the total demand for trained works across the occupational groups, the total supply of available workers to meet those demands and both one-year and five-year forecast gaps between the demand for workers and the available supply in the critical occupation groups.

Part of this process was informed by a market snapshot of job seeker/postings data for the region from by Help Wanted Online and the Conference Board. These data indicate the number individuals seeking a job in each occupational code and how many jobs are currently available for that code. This does not capture the entire market for a given occupational category but it does present a broad overview of current market conditions.

Supply information was enhanced by data extracted from the National Center for Educational Statistics (NCES) for all relevant education institutions within the area.

APPENDIX B: DATA SOURCES & METHODOLOGIES

One and five-year forecasts are derived from internal Haas Center models based on market conditions, historical enrollment patterns, and overall economic activity, among other factors. These data indicate how well the education/workforce training system could be expected to meet workforce demands in the relevant occupations/groups over the next year and the next five years.

APPENDIX C: DEFINITIONS

For the purposes of the earnings analyses presented in the document, industry clusters are defined as follows:

- **Information Technology** = NAICS Codes 425110, 511210, 518210, 541511, 541512, 541513 and 541519
- **Advanced Manufacturing** = NAICS Codes 31-33
- **Accommodation and Food Services** = NAICS Code 72

Average earnings per job = Total annual earnings of a regional industry (wages, salaries, profits, benefits, and other compensation) divided by the number of jobs in the industry.

CAREERSOURCE ESCAROSA

LOCAL WORKFORCE DEVELOPMENT PLAN

ATTACHMENT E

MEMORANDUM OF UNDERSTANDING

VOCATIONAL REHABILITATION

REGION #1
ESCAROSA CAREER CENTER
MEMORANDUM OF UNDERSTANDING
BETWEEN
WORKFORCE ESCAROSA, INC.
AND
THE DIVISION OF VOCATIONAL REHABILITATION, AREA 1

1. INTRODUCTION: Various agencies provide specific and diverse employment and training services at and from varying locations in Escambia and Santa Rosa Counties, Florida. In order to provide such services in a way to better serve customers and help them benefit from such services, the local area partners deem it appropriate to agree and cooperate with each other for the establishment and operation of the Escarosa Career Center/System for the two county area.

The Escarosa Career Center/System provides an integrated delivery of employment and training services for our customers in Escambia and Santa Rosa Counties seeking employment services, labor market information, extensive job linkages, services and resources broadened via technology, easier access to training, and quality assurances for the universal customer.

2. PARTIES TO THIS MEMORANDUM OF UNDERSTANDING: This Memorandum of Understanding (MOU) is hereby entered into by and between the Workforce Escarosa, Inc. (Escarosa) and The Division Vocational Rehabilitation, Area 1 (VR).

3. PURPOSE OF THIS MOU: The purpose of this MOU is to set forth the general conditions under and by which agencies will participate and contribute to the establishment and operation of the Escarosa Career Center/System.

The purpose of this MOU is to establish an agreement between the above mentioned entities concerning their respective roles and responsibilities for implementation of the provisions of section 121(c)(2) of Title I of the Workforce Investment Act (WIA) of 1998.

This agreement is to coordinate resources to prevent duplication and ensure the effective and efficient delivery of workforce services in Santa Rosa and Escambia Counties, Florida. In addition, this agreement will establish joint processes and procedures that will enable partners to integrate the current service delivery system resulting in a seamless and comprehensive array of education, human services, job training, and other workforce development services within Escambia and Santa Rosa Counties, Florida.

Parties to this document shall coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies. Functions or separateness mandated by state statute or public law will not be violated or abridged in the pursuit of co-location of center partners. The parties to this MOU, together, hereby agree to ensure that the following WIA principles are

implemented:

Universal Eligibility -- All customers, including those with special needs and barriers to employment, will have access to a core set of services at each Escarosa Career Center, designed to provide information to make career and labor market decisions. Core, intensive training, and support services will be made available on-site and through multiple off-site locations. Both electronic access and personal service delivery choices also will be a part of our services.

One-Stop Approach -- All customers may explore work preparations and career development services and have access to information on employment, training, and adult occupational education programs. Services will be made available through the Escarosa Career Centers, through multiple off-site locations, or through an electronic system convenient to the customer.

Individual Choice -- Customers will have access to a multitude of career, skill, employment, and training information to obtain the services and skills they need to enhance their employment opportunities, based on their individual needs.

Greater State and Local Flexibility -- With the integration of services through a one-stop delivery system, the state and local entities will have the flexibility to implement an innovative and comprehensive workforce investment system. All partners will jointly negotiate processes for client flow, job development, referrals and placement, staff capacity building, space requirements, standards of operations, and resolution of problems/disputes with other Escarosa Career Center/System partners.

Greater Role for Elected Officials -- State and local one-stop partners have the flexibility to tailor delivery systems to meet the particular needs of individual communities. Escarosa has designated a One Stop Consortium, known as the One Stop Governance Committee, as the one stop operated for our two county area. This designation requires a joint planning process to develop and require participation by all Escarosa Career Center/System partners and operators. This process will assist with identifying the needs of the local workforce and the business community, and with setting priorities for services based on those needs. Furthermore, all partners will participate in a process of program review (to include feedback on customer satisfaction) and continuous improvement to offer the best possible services and seize opportunities for further integration/coordination. VR is a partner to our service delivery and is therefore considered to be a member of the One Stop Consortium.

Greater Accountability -- State, localities and training providers will be accountable for their performance. The design and management of the Escarosa Career Centers and the delivery of services must be responsive to meeting the needs of the customers. Customer satisfaction will be a key measure of accountability. Subject to confidentiality constraints, all partners will participate in an integrated intake, referral, client tracking system, and customer satisfaction surveys operated through the Escarosa Career Center/System.

The establishment of a network of One-Stop Career Centers is designed to accomplish the following:

- To eliminate unwarranted duplication of services, reduce administrative costs, and enhance participation and performance of customers serviced through the system.

- To establish guidelines for creating and maintaining a cooperative working relationship, to facilitate joint planning and evaluation of services, and to develop more efficient management of limited financial and human resources.

- To build a workforce development system that will dramatically upgrade Florida's workplace skills -- economically benefiting employees, employers, the state, and the nation.

4. GOVERNANCE STRUCTURE FOR THE ONE-STOP CENTER:

a. GOVERNANCE COMMITTEE -- Escarosa Career Center partner agencies/organizations will designate a representative in writing– to include The Division Vocational Rehabilitation, Area I -- to serve as a member of the One-Stop Governance Committee. Escarosa's Director shall act as the facilitator of the Governance Committee and will work with our partners to identify issues or concerns regarding customer flow and services within the Escarosa Career Centers.

Items not resolved by the Governance Committee will be taken to Escarosa's Career Council Committee for review and consideration.

b. GOVERNANCE COMMITTEE RESPONSIBILITIES --
In tier fashion: The One-Stop Governance Committee reports to the Career Council Committee as needed; the Career Council Committee reports to the Escarosa Board of Directors. One-Stop Governance Committee duties and responsibilities include, but are not limited to:

(1) Identifying issues, problems, or concerns related to Escarosa Career Center staff, agency/organizational interaction, center/program operations and performance, customer flow, and customer services.

(2) Resolving those issues, problems, or concerns at the lowest possible tier level.

(3) Advising and assisting the Escarosa Career Center with personnel, fiscal and operational matters, as required.

(4) Accepting and reviewing Career Center performance reports from the partner agencies/organizations and Career Center Operator each month. Coordinating with those same entities to sustain/improve operations, services, performance, and staff/customer satisfaction.

(5) Providing Career Center performance summaries to the Career Council Committee at least once each quarter.

(6) Ensuring that all relevant federal, state, and local policies and procedures are properly incorporated into Escarosa Career Center operations.

5. THE DIVISION VOCATIONAL REHABILITATION, AREA 1 RESPONSIBILITIES:
As a partner in the Escarosa Career Centers in Pensacola, Century and Milton, Florida and party to this MOU, THE DIVISION OF VOCATIONAL REHABILITATION (VR) shall:

a. **OPERATIONAL** --

(1) Retain management and supervisory authority for VR staff employees assigned to the Escarosa Career Center.

(2) Maintain and provide up-to-date VR information to customers via Escarosa Career Center Core Services.

(3) Arrange to have VR staff available to respond to customer questions related to VR that may arise during Core Service activities.

(4) Accept and process customers referred by other Escarosa Career Center/System partners, and provide VR program eligibility determination services to all customers interested in VR program services.

(5) Provide VR services to program eligible customers.

(6) Refer customers demonstrating an interest in and possibly eligible for partner agency/organization program services, as appropriate. Referrals and customer-related information may be coordinated/forwarded directly or via electronic linkages.

(7) Coordinate customer needs with Escarosa Career Center System partner agencies/organizations to reduce or eliminate duplicated services and, whenever possible, to develop the best mix of services.

(8) Ensure VR staff attend, participate in, and contribute Escarosa Career Center cross training activities, as needed.

(9) Comply with Escarosa Career Center common area rules and responsibilities presented in **Attachment A**.

(10) Provide reports on VR program performance and customer satisfaction to and in accordance with Escarosa Career Center Operator requirements.

(11) Support and cooperate with the Escarosa Career Center and other Career Center/System partner agencies/organizations to ensure all federal, state, and local laws, regulations, policies and procedures are applied to Career Center/System operations; to successfully integrate staffs; to develop and streamline multiple program/funding procedures; to eliminate duplicative services; and to maximize Escarosa Career Center operations, customer services and customer satisfaction.

b. FISCAL --

(1) Provide wages and fringe benefits for all VR staff assigned to the Escarosa Career Center.

(2) Fund eligible customer services not funded by comparable benefits and services.

(3) Fund all VR supplies and resource materials.

(4) Coordinate with the Escarosa Career Centers regarding staff numbers and schedules, office space and equipment requirements, and cost sharing responsibilities – all of which will be clearly defined in a separate document.

6. ESCAROSA RESPONSIBILITIES: As an Escarosa Career Center partner and a party to this MOU, Escarosa shall:

(1) Administer and oversee Workforce Investment Act (WIA), Welfare Transition Program, Wagner-Peyser services to include Unemployment Compensation, and other programs as funded by the Workforce Florida, Inc., and/or the Agency for Workforce Innovation, and activities within Escambia and Santa Rosa Counties, Florida, as directed by federal, state and local authorities.

(2) Provide, coordinate, and – when necessary -- interpret federal, state and local laws, regulations, policies and procedures applicable to program operations.

(3) Provide funding in support of local operations, as available and authorized.

(4) Coordinate, assist with, and arrange for office space and equipment to support VR staff participating in Escarosa Career Center operations. When possible and necessary, attempt to assist VR with space and equipment requirements. When equipment becomes available, Escarosa will notify all Escarosa Career Center partners and will honor requests on a first to ask/most in need – first to receive basis.

(5) Serve as a primary point-of-contact and – when necessary serve as a mediator – for issues and concerns that arise and threaten Escarosa Career Center operations, customers, service providers, and/or performance outcomes.

(6) Serve as the focal point for all Escarosa Career Center performance measures and performance outcomes.

(7) Identify partner agencies to participate in the One Stop Consortium to serve as the Escarosa Career Center operator. Closely coordinate with the Operator to optimize Escarosa Career Center System operations and customer services.

7. CONFIDENTIALITY POLICY: All client/customer files and personal information will be processed and maintained as CONFIDENTIAL information, in accordance with applicable federal, state and local laws, regulations, policies and procedures. Client/customer information sharing between Escarosa Career Center partner agencies and organizations is permitted; however information sharing will be conducted on a strict need-to-know basis. Information sharing is allowed only after the organization/staff having the information cites the client/customer's written authorization to release personal information, verifies that the person(s)/organization(s) to receive the information are authorized recipients, and confirms that the recipient(s) understands the need to maintain the information as confidential. A copy of the client/customer authorization form and a detailed record of all information exchanges shall be maintained in the client/customer file.

8. ESCAROSA GRIEVANCE PROCEDURES: **Attachment B** provides Escarosa Grievance Procedures applicable to all Escarosa Career Center operations and participants, subcontractors, employers and interested persons or their representatives. Escarosa partner agencies must ensure that all staff assigned to the Escarosa Career Center, program participants, and employers who receive program funding/services (e.g., On-the-Job Training wage reimbursements) read and sign a copy of B. An authorized, parent agency/organization staff member must also sign the form as witness. Forms with the program participant's/employer's original signature are placed into participant files. Forms with the subcontractor's and program staff member's original signatures are delivered to the Escarosa Equal Opportunity Officer for file.

Grievances not involving the Escarosa Career Center or Escarosa funded programs/activities will be processed using Vocational Rehabilitation procedures only. However, grievances that do concern the Escarosa Career Center or Escarosa Board funded programs/activities must be processed in accordance with Escarosa grievance procedures.

9. AMENDMENTS/CANCELLATION: Amendments to this MOU must be provided in writing and in advance of effective date(s) to the One-Stop Governance Committee and must be signed by both parties. After being reviewed by the Governance Committee and Career Council the MOU and any amendments shall be considered approved.

Federal and state laws and regulations require that an MOU exist between the Workforce Investment Board and an agency/organization providing services at One-Stop Centers. Federal and state laws and regulations further mandate that certain agencies/ organizations participate in One-Stop Centers. Therefore, it is incumbent upon all parties to negotiate solutions to differences/problems that threaten the MOU and/or the Escarosa Career Center/System. In a case where all internal efforts fail to correct the situation, the unresolved issue(s) will be forwarded to higher authorities at local, state and/or federal levels. A jointly signed cover letter will be attached to that correspondence. Vocational Rehabilitation is a required One-Stop Center participant. This MOU is subject to availability of resources and funds, and may not be cancelled without specific written approval from a properly empowered government authority.

10. MOU EFFECTIVE PERIOD: The MOU becomes effective on the date signed by both parties, whichever is later, and remains in effect until terminated, in writing, by either party.

11. AUTHORIZATION FOR SIGNATURE:

By signing this document, all parties agree that the provisions contained herein are Subject to all applicable federal, state and local laws, regulations and/or guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants, and maintenance of records and other confidential information relating to one-stop customers.

IN WITNESS WHEREOF, the parties hereto cause this MOU to be executed by their undersigned officials as duly authorized.

WORKFORCE ESCAROSA, INC.

BY: _____
Susan B. Nelms, Executive Director

DATE: 11/7/08

THE DIVISION OF VOCATIONAL REHABILITATION, AREA 1

BY: _____
Brenda D. Moorer, Area Director

DATE: 11/6/08

ATTACHMENT A
COMMON AREA RULES AND RESPONSIBILITIES
ESCAROSA CAREER CENTER
(PARTNERS ONLY APPLY THOSE RULES AND REGULATIONS FOR THE CENTER(S) IN WHICH THEIR STAFF IS PHYSICALLY LOCATED.)

Common area requirements and responsibilities are overseen, coordinated and managed by the Escarosa and shared by all partner agencies/organizations physically co-located in the One-Stop Career Center. In the case of Pensacola One-Stop Career Center, common area requirements and responsibilities include:

a. AC/HEAT - Controlled by the landlord (building owner). There are locks on the thermostats. Adjustments to temperatures must be made by the landlord. Issues regarding building temperatures should be directed to the WIA Administrative Assistant (Pensacola), for the AWI Supervisor (Milton).

b. ALARM SYSTEM/BUILDING ACCESS - The janitorial staff normally sets the building alarm system at 7:30 or 8:00 p.m., except on Fridays. Designated One-Stop Career Center Operator staff arm the alarm system on Friday at 5:00 p.m. The alarm system automatically clears itself each work day at 6:45 a.m. Staff not assigned an alarm system code may gain entry or remain in the building between 5:00 p.m. and 6:45 a.m. and on holidays and weekends. To do so, staff must advise the designated center staff member in advance of the days on which they require special access. (Applies to Pensacola only)

c. APPEARANCE/DRESS - One-Stop Career Center staff must maintain a consistent and professional, business office appearance. While no specific written dress code policy has been published; most agencies/organizations have a verbal code/expectations. Dress should be consistent with the type of work being performed and degree of staff visibility to the public (customers). More relaxed dress down codes may be designated to accommodate specific occasions/activities -- e.g., cleaning/moving days, special staff activities, etc. Designated dress down should be the exception. Escarosa together with in-house partner managers, determine, disseminates and enforces routine and relaxed dress code requirements. Dress codes define the accepted minimum and describe the clearly unacceptable.

d. BATHROOMS – Specific restrooms have been designated for staff and customers. In Pensacola, staff restrooms are located near first and second floor break rooms/kitchens. Customer restrooms are located in the first floor lobby and near in proximity of the second floor elevator/stairway. In Milton, all bathrooms are customer and staff facilities. To promote building security and safety, all customers should be directed to use customer restrooms. Special circumstances may lead staff to make occasional exceptions. In those cases, staff should escort the customer between the work area and restroom.

e. CLERICAL SUPPORT - Each partner agency/organization provides its own clerical support and may occasionally be required to assist with core services and general reception area clerical requirements. Core services and reception clerical duties include, but are

not limited to: answering telephones; taking/routing telephone messages and FAX copies; light typing, copying forms and correspondence; collecting, sorting, routing and delivering mail, etc. Core services and general reception clerical assignments will be made by Escarosa's designee in conjunction with partner agency/organization management. Those assignments are scheduled on a rotating basis and will be fair and equitable.

f. COFFEE/KITCHEN: All One-Stop Career Center partner agencies/ organizations contribute to covering kitchen cleaning costs. The One-Stop Career Center Operator is responsible for managing those contributions and expenses. Partner staff who use the kitchen should clean behind themselves immediately after using the facilities. The One-Stop Career Center facilities designee may establish an end-of-day clean-up schedule, with all One-Stop Center partners participating on an equitable, rotating basis. The janitorial service staff are not required to perform kitchen clean-up.

g. COMMUNITY REALITY - The community views the One-Stop Career Center as a single organization. While One-Stop staff come from different agencies, we all work together to serve the universal customer. Therefore, One-Stop staff must cooperate so that we may assist all our customers. It is important that staff consistently demonstrate friendly and courteous attitudes. Staff members are expected to work together as a team toward customer satisfaction and One-Stop performance objectives.

h. COMPUTER USAGE - Computers are to be used for business purposes only. One-Stop Career Center resource room computers are for customer use. Computer games and inappropriate use of INTERNET services are unacceptable practices. Customers have priority on resource room computers. The Resource Room Specialist monitors computer usage.

i. CONFERENCE ROOMS - Conference rooms and training/testing rooms are controlled by the WIA Administrative Assistant – Pensacola, and the AWI Supervisor - Milton. All One-Stop staff and their parent agencies/organizations may use those facilities. Staff supervisors may schedule use of conference rooms and training/testing rooms via the One-Stop Career Center's computer system. Master schedules are maintained in the "Schedule Plus" program. Supervisors will attempt to resolve competing schedule conflicts at the lowest level. When necessary, the designee for the appropriate center will have final say on conference room and training/test room scheduling.

j. COPIERS – One-Stop Career Center staff may use any/all copiers located in the Career Center. Copiers or logs track agency/organization usage by program and volume. Accurate tracking supports equitable cost sharing. All users must identify themselves to the copier or log in usage. Staff who experience a problem with a copier should ask for assistance from the designated point-of-contact for the copier in question. Name and location of the point-of-contact is posted on the copier.

k. COURTESY - Staff are to be always courteous to each other and to customers. Apply the Golden Rule.

l. CUSTOMER SERVICE - The customer is our number one priority. Meeting/exceeding customer needs is our livelihood, purpose and reason for being a part of the One-Stop Career Center. Information/job seekers and employers are both primary customers.

m. DOOR CODES - Career Center door codes promote personal safety and building security. Staff will not give out door codes to unauthorized people. The WIA Administrative Assistant changes door codes whenever a possible compromise has been determined to have occurred. Before a staff member keys in the door code, he/she must ask all non-staff persons to move back from the door/ or block their view of the key panel. Staff are to report any possible door code compromise to the WIA Administrative Assistant immediately. (Pensacola Only)

n. EMERGENCY/DISASTER PREPAREDNESS - For the safety of all persons working in and visiting the Escarosa Career Centers, all staff -- regardless of parent agency – must familiarize themselves with and closely follow One-Stop Career Center emergency/evacuation policies and procedures that are developed and implemented by Escarosa.

o. FAX MACHINE USAGE - Like computers, One-Stop Career Center FAX machines are for business use only. Document confidentiality is a critical concern. Staff expecting to receive FAXed information must ensure all staff attending the FAX machine(s) are aware of the sensitivity level of the unit's information and are properly instructed on handling/routing procedures. When especially sensitive information is expected via FAX, unit staff may elect to attend the FAX machine until such information is received. One-Stop staff may authorize customers to use FAX machines. If so, staff must ensure that those customers understand FAX operating procedures and further ensure that sensitive/confidential material is not compromised to customers. Staff who attend FAX machines must ensure that all incoming FAXes are properly handled and routed. When necessary, FAXed material will be placed into an envelope, properly routed via the mail distribution center or – when required -- personally delivered to its recipient.

p. JANITORIAL SERVICE: Janitorial services are provided by the landlord (building owner) – Pensacola, and under contract for Milton. Any One-Stop Career Center staff member noticing areas that require additional attention should provide appropriate details in writing to the WIA Administrative Assistant – Pensacola, and to the AWI Supervisor - Milton. Those items will be brought to the attention of the janitorial crew and/or landlord as appropriate. For minor discrepancies, staff may leave written notes for the janitorial crew.

q. MAIL - Mail Center procedures are established and overseen by the One-Stop WIA Administrative Assistant - Pensacola. In emergency situations, other One-Stop Career Center partner agencies/organizations may be asked to help with mail center responsibilities

r. PARKING - The Escarosa Career Centers do not have assigned parking spaces. However, staff are asked to park not part directly infront of the building and to save front spaces for customers. Staff should not use handicapped spaces unless they have an appropriate sticker or decal.

s. RECEPTIONISTS – The One-Stop Career Center has a front door greeter Station. Greeters are provided by Older Workers and Escarosa with some assistance from other partner agencies/organizations as required. All partner staff who schedule appointments should instruct their clients to ask for the staff member by name or program activity. The greeter will then direct or escort the customer to the proper room/location. Any staff member who sees a customer who is unattended, appears confused or in need of help should immediately offer assistance. For special events, please notify the front desk so that they will be able to provide directions to the meeting room for the special event. Good coordination between partners will result in more seamless and professional services to our customers.

t. RECYCLING - If possible, recycling should be promoted within the Career Centers. Escarosa is seeking to reinstate a recycling program within all career centers.

u. SMOKING – Designated smoking areas are posted for all career centers. Staff will be required to adhere to those smoking areas.

v. SOCIALIZING - Friendship and sharing is encouraged. However, anything that would appear to the customer as a waste of time must be avoided. Loitering (standing around) should not occur. All staff must be aware of customers and sensitive to the needs of co-workers when talking near work spaces, especially when in switchboard and clerical areas.

w. STORAGE - Storage space is very limited in the One-Stop Career Centers. Staff needing to store something temporarily should coordinate storage requirements with the designated facility manager. Long term storage may be very difficult. If the Escarosa Career Center can not accommodate the requirement, long term storage will be the sole responsibility of the partner agency/organization which owns the items(s). Career Center partners must ensure that useless, unwanted and broken items are not abandoned and are quickly removed from the work area. Property owners are responsible for removing and disposing of such items.

x. SUPPLIES - Each partner agency/organization is responsible for its staff supplies. Staff may borrow supplies from another unit, once they have first checked with that unit to determine if the required supplies are available. Borrowed items will be returned or replaced as soon as possible.

y. TELEPHONE USAGE – Local personal calls are allowed as long as they are kept to a minimum and short duration. Customers may use telephones for local business calls. Specific One Stop staff has access to long-distance codes. Long distance is only allowed for business related calls, and all participants wishing to make a long-distance call must have staff approval and involvement.

z. VENDING MACHINES. All One-Stop staff are welcome to use the vending machines. Any staff member who loses money in a vending machine should place a post-it note on the machine, indicating his/her name, location, and the amount of money lost. The vending company representative will return your money. (Pensacola Only)

Workforce Investment Act (WIA), Trade Adjustment Act (TAA), Welfare Transition (WT/TANF) and Wagner-Peyser (WP) Program participants and other interested parties (e.g., contractors, One-Stop partners, and employers) affected by a decision or actions of the local workforce system have a right to file grievances/complaints with the local Workforce Investment Board (WIB). The grievance/complaint should be filed with Workforce Escarosa, Inc., in accordance with the below listed procedures. In the event you submit a grievance/complaint not under the authority of Workforce Escarosa, Inc., Workforce Escarosa will notify you within 5 working days from the receipt of the grievance/complaint of the relevant agency responsible for the grievance/complaint.

Sexual Harassment Policy

An individual or entity desiring a copy of the Workforce Escarosa Sexual Harassment Policy should write or call Workforce Escarosa, Inc., 9111 Sturdevant Street, Suite A, Pensacola, FL 32514; telephone number (850) 473-0939, or visit our website at www.workforceescarosa.com; Workforce Escarosa.

Criminal Fraud and Abuse

The procedures for reporting such incidents and instructions for completing the incident reporting form can be found at the following web site: http://www2.myflorida.com/awi/pdg/incidentreport/default.htm The form should be completed and mailed to: USDOL Office of Inspector General, Office of Investigations, Room S5514, 200 Constitution Avenue NW, Washington, D.C. 20210 or to USDOL South East Regional Inspector General for Investigations, Office of Investigations, Sam Nunn Atlanta Federal Center, 61 Forsyth Street, SW, Suite 6T1, Atlanta, Georgia 30303. Reports or complaints alleging fraud and abuse may also be reported through the USDOL Hotline at 1-800-347-3756.

Reporting Discrimination Complaints

To receive forms and procedures for filing discrimination complaints call AWI at (850) 488-7228 ext 1330, 1340, 1338 or visit the following website:**http://www2.myflorida.com//awi/pdg/civilrights/forms.pdf**
You may file a discrimination complaint directly with the Workforce Escarosa EO Officer, Mrs. Janay Sims, 9111 Sturdevant Street, Suite A, Pensacola, FL 32514, (850) 473-0939. A **WIA/TAA** complaint file with the U.S. Department of Labor, Civil Rights Center Discrimination Complaints 200 Constitution Ave., NW, Room N-4123 Washington, D.C. 20210 **and** a copy mailed to AWI, Office for Civil Rights, Suite 150, Caldwell Building, 107 East Madison Street, Tallahassee, Fl 32399-4129; **and** with the EEOC Tampa Area Office 501 East Polk Street, 10th floor Tampa, FL 33602 (813) 228-2310 or TTY (813) 228-2003. A **WT** complaint must be filed with U. S. Department of Health and Human Services, Office of Civil Rights, Inspector General, Sam Nunn Atlanta Federal Center, 61 Forsyth Street, SW, Suite 3B70, Atlanta, GA 30303 **and** a copy mailed to AWI, Office for Civil Rights, Suite 150, Caldwell Building, 107 East Madison Street, Tallahassee, Fl 32399-4129; **and** with the EEOC Tampa Area Office 501 East Polk Street, 10th floor Tampa, FL 33602 (813) 228-2310 or TTY (813) 228-2003. You may file electronically at the following address civil.rights@awi.state.fl.us. A **WP** complaint may be filed directly with a local-office EO Officer or with the U.S. Department of Labor, Civil Rights Center Discrimination Complaints 200 Constitution Ave., NM, Room N-4123 Washington, D.C. 20210. If the person filing the complaint is sight or speech impaired, they should call the Florida Relay System at 1-800-955-8771 (TDD) or 1-800-955-8770 for voice assistance.

Filing a Grievance/Complaint and request for Hearing/Appeal with Workforce Escarosa, Inc.

An **WIA/TAA/WT** individual or entity, adversely affected by a Workforce Escarosa action, to include but not limited to: displacement of employee; denial or termination as a **WIA** training provider; denial of eligibility as a **WIA OJT/EWT** or customized training provider; participant sanctioned for using controlled substances; termination of program eligibility or sanctioning for non-compliance with work activities, may submit a Grievance/Complaint or hearing request. Submissions should be concise and clearly written or typed; state the facts, laws, procedures, etc. that the grievant/complainant believes to be relevant for review; and must include a legible address where official notices may be mailed to the grievant/complainant; include the words **REQUEST FOR A HEARING** at the top of the first page in capital letters; and specifically state the type of violation and nature of the action that is the subject of the grievance. The grievance shall be no longer than five pages (exhibits and attachments

are not included in the five-page limit) and submitted to Workforce Escarosa, Inc., Executive Director, 9111 Sturdevant Street, Suite A, Pensacola, Fl 32514. If possible Workforce Escarosa will attempt to resolve the grievance/complaint informally. If the matter cannot be resolved informally, Workforce Escarosa must establish a hearing date, complete the hearing and issue a decision within a 60-calendar day time frame from the date the grievance/complaint was filed. When the matter is not resolved informally, you will be notified by certified mail return receipt at least 15 calendar days prior to the hearing. The written hearing notice will include: hearing procedures, date, time, and place of the hearing; pertinent sections of the WIA, WT, and any federal regulations involved. Affected parties may be represented at the hearing by an attorney or other representative, and may present witnesses or documentary evidence at the hearing. The parties will receive a written decision of the hearing within 30 calendar days after the hearing by certified mail return receipt requested. Individuals alleging a labor standards violation may submit the grievance/complaint to binding arbitration procedure if the affected parties are covered by a collective bargaining agreement. WP participants may file discrimination complaints against the Agency for Workforce Innovation (AWI) or its employees or complaints alleging discrimination by an employer. Special handling procedures are required for complaints filed by Migrant and Seasonal Farm Workers (MSFW). Workforce Escarosa shall attempt to resolve the MSFW complaint. If the MSFW complaints cannot be resolved within five working days of receipt of complaint by Workforce Escarosa, the complaint form and copies of all documents in the complaint file are forwarded to the Agency for Workforce Innovation, Monitor Advocate Office, Caldwell Building-Suite 150, 107 East Madison St, Tallahassee, FL 32399-4133. Attention: Senior Monitor Advocate.

*Note: Individuals with a disability needing special accommodations shall call Workforce Escarosa at (850) 473-0939 or fax at (850) 473-0935 at least five working days prior to the hearing and state what special accommodation requirements are needed in order to participate in the hearing.

Right to Appeal

An individual, or entity, adversely affected by Workforce Escarosa's actions or decisions can file an appeal with the State WIA/TAA Administrative entity. An appeal may be made to the federal level (USDOL) if the state has not conducted a hearing or made a decision regarding the grievance/complaint **within the mandated 60-calendar day timeframe**, or if either party is dissatisfied with the state hearing decision. If the AWI Administrative Entity in conjunction with State Board staff determines that a grievance/complaint filed at the State level should have been decided at the local level, then the grievance/complaint may be remanded back to Workforce Escarosa.

Filing a Grievance/Complaint and request for Hearing/Appeal at the State Level

Because of the many types of grievances/complaints and level of hearing/appeals allowed under WIA/TAA/WT regulations, AWI staff working in conjunction with the State Board staff will be responsible for reviewing and determining the appropriate processing of requests/appeals filed at the State level. The following procedures should be followed when filing a grievance/complaint and/or requesting a hearing/appeal regarding a Workforce Escarosa decision. The request and/or grievance /complaint for a hearing appeal should be clearly identified at top of the first page, i.e., REQUEST FOR HEARING. The written hearing request should not exceed five pages (not including attachments) and should state the facts, procedures, etc. that the grievant/complainant believes to be relevant for review and, if applicable, shall include any written decision made by Workforce Escarosa and an address where official notices may be mailed to the grievant/complainant. The request shall be sent by certified mail return receipt to AWI, Office of General Counsel, Caldwell Building-Suite 150, 107 East Madison Street, Tallahassee, FL, 32399-4128. The grievant/complainant and Workforce Escarosa will be contacted at least 5 working days of receipt of the complaint to attempt an informal resolution. If informal methods do not resolve the issue, then a hearing will be scheduled. The complainant/ grievant will be notified of the specific procedures for the hearing and will receive a decision within 60 calendar days from receipt.

State and Federal Level Appeal Process

If AWI has not reached a decision on the appeal of a local decision or the grievant disagrees with the decision, the grievant/complainant can file an appeal to USDOL no later than 60 calendar days of receipt of the decision being appealed. That request is submitted by certified mail, return receipt to Secretary USDOL, Attention: ASET, Washington, D.C. 20210. A copy of the appeal must be simultaneously provided to AWI (address above). Actions that may not be appealed to USDOL include: sanctions applied at the local level for using a controlled substance; sanction for non-compliance with work activities; or denial of eligibility as a WIA/TAA training provider. WP states that non-ES related complaints (employment, discrimination, health and safety, etc.) must be forwarded as soon as possible after being received, to AWI, Office of General Counsel, Caldwell Building-Suite 150, 107 East Madison St, Tallahassee, FL, 32399-4128, or to the appropriate federal agency with a copy of the complaint sent to AWI Office of General Counsel. If the WP complaint is not resolved within 15 working days, then the complaint and associated file documents are forwarded to the AWI, Office of One-Stop and Program Support, Caldwell Building-Suite 105,107 East Madison St, Tallahassee FL 32399-4133, Attention: ES Complaint Coordinator.

I certify that I have read and understand my rights and responsibilities as enumerated above.

Participant/Service Provider/ Employee/ Employer or Other Signature & Date

As a representative of Workforce Escarosa, I verify that the above-signed individual has read the Grievance Hearing/Appeal Procedures and has indicated an understanding of it.

Workforce Escarosa Representative Signature & Date

CAREERSOURCE ESCAROSA

LOCAL WORKFORCE DEVELOPMENT PLAN

ATTACHMENT F

MEMORANDUM OF UNDERSTANDINGS

OTHER PARTNER AGENCIES

EXHIBIT "A"

MEMORANDUM OF UNDERSTANDING
BETWEEN WORKFORCE ESCAROSA, INC.
AND THE DEPARTMENT OF ECONOMIC OPPORTUNITY

FOR THE DELIVERY OF WAGNER-PEYSER FUNDED
EMPLOYMENT SERVICES AND OTHER
WORKFORCE PROGRAM SERVICES PROVIDED BY THE DEPARTMENT

The following Memorandum of Understanding (Agreement or MOU) sets forth the terms of agreement for cooperation and consultation between the Department of Economic Opportunity (Department or DEO), and WORKFORCE ESCAROSA, INC. (Board), with regard to the workforce program services delivered by Department staff in the One-Stop System established within Workforce Region 1.

I. Applicable Workforce Programs

This Agreement covers the delivery of the following Department program services, hereinafter collectively referred to as "Department program services":

- Employment services funded under the Wagner-Peyser Act of 1933, as amended, including services to reemployment assistance claimants, veterans and migrant and seasonal farm workers.
- Workforce activities authorized under Title 38 U.S.C., Chapter 41, including dedicated job counseling, training, and placement for veterans.
- Trade Adjustment Assistance Program (TAA)
- Other workforce program services that may be directly provided by the Department.

II. Governing Law

The Workforce Investment Act (WIA) of 1998 and Chapter 445, Florida Statutes, are the principal laws that govern the Board and the Department relative to the delivery of Department services within the One-Stop system established by the Board. The Department and the Board shall also comply with the applicable federal and state laws and rules including relevant provisions of the Code of Federal Regulations and Office of Management and Budget (OMB) Circulars that govern each of the above referenced Department program services.

III. Purpose of MOU

It is the purpose of this Agreement to establish an organizational framework to integrate the delivery of Department program services into the One-Stop delivery system established by the Board. The Agreement satisfies the requirements contained in the Workforce Investment Act of 1998 for a MOU between the Department and the Board and the requirements contained in Chapter 445, Florida Statutes for the delivery of these services within the locally managed One-

Stop delivery system. The MOU defines the partnership between the Department and the Board to provide Department program services in a coordinated, seamless and customer friendly manner within the locally established One-Stop delivery system. The relationship between the Board and the Department is also defined by the performance agreement executed between the Department and the Board.

IV. Duration of Agreement

This MOU shall be in effect for the duration that the Board continues to provide the services under the Grantee - Subgrantee Agreement.

V. Description of the One-Stop System

The WIA regulations at 20 CFR 652.216 state: "The One-Stop system delivery envisions a partnership in which Wagner-Peyser Act labor exchange services are coordinated with other activities provided by other partners in a One-Stop setting. As part of the local Memorandum of Understanding, the State agency, as a One-Stop partner may agree to have staff receive guidance from the One-Stop operator regarding the provision of labor-exchange services. Personnel matters, including compensation, personnel actions, terms and conditions of employment, performance appraisals, and accountability of merit-staff employees funded under the Act, remain under the authority of the State agency. The guidance given to employees must be consistent with the provisions of the Act, the local MOU, and applicable collective bargaining agreements."

Subsection 445.009 (3)(b), Florida Statutes states: "Employment services must be provided through the one stop delivery system, under the guidance of one-stop delivery system operators. One-stop delivery system operators shall have overall authority for directing the staff of the workforce system. Personnel matters shall remain under the ultimate authority of the Department. However, the one-stop delivery system operator shall submit to the Department, information concerning the job performance of employees of the Department who deliver employment services. The Department shall consider any such information submitted by the one-stop delivery system operator in conducting performance appraisals of the employees."

A staffing structure chart that describes the site location and identifies the designated operator or managing partner for each One-Stop system/center established by the Board is attached to this MOU. The chart will identify the position classification and program assignment for Department staff assigned to each One-Stop system/center. Changes made to the designated operator or managing partner and changes made to the program assignment of staff shall be reflected on revised charts and submitted as a notice of change to the MOU by the party making the change to the other party.

All Department workforce program services will be integrated at these locations and delivered under the functional direction and management of the designated operator or managing partner of the One-Stop system/center where Department program staff is assigned. Although the One-Stop system operator or managing partner shall have overall authority for directing Department

staff assigned to local One-Stop centers, personnel matters, such as hiring and discipline, shall remain under the ultimate authority of the Department.

VI. Statement of Work

The Department shall retain fiscal responsibility and accountability for the administration of the funds allocated to it under the Wagner-Peyser Act and any other applicable federal and state laws for the workforce program services directly delivered by the Department. Each party to this agreement shall fulfill its responsibilities under the MOU in accordance with the provisions of laws and regulations that govern their respective activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provision or mandated operating procedure.

Department staff assigned to local one-stop centers shall follow the following procedures established by the One-Stop operator for referral of customers to other One-Stop partners.

DEO staff assigned to the local One-Stop centers shall deliver the Department program services listed in Section I of this Agreement. The delivery of these services shall be done in compliance with all applicable federal and state laws, including all required equal opportunity and non-discrimination laws. The Department shall be responsible for funding, directing, controlling, and delivering the workforce services provided by the DEO staff consistent with Federal guidelines and consistent with the direction provided by the Board. The day-to-day management of these services and DEO staff will be done under the supervision of the One-Stop operator or managing partner within the overall direction and guidance provided by the Department and as described in this Agreement. Any identified or perceived conflict in the direction provided to Department staff assigned to deliver these workforce services will be referred by the Board to the designated Department representative for resolution.

A. Workforce Investment Act/Wagner-Peyser

The Board and the Department agree to jointly plan for the use of resources available to each partner to ensure a coordinated and efficient approach to the delivery of customer services. The Department will notify the Board of the amount of anticipated revenue allocated to the workforce region for each program administered by the Board to use for planning purposes. The Department shall ensure that it meets the requirement in section 445.009, Florida Statutes that at least 90 percent of the Wagner-Peyser funding go to fund direct customer services. Both parties agree to share resources in supporting those core, intensive, and training related services common to each of the programs administered by each party according to an approved cost allocation plan. The approved cost allocation plan is incorporated by reference into this MOU.

The Department will support the Board in providing the following common core and intensive One-Stop services.

CORE SERVICES:

- Eligibility determination for Department program services

- Outreach, initial customer intake, and orientation to the information and other services available through the one-stop delivery system
- Initial assessment of skill levels, aptitudes, abilities and supportive service needs
- Job search and placement assistance, and where appropriate, career counseling
- Provision of Labor Market Information, including job vacancy listings in labor market areas, information on job skills necessary to obtain these jobs, and information relating to local occupations in demand and the earnings and skill requirements for such occupations
- Provision of information regarding the availability of supportive services available in the local area, and referral of such services, as appropriate
- Provision of information regarding performance and costs for eligible training providers
- Provision of information regarding how the local area is performing on the local performance measures
- Provision of information regarding filing of claims for reemployment assistance
- Provision of providing reemployment services.
- Unassisted access to job placement resources
- Referral to other appropriate workforce services
- Other core services as determined by the Board and allowable as an eligible activity under Department program services

INTENSIVE SERVICES (included but not limited to):

- Comprehensive and specialized assessments of customers' needs
- Development of an individual employment plan and service strategy to meet identified customer needs
- Group and specialized customer counseling
- Career planning
- Staff assisted job placement
- Referral to other appropriate workforce services
- Other intensive services as determined by the Board and allowable as an eligible activity under Department program services

TRAINING SERVICES:

- Referral to training services as appropriate

B. Trade Adjustment Assistance Act

When warranted because of trade-affected dislocations, Department staff will be assigned to the local One-Stop Center to determine the eligibility of trade-affected workers clients who are eligible for Trade Adjustment Assistance (TAA) benefits and services.

These staff, as well as other merit staff who provide case management for eligible TAA clients will ensure that eligible trade-affected workers receive all appropriate TAA benefits and services, consistent with federal and state requirements.

VII. Staffing

The Board has the authority to provide day-to-day supervision and direction to DEO merit staff employees and Other Personal Services employees as it relates to the operation of the One-Stop centers. Subsection 445.009(3)(b), Florida Statutes, limits the Department's right to delegate personnel management to the Board and requires that the ultimate authority remains with the Department. The Department can and will accept recommendations from the Board on all personnel matters with respect to the Department employees they supervise. Final action resulting from such recommendations will remain with the Department. The Board and the Department shall determine how the Board will provide recommendations to the Department regarding personnel matters with respect to Department employees and those procedures shall be incorporated by reference into this MOU.

The Board and the Department shall jointly complete a staffing structure chart that describes the Department staff structure within the Board's One-Stop delivery system. The staff chart shall be retained as the official organizational chart by the Department's Human Resources Management.

The One-Stop operator or managing partner shall designate a One-Stop site manager who shall be responsible for supervising the day-to- day operations for each local One-Stop center. Department staff shall follow the day-to-day guidance provided by the One-Stop site manager to ensure coordination and integration of Department program services with the operation of the local One-Stop center. The One-Stop site manager may designate other staff to assist and provide direction in the management of the center. Such designations must be clearly defined and communicated to prevent any confusion for Department staff. Department employees continue to be subject to the Department's leave and time distribution policies and procedures but shall notify and obtain concurrence from the designated One-Stop site manager regarding absences to ensure that leave is coordinated with other site partners and does not interfere with the on-going operation of the One-Stop center. Any disputes regarding leave requests by a Department employee shall be resolved by the Department's representative, as described in the following paragraph.

The Department shall designate a primary Department representative to resolve any personnel issues and disputes and be the signatory official for all personnel actions relative to Department staff assigned to the Board's local One-Stop centers. The designated Department representative will accept recommendations from the Board when determining the number and classification of assigned Department staff positions. The designated Department representative shall accept input and recommendations from the designated One-Stop site manager regarding personnel matters such as recruitment and selection of staff, assignment of staff, disciplinary and termination actions, performance evaluations, and other similar type personnel actions. Although recommendations provided by the One-Stop Site Manager shall be accepted by the Department when taking personnel actions, the ultimate decision for any personnel action

remains with the Department. The Department shall follow Chapters 110 and 112, Florida Statutes, Chapter 60L of the Florida Administrative Code, and as applicable, the Master Contract between the State of Florida and Public Employees Council 79 of the American Federation of State, County and Municipal Employees Union, AFL-CIO when conducting any personnel action.

Under the direction of the Board, the recruitment and selection of Department staff assigned to a local One-Stop center shall be coordinated with the local One-Stop Operator's or managing partner's regular recruitment and selection process. The Department shall notify the Board and the local One-Stop operator or managing partner of its staff needs including any hiring deadlines dictated by contractual and grant obligations. The Department shall solicit recommendations from the One-Stop operator or managing partner regarding staffing requirements, essential job functions, and relevant selection criteria. The Department shall ensure that the recruitment and selection process complies with Chapter 110, Florida Statutes, and Chapter 60K of the Florida Administrative Code, and that Department staff recruited and placed Other Personal Services (OPS) employment are hired consistent with Chapter 60L of the Florida Administrative Code.

State merit staff employees who have been offered or who are occupying a position that has been designated as special trust are required to have a Level 2 background screening conducted before an offer of employment is made or disciplinary action is taken as a result of background screening. Background screening shall be conducted in accordance with DEO Policy 1.08 Position of Special Trust. Re-screening shall occur every five years of consecutive employment and upon re-employment or employment in a new or different position of special trust. The five-year re-screening date is calculated from the initial screening date.

VIII. Communications

Both the Board and the Department agree to fully cooperate and communicate in their mutual efforts to implement the provisions of the Agreement and to ensure a seamless delivery of workforce services. Both parties agree to facilitate and maintain collaboration, cooperation and on-going communications between staff of the Department and the Board and its designated One-Stop operator or managing partner. The Board will ensure that all correspondence and mail relating to the Department's programs is expeditiously distributed. Local Department staff will coordinate with and use any correspondence and mail distribution system established by the Board's One-Stop operator or managing partner. The Department will coordinate with the Board and its One-Stop operator or managing partner before distributing any locally developed material and agrees to coordinate and use any marketing and communication design specifications developed by the Board.

IX. Leasing

The Board is responsible for managing real property and leases for all space utilized in the One-Stop delivery system. The Board and its designated One-Stop operator(s) or managing partner(s) shall be responsible for all activities involved with securing space for local One-Stop centers, insuring payment to lessors and cost allocating rent charges and otherwise managing leases. The

Department will provide administrative consultation, support and assistance as requested by the Board.

X. Travel

Department employees shall comply with the travel guidelines contained in Chapter 112, Florida Statutes. Department employees assigned to a local One-Stop Center shall confer with the One-Stop site manager to coordinate and obtain appropriate authorization for travel on behalf of the RWB that the RWB will fund or reimburse in connection with the employees' assigned duties. For travel of any Department employee assigned to a local One-Stop Center that DEO will directly pay for or reimburse, the employee must obtain advance authorization from the Department. A Department representative will be designated to address questions and to help resolve disputes regarding travel by Department staff assigned to the local One-Stop delivery system.

XI. Impasse Resolution

In the event that an impasse should arise between the Department and the Board's designated One-Stop operator(s) or managing partner(s), either party may request an informal hearing with the Chair of the Board. If either party is not satisfied with the outcome of the hearing, a request may be made to have the matter referred to the full Board of Directors. An impasse situation between the Board and the Department regarding the terms and conditions of this Agreement shall be referred to the President of Workforce Florida, Inc. (WFI) for mediation. The President of WFI shall meet with the Director of the Department, or a representative of the Department designated by the Director, and the Chair of the Board, or a representative of the Board designated by the Chair, to mediate the impasse. The President of WFI shall refer the issue to the Executive Committee of WFI for a final resolution if the attempt to mediate a resolution is unsuccessful.

ESCAROSA CAREER CENTERS
MEMORANDUM OF UNDERSTANDING
BETWEEN
WORKFORCE ESCAROSA, INC.
AND
FLORIDA DEPARTMENT OF CHILDREN AND FAMILY SERVICES, CIRCUIT I

1. INTRODUCTION: Various agencies provide specific and diverse employment and training services at and from varying locations in Escambia and Santa Rosa Counties, Florida. In order to provide such services in a way to better serve customers and help them benefit from such services, the local area partners deem it appropriate to agree and cooperate with each other for the establishment and operation of the Escarosa Career Center/System for the two county area.

It is believed that Escarosa Career Center/System will provide an integrated delivery of employment and training services for our customers in Escambia and Santa Rosa Counties seeking employment services, labor market information, extensive job linkages, services and resources broadened via technology, easier access to training; and quality assurances for the universal customer.

2. PARTIES TO THIS MEMORANDUM OF UNDERSTANDING: This Memorandum of Understanding (MOU) is hereby entered into by and between Workforce Escarosa, Inc. (Escarosa) and Florida Department of Children and Family Services, Circuit I (DCF).

3. PURPOSE OF THIS MOU: The purpose of this MOU is to set forth the general conditions under and by which agencies will participate and contribute to the establishment and operation of the Escarosa Career Center/System.

The purpose of this MOU is to establish an agreement between the above mentioned entities concerning their respective roles and responsibilities for implementation of the provisions of section 121(c)(2) of Title I of the Workforce Investment Act (WIA) of 1998.

This agreement is to coordinate resources to prevent duplication and ensure the effective and efficient delivery of workforce services in Santa Rosa and Escambia Counties, Florida. In addition, this agreement will establish joint processes and procedures that will enable partners to integrate the current service delivery system resulting in a seamless and comprehensive array of education, human services, job training, and other workforce development services within Escambia and Santa Rosa Counties, Florida.

Parties to this document shall coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies. Functions or separateness mandated by state statute

or public law will not be violated or abridged in the pursuit of co-location of center partners. The parties to this MOU, together, hereby agree to ensure that the following WIA principles are implemented:

Universal Eligibility -- All customers, including those with special needs and barriers to employment, will have access to a core set of services at each Escarosa Career Center, designed to provide information to make career and labor market decisions. Core, intensive training, and support services will be made available on-site and through multiple off-site locations. Both electronic access and personal service delivery choices also will be a part of our services.

One-Stop Approach -- All customers may explore work preparations and career development services and have access to information on a range of employment, training, and adult and occupational education programs. Services will be made available through the Escarosa Career Centers, through multiple off-site locations, or through an electronic system convenient to the customer.

Individual Choice -- Customers will have access to a multitude of career, skill, employment, and training information to obtain the services and skills they need to enhance their employment opportunities, based on their individual needs.

Greater State and Local Flexibility – With the integration of services through a one-stop delivery system, the state and local entities will have the flexibility to implement an innovative and comprehensive workforce investment system. All partners will jointly negotiate processes for client flow, assessment/career management, job development, referrals and placement, staff capacity building, space requirements, standards of operations, and resolution of problems/disputes with other Escarosa Career Center/System partners.

Greater Role for Workforce Partners -- State and local one-stop partners have the flexibility to tailor delivery systems to meet the particular needs of individual communities. A joint planning process will be developed and will require participation by all Escarosa Career Center/System partners and operators. This process will assist with identifying the needs of the local workforce and the business community, and with setting priorities for services based on those needs. Furthermore, all partners will participate in a process of program review (to include feedback on customer satisfaction) and continuous improvement to offer the best possible services and seize opportunities for further integration/coordination.

Greater Accountability -- State, localities and training providers will be accountable for their performance. The design and management of the Escarosa Career Centers and the delivery of services must be responsive to meeting the needs of the customers. Customer satisfaction will be a key measure of accountability. Subject to confidentiality constraints, all partners will participate in an integrated intake, referral, client tracking system, and customer satisfaction surveys operated through the Escarosa Career Center/System.

The establishment of a network of One-Stop Career Centers is designed to accomplish the following:

- To eliminate unwarranted duplication of services, reduce administrative costs, and enhance participation and performance of customers serviced through the system.
- To establish guidelines for creating and maintaining a cooperative working relationship, to facilitate joint planning and evaluation of services, and to develop more efficient management of limited financial and human resources.
- To build a workforce development system that will dramatically upgrade Florida's workplace skills -- economically benefiting employees, employers, the state, and the nation.

4. GOVERNANCE STRUCTURE FOR THE CAREER CENTERS:

a. GOVERNANCE COMMITTEE -- Escarosa Career Center partner agencies/organizations – to include DCF – will provide a representative to attend and participate in the One-Stop Governance Committee. The Executive Director of Escarosa will act as the facilitator for the Governance Committee, to include scheduling meetings, preparation of an agenda, notes of meeting discussions, etc. The Governance Committee shall act as the One Stop Consortium and therefore the One Stop Operator for Escarosa Career Centers in Escambia and Santa Rosa Counties, Florida.

All partner agencies identified in WIA legislation shall be a member of the One Stop Governance Committee and shall be responsible for bringing issues or concerns to the Consortium. The Consortium as a whole shall have decision making authority for all services delivered through Escarosa Career Centers. If for some reason, a consensus is not achievable through the Governance Committee, the Escarosa Career Council shall have final decision making authority over those issues. All partner agencies shall:

(1) Identify issues, problems, or concerns related to One-Stop Career Center staff, agency/organizational interaction, center/program operations and performance, customer flow, and customer services.

(2) Resolving those issues, problems, or concerns at the lowest possible level.

(3) Advising and assisting with personnel, fiscal and operational matters, as required and as approved by DCF.

(4) Accepting and reviewing Career Center performance reports from the partner agencies/organizations as needed. Coordinating with those same entities to sustain/improve operations, services, performance, and staff/customer satisfaction.

(5) Ensuring that all relevant federal, state, and local policies and procedures are properly incorporated into Escarosa Career Center operations.

5. DCF RESPONSIBILITIES: As a partner to the Escarosa Career Centers and party to this MOU, DCF shall:

a. OPERATIONAL --

(1) Maintain up-to-date DCF information offered to customers in Escarosa Career Center Core Services.

(2) Work with Escarosa's Welfare Transition staff to insure open communication between both entities so that issues or problems can be resolved as soon as possible.

(3) Accept and process customers referred by other Escarosa Career Center System partner agencies/organizations to determine their eligibility for DCF screening and services. This may be accomplished through ACCESS points at Escarosa Career Centers.

(4) Refer customers demonstrating interests in and possibly eligible for partner agency/organization program services, as appropriate. Referrals and customer-related information may be coordinated/forwarded directly or via electronic linkages.

(6) Coordinate customer needs with Escarosa Career Center/System partner agencies/organizations to reduce or eliminate duplicated services and, whenever possible, to develop the best mix of services.

(7) Ensure DCF staff attend, participate in, and contribute to Escarosa Career Center cross training activities, as required.

(8) Support and cooperate with the other Career Center/System partner agencies/organizations to ensure all federal, state, and local laws, regulations, policies and procedures are applied to Career Center/System operations; to successfully integrate staffs; to develop and streamline multiple program/funding procedures; to eliminate duplicative services; and to maximize Escarosa Career Center operations, customer services and customer satisfaction.

b. FISCAL –

DCF is not co-located with Escarosa Career Centers; therefore, DCF is not required to contribute financially to Escarosa for services.

6. ESCAROSA RESPONSIBILITIES: As an Escarosa Career Center partner and a party to this MOU, ESCAROSA shall:

(1) Administer and oversee Workforce Investment Act (WIA), Welfare Transition services, Wagner-Peyser, Vets, and other federal employment and training programs within Escambia and Santa Rosa Counties, Florida, as directed by federal, state and local authorities.
(2) Provide, coordinate, and – when necessary -- interpret federal, state and local laws, regulations, policies and procedures applicable to programmatic services.
(3) Provide funding in support of local operations, as available and authorized. Communicate with other entities having other funding resources or services that could contribute to Career Center/System activities.
(4) Serve as a primary point-of-contact and – when necessary, serve as a mediator – for issues and concerns that arise and threaten Escarosa Career Center operations, customers, service providers, and/or performance.
(5) Serve as the focal point for all Escarosa Career Center performance measures and performance outcomes.
(6) Act as an ACCESS point for DCF if funding permits.

7. CONFIDENTIALITY POLICY: All client/customer files and personal information will be processed and maintained as CONFIDENTIAL information, in accordance with applicable federal, state and local laws, regulations, policies and procedures. Client/customer information sharing between Escarosa Career Center partner agencies and organizations is permitted; however information sharing will be conducted on a strict need-to-know basis. Information sharing is allowed only after the organization/staff having the information cites the client/customer's written authorization to release personal information, verifies that the person(s)/organization(s) to receive the information are authorized recipients, and confirms that the recipient(s) understands the need to maintain the information as confidential. A copy of the client/customer authorization form and a detailed record of all information exchanges shall be maintained in the client/customer file.

8. ESCAROSA GRIEVANCE PROCEDURES: Attachment A provides Escarosa Grievance Procedures applicable to all Temporary Assistance for Needy Families (TANF) and WIA participants, subcontractors, employers and interested persons or their representatives. Escarosa partner agencies must ensure that all staff assigned to the Escarosa Career Center, program participants, and employers who receive program funding/services (e.g., On-the-Job Training wage reimbursements) read and sign a copy of Attachment A. An authorized, parent agency/organization staff member must also sign the form as witness. Forms with the program participant's/employer's original signature are placed into participant files. Forms with the subcontractor's and program staff member's original signatures are delivered to the Escarosa Equal Opportunity Officer for file.

Grievances not involving the Escarosa Career Center or Escarosa funded programs/activities will be processed using DCF procedures only. However, grievances

that do concern the Escarosa Career Center or Escarosa funded programs/activities must be processed in accordance with Escarosa grievance procedures.

9. AMENDMENTS/CANCELLATION: Amendments to this MOU must be provided in writing and in advance of effective date(s) of such amendments.

Federal and state laws and regulations require that an MOU exist between the Regional Workforce Development Board and an agency/organization providing services considered to be partner agencies. Federal and state laws and regulations further mandate that certain agencies/ organizations participate in One-Stop Centers. Therefore, it is incumbent upon all parties to negotiate solutions to differences/problems that threaten the MOU and/or the Escarosa Career Center/System. In a case where all internal efforts fail to correct the situation, the unresolved issue(s) will be forwarded to higher authorities at local, state and/or federal levels. A jointly signed cover letter will be attached to that correspondence. DCF is a required One-Stop Center partner. This MOU is subject to availability of resources and funding, and may not be cancelled without specific written approval from a properly empowered government authority.

10. MOU EFFECTIVE PERIOD: The MOU becomes effective on the date signed by both parties and remains in effect until terminated by either party in writing.

11. AUTHORIZATION FOR SIGNATURE:

By signing this document, all parties agree that the provisions contained herein are subject to all applicable federal, state and local laws, regulations and/or guidelines relating to nondiscrimination, equal opportunity, maintenance of effort of current employees, privacy rights of participants, and maintenance of records and other confidential information relating to one-stop customers.

WHEREOF, the parties hereto cause this MOU to be executed by their undersigned officials as duly authorized.

WORKFORCE ESCAROSA, INC

BY: _____

TITLE: Executive Director

DATE: 1/26/09

FLORIDA DEPARTMENT OF CHILDREN AND FAMILY SERVICES, CIRCUIT I

BY: _____

TITLE: Circuit Administrator

DATE: 01/23/09

THE SCHOOL DISTRICT OF ESCAMBIA COUNTY Curriculum & Instruction/Human Resource Services/ Risk Management	SCHOOL BOARD AGENDA EXECUTIVE SUMMARY
TITLE **MEMORANDUM OF UNDERSTANDING BETWEEN WORKFORCE ESCAROSA, INC AND SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA**	SUBMITTED BY: **PAUL FETSKO** **ASSISTANT SUPERINTENDENT, CURRICULUM AND INSTRUCTION**
PERIOD OF GRANT/CONTRACT/REQUEST **Continual until either party terminates** FUNDING SOURCE **NA**	PROJECT COORDINATOR AND DEPARTMENT **CARL LEITERMAN** **DIRECTOR, WORKFORCE EDUCATION**
AMOUNT OF FUNDING REQUEST – $____0____ Is amount more, less or same as last year? (Explain differences at end of Purpose section if additional space is required)	TOTAL PROJECT – $____0____ Is amount more, less or same as last year?

PURPOSE

This agreement is to coordinate resources to prevent duplication and ensure the effective and efficient delivery of workforce services in Santa Rosa and Escambia Counties, Florida. In addition, this agreement will establish joint processes and procedures that will enable partners to integrate the current service delivery system resulting in a seamless and comprehensive array of education, human services, job training, and other workforce development services within Escambia and Santa Rosa Counties, Florida.

IMPLEMENTATION PLAN

(1) Maintain up-to-date post-secondary training information offered to customers through Escarosa Career Center services.
(2) Work with Escarosa's staff to ensure open communication between both entities so that issues or problems can be resolved as soon as possible.
(3) Accept and process customers referred for training in accordance with the District's guidelines.
(4) Refer customers demonstrating interests in and possibly eligible for partner agency/organization program services, as appropriate. Referrals and customer-related information may be coordinated/forwarded directly or via electronic linkages.
(5) Coordinate customer needs with Escarosa Career Center/System partner agencies/organizations to reduce or eliminate duplicated services and, whenever possible, to develop the best mix of services.
(6) Ensure District designated staff attend, participate in, and contribute to Escarosa Career Center cross training activities, as determined necessary by the District.
(7) Support and cooperate with the other Career Center/System partner agencies/organizations to ensure all federal, state, and local laws, regulations, policies and procedures are applied to Career Center/System operations; to successfully integrate staffs; to develop and streamline multiple program/funding procedures; to eliminate duplicative services; and to maximize Escarosa Career Center operations, customer services and customer satisfaction.

PARTICIPATING SCHOOLS/AGENCIES

Workforce Escarosa, Inc. George Stone Technical Center, and the Escambia County School District Office of Workforce Education

ACTION REQUIRED

SCHOOL BOARD APPROVAL

STRATEGIC ALIGNMENT – **Include number and definition of Goal and Objective.**

GOAL: **2. Prepare students for the workforce.**

OBJECTIVE: **2.4 Increase, by at least one percent each year, the number of Postsecondary Career and Technical Education students entering the workforce in occupations related to their technical training, continuing their education, or entering the Military.**

DIRECTOR, WORKFORCE EDUCATION Carl Leiterman	DATE 1/29/09	APPROVED ESCAMBIA COUNTY SCHOOL BOARD
ASSISTANT SUPERINTENDENT Paul Fetsko	DATE 1-28-09	DATE OF BOARD APPROVAL FEB 17 2009 MALCOLM THOMAS, SUPERINTENDENT VERIFIED BY RECORDING SECRETARY

MEMORANDUM OF UNDERSTANDING
BETWEEN
WORKFORCE ESCAROSA, INC.
AND
SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

1. INTRODUCTION: Various agencies provide specific and diverse employment and training services at and from varying locations in Escambia and Santa Rosa Counties, Florida. In order to provide such services in a way to better serve customers and help them benefit from such services, the local area partners deem it appropriate to agree and cooperate with each other for the establishment and operation of the Escarosa Career Center/System for the two county area.

It is believed that Escarosa Career Center/System will provide an integrated delivery of employment and training services for our customers in Escambia and Santa Rosa Counties seeking employment services, labor market information, extensive job linkages, services and resources broadened via technology, easier access to training and quality assurances for the universal customer.

2. PARTIES TO THIS MEMORANDUM OF UNDERSTANDING: This Memorandum of Understanding (MOU) is hereby entered into by and between Workforce Escarosa, Inc. (Escarosa) and the School Board of Escambia County, Florida.

3. PURPOSE OF THIS MOU: The purpose of this MOU is to set forth the general conditions under and by which agencies will participate and contribute to the establishment and operation of the Escarosa Career Center/System.

The purpose of this MOU is to establish an agreement between the above mentioned entities concerning their respective roles and responsibilities for implementation of the provisions of section 121c(2) of Title I of the Workforce Investment Act (WIA) of 1998.

This agreement is to coordinate resources to prevent duplication and ensure the effective and efficient delivery of workforce services in Santa Rosa and Escambia Counties, Florida. In addition, this agreement will establish joint processes and procedures that will enable partners to integrate the current service delivery system resulting in a seamless and comprehensive array of education, human services, job training, and other workforce development services within Escambia and Santa Rosa Counties, Florida.

Parties to this document shall coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies. Functions or separateness mandated by state statute or public law will not be violated or abridged in the pursuit of co-location of center partners. The parties to this MOU, together, hereby agree to ensure that the following WIA principles are implemented:

Universal Eligibility - All customers, including those with special needs and barriers to employment, will have access to a core set of services at each Escarosa Career Center, designed to provide information to make career and labor market decisions. Core, intensive services, and support services will be made available on-site and through multiple off-site locations. Both electronic access and personal service delivery choices also will be a part of our services.

One-Stop Approach - All customers may explore work preparations and career development services and have access to information on a range of employment, training, and adult and occupational education programs. Services will be made available through the Escarosa Career Centers, through multiple off-site locations, or through an electronic system convenient to the customer.

Individual Choice - Customers will have access to a multitude of career, skill, employment, and training information to obtain the services and skills they need to enhance their employment opportunities, based on their individual needs.

Greater State and Local Flexibility - With the integration of services through a one-stop delivery system, the state and local entities will have the flexibility to implement an innovative and comprehensive workforce investment system. All partners will jointly negotiate processes for client flow, assessment/career management, job development, referrals and placement, staff capacity building, space requirements, standards of operations, and resolution of problems/disputes with other Escarosa Career Center/System partners.

Greater Role for Elected Officials -- State and local one-stop partners have the flexibility to tailor delivery systems to meet the particular needs of individual communities. A joint planning process will be developed and require participation by all Escarosa Career Center/System partners and operators. This process will assist with identifying the needs of the local workforce and the business community, and setting priorities for services based on those needs. Furthermore, all partners will participate in a process of program review (to include feedback on customer satisfaction) and continuous improvement to offer the best possible services and seize opportunities for further integration/coordination.

Greater Accountability - State, localities and training providers will be accountable for their performance. The design and management of the Escarosa Career Centers and the delivery of services must be responsive to meeting the needs of the customers. Customer satisfaction will be a key measure of accountability. Subject to confidentiality constraints, all partners will participate in an integrated intake, referral, client tracking system, and customer satisfaction surveys operated through the Escarosa Career Center/System.

The establishment of a network of One-Stop Career Centers is designed to accomplish the following:

- To eliminate unwarranted duplication of services, reduce administrative costs, and enhance participation and performance of customers serviced through the system.
- To establish guidelines for creating and maintaining a cooperative working relationship, to

facilitate joint planning and evaluation of services, and to develop more efficient management of limited financial and human resources.

- To build a workforce development system that will dramatically upgrade Florida's workplace skills -- economically benefiting employees, employers, the state, and the nation.

4. GOVERNANCE STRUCTURE FOR THE CAREER CENTERS:

a. GOVERNANCE COMMITTEE - Escarosa Career Center partner agencies/organizations – to include the School District of Escambia – will provide a representative to attend and participate in the One-Stop Governance Committee. The Executive Director of Escarosa will act as the facilitator for the Governance Committee, to include scheduling meetings, preparation of an agenda, notes of meeting discussions, etc. The Governance Committee shall act as the One Stop Consortium and therefore the One Stop Operator for Escarosa Career Centers in Escambia and Santa Rosa Counties, Florida.

All partner agencies identified in WIA legislation shall be a member of the One Stop Governance Committee and shall be responsible for bringing issues or concerns to the Consortium. The Consortium as a whole shall have decision making authority for all services delivered through Escarosa Career Centers. If for some reason, a consensus is not achievable through the Governance Committee, the Escarosa Career Council shall have final decision making authority over those issues. All partner agencies shall:

(1) Identify issues, problems, or concerns related to One-Stop Career Center staff, agency/organizational interaction, center/program operations and performance, customer flow, and customer services.
(2) Resolve those issues, problems, or concerns at the lowest possible level.
(3) Advise and assist with personnel, fiscal and operational matters, as required and as approved by the District.
(4) Accept and review Career Center performance reports from the partner agencies/organizations as needed. Coordinate with those same entities to sustain/improve operations, services, performance, and staff/customer satisfaction.
(5) Ensure that all relevant federal, state, and local policies and procedures are properly incorporated into Escarosa Career Center operations.

5. ESCAMBIA COUNTY SCHOOL DISTRICT RESPONSIBILITIES: As a partner to the Escarosa Career Centers and party to this MOU, the School District shall:

a. OPERATIONAL -

(1) Maintain up-to-date post-secondary training information offered to customers through Escarosa Career Center services.
(2) Work with Escarosa's staff to ensure open communication between both entities so that issues or problems can be resolved as soon as possible.

(3) Accept and process customers referred for training in accordance with the District's guidelines.
(4) Refer customers demonstrating interests in and possibly eligible for partner agency/organization program services, as appropriate. Referrals and customer-related information may be coordinated/forwarded directly or via electronic linkages.
(5) Coordinate customer needs with Escarosa Career Center/System partner agencies/organizations to reduce or eliminate duplicated services and, whenever possible, to develop the best mix of services.
(6) Ensure District designated staff attend, participate in, and contribute to Escarosa Career Center cross training activities, as determined necessary by the District.
(7) Support and cooperate with the other Career Center/System partner agencies/organizations to ensure all federal, state, and local laws, regulations, policies and procedures are applied to Career Center/System operations; to successfully integrate staffs; to develop and streamline multiple program/funding procedures; to eliminate duplicative services; and to maximize Escarosa Career Center operations, customer services and customer satisfaction.

b. **FISCAL –**

The District does not co-locate staff within the Escarosa Career Centers; however, Escarosa will disseminate information regarding training opportunities through post-secondary education as well as referral to youth services offered by the District. No additional costs are associated with these services.

6. ESCAROSA RESPONSIBILITIES: As an Escarosa Career Center partner and a party to this MOU, ESCAROSA shall:

(1) Administer and oversee Workforce Investment Act (WIA), Welfare Transition services, Wagner-Peyser, Vets, and other federal employment programs within Escambia and Santa Rosa Counties, Florida, as directed by federal, state and local authorities.
(2) Provide, coordinate, and interpret federal, state and local laws, regulations, policies and procedures applicable to programmatic services.
(3) Provide funding in support of local operations, as available and authorized. Communicate with other entities having other funding resources or services that could contribute to Career Center/System activities.
(4) Serve as a primary point-of-contact and when necessary, serve as a mediator for issues and concerns that arise and threaten Escarosa Career Center operations, customers, service providers, and/or performance.
(5) Serve as focal point for all Escarosa Career Center performance measures and performance outcomes.
(6) Provide information to Escarosa customers regarding training programs offered through the District, and financial assistance offered by Escarosa for attendance of the training programs.
(7) Updated local listing of approved training programs, demand occupations and eligibile training providers.

7. CONFIDENTIALITY POLICY: All client/customer files and personal information will be processed and maintained as CONFIDENTIAL information, in accordance with applicable federal, state and local laws, regulations, policies and procedures. Client/customer information sharing between Escarosa Career Center partner agencies and organizations is permitted; however information sharing will be conducted on a strict need-to-know basis. Information sharing is allowed only after the organization/staff having the information sites the client/customer's written authorization to release personal information, verifies that the person(s)/organization(s) to receive the information are authorized recipients, and confirms that the recipient(s) understands the need to maintain the information as confidential. A copy of the client/customer authorization form and a detailed record of all information exchanges shall be maintained in the client/customer file.

8. ESCAROSA GRIEVANCE PROCEDURES: Attachment A provides Escarosa Grievance Procedures applicable to all Temporary Assistance for Needy Families (TANF) and WIA participants, subcontractors, employers and interested persons or their representatives. Escarosa partner agencies must ensure that all staff assigned to the Escarosa Career Center, program participants, and employers who receive program funding/services (e.g., On-the-Job Training wage reimbursements) read and sign a copy of Attachment A. An authorized, parent agency/organization staff member must also sign the form as witness. Forms with the program participant's/employer's original signature are placed into participant files. Forms with the subcontractor's and program staff member's original signatures are delivered to the Escarosa Equal Opportunity Officer for file.

Grievances not involving the Escarosa Career Center or Escarosa funded programs/activities will be processed using the District's procedures only. However, grievances that do concern the Escarosa Career Center or Escarosa funded programs/activities must be processed in accordance with Escarosa grievance procedures.

9. AMENDMENTS/CANCELLATION: Amendments to this MOU must be provided in writing and in advance of effective date(s).

Federal and state laws and regulations require that an MOU exist between the Regional Workforce Development Board and an agency/organization providing services considered to be partner agencies. Federal and state laws and regulations further mandate that certain agencies/ organizations participate in One-Stop Centers. Therefore, it is incumbent upon all parties to negotiate solutions to differences/problems that threaten the MOU and/or the Escarosa Career Center/System. In a case where all internal efforts fail to correct the situation, the unresolved issue(s) will be forwarded to higher authorities at local, state and/or federal levels. A jointly signed cover letter will be attached to that correspondence. The District is a required One-Stop Center partner. This MOU is subject to availability of resources and funding, and may not be cancelled without specific written approval from a properly empowered government authority.

10. MOU EFFECTIVE PERIOD: The MOU becomes effective on the date signed by both parties and remains in effect until terminated by either party in writing.

11. AUTHORIZATION FOR SIGNATURE:

By signing this document, all parties agree that the provisions contained herein are subject to all applicable federal, state and local laws, regulations and/or guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants, and maintenance of records and other confidential information relating to one-stop customers.

WHEREOF, the parties hereto cause this MOU to be executed by their undersigned officials as duly authorized.

WORKFORCE ESCAROSA, INC

BY: _____
Susan B. Nelms, Executive Director

DATE: 3/2/09

SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

BY: _____
Patricia Hightower, Chair

ATTEST: _____
Malcolm Thomas, Superintendent

DATE: 02/17/2009

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD
FEB 17 2009
MALCOLM THOMAS, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

APPROVED AS TO FORM
JAN 23 2009
GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD

SANTA ROSA COUNTY SCHOOL BOARD
SUPERINTENDENT
JAN 22 2009
APPROVED-IN SESSION

ESCAROSA CAREER CENTERS
MEMORANDUM OF UNDERSTANDING
BETWEEN
WORKFORCE ESCARSOA, INC.
AND
SCHOOL DISTRICT OF SANTA ROSA COUNTY
ONE STOP CONSORTIUM - OPERATOR

1. INTRODUCTION: Various agencies provide specific and diverse employment and training services at and from varying locations in Escambia and Santa Rosa Counties, Florida. In order to provide such services in a way to better serve customers and help them benefit from such services, the local area partners deem it appropriate to agree and cooperate with each other for the establishment and operation of the Escarosa Career Center/System for the two county area.

It is believed that Escarosa Career Center/System will provide an integrated delivery of employment and training services for our customers in Escambia and Santa Rosa Counties seeking employment services, labor market information, extensive job linkages, services and resources broadened via technology, easier access to training; and quality assurances for the universal customer.

2. PARTIES TO THIS MEMORANDUM OF UNDERSTANDING: This Memorandum of Understanding (MOU) is hereby entered into by and between Workforce Escarosa, Inc. (Escarosa) and the School District of Santa Rosa County (District).

3. PURPOSE OF THIS MOU: The purpose of this MOU is to set forth the general conditions under and by which agencies will participate and contribute to the establishment and operation of the Escarosa Career Center/System.

The purpose of this MOU is to establish an agreement between the above mentioned entities concerning their respective roles and responsibilities for implementation of the provisions of section 121©(2) of Title I of the Workforce Investment Act (WIA) of 1998.

This agreement is to coordinate resources to prevent duplication and ensure the effective and efficient delivery of workforce services in Santa Rosa and Escambia Counties, Florida. In addition, this agreement will establish joint processes and procedures that will enable partners to integrate the current service delivery system resulting in a seamless and comprehensive array of education, human services, job training, and other workforce development services within Escambia and Santa Rosa Counties, Florida.

Parties to this document shall coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties'

respective programs, services, and agencies. Functions or separateness mandated by state statute or public law will not be violated or abridged in the pursuit of co-location of center partners. The parties to this MOU, together, hereby agree to ensure that the following WIA principles are implemented:

Universal Eligibility -- All customers, including those with special needs and barriers to employment, will have access to a core set of services at each Escarosa Career Center, designed to provide information to make career and labor market decisions. Core, intensive services, and support services will be made available on-site and through multiple off-site locations. Both electronic access and personal service delivery choices also will be a part of our services.

One-Stop Approach -- All customers may explore work preparations and career development services and have access to information on a range of employment, training, and adult and occupational education programs. Services will be made available through the Escarosa Career Centers, through multiple off-site locations, or through an electronic system convenient to the customer.

Individual Choice -- Customers will have access to a multitude of career, skill, employment, and training information to obtain the services and skills they need to enhance their employment opportunities, based on their individual needs.

Greater State and Local Flexibility – With the integration of services through a one-stop delivery system, the state and local entities will have the flexibility to implement an innovative and comprehensive workforce investment system. All partners will jointly negotiate processes for client flow, assessment/career management, job development, referrals and placement, staff capacity building, space requirements, standards of operations, and resolution of problems/disputes with other Escarosa Career Center/System partners.

Greater Role for Elected Officials -- State and local one-stop partners have the flexibility to tailor delivery systems to meet the particular needs of individual communities. A joint planning process will be developed and will require participation by all Escarosa Career Center/System partners and operators. This process will assist with identifying the needs of the local workforce and the business community, and with setting priorities for services based on those needs. Furthermore, all partners will participate in a process of program review (to include feedback on customer satisfaction) and continuous improvement to offer the best possible services and seize opportunities for further integration/coordination.

Greater Accountability -- State, localities and training providers will be accountable for their performance. The design and management of the Escarosa Career Centers and the delivery of services must be responsive to meeting the needs of the customers. Customer satisfaction will be a key measure of accountability. Subject to confidentiality constraints, all partners will participate in an integrated intake, referral, client tracking system, and customer satisfaction surveys operated through the Escarosa Career Center/System.

The establishment of a network of One-Stop Career Centers is designed to accomplish the following:

- To eliminate unwarranted duplication of services, reduce administrative costs, and enhance participation and performance of customers serviced through the system.
- To establish guidelines for creating and maintaining a cooperative working relationship, to facilitate joint planning and evaluation of services, and to develop more efficient management of limited financial and human resources.
- To build a workforce development system that will dramatically upgrade Florida's workplace skills -- economically benefiting employees, employers, the state, and the nation.

4. GOVERNANCE STRUCTURE FOR THE CAREER CENTERS:

a. GOVERNANCE COMMITTEE -- Escarosa Career Center partner agencies/organizations – to include the School District of Escambia – will provide a representative to attend and participate in the One-Stop Governance Committee. The Executive Director of Escarosa will act as the facilitator for the Governance Committee, to include scheduling meetings, preparation of an agenda, notes of meeting discussions, etc. The Governance Committee shall act as the One Stop Consortium and therefore the One Stop Operator for Escarosa Career Centers in Escambia and Santa Rosa Counties, Florida.

All partner agencies identified in WIA legislation shall be a member of the One Stop Governance Committee and shall be responsible for bringing issues or concerns to the Consortium. The Consortium as a whole shall have decision making authority for all services delivered through Escarosa Career Centers. If for some reason, a consensus is not achievable through the Governance Committee, the Escarosa Career Council shall have final decision making authority over those issues. All partner agencies shall:

(1) Identify issues, problems, or concerns related to One-Stop Career Center staff, agency/organizational interaction, center/program operations and performance, customer flow, and customer services.

(2) Resolving those issues, problems, or concerns at the lowest possible level.

(3) Advising and assisting with personnel, fiscal and operational matters, as required and as approved by the District.

(4) Accepting and reviewing Career Center performance reports from the partner agencies/organizations as needed. Coordinating with those same entities to sustain/improve operations, services, performance, and staff/customer satisfaction.

(5) Ensuring that all relevant federal, state, and local policies and procedures are properly incorporated into Escarosa Career Center operations.

5. DISTRICT RESPONSIBILITIES: As a partner to the Escarosa Career Centers and party to this MOU, the District shall:

a. OPERATIONAL --

(1) Maintain up-to-date post-secondary training information offered to customers through Escarosa CareerCenter services.

(1) Work with Escarosa's staff to insure open communication between both entities so that issues or problems can be resolved as soon as possible.

(3) Accept and process customers referred for training in accordance with the District's guidelines.

(2) Refer customers demonstrating interests in and possibly eligible for partner agency/organization program services, as appropriate. Referrals and customer-related information may be coordinated/forwarded directly or via electronic linkages.

(6) Coordinate customer needs with Escarosa Career Center/System partner agencies/organizations to reduce or eliminate duplicated services and, whenever possible, to develop the best mix of services.

(7) Ensure District designated staff attend, participate in, and contribute to Escarosa Career Center cross training activities, as determined necessary by the District.

(8) Support and cooperate with the other Career Center/System partner agencies/organizations to ensure all federal, state, and local laws, regulations, policies and procedures are applied to Career Center/System operations; to successfully integrate staffs; to develop and streamline multiple program/funding procedures; to eliminate duplicative services; and to maximize Escarosa Career Center operations, customer services and customer satisfaction.

b. FISCAL –

The District does not co-locate staff within the Escarosa Career Centers; however, Escarosa will disseminate information regarding training opporutnities through post-secondary education as well as referral to youth services offered by the District. No additional costs are associated with these services.

6. ESCAROSA RESPONSIBILITIES: As an Escarosa Career Center partner and a party to this MOU, ESCAROSA shall:

(1) Administer and oversee Workforce Investment Act (WIA), Welfare Transition services, Wagner-Peyser, Vets, and other federal employment programs within Escambia and Santa Rosa Counties, Florida, as directed by federal, state and local authorities.
(2) Provide, coordinate, and – when necessary -- interpret federal, state and local laws, regulations, policies and procedures applicable to programmatic services.
(3) Provide funding in support of local operations, as available and authorized. Communicate with other entities having other funding resources or services that could contribute to Career Center/System activities.
(4) Serve as a primary point-of-contact and – when necessary, serve as a mediator for issues and concerns that arise and threaten Escarosa Career Center operations, customers, service providers, and/or performance.
(5) Serve as the focal point for all Escarosa Career Center performance measures and performance outcomes.
(6) Provide information to Escarosa customers regarding training programs offered through the District, and financial assistance offered by Escarosa for attendance of the training programs.
(7) Updated local listing of approved training programs, demand occupations and eligibile training providers.

7. CONFIDENTIALITY POLICY: All client/customer files and personal information will be processed and maintained as CONFIDENTIAL information, in accordance with applicable federal, state and local laws, regulations, policies and procedures. Client/customer information sharing between Escarosa Career Center partner agencies and organizations is permitted; however information sharing will be conducted on a strict need-to-know basis. Information sharing is allowed only after the organization/staff having the information cites the client/customer's written authorization to release personal information, verifies that the person(s)/organization(s) to receive the information are authorized recipients, and confirms that the recipient(s) understands the need to maintain the information as confidential. A copy of the client/customer authorization form and a detailed record of all information exchanges shall be maintained in the client/customer file.

8. ESCAROSA GRIEVANCE PROCEDURES: Attachment A provides Escarosa Grievance Procedures applicable to all Temporary Assistance for Needy Families (TANF) and WIA participants, subcontractors, employers and interested persons or their representatives. Escarosa partner agencies must ensure that all staff assigned to the Escarosa Career Center, program participants, and employers who receive program funding/services (e.g., On-the-Job Training wage reimbursements) read and sign a copy of Attachment A. An authorized, parent agency/organization staff member must also sign the form as witness. Forms

with the program participant's/employer's original signature are placed into participant files. Forms with the subcontractor's and program staff member's original signatures are delivered to the Escarosa Equal Opportunity Officer for file.

Grievances not involving the Escarosa Career Center or Escarosa funded programs/activities will be processed using the District's procedures only. However, grievances that do concern the Escarosa Career Center or Escarosa funded programs/activities must be processed in accordance with Escarosa grievance procedures.

9. AMENDMENTS/CANCELLATION: Amendments to this MOU must be provided in writing and in advance of effective date(s) to the effective date.

Federal and state laws and regulations require that an MOU exist between the Regional Workforce Development Board and an agency/organization providing services considered to be partner agencies. Federal and state laws and regulations further mandate that certain agencies/ organizations participate in One-Stop Centers. Therefore, it is incumbent upon all parties to negotiate solutions to differences/problems that threaten the MOU and/or the Escarosa Career Center/System. In a case where all internal efforts fail to correct the situation, the unresolved issue(s) will be forwarded to higher authorities at local, state and/or federal levels. A jointly signed cover letter will be attached to that correspondence. The District is a required One-Stop Center partner. This MOU is subject to availability of resources and funding, and may not be cancelled without specific written approval from a properly empowered government authority.

10. MOU EFFECTIVE PERIOD: The MOU becomes effective on the date signed by both parties and remains in effect until terminated by either party in writing.

11. AUTHORIZATION FOR SIGNATURE:

By signing this document, all parties agree that the provisions contained herein are subject to all applicable federal, state and local laws, regulations and/or guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants, and maintenance of records and other confidential information relating to one-stop customers.

WHEREOF, the parties hereto cause this MOU to be executed by their undersigned officials as duly authorized.

WORKFORCE ESCAROSA, INC

BY: _____
Signature

TITLE: Executive Director

DATE: 1/26/09

SCHOOL DISTRICT OF SANTA ROSA COUNTY

BY: _____
Signature

TITLE: Superintendent of Schools

DATE: Jan. 22, 2009

College Contract Number
2013110

RENEWAL OF MEMORANDUM OF UNDERSTANDING

THE DISTRICT BOARD OF TRUSTEES OF PENSCOLA STATE COLLEGE, FLORIDA, hereinafter referred to as "College," and **WORKFORCE ESCAROSA, INC.**, hereinafter referred to as "Workforce Escarosa," give notice of intent to renew that certain Memorandum of Understanding between the parties dated July 22, 2010, as amended on January 25, 2011, and renewed on February 13, 2012, under the terms of which College and Workforce Escarosa agreed to consult and coordinate together to meet the goals and objectives of the Department of Health & Human Services Administration for Children and Families/Health Profession Opportunity Grants to Serve TANF Recipients and Other Low-Income Individuals (HHS-2010-ACF-OFA-FX-0-126).

College and Workforce Escarosa agree as follows:

(1) The term of the Memorandum of Understanding is hereby renewed for a period of one year commencing as of **September 30, 2012** through **September 29, 2013**.

(2) College and Workforce Escarosa ratify and confirm all the remaining provisions of the Agreement.

IN WITNESS WHEREOF, the College and Workforce Escarosa have caused these presents to be executed to be effective on the 3 day of October, 2012.

THE DISTRICT BOARD OF TRUSTEES OF PENSACOLA STATE COLLEGE, FLORIDA

By _____
C. Edward Meadows, President

WORKFORCE ESCAROSA, INC.

By _____
Susan B. Nelms, Executive Director

Approved as to Form:

By: _____
Thomas J. Gilliam, Jr. – General Counsel
Pensacola State College

PENSACOLA STATE COLLEGE

RECEIVED
OCT 08 2012
By

Please find enclosed two original agreements for signature. After signing both agreements, please return one original to me at the below address. If payment is required by the College under the terms of the contract, a check will be generated to you after the completely signed agreement is received in our office.

Please keep the second original agreement for your files. If you should have any questions, feel free to contact me at (850) 484-1726.

If you do not have a W-9 on file with our college, I am including a form to return with our signed copy of the original agreement.

Thank you,

Carmel Doyle, Legal Assistant
Office of Legal Services
Building 7, Room 721
1000 College Boulevard
Pensacola, Florida 32504
cdoyle@pensacolastate.edu
Fax: (850) 484-1827

REGION #1
ESCAROSA CAREER CENTER
MEMORANDUM OF UNDERSTANDING
BETWEEN
WORKFORCE ESCAROSA, INC.
AND
TRI-COUNTY COMMUNITY COUNCIL, INC.

1. INTRODUCTION: Various agencies provide specific and diverse employment and training services at and from varying locations in Escambia and Santa Rosa Counties, Florida. In order to provide such services in a way to better serve customers and help them benefit from such services, the local area partners deem it appropriate to agree and cooperate with each other for the establishment and operation of the Escarosa Career Center/System for the two county area.

The Escarosa Career Center/System provides an integrated delivery of employment and training services for our customers in Escambia and Santa Rosa Counties seeking employment services, labor market information, extensive job linkages, services and resources broadened via technology, easier access to training; and quality assurances for the universal customer.

2. PARTIES TO THIS MEMORANDUM OF UNDERSTANDING: This Memorandum of Agreement (MOA) establishes the intentions and responsibilities of the Tri-County Community Council, Inc., hereinafter referred to as TCCC, and the Workforce Escarosa, Inc., hereinafter referred to as Escarosa, a referral system designed to maximize resources and job placement to provide quality educational opportunities for TCCC and Escarosa in Santa Rosa County with their eligible customers.

Goal

The goal of this Memorandum of Understanding (MOU) which provides services to maximize the opportunities for residents to access education, human resources, job training, job placement, and other employment development services.

3. PURPOSE OF THIS MOU: The purpose of this MOU is to set forth the general conditions under and by which agencies will participate and contribute to the establishment and operation of the Escarosa Career Center/System and the services provided by TCCC.

The purpose of this MOU is to establish an agreement between the above mentioned entities concerning their respective roles and responsibilities for implementation of the provisions of section 121(c)(2) of Title I of the Workforce Investment Act (WIA) of 1998.

This agreement is to coordinate resources in order to prevent duplication and to ensure the effective and efficient delivery of workforce services in Santa Rosa and Escambia Counties, Florida. In addition, this agreement will establish joint processes and procedures that will enable partners to integrate the current service delivery system resulting in a seamless and comprehensive array of education, human services, job training, and other workforce development services within Escambia and Santa Rosa Counties, Florida.

Parties to this document shall coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies. Functions or separateness mandated by state statute or public law will not be violated or abridged in the pursuit of co-location of center partners. The parties to this MOU, together, hereby agree to ensure that the following WIA principles are implemented:

Universal Eligibility -- All customers, including those with special needs and barriers to employment, will have access to a core set of services at each Escarosa Career Center, designed to provide information to make career and labor market decisions. Core, intensive training, and support services will be made available on-site and through multiple off-site locations. Both electronic access and personal service delivery choices also will be a part of our services.

One-Stop Approach -- All customers may explore work preparations and career development services and have access to information on employment, training, and adult occupational education programs. Services will be made available through the Escarosa Career Centers, through multiple off-site locations, or through an electronic system convenient to the customer.

Individual Choice -- Customers will have access to a multitude of career, skill, employment, and training information in order to obtain the services and skills they need to enhance their employment opportunities, based on their individual needs.

Greater State and Local Flexibility – With the integration of services through a one-stop delivery system, the state and local entities will have the flexibility to implement an innovative and comprehensive workforce investment system. All partners will jointly negotiate processes for client flow, job development, referrals and placement, staff capacity building, space requirements, standards of operations, and resolution of problems/disputes with other Escarosa Career Center/System partners.

Greater Role for Elected Officials -- State and local one-stop partners have the flexibility to tailor delivery systems to meet the particular needs of individual communities. Escarosa has designated a One Stop Consortium known as the One Stop Governance Committee, to provide input into services delivered in our two county areas. This designation requires a joint planning process with our Escarosa Career Center/System partners to determine client flow and one stop services. This process will assist with identifying the needs of the local workforce and the business community, and with setting priorities for services based on those needs. Furthermore, all partners will participate in a process of program review (to include feedback on customer satisfaction) and continuous improvement to offer the best possible services and seize opportunities for further integration/coordination. TCCC is a partner to our service delivery and is therefore, considered to be a member of the One Stop Consortium.

Greater Accountability -- State, localities and training providers will be accountable for their performance. The design and management of the Escarosa Career Centers and the delivery of services must be responsive to meeting the needs of the customers. Customer satisfaction will be a key measure of accountability.

The establishment of a network of One-Stop Career Centers is designed to accomplish the following:

- To eliminate unwarranted duplication of services, reduce administrative costs, and enhance participation and performance of customers serviced through the system.

- To establish guidelines for creating and maintaining a cooperative working relationship, to facilitate joint planning and evaluation of services, and to develop more efficient management of limited financial and human resources.

- To build a workforce development system that will dramatically upgrade Florida's workplace skills -- economically benefiting employees, employers, the state, and the nation.

4. GOVERNANCE STRUCTURE FOR THE ONE-STOP CENTER:

a. **GOVERNANCE COMMITTEE** -- Escarosa Career Center partner agencies/organizations will designate a representative in writing– to include TCCC -- to serve as a member of the One-Stop Consortium which serves as the Governance Committee. Escarosa's Director shall act as the facilitator of the Governance Committee and will work with our partners to identify issues or concerns regarding customer flow and services within the Escarosa Career Centers.

Items not resolved by the Governance Committee will be taken to Escarosa's Career Council Committee for review and consideration.

b. **GOVERNANCE COMMITTEE RESPONSIBILITIES** –
In tier fashion: The One-Stop Governance Committee acts as the One Stop Consortium and reports to the Career Council Committee as needed; the Career Council Committee reports to the Escarosa Board of Directors. One-Stop Governance Committee/Consortium duties and responsibilities include, but are not limited to:

(1) Identifying issues, problems, or concerns related to Escarosa Career Center staff, agency/organizational interaction, center/program operations and performance, customer flow, and customer services.

(2) Resolving those issues, problems, or concerns at the lowest possible tier level.

(3) Advising and assisting the Escarosa Career Center with personnel, fiscal and operational matters, as required.

(4) Accepting and reviewing Career Center performance reports from the partner agencies/organizations and Career Center Operator each month. Coordinating with those same entities in order to sustain/improve operations, services, performance, and staff/customer satisfaction.

(5) Ensuring that all relevant federal, state, and local policies and procedures are properly incorporated into Escarosa Career Center operations.

5. TCCC): As a partner in the Escarosa Career Centers in Milton, Florida and party to this MOU, The TCCC shall:

a. OPERATIONAL --

For Santa Rosa County

- Deliver services specified for the Community Services Block Grant
- Provide promotional materials about Tri-County Community Council programs and services
- Refer citizens for assistance to all other existing services and programs, provided by other agencies
- Serve on Boards, Committees, and Coalitions that are required for the maximum impact for delivery of program services
- Designate a representative to serve on the One Stop Consortium/Governance Committee

6. ESCAROSA RESPONSIBILITIES: As an Escarosa Career Center partner and a party to this MOU, Escarosa shall:

(1) Administer and oversee Workforce Investment Act (WIA), Welfare Transition Program, Wagner-Peyser services to include Unemployment Compensation, and other programs as funded by the Workforce Florida, Inc., and/or the Agency for Workforce Innovation, and activities within Escambia and Santa Rosa Counties, Florida, as directed by federal, state and local authorities.

(2) Provide, coordinate, and – when necessary -- interpret federal, state and local laws, regulations, policies and procedures applicable to program operations.

(3) Provide funding in support of local operations, as available and authorized.

(4) Coordinate, assist with, and arrange for office space and equipment in order to support TCCC staff participating in Escarosa Career Center operations when possible. When equipment becomes available, Escarosa will notify all Escarosa Career Center partners and will honor requests on a first to ask/most in need – first to receive basis.

(5) Serve as a primary point-of-contact and – when necessary serve as a mediator – for issues and concerns that arise and threaten Escarosa Career Center operations, customers, service providers, and/or performance outcomes.

(6) Serve as the focal point for all Escarosa Career Center performance measures and performance outcomes.

(7) Identify partner agencies to participate in the One Stop Consortium to serve as the Escarosa Career Center operator. Closely coordinate with the Operator in order to optimize Escarosa Career Center System operations and customer

services.

(8) Invite a representative of Tri-County Community Council, Inc. to participate in routine orientation sessions conducted at the Resource Center

(9) Distribute and display information and promotional materials in the Resource Room regarding services provided by Tri-County

(10) Participate in proposal development for joint projects that will mutually benefit both organizations in meeting their respective missions, goals, and objectives

7. CONFIDENTIALITY POLICY: All client/customer files and personal information will be processed and maintained as CONFIDENTIAL information, in accordance with applicable federal, state and local laws, regulations, policies and procedures. Client/customer information sharing between Escarosa Career Center partner agencies and organizations is permitted; however information sharing will be conducted on a strict need-to-know basis. Information sharing is allowed only after the organization/staff having the information cites the client/customer's written authorization to release personal information, verifies that the person(s)/organization(s) to receive the information are authorized recipients, and confirms that the recipient(s) understands the need to maintain the information as confidential. A copy of the client/customer authorization form and a detailed record of all information exchanges shall be maintained in the client/customer file.

8. **ESCAROSA GRIEVANCE PROCEDURES:** **Attachment B** provides Escarosa Grievance Procedures applicable to all Escarosa Career Center operations and participants, subcontractors, employers and interested persons or their representatives. Escarosa partner agencies must ensure that all staff assigned to the Escarosa Career Center, program participants, and employers who receive Escarosa program funding/services (e.g., On-the-Job Training wage reimbursements) read and sign a copy of B. An authorized, parent agency/organization staff member must also sign the form as witness. Forms with the program participant's/employer's original signature are placed into participant files. Forms with the subcontractor's and program staff member's original signatures are delivered to the Escarosa Equal Opportunity Officer for file.

Grievances not involving the Escarosa Career Center or Escarosa funded programs/activities, which are pertaining to TCCC will be processed using TCCC's procedures only. However, grievances that do concern the Escarosa Career Center or Escarosa Board funded programs/activities must be processed in accordance with Escarosa grievance procedures.

9. AMENDMENTS/CANCELLATION: Amendments to this MOU must be provided in writing and in advance of effective date(s).

Federal and state laws and regulations require that an MOU exist between the Workforce Investment Board and an agency/organization providing services at One-Stop Centers. Federal and state laws and regulations further mandate that certain agencies/organizations participate in One-Stop Centers. Therefore, it is incumbent upon all parties to negotiate solutions to differences/problems that threaten the MOU and/or the Escarosa Career Center/System. In a case where all internal efforts fail to correct the situation, the unresolved issue(s) will be forwarded to each agency's Board of Directors for resolution. A jointly signed cover letter will be attached to that

correspondence. This MOU is subject to availability of resources and funds.

Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

10. MOU EFFECTIVE PERIOD: The MOU becomes effective on the date signed by both parties, whichever is later, and remains in effect unless cancelled through written notice to the other party.

11. AUTHORIZATION FOR SIGNATURE:

By signing this document, all parties agree that the provisions contained herein are Subject to all applicable federal, state and local laws, regulations and/or guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants, and maintenance of records and other confidential information relating to one-stop customers.

IN WITNESS WHEREOF, the parties hereto cause this MOU to be executed by their undersigned officials as duly authorized.

WORKFORCE ESCAROSA, INC.

BY: _____
Susan B. Nelms, Executive Director

DATE: 8/12/14

TRI-COUNTY COMMUNITY COUNCIL, INC.

BY: _____
Joel Paul, Jr., Executive Director

DATE: 8-11-14

REGION #1
ESCAROSA CAREER CENTER
MEMORANDUM OF UNDERSTANDING
BETWEEN
WORKFORCE ESCAROSA, INC.
AND
NATIONAL CAUCUS CENTER ON BLACK AGED, INC. (NCBA)
SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM (SCSEP)

1. INTRODUCTION: Various agencies provide specific and diverse employment and training services at and from varying locations in Escambia and Santa Rosa Counties, Florida. In order to provide such services in a way to better serve customers and help them benefit from such services, the local area partners deem it appropriate to agree and cooperate with each other for the establishment and operation of the Escarosa Career Center/System for the two county area.

The Escarosa Career Center/System provides an integrated delivery of employment and training services for our customers in Escambia and Santa Rosa Counties seeking employment services, labor market information, extensive job linkages, services and resources broadened via technology, easier access to training; and quality assurances for the universal customer.

2. PARTIES TO THIS MEMORANDUM OF UNDERSTANDING: This Memorandum of Agreement (MOA) establishes the intentions and responsibilities of the National Caucus Center on Black Aged, Inc. (NCBA) and the Workforce Escarosa, Inc. a referral system designed to maximize resources and job placement to provide quality educational opportunities for NCBA and Workforce Escarosa in Escambia County and Santa Rosa County with their eligible customers.

Goal

The goal of this Memorandum of Understanding (MOU) which provides employment services to older Americans is to maximize the opportunities for residents to access education, human resources, job training, job placement, and other NCBA and Workforce development services.

3. PURPOSE OF THIS MOU: The purpose of this MOU is to set forth the general conditions under and by which agencies will participate and contribute to the establishment and operation of the Escarosa Career Center/System.

The purpose of this MOU is to establish an agreement between the above mentioned entities concerning their respective roles and responsibilities for implementation of the provisions of section 121(c)(2) of Title I of the Workforce Investment Act (WIA) of 1998.

This agreement is to coordinate resources in order to prevent duplication and to ensure the effective and efficient delivery of workforce services in Santa Rosa and Escambia Counties, Florida. In addition, this agreement will establish joint processes and procedures that will enable partners to integrate the current service delivery system resulting in a seamless and comprehensive array of education, human services, job training, and other workforce development services within Escambia and Santa Rosa Counties, Florida.

Parties to this document shall coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies. Functions or separateness mandated by state statute or public law will not be violated or abridged in the pursuit of co-location of center partners. The parties to this MOU, together, hereby agree to ensure that the following WIA principles are implemented:

Universal Eligibility -- All customers, including those with special needs and barriers to employment, will have access to a core set of services at each Escarosa Career Center, designed to provide information to make career and labor market decisions. Core, intensive training, and support services will be made available on-site and through multiple off-site locations. Both electronic access and personal service delivery choices also will be a part of our services.

One-Stop Approach -- All customers may explore work preparations and career development services and have access to information on employment, training, and adult occupational education programs. Services will be made available through the Escarosa Career Centers, through multiple off-site locations, or through an electronic system convenient to the customer.

Individual Choice -- Customers will have access to a multitude of career, skill, employment, and training information in order to obtain the services and skills they need to enhance their employment opportunities, based on their individual needs.

Greater State and Local Flexibility – With the integration of services through a one-stop delivery system, the state and local entities will have the flexibility to implement an innovative and comprehensive workforce investment system. All partners will jointly negotiate processes for client flow, job development, referrals and placement, staff capacity building, space requirements, standards of operations, and resolution of problems/disputes with other Escarosa Career Center/System partners.

Greater Role for Elected Officials -- State and local one-stop partners have the flexibility to tailor delivery systems to meet the particular needs of individual communities. Escarosa has designated a One Stop Consortium known as the One Stop Governance Committee, to provide input into services delivered in our two county areas. This designation requires a joint planning process with our Escarosa Career Center/System partners to determine client flow and one stop services. This process will assist with identifying the needs of the local workforce and the business community, and with setting priorities for services based on those needs. Furthermore, all partners will participate in a process of program review (to include feedback on customer satisfaction) and continuous improvement to offer the best possible services and seize opportunities for further integration/coordination. NCBA is a partner to our service delivery and is therefore, considered to be a member of the One Stop Consortium.

Greater Accountability -- State, localities and training providers will be accountable for their performance. The design and management of the Escarosa Career Centers and the delivery of services must be responsive to meeting the needs of the customers. Customer satisfaction will be a key measure of accountability.

The establishment of a network of One-Stop Career Centers is designed to accomplish the following:

- To eliminate unwarranted duplication of services, reduce administrative costs, and enhance participation and performance of customers serviced through the system.

- To establish guidelines for creating and maintaining a cooperative working relationship, to facilitate joint planning and evaluation of services, and to develop more efficient management of limited financial and human resources.

- To build a workforce development system that will dramatically upgrade Florida's workplace skills -- economically benefiting employees, employers, the state, and the nation.

4. GOVERNANCE STRUCTURE FOR THE ONE-STOP CENTER:

a. GOVERNANCE COMMITTEE -- Escarosa Career Center partner agencies/organizations will designate a representative in writing– to include NCBA -- to serve as a member of the One-Stop Consortium which serves as the Governance Committee. Escarosa's Director shall act as the facilitator of the Governance Committee and will work with our partners to identify issues or concerns regarding customer flow and services within the Escarosa Career Centers.

Items not resolved by the Governance Committee will be taken to Escarosa's Career Council Committee for review and consideration.

b. GOVERNANCE COMMITTEE RESPONSIBILITIES –
In tier fashion: The One-Stop Governance Committee reports to the Career Council Committee as needed; the Career Council Committee reports to the Escarosa Board of Directors. One-Stop Governance Committee duties and responsibilities include, but are not limited to:

(1) Identifying issues, problems, or concerns related to Escarosa Career Center staff, agency/organizational interaction, center/program operations and performance, customer flow, and customer services.

(2) Resolving those issues, problems, or concerns at the lowest possible tier level.

(3) Advising and assisting the Escarosa Career Center with personnel, fiscal and operational matters, as required.

(4) Accepting and reviewing Career Center performance reports from the partner agencies/organizations and Career Center Operator each month. Coordinating with those same entities in order to sustain/improve operations, services, performance, and staff/customer satisfaction.

(5) Ensuring that all relevant federal, state, and local policies and procedures are properly incorporated into Escarosa Career Center operations.

5. NCBA, SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM (SCSEP): As a partner in the Escarosa Career Centers in Pensacola, Century and Milton, Florida and party to this MOU, The NCBA SCSEP shall:

a. OPERATIONAL --

(1) Provide senior participants to assist Escarosa staff with various assigned duties such as shredding, copying, answering phones, assisting Escarosa customers with locations/directions, and general administrative assistant duties.

(2) Provide wages and fringe benefits, in accordance with NCBA's guidelines, for all SCSEP staff assigned to the Escarosa Career Center.

6. ESCAROSA RESPONSIBILITIES: As an Escarosa Career Center partner and a party to this MOU, Escarosa shall:

(1) Administer and oversee Workforce Investment Act (WIA), Welfare Transition Program, Wagner-Peyser services to include Unemployment Compensation, and other programs as funded by the Workforce Florida, Inc., and/or the Agency for Workforce Innovation, and activities within Escambia and Santa Rosa Counties, Florida, as directed by federal, state and local authorities.

(2) Provide, coordinate, and – when necessary -- interpret federal, state and local laws, regulations, policies and procedures applicable to program operations.

(3) Provide funding in support of local operations, as available and authorized.

(4) Coordinate, assist with, and arrange for office space and equipment in order to support NCBA staff participating in Escarosa Career Center operations when possible. When equipment becomes available, Escarosa will notify all Escarosa Career Center partners and will honor requests on a first to ask/most in need – first to receive basis.

(5) Serve as a primary point-of-contact and – when necessary serve as a mediator – for issues and concerns that arise and threaten Escarosa Career Center operations, customers, service providers, and/or performance outcomes.

(6) Serve as the focal point for all Escarosa Career Center performance measures and performance outcomes.

(7) Identify partner agencies to participate in the One Stop Consortium to serve as the Escarosa Career Center operator. Closely coordinate with the Operator in order to optimize Escarosa Career Center System operations and customer services.

(8) Provide supervision and training of senior workers assigned to Escarosa.

7. CONFIDENTIALITY POLICY: All client/customer files and personal information will be processed and maintained as CONFIDENTIAL information, in accordance with applicable federal, state and local laws, regulations, policies and procedures. Client/customer information sharing between Escarosa Career Center partner agencies and organizations is permitted; however information sharing will be conducted on a strict need-to-know basis. Information sharing is allowed only after the organization/staff having the information cites the client/customer's written authorization to release personal information, verifies that the person(s)/organization(s) to receive the information are authorized recipients, and confirms that the recipient(s) understands the need to maintain the information as confidential. A copy of the client/customer authorization form and a detailed record of all information exchanges shall be maintained in the client/customer file.

8. **ESCAROSA GRIEVANCE PROCEDURES:** **Attachment B** provides Escarosa Grievance Procedures applicable to all Escarosa Career Center operations and participants, subcontractors, employers and interested persons or their representatives. Escarosa partner agencies must ensure that all staff assigned to the Escarosa Career Center, program participants, and employers who receive Escarosa program funding/services (e.g., On-the-Job Training wage reimbursements) read and sign a copy of B. An authorized, parent agency/organization staff member must also sign the form as witness. Forms with the program participant's/employer's original signature are placed into participant files. Forms with the subcontractor's and program staff member's original signatures are delivered to the Escarosa Equal Opportunity Officer for file.

Grievances not involving the Escarosa Career Center or Escarosa funded programs/activities, which are pertaining to NCBA will be processed using NCBA's procedures only. However, grievances that do concern the Escarosa Career Center or Escarosa Board funded programs/activities must be processed in accordance with Escarosa grievance procedures.

9. AMENDMENTS/CANCELLATION: Amendments to this MOU must be provided in writing and in advance of effective date(s).

Federal and state laws and regulations require that an MOU exist between the Workforce Investment Board and an agency/organization providing services at One-Stop Centers. Federal and state laws and regulations further mandate that certain agencies/organizations participate in One-Stop Centers. Therefore, it is incumbent upon all parties to negotiate solutions to differences/problems that threaten the MOU and/or the Escarosa Career Center/System. In a case where all internal efforts fail to correct the situation, the unresolved issue(s) will be forwarded to each agency's Board of Directors for resolution. A jointly signed cover letter will be attached to that correspondence. This MOU is subject to availability of resources and funds.

Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

10. MOU EFFECTIVE PERIOD: The MOU becomes effective on the date signed by both parties, whichever is later, and remains in effect unless cancelled through written notice to the other party.

11. AUTHORIZATION FOR SIGNATURE:

By signing this document, all parties agree that the provisions contained herein are Subject to all applicable federal, state and local laws, regulations and/or guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants, and maintenance of records and other confidential information relating to one-stop customers.

IN WITNESS WHEREOF, the parties hereto cause this MOU to be executed by their undersigned officials as duly authorized.

WORKFORCE ESCAROSA, INC.

BY: _____
Susan B. Nelms, Executive Director

DATE: 7/1/2011

NATIONAL CAUCUS CENTER ON BLACK AGED, INC.

BY: _____
John J. Eckert, Program Coordinator

DATE: 7/1/2011

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
FLORIDA DEPARTMENT OF REVENUE
CHILD SUPPORT ENFORCEMENT PROGRAM
AND THE
WORKFORCE ESCAROSA, INC.

This Memorandum of Understanding (MOU) is made and entered into by and between Workforce Escarosa, Inc. (Workforce Escarosa) and the Florida Department of Revenue, Child Support Enforcement Program (DOR).

I. THE PARTIES

A. The Florida Department of Revenue is the state agency responsible for administering Florida's Title IV-D Child Support Enforcement Program.

B. Workforce Escarosa, Inc. offers work placement programs to parents who owe child support to parents who have open Title IV-D cases with DOR.

II. PURPOSE

The purpose of this MOU is to provide for the mutual exchange of information to assist the individuals and families who are served by both programs.

III. STATEMENT OF WORK

Workforce Escarosa will periodically provide DOR with the names and social security numbers of workforce program applicants. DOR will confirm for Workforce Escarosa whether the applicant is subject to an existing child support order in an open Title IV-D case. Workforce Escarosa will use the information provided by DOR only to determine eligibility for its program. The information will be exchanged by way of encrypted email (Tumbleweed) or hand-delivered to ensure that confidentiality is maintained. Workforce Escarosa will provide DOR with employment verification information that it obtains concerning program applicants/participants.

IV. LEGAL AUTHORITY

Sections 409.2557(1); 409.2579(1); and 409.25995, Florida Statutes

V. CONFIDENTIALITY

The confidentiality of information received under the MOU will be maintained in accordance with state and federal laws and regulations. The parties will only use the information received for purposes of administering their respective programs. Unauthorized disclosure of confidential information is grounds for immediate termination of the MOU.

VI. SPECIAL PROVISIONS

A. There is no cost to either party under the MOU.

B. Workforce Escarosa agrees to cooperate with any audits or investigations concerning the MOU.

C. Either party may cancel the MOU unilaterally for refusal by the other party to allow public access to all documents, papers, letters, or other material made or received in conjunction with the MOU, unless the records are exempt from section 24(a) of Article I of the Florida Constitution and/or Chapter 119, Florida Statutes.

D. Any change, alteration, deletion, or addition to the terms and conditions set forth in the MOU must be in writing, agreed to by both parties, and signed by authorized signatories.

E. Department of Revenue contact persons

For questions about the MOU contact:
Marty Ehlen
Department of Revenue
Child Support Enforcement Program,
P.O. Box 5586
Tallahassee, FL 32314-5586
phone: (850) 617-8051
ehlenm@dor.state.fl.us

For operational issues contact:
Becki Nobles
Department of Revenue
Child Support Enforcement Program
3670-B North L Street, Pensacola, FL 32505
phone: (850) 595-5141
noblesb@dor.state.fl.us

F. Workforce Escarosa contact person:

Susan Nelms, Executive Director
Workforce Escarosa, Inc.
9111 Sturdevant Street
Pensacola, FL 32514-3519
phone: (850) 473-0939 x205
snelms@escarosa.org

VII. PERIOD OF PERFORMANCE

This MOU becomes effective on the date it is signed by both parties and ends on June 30, 2012. It may be renewed annually thereafter in writing with the concurrence of both parties.

VIII. TERMINATION

This MOU may be terminated by either party, in writing, upon no less than 30 days notice, unless mutually agreed in writing by both parties.

IN WITNESS THEREOF, by the authorized signatories below, DOR and Workforce Escarosa agree to the terms and condition of this MOU as set forth herein.

FOR WORKFORCE ESCAROSA, INC.	**FOR FLORIDA DEPARTMENT OF REVENUE**
Signed: Susan Nelms	Signed: _____
Name: Susan Nelms	Name: _____
Title: Executive Director	Title: _____
Dated: 3/1/11	Dated: _____

_____
Approved as to form
General Counsel's Office
Florida Department of Revenue

Contract # CI010

RENEWAL No.:1

THIS RENEWAL entered into between the State of Florida, Department of Revenue Child Support Enforcement Program, hereafter referred to as the "Department" and Workforce Escarosa, Inc. hereafter referred to as the "Contractor", shall begin on 7/1/2012 and end on 6/30/2013, for the following services: mutual exchange of information to assist individuals and families who are served by the Department and Workforce Escarosa, Inc. There is no cost to either party under this Memorandum of Understanding.

It has been determined by the Department that it is in the State's best interest to renew this contract.

This contract renewal shall not exceed $N/A, subject to the availability of funds.

All provisions not in conflict with this renewal are still in effect. This renewal is subject to the same terms, conditions and price set forth in the initial contract and subsequent amendments Services are to be performed as specified in the Contract. The provisions of Chapter 287, Florida Statutes, are incorporated herein by reference.

This renewal is hereby made a part of Contract # CI010.

IN WITNESS WHEREOF, the parties hereto have caused this one(1) page renewal to be executed by their duly authorized officials herein.

CONTRACTOR: Workforce Escarosa, Inc.

SIGNED BY: Susan B. Nelms
Authorized Signature

NAME: Susan B. Nelms

TITLE: Executive Director

DATE: 4/23/12

DEPARTMENT OF REVENUE
STATE OF FLORIDA

SIGNED BY: Lia Mattuski

NAME: Lia Mattuski

TITLE: Director, Financial Management

DATE: 4/25/12

Jan K. Kah 4/24/12
Approved as to form and legal content
Office of General Counsel

APPROVED AS TO FORM AND LEGALITY, SUBJECT TO PROPER EXECUTION BY THE PARTIES.
OFFICE OF THE GENERAL COUNSEL

-Not valid until signed and dated by both parties.-

FLORIDA
DEPARTMENT OF REVENUE
Executive Director
Lisa Vickers

April 30, 2012

Ms. Susan Nelms
Workforce Escarosa, Inc.
9111 Sturdevant Street
Pensacola, FL 32514

RE: Contract Number Identification on Invoices
Contract Number # CI010

Dear Ms. Nelms:

Attached is your copy of the fully executed contract renewal for information exchange.

The contract number is effective throughout the life of the contract.

Should you have any questions related to this agreement, please contact me at 850-717-6951 for clarification.

Sincerely,

Bill Grove, Bill Grove

John Kinneer

JK/bg

CC: Marty Ehlen, Contract Manager
Contract file

Nelms Susan

From: Martin Ehlen [EHLENM@dor.state.fl.us]
Sent: Monday, April 23, 2012 3:51 PM
To: Nelms Susan
Cc: Butterworth, Chris; Dutcher, Sheri; Ehlen, Martin; Jay, Nancy; Keri, Sharon; Kinneer, John; O'Kelley, Rhonda
Subject: RE: Workforce Escarosa - FDOR/CSE agreement renewal #1.

Thank you for your signed Renewal #1. I will route it for final signature here and email an executed copy to you. Please note that when replacing Becki Nobels name with Rhonda O'Kelley on page 2 of the MOU, update the address, phone, and email to: **2810 Richburg Lane Crestview, FL 32536 (850)689-4065** okelleyr@dor.state.fl.us

Regards,
Marty Ehlen - Contract Manager
Florida Department of Revenue
Child Support Enforcement Program
850/617-8051 ehlenm@dor.state.fl.us

>>> Nelms Susan SNelms@escarosa.org> 4/23/2012 4:12 PM >>
Here you go.

Thanks!

Susan

SUSAN B. NELMS
EXECUTIVE DIRECTOR
WORKFORCE ESCAROSA, INC.
9111 A STURDEVANT STREET
PENSACOLA, FL 32514
(850) 473-0939 EXT. 205
FAX: (850) 473-0935
SNELMS@ESCAROSA.ORG
WWW.WORKFORCEESCAROSA.COM

workforceescarosa

REGION #1
ESCAROSA CAREER CENTER
MEMORANDUM OF UNDERSTANDING
BETWEEN
WORKFORCE ESCAROSA, INC. DBA CAREERSOURCE ESCAROSA
AND
COMMUNITY ACTION PROGRAM COMMITTEE, INC.

1. INTRODUCTION: Various agencies provide specific and diverse employment and training services at and from varying locations in Escambia and Santa Rosa Counties, Florida. In order to provide such services in a way to better serve customers and help them benefit from such services, the local area partners deem it appropriate to agree and cooperate with each other for the establishment and operation of the Escarosa Career Center/System for the two county area.

The Escarosa Career Center/System provides an integrated delivery of employment and training services for our customers in Escambia and Santa Rosa Counties seeking employment services, labor market information, extensive job linkages, services and resources broadened via technology, easier access to training; and quality assurances for the universal customer.

2. PARTIES TO THIS MEMORANDUM OF UNDERSTANDING: This Memorandum of Agreement (MOA) establishes the intentions and responsibilities of the Community Action Program Committee, Inc. (CAPC) and the Workforce Escarosa, Inc. a referral system designed to maximize resources and job placement to provide quality educational opportunities for CAPC and Workforce Escarosa in Escambia County with their eligible customers.

Goal

The goal of this interagency agreement is to maximize the opportunities for Escambia County residents to access education, human resources, job training, job placement, and other CAPC and Workforce development services.

3. PURPOSE OF THIS MOU: The purpose of this MOU is to set forth the general conditions under and by which agencies will participate and contribute to the establishment and operation of the Escarosa Career Center/System.

The purpose of this MOU is to establish an agreement between the above mentioned entities concerning their respective roles and responsibilities for implementation of the provisions of section 121(c)(2) of Title I of the Workforce Investment Act (WIA) of 1998.

This agreement is to coordinate resources in order to prevent duplication and to ensure the effective and efficient delivery of workforce services in Santa Rosa and Escambia Counties, Florida. In addition, this agreement will establish joint processes and procedures that will enable partners to integrate the current service delivery system resulting in a seamless and comprehensive array of education, human services, job training, and other workforce development services within Escambia and Santa Rosa Counties, Florida.

Parties to this document shall coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective

administrative costs, and enhance participation and performance of customers serviced through the system.

- To establish guidelines for creating and maintaining a cooperative working relationship, to facilitate joint planning and evaluation of services, and to develop more efficient management of limited financial and human resources.

- To build a workforce development system that will dramatically upgrade Florida's workplace skills -- economically benefiting employees, employers, the state, and the nation.

4. GOVERNANCE STRUCTURE FOR THE ONE-STOP CENTER:

a. **GOVERNANCE COMMITTEE** -- Escarosa Career Center partner agencies/organizations will designate a representative in writing– to include The Community Action Program -- to serve as a member of the One-Stop Governance Committee. Escarosa's Director shall act as the facilitator of the Governance Committee and will work with our partners to identify issues or concerns regarding customer flow and services within the Escarosa Career Centers.

Items not resolved by the Governance Committee will be taken to Escarosa's Career Council Committee for review and consideration.

b. **GOVERNANCE COMMITTEE RESPONSIBILITIES** –
In tier fashion: The One-Stop Governance Committee reports to the Career Council Committee as needed; the Career Council Committee reports to the Escarosa Board of Directors. One-Stop Governance Committee duties and responsibilities include, but are not limited to:

(1) Identifying issues, problems, or concerns related to Escarosa Career Center staff, agency/organizational interaction, center/program operations and performance, customer flow, and customer services.

(2) Resolving those issues, problems, or concerns at the lowest possible tier level.

(3) Advising and assisting the Escarosa Career Center with personnel, fiscal and operational matters, as required.

(4) Accepting and reviewing Career Center performance reports from the partner agencies/organizations and Career Center Operator each month. Coordinating with those same entities in order to sustain/improve operations, services, performance, and staff/customer satisfaction.

(5) Ensuring that all relevant federal, state, and local policies and procedures are properly incorporated into Escarosa Career Center operations.

5. THE COMMUNITY ACTION PROGRAM COMMITTEE, ESCAMBIA COUNTY: As a partner in the Escarosa Career Centers in Pensacola, Century and Milton, Florida and party to this MOU, The Community Action Program Committee, Inc. (CAPC) shall:

a. **OPERATIONAL --**

(1) Provide financial assistance to Workforce Escarosa customers in Escambia County on an as needed basis, with books, licensing fees, uniforms, tools, job placement and physical exams; provided that funding is available.

(2) Identify and accept referrals for eligible customers who meet Workforce Escarosa's admission requirements and who meet eligibility under CAPC's program services.

(3) Provide financial assistance with starting a small business (i.e. home daycare) to eligible customers of Workforce Escarosa who meet eligibility under CAPC's program services in Escambia County; provided that funding is available.

(4) Providing training for green jobs and computer literacy to customers of Workforce Escarosa who meet eligibility under CAPC's program services in Escambia County; provided that funding is available.

(5) Provide Workforce Escarosa with names of CAPC's customers who obtain employment via Workforce Escarosa.

(6) CAPC will be allowed to track for ninety days (90) any Workforce Escarosa customers who are placed in jobs through CAPC as well as any CAPC customers who are placed by Workforce Escarosa.

b. **FISCAL –**

(1) Provide wages and fringe benefits, in accordance with CAPC's guidelines, for all CAP staff assigned to or using the Escarosa Career Center.

(2) Fund services/activities as required under CAPC's federal employment and training grant for eligible customers involved in CAPC's program activities.

(3) Fund all CAPC supplies and resource materials as needed by CAPC staff.

6. ESCAROSA RESPONSIBILITIES: As an Escarosa Career Center partner and a party to this MOU, Escarosa shall:

(1) Administer and oversee Workforce Investment Act (WIA), Welfare Transition Program, Wagner-Peyser services to include Unemployment Compensation, and other programs as funded by the Workforce Florida, Inc., and/or the Agency for Workforce Innovation, and activities within Escambia and Santa Rosa Counties, Florida, as directed by federal, state and local authorities.

(2) Provide, coordinate, and – when necessary -- interpret federal, state and local laws, regulations, policies and procedures applicable to program operations.

(3) Provide funding in support of local operations, as available and authorized.

(4) Coordinate, assist with, and arrange for office space and equipment in order to support CAPC staff participating in Escarosa Career Center operations when possible. When equipment becomes available, Escarosa will notify all Escarosa Career Center partners and will honor requests on a first to ask/most in need – first to receive basis.

(5) Serve as a primary point-of-contact and – when necessary serve as a mediator – for issues and concerns that arise and threaten Escarosa Career Center operations, customers, service providers, and/or performance outcomes.

(6) Serve as the focal point for all Escarosa Career Center performance measures and performance outcomes.

(7) Identify partner agencies to participate in the One Stop Consortium to serve as the Escarosa Career Center operator. Closely coordinate with the Operator in order to optimize Escarosa Career Center System operations and customer services.

7. CONFIDENTIALITY POLICY: All client/customer files and personal information will be processed and maintained as CONFIDENTIAL information, in accordance with applicable federal, state and local laws, regulations, policies and procedures. Client/customer information sharing between Escarosa Career Center partner agencies and organizations is permitted; however information sharing will be conducted on a strict need-to-know basis. Information sharing is allowed only after the organization/staff having the information cites the client/customer's written authorization to release personal information, verifies that the person(s)/organization(s) to receive the information are authorized recipients, and confirms that the recipient(s) understands the need to maintain the information as confidential. A copy of the client/customer authorization form and a detailed record of all information exchanges shall be maintained in the client/customer file.

8. **ESCAROSA GRIEVANCE PROCEDURES:** **Attachment B** provides Escarosa Grievance Procedures applicable to all Escarosa Career Center operations and participants, subcontractors, employers and interested persons or their representatives. Escarosa partner agencies must ensure that all staff assigned to the Escarosa Career Center, program participants, and employers who receive Escarosa program funding/services (e.g., On-the-Job Training wage reimbursements) read and sign a copy of B. An authorized, parent agency/organization staff member must also sign the form as witness. Forms with the program participant's/employer's original signature are placed into participant files. Forms with the subcontractor's and program staff member's original signatures are delivered to the Escarosa Equal Opportunity Officer for file.

Grievances not involving the Escarosa Career Center or Escarosa funded programs/activities, which are pertaining to CAPC will be processed using CAPC's procedures only. However, grievances that do concern the Escarosa Career Center or Escarosa Board funded programs/activities must be processed in accordance with Escarosa grievance procedures.

9. AMENDMENTS/CANCELLATION: Amendments to this MOU must be provided in writing and in advance of effective date(s) to the One-Stop Governance Committee and must be signed by both parties. After being reviewed by the Governance Committee and Career Council the MOU and any amendments shall be considered approved.

Federal and state laws and regulations require that an MOU exist between the Workforce Investment Board and an agency/organization providing services at One-Stop Centers. Federal and state laws and regulations further mandate that certain agencies/organizations participate in One-Stop Centers. Therefore, it is incumbent upon all parties to negotiate solutions to differences/problems that threaten the MOU and/or the Escarosa Career Center/System. In a case where all internal efforts fail to correct the situation, the unresolved issue(s) will be forwarded to each agency's Board of Directors for resolution. A jointly signed cover letter will be attached to that correspondence. CAPC is a required One-Stop Center participant due to their operation of a Community Services Block Grant employment and training program. This MOU is subject to availability of resources and funds.

Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

10. MOU EFFECTIVE PERIOD: The MOU becomes effective on the date signed by both parties, whichever is later, and remains in effect until terminated, in writing, by either party.

11. AUTHORIZATION FOR SIGNATURE:

By signing this document, all parties agree that the provisions contained herein are Subject to all applicable federal, state and local laws, regulations and/or guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants, and maintenance of records and other confidential information relating to one-stop customers.

IN WITNESS WHEREOF, the parties hereto cause this MOU to be executed by their undersigned officials as duly authorized.

WORKFORCE ESCAROSA, INC.
DBA CAREERSOURCE ESCAROSA

BY: Janet Summers
Janet Summers, Chief Financial Officer

DATE: 8/27/14

COMMUNITY ACTION PROGRAM
COMMITTEE, Inc., ESCAMBIA COUNTY

BY: Linda Moultrie
Linda Moultrie, Board Chairperson

DATE: 8/27/14

ESCAMBIA
BOYS BASE operated by AMIKids PENSACOLA

MEMORANDUM OF UNDERSTANDING

PURPOSE:

The purpose of this Memorandum of Understanding is to comply with the Department of Labor guidelines of providing services for youth in Escambia and Santa Rosa Counties with AMIKIDS Pensacola and Escambia Boys Base.

Collaborating Entities – History/Qualifications:

- Career source Escarosa center has been providing employment skills to the citizens of Escambia County for many years.
- Escambia Boys Base (EBB): Has been a collaborating partner of the Escarosa Center since 2013. Prior to that Pensacola Boys Base has been a partner since 2006.
- AMIkids Pensacola: Has been a collaborating partner with the Escarosa Center since 2013.

Parties agree to follow all procedures necessary to place all parties in compliance with the United States Department of Labor act.

Parties agree that the Parties shall follow State and Federal law and guidelines concerning confidentiality. Any records used or developed by the (Escarosa Center) or (EBB/AMIKIDS Pensacola) under this agreement that relate to a particular person are to be kept confidential and may not be released to any other person or agency, except as provided by law. The sharing of other information, with the exception of survey aggregate findings, is limited to those Parties needing to know in accordance with policy, State or Federal statute, professional licensure and ethical standards.

ESCAMBIA
BOYS BASE operated by AMIKids PENSACOLA

MEMORANDUM OF UNDERSTANDING

Partner Roles and Responsibilities:

Career Escarosa Center

- Employability Skills, Resume Writing
- Labor Market Information
- Job Search Assistance
- WIA Services for postsecondary education for youth 18 years of age and older

Escambia Boys Base (EBB)/ AMIKIDS Pensacola

- Will provide transportation to and from the courses.
- Provide transportation to and from interviews schedule by the Escarosa Center.

PROVISIONS:

1) This MOU shall take effect on the date of signature of the last person to sign and shall remain in effect for a period of 4 years.

2) This MOU may be renewed, at the option of both parties. If both parties desire to renew this MOU, they shall exercise this option no later than 60 days prior to the MOU expiration.

3) This MOU may be terminated by either party upon no less than 30 calendar days' written notice, without cause, unless a lesser time is mutually agreed upon by both parties.

4) This MOU may only be amended by mutual agreement of the parties and shall in all respects be governed by the laws of the State of Florida.

5) All collaborating partners of this MOU indicate approval of the proposed project by signing below.

ESCAMBIA
BOYS BASE operated by AMIKids PENSACOLA

MEMORANDUM OF UNDERSTANDING

Susan Nelms, 10/21/14
Date
Executive Director
CareerSource Escarosa Center

Oliver Jones 20 Oct 2014
Oliver Jones Date
Executive Director
Escambia Boys Base AMIkids Inc.

CAREERSOURCE ESCAROSA LOCAL

WORKFORCE DEVELOPMENT PLAN

ATTACHMENT G

PUBLIC COMMENTS

From: Nelms Susan
Sent: Tuesday, April 12, 2016 10:37 AM
To: Shannon Ogletree
Cc: Krut Cliff J.
Subject: RE: plan

Hi Shannon. Again, thank you for reading the plan and providing comments. It is appreciated!! I've answered your questions below. This will be added to Attachment G and submitted to the State with the plan document.

Have a great Tuesday!!

Susan

Susan Nelms
Executive Director

CareerSource Escarosa
3670-2A North L Street, 2nd Floor
Pensacola, Florida 32505
P: 850.473.0939 Ext 288
F: 850.473.0935

www.careersourceescarosa.com

From: Shannon Ogletree [mailto:shannon@santarosa.fl.gov]
Sent: Friday, April 08, 2016 3:54 PM
To: Krut Cliff J.
Cc: Tina Stewart
Subject: plan

Few comments on the plan:

For page 14, why not give unemployment rate by county along with the poverty rates by county? You give the "Barriers to employment" only in Escambia numbers, why not separate the others? **We don't have barriers broken down by County. The only reason we had the numbers for Escambia was due to some research Gulf Power had done for their "Cradle to Careers" movement. It was on Channel 3 news last night. We can mention the unemployment rates by county. We do receive those numbers from Florida DEO. Most of the information we receive from Labor Market Statistics is for the MSA.**

Page 15 – is the region define as the 2 counties (associate degree table) not clearly stated **Yes. The term Region applies to our MSA.**

Page 16 – mentions weakness of apprenticeship programs in the area but Locklin states they have programs on their website, and again on Page 39 **The law refers to registered apprenticeship programs. Totally different from apprenticeships. I don't know of any federally recognized "registered" apprenticeship programs in our area. If there are, please let us know.**

Page 17 – Locklin has a Cyber Secuirty program **Will add a statement regarding Locklin's program.**

Page 25 – first paragraph, second sentence does not make sense to me – is FGNW only an ED marketing agency? **I don't think so, but they are reorganizing and reducing the number of counties in their plan. Will remove the word marketing.**

Page 25 – second paragraph – next to last sentence doesn't seem to flow, it starts off as "in addition, Floridas Great ....." **Will reword this sentence to "The Director of Escarosa also attends and is involved in any initiatives, as is appropriate, with Florida's Great Northwest, Florida West Economic Development and Santa Rosa Economic Development."**

Page 12 and bottom of 43- and top 44 – is verbatim to each other **Yeah, we knew this. It was basically the same question asked twice. So we answered it twice ☺**

You mention Cybersecurity in a few places, but no mention of AppRiver -- other companies are mention when it relates to certain areas **I'll look through it and see where I can insert AppRiver.**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10155 **County Administrator's Report 12. 9.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/05/2016
Issue: Reappointment/Appointment to the Escambia-Pensacola Human Relations Commission
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Escambia-Pensacola Human Relations Commission - Jack R. Brown, County Administrator

That the Board take the following action concerning the Escambia-Pensacola Human Relations Commission:

A. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and reappoint Kathleen A.Wilks, for a two-year term, effective May 5, 2016, through May 4, 2018; and

B. Appoint Anita G. Hemphill, to complete the term of Robert C. Allen, effective May 5, 2016, through November 6, 2016.

Ms. Wilks and Ms. Hemphill are the only individuals who responded to a General Alert that was posted on the County's Website from February 16, 2016, to March 1, 2016, informing the public that the Escambia County Board of County Commissioners was seeking residents interested in volunteering to be considered for appointment to the Escambia-Pensacola Human Relations Commission.

BACKGROUND:

Ms. Wilks and Ms. Hemphill are the only individuals who responded to a General Alert that was posted on the County's Website from February 16, 2016, to March 1, 2016, informing the public that the Escambia County Board of County Commissioners was seeking residents interested in volunteering to be considered for appointment to the Escambia-Pensacola Human Relations Commission.
Their Resumes are provided for review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section 2, Governing Board, of the Interlocal Agreement between the City of Pensacola and Escambia County creating the Escambia-Pensacola Human Relations Commission, Board approval is required for all its appointments / reappointments to the Escambia-Pensacola Human Relations Commission.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Email and Resume from Kathleen Wilks

Letter and Resume from Anita Hemphill

General Alert

Judy H. Witterstaeter

From: nowind@panhandle.rr.com
Sent: Thursday, February 18, 2016 11:42 AM
To: Judy H. Witterstaeter
Subject: Human Relations Commission appointment

Ms. Witterstaeter:
Please acknowledge my desire to remain on the Human Relations Commission. I serve as vice chair and have come a long way in understanding the complexity and responsibility that is involved in the program. I bring to the Commission an in-depth knowledge of State Statues and regulations. Having had years of experience working as a State inspector for Health care and having faced a life as in a wheelchair and now a power chair user. I serve as the Chairperson of the Disabilities Community Awareness Committee and serve as Secretary on the Center for Independent Living Board of Directors. I took Rebecca and Eldric on their first ever investigation of ADA violations complaint in Condominium living per HUD and Justice Department rulings. I was able to teach them the guidelines and explain the equipment used to determine door weights, measuring disabled parking and ramp height adjustments. Surveying and investigating ADA complaints in housing is complicated and I bring a knowledge level that is helpful to the Commission. Thank you for this opportunity to speak to remaining on the Commission. Kathleen Wilks

RESUME

Kathleen A Wilks
7255 Chestnut Rd.
Molino, FL 32577
850-587-5778

2000	Retired from all employment due to disability
2006-2010	Served on the North West Fla Ombudsman Council, served as Chairperson, then as State Representative for the District.
2009- Current	Serve on the Center for Independent Living Board Serves as Secretary, Committee Chair of Advocacy Committee.
2005-current	Visit nursing home residents at various facilities to support the folks without visitors

I desire to work in the community on a volunteer basis to serve while keeping my mind, heart and soul alert and active.

TO: The Escambia County Board of County Commissioners

FROM: Anita G. Hemphill

DATE: February 19, 2016

RE: Appointment to the Escambia – Pensacola Human Relations Commission

I am interested in the solicited position to the Escambia – Pensacola Human Relation Commission. I feel that I will be an asset to the Commission with my experience and training achieved through my 30 years of employment at the Escambia County Jail.

I am an advocate for fairness and diversity. I have had, as well as had to deal with human relation issues in the community as well as with employees. Good employee and public relations is imperative when addressing and resolving community and personal problems.

I am dedicated, dependable and task driven. I hope that you will consider me for the position. Thank you for your time and consideration.

Sincerely,

Anita G. Hemphill

: See resume attached

Anita G. Hemphill

3901 North 12th Avenue
Pensacola, FL 32503
Cell: 850-483-4572
Work: 850-554-1430
E-mail: aghemphill@gmail.com

Objectives

To be considered for the voluntary appointed position on the Escambia - Pensacola Human Relation Commission, so that I may serve and give back to the community.

Education

Associates of Applied Science Degree in Criminal Justice, October 2012, from Columbia Southern University

Certification in Corrections, 1987, from Pensacola Junior College

Certification in Law Enforcement, 1985, from Pensacola junior College

Experience

Currently serving as Administrative Lieutenant, (County Jail) under the Board Of County Commissioners

***Assistant to, Assistant County Administrator Chip Simmons (who is currently handling jail issues).**

I have been employed at the Escambia County Jail for 30 years now. Throughout the years I have gone up through the ranks as high as Jail Commander. I have supervised and been responsible for hundreds of employees and thousands of inmates.

I have been formally trained in jail operations, executive management, as well as a host of like training.

I have served under five Sheriff's and have worked very closely with the last two while in office.

Skills

***Supervising**

***Evaluating**

***Investigating**

***Communicating**

***Managing**

***Problem solving**

***Budgeting**

***Mediating**

***Interpersonal skills**

***Instructing**

Activities

I attend the Greater Little Rock Baptist Church. I am active in youth ministries and Sunday school ministries. I am also an active volunteer at C. A. Weis Elementary School.

Judy H. Witterstaeter

From: Community & Media Relations
Sent: Wednesday, February 17, 2016 3:38 PM
To: Judy H. Witterstaeter
Subject: Escambia County [General Alerts] Volunteers Sought for Escambia-Pensacola Human Relations Commission

View E-Mail In Browser

my escambia

Volunteers Sought for Escambia-Pensacola Human Relations Commission

Tuesday, February 16, 2016 - 6:15pm

The Escambia County Board of County Commissioners is seeking Escambia County residents interested in volunteering to be considered for an appointment to the **Escambia-Pensacola Human Relations Commission**. The **EPHRC** was established by an Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola in April 1974. The purpose of the Commission is to be "responsible for the promotion of fair treatment and equal opportunity to all citizens of the local community." Commission members, who are called Commissioners serve a two-year term of office.

Commissioners meet once a month for one hour. The Commission meetings are held to discuss the previous month's day-to-day activities and to insure that the Interlocal Agreement between Escambia County, the City of Pensacola and the EPHRC are in compliance. Additional meetings may be held for special discussion, workshops, training sessions or community activities.

Escambia residents interested in serving on the Escambia-Pensacola Human Relations Commission are asked to submit a resume and letter indicating their desire to serve on the Commission by the close of business on Tuesday, March 1, 2016. Resumes should be submitted to Judy Witterstaeter, Program Coordinator, Board of County Commissioners, P.O. Box 1591, Pensacola, Florida 32502.

Source URL (retrieved on 02/17/2016 - 3:37pm):
http://myescambia.com/home/news/volunteers-sought-escambia-pensacola-human-relations-commission

Unsubscribe from this newsletter

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not

send electronic mail to this entity. Instead, contact this office by phone or in person.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10166 **County Administrator's Report** **12. 10.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/05/2016
Issue: Request for Disposition of Property
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the Request for Disposition of Property Form for the Public Safety Department, for property which is described and listed on the Disposition Form, with reason for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or disposed of properly.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Request for Disposition of Property has been checked, declared to be obsolete and/or of no use to the County, and suitable to be auctioned disposed of properly.

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:

Recommend the items be picked up for disposal. Please coordinate with Tamika Williams.

Attachments

Property Disposition Form

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety COST CENTER NO: 330206

Adam Harrison DATE: 04/13/2016

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): James Adam Ham Phone No: 475-5530

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	53941	FORD F-350	1FTSX21P35EC71351	F-350	2005	POOR
N	502101	FORD CROWN VIC	2FAFP71W8YX156470	CROWN VIC	2000	POOR
N	501987	FORD F-150	1FTZX18W4WNC16348	F-150	1998	POOR

Disposal Comments: Vehicles have reached the end of there service life. To costly to continue to repair.

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 04/14/2016

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Michael D. Weaver

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10189 **County Administrator's Report** **12. 11.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/05/2016
Issue: Business Sponsorship Agreement between Escambia County and Pete Moore
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Business Sponsorship Agreement between Escambia County and Pete Moore Chevrolet, Inc. - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the Business Sponsorship Agreement between the Escambia County Board of County Commissioners and Pete Moore Chevrolet, Inc., for the provision of allowing Pete Moore Chevrolet, Inc., a sponsorship opportunity by supplying two 2016 Chevrolet Colorado midsize pick-up trucks for Public Safety on Pensacola Beach on a zero-cost lease:

A. Adopt the Resolution authorizing the "Safe Shores" Business Sponsorship Proposal;

B. Approve the Business Sponsorship Agreement between the Escambia County Board of County Commissioners and Pete Moore Chevrolet, Inc., for the provision of allowing Pete Moore Chevrolet, Inc., a sponsorship opportunity by supplying two 2016 Chevrolet Colorado midsize pick-up trucks for Public Safety on Pensacola Beach on a zero-cost lease;

C. Authorize the Chairman to execute the Resolution and the Business Sponsorship Agreement; and

D. Authorize Michael D. Weaver, Public Safety Department Director, to execute all related documents as required to implement the Business Sponsorship Agreement without further Board action.

BACKGROUND:

The County has established a Business Sponsorship Policy for the community to participate in sponsorship opportunities to provide goods, services, or financial support for the benefit of its citizens and visitors. Pete Moore Chevrolet, Inc., desires to participate in a sponsorship opportunity with the County by supplying two 2016 Chevrolet Colorado midsize pick-up trucks for Public Safety on Pensacola Beach on a zero-cost lease. The vehicles will be used by the Pensacola Beach Water Safety Division

to educate and protect the public. The agreement may be terminated for cause or convenience by either party upon providing thirty days written notice to the non-terminating party.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution and the Business Sponsorship Agreement have been reviewed and approved for legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy requires Board Approval of all Agreements.

IMPLEMENTATION/COORDINATION:

Upon BCC approval and proper execution, Michael D. Weaver, Public Safety Department Director, will oversee implementation of the Agreement and work in close cooperation with Pete Moore Chevrolet, Inc., representatives.

Attachments

Resolution

Business Sponsorship Agreement

RESOLUTION NUMBER R2016-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, APPROVING THE "SAFE SHORES" BUSINESS SPONSORSHIP PROPOSAL; AUTHORIZING THE CHAIRMAN TO SIGN THE BUSINESS SPONSORSHIP AGREEMENT BETWEEN ESCAMBIA COUNTY AND PETE MOORE CHEVROLET, INC; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County, by and through the Pensacola Beach Water Safety Division, provides lifeguards to educate and protect the public on Pensacola Beach; and

WHEREAS, the County desires to optimize non-tax revenue sources for the benefit of the Pensacola Beach Water Safety Division in order to enhance lifeguard services that may be offered at the beach while upholding the County's stewardship role to safeguard and preserve County assets; and

WHEREAS, the County has established a Business Sponsorship Policy for the community to participate in sponsorship opportunities to provide goods, services or financial support for the benefit of its citizens and visitors; and

WHEREAS, the County and Sponsor desire to enter into a Business Sponsorship Agreement setting forth the terms and conditions whereby the Sponsor may participate in a sponsorship opportunity with the County by supplying two 2016 Chevrolet Colorado midsize pick-up trucks for the Pensacola Beach Water Safety Division on Pensacola Beach.

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

Section 1. That the above stated recitals are true and correct and incorporated herein.

Section 2. That the Board of County Commissioners hereby approves the "Safe Shores" business sponsorship proposal.

Section 3. That the Board hereby authorizes the Chairman to sign the Business Sponsorship Agreement with Pete Moore Chevrolet, Inc.

Section 4. That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners of Escambia County, Florida.

ADOPTED this _____day of _____ 2016.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Grover C. Robinson, IV, Chairman

ATTEST:Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____

Date: 4/20/16

BUSINESS SPONSORSHIP AGREEMENT

This Agreement is made and entered into on this ___ day of _____, 2016, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County") and Pete Moore Chevrolet, Inc., a Florida for profit corporation authorized to transact business in the State of Florida (hereinafter referred to as "Sponsor") with a principal address of 103 New Warrington Road, Pensacola, FL 32506.

WITNESSETH:

WHEREAS, the County, by and through the Pensacola Beach Water Safety Division, provides lifeguards to educate and protect the public on Pensacola Beach; and

WHEREAS, the County desires to optimize non-tax revenue sources for the benefit of the Pensacola Beach Water Safety Division in order to enhance lifeguard services that may be offered at the beach while upholding the County's stewardship role to safeguard and preserve County assets; and

WHEREAS, the County has established a Business Sponsorship Policy for the community to participate in sponsorship opportunities to provide goods, services or financial support for the benefit of its citizens and visitors; and

WHEREAS, the County and Sponsor desire to enter into an agreement setting forth the terms and conditions whereby Sponsor may participate in a sponsorship opportunity with the County by supplying two 2016 Chevrolet Colorado midsize pick-up trucks for public safety on Pensacola Beach.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and Sponsor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Sponsorship. In exchange for the sponsorship benefits described herein, Sponsor agrees to provide a zero-cost lease for two 2016 Chevrolet Colorado midsize pick-up trucks (hereinafter "Vehicles").

3. Term. The Term of this agreement shall commence on May 5, 2016, and continue for a term of one year, whereupon the Agreement shall automatically renew for additional one year periods unless earlier terminated pursuant to paragraph 6.

4. Sponsorship Benefits. In exchange for the Sponsorship described in Paragraph 2 above and subject to the limitations provided in Paragraph 5, Sponsor shall be permitted to place banner/logo/advertising material on the Vehicles at Sponsor's expense.

5. Sponsorship Material Standards/Criteria:

A. Any banner/logo/advertising material shall be limited to speech that proposes a commercial transaction.

B. Logos, banners or any manner of presentation that may negatively impact the County, promote a product, service or activity offensive to the general public, or that may negatively impact, disrupt or intrude upon or interfere in any manner with the efficient and cost effective operation and administration of the County, or any other advertising the County determines to be inappropriate or likely to hinder or interfere with the goal of earning revenue for the benefit of the Equestrian Center shall not be permitted.

C. Sponsor may not submit any banner/logo/advertising material that:

1. Includes false, misleading or deceptive statements or images;
2. Relates to any illegal activity;
3. Relates to any police regulated business or industry;
4. Contains explicit sexual material, obscene material, or material harmful to minors;
5. Advertises tobacco, alcohol, firearms or adult entertainment;
6. Includes obscene, vulgar, or profane language;
7. Relates to instruments, devices, items, projects or paraphernalia that are designed for use in connection with explicit sexual activities;
8. Depicts violence and/or anti-social behavior.

D. Approval of Sponsor's banner/logo or other advertising material by County is not intended as an endorsement of any views expressed therein.

E. County reserves the right to prohibit Sponsor from displaying or distributing any banner/logo/advertising material deemed inappropriate or likely to interfere with the goal of earning revenue for the benefit of the Equestrian Center

F. County shall determine in its sole discretion whether any banner/logo/ advertising material is in a suitable condition. Sponsor shall, at its sole cost and expense, be responsible for replacing any unsuitable banner/logo/ advertising material.

6. Termination. This Agreement may be terminated for cause or convenience by either party upon providing thirty (30) days written notice to the non-terminating party. Within thirty days of the termination or expiration of this Agreement, the County shall return the vehicles to Sponsor in as-is condition without further cost or obligation.

7. Indemnification. Sponsor agrees to defend, indemnify, and hold harmless the County, its agents, elected officials, officers, and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, arising directly or indirectly, on account of or in connection with Sponsor's negligent, reckless, or intentional wrongful misconduct in the

performance of this Agreement. The parties understand and agree that such indemnification by Sponsor 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.

8. Insurance. During the term of this Agreement, the County shall maintain liability insurance coverage for the defense and satisfaction of claims as it relates to liability incurred in connection with, or arising out of, any negligence due to an occurrence caused by County, its officials, employees, authorized agents, and authorized representatives with regard to the performance of this agreement. Escambia County is a qualified self insurer pursuant to §768.28, Florida Statutes, and has established a self-insurance fund in lieu of purchasing liability insurance. Said self-insurance fund shall provide liability coverage, to the extent permitted by law, for claims arising out of such negligence up to the limits of sovereign immunity as provided for by Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the County and nothing herein shall be construed as consent by the County to be sued by third parties in any matter arising out of this agreement.

9. Damage Disclaimer. Except as provided in paragraph 8 above, the County shall not be liable for any loss, damage, or wear and tear associated with the operation, maintenance, and care of the vehicles.

10. Relationship of Parties. Nothing in this Agreement can be deemed by the Parties or any third party to create the relationship of principle and agent partnership, joint venture or similar relationship between the County and Sponsor.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. Public Records. Sponsor 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 Sponsor 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 Sponsor, seven days written notice, during which period Sponsor still fails to allow access to such documents, terminate the contract.

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Sponsor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. The parties hereto agree to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

15. Miscellaneous: If any term or condition of this Agreement shall be invalid or

unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY: BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

By: _____
Grover C. Robinson, IV, Chairman

Date: _____

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

SPONSOR: PETE MOORE CHEVROLET, INC.

By: _____
Ben Myers, General Sales Manager

Date: 4/21/16

_____
Corporate Secretary

[SEAL]

Approved as to form and legal sufficiency.

By/Title: Assistant ACA

Date: 4/20/16

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10127 **County Administrator's Report** **12. 12.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/05/2016
Issue: First Amendment to the Interlocal Agreement for Reciprocal Evacuation and Re-Entry
From: John Dosh, Division Manager
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the First Amendment to the Interlocal Agreement for Reciprocal Evacuation and Re-entry Among the City of Orange Beach, Alabama; Escambia County, Florida; and the Escambia County, Florida, Sheriff's Department - Michael D. Weaver, Public Safety Director

That the Board take the following action concerning the First Amendment to the Interlocal Agreement for Reciprocal Evacuation and Re-entry Among the City of Orange Beach, Alabama, Escambia County, Florida, and the Escambia County, Florida, Sheriff's Department:

A. Approve the First Amendment to the Interlocal Agreement; and

B. Authorize the Chairman to sign the First Amendment to the Interlocal Agreement.

BACKGROUND:

The parties previously entered into an Interlocal Agreement for Reciprocal Evacuation and Re-entry, recorded on January 18, 2008, in Official Records Book 6277, Pages 285-306 of the Official Records of Escambia County, Florida, to allow for and facilitate reciprocal evacuation and post-evacuation re-entry of Perdido Key, Florida, and the City of Orange Beach, Alabama.

Recently, the County adopted the 2015 Comprehensive Emergency Management Plan (CEMP) that included a revised re-entry plan, and with that revision, the parties found that it was in the best interest of the public to amend the Interlocal Agreement to include the County's revised re-entry plan.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, approved the Agreement as to it's form and Legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board requires all interlocal agreements to be reviewed and approved by it.

IMPLEMENTATION/COORDINATION:

John Dosh, Division Manager, Escambia County Division of Emergency Management will be responsible for the coordination and implementation of the agreement in cooperation with the City of Orange Beach, Alabama and the Escambia County, Florida Sheriff's Department.

Attachments

1st Amendment to the Evacuation/Re-entry Interlocal

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT FOR RECIPROCAL EVACUATION AND RE-ENTRY AMONG THE CITY OF ORANGE BEACH, ALABAMA, ESCAMBIA COUNTY, FLORIDA, AND THE ESCAMBIA COUNTY, FLORIDA SHERIFF'S DEPARTMENT

THIS FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT is made and entered into this ____ day of _____ 2016, by and among the City of Orange Beach, Alabama, a municipal corporation (hereinafter referred to as "City"), with administrative offices located at 4099 Orange Beach Boulevard, Orange Beach, Alabama 36561, Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County") with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and the Escambia County Sheriff, a constitutional officer of the State of Florida (hereinafter referred to as "Sheriff"), with administrative offices located at 1700 West Leonard Street, Pensacola, Florida, 32501 (each at times referred to as "Party" or "Parties").

WITNESSETH:

WHEREAS, the Parties previously entered into an Interlocal Agreement for Reciprocal Evacuation and Re-entry, recorded on January 18, 2008, in Official Records Book 6277, Pages 285-306 of the Official Records of Escambia County, Florida (hereinafter referred to as the "Agreement") to allow for and facilitate reciprocal evacuation and post-evacuation re-entry of Perdido Key, Florida and the City of Orange Beach, Alabama; and

WHEREAS, the County recently adopted the 2015 Comprehensive Emergency Plan (CEMP) to include revised a re-entry plan; and

WHEREAS, the Parties find that it is in the best interest of the public to amend this Interlocal to incorporate the County's revised re-entry plan in accordance with the County's 2015 CEMP.

NOW THEREFORE, it is mutually agreed that the Parties enter into this First Amendment to the Interlocal Agreement subject to the terms and conditions recited below:

1. That the foregoing recitals are declared to be true and correct and are incorporated herein by reference.

2. That **Exhibit A** to the Agreement is hereby replaced in its entirety with the Escambia County Re-entry Plan, attached hereto as **Exhibit A**.

3. That **Exhibit B** to the Agreement is hereby replaced in its entirety with the City of Orange Beach Re-entry Plan, attached hereto as **Exhibit B**.

4. That the City contact listed in Section 19.Notices (line 215) be amended to read as follows:

Landon K. Smith, CBO, CFM
Emergency Management Coordinator
City of Orange Beach
4101 Orange Beach Blvd.
Post Office Box 2432
Orange Beach, Alabama, 36561

5. That the Parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this First Amendment shall remain in full force and effect.

6. That this First Amendment shall become effective when filed in the office of the Clerk of the Circuit Court of Escambia County, Florida. Upon execution by the Parties, the County shall be responsible for such filing.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS, ESCAMBIA COUNTY, FLORIDA

By: _____
~~Steven Barry, Chairman~~
Grover C. Robinson, IV, Chairman
Date: _____

BCC Approved: _____

Attest: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

SHERIFF OF ESCAMBIA COUNTY, FLORIDA, a constitutional officer of the State of Florida

By: _____

Date: 4/1/2016

_____
Witness

_____
Witness

Approved as to form and legal sufficiency.

By/Title: _____
Date: 3/18/16

CITY OF ORANGE BEACH, ALABAMA, a municipal corporation of the State of Alabama

By:_____
Mayor

Date: March 7, 2016

Attest: City Clerk

(SEAL)

APPENDIX K
ESCAMBIA COUNTY RE-ENTRY PLAN

PURPOSE:

This re-entry plan is being identified to provide not only first responders, but also property owners, business owners, homeowners, renters, contractors, private- and non-profit response and recovery personnel and organizations, infrastructure owners, and the general population at-large an understanding of the re-entry plan for any area in Escambia County that may have been evacuated by authorized public and private emergency response personnel as a result of a public safety threat or hazard.

It is of the utmost of importance and in the best interests to local authorities to allow public access back into an evacuated area as quickly and safely as possible, allowing property and business owners the opportunity to protect their property from further damages and to start the rebuilding and recovery process as quickly as possible after a threat or hazard has past. Local officials understand the potential emotional, economic, and financial impacts that evacuations cause. Some of those impacts can be very complex and can have significant dynamic affects on people, businesses, and the economy:

- Loss of use and increased travel and temporary housing costs.
- Issues surrounding children as it may impact school, child care, and the parent's ability to report to work.
- Impacts on insurance claims when property cannot be quickly protected after initial disaster impacts.
- Impacts on business and personal income, and financial responsibilities.
- Tax revenues to local government organizations.
- The potential loss of customer base from an inaccessible business.
- The potential loss of visitor and tourist base and industry financial benefits.
- Emotional stress of individuals, families, business owners, and visitors.
- Increased operational costs of initiating and maintaining evacuations.
- Potential negative impact on business growth and relocation in the community.
- And many other dynamic effects.

Evacuations are not issued lightly and are issued typically as natural or man-made hazards may threaten and place at risk the health, safety, and welfare of the public.

AUTHORITY:

This plan will be implemented at the discretion of the Incident Commander or other authority as authorized by law. Consultation and input from public safety personnel and other subject matter experts will be incorporated into the decision making process as they may apply.

This plan is applicable to all areas within the geographical boundaries of Escambia County, to include all jurisdictions as may be authorized by law.

County Ordinance:

Chapter 2-Administration (Chain of Succession)
Chapter 37-Emergency Management

APPENDIX K
ESCAMBIA COUNTY RE-ENTRY PLAN

Florida Statutes:

Chapter 14-Governor
Chapter 30-Sheriffs
Chapter 125-County Governments
Chapter 166-Municipalities
Chapter 252-Emergency Management Act
Chapter 381-Public Health

PLAN:

Overview:

When making the decision to allow access back into an evacuated area, public safety issues and concerns will unquestionably be the deciding factor. Each evacuation will be evaluated based upon the specific hazards that dictated the need for the initial evacuation and the impacts to those evacuated areas caused by the hazard and any subsequent threats and hazards as a result of those primary impacts.

In concept, once an evacuated area has been determined to be safe for public access, then people will be allowed back into the community. The decision to allow people back into previously evacuated areas will typically be accomplished utilizing a compressed or expanded timeline of activities that may be managed and moderated based upon the progressive efforts to reduce or eliminate public safety risks and hazards to the public.

Generally, the decision-making re-entry process must consider:

- Bridges, roads, and other infrastructure may be required to be evaluated by appropriate engineers and contractors before first responders can access specific areas.
- Initially, authorized first responders and search and rescue teams, as appropriate, will assess any impacts and consequences of the hazards and any continued threats as quickly as possible, and typically as daylight allows.
- Basic infrastructure repair and rebuild crews may be allowed access before the general public, to allow the basic securing, repair, or rebuilding of basic infrastructure to minimize risk and create a basic safe environment for the general public. This may include:
    - Evaluation and certification that bridges are safe for travel and may require engineering inspections and repair.
    - Electrical power lines and infrastructure damage must be secured.
    - Water, gas, and sewer lines may need to be secured to minimize threats and hazards.
- Temporary bathrooms and water supplies or other specific human needs services may need to be coordinated and set-up before access can be allowed to provide for basic sanitary and health needs before any people may be allowed limited access to an evacuated area.

As basic infrastructure is secured, repaired, or rebuilt, limited public access may be allowed at progressively increasing rates as areas are deemed safe for public access. Re-entry access may occur in the following progressive manner:

- Level One
    - Initial emergency and life-safety response agencies (fire, EMS, law enforcement) and personnel from any level of government and mutual aid support agencies.
    - Search and Rescue teams and organizations

- Others as appropriately identified by authorized personnel.

- Level Two
  - Teams to identify, assess, and mitigate public safety hazards and threats.
  - Government damage assessment teams
  - Government and/or local utility assessment and repair teams
  - Government or government contractor infrastructure repair teams (roads, bridges, etc.)

- Level Three (Once public safety hazards and threats are mitigated)
  - Business owners and employees located in the restricted area
  - Residents located in the restricted area

- Level Four
  - Additional government recovery contractors
  - Suppliers and vendors supporting business in restricted area with proper documentation
  - Private contractors with appropriate documentation or escorted by property/business owners and blue contractor tag issued by county building inspections

- Level Five
  - Open to the all public and other business, no restrictions

Timeline expectations for the implementation of re-entry for the five levels described above are not specifically outlined in these re-entry levels. The extent and magnitude of impacts from a hazard in a specific evacuate area; the time it will take to repairs and address the basic public safety issues will all dictate the implementation timeline for re-entry.

ACCESS MANAGEMENT:

IN COUNTY:

When an evacuation is in place for a community, there may be law enforcement or other official personnel positioned at check points managing access as determined to be appropriate to maintain public safety and as directed by the Incident Commander or other appropriate authority.

When access is limited, at any given level as identified in the previous section, documentation will be required on the part of anyone or any organization seeking access to the evacuated area. Without the proper documentation, access may be denied. It is stressed that for any check point personnel, common sense should be applied in assessing the documentation being presented by people and organizations to justify their need to access a restricted area. This includes any first responders, non-profit and for-profit response and recovery personnel at any given stage of restricted access.

Just because a person does not have the suggested documentation, does not mean they should not gain access if they are providing other documentation or have evidence of their need for access, nor should someone be allowed access if their documentation and their justification for access does not make sense and there is some concern, on the part of the checkpoint personnel, for the truthfulness and accuracy of their need for access and their documentation. Any issues can be coordinated with immediate checkpoint supervisors and/or through the incident commander or emergency operations center personnel as appropriate.

APPENDIX K
ESCAMBIA COUNTY RE-ENTRY PLAN

There is a variety of documentation that could be utilized to document an individuals or a businesses need to be in an evacuated and restricted area. **The key concept is to merely provide documentation that identifies who the person is and documentation that links a person to an address within the evacuated area.**

Typical documentation that will be required for people to gain access at any given level of re-entry from no access to limited access to full access may include the following:

- A government issued picture ID that can verify who the person is that is seeking access.
- A government issued picture ID that can verify the persons address within the restricted area.
- A utility bill or other official document identifying the address of the property in the restricted area that also identifies the person seeking access, tied back to their ID.
- A rental or lease agreement with appropriate address.
- Any other official documentation that can tie the property being accessed to the person seeking access. (Property tax bill, deed, business license, etc.)
- Employees with a company ID or current letterhead document identifying their relation with a business address in the restricted area.
- Delivery companies with typical decaled company vehicle with an order/delivery bill, bill of lading, work order, etc. that identifies the delivery address in the restricted area.
- Additional items of documentation for specific areas of the county or specific function of recovery will be addressed in the next section(s).

PENSACOLA BEACH AND PERDIDO KEY

All the processes described above still apply to Pensacola Beach and Perdido Key, but because of the significant potential impacts from hurricanes and storm surge, impacting a majority of the people working and living on the islands, each island has identified an additional tool to manage re-entry on those islands. Initiated by the Santa Rosa Island Authority and the Perdido Key Chamber of Commerce, a window sticker program has been established for people who can justify their need to access beach areas should access be restricted as a result of a public safety evacuation.

These stickers DO NOT provide any exceptions to the authorized access identified by public safety officials at any given level as described above, and DOES NOT provide any special or "fast lane" access. The sticker merely demonstrates that each year, the person has provided justification for their access, when evacuation and re-entry activities are initiated. The only benefit the sticker provides is the potential elimination of a person having to produce documentation at a given checkpoint when appropriate access is authorized.

Each year, a resident, business owner, property manager, property owner, or authorized contractor may apply to the Santa Rosa Island Authority and/or the Perdido Key Chamber for a new sticker with the appropriate justification documentation. The stickers must be renewed each year, and colors of the stickers may rotate for each of the categories of stickers as may be applicable. A nominal fee may be charged to cover basic expenses of the program and materials.

Stickers for Santa Rosa Island Authority (Pensacola Beach) consist of:

- Government Officials
- Residential & Commercial Leaseholders
- Licensed Contractors (Issued by Escambia County Contractor Competency Board)

Stickers for Perdido Key consist of:

- Government Officials
- Homeowners, Property Owners, Property Managers, and Business Owners
- Contractors

INSURANCE ADJUSTERS AND CONTRACTORS

Following a disaster declaration all insurance adjusters and contractors performing repair work must have a contractor's hurricane identification pass, which will be issued by Escambia County Building Inspections Department, Contractors and their employees being hired to perform work in any of the evacuation areas should maintain company picture identification along with copies of company work orders documenting where within the evacuated area they will be working.

ALABAMA/SANTA ROSA COUNTY FLORIDA ACCESS

In any evacuation, people may evacuate from Alabama through Escambia County, Florida, or people may evacuate from Florida, and/or Escambia County, Florida, through Alabama and its several jurisdictions, or through other Florida counties. Evacuations to and from or through any jurisdiction will be coordinated, as appropriate, with neighboring jurisdictions as they may be impacted by decisions made locally. That coordination and communication will typically be managed through first responder agencies, incident commanders, emergency operations center personnel, or other appropriate government official.

Each neighboring community will support evacuations of other neighboring communities as is in the best interests of public safety. In turn, re-entry will also be coordinated in the same manner allowing people access back through their community to the community from which they originally came as those communities may deem travel safe through their respective communities. Keeping in mind, justification and documentation may be required to enter or pass through other jurisdictions and people and businesses will need to be aware of any additional requirements in neighboring communities outside of Escambia County, Florida.

Each neighboring community will coordinate, communicate, and be made aware of documentation requirements of the other jurisdictions as appropriate, and each neighboring community will do their best to allow travel through or into their community as they may decide based upon their public safety concerns in their respective communities.

Most access back into a local community will be through the interstate highway system and travel through or into a jurisdiction along state access highways will not be restricted by the local jurisdiction. If state highway systems are restricted by state officials, it will typically be as a result of direct highway emergency impacts and not necessarily local community impacts unless an off ramp from the highway system places a traveler into a locally evacuated and restricted area or the highway passes through an evacuated area based upon specific circumstances. So travel through communities on state highway systems may not likely be restricted by local actions or authorities.

However, as a result of historical operational and political boundaries between two different states, Escambia County, Florida and the City of Orange Beach have entered into an interlocal agreement recognizing some of the basic re-entry situational and operational conditions that outline some broad understandings and parameters for re-entry access through and to each other's jurisdictions as it relates to

the barrier islands of Perdido Key and the City of Orange Beach. The understandings and parameters can be summed up as follows:

- The barrier islands may receive significantly more infrastructure impacts as a result of wind and storm surge caused by hurricanes and other tropical events than further inland communities thus raising more significant public safety issues than other areas of each county and state may typically identify.
- Re-entry through and to each community will be allowed only as public safety conditions may warrant.
- Each jurisdiction will communicate and coordinate evacuation and re-entry decisions and procedures, and recognize the documentation and/or sticker programs as may apply.
- Escambia County, Florida re-entry program is identified in the previous sections of this plan.
- The City of Orange Beach Re-entry program identifies five re-entry levels as follows:

    - Level One
        - City of Orange Beach Employees
        - Baldwin County Employees
        - Baldwin EMC Employees
        - State of Alabama Employees
        - Federal Government Employees
        - Mutual Aid and Other Responding Agencies

    - Level Two
        - Damage Assessment Teams
        - Utilities
        - City of Orange Beach Contractors

    - Level three
        - Businesses (by zone)
        - Residents (by zone)

    - Level Four
        - Contractors (optional)

    - Level Five
        - All zones open, no restrictions

It is identified that each jurisdiction will communicate and coordinate the various re-entry authorizations and that each jurisdiction will support each other's re-entry plan as public safety concerns allow.

City of Orange Beach

Hurricane Re-Entry Levels

Level Two Re-Entry

Damage Assessment Teams
Utilities
City of Orange Beach Contractors

Damage Assessment Teams

- Each properly licensed accommodation provider will be furnished with five (5) re-entry passes to assist with damage assessment.
- Each properly licensed marina will be furnished with five (5) re-entry passes to assist with damage assessment for their marina.
- Each project with an active building permit for a multi-family or commercial project will be furnished with five (5) re-entry passes to assist with damage assessment for their project.

Utilities

- Utilities are defined as follows: Baldwin EMC, Blossman Propane, Clarke-Mobile Gas District, DSSI (Smartel), Gulftel, HarborCom (Southern Lights), MediaCom, and Orange Beach Water Authority. In some cases, utilities may utilize contract employees who should be able to furnish some form of identification that they are working with a utility. Also included in this group are any companies servicing portable toilets.

City of Orange Beach Contractors

- Includes any contractor for damage assessment, debris removal, or any other contractor that has been furnished with an official pass from the City of Orange Beach.

City of Orange Beach

Hurricane Re-Entry Levels

Level Three Re-Entry

Businesses (By Zone)
Residents (By Zone)

(Business and residential zones may be opened independently of each other.)

Businesses (By Zone)

- Each properly licensed business will be issued two (2) re-entry passes to assist with damage assessment for their business. If the business it larger than 10,000 square feet in size, up to three (3) additional passes may be purchased for $10 each, with approval of the Mayor or Emergency Management Director. Businesses may purchase replacement passes for lost passes by signing an affidavit attesting to the fact that the pass was lost and paying a replacement fee of $10 per pass.

Residents (By Zone)

- Each resident will be furnished with two (2) re-entry passes to their residence. The issuance of passes will cease upon the City of Orange Beach being placed under a tropical storm and/or hurricane warning. Residents may purchase two (2) additional passes for $10 each. Residents who live aboard a boat shall be included in this section.

City of Orange Beach

Hurricane Re-Entry Levels

Level Four Re-Entry

Contractors

- The City of Orange Beach does not issue contractor passes for businesses involved in the repair/rebuilding of individual homes and/or businesses. Should the event arise that the City has to issue passes, an announcement will be made as to the location and criteria for the issuance of passes.

CITY OF ORANGE BEACH, ALABAMA

ALL ACCESS CREDENTIALS

CITY OF ORANGE BEACH AND ONO ISLAND

2016

RESIDENT RE-ENTRY DECALS

ZONES 1-25

ORANGE BEACH
ALABAMA

ZONE 10

2014-2016

LEVEL 1

DISASTER RESPONSE

0107

CITY OF GULF SHORES, ALABAMA

LEVEL 2

2016

Control # 0049

PROPERTY MANAGEMENT RE-ENTRY PASS

LEVEL 3
2016

Zone # _____ Control # 0099

BUSINESS
RE-ENTRY PASS

LEVEL 4
2016

Control # 0050

CONTRACTOR
RE-ENTRY PASS

RESOLUTION NO. 16-042

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT FOR RECIPROCAL EVACUATION AND RE-ENTRY AMONG THE CITY OF ORANGE BEACH, ALABAMA, ESCAMBIA COUNTY, FLORIDA AND THE ESCAMBIA COUNTY, FLORIDA SHERIFF'S DEPARTMENT

WHEREAS, the City Council of the City of Orange Beach has reviewed the proposed amendment to the Interlocal Agreement for Reciprocal Evacuation and Re-Entry Among the City of Orange Beach and Escambia County, Florida (attached Exhibit "A") pursuant to which Escambia County, Florida will incorporate their recently adopted 2016 Comprehensive Emergency Plan (CEMP) to include a revised a re-entry plan; and

WHEREAS, after having reviewed said amendment, the City Council has determined that the provisions are in the best interests of the City of Orange Beach, Alabama.

NOW, THEREFORE, be it resolved by the City Council of the City of Orange Beach, Alabama as follows:

SECTION 1.

That the Mayor be, and he is hereby, authorized to execute the First Amendment to the Interlocal Agreement for Reciprocal Evacuation and Re-Entry among the City of Orange Beach, Alabama, Escambia County, Florida and the Escambia County, Florida Sheriff's Department, now before the council, as an act for and on behalf of the City of Orange Beach subject to final review by the City Attorney.

SECTION 2.

That this Resolution shall become effective immediately upon its adoption.

ADOPTED this 1st day of March, 2016.

Cathy Constantino

Cathy Constantino, MMC
City Clerk

Escambia County
Clerk's Original
1/10/2008 CAT I-SA

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2008004886 01/18/2008 at 12:26 PM
OFF REC BK: 6277 PG: 285 - 306 Doc Type: AGM
RECORDING: $188.50

Verified By: GHaus
Date: 1/14/2008

INTERLOCAL AGREEMENT FOR RECIPROCAL EVACUATION AND RE-ENTRY AMONG THE CITY OF ORANGE BEACH, ALABAMA, ESCAMBIA COUNTY, FLORIDA AND THE ESCAMBIA COUNTY, FLORIDA SHERIFF'S DEPARTMENT

THIS INTERLOCAL AGREEMENT (the "Agreement"), made and entered into, by and among the **CITY OF ORANGE BEACH**, Alabama, a municipal corporation (the "City") with administrative offices at 4099 Orange Beach Blvd., Post Office Box 458, Orange Beach, Alabama, 36561, **ESCAMBIA COUNTY**, Florida, a political subdivision of the State of Florida (the "County") with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 , and the **ESCAMBIA COUNTY SHERIFF**, a constitutional officer of the State of Florida (the "Sheriff") with administrative offices at 1700 West Leonard Street, Pensacola, Florida 32501 (each at times referred to as a "Party or Parties").

WITNESSETH:

WHEREAS, it is the purpose and intent of this Agreement that the Parties make the most efficient use of their respective powers, resources, and capabilities and to cooperate on the basis of mutual advantage; and,

WHEREAS, the Florida parties are authorized to enter into this agreement by the Florida Interlocal Cooperation Act of 1969 as amended and codified at Section 163.01, Florida Statutes, to permit the County, Sheriff and the City to; and,

WHEREAS, the City has full power and authority to enter into co-operative agreements with other governments for the protection of the public health, safety and welfare; and,

WHEREAS, this region is frequently subjected to disasters, including but not limited to hurricanes and tropical storms, that require the evacuation of certain areas; and,

WHEREAS, geography and available infrastructure make the Perdido Key, Florida and the City of Orange Beach, Alabama uniquely interdependent; and,

WHEREAS, as a result, the County, Sheriff and the City have determined that it is now in the best interest of the Parties to allow for and to facilitate reciprocal evacuation and post-evacuation re-entry of Perdido Key, Florida and the City of Orange Beach, Alabama; and,

WHEREAS, timely evacuation and re-entry to or from areas threatened by emergencies is vital for the protection of property and the health, safety and welfare of those with interests in the affected areas; and,

WHEREAS, in the City of Orange Beach, the police department falls under the authority of the City.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants of this Agreement, the County, the Sheriff, and the City agree as follows:

1. **Recitals.** The recitals contained in the Preamble of this Agreement are accepted as true and are incorporated with this Agreement.

2. **Authority.** This Agreement is entered into pursuant to Alabama law, Section 163.01, Florida Statutes and all other applicable provisions of law, as amended and supplemented from time to time. The County, Sheriff and City hereby establish a formal arrangement for the conduct of evacuation and re-entry procedures.

3. **The Parties agree to:**

   A. Provide for and facilitate reciprocal evacuation and re-entry for Perdido Key, Florida and Orange Beach, Alabama.

   B. Communicate the terms and intent of this Agreement to any other agencies or outside groups necessary to accomplish the reciprocal evacuation and re-entry outlined in this Agreement.

   C. Notify the contacts listed in paragraph 19 of this Agreement or their successors if there is any problem in the execution of this Agreement, any

need to amend this Agreement or any complaint to be addressed regarding this Agreement. Such communications made to other personnel cannot be properly addressed.

4. **The City agrees to do the following:**

A. In the event Perdido Key, Florida is evacuated, the City shall allow the evacuation to outflow through the City. The City shall facilitate the evacuation of Perdido Key, Florida to the extent possible, including keeping open access points between Perdido Key, Florida and the City.

B. Acknowledge the County's Re-entry Procedures, attached and incorporated as Exhibit A, and any amendments or updates to it.

C. Require the Orange Beach Police Department and all other emergency personnel under the auspices of the City of Orange Beach to comply with this Agreement.

D. Communicate to outside agencies the terms and intent of this Agreement in order to facilitate its effectiveness, to the extent necessary.

E. Allow for and facilitate post-evacuation re-entry for those needing access to or from Perdido Key, Florida. This shall be considered reciprocal re-entry. In order to accomplish this, the City of Orange Beach shall treat those with Perdido Key contractor entry stickers the same as the City of Orange Beach Contractors (level 2) for purposes of access and re-entry. The City shall treat those with Perdido Key government entry stickers the same as the City government and agency employees (level 1) for purposes of access and re-entry. The City shall treat those with Perdido Key homeowners, property owners, property managers and business owners the same as City of Orange

Beach businesses and residents (level 3) for purposes of access and re-entry.

F. During or following evacuations, allow access and entry for emergency purpose vehicles that desire access to Perdido Key, Florida the same as such allowances are made for emergency purpose vehicles to access the City of Orange Beach.

G. Notify the County and Sheriff of any changes to the City's re-entry procedures. Regardless of any changes, the City shall allow re-entry to Perdido Key, Florida groups on an equivalent basis with City groups. The parties will consider whether an amendment to this Agreement is necessary to effectuate the purpose of this Agreement.

5. The County agrees to do the following:

A. In the event the City of Orange Beach is evacuated, the County shall allow the evacuation to outflow through Perdido Key, Florida. The County shall facilitate the evacuation of the City of Orange Beach, Alabama to the extent possible, including keeping open access points between Perdido Key, Florida and the City.

B. Acknowledge the City's Hurricane Re-entry Procedures, attached and incorporated as Exhibit B, and any amendments or updates to it.

C. Communicate to outside agencies the terms and intent of this Agreement in order to facilitate its effectiveness, to the extent necessary.

D. Allow for and facilitate post-evacuation re-entry for those needing access to or from City of Orange Beach, Alabama. In order to accomplish this, the County shall treat those with City contractor entry passes (level 2) the same as those with Perdido Key Contractor stickers for purposes of access and re-

entry. The County shall treat those with City of Orange Beach government entry passes (level 1) the same as those with Perdido Key government stickers for purposes of access and re-entry. The County shall treat those with City of Orange Beach business and resident re-entry passes (level 3) the same as those with Perdido Key homeowner, property owner, property manager and business owner re-entry stickers for purposes of access and re-entry.

E. During or following evacuations, allow access and entry for emergency purpose vehicles that desire access to the City of Orange Beach, Alabama the same as such allowances are made for emergency purpose vehicles to access Perdido Key, Florida.

F. Notify the Sheriff and City of any changes to the County's re-entry procedures. Regardless of any changes, the County shall continue to allow re-entry to City of Orange Beach, Alabama groups on an equivalent basis with County groups. The parties will consider whether an amendment to this Agreement is necessary to effectuate the purpose of this Agreement.

5. **The Sheriff agrees to do the following:**

A. Follow and facilitate the terms and intent of this Agreement. Allow the evacuation and re-entry of the City of Orange Beach, Alabama on an equivalent basis as allowed for Perdido Key, Florida.

B. Acknowledge the County's and the City's re-entry procedures attached and incorporated with this Agreement as **Exhibits A and B.**

C. Communicate to outside agencies the terms and intent of this Agreement in order to facilitate its effectiveness, to the extent necessary.

D. Allow for and facilitate re-entry for those needing access to or from Perdido Key, Florida in accordance with the County's re-entry procedures attached herein as **Exhibit A**. Further, the Sheriff shall allow reciprocal re-entry for those desiring access to or from the City of Orange Beach, Alabama as outlined in paragraph 5.D. of this Agreement.

E. During or following evacuations, allow access and entry for emergency purpose vehicles that desire access to City the same as such allowances are made for emergency purpose vehicles to access to Perdido Key, Florida.

F. Regardless of changes to re-entry procedures, the Sheriff shall continue to allow re-entry to City of Orange Beach groups on an equivalent basis with County groups. The parties will consider whether an amendment to this Agreement is necessary to effectuate the purpose of this Agreement.

6. **Duration.** This Agreement shall remain in effect until terminated or rescinded.

7. **Termination.** This Agreement may be terminated for the convenience of any Party after thirty days (30) written notice is given to the other Parties.

8. **Effective Date.** This Agreement shall become effective when filed in the Office of the Clerk of the Court of Escambia County, Florida. The County shall be responsible for the filing in Escambia County, Florida.

9. **Liability.** The Parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of any other Party. Escambia County, the Escambia County Sheriff's Department, and the City of Orange Beach, Alabama, as local governmental bodies of the State of Florida and the State of Alabama, respectively, agree to be fully responsible for their individual negligent acts or omissions which result in claims or suits against their jurisdictions and agree to be fully liable for any damages proximately caused by said acts or

jurisdictions and agree to be fully liable for any damages proximately caused by said acts or omissions, to the extent required by law. No Party shall at any time be responsible for negligent or tortious acts of any Party. Nothing herein is intended to serve as a waiver of sovereign immunity or any other defense available to such party under applicable law nothing herein shall be construed as consent by them to be sued by third parties in any matter arising out of this Agreement.

10. **Public Records.** The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to any member of the public pursuant to Chapter 119, Florida Statutes, as amended and Alabama's public records laws. In the event a Party fails to abide by the provision of such laws, 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.

11. **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 of 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.

12. **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.

13. **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.

14. **Governing Law.** This Agreement shall be governed by and constructed in accordance with the laws of the State of Alabama as it relates to those matters solely pertaining to actions within the State of Alabama, while any action within the State of Florida or any contractual provision or dispute shall be governed by and constructed 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 Baldwin 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. **Interpretation.**

(a) For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings are used in accordance with such recognized meanings.

(b) References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly

construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

16. **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.

17. **Further Documents.** The Parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provision of this Agreement.

18. **No Waiver.** The failure of a 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.

19. **Notices.** All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

<u>TO THE COUNTY</u>

Robert R. McLaughlin
Interim County Administrator
223 South Palafox Place, Room 300
Post Office Box 1591
Pensacola, Florida 32597

<u>TO THE CITY</u>

Jeff Moon, City Administrator
City of Orange Beach
4099 Orange Beach Blvd.
Post Office Box 458
Orange Beach, Alabama 36561

<u>TO THE SHERIFF</u>

Ron McNesby, Sheriff
1700 W. Leonard Street
Post Office Box 18770
Pensacola, Florida 32501

Either Party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the 10th day of January, 2008, and the City of Orange Beach, by and through it's City Administrator, duly authorized to execute same on the __ day of _____, 2007.

This document approved as to form and legal sufficiency.
By _____
Title Deputy County Attorney
Date 12/21/07

COUNTY:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners.

By: _____
D. M. "Mike" Whitehead , Chairman

Date: January 10, 2008

ATTEST: **Ernie Lee Magaha**
Clerk of the Circuit Court

By: Doris Harris
Deputy Clerk

(SEAL)

BCC APPROVED 01-10-2008

_____
Witness

_____
Witness

SHERIFF:
SHERIFF OF ESCAMBIA COUNTY, FLORIDA,
a constitutional officer of the State of Florida

By: _____
Ron McNesby, Sheriff

Date: 1-7-08

CITY:

CITY OF ORANGE BEACH, ALABAMA,
a municipal corporation of the State of Alabama.

By: _____
Pete Bialock, Mayor

Date: November 20, 2007

Attest:

_____, City Clerk

(Seal)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10170 **County Administrator's Report** **12. 13.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/05/2016
Issue: Reappointments to the Escambia County Contractor Competency Board
From: Donald R. Mayo, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Reappointments to the Escambia County Contractor Competency Board - Donald R. Mayo, CBO, Building Services Department Director

That the Board take the following action concerning four reappointments to the Escambia County Contractor Competency Board:

A. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures;

B. Reappoint, retroactively, the following four members for a three-year term, effective May 1, 2016, through April 30, 2019:

1. Leroy White, Leroy White Construction, Inc. (State Registered Building Contractor);

2. Verris "Mac" Magee, Expert Heating, A/C & Refrigeration, Inc. (Mechanical Contractor and Master Gas Contractor);

3. Sam Menezes, Pensacola Christian College (Master Plumbing Contractor); and

4. Michael E. Batchelor, Batchelor's Inc. (State Certified Roofing Contractor).

There were no responses to the General Alert that was posted on the County's Website from March 14, 2016, to March 25, 2016, informing the public that the Escambia County Board of County Commissioners was seeking residents interested in volunteering to be considered for an appointment to the Escambia County Contractor Competency Board.

Presently, four members whose terms expire April 30, 2016, have expressed a desire to be reappointed; their Resumes are provided for review.

BACKGROUND:

The Contractor Competency Board was established to accept contractor applications and oversee examination for licensure as a contractor; issue certificates of competency for registered contractors, and record certificates of competency and issue renewals to those who qualify. The Board also investigates violations of Chapter 18, Escambia County Code of Ordinances and/or Chapter 489, Florida Statutes, and upon due cause shown, takes appropriate disciplinary action as allowed by Ordinance and/or Statute. Members serve three-year terms and those whose terms have expired, may be reappointed to additional terms in accordance with Section 18-56 of the Escambia County Code of Ordinances.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation was reviewed and approved by Meredith D. Crawford, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in keeping with the goal of the Board of County Commissioners to protect the health, safety and welfare of persons and property by requiring certification of individuals engaged in, or wishing to engage in the business of contracting in Escambia County.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Leroy White Resume_CCB
Verris Magee Resume_CCB
Sam Menezes Resume
Michael E. Batchelor Resume
General Alert posted March 14, 2016

RECEIVED
MAR 0 1 2016
ADMINISTRATION
BUILDING INSPECTIONS DEPT

LEROY WHITE
1027 E BLOUNT STREET
PENSACOLA, FL 32503
Ph: (850) 380-5960

OBJECTIVE:

Continue to serve on the Escambia County Contractor Competency Board.

QUALIFICATIONS:

I have been a licensed Building Contractor in Escambia County since September 22, 1977.

I am the owner and operator of Leroy White Construction, Inc. which provides new construction, remodeling, and repairs to citizens of Escambia County. We also do construction project management.

EDUCATION:

I am a graduate of Pensacola High School in Pensacola, Florida.

MEMBERSHIP AFFILIATIONS:

Escambia Contractor Competency Board

East Brent Baptist Church

Previous member of Homebuilders Association of West Florida

Previous member of the Fire Prevention Board of Appeals, City of Pensacola

Retired member of the Pensacola Fire Department

Verris G Magee
6845 Pine Forest Road
Pensacola, FL 32526

RECEIVED
FEB 29 2016
ADMINISTRATION
BUILDING INSPECTIONS DEPT

February 29, 2016

Subject:

Request to be re-appointed to the competency board for next three years.

Experience

I have held a license for air conditioning, sheet metal and master gas for the past 40 years (1972). I have been license holder and estimator for Expert Metal Craft LLC as of 2014. We have currently 9 employees and the business grosses $400,000.00 per year.

Education

Refrigeration Service Engineers Society 069-20-2314

FL Assoc of Plumbing, Gas and Mechanical Inspector's Inc.

Certificate CILB Sponsor #0040000919 CILB course #0004826

CERT/REG #0017500, 0031243

Course subject Plumbing/Gas

FL Assoc. of Plumbing, Gas and Mechanical Inspector's Inc.

Certificate CILB Sponsor #0040000919 CILB course #0004826

CERT/REG #0017500, 0031243

Course subject Mechanical/Energy

FL Depart of State

Subject Heating, Air Conditioning & Refrigeration,

Document #450362

Licenses Escambia County and Santa Rosa County

**Yearly classes taken for Escambia County Inspectors

Community Service

Prior competency Board member

Membership Associations

Hunting Club officer

Mystic Order of Veiled Prophets Grottoes N.A.

Masonic Lodge #821

Sonora Lodge #635

SAM MENEZES

Pensacola Christian College
Box 18000
Pensacola, FL 32503
Ph: (850) 969-1610

Objective:

I would like to continue to serve on the Escambia County Contractor Competency Board.

Qualifications:

I have been in the plumbing business for twenty-seven years. I have been a licensed Master Plumber since 1990. I am a plumbing foreman, a certified backflow technician, and have a pool operator's license.

Education:

I have a high school diploma and attended Southeast Bible College and Moody Bible Institute.

Employment:

I am the Plumbing Foreman at Pensacola Christian College. I oversee new construction, pull plumbing permits for maintenance, and supervise and train all plumbing employees.

I have served on the Escambia County Contractor Competency Board since 2006.

RECEIVED
MAR 0 4 2016
ADMINISTRATION
BUILDING INSPECTIONS DEPT

Michael E. Batchelor

423 E. Government St.

Pensacola, Florida 32502

Work Phone (850)432-4004

Cellular Phone (850)232-1865

Email mmebatch@bellsouth.net

RECEIVED

MAR 29 2016

ADMINISTRATION
BUILDING INSPECTIONS DEPT

QUALIFICATIONS SUMMARY

Highly motivated, successful 34 plus years career in construction sales/roofing estimation/ Project management/office/budget and employment management.

--Solid background in roofing estimation, sales planning, executing sales, marketing plans, And hands on management of accounts.
--Highly developed skills and experience cultivating business partnerships to increase productivity, increasing revenues
--Strong skills in budgeting and financial management
--Self-motivated, resourceful and organized
--Well developed and creative presentation skills, persuasive communicator, and excellent Customer service
--Able to develop loyal relationships with customers, colleagues, and management
--Well-established network in the roofing and construction industry
--All residential and commercial roofi g project management

WORK HISTORY

May 1979-present
Batchelor's Inc., Roofing Contractors, Pensacola, Florida
Licensed Roofing Contractor/Florida State License December 1883

--Hands on management of accounts, including roof estimation, bid and presentation, follow up and all customer service on each account
--Budget and finance
--Staying current on all federal, state and county, construction, and OSHA rules and regulation
--Management of all employees on each job sight as well as office staff
--Purchasing materials and all negotiations with vendors
--Batchelor's Inc., Roofing Contractors is a well-respected 65 year old business, which I have been instrumental in the success of for over 34 years.

EDUCATION

--1979 Graduate of Pine Forest High School
--1979-1981 Course studies Pensacola Junior College

ADDITIONAL STUDIES AND COURSES

--Florida Roofing and Sheet Metal Continuing Education Courses
--The state of Florida Roofing and Sheet Metal Continuing Education Courses

ASSOCIATIONS

--Escambia County Competency Board 1987-1990
--Escambia County Competency Board 1993-Present
--Florida Roofing and Sheet Metal Association Board of Directors 10 years
--Pensacola Catholic High School Parent Teachers Association

HOBBIES AND INTERESTS

--Family
--Friends
--All sports

Published on *Escambia County, Florida* (http://www.myescambia.com)

Appointees Sought for Contractor Competency Board

Monday, March 14, 2016 - 4:39pm

The Escambia County Board of County Commissioners is seeking Escambia County residents interested in volunteering for four appointments to the Escambia County Contractor Competency Board.

Established under Ordinance 77-21, replaced by Ordinance 2003-27. The duties of the Board are to accept applications, administer examinations and issue Certificates of Competency as a certified contractor to those who qualify; record Certificates and issue renewals; make an annual report; investigate and take appropriate action on complaints. Members serve a three-year term of office and meet the first Wednesday of every month for approximately two hours, unless a special meeting is requested by the Board. Members receive $50 per meeting as compensation for their services.

Applicants wishing to be considered for possible openings for the Escambia County Contractor Board in May 2016 must possess a current and active license in one of the following trades:

- Roofing Contractor
- Plumbing/Gas Contractor
- Building Contractor
- Mechanical Contractor

Escambia County residents interested in serving on the Escambia County Contractor Competency Board are asked to submit a resume or letter indicating their desire to serve by the close of business on Friday, March 25, 2016. Resumes should be submitted to Jennifer Hampton, Administrative Assistant, Building Services Department, 3363 West Park Place, Pensacola, Florida, 32505.

Tags: Boards and Committees [1]

Source URL (retrieved on *03/28/2016 - 12:33pm*): http://www.myescambia.com/home/news/appointees-sought-contractor-competency-board

Links:
[1] http://www.myescambia.com/tags/boards-and-committees

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10205 **County Administrator's Report** **12. 14.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/05/2016
Issue: Scheduling of Appeal Hearing of a Decision by the Contractor Competency Board on April 6, 2016
From: Donald R. Mayo, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of an Appeal Hearing of a Decision by the Contractor Competency Board on April 7, 2016 - Donald R. Mayo, CBO, Building Services Department Director

That the Board approve the scheduling of an Appeal Hearing for June 2, 2016, at 5:32 p.m., to review the Petition for Review of the Contractor Competency Board Decision (made at its April 7, 2016, meeting), as filed by David G. Rademacher, Respondent, in the Complaint No.: COM141100044 - Glenn Olsen vs. David G. Rademacher d/b/a Horizon Sunrooms and Spas, Inc.

BACKGROUND:

The above referenced case is a contractor complaint originally filed on November 17, 2014 against David G. Rademacher dba Horizon Sunrooms and Spas Inc. On September 2, 2015, the Contractor Competency Board 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's finding, it was ordered that Respondent, David G. Rademacher, be assessed a $250.00 fine; $350.00 administrative fees; 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 filed a timely request for an appeal; the appeal hearing was properly advertised, and a review was held before the Board of County Commissioners on November 5, 2015. At that hearing, the Board of County Commissioners upheld the Contractor Competency Board's decision of September 2, 2015. However, the Respondent later alleged that he failed to receive proper notice of the November 5, 2015 appeal before the Board of County Commissioners and therefore did not attend the hearing. Based on Respondent's representation that he was unaware of the date of the

appeal hearing, the Contractor Competency Board, on April 6, 2016, reaffirmed its decision in Complaint No.: COM141100044, and it is from this decision that Respondent, David G. Rademacher, is seeking an appeal of the Contractor Competency Board's decision.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Recommendation was forwarded for review and approval for legal sufficiency by Meredith D. Crawford, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Recommendation is in compliance with Sec. 18-59, of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

CCB Appeal Request_David Rademacher_COM141100044

Notice of Hearing

Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

MEMORANDUM

TO: Jack R. Brown, County Administrator

FROM: Pam Childers
Clerk of the Circuit Court & Comptroller

By: _____
Liz Carew
Clerk to the Board

DATE: April 20, 2016

RE: Appeal of the Escambia County Contractor Competency Board's Decision in the Case against Horizon Sunrooms & Spas, Inc. (Case #COM141100044)

This is to advise you that on April 20, 2016, the Clerk to the Board's Office received a letter from David Rademacher, President, Horizon Sunrooms & Spas, Inc., appealing the Escambia County Contractor Competency Board's April 7, 2016, decision in the Case against Horizon Sunrooms & Spas, Inc. (Case #COM141100044).

In accordance with Chapter 18, Article II, Division 2, Section 18-59(a), of the Escambia County Code of Ordinances, within 20 days of the filing of the Petition, the Board of County Commissioners (BCC) shall issue an order providing for a notice and time of Hearing on the claim of the Petitioner before the BCC at its next regular meeting. A copy of the letter is attached.

Should you require additional information, please contact me by phone at (850) 595-3917 or by email at lcarew@escambiaclerk.com.

LFC/
Attachments

pc: Alison Rogers, County Attorney (with attachments)
Meredith Crawford, Assistant County Attorney (with attachments)
Sue Garrett, Secretary, Contractor Competency Board (with attachments)

4/19/2016

• • •

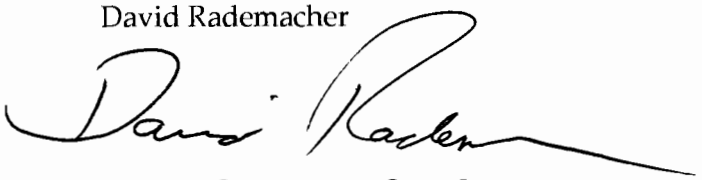
Horizon Sunrooms & Spas, Inc.
1257 W Nine Mile Rd
Pensacola, FL 32534

Board of County Commissioners
221 Palafox Place, Suite 400
Pensacola, FL 32502

Escambia County Commissioners,

I respectfully request an appeal review of the Contractor Competency Board decision of Case No: COM141100044 from April 7, 2016.

Sincerely,
David Rademacher



Horizon Sunrooms & Spas, Inc.
President

2016 APR 20 P 12:21
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS

IN THE COUNTY COURT OF
THE FIRST JUDICIAL CIRCUIT
IN AND FOR ESCAMBIA COUNTY, FLORIDA

DAVID RADEMACHER, d/b/a,
HORIZON SUNROOMS & SPAS
Appellant,

v. CASE NO.: COM141100044

ESCAMBIA COUNTY, CONTRACTOR
COMPETENCY BOARD,
Appellee.
_____/

NOTICE OF HEARING

YOU ARE HEREBY NOTIFIED that beginning at **5:32 p.m. C.S.T., on Thursday, June 02, 2016**, before the Board of County Commissioners of Escambia County, Florida at the Ernie Lee Magaha Government Building, 221 Palafox Place, First Floor, Pensacola, Florida, Escambia County will call for a hearing on the Appeal of the Escambia County Contractor Competency Board's Decision in the Case of David Rademacher, d/b/a Horizon Sunrooms & Spas vs. Escambia County, Contractor Competency Board.

Respectfully submitted,
Alison Rogers, County Attorney
221 Palafox Pl, Ste 430, Pensacola, FL 32502
Phone: (850) 595-4970, Fax: (850) 595-4979

Meredith Crawford

By: Meredith D. Crawford, Assistant County Attorney
Escambia County Attorney's Office
Florida Bar Number 0048086
mdcrawford@co.escambia.fl.us
Attorney for Defendant Escambia County, Florida

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by certified mail to David Rademacher, d/b/a Horizon Sunrooms & Spas, 1257 W Nine Mile Road, Pensacola, FL 32534; Glenn Olson, 1815 Tillman Avenue, Pensacola, FL 32526; and Jennifer Hampton, Escambia County, Contractor Competency Board, 3363 West Park Place, Room 104, Pensacola, FL 32505; on this 22nd day of April, 2016.

Respectfully submitted,
Alison Rogers, County Attorney
221 Palafox Pl, Ste 430, Pensacola, FL 32502
Phone: (850) 595-4970, Fax: (850) 595-4979

By: Meredith D. Crawford, Assistant County Attorney
Escambia County Attorney's Office
Florida Bar Number 0048086
mdcrawford@co.escambia.fl.us
Attorney for Defendant Escambia County, Florida

Pursuant to Fla. R. Jud. Admin. 2.516(b)(1)(A) Escambia County FL's counsel hereby designates its primary email address for the purposes of e-mail service as: mdcrawford@co.escambia.fl.us

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10082 **County Administrator's Report** **12. 15.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/05/2016
Issue: Resolution Supporting 2017 Pensacola Double Bridge Run
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Resolution Supporting the 2017 Pensacola Double Bridge Run - Joy D. Blackmon, P.E., Public Works Department Director

That the Board adopt and authorize the Chairman to sign the Resolution supporting the 2017 Pensacola Double Bridge Run.

BACKGROUND:

Pensacola Sports (formerly known as Pensacola Sports Association, Inc. [PSA]) will host the 2017 Pensacola Bridge Run on February 4, 2017. The nationally-recognized race will start at the Vince Whibbs Community Maritime Park, wind through Historic Downtown before heading south across the Pensacola Bay Bridge, through Gulf Breeze, and over the Bob Sikes Bridge to Pensacola Beach. Pensacola Sports has significantly increased the event's amenities to improve the participants' experiences; they have also increased regional and national marketing efforts.

These efforts have been very successful, as the race has sold out of available entries the last three years and is now recognized as the 13th largest 15K in the country. Pensacola Sports is coordinating with the necessary government agencies to develop a plan to close the entire northbound lane of traffic on the 3 Mile Bridge for the event. To allow disruption in traffic on a state road, the Florida Department of Transportation (FDOT) requires an official letter of authorization and/or a Resolution supporting the Pensacola Double Bridge Run from Escambia County, Santa Rosa County, City of Pensacola, and the City of Gulf Breeze.

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:

Public Works Department staff will coordinate with Pensacola Sports personnel and FDOT. Staff will transmit a certified copy of the Resolution to Pensacola Sports and to FDOT.

Attachments

Resolution

MOT Permit App

RESOLUTION NUMBER R2016-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE 2017 PENSACOLA DOUBLE BRIDGE RUN AND PROPOSED ROAD CLOSURE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Pensacola Sports Association, Inc. ("Pensacola Sports") will host the 2017 Pensacola Double Bridge Run on February 4, 2017. The nationally recognized race will start at the Vince Whibbs Community Maritime Park and wind through Historic Downtown before heading south across the Pensacola Bay Bridge and on to Pensacola Beach; and

WHEREAS, Pensacola Sports has significantly increased the event amenities to improve the participant's experience and also increased the regional and national marketing efforts for the event. Both efforts have been very successful as the race has sold out of available entries the last three years and is now recognized as the 13th largest 15k in the Country; and

WHEREAS, Pensacola Sports is coordinating with the necessary government agencies to develop a plan to close the entire northbound lane of traffic on the Pensacola Bay Bridge during the event; and

WHEREAS, the Florida Department of Transportation requires an official let of authorization and/or a Resolution from Escambia County, Santa Rosa County, the City of Pensacola, and the City of Gulf Breeze supporting the event and the proposed initiative.

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

SECTION 1. That the above stated recitals are true and correct and incorporated herein by reference.

SECTION 2. That the Board hereby supports the 2017 Pensacola Double Bridge Run and further supports the proposed plan to close the northbound lane of traffic on the Pensacola Bay Bridge during the event.

SECTION 3. That this Resolution shall take effect upon adoption by the Board of County Commissioners.

ADOPTED this _____day of _____ 2016.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk (seal)

Approved as to form and legal sufficiency.

By/Title:

Date: 1/18/16

PERMIT NUMBER

010-16

EMERGENCY CONTACT

PPD Dispatch

EMERGENCY PHONE

850-435-1845

PENSACOLA
THE UPSIDE of FLORIDA

Special Event Permit

Parks & Recreation Department
222 W Main St Pensacola, FL 32502
Phone: 850-436-5670
specialevents@cityofpensacola.com

Event Name: Double Bridge Run

Event Type: Community Event ☐ Concert ☐ Festival ☐ Parade ☐ Private Event ☐ Run/Walk/Bicycle Event ☒ Sports Event ☐

Other _____

Event Location: CMP-Gulf Breeze

Event Set-Up Date: 2/12/2016

Event Set-Up Time: 9 AM

Event Start Date: 2/13/2016

Event Start Time: 4:30 AM

Event End Date: 2/13/2016

Event End Time: 8:30 AM

Event Breakdown Date: 2/13/2016

Event Breakdown Time: 8:30 AM

Event Organizer: Pensacola Sports Association

Point of Contact: Paul Epstein

On-Site Phone Number: 850-324-9222

List of Full or Partial Street Closures

See attachments for locations

Invoking Specialty Center YES ☐ NO ☒

Allowing Open Container YES ☐ NO ☒

Admission Fee YES ☐ NO ☒

Estimated Attendance (per day) 1001-5000 attendees

Fireworks YES ☐ NO ☒

Animals Allowed YES ☐ NO ☒

Special Variance Granted YES ☒ NO ☐

EMT On-Site YES ☒ NO ☐

Utility Access None

Method of Clean-Up Keep Pensacola Beautiful

Permit Fee Paid $250

Deposit Paid On File Refund Requested YES ☐ NO ☒

Date Permit Issued 2/11/2016

010-16

PENSACOLA
THE UPSIDE of FLORIDA

Special Event Permit Application

City of Pensacola
222 West Main Street - Pensacola, FL 32502
Phone: (850) 436-5670 Fax: (850) 436-5199
specialevents@cityofpensacola.com

Instructions: In order to process an application all applicable pages must be filled out completely and submitted with payment. Pages 1-5 are mandatory with every application. When getting department approvals (page 3) you may contact by phone, email, or in person. For questions about requirements, fees, or the application process contact the Special Event Office.

EVENT INFORMATION (PLEASE CHECK ALL THAT APPLY)

☐ CONCERT ☐ PARK FESTIVAL ☐ STREET FESTIVAL ☒ RUN/WALK ☐ FUNDRAISER

☐ PARADE/PROCESSION ☐ SPORTS EVENT ☐ FISHING EVENT ☐ PRIVATE EVENT ☐ SALE/MARKET

☐ OTHER _____ ☐ OPEN TO THE GENERAL PUBLIC

Event Name: Double Bridge Run

Event Location: Start CMP-see Map Date(s) of Event: 2/13/16 to _____

Time of Event: Day 1 0430 to 0830 Day 2 _____ to _____ Day 3 _____ to _____

Set Up Date : 2/12/16 Set Up Time: 0900 Breakdown Date: 2/13/16 Breakdown Time: 0830

Will an Admission Fee be charged? ☐ YES ☒ NO Admission Fee: _____

If YES, will tickets be sold in advance or at the gate or both? ☐ IN ADVANCE ☐ AT THE GATE ☐ BOTH

Estimated Attendance: 3500 /per day Is this an annual event? ☒ YES ☐ NO

If YES, list the date(s) requested next year: 2/4/17 to _____

List of Street Closures, if applicable:

Street Name	Between	And
see map		

APPLICANT & EVENT ORGANIZER INFORMATION

☐ INDIVIDUAL ☒ NOT-FOR PROFIT ☐ FOR PROFIT ☐ CHARITY ☐ CHURCH ☐ OTHER

Name of Organization: Pensacola Sports

Address: 101 W Main St City: Pensacola State: FL Zip: 32502

Phone: 850-434-2800 Email: _____

Point of Contact: Paul Epstein

Phone: 850-324-9222 Email: paul@werunwild.com

Special Event Questions

Below are questions about the event. Please answer all questions and attach additional documents, if necessary, to the application.

Will Restroom Facilities be available on site? ☒ YES ☐ NO
If yes, describe porto-lets and Stadium

Will there be amplified sound? ☒ YES ☐ NO
If yes, times requested 0600 to 0800 (1)

Will food or non/alcoholic beverages be sold or given away? ☒ YES ☐ NO

Will food be cooked at the event? ☐ YES ☒ NO

Will Specialty Center be invoked? (2) ☐ YES ☒ NO

Will an admission fee be charged? ☐ YES ☒ NO

Will alcoholic beverages be sold or given away? ☐ YES ☒ NO
If yes, liquor liability insurance must be attached.

Will there be fireworks? If yes, a pyrotechnics plan must be attached. ☐ YES ☒ NO

Will equipment from the City of Pensacola be needed? (Page 6) ☒ YES ☐ NO

Will unimproved lots be used for parking? ☐ YES ☒ NO
If yes, a parking permit must be attached. (Page 7)

Will a City park be utilized? ☐ YES ☒ NO
If yes, a park rental agreement must be attached. (Page 8)

Will animals/pets be allowed at event? ☐ YES ☒ NO
If yes, a special variance & insurance must be attached. (Page 10)

Will vendors be selling merchandise, food, or wares? ☐ YES ☒ NO
If yes, a vendor information form must be attached. (Page 11)

Will "Temporary No Parking" signs be utilized? ☐ YES ☒ NO
If yes, a sign agreement must be attached. (Page 12)

Will tents larger than 10 X 10 be erected? If yes, a tent permit must be attached. ☐ YES ☒ NO

Will an EMT be on site? ☒ YES ☐ NO

Will stages be erected? ☐ YES ☒ NO
If yes, a stage permit must be attached.
If using the City owned stage a permit is not necessary.

Will your event be using State Roads? If yes, an MOT is required 60 days prior to your event. ☒ YES ☐ NO

(1) Requested times between 11:00 pm and 7:00 am require a special variance. Variance must be attached. (page 10)

(2) Specialty Center is a designated area. Contact the Special Events Office if more information is needed.

Additional Required Documents

Below are documents that are required to be submitted with the application. Applications will be considered incomplete without these documents. For additional information about these documents please contact the special event office.

☒ **Event Site Map or Race Route Map:** Event organizers must provide a **site map** with vendor locations, porta potties, run/walk route, etc. ten (10) days prior to the event.

☒ **Insurance Certificate** ☐ **FL Division of Corp Annual Report** ☐ **Tent Permit**

☒ **Tax Exempt Certificate and/or 501(c)3 Documentation if the entity is claiming tax exempt and/or non-profit status.**

CITY APPROVAL FORM

Event organizers must receive approval from all required departments below. Some departments may be required if they are applicable to the event. Read the field of expertise to determine which applies to the event. When emailing staff please copy the special events coordinator assigned to the event.

Required Departments

Department & Representative	Contact Information	Field of Expertise	Contact Method	Approval Received
Pensacola Police Sgt. Steve Rankin Officer Jamie Briarton Lt. Tommi Lyter—Maritime Park	711 N Hayne Street 850-435-1945 srankin@cityofpensacola.com Jbriarton@cityofpensacola.com tlyter@cityofpensacola.com	Street Closures; Traffic & Safety Plans; Event Site Maps; Parade Routes; Run/Walk/Bicycle Routs; Security	[X] EMAIL [ ] PHONE [ ] IN PERSON	12 / 1 Month Day
Pensacola Fire David Allen, Fire Marshall Cpt. Jose Cobbs	1 N "Q" Street 850-436-5200 dallen@cityofpensacola.com jcobbs@cityofpensacola.com	Fire Lane; Fire Truck; Outdoor Cooking/Grilling; Flame Activities; Large Tents	[X] EMAIL [ ] PHONE [ ] IN PERSON	12 / 1 Month Day
Pensacola Fire—EMT Cpt. Rick Simmons	1 N "Q" Street 850-436-5200 rsimmons@cityofpensacola.com	EMT Requirements	[X] EMAIL [ ] PHONE [ ] IN PERSON	12 / 1 Month Day
Risk Management Tom Mulroy, Insurance Analyst Mary Smith, Insurance Analyst	222 W Main Street, 6th Floor 850-435-1731 tmulroy@cityofpensacola.com masmith@cityofpensacola.com	Insurance Requirements; Alcohol Insurance; Live Animal Insurance; Liability Risks	[X] EMAIL [ ] PHONE [ ] IN PERSON	/ Month Day

If Applicable Departments

Department & Representative	Contact Information	Field of Expertise	Contact Method	Approval Received
Inspection Services William Weeks, Director Stephanie Chwastyk, Sr. Officer	222 W Main Street, 5th Floor 850-436-5600 wweeks@cityofpensacola.com schwastyk@cityofpensacola.com	Permits for Large Tents, Stages & Platforms, and Banners on Garden Street	[ ] EMAIL [ ] PHONE [ ] IN PERSON	/ Month Day
Neighborhood Services Bill Kimball, Parks Superintendent	222 W Main Street, 4th Floor 850-436-5670 bkimball@cityofpensacola.com	Park Rentals	[ ] EMAIL [ ] PHONE [ ] IN PERSON	/ Month Day
Port of Pensacola Glenda White, Manager	700 S Barracks Street 850-436-5070 gwhite@cityofpensacola.com	Port Traffic Requirements; Boating & Water Requirements; Commendencia Slip; Events located on Main St & South of Main	[ ] EMAIL [ ] PHONE [ ] IN PERSON	/ Month Day
Public Works & Facilities Ryan Novota, Transportation Engineer	2757 N Palafox St 850-435-1755 rnovota@cityofpensacola.com	State Road Closures that do not have a previously approved MOT	[ ] EMAIL [ ] PHONE [ ] IN PERSON	/ Month Day

I am aware of the rules and regulations as they pertain to special events and agree to abide by these rules and regulations. I understand that the event must adhere to all City of Pensacola ordinances. I am duly authorized by the Organization to submit this application on its behalf and agree to be financially responsible for any fees and costs that may be incurred by or on behalf of the event in the City of Pensacola. I certify that the information that I have provided on this application is true and to best of my knowledge. If the event details change, I agree to submit a revised application or provide additional information in writing at least 10 days prior to the event.

Name (please print): Paul Epstein

Signature: Paul Epstein Date: 12/10/15

HOLD HARMLESS AGREEMENT

For and in consideration of having been granted permission by the City of Pensacola to hold a Special Event within the City of Pensacola limits, the undersigned hereby agrees on behalf of the organization, to indemnify and hold harmless the City of Pensacola, 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 conjunction with loss of life, bodily injury or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with this permitted activity.

The undersigned also agrees to protect and hold harmless the City of Pensacola, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses, present, past or future which may be asserted by this organization, or any member of this organization, or any participant of third party arising out of or occurring in connection with this permitted event.

By the signature to this document the undersigned acknowledges that it understands the contents of this document and is voluntarily agreeing to its terms.

In witness whereof I have here unto set my hand and seal this 5 day of January in 2016.

Name of Special Event Double Bridge Run

Date(s) of Special Event Feb. 13, 2016

Notary Wanda E. Bomar
Signature

Pensacola Sports
Name of Organization

WANDA E. BOMAR
Notary Public - State of Florida
My Comm. Expires Nov 14, 2017
Commission # FF 037951
Bonded Through National Notary Assn.

(STAMP)

JASON LIBBERT
Printed Name

Jason Libbert
Signature of Legally Authorized Representative

Director of Events
Title

OUTDOOR CLEAN-UP FORM

It is understood that clean-up will be performed immediately following the event. Clean-up includes but is not limited to the removal of all garbage, signs, banners, tents, and traffic control devices (i.e. cones, barrels, signs, barricades, and Changeable Message Signs) from the event area, public right-of-way, and/or City property. Inspection will then be made by a Code Enforcement Officer to determine bond disposition. Failure to adequately clean-up event site may result in forfeiture of full or partial clean up bond. The undersigned agrees to accept all responsibility for event clean-up. Deposit refunds will be processed in the next available check cycle of the City of Pensacola.

Event Name: Double Bridge Run

Date(s) of Event: 2/13/16

Event Location: CMP-see map

Deposit Amount: ☐ $0 ☐ $500 ☐ $1000 ☒ On File

Refund Requested: ☐ YES ☒ NO

Method of Clean Up: ☒ Keep Pensacola Beautiful ☐ Self Clean Up ☐ Volunteers (Describe)

If performing self clean up or using volunteers contact information must be provided for the person in charge of overseeing the clean up.

Contact Name: _____

Contact Phone Number: _____

Paul Epstein
Printed Name

Paul Epstein
Signature—Responsible Party

12/10/15
Date

NOTIFICATION OF CLEAN UP METHOD WILL BE PROVIDED TO THE CODE ENFORCEMENT DEPARTMENT.

CITY EQUIPMENT ORDER FORM

Event Name	Event Location
Double Bridge Run	CMP, Pensacola Beach
Load In Date	**Load In Time**
2/12/16	0900
Load Out Date	**Load Out Time**
2/13/16	1000
Contact Name	**Contact Number**
Paul Epstein	850-324-9222

* ***Fees and Order Form are due two (2) prior to event to ensure delivery.***
* ***Please include site map where equipment will be delivered.***

EQUIPMENT OPTIONS (check what is needed)

☐ **STAGE**

16'x24' stage with railings and stairs. Rental is based on availability.

FEE: $515.00 + tax ($553.65)

☐ **BLEACHERS** **Units Needed:** _____ **Cost:** _____

The bleachers are 3 tier bleachers and are15' in length. There are up to 6 bleacher units available to rent - based on availability due to other City-sponsored sporting events.

FEE: $155.00 + tax per unit ($166.65)

☒ **BARRICADES** **Units Needed:** 370 (120 at CMP, 250 at Beach) **Cost:** 1665.00

The barricades are 8' long. Event organizer will be responsible for providing a lock and key to the Parks Department prior to their event.

FEES:

One Day Event
$4.50 per barricade.
$3.50 per barricade
if barricades are picked up and brought back by user.

Two or More Day Event
$3.75 per barricade per day.
$3.00 per barricade
if barricades are picked up and brought back by user.

Set-Up/Breakdown Fee
$2.00 per barricade

Delivery/Pick-Up Fee
$125 for 1-49 barricades. Delivery fee is waived for 50 or more barricades.

☐ **STREET SWEEPER**

The City will operate two (2) street sweepers and one (1) dump truck to remove debris from the road immediately following the event. Mandatory for parades and any large event deemed necessary by Public Works and Facilities.

FEE: $1,500.00

Total Amount Due: $_____

Payment is due prior to the event. Payments can be mailed to Special Events City of Pensacola P.O. Box 12910 Pensacola FL 32591 or delivered to the Special Events office on the 4th Floor of City Hall, 222 W Main St.

PENSACOLA
THE UPSIDE of FLORIDA

Special Variance Request

City of Pensacola
222 West Main Street - Pensacola, FL 32502
Phone: (850) 436-5670 Fax: (850) 436-5199
specialevents@cityofpensacola.com

EVENT INFORMATION

Name of Event: Double Bridge Run

Event Location: CMP

Date(s) of Event: 2/13/16 to _____ Time of Event: 0430 to 0800

Name of Organization: Pensacola Sports

Point of Contact: Paul Epstein

Phone: 850-324-9222 Email: paul@werunwild.com

VARIANCE REQUESTED INFORMATION

It is understood that by requesting this variance of the special regulation(s) in regards to the City Parks and/or City Code, the above named person(s)/organization has assured the City of Pensacola that if by receiving approval of the variance any and all damage that may occur as a result of this request will be repaired and invoiced to the Organizer of the activity held in the City Park. This repair must be paid prior to any future approved park rentals. An inspection will be performed immediately following the event to determine if the variance approval that has been granted created the opportunity for damage and if any damage to any City property has occurred.

Variance Requested: Amplified sound (music, anouncements) and starting canon

music/anouncements starting at 0530, canon at 0700-0710

OFFICE USE ONLY

Variance Approved ☐ YES ☐ NO

To Be Used with Special Event Permit: _____

Signature: _____ Date: _____

Brian Cooper, Neighborhood Services Director

PENSA22 OP ID: KB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/04/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiles-McLeod Insurance, Inc. PO Box 2747 Pensacola, FL 32513 Gregory W. Tober	CONTACT NAME: Gregory W. Tober PHONE (A/C, No, Ext): 850-432-9912 FAX (A/C, No): 850-432-3875 E-MAIL ADDRESS: gtober@hilesmcleod.com
INSURED Pensacola Sports Association c/o Miriam Yarbough P.O.Box 12463 Pensacola, FL 32591	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Cincinnati Insurance Company — 10677 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		CAP5224534	01/01/2016	01/01/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ excluded $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			CAP5224534	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Double Bridge Run
Saturday, Feb. 13, 2016

CERTIFICATE HOLDER

COMMUNM

COMMUNITY MARITIME PARK ASSOCIATES, INC.
222 WEST MAIN STREET
Pensacola, FL 32502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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PENSA22 OP ID: KB

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PRODUCER Hiles-McLeod Insurance, Inc. PO Box 2747 Pensacola, FL 32513 Gregory W. Tober	CONTACT NAME: Gregory W. Tober PHONE (A/C, No, Ext): 850-432-9912 FAX (A/C, No): 850-432-3875 E-MAIL ADDRESS: gtober@hilesmcleod.com
INSURED Pensacola Sports Association c/o Miriam Yarbough P.O.Box 12463 Pensacola, FL 32591	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Cincinnati Insurance Company — 10677 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			CAP5224534	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Double Bridge Run
Saturday, Feb. 13, 2016

CERTIFICATE HOLDER

CITYOFP

City of Pensacola
Risk Management
P.O. Box 12910
Pensacola, FL 32521

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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PENSA22 OP ID: KB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/05/2016

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PRODUCER Hiles-McLeod Insurance, Inc. PO Box 2747 Pensacola, FL 32513 Gregory W. Tober	CONTACT NAME: Gregory W. Tober PHONE (A/C, No, Ext): 850-432-9912 FAX (A/C, No): 850-432-3875 E-MAIL ADDRESS: gtober@hilesmcleod.com
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Double Bridge Run
Saturday, Feb. 13, 2016

CERTIFICATE HOLDER

ESCAMBK

Escambia County
Parks & Recreation Department
1651 E. Nine Mile Road
Pensacola, FL 32514

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POS SALES RECEIPT

Receipt # 365299
Payment Date: 02/02/16
Household #: 19005

City Hall - Neighborhood Svcs
222 W Main St
Pensacola FL 32502

Phone: (850)436-5670
www.ci.pensacola.fl.us

Pensacola Sports
101 W. Main Street
Pensacola FL 32502

Cell Ph:

POS Transaction Details

		Fees + Tax	Discount	Prev Paid	Cur Paid	Amount Due
Misc:	**CMP STADIUM USE, CMPST**					
Quantity:	1	855.70	0.00	0.00	855.70	0.00
Family Member:						
Misc:	**COMMUNITY EVENT, ECOMEV**					
Quantity:	1	268.75	0.00	0.00	268.75	0.00
Family Member:						
Misc:	**Barricade Rental, SEBARR**					
	No Tax					
Quantity:	1	1,665.00	0.00	0.00	1,665.00	0.00
Family Member:						

Processed on 02/02/16 @ 09:21:02 by ELW

FEES CHARGED ON NEW LINE ITEMS (+)	2,711.00
DISCOUNT APPLIED AGAINST THESE FEES (-)	0.00
TAX CHARGED ON NEW FEES (+)	78.45
TOTAL DUE	**2,789.45**
NEW FEES PAID ON THIS RECEIPT (-)	2,789.45
TOTAL PAID	**2,789.45**

Payment of ==> 2,789.45 Made By ==> CHECK With Reference ==> CK#11831; Dble Bridge Run 2016

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM

Pensacola Sports
P.O. Box 12463
Pensacola,FL 32591
(850) 434-2800

Coastal Bank & Trust
63-814/632

11831

1/28/2016

PAY TO THE ORDER OF CITY OF PENSACOLA-PARKS & REC $ **2,789.45

Two Thousand Seven Hundred Eighty-Nine and 45/100********** DOLLARS

CITY OF PENSACOLA
PARKS & RECREATON DEPT
222 WEST MAIN STREET
PENSACOLA, FL 32502

MEMO DBR PERMITS & BARRICADE RENTAL

AUTHORIZED SIGNATURE

Details on Back. Security Features Included

⑈011831⑈ ⑆063208140⑆ 02 588 7⑈

11831

Pensacola Sports

CITY OF PENSACOLA-PARKS & REC 1/28/2016

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
1/28/2016	Bill	20160213	2,789.45	2,789.45		2,789.45
					Check Amount	2,789.45

COASTAL BANK - OP DBR PERMITS & BARRICADE RENTAL 2,789.45

FDOT

Florida Department of Transportation

RICK SCOTT
GOVERNOR

6025 Old Bagdad Hwy
Milton, FL 32583

Jim Boxold
SECRETARY

DATE: February 9, 2016

FROM: Elizabeth Townsend

TO: Kim Carmody, (Event Coordinator) City of Pensacola

SUBJECT: (Double Bridge Run) Permit

PROJECT LOCATION: Pensacola, FL

Hello Ms. Carmody,

I am sending 4 sets of approved FDOT General Use Permit for Double Bridge Run on Pensacola/Gulf Breeze FL.

Please contact me if you have any questions.

THANK YOU,

Elizabeth Townsend
Permits Inspector
6025 Old Bagdad Hwy.
Milton, FL 32583
(O) 850-981-2818

Cc: File

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

GENERAL USE PERMIT

Date: December 17, 2016 Permit No.: 16K3950005

Name of Applicant or Authorized Agent: Paul Epstein, Race Director, Running Wild

Entity (if applicable): Pensacola Sports Association - Double Bridge Run

(If entity, furnish contact information for responsible representative)

Address: 101 West Main Street Zip Code: 32502

City/State: Pensacola Florida, Telephone No.: 850-434-2800

Email Address: paul@werunwild.com

Activity / Project Site

County: Escambia State Road: 30 Section: 48080, 48100, 58030

From Mile Post: 3.915 to Mile Post: 4.355

Construction Proposed or Underway: Yes ☐ No ☒ FM Project No.:

Name of Municipality if Work is within Limits: City of Pensacola, Escambia County, CIty of Gulf Breeze

Description of Work Activity: Run course covers approximately ten(10) miles of State, County , and City roadways on February 13, 2016 from 6:30a.m. until 10:00a.m.

Previously permitted: 15K3950003

General Provisions

1. Attach any pertinent plans or drawings.
2. Attach notification letters sent to any Utilities both aerial and underground that will be potentially impacted.
3. The designated FDOT Engineer shall be notified 48 hours prior to beginning of work. Contact FDOT PERMITS DEPT. at (850) 981-3000.
4. All work, materials and equipment shall be subject to inspection and approval by FDOT. Applicants certification of work at completion is required.
5. The permittee shall be responsible to place and display safety devices and proper maintenance of traffic in accordance with the latest version of the Department's Design Standards, index series 600, or an alternative plan signed and sealed by a professional Engineer and attached with the permit.
6. All FDOT property shall be restored to its original condition. Any damage to FDOT property as a result of this work shall be repaired and restored in a manner acceptable to the FDOT at the sole expense of the permittee.

Special Provisions

City of Pensacola and the Pensacola Police are aware of this event.

Kim Carmody

Conditions

1. In the event the permittee fails to meet any of the requirements of this permit by the FDOT, the permitted activity must cease until brought into compliance. If compliance can not be met, then the permit will be rendered void and said work shall be removed from the right of way at no cost to the FDOT.

2. Work shall commence within 30 days of permit approval.
   Work shall be completed by 2/14/2016 (Date).

3. The rights and privileges herein set out are granted only to the extent of the State's right, title and interest in the land to be entered upon and used by the permittee, and the permittee will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend and save harmless the State of Florida and the FDOT from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by said permittee of the aforesaid rights and privileges.

Applicant

I hereby agree to comply with all terms and conditions set forth and described in this permit.

Paul Epstein, Race Director	Paul Epstein	1/6/16
Printed or Typed Name and Title	Signature	Date

FDOT

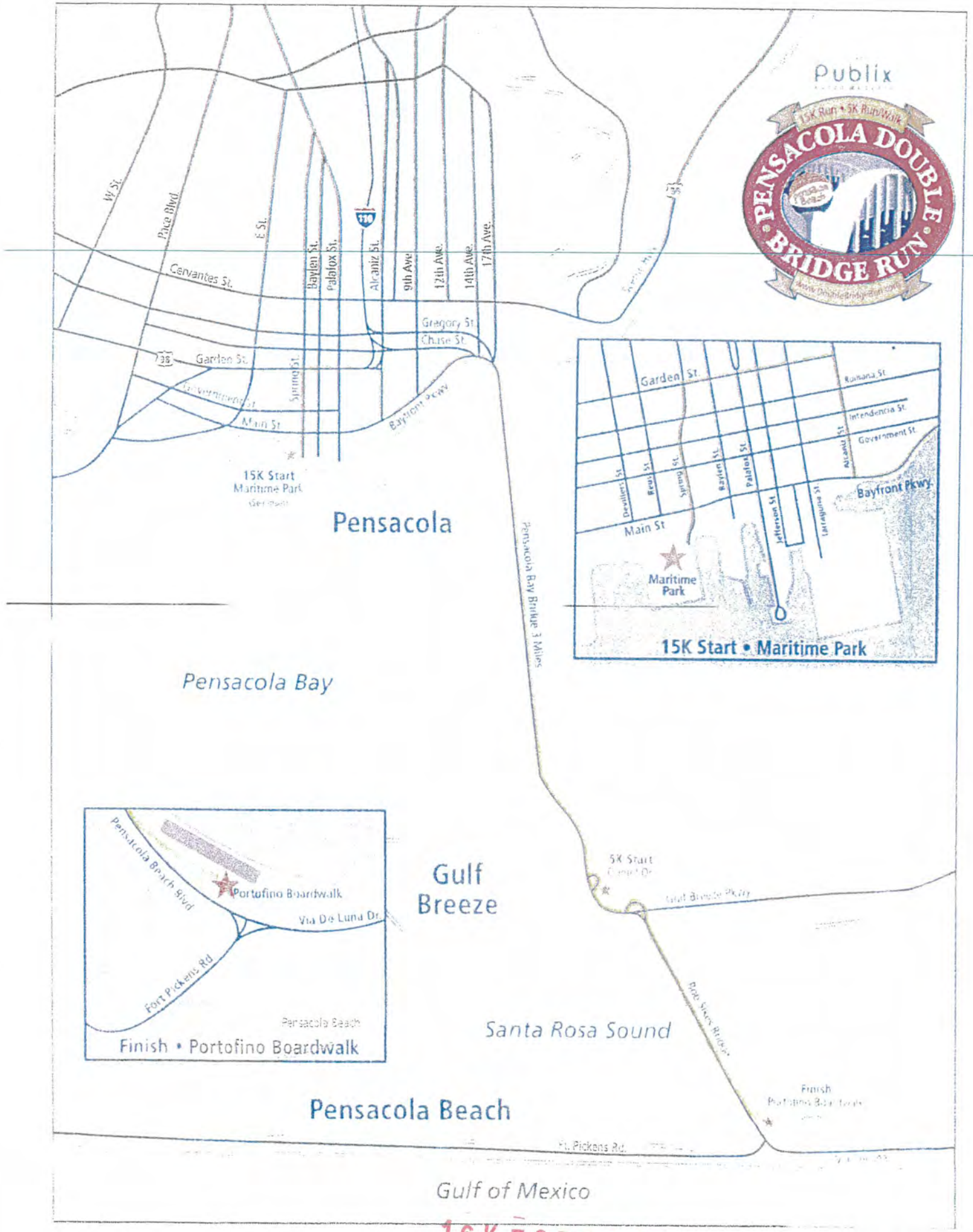
Approved By: KELLI B. RICE P.E. | Kelli B Rice | 1/27/16

Print Designated Engineer | Signature | Date

OPERATIONS PROGRAM ENGR.
Title

16K3950005

ATTACHMENT A - OVERALL COURSE MAP



16K3950005

15K3950003

ATTACHMENT B
MOT/Safety control measures Double Bridge Run

1. **Law Enforcement Assistance**
   Pensacola Police Department (PPD): 23 officers: See **Exhibit 1** for locations.
   Gulf Breeze Police Department (GBPD): Min. 16 officers: See **Exhibit 2** for locations.
   Escambia County Sherriff's Office (ECSO): 9 deputies: Pensacola Beach and Bay Bridge.

2. **Course Marshals**
   Military volunteers: 15-20

3. **General Course Description**
   The course starts at the Community Maritime Park (CMP) in downtown Pensacola on Bayfront Parkway, goes north on Spring Street then east on Garden Street. Runners travel east in the eastbound right/"slow" lane separated from vehicular traffic by traffic cones, police officers and course marshals. See **Figure 1** and **Figure 2**.

   Runners then turn south onto Alcaniz Street to Bayfront Parkway (**Figure 3**) turning east into the westbound right/"slow" lane (**Figure 3** and **Figure 4**). Runners travel east in the westbound right/"slow" lane crossing the 3 mile bridge and are separated from vehicular traffic by traffic cones, police officers and course marshals. (**Figure 4**)

   Going through Gulf Breeze runners are traveling south in the northbound "slow" lane on Hwy 98 to the overpass ramp for Highway 399 (**Figure 5**). Runners are separated from vehicular traffic by traffic cones, police officers and course marshals.

   Runners travel south on Highway 399 crossing the Bob Sikes Bridge and continuing south in the northbound "slow" lane to the north entrance of the Boardwalk Parking lot (**Figure 6**). Runners are separated from vehicular traffic by traffic cones, police officers, deputies and course marshals.

   No intersections shall be closed for more than 10 minutes. Traffic flow will be stopped only when the runners are passing each intersection which should be 2 to 3 minutes in duration.

4. **Message Boards / FDOT Standard 613**
   Two message boards (PCMS) will be utilized to notify traffic of the event and the Sunguide ITS on Interstate 110 will also be used for notification of the event. The message board locations are shown on the Exhibits. The message shall read "Double Bridge Run, Saturday February 1, 7AM till 9AM". FDOT Design Standard 613 is proposed and is attached. Traffic cones shall be used throughout and shall be removed immediately following the event through each street section. No traffic detours are necessary.

16K3950005

15K3950003

Traffic/Safety control measures Double Bridge Run

1. **Law Enforcement**
   Pensacola Police: 20 officers
   Gulf Breeze Police: 22 officers
   ECSO: 8 deputies

2. **Course Marshals**
   Military volunteers: 15-20

3. **Course Description**
   The course starts at the CMP on Bayfront Parkway, goes north on Spring Street then east on Garden St. Runners travel east in the eastbound "slow" separated from vehicular traffic by traffic cones, police officers and course marshals.

   Runners then turn south onto Alcaniz to Bayfront Parkway turning east into the westbound "slow" lane. Runners travel east in the westbound "slow" lane crossing the 3 mile bridge and are separated from vehicular traffic by traffic cones, police officers and course marshals.

   Going through Gulf Breeze runners are traveling south in the northbound "slow" lane on Hwy 98 to the overpass ramp for 399. Runners are separated from vehicular traffic by traffic cones, police officers and course marshals.

   Runners travel south on 399 crossing the Bob Sikes Bridge and continuing south in the northbound "slow" lane to the north entrance of the Boardwalk Parking lot. Runners are separated from vehicular traffic by traffic cones, police officers, deputies and course marshals.

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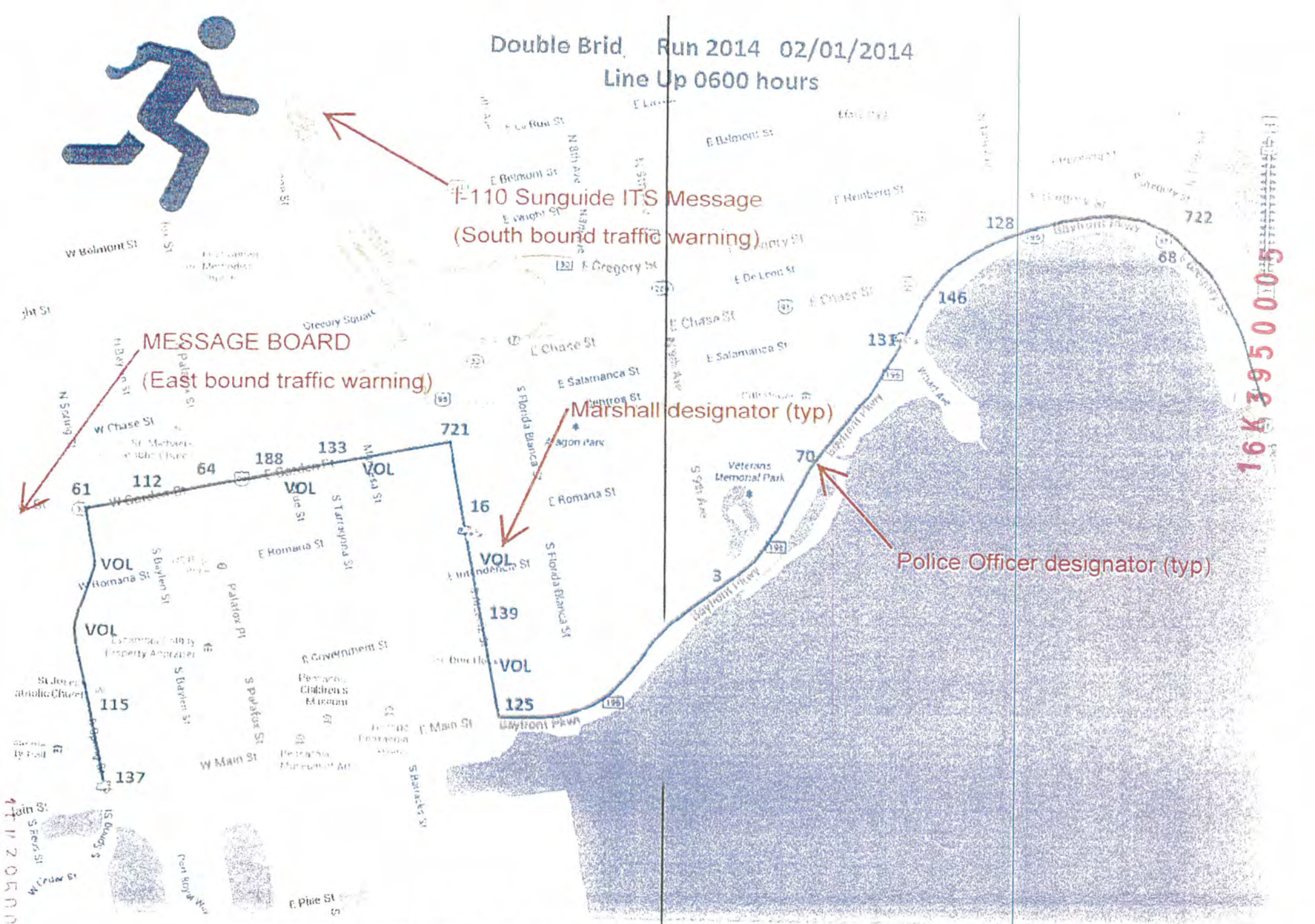
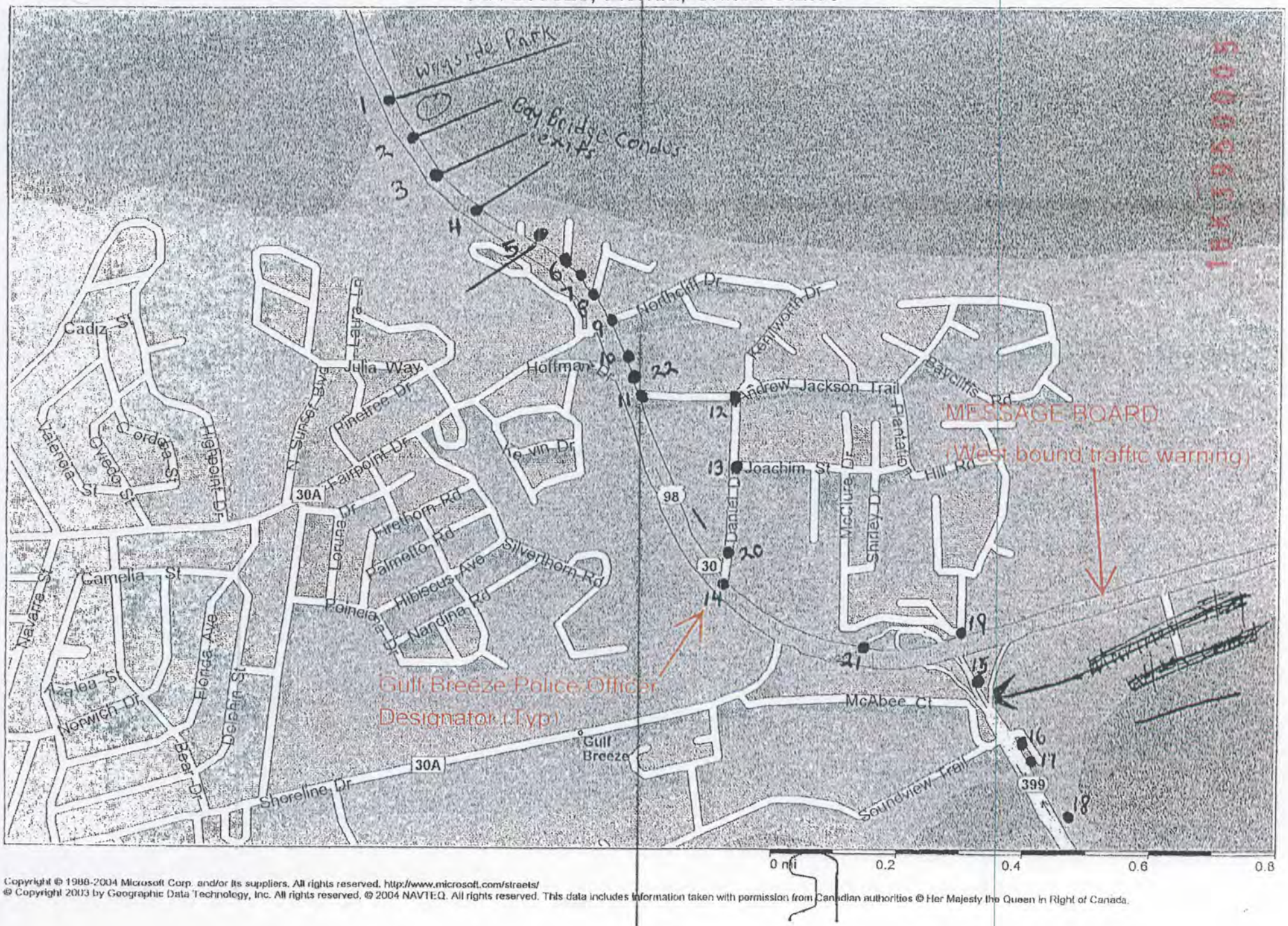


EXHIBIT 1 - PENSACOLA POLICE DEPARTMENT and MARSHALL LOCATIONS

Exhibit 2 - Gulf Breeze Police Department Locations
Gulf Breeze, Florida, United States



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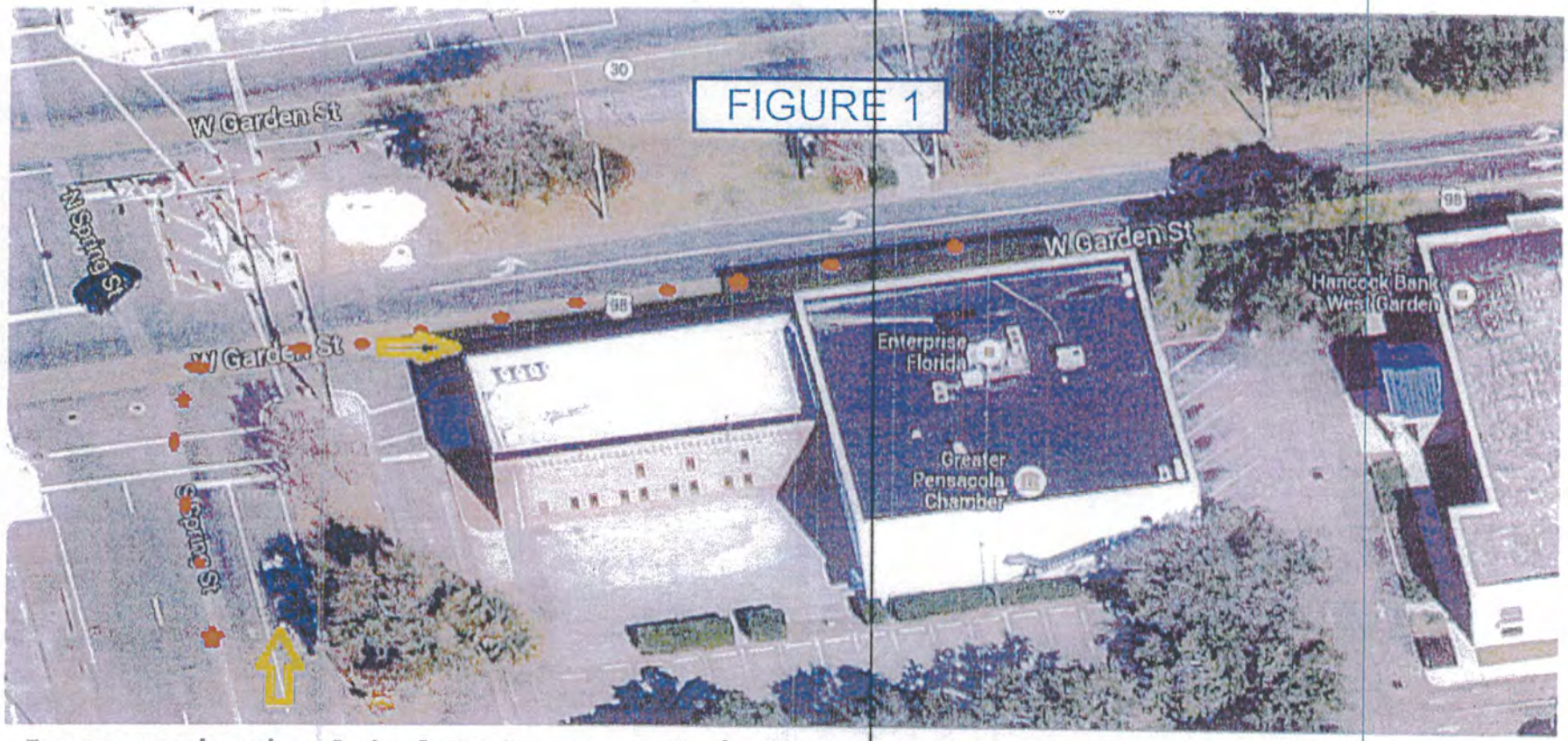
© Copyright 2003 by Geographic Data Technology, Inc. All rights reserved. © 2004 NAVTEQ. All rights reserved. This data includes information taken with permission from Canadian authorities © Her Majesty the Queen in Right of Canada.

16K3950005



Runners travel north on Spring St turning east onto Garden St. Red dots show approximate cone locations restricting runners to the eastbound "slow" lane. Cones continue along Garden street to the intersection of Garden and Alcaniz where runners turn south onto Alcaniz St.

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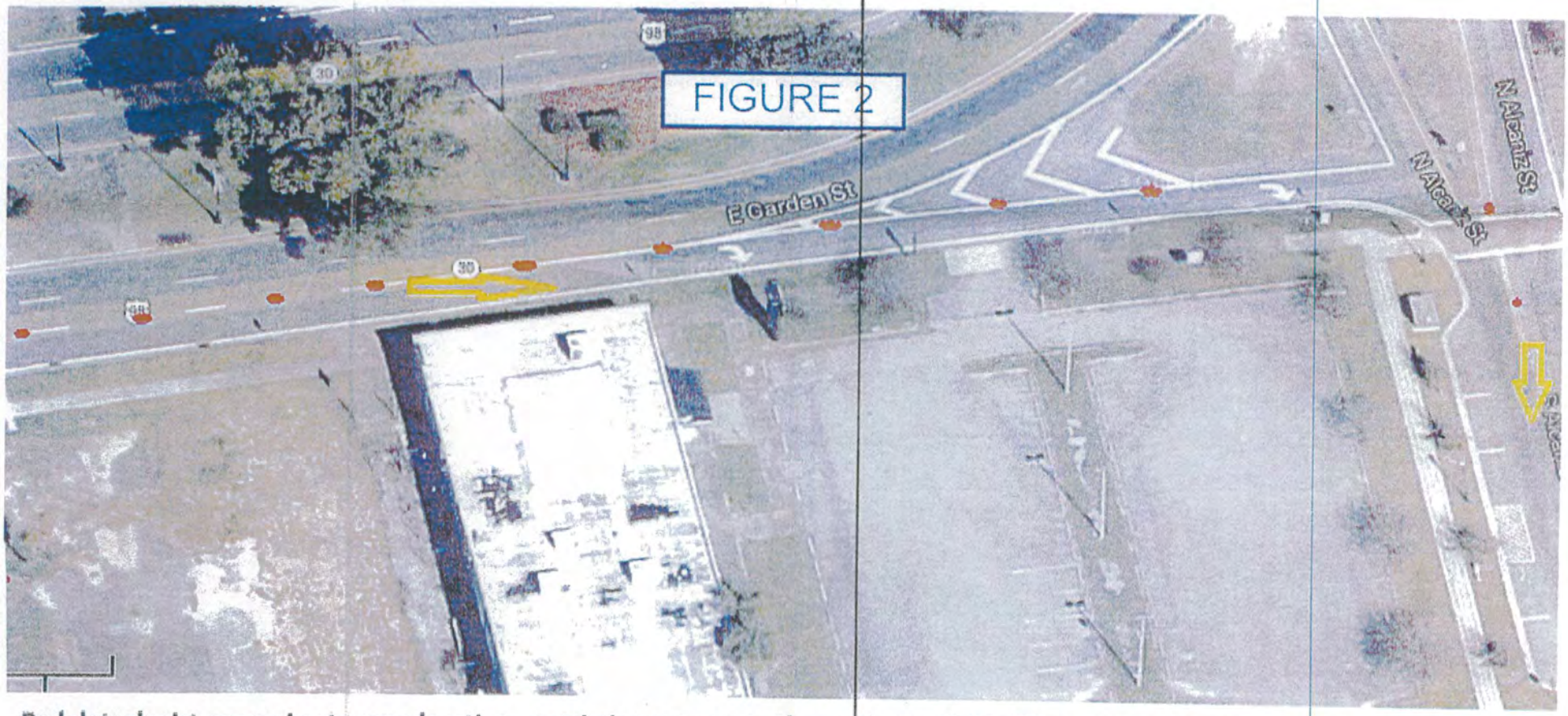
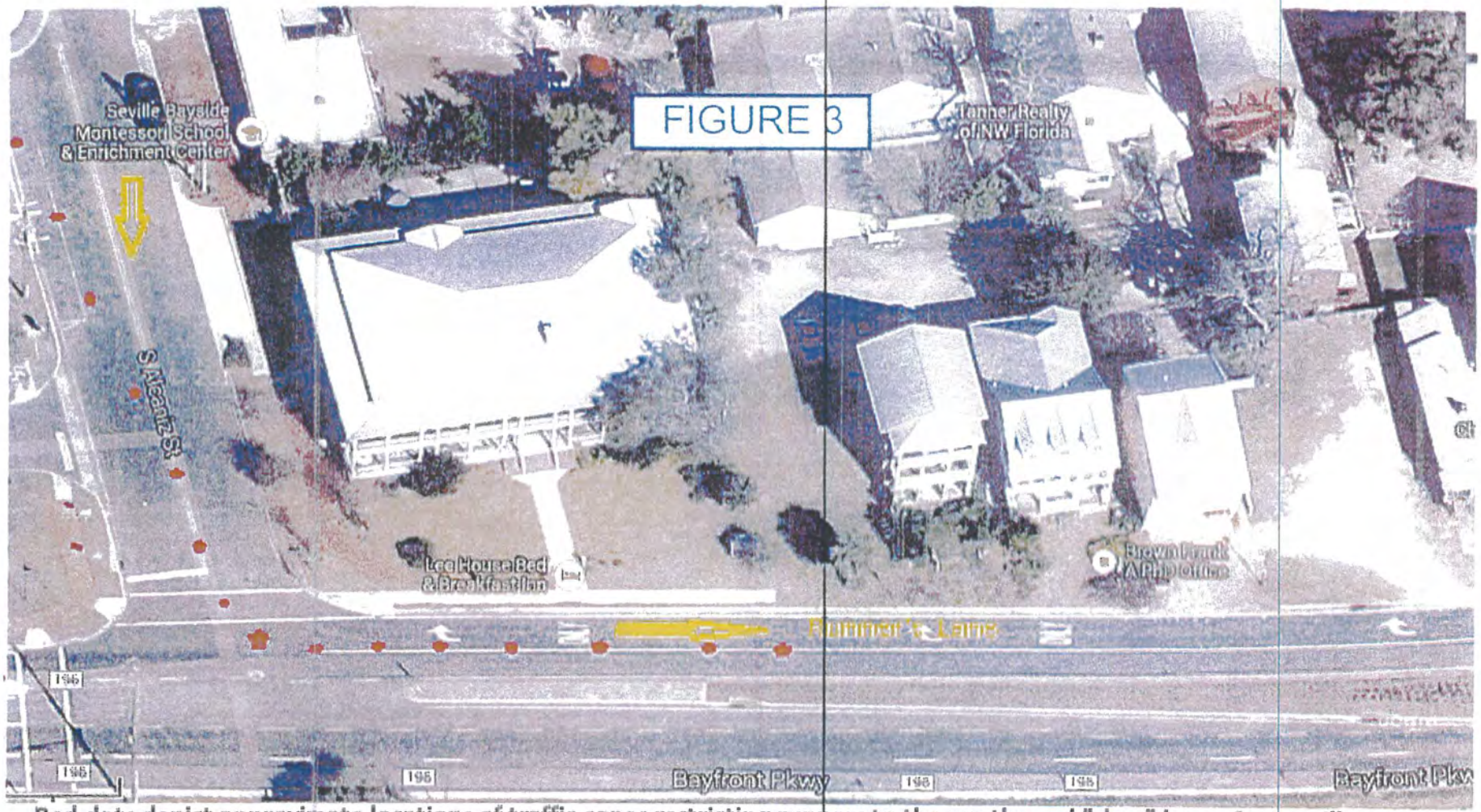
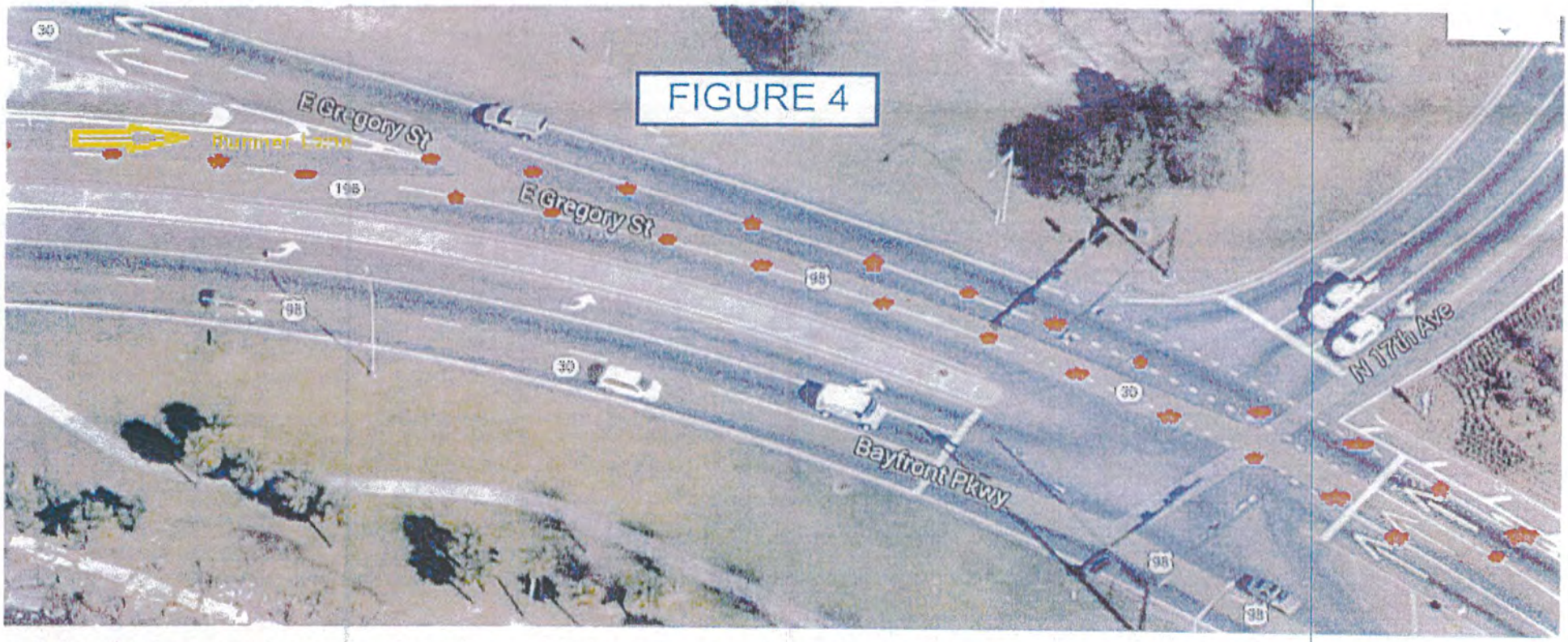


Red dots depict approximate cone locations restricting runners to the eastbound "slow" lane on Garden St turning south onto Alcaniz St.



Red dots depict approximate locations of traffic cones restricting runners to the westbound "slow" lane. Cones will continue along Bayfront Parkway, across the 3 mile Bridge and through Gulf Breeze to Pensacola Beach. Runners will be traveling east as depicted by the yellow arrow.

16K3950005



Red dots depict approximate cone locations restricting runners to the eastbound "slow" lane on Bayfront parkway transitioning to southbound "slow" lane on the bridge. Westbound Bayfront Parkway vehicular traffic is unrestricted in the "fast" lane along Bayfront Parkway. Westbound Gregory St vehicular traffic is temporarily delayed (no longer than 15 minutes) as runners cross from Bayfront Parkway "slow" lane to the Bridge southbound "slow" lane.

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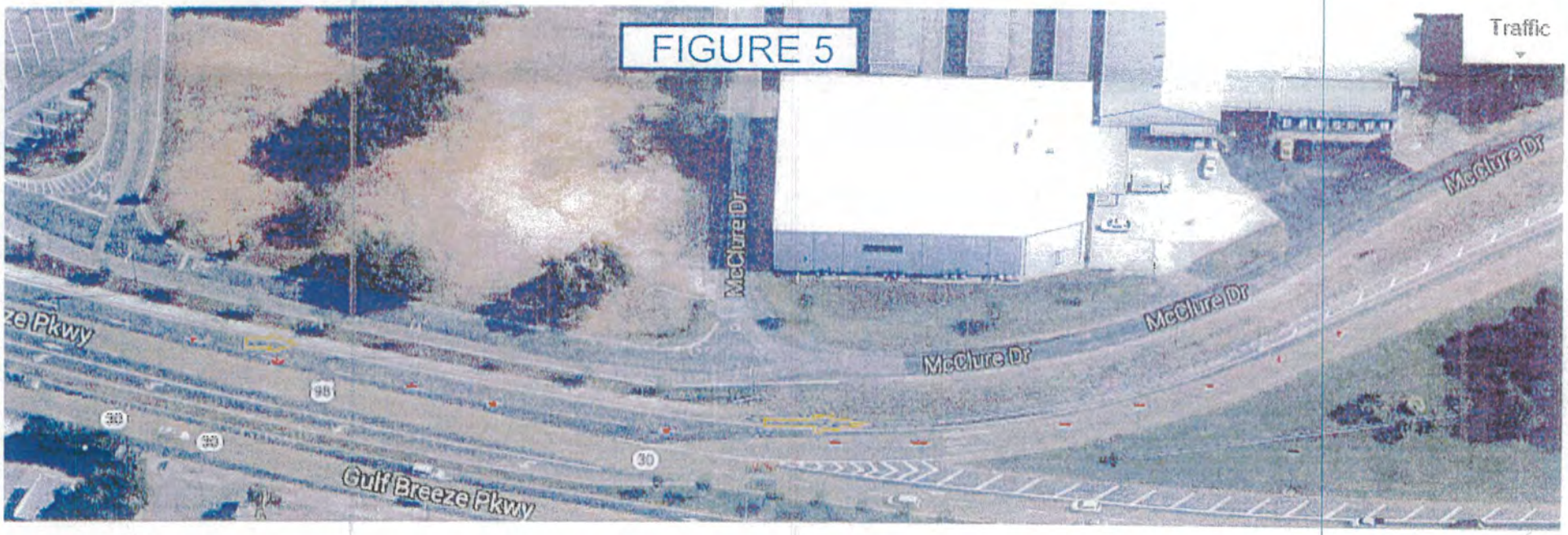
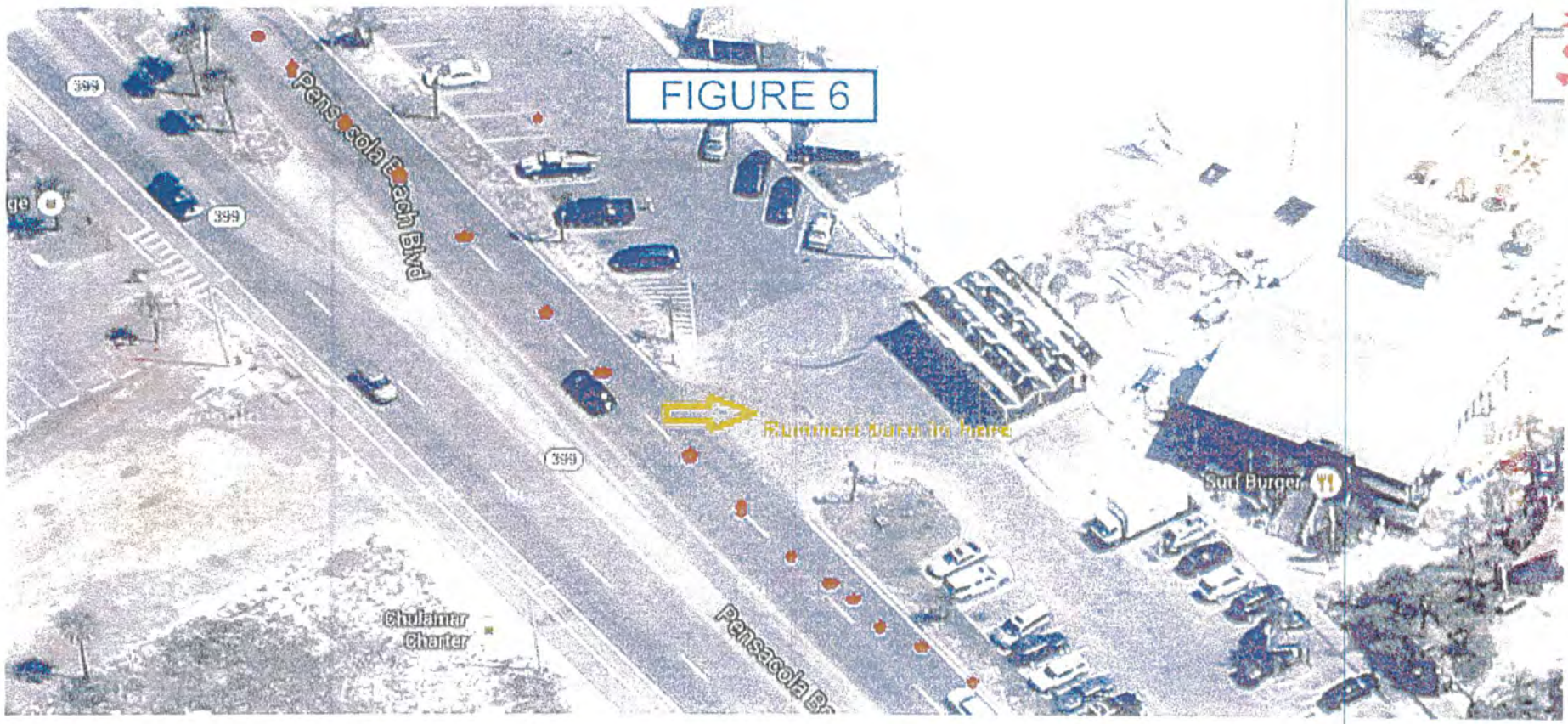


Red dots depict approximate cone locations restricting runners to the south/eastbound "slow" lane going from Gulf Breeze Parkway to the ramp/overpass to 399 toward Pensacola Beach. Cones continue onto 399 and the Bob Sikes bridge restricting runners to the southbound "slow" lane to the parking lot entrance at the Boardwalk on Pensacola Beach.

16K3950005



Red dots depict approximate cone locations restricting runners to southbound "slow" lane on 399 turning into parking lot as depicted above.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10199 **County Administrator's Report** **12. 16.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/05/2016
Issue: Regional Advanced Traffic Management System and Transportation Management Center
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Regional Advanced Traffic Management System and Transportation Management Center - Joy D. Blackmon, P.E., Public Works Department Director

That the Board adopt and authorize the Chairman to sign the Resolution expressing support for the construction and operation of a regional, unified Advanced Traffic Management System (ATMS) and a Transportation Management Center (TMC) for Escambia County, Santa Rosa County, the City of Pensacola, the City of Milton, and the City of Gulf Breeze.

BACKGROUND:

There is an ongoing master planning study for the Escambia-Santa Rosa Regional Advanced Traffic Management System (ATMS). An ATMS includes a regional computerized signal system and selected Intelligent Transportation System (ITS) components such as wireless and wired communications and networking, traffic signals, incident detection, traffic operations center, regional center-to-center communications, etc. The ATMS benefits include, but are not limited to improved safety, improved congestion mitigation, improved emergency response, improved regional growth adaptability, improved evacuations, improved integration of transportation systems, and reduced operations and maintenance costs.

An initial recommendation of the study is that there are significant operational and financial benefits to a unified, region-wide ATMS approach. Therefore, in order to advance the study, the Board's consideration is requested to adopt the attached non-binding Resolution expressing its support for inter-agency cooperation between the FDOT, Escambia County, Santa Rosa County, the City of Pensacola, the City of Milton and the City of Gulf Breeze for the development and operation of a unified ATMS and TMC for the Escambia County and Santa Rosa County region.

The Florida-Alabama Transportation Planning Organization (TPO) has designated the Escambia-Santa Rosa Regional Advanced Traffic Management System (ATMS) Project

as the number one priority in the TPO's Fiscal Year 2017 - 2021 project priority list.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and signed off on the Resolution.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Clerk's office shall forward a copy of this Resolution to James T. Barfield, District Three Secretary, FDOT.

Attachments

Resolution

RESOLUTION NUMBER R2016-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA EXPRESSING SUPPORT FOR THE CONSTRUCTION AND OPERATION OF A UNIFIED ADVANCED TRAFFIC MANAGEMENT SYSTEM AND A REGIONAL TRANSPORTION MANAGEMENT CENTER FOR ESCAMBIA COUNTY, SANTA ROSA COUNTY, THE CITY OF PENSACOLA, THE CITY OF MILTON, AND THE CITY OF GULF BREEZE; PROVIDING FOR TRANSMITTAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Advanced Traffic Management System (ATMS) consists of advanced communication technologies integrated into transportation infrastructure such as traffic control systems, monitoring/detection subsystems, and motorist information designed to maximize the use of existing transportation systems; and

WHEREAS, the ATMS includes computerized signal systems and certain Intelligent Transportation System (ITS) components, including communications and networking, traffic signals, dynamic message signs (DMS), closed-circuit television (CCTV) video monitoring, incident detection, data collection and monitoring system, traffic operations center, regional center-to-center communications, and a public information portal; and

WHEREAS, the benefits of an ATMS include improved safety, improved air quality mitigation, improved congestion mitigation, improved emergency response, improved regional growth adaptability, improved evacuations, improved system communications, improved cross-jurisdictional traffic flow, improved integration of transportation systems, improved regional security, improved transportation agency operations, and reduced operations and maintenance costs by providing capabilities to remotely troubleshoot hardware and traffic operations before sending a technician to a traffic signal, and

WHEREAS, the development of ITS components such as an ATMS, Advanced Traveler Information, and Emergency Management Systems is an effective and efficient method to improve public safety, reduce fuel consumption, and reduce traffic congestion; and

WHEREAS, the Florida-Alabama Transportation Planning Organization (TPO) has designated the Escambia-Santa Rosa Regional ATMS Project as the number one priority in the TPO's Fiscal Year 2017 - 2021 Project Priority list; and

WHEREAS, the Florida-Alabama TPO has established an ITS subcommittee comprised of technical staff from participating local agencies meeting monthly to provide oversight of the development and implementation of the regional ITS /ATMS improvement; and

WHEREAS, the Florida Department of Transportation (Department) recently completed the implementation of the ATMS Phase I on Brent Lane from North Palafox Street to North 12th Avenue, on North Palafox from Brent Lane to East Fairfield Drive, and on East Fairfield Drive from North Palafox Street to North 12th Avenue; and

WHEREAS, the Department funded and entered into a Joint Project Agreement (JPA) with the City of Pensacola to administer the development of the Escambia-Santa Rosa Regional ATMS Feasibility Study and Implementation Plan project which will be a blueprint for the modernization of the signal systems within Escambia County and Santa Rosa County.

The projected completion date of the Regional ATMS Feasibility Study and Implementation Plan project is spring of 2016; and

WHEREAS, the Department has encouraged the creation of a unified regional ATMS, and agreed to provide funding assistance for the design, construction, operation, and maintenance of the system; and

WHEREAS, the joint operation and maintenance of the ATMS at a regional Transportation Management Center (TMC) would provide enhanced safety by streamlining communication and interagency coordination.

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 incorporate them herein by reference.

Section 2. That the Escambia County Board of County Commissioners hereby expresses its support for the Department's administration of the design and construction of a regional ATMS and a regional TMC for Escambia County, Santa Rosa County, the City of Pensacola, the City of Milton, and the City of Gulf Breeze.

Section 3. That the Escambia County Board of County Commissioners will endeavor to establish interagency cooperation and coordination for the joint development, operation, and maintenance of a regional TMC to operate the regional ATMS through a regional Transportation Management Team.

Section 4. That this resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

Section 5. That the Clerk shall forward a copy of this Resolution to James T. Barfield, District Three Secretary, FDOT.

ADOPTED this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC Approved_____

_____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____

Date: 4/17/16

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10200 **County Administrator's Report** **12. 17.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/05/2016
Issue: Escambia County Area Transit Summer Youth Pass Program
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Escambia County Area Transit Summer Youth Pass Program - Joy D. Blackmon, P.E., Public Works Director

That the Board approve the increase of the maximum age, from 17 to 18 years old, for the Escambia County Area Transit (ECAT) Annual Summer Youth Pass Program. This will allow high school students who have already turned 18 to participate in the program. The Summer Youth Pass, which will be sold for $25, will allow young people to ride the bus at any time between Memorial Day (May 30, 2016) and Labor Day (September 5, 2016). This campaign will ultimately increase ECAT's ridership as the young people of our community discover the benefits of using our Transit System.

BACKGROUND:

ECAT is continuing to work on enhancing the Annual Summer Youth Pass Program that was originally created and approved by the Board on April 18, 2013. On April 29, 2014, the Board approved making it an annual program. ECAT is requesting approval to increase the maximum age, from 17 to 18 years old, for the Annual Summer Youth Pass Program, which will allow high school students who have already turned 18 to participate in the program. The Summer Youth Pass, which will be sold for $25, will allow young people to ride the bus at any time between Memorial Day and Labor Day. This campaign will ultimately increase ECAT's ridership as the young people of our community discover the benefits of using our transit system. As in past years, the program's discount pass is intended to encourage Escambia County's youth to utilize public transit during the summer months. This will give young people the opportunity to travel to summer school programs, community centers, camps, recreational facilities, and other places of interest within Escambia County that they were unable to reach before.

ECAT will coordinate with the Escambia County Neighborhood Redevelopment Department and the Pensacola Parks and Recreation Department in order to provide information to Escambia County Schools and Community Centers. ECAT plans to work one-on-one with area community centers because they offer excellent summer camps

and educational/recreational programs; many of the young people already enrolled would benefit from the summer pass. As part of the promotions for the Summer Youth Pass Program, ECAT would like to provide information about these community centers and other places of interest. The promotional campaign will include a combination of website, radio, newspaper, and poster promotions, and will begin upon BCC approval.

The Annual Summer Youth Pass Program will be valid from Memorial Day through Labor Day each year and available to passengers 18 years of age and under. Advance sales of summer bus passes is tentatively scheduled to begin on May 23, 2016, at ECAT Administrative Offices during normal business hours.
Summer Youth Pass Program applications will be available to download and print at www.goecat.com. Beginning May 23, 2016, passes will also be available for immediate purchase at the ECAT Office each weekday from 8:00 a.m. to 4:00 p.m.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This action complies with the Board's policy of providing safe, efficient and comfortable mass transportation services to the citizens of Escambia County.

IMPLEMENTATION/COORDINATION:

ECAT staff will continue to coordinate with the Florida Department of Transportation (FDOT) staff to complete all implementation requirements regarding new seasonal fares. ECAT staff will also continue to coordinate with Escambia County staff and appropriate community leaders to complete all implementation requirements.

Attachments

BCC Mins 2013

BCC Mins 2014

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-16. Approval of Various Consent Agenda Items – Continued

7. Taking the following action concerning the *Automatic Aid Agreement Between Escambia County Fire Rescue and Pace Fire Rescue District*:

   A. Approving the *Automatic Aid Agreement Between Escambia County Fire Rescue and Pace Fire Rescue District* to establish the terms and conditions under which Escambia County Fire Rescue and Pace Fire Rescue District will cooperate to jointly provide automatic aid during emergencies; and

   B. Authorizing Escambia County Fire Chief Patrick Grace to sign the Agreement on behalf of Escambia County Fire Rescue.

8. Authorizing the Department of Public Safety Senior Office Support Assistant, Emergency Management Division Manager, Planning Coordinator, or equivalent staff positions, as determined by the Emergency Management Division Manager, to sign the *Vital Records Data Use Agreement*, subsequent renewals, and as required to account for any staff turnover, as long as the data is needed to efficiently maintain the County's Special Needs Registry Database, as required by Section 252.355, Florida Statutes; employees who will access vital records data must maintain the confidentiality of the data and prevent release to unauthorized parties and acknowledge this requirement upon signing the Agreement.

9. Accepting, for filing with the Board's Minutes, the March 21, 2013, Community Redevelopment Agency's Meeting Minutes, prepared by Carolyn Barbour, Administrative Assistant.

10. Approving implementation of an Escambia County Area Transit (ECAT) Summer Youth Pass Program for passengers 17 years of age and under; the Summer Youth Pass, which will be sold for $25, will allow young people to ride the bus at any time between Memorial Day (May 27, 2013) and Labor Day (September 2, 2013); this campaign will ultimately increase ECAT's ridership as the young people of our community discover the benefits of using our transit system.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4055 **County Administrator's Report 12. 10.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 04/18/2013
Issue: Escambia County Area Transit Summer Youth Pass Program
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Initiation of an Escambia County Area Transit Summer Youth Pass Program - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve implementation of an Escambia County Area Transit (ECAT) Summer Youth Pass Program for passengers 17 years of age and under. The Summer Youth Pass, which will be sold for $25, will allow young people to ride the bus at any time between Memorial Day (May 27, 2013) and Labor Day (September 2, 2013). This campaign will ultimately increase ECAT's ridership as the young people of our community discover the benefits of using our transit system.

BACKGROUND:
ECAT is working on creating a Summer Youth Pass Program primarily for passengers 17 years of age and under. Used by similiar transit systems in other areas, the program's discount pass is intended to encourage young people to use transit during the summer months to visit locations such as area GED testing sites, summer camps, community centers, recreational facilities, and other places of interest within Escambia County. Other transit systems have found this type of program highly successful.

Area community centers offer excellent summer camps and programs for a variety of arts, sports, and life skills. As part of the printed materials for the Summer Youth Pass Program, ECAT would like to provide information about local area community centers and other places of interest. The promotional campaign will include a combination of website, radio, newspaper, and poster promotions and will begin upon BCC approval. ECAT also plans to schedule informational presentations to Escambia County Schools.

The Summer Youth Pass Program will be valid from Memorial Day (May 27, 2013) through Labor Day (September 2, 2013) and available to passengers 17 years of age and under. Advance sale of summer bus passes is tentatively scheduled to begin on May 1, 2013, at ECAT Administrative Offices during normal business hours.

Summer Youth Pass Program applications will be available to download and print at www.goecat.com. Beginning May 20, passes will also be available for immediate purchase at the ECAT Office each weekday from 8:00 a.m. to 4:00 p.m.

BUDGETARY IMPACT:
No anticipated impact.

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
Additional personnel will not be required by ECAT.

POLICY/REQUIREMENT FOR BOARD ACTION:
This action complies with the Board's policy of providing safe, efficient and comfortable mass transportation services to the citizens of Escambia County.

IMPLEMENTATION/COORDINATION:
ECAT staff will continue to coordinate with the Florida Department of Transportation (FDOT) staff to complete all implementation requirements regarding new seasonal fares. ECAT staff will also continue to coordinate with Escambia County staff and appropriate community leaders to complete all implementation requirements.

Attachments

Summer Youth Pass Info

Number of Middle and High School Students in Escambia County:

Escambia County Schools	Number of Registered Students
Total Middle School	8,437
Total High School	11,137
Total	19,574

Information provided by Florida Department of Education 2012 Attendance per County

Number of Students that Participate in Summer Activities at Local Community Centers:

2012 Statistics for City of Pensacola Community Centers	
Summer Camp 10-13 yr.	110 weekly
Specialty Camps 8-14 yr.	92 weekly
Dance Programs - 10-15 yr.	112 weekly

Statistics provided by City of Pensacola Neighborhood Services

Sample of key locations as Points of Interest:

	Attraction / Organization	Address	
A	George Stone Technical Center	2400 Longleaf Drive	Schools & Libraries
B	Pensacola State College - Main campus	1000 College Blvd	
C	University of West Florida	11000 University Pkwy	
D	Tryon Branch - West Florida Public Library	1200 Langley Ave	
E	Downtown Branch Library - West Florida Public Library	200 W Gregory St	
F	Westside Branch - West Florida Public Library	1580 W Cervantes St	
G	Boys & Girls Club/ Englewood Community Center	2751 North "H" Street	Athletic Activity & Community Centers
H	Cecil Hunter Pool	200 E. Blount Street	
I	Chain Reaction	1301 E Gadsden St	
J	Dorrie Miller Community Center & Park	2819 Miller Street	
K	Downtown YMCA	410 N Palafox St	
L	E.S. Cobb Resource Center	601 E. Mallory Street	
M	Fricker Resource Center	900 North F St	
N	Malcolm Yonge Gym	917 E. Jackson St.	
O	Marie K Young Wedgewood Community Center	6405 Wagner Road	
P	Northeast YMCA	3215 Langley Ave	
Q	Salvation Army Community Center	1501 N Q St	
R	Sanders Beach- Corinne Jones Resource Center	913 South I Street	
S	Vickrey Resource Center/Roger Scott Tennis Center	2130 Summit Blvd.	
T	Cordova Mall	5100 N 9th Ave	Entertainment & Shopping
U	Community Maritime Park	351 W Cedar Street	
V	Naval Aviation Museum/ IMAX Theater	1750 Radford Blvd., NAS Pensacola	
W	Rave Movies/Carmike Cinemas - Bayou Blvd	5149 Bayou Blvd	
X	Rave Movie/Carmike Cinemas - W Street	6595 North W Street	
Y	Sam's Fun City	6709 Pensacola Blvd	
Z	University Town Plaza	7171 N Davis Hwy	

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-13. Approval of Various Consent Agenda Items – Continued

6. Authorizing the scheduling of a Public Hearing at 5:31 p.m. on May 15, 2014, to consider *(adopting)* an Ordinance authorizing a County-wide referendum to be held on August 26, 2014, for the voters to consider an 11-year extension to the Local Option Sales Tax for infrastructure.

7. Approving implementation of an Annual Escambia County Area Transit (ECAT) Summer Youth Pass Program for passengers 17 years of age and under; the Summer Youth Pass, which will be sold for $25, will allow young people to ride the bus at any time between Memorial Day (May 26, 2014) and Labor Day (September 1, 2014); this campaign will ultimately increase ECAT's ridership as the young people of our community discover the benefits of using our transit system.

8. Taking the following action concerning the conveyance of two parcels of County-owned property (totaling approximately 0.40 acre), located in the 100 Block of Zion Street, to the Town of Century, for a road and drainage project (Funding: all costs associated with the accepting and recording of documents will be borne by the Town of Century):

   A. Approving the conveyance of two parcels of County-owned property (totaling approximately 0.40 acre), located in the 100 Block of Zion Street, to the Town of Century, for a road and drainage project;

   B. Adopting a Resolution *(R2014-33)* authorizing the conveyance of two parcels of County-owned property (totaling approximately 0.40 acre), located in the 100 Block of Zion Street, to the Town of Century; and

   C. Authorizing the County Attorney to prepare, and the Chairman or Vice Chairman to execute, any documents necessary to complete the conveyance, without further action of the Board.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-5945 **County Administrator's Report 12. 7.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 04/29/2014
Issue: Annual Escambia County Area Transit Summer Youth Pass Program
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Initiation of an Annual Escambia County Area Transit Summer Youth Pass Program - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve implementation of an Annual Escambia County Area Transit (ECAT) Summer Youth Pass Program for passengers 17 years of age and under. The Summer Youth Pass, which will be sold for $25, will allow young people to ride the bus at any time between Memorial Day (May 26, 2014) and Labor Day (September 1, 2014). This campaign will ultimately increase ECAT's ridership as the young people of our community discover the benefits of using our transit system.

BACKGROUND:
ECAT is working to continue the Summer Youth Pass Program, primarily for passengers 17 years of age and under. The program's 2013 season was very successful and garnered an award at the 2013 FPTA Conference. The program's discount pass is intended to encourage young people to use transit during the summer months to visit locations such as area GED testing sites, summer camps, community centers, recreational facilities, and other places of interest within Escambia County. Other transit systems have found this type of program highly successful.

Area community centers offer excellent summer camps and programs for a variety of arts, sports, and life skills. As part of the printed materials for the Summer Youth Pass Program, ECAT would like to provide information about local area community centers and other places of interest. The promotional campaign will include a combination of website, radio, newspaper, and poster promotions and will begin upon BCC approval. ECAT also plans to schedule informational presentations to Escambia County Schools.

The Annual Summer Youth Pass Program will be valid from Memorial Day through Labor Day and available to passengers 17 years of age and under. Advance sale of summer bus passes is tentatively scheduled to begin on or around May 1st each year,

at ECAT Administrative Offices during normal business hours. Summer Youth Pass Program applications will be available to download and print at www.goecat.com. We anticipate that passes will also be available for immediate purchase at the ECAT Office each weekday from 8:00 a.m. to 4:00 p.m by mid-May.

BUDGETARY IMPACT:
No anticipated impact.

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
Additional personnel will not be required by ECAT.

POLICY/REQUIREMENT FOR BOARD ACTION:
This action complies with the Board's policy of providing safe, efficient and comfortable mass transportation services to the citizens of Escambia County.

IMPLEMENTATION/COORDINATION:
ECAT staff will continue to coordinate with the Florida Department of Transportation (FDOT) staff to complete all implementation requirements regarding new seasonal fares. ECAT staff will also continue to coordinate with Escambia County staff and appropriate community leaders to complete all implementation requirements.

Attachments

Award
ID Template

ESCAMBIA COUNTY AREA TRANSIT

NEWS

For Immediate Release:
November 5, 2013

Media Contact:
Tonya Ellis
ECAT Director of Marketing & Community Relations
Tellis@co.escambia.fl.us
Contact: 850-595-3228, ext. 213

ECAT WINS STATE AWARD for TRANSIT MARKETING

PENSACOLA, FL. –

Escambia County Area Transit is making great strides in marketing public transportation to the residents of Escambia County.

ECAT recently won the **Best in Class 1** for the **2013 Florida Public Transportation Association (FPTA) Marketing Award** in the **Print Collateral – Advertising Collateral Category.** Class 1 is for transit systems with 100 or less buses or rail cars in their fleet. The FPTA Marketing Awards were presented at the Annual Conference in Clearwater Beach on October 29th. ECAT competed against other transit systems in the state for this prestigious award. This is the first time since 2002 that ECAT has won first place for a specific ECAT project or event.

The FPTA Marketing Awards, presented every year, recognize transit systems in Florida for their creative and effective marketing campaigns and projects.

ECAT created the Student Summer Wheels Pass Program to encourage youth in Pensacola to take advantage of public transportation from Memorial Day until Labor Day 2013. Summer Wheel Brochures were distributed to local churches, high schools, middle schools, and community centers within Escambia County.

We are sure that this highly-coveted statewide recognition is a reflection of the hard work of the Escambia County Area Transit organization and support of Escambia County Staff and the many people that have utilized our services. Thank you to all the people who have been a part of this success.

ECAT currently provides service through the fixed-route bus, seasonal Pensacola Beach trolley, University of West Florida (UWF) on-campus trolley and ADA paratransit transportation. For additional information on ECAT services, call 850-595-3288.

THE CONDITION OF THE ORIGINAL DOCUMENT
IS REFLECTED IN THE IMAGE AND IS NOT THE
FAULT OF THE MICROFILMING PROCESS

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10201 **County Administrator's Report** **12. 18.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/05/2016
Issue: Adoption of a Maintenance Map for a Portion of Hurst Hammock Road
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Adoption of a Maintenance Map for a Portion of Hurst Hammock Road - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the adoption of a Maintenance Map for a portion of Hurst Hammock Road – a paved roadway, approximately 1,250 feet in length, lying south of the fork with Beulah Road, and being entirely within the SE 1/4 of the SE 1/4 of Section 19, Township 1 South, Range 31 West:

A. Adopt a Maintenance Map, Engineering Department Map Number L-5053, for a portion of Hurst Hammock Road – a paved roadway, approximately 1250 feet in length, lying south of the fork with Beulah Road, and being entirely within the SE 1/4 of the SE 1/4 of Section 19, Township 1 South, Range 31 West. The Map delineates the extent of County Maintenance to define County property in areas where the County maintains roads without having deeded right-of-way;

B. Approve said areas shown on the Map for continued maintenance, pursuant to Florida Statutes, Chapter 95.361; and

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

BACKGROUND:

The County has maintained a portion of Hurst Hammock Road – a paved roadway, approximately 1250 feet in length, lying south of the fork with Beulah Road, and being entirely within the SE 1/4 of the SE 1/4 of Section 19, Township 1 South, Range 31 West, as depicted on the accompanying Map Number L-5053.

Chapter 95.361, Florida Statutes, asserts public ownership of certain rights-of-way maintained by the County (see Attachment 1). The statute - *Roads Presumed to be Dedicated* – contains three key qualifications, *any* of which may provide Public ownership

of the subject roads: (1) four years of uninterrupted maintenance, together with proof that the County originally constructed the road, (2) proof that the road was regularly maintained or repaired for the immediate past seven years by the County, or (3) a map filed in the office of the Clerk of Court reciting that the road has been vested in the County in accordance with either items (1) or (2) above.

Map numbered L-5053, depicting the extent of county maintenance, was produced under the supervision of the County Engineer. By signing the map, the Road Maintenance Supervisor has certified that the County has maintained the road for more than the required seven years, and that the extent of maintenance shown is accurate. Based on archived records and personal experience, Road Division staff acknowledges continuous maintenance for over seven years. Upon approval by the Board, the Clerk of Court will file the map in the Public Records, as described in Florida Statues, Chapter 95.361.

BUDGETARY IMPACT:

Indirect staff costs associated with field surveys, preparation of required documents, and recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Specific Purpose Survey has been prepared and certified by the County Surveyor, Danny R. Swain, PSM, Florida Registration No. 5942. The County Attorney's Office has stated that because the map is a technical document rather than a legal document, it does not require legal sign off.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is based on the Board's policy of doing no Public maintenance on private property and Florida Statutes, Chapter 95.361.

IMPLEMENTATION/COORDINATION:

Upon Board approval and execution, the map will be filed by the Clerk in the Public Records with similar approved Road Maintenance Maps.

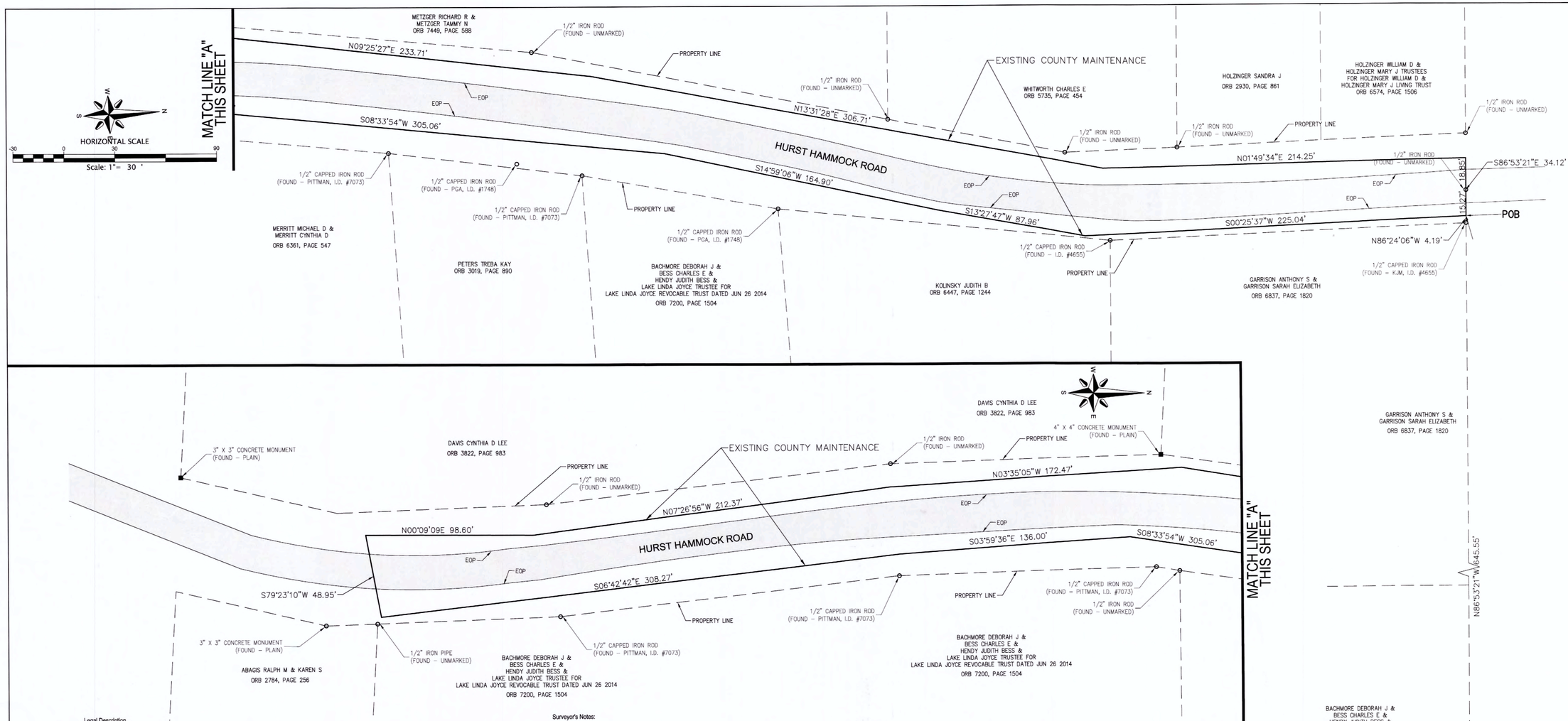
The Public Works Department, Roads Division retains maintenance documents, and has reviewed and approved the Maintenance Map.

Attachments

Maintenance Map

Map

Florida Statutes



Legal Description

Maintenance Map for a Portion of Hurst Hammock Road

Prepared at the request of the Escambia County Engineering Department

March 28, 2016

A portion of Section 19, Township 1 South, Range 31 West, Tallahassee Meridian, located in Escambia County, State of Florida, and being more particularly described as follows:

Commence at a found 4"x4" concrete monument (Pittman #1748) marking the northeast corner of the Southeast Quarter of the Southeast Quarter of said Section 19; thence N86°53'21"W along the north line of said Southeast Quarter of the Southeast Quarter of Section 19 (Grid Basis of Bearings - Florida North, NAD83 (2011)) for a distance of 645.55 feet to the Point of Beginning of the Maintenance Area described hereon; thence S00°25'37"W for a distance of 225.04 feet; thence S13°27'47"W for a distance of 87.96 feet; thence S14°59'06"W for a distance of 164.90 feet; thence S08°33'54"W for a distance of 305.06 feet; thence S03°59'36"E for a distance of 136.00 feet; thence S06°42'42"E for a distance of 308.27 feet; thence S79°23'10"W for a distance of 48.95 feet; thence N00°09'09"E for a distance of 98.60 feet; thence N07°26'56"W for a distance of 212.37 feet; thence N03°35'05"W for a distance of 172.47 feet; thence N09°25'27"E for a distance of 233.71 feet; thence N13°31'28"E for a distance of 306.71 feet; thence N01°49'34"E for a distance of 214.25 feet to said north line of the Southeast Quarter of the Southeast Quarter of Section 19; thence S86°53'21"E along said north line of the Southeast Quarter of the Southeast Quarter of Section 19 for a distance of 34.12 feet to the Point of Beginning.

Said maintenance area contains 1.13 acres, more or less.

Certified to: Escambia County, Florida Board of County Commissioners

Surveyor's Notes:

1) Measurements were made in accordance with the United States Standard Foot.
2) Basis of Bearings Reference: Grid North and the grid bearings shown hereon are based on the North line of the Southeast Quarter of the Southeast Quarter of Section 19, Township 1 South, Range 31 West as being N86°53'21"W (State Plane Coordinate System (Florida North - NAD83 (2011)))
3) Danny R. Swain, Florida Professional Surveyor and Mapper did not perform a title search, nor has a title search been provided. Therefore, the specific purpose survey shown hereon is subject to any facts that may be disclosed by a full and accurate title search.
4) Lands shown hereon were not abstracted by Danny R. Swain, Florida Professional Surveyor and Mapper, and is, therefore, subject to deeds of record, unrecorded deeds, easements, right-of-ways, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
5) The distances and bearings shown hereon are field measured unless otherwise labeled.
6) This specific purpose survey does not reflect, determine, or guarantee ownership.
7) No internal improvements were located other than those shown hereon.
8) No attempt was made to locate any underground foundations, septic/drain fields, underground utilities, or overhead utilities.
9) No attempt was made to locate written or unwritten easements or right of ways other than those shown hereon.
10) Additions or deletions to survey map(s) or report(s) by other than the signing party or parties is prohibited without written consent of the signing parties.
11) The survey map and report or copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.
12) Documents used in the preparation of this survey: deeds of record (ORB 6837, Page 1820; ORB 6447, Page 1244; ORB 7200, Page 1504; ORB 3019, Page 890; ORB 6361, Page 547; ORB 2784, Page 256; ORB 6574, Page 1506; ORB 2930, Page 861; ORB 5735, Page 454; ORB 7449, Page 588; and ORB 3822, Page 983); and existing field monumentation.

LEGEND:

ORB - OFFICIAL RECORD BOOK
EOP - EDGE OF PAVING
POC - POINT OF COMMENCEMENT
POB - POINT OF BEGINNING
I.D. # - IDENTIFICATION NUMBER
_____ - EXISTING COUNTY MAINTENANCE LINE
– – – – – – – - PROPERTY LINE
▭ - PAVED ROAD

IN ACCORDANCE WITH SECTION 95.361(2), FLORIDA STATUTES, ESCAMBIA COUNTY HAS REGULARLY MAINTAINED OR REPAIRED FOR THE IMMEDIATE PAST 7 YEARS THE ROAD DESIGNATED HEREON AS "EXISTING COUNTY MAINTENANCE."

AARON SMITH — DATE 4.4.16
ESCAMBIA COUNTY PUBLIC WORKS BUREAU
ROADS DIVISION
CONSTRUCTION MAINTENANCE
PROGRAM MANAGER

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THE FOREGOING CERTIFICATION WAS ACKNOWLEDGED BEFORE ME THIS 4th DAY OF April, 2016, BY AARON SMITH, PROGRAM MANAGER FOR ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT - ROADS DIVISION WHO MADE THE CERTIFICATION UNDER OATH AFTER FIRST BEING DULY SWORN.
HE IS (✓) PERSONALLY KNOWN TO ME,
OR (_) HAS PRODUCED CURRENT _____ AS IDENTIFICATION.

COMMISSION NUMBER: FF 100897
COMMISSION EXPIRES: May 31, 2018
BERNIE W. MANNING Notary Public - State of Florida Commission #FF100897 My Commission Expires May 31, 2018
NOTARY PUBLIC
BERNIE W. MANNING
PRINT OR TYPE NAME

THE PROPERTY DEPICTED AS EXISTING COUNTY MAINTENANCE ON THIS SHEET HAS BEEN VESTED IN THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS PURSUANT TO THE PROVISIONS OF SECTION 95.361, FLORIDA STATUTES.

IN WITNESS WHEREOF, ESCAMBIA COUNTY, FLORIDA HAS CAUSED THESE PRESENTS TO BE EXECUTED IN ITS NAME BY ITS BOARD OF COUNTY COMMISSIONERS, ACTING BY THE CHAIR OF THE BOARD.

ESCAMBIA COUNTY, FLORIDA, BY AND THROUGH ITS DULY AUTHORIZED BOARD OF COUNTY COMMISSIONERS

_____
GROVER C. ROBINSON, IV, CHAIRMAN

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

_____
DEPUTY CLERK

(SEAL)

FILED FOR RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT FOR THE COUNTY OF ESCAMBIA, STATE OF FLORIDA, IN ROAD PLAT BOOK _____, PAGE _____, ON THE ____ DAY OF _____, 2016.

_____
PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

THIS SPECIFIC PURPOSE SURVEY WAS PERFORMED FOR THE PURPOSE OF ESTABLISHING AND LOCATING THE LIMITS OF MAINTAINED RIGHT-OF-WAY AS IDENTIFIED BY ESCAMBIA COUNTY PUBLIC WORKS BUREAU - ROADS DIVISION FOR A PORTION OF HURST HAMMOCK ROAD. I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THE SURVEY SHOWN HEREON IS A TRUE, ACCURATE AND COMPLETE DEPICTION OF A FIELD SURVEY PERFORMED UNDER MY DIRECTION AND COMPLETED ON THE DATES SHOWN HEREON. I FURTHER CERTIFY THAT THE SURVEY SHOWN HEREON IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DANNY R. SWAIN
ESCAMBIA COUNTY SURVEYOR
3363 WEST PARK PLACE
PENSACOLA, FL 32505
FLORIDA REGISTRATION NUMBER 5942

03/31/16
DATE

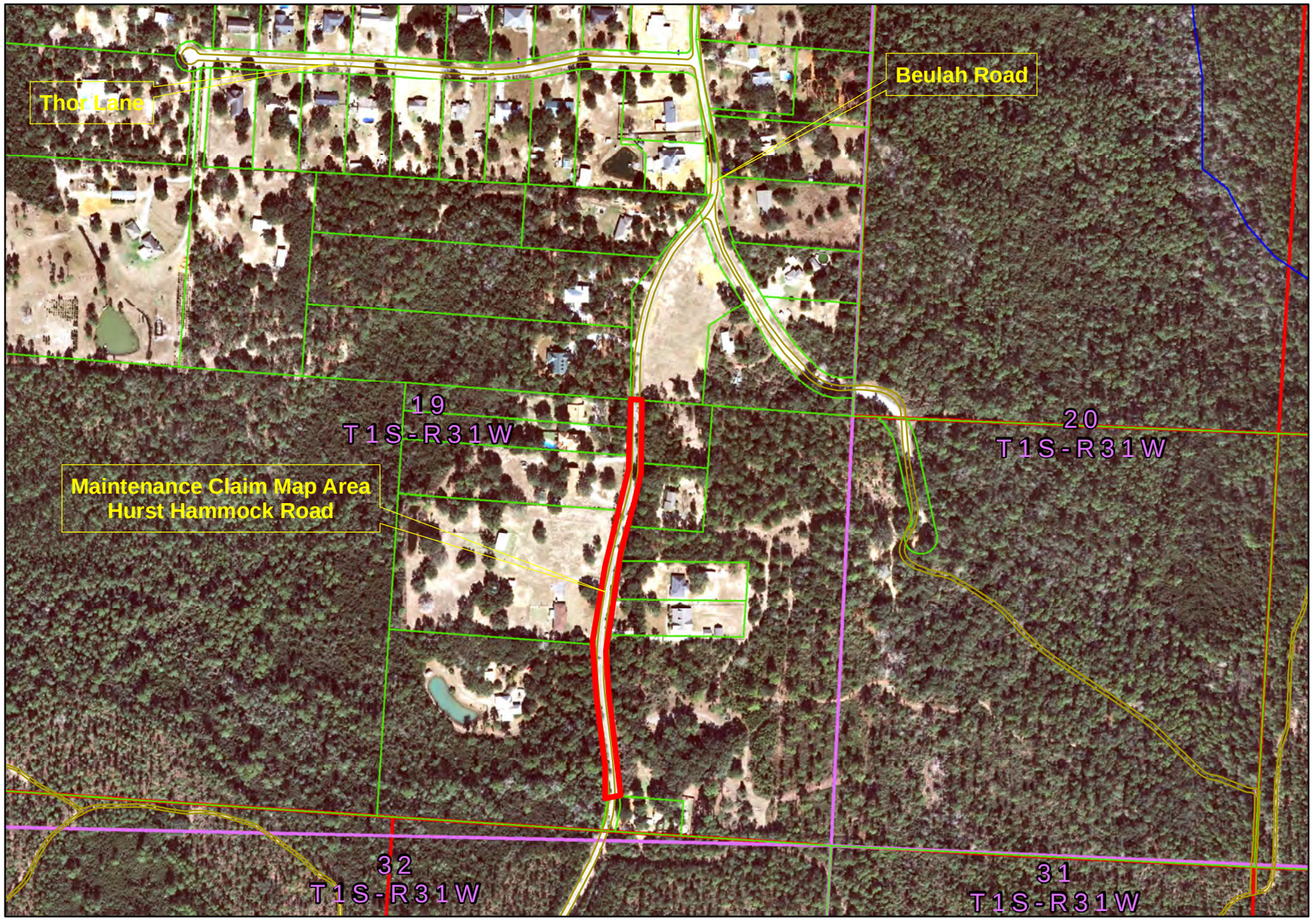
ESCAMBIA COUNTY FLORIDA

ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

DRAWN BY: M. KIRKLAND
DESIGNED BY:
CHECKED BY: D. SWAIN
FIELD DATE: MARCH 7-14, 2016
DRAWING DATE: MARCH 11-30, 2016
SECTION - TOWNSHIP - RANGE: 19-1S-31W
FIELD BOOK: 525
PAGE: 6-10
PROFESSIONAL SURVEYOR AND MAPPER NO.: 5942
DRAWING FILE LOCATION: L:\Drafting\HURST HAMMOCK ROAD-2016\0226\20160226dwg\HURST HAMMOCK ROAD-20160226.dwg
PROJECT NO.: 20160226
DISTRICT ONE
TYPE OF SURVEY: SPECIFIC PURPOSE

HURST HAMMOCK ROAD MAINTENANCE CLAIM MAP

DRAWING NUMBER: L-5053
SHEET 1
OF 1 SHEET/S



ESCAMBIA COUNTY FLORIDA

Exhibit

Exhibit Type: Maintenance Claim Map
for a Portion of Hurst Hammock Road
Approximately 1250 feet in Length
Lying South of the Fork with
Beulah Road
Date of Exhibit: April 15, 2016
Horizontal Datum: NAD83 (2011)
Projection: Florida North
Coordinate Type: Grid
Created By: Danny R. Swain

N

This is a Draft Plot
For Visual Representation Only

0 150 300 600 900
Feet

Select Year: 2010 Go

The 2010 Florida Statutes

95.361 Roads presumed to be dedicated.—

(1) When a road, constructed by a county, a municipality, or the Department of Transportation, has been maintained or repaired continuously and uninterruptedly for 4 years by the county, municipality, or the Department of Transportation, jointly or severally, the road shall be deemed to be dedicated to the public to the extent in width that has been actually maintained for the prescribed period, whether or not the road has been formally established as a public highway. The dedication shall vest all right, title, easement, and appurtenances in and to the road in:

(a) The county, if it is a county road;

(b) The municipality, if it is a municipal street or road; or

(c) The state, if it is a road in the State Highway System or State Park Road System,

whether or not there is a record of a conveyance, dedication, or appropriation to the public use.

(2) In those instances where a road has been constructed by a nongovernmental entity, or where the road was not constructed by the entity currently maintaining or repairing it, or where it cannot be determined who constructed the road, and when such road has been regularly maintained or repaired for the immediate past 7 years by a county, a municipality, or the Department of Transportation, whether jointly or severally, such road shall be deemed to be dedicated to the public to the extent of the width that actually has been maintained or repaired for the prescribed period, whether or not the road has been formally established as a public highway. This subsection shall not apply to an electric utility, as defined in s. 366.02(2). The dedication shall vest all rights, title, easement, and appurtenances in and to the road in:

(a) The county, if it is a county road;

(b) The municipality, if it is a municipal street or road; or

(c) The state, if it is a road in the State Highway System or State Park Road System,

whether or not there is a record of conveyance, dedication, or appropriation to the public use.

(3) The filing of a map in the office of the clerk of the circuit court of the county where the road is located showing the lands and reciting on it that the road has vested in the state, a county, or a municipality in accordance with subsection (1) or subsection (2) or by any other means of acquisition, duly certified by:

(a) The secretary of the Department of Transportation, or the secretary's designee, if the road is a road in the State Highway System or State Park Road System;

(b) The chair and clerk of the board of county commissioners of the county, if the road is a county road; or

(c) The mayor and clerk of the municipality, if the road is a municipal road or street,

shall be prima facie evidence of ownership of the land by the state, county, or municipality, as the case may be.

(4) Any person, firm, corporation, or entity having or claiming any interest in and to any of the property affected by subsection (2) shall have and is hereby allowed a period of 1 year after the effective date of this subsection, or a period of 7 years after the initial date of regular maintenance or repair of the road, whichever period is greater, to file a claim in equity or with a court of law against the particular governing authority assuming jurisdiction over such property to cause a cessation of the maintenance and occupation of the property. Such timely filed and adjudicated claim shall prevent the dedication of the road to the public pursuant to subsection (2).

(5) This section does not apply to any facility of an electric utility which is located on property otherwise subject to this section.

History.—s. 110, ch. 29965, 1955; ss. 23, 35, ch. 69-106; s. 23, ch. 74-382; s. 1, ch. 77-174; s. 3, ch. 88-168; s. 529, ch. 95-147; s. 54, ch. 2003-286; s. 14, ch. 2004-366.

Note.—Former s. 337.31.

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10070 **County Administrator's Report** **12. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: Supplemental Budget Amendment #128 - IIDC Water & Sewer Grant Reduction
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #128 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #128, Local Option Sales Tax (LOST) Fund 352, in the amount of ($75,150), to recognize a reduction in the design and construction portion of the IIDC Water and Sewer Grant and to use the $75,150 in Grant funding to cover the costs of the Kenneth Horne Study and City of Gulf Breeze service reimbursements.

BACKGROUND:

The County recieved the IIDC Water and Sewer Grant providing funds for design and construction improvements on the Innerarity Island water and sewer system. A portion of these funds needs to be used to fund the second Kenneth Horne Study that updates the cost and functionality of the system and also provide funding for services provided by the City of Gulf Breeze to the system.

LOST funds cannot be used for study costs or operating costs associated with the Innerarity Water System.

BUDGETARY IMPACT:

This amendment will decrease Fund 352 in the amount of $75,150. These reimbursements, when received will be returned to the IIDC account that originally paid the costs.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenue to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#128

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number R2016-

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

WHEREAS, the Innerarity Island Water and Sewer Upgrade Project Grant for design and construction improvements is being reduced to cover the cost of the Kenneth Horne Study and City of Gulf Breeze service reimbursements, and this reduction must be recognized and appropriated.

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

LOST III	352
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
IIDC Water and Sewer Grant	352	335350	($75,150)
Total			**($75,150)**

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Improvements Other Than Buildings	352/110211	56301/16PF3502	($75,150)
Total			**($75,150)**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Grover C. Robinson, IV, Chairman

Adopted

Stephan Hall Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o, ou, email=stephan_hall@co.escambia.fl.us, c=US
Date: 2016.04.01 08:58:10 -05'00'

OMB Approved

Supplemental Budget Amendment
#128

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10100 **County Administrator's Report** **12. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: Supplemental Budget Amendment #134 - Panhandle Library Access Network Innovation Grant
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #134 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #134, Library Fund (113), in the amount of $10,260, to recognize Grant proceeds from the Panhandle Library Access Network, and to appropriate these funds to be used to purchase HP Sprout computers for West Florida Public Library to provide digital literary skills for adults and children. This Grant requires a 10% match from the County, and matching funds will be from the Library's Information Systems Cost Center (Fund 113).

BACKGROUND:

On January 7, 2016, Escambia County BCC approved the grant agreement for the Panhandle Library Access Network Innovation Grant. These funds will be used to purchase HP Sprout blended reality computers with 3D capture stages for West Florida Public Library. These computers will help develop digital literacy skills in a non-traditional, but intuitive method. This will allow our community to be better prepared for the future.

BUDGETARY IMPACT:

This amendment will increase Fund 113 by $10,260 and requires a 10% match in the amount of $1,140. Matching funds will be from the Library's Information Systems cost center (Fund 113).

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA# 134

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2016-

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, Escambia County was awarded funds by the Panhandle Library Access Network to be used to purchase HP Sprout computers for West Florida Public Library, and these revenues must be recoginized 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:

Library Fund	113
Fund Name	**Fund Number**

Revenue Title	Fund Number	Account Code	Amount
PLAN Innovation Grant	113	366010 (new)	10,260
Total			**10,260**

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Operating Supplies	113/110508 (new)	55201	1,800
Machinery & Equipment	113/110508 (new)	56401	8,460
Total			**10,260**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Grover C. Robinson, IV, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o, ou, email=stephan_hall@co.escambia.fl.us, c=US
Date: 2016.04.06 16:16:55 -05'00'

OMB Approved

Supplemental Budget Amendment
 # 134

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10052 **County Administrator's Report** **12. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: Supplemental Budget Amendment #139 - Insurance Proceeds from Damage to County Property
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #139 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #139, Transportation Trust Fund (175), in the amount of $94,839, to recognize insurance proceeds received for damage to traffic equipment and other property at various locations throughout the County, and to appropriate these funds into the Traffic Operations Cost Center from where repair costs were expended.

BACKGROUND:

Escambia County received insurance reimbursements totaling $94,839 for damage to traffic equipment and other property at various locations throughout the County. Repairs were done by the Traffic Operations division, so the proceeds will reimburse that cost center for the work.

BUDGETARY IMPACT:

This amendment will increase Fund 175 by $94,839.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#139

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2016-

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

WHEREAS, Escambia County received insurance reimbursements for damage to County property, and these funds must be recognized and appropriated.

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

Transportation Trust Fund	175
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
Insurance Proceeds - Road Maint	175	369008	$94,839
Total			$94,839

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Repair and Maintenance - Traffic Ops	175/211201	54601	$94,839
Total			**$94,839**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Grover C. Robinson, IV, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o, ou, email=stephan_hall@co.escambia.fl.us, c=US
Date: 2016.04.08 13:56:29 -05'00'

OMB Approved

Supplemental Budget Amendment
#139

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10103 **County Administrator's Report 12. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: Approval to Engage NAI Halford to Search for Warehouse Space for the Supervisor of Elections
From: Amy Lovoy, Assistant County Administrator
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Engaging the Griffing Company, dba NAI Halford, to Search for Warehouse Space for Use by the Supervisor of Elections Office - Amy Lovoy, Assistant County Administrator

That the Board engage the Griffing Company, dba NAI Halford, to search for both short-term and long-term warehouse and training space for use by the Supervisor of Elections, per the terms and conditions of PD 15-16.008, and the corresponding Contract approved by the Board on March 3, 2016.

[Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 110267]

BACKGROUND:

The Supervisor of Elections Office is in need of both short term and long term warehouse and training space to house elections equipment and to train poll workers. It is estimated that approximately 12,000 square feet of warehouse space and about 3,000 square feet of training space will be needed.

The Griffing Company was awarded the contract for real estate broker services on March 3, 2016. This approval will allow the Grffing company to represent the County on this matter. The compensation schedule is detailed in the attached Exhibit B.

BUDGETARY IMPACT:

There are funds allocated to the Supervisor Elections in the LOST fund that will be utilized for this purchase or long-term lease.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Halford Engagement Email

Exhibit B Halford Contract

Amy L. Lovoy

From: John Griffing [jgriffing@naihalford.com]
Sent: Friday, April 01, 2016 8:48 AM
To: Amy L. Lovoy
Cc: DeeDee Davis; Kimi Smith; LeeAnne Skewes
Subject: RE: Property Search Escambia County

Amy, we agree to the aforementioned email. Thanks. JG

NAI Halford
Commercial Real Estate Services, Worldwide.

John Griffing, CRE, SIOR
President & CEO
24 West Chase Street, Suite 100
PO Drawer 12684 (32591)
Pensacola, FL 32502
www.naihalford.com

850 433 0577 (O)
850 287 0117 (Direct)
850 450 5126 (C)
850 433 5042 (Fax)

jgriffing@naihalford.com

"One of the first things to learn if you want to be a contemplative is to mind your own business." Thomas Merton

Build on the power of our network.™

NAI Global is the world's leading managed network of commercial real estate firms. With over 325 offices in 55 countries worldwide, we bring together people and resources to deliver results for our clients wherever needed. Our clients come to us for our deep local knowledge. They build their businesses on the power of our global managed network.

From: Amy L. Lovoy [mailto:allovoy@co.escambia.fl.us]
Sent: Thursday, March 31, 2016 4:09 PM
To: John Griffing

Cc: Sonya Daniel; David Wheeler
Subject: Property Search Escambia County

Hi John,

Subject to Board approval, the County would like to use your firm to search for properties for the Supervisor of Elections Office's warehouse/training facility according to their specifications which includes a short term rental facility that can be occupied by 7/1/16 until a permanent solution can be found and a long term facility that would preferably be owned by the County and would meet the needs of the Supervisor of Elections Office.

The County assumes that all compensation for this purchase will be based on Exhibit B of the contract approved by both the Board and NAI Halford and is attached for reference.

If you agree with this, please let me know, and I will send this to the next available Board meeting to obtain their approval.

Thanks in advance. And let me know if you have any questions.

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.

Exhibit B

Sales of County Properties (Commercial and Residential)

- For transactions up to $500,000 - Four and one-half percent (4.5%) of the gross amount of the sale;
- For transaction from $500,001 to $999,999 - Four percent (4%) of the gross amount of the sale;
- For transaction from $1,000,000 and above - Three percent (3%) of the gross amount of the sale.

Acting as Agent for the County in the Purchase of Properties (Commercial and Residential Property) that are not listed with a broker who shares fees or not otherwise listed for sale on the local multiple listing services

- For transactions up to $500,000 - Two and one-quarter percent (2.25%) of the gross amount of the sale;
- For transaction from $500,001 to $999,999 - Two percent (2%) of the gross amount of the sale;
- For transaction from $1,000,000 and above - One and one-half percent (1.5%) of the gross amount of the sale.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10076 **County Administrator's Report** **12. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: Miscellaneous Appropriations Agreement with Gulf Coast Veterans Advocacy Council, Inc.
From: Amy Lovoy, Assistant County Administrator
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Miscellaneous Appropriations Agreement between Escambia County and Gulf Coast Veterans Advocacy Council, Inc. - Amy Lovoy, Assistant County Administrator

That the Board take the following action concerning the Fiscal Year 2015/2016 Miscellaneous Appropriations Agreement between Escambia County and Gulf Coast Veterans Advocacy Council, Inc.:

A. Approve the Miscellaneous Appropriations Agreement between Escambia County and Gulf Coast Veterans Advocacy Council, Inc., in the amount of $10,000, to be paid from Fund 001, General Fund, Cost Center 110201, Account 58201;

B. Authorize the Chairman to sign the Agreement and all other necessary documents; and

C. Authorize the execution of the necessary Purchase Order.

BACKGROUND:

On March 17, 2016, the Board approved allocating $10,000 to the Gulf Coast Veterans Advocacy Council, Inc., to help facilitate activities throughout the year in support of the area's veterans. The Board voted at the April 7, 2016 meeting to allocate agency funding from the General Fund Reserves.

BUDGETARY IMPACT:

Fund 001, General Fund, Cost Center 110201, Account 58201

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of the Miscellaneous Appropriation Agreement is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Agreement with Gulf Coast Veterans Advocacy Council, Inc.
March 17, 2016 BCC Action

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND GULF COAST VETERANS ADVOCACY COUNCIL, INC.

THIS AGREEMENT is made and entered into this 5th day of May 2016, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Gulf Coast Veterans Advocacy Council, Inc., a not for profit corporation authorized to do business in the State of Florida, with administrative offices at 1603 North 58th Avenue, Pensacola, Florida 32506 and a Federal Tax Identification Number of 80-0366346 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Recipient serves the veterans of Escambia County by serving as a voice for all veterans concerning mental and physical healthcare, advocating for changes in the veteran healthcare system, and making recommendations to improve the quality of life for veterans and their families; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2015/16 (October 1 through September 30), the sum of $10,000.00 to conduct a program generally described as:

Gulf Coast Veterans Advocacy Council, Inc.

and more particularly set out in Exhibit "A," which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representative of the Recipient is authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

Section 2. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §129.09, Florida Statutes, as amended, governing the expenditure of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

5. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

6. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

7. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 3. This Agreement shall be considered to have become effective on the 5th day of May 2016, and will terminate on the 30th day of September 2016, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 4. Following execution of the agreement, the County agrees to pay the Recipient the sum of $10,000.00 for the program of activity as provided in Exhibit "A" to this Agreement. Funds allocated under this Agreement are to be used solely for events held in Escambia County, Florida.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of $1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2015-2016 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget as provided in Exhibit "A".

Section 7. The Recipient's approved budget, as provided in Exhibit "A," and any changes in the budget that would affect the expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2016, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or $500.00, whichever is greater; however, the County appropriation for the new fiscal year will be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2016, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

GULF COAST VETERANS ADVOCACY COUNCIL, INC.

By: _____

Title: Robert Gravley, Chairman

Attest:

_____
Secretary

This document approved as to form and legal sufficiency.

By _____

Title ACA

Date 4/12/16

EXHIBIT "A"

2015/2016 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:
Gulf Coast Veterans Advocacy Council, Inc.

APPROVED BUDGET

SALARIES AND BENEFITS AND PROGRAMMATIC EXPENSES ASSOCIATED WITH THE PROGRAM FUNCTIONS OF THE GULF COAST VETERANS ADVOCACY COUNCIL, INC..... $10,000.00

Payment shall be issued to the Recipient in a single lump sum payment upon Recipient providing a fully completed W-9 form and a fully executed original Agreement to Escambia County. The County will forward the appropriate documentation to the Clerk's Accounts Payable Department for final payment processing.

REGULAR BCC AGENDA – Continued

2016000297

7. Recommendation: That the Board adopt the Proclamation recognizing Wendy Raquel Robinson for her dedication and commitment in her many roles as actor, producer, director, and host, and extending its sincere appreciation for generously giving her support to this community.

Approved 4-0, with Commissioner May temporarily out of Board Chambers

8. Written Communication:

2016000298

A. February 3, 2016, communication from Joseph L. Herring, on behalf of the Gulf Coast Veterans Advocacy Council, Inc., requesting $5,000 to $10,000 to help facilitate activities throughout the year in support of the area's veterans; and

Approved 4-0, with Commissioner May temporarily out of Board Chambers, to allocate $10,000 to the Gulf Coast Veterans Advocacy Council, with the expectation that they are going to work in conjunction with the County's Veteran's Advocate staff person

2016000299

B. February 19, 2016, communication from Mike Crawley, on behalf of Bill Salter Advertising, Inc., WOS Properties, LLC, and WOS Enterprises, LLC, requesting that the Board waive additional fees above the original amount due on 43 Fire Protection Municipal Service Benefit Unit Liens placed against various undeveloped properties in Escambia County, Florida, where billboards were located.

Approved 4-0, with Commissioner May temporarily out of Board Chambers, to deny the request because the fees are statutory fees that cannot be removed

For Information: Commissioner Robinson and Commissioner Robertson disclosed a past relationship with Bill Salter.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10102 **County Administrator's Report 12. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: Perdido Landfill Stormwater System Maintenance
From: Pat Johnson, Department Director
Organization: Waste Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Perdido Landfill Stormwater Central Conveyance System Restoration - Patrick T. Johnson, Waste Services Department Director

That the Board approve and authorize the County Administrator to issue a Purchase Order, per PD 14-15.064, General Paving and Drainage Pricing Agreement, to J. Miller Construction, Inc., in an amount not to exceed $92,281.44, in total, for the Perdido Landfill Stormwater Central Conveyance System Restoration. The lowest bidder declined the job.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 54601]

BACKGROUND:

The Perdido Landfill Central Conveyance Stormwater System is in need of repair in order to maintain required stormwater compliance and quality. The growth of trees and surrounding vegetation has interfered with the system's original design grade. The scope of work entails the removal of trees, vegetation and silt from a total area of approximately 1 acre; re-establishing original design grades and stabilizing completed grades; and erosion and sediment control during construction.

BUDGETARY IMPACT:

Funding for this project is available in Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 54601.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchasing and Contracts.

IMPLEMENTATION/COORDINATION:

Upon Board approval of this recommendation, a Purchase Order will be transmitted to the Office of Purchasing for processing.

Attachments

General Paving and Drainage Agreement

Project Decline Notification

Project Name		PD14-15.064 General Paving and Drainage Pricing Agreement			Allsouth Construction Services		Chavers Construction		Gulf Atlantic Constructors		Heaton Brothers		Infrastructure Speciality Services		J. Miller Construction Inc.		Midsouth Paving		Panhandle Grading & Paving		Roads, Inc. of NWF		Utility Services Company	
?		Valid From: October 1, 2015 till September 30, 2016																						
Section	Category	Sub-Category	Quantity	Units	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost
02000-	*Equipment*																							
02100-	00100	Mobilization																						
02100-	00102	Mobilization, 16 - 30 Miles	1	EA	$2,475.00	$2,475.00	$2,900.00	$2,900.00	$3,000.00	$3,000.00	$2,200.00	$2,200.00	$2,000.00	$2,000.00	$2,670.00	$2,670.00	$1,850.00	$1,850.00	$3,350.00	$3,350.00	$1,800.00	$1,800.00	$2,875.00	$2,875.00
03000-	*Clearing and Grubbing*																							
03100-	00100	Removal of Items																						
03100-	00101	Clearing and Grubbing, per County Specifications 2230	1.1	ACRE	$5,950.00	$6,545.00	$7,500.00	$8,250.00	$8,000.00	$8,800.00	$6,000.00	$6,600.00	$8,000.00	$8,800.00	$5,800.00	$6,380.00	$7,600.00	$8,360.00	$5,600.00	$6,160.00	$4,900.00	$5,390.00	$6,000.00	$6,600.00
03100-	00104	Remove Tree, less than 12"	150	EA	$175.00	$26,250.00	$189.98	$28,497.00	$250.00	$37,500.00	$225.00	$33,750.00	$300.00	$45,000.00	$177.00	$26,550.00	$200.00	$30,000.00	$250.00	$37,500.00	$200.00	$30,000.00	$100.00	$15,000.00
03100-	00105	Remove Tree, 13"-24"	30	EA	$315.00	$9,450.00	$355.00	$10,650.00	$500.00	$15,000.00	$350.00	$10,500.00	$300.00	$9,000.00	$326.00	$9,780.00	$400.00	$12,000.00	$1,350.00	$40,500.00	$325.00	$9,750.00	$200.00	$6,000.00
04000-	*Earthwork*																							
04100-	00100	Cut and Fill																						
04100-	00101	Earthwork Excavation by machine	6324	CY	$6.70	$35,670.80	$6.25	$33,275.00	$5.60	$29,282.00	$5.50	$29,282.00	$8.00	$42,592.00	$6.00	$31,944.00	$6.50	$34,606.00	$5.15	$27,418.60	$5.00	$26,620.00	$8.00	$42,592.00
04100-	00108	Re-establish Grade on Ditch, County Specs 2300	5224	SY	$2.55	$13,576.20	$3.11	$16,557.64	$3.00	$15,972.00	$2.50	$13,310.00	$5.00	$26,620.00	$2.00	$10,648.00	$2.20	$11,712.80	$2.50	$13,310.00	$1.49	$7,932.76	$6.88	$36,629.12
			Sub Totals			$83,967.00		$100,129.64		$109,554.00		$95,642.00		$134,012.00		$87,972.00		$98,528.80		$128,238.60		$81,492.76		$109,696.12
07900-	00100	MOT Based on section 07900-00100 and sub total of project				$3,360.00		$10,000.00		$3,600.00		$1,750.00		$7,500.00		$2,500.00		$10,000.00		$5,250.00		$3,000.00		$6,000.00
01100-	00100	Performance and Payment Bond (Required for projects over $25,000.00)				$2,919.51		$2,202.59		$2,826.35		$2,434.80		$2,830.24		$1,809.44		$978.76		$1,535.12		$844.93		$1,388.35
			Grand Total			$100,236.51		$112,332.23		$115,880.35		$99,826.80		$144,342.24		$92,281.44		$109,505.56		$135,023.72		$86,337.69		$117,084.47

Brent D. Schneider

From: Brett [Brett@roadsinc.com]
Sent: Thursday, March 10, 2016 11:03 AM
To: Brent D. Schneider
Subject: Re: Perdido Landfill Central Conveyance

Brent,
Roads, Inc. Respectfully declines this job at this time. Thank You for the opportunity to do this work. Please keep us in mind for future projects.
Thanks Brett

Sent from my iPhone

On Mar 9, 2016, at 5:22 PM, Brent D. Schneider <bdschneider@co.escambia.fl.us> wrote:

> Brett,
> Could you please resend the email you previously sent rejecting the work?
>
> Thanks,
> Brent
>
> ---
>
> **From:** Brent D. Schneider
> **Sent:** Monday, February 29, 2016 4:56 PM
> **To:** 'brett@roadsinc.com'
> **Subject:** Perdido Landfill Central Conveyance
>
> Hi Brett,
> Please see attached scope of work for the clean-out of our central stormwater conveyance system. The work entails tree removal and excavation of loose sediments, and re-establishing grade (surveying provided by County). Please also see attached pictures.
>
> If you could please let me know by Friday March 4 COB if you are interested in pursuing this work I would greatly appreciate it. I'd like to get the work started by the end of March.
>
> Regards,
>
> Brent Schneider, PE
> Engineering & Environmental Manager
> Escambia County Waste Services
> 13009 Beulah Road
> Cantonment, FL 32533
> 850-937-2179 (office)
> 850-554-4080 (cell)

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10111 **County Administrator's Report** **12. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: Change Order to Purchase Order #160836 - Panhandle Grading and Paving, Inc., Stabilization of Soil Haul to Perdido Landfill
From: Pat Johnson, Department Director
Organization: Waste Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Purchase Order #160836 - Panhandle Grading and Paving, Inc. - Patrick T. Johnson, Waste Services Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #1, to Panhandle Grading and Paving, Inc., for stockpiling and stabilization of donated soil for the Perdido Landfill:

Department:	Waste Services
Division:	Operations
Type:	Addition
Amount:	$76,760
Vendor:	Panhandle Grading and Paving, Inc.
Project Name:	Rental Equipment w/ Skilled Labor
PO#:	160836
CO#:	1
Cost Center for CO:	230314
Original PO Amount:	$45,000
Cumulative Amount of Change Orders:	$76,760
New PO Total:	$121,760

[Funding Source: Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 54601]

BACKGROUND:

On January 21, 2016, the Board approved to accept the donation of a volume of soil (to be determined), to include the excavation and transportation of donated soil, from the Navy Federal Credit Union Phase 2 Expansion, to be beneficially used at the County's discretion. Currently, this material is being utilized to replenish the existing east borrow pit located at the Perdido Landfill (PLF), and will be used for site maintenance in accordance with FDEP operating permit conditions. Due to an unplanned donation of approximately 500,000 cubic yards of soil, additional equipment and labor are required to stockpile and stabilize this material. The soil haul stockpile is scheduled to take approximately twenty-two (22) weeks, per the soil hauling contractor. Stabilization of the material is estimated to take place for an additional eight weeks, concurrent with the soil stockpile.

BUDGETARY IMPACT:

Funding is available in Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 54601.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of The Escambia County Florida Code of Ordinances, Cahpter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

PGP Original PO

Quote Summary

Brd Mins 01_21_2016

PURCHASE ORDER NO. 160836

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
160114 FAX: 850-262-0170
PANHANDLE GRADING & PAVING INC
P O BOX 3717
PENSACOLA FL 32516

SHIP TO
SOLID WASTE MANAGEMENT
13009 BEULAH ROAD
CANTONMENT FL 32533-8801
ATTN: SWN DENEE RUDD 850-937-2175

ORDER DATE: 12/14/15	BUYER: EDDIE WEHMEIER	REQ. NO.: 16000945	REQ. DATE: 12/11/15
TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.:	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	BLANKET PURCHASE ORDER FOR RENTAL EQUIPMENT WITH SKILLED LABOR ON AN AS NEEDED BASIS UP TO 09/30/16. SEE ATTACHED QUOTES.	45000.0000	45,000.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	230314	54601	45,000.00	

PAGE TOTAL $	45,000.00
TOTAL $	45,000.00

APPROVED BY Claudia Simmons

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

QUOTATION SUMMARY

Date: 10/5/2015

Description of Item Needed: Rental - Heavy Equipment with Skilled Operator

Vendor Number 843895 Vendor Name Gulf-Atlantic Constructors, Inc. Phone/Fax 850.477-0588 Contact Pamela Caddell		Vendor Number 160114 Vendor Name Panhandle Grading & Paving Phone/Fax 850.478-5250 Contact Wallace North		Vendor Number 182328 Vendor Name Roads, Inc. of NWF Phone/Fax 850.968-0991 Contact Stevan Hite	
Price - Vendor 1		Price - Vendor 2		Price - Vendor 3	
Equipment	Rate Per Hour	Equipment	Rate Per Hour	Equipment	Rate Per Hour
Front Loader	95.00	Front Loader	111.25	Front Loader	100.00
Crawler Dozer	110.00	Crawler Dozer	100.95	Crawler Dozer	130.00
Excavator	120.00	Excavator	111.25	Excavator	200.00
Off-Road Truck	185.00	Off-Road Truck	111.25	Off-Road Truck	125.00
Crawler Loader	105.00	Crawler Loader	92.75	Crawler Loader	230.00
OTR Dump Truck	60.00	OTR Dump Truck	77.25	OTR Dump Truck	90.00
Pump	65.00	Pump	43.50	Pump	70.00
Mobilization & Demob*	150.00	Mobilization & Demob	875.00	Mobilization & Demob	875.00
*Per Pamela: This is their standard rate per					
hour. A disaster rate (i.e. oil spill) would be					
higher.					

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-10. Approval of Various Consent Agenda Items – Continued

8. Accepting the donation of a volume of soil (to be determined), to include the excavation and transportation of donated soil, from the Navy Federal Credit Union Phase 2 Expansion, to be beneficially used at the County's discretion.

9. Confirming and acknowledging, for the Board's Official Record, the appointment of Commissioner Lumon May to the Council on Aging by the Council on Aging Board of Directors at their December 15, 2015, Annual Board Meeting; Commissioner May's new two-year term is effective December 2015 to December 2017.

10 Taking the following action concerning the standard Contract for Reimbursement of Training Expenses:

A. Rescinding the following Board's action of October 3, 2013, concerning the standard Contract for Reimbursement of Training Expenses:

(1) Approving the standard Contract for Reimbursement of Training Expenses; and

(2) Authorizing the Interim County Administrator or designee to sign the Contracts as may be necessary, without further Board action;

B. Approving, subject to Legal review and sign-off, the revised Contract for Reimbursement of Training Expenses; and

C. Authorizing, subject to Legal review and sign-off, the County Administrator or designee to sign the Contracts as may be necessary, without further Board action.

4. Scheduling of a Public Hearing

Motion made by Commissioner Barry, seconded by Commissioner May, and carried unanimously, authorizing the scheduling of a Public Hearing for February 2, 2016, at 9:01 a.m., for the purpose of receiving comments concerning an Ordinance relating to toll enforcement for the Bob Sikes Bridge Toll Plaza.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10090 **County Administrator's Report** **12. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: Residential Rehab Grant Program Funding and Lien Agreements
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

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

That the Board ratify the following May 5, 2016, action of the Board of County Commissioners of Escambia County, acting as the Escambia County Community Redevelopment Agency (CRA) concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approving the following four Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and David W. Fichter, owner of residential property located at 9 Brandywine Road, Barrancas Redevelopment District, each in the amount of $3,299, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, for installation of new windows;

2. The Agreements between Escambia County CRA and Evan L. Jr., and Sheila J. Feltner, owners of residential property located at 6 Audusson Avenue, Barrancas Redevelopment District, each in the amount of $5,957, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, for window replacement, new roof installation and storm shutter installation;

3. The Agreements between Escambia County CRA and Dell A. Reynolds, owner of residential property located at 807 Montclair Road, Palafox Redevelopment District, each in the amount of $375, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 370115, Object Code 58301, for Electrical Rewiring;

4. The Agreements between Escambia County CRA and David and Carol Richtmyre, owners of residential property located at 403 Cary Memorial Drive, Palafox Redevelopment District, each in the amount of $6,000, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 370115, Object Code 58301, for installation of new windows, and central heating and air conditioning system; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related

documents necessary to implement the Grant awards.

BACKGROUND:

The intent of the matching Grant program is to promote private investment which will upgrade the appearance, property values, and economic activity for commercial and residential properties within the designated CRA areas. A rendering of each project is attached.

BUDGETARY IMPACT:

Funding for the Grants will be provided as follows:

1. David W. Fichter, Barrancas TIF, Cost Center 370116, in the amount of $3,299
2. Evan L. Jr. and Sheila J. Feltner, Barrancas TIF, Cost Center 370116, in the amount of $5,957
3. Dell A. Reynolds, Palafox TIF, Cost Center 370115, in the amount of $375
4. David and Carol Richtmyre, Palafox TIF, Cost Center 370115, in the amount of $6,000

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by the County Attorney's Office.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff will handle these Grant awards.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

NHS/CRA staff, in coordination with the property owner, handles all implementation tasks. NHS/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Agreements_Fichter-May2016
Agreements_Feltner-May2016
Agreements_Reynolds-May2016
Agreements_Richtmyre-May2016

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this 5th day of May 2016, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and David W. Fichter, (the "Recipient(s)"), owner of residential property located at 9 Brandywine Road, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of $3,299, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of $3,299, which shall be comprised of a cash contribution of $3,299

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the 5th day of May 2016, and the Project shall be complete on or before the 5th day of August 2016, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Sherry Duffey, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste 305
Pensacola, Florida 32502

Recipient(s):
David W. Fichter
9 Brandywine Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient(s):

_____
David W. Fichter, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of March, 2016 by David W. Fichter, Property Owner. He (__) is personally known to me or (✓) has produced FL Driver License as identification.

Exp 12/21

_____
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

Approved as to form and legal sufficiency.
By/Title: Actual Act
Date: 3/4/16

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **David W. Fichter**
Property Address: **9 Brandywine Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Window Replacement

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
David W. Fichter	**9 Brandywine Road** **Pensacola, FL 32507**	**50-2S-30-5010-016-021**

Total Amount of Lien **$3,299**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

David W. Fichter, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of March, 2016 by David W. Fichter, Property Owner. He (__) is personally known to me or (✓) has produced FL Driver License Exp 12/21 as identification.

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.
By/Title: Assistant County Attorney
Date: 3/4/16

Window Replacement

9 Brandywine Rd.-David W. Fichter

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this 5th day of May 2016, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Evan L.,Jr. and Sheila J. Feltner, (the "Recipient(s)"), owner of residential property located at 6 Audusson Avenue, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of $5,957, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT** I, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of $5,957, which shall be comprised of a cash contribution of $5,957.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the 5th day of May 2016, and the Project shall be complete on or before the 5th day of August 2016, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Sherry Duffey, MS, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient(s):
Evan L., Jr. and
Sheila J. Feltner
6 Audusson Avenue
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal sufficiency.

By/Title: _____
Date: 3/16/16

For: Board of County Commissioners of Escambia County

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient(s):

_____
Evan L. Feltner, Jr., Property Owner

_____
Sheila J. Feltner, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of March, 2016 by Evan L. Feltner, Jr., Property Owner. He (__) is personally known to me or (X) has produced FLDL...140-0 as identification.

The foregoing instrument was acknowledged before me this 21st day of March, 2016 by Sheila J. Feltner, Property Owner. She (__) is personally known to me or (X) has produced FLDL...726-0 as identification.

(Notary Seal)

ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

_____
Signature of Notary Public

Zakkiyyah Osuigwe
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Evan L., Jr. and Sheila J. Feltner**
Property Address: **6 Audusson Avenue, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

New Roof Installation and Storm Shutter Installation and Window Replacement

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Evan L., Jr. and Sheila J. Feltner	**6 Audusson Avenue Pensacola, FL 32507**	**59-2S-30-1000-005-020**

Total Amount of Lien **$5,957**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Evan L. Feltner, Jr.

Evan L. Feltner, Jr., Property Owner

Sheila J. Feltner

Sheila J. Feltner, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of March, 2016 by Evan L. Feltner, Jr., Property Owner. He (__) is personally known to me or (X) has produced FLDL...140-0 as identification.

The foregoing instrument was acknowledged before me this 21st day of March, 2016 by Sheila J. Feltner, Property Owner. She (__) is personally known to me or (X) has produced FLDL...726-0 as identification.

(Notary Seal)

NOTARY PUBLIC STATE OF FLORIDA
ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

Signature of Notary Public

Zakkiyyah Osuigwe
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

This instrument prepared by:
Sherry Duffey, MS, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: [signature]
Date: 3/18/16

Window Replacement, New Roof Installation & Storm Shutter Installation

6 Audusson Ave – Evan L., Jr. and Sheila J. Feltner

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this 5th day of May 2016, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Dell A. Reynolds, (the "Recipient"), owner of residential property located at 923 Fremont Avenue, Pensacola, Florida, 32505.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of $375, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of $375, which shall be comprised of a cash contribution of $375.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the 5th day of May 2016, and the Project shall be complete on or before the 5th day of August 2016, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Zakkiyyah Osuigwe, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient(s):
Dell A. Reynolds
807 Montclair Road
Pensacola, FL 32505

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:
Dell A. Reynolds
Dell A. Reynolds, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of March, 2016 by Dell A. Reynolds, Property Owner. She (__) is personally known to me or (X) has produced FLDL...548-1 as identification.

NOTARY PUBLIC STATE OF FLORIDA
ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

(Notary Seal)

Signature of Notary Public

Zakkiyyah Osuigwe
Printed Name of Notary Public

Approved as to form and legal sufficiency.
By/Title: Assistant County Attorney
Date: 3/16/16

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Dell A. Reynolds**
Property Address: **807 Montclair Road, Pensacola, Florida, 32505**

The "Project" includes the following improvement to the above referenced property:

Electrical Rewiring.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Dell A. Reynolds	**807 Montclair Road** **Pensacola, FL 32505**	**10-2S-30-1000-070-023**

Total Amount of Lien **$375**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Dell A. Reynolds

Dell A. Reynolds, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of March, 2016 by Dell A. Reynolds, Property Owner. She (__) is personally known to me or (X) has produced FL DL: 548-1 as identification.

(Notary Seal)

ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

Signature of Notary Public

Zakkiyyah Osuigwe

Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____

Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

This instrument prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: _____

Date: 3/18/16

Electrical Rewiring

807 Montclair Road – Dell A. Reynolds

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this 5th day of May 2016, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and David and Carol Richtmyre, (the "Recipient(s)"), owner of residential property located at 403 Cary Memorial Drive, Pensacola, Florida, 32505.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of $6,000, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of $6,000, which shall be comprised of a cash contribution of $6,000

4. Project: The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the 5th day of May 2016, and the Project shall be complete on or before the 5th day of August 2016, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Zakkiyyah Osuigwe, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient(s):
David and Carol Richtmyre
403 Cary Memorial Drive
Pensacola, FL 32505

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

Approved as to form and legal sufficiency.

By/Title: K. Dugal ACA

Date: 3/16/16

By: _____

Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient(s):

_____
David Richtmyre, Property Owner

_____
Carol Richtmyre, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of March, 2016 by David Richtmyre, Property Owner. He (__) is personally known to me or (X) has produced FLDL ..107-0 as identification.

The foregoing instrument was acknowledged before me this 21st day of March, 2016 by Carol Richtmyre, Property Owner. She (__) is personally known to me or (X) has produced FLDL 663-0 as identification.

(Notary Seal)

ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

_____
Signature of Notary Public

Zakkiyyah Osuigwe
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **David and Carol Richtmyre**
Property Address: **403 Cary Memorial Drive, Pensacola, Florida, 32505**

The "Project" includes the following improvement to the above referenced property:

Install New Windows and Install Central Heating and Air Conditioning System

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
David and Carol Richtmyre	**403 Cary Memorial Drive Pensacola, FL 32505**	**46-1S-30-2001-230-026**

Total Amount of Lien **$6,000**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

David Richtmyre, Property Owner

Carol Richtmyre, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of March, 2016 by David Richtmyre, Property Owner. He (__) is personally known to me or (X) has produced FLDL..107-0 as identification.

The foregoing instrument was acknowledged before me this 21st day of March, 2016 by Carol Richtmyre, Property Owner. She (__) is personally known to me or (X) has produced FLDL..1663-0 as identification.

Signature of Notary Public

Zakkiyyah Osuigwe
Printed Name of Notary Public

(Notary Seal)

ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

For: **Board of County Commissioners of Escambia County**

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____
Date: 3/16/16

This instrument prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Install New Windows and

Central Heating and Air Conditioning System

403 Cary Memorial Drive – David and Carol Richtmyre

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10091 **County Administrator's Report** **12. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: Cancellation of Residential Rehab Grant Program Lien
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Cancellation of One Residential Rehab Grant Program Lien - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following May 5, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA) concerning the cancellation of one Residential Rehab Grant Program Lien:

A. Approving the following cancellation of one Residential Rehab Grant Program Lien, as the Grant recipient has met her Grant requirements:

Property Owner	Address	Amount
Mary T. Thomas	1105 West Jordan Street	$2,925

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

BACKGROUND:

The aforementioned property owner has satisfied her one-year compliance with the Residential Rehab Grant Program.

BUDGETARY IMPACT:

There will be no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved the Cancellation of Lien documents as to form and legal sufficiency.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff coordinates the Residential Rehab Grant Program and all associated administrative functions.

POLICY/REQUIREMENT FOR BOARD ACTION:

Current practice requires Board approval for Residential Rehab Grant Program lien cancellations.

IMPLEMENTATION/COORDINATION:

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Lien documents for the owner.

Attachments

LienCx_MThomas-April2016

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$2,925**, executed by **Mary T. Thomas** and recorded in Official Record Book **7316** at pages **609-610**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Grover C. Robinson, IV, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Approved as to form and legal sufficiency.
By/Title: _____
Date: 3/1/16

Escambia County
Clerk's Original

1/22/2015 CAK II-2(5)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 201502071 3 03:18:2015 at 04:48 PM
OFF REC BK: 7316 PG 609 - 610 Doc Type L
RECORDING $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Mary Thene Thomas	**1105 West Jordan Street Pensacola, FL 32501**	**18-2S-30-6000-005-016**

Total Amount of Lien **$2,925**

Date: 1/26/2015 Verified By:

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Mary Thene Thomas, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of December, 2014 by Mary Thene Thomas, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: 1/22/2015

BCC Approved: 01-22-2015

This instrument prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: _____
Date: 12/19/14

Englewood District

1105 Jordan St.

Replace roof

Project Total $5,850

Grant Total $2,925

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10092 **County Administrator's Report** **12. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: Cancellation of Commercial Facade, Landscape, and Infrastructure Grant Program Liens
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

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

That the Board ratify the following May 5, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA) concerning the cancellation of two Commercial Facade, Landscape, and Infrastructure Grant Program Liens:

A. Approving the following cancellation of two Commercial Facade, Landscape, and Infrastructure Grant Program Liens, as the Grant recipients have met their Grant requirements:

Property Owner's Name	Address	Lien Amount
Kathleen A. Richardson	3420 Barrancas Avenue	$10,000
Granger Development & Brokerage Service, Inc.	3770 Barrancas Avenue	$3,975

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

BACKGROUND:

The aforementioned property owners have satisfied their one-year compliance with the Grant program.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved the Cancellation of Lien documents as to form and legal sufficiency.

PERSONNEL:

Neighborhood and Human Services Department/ Community Redevelopment Agency (NHS/CRA) staff will coordinate and administer the Commercial Facade Grant Program.

POLICY/REQUIREMENT FOR BOARD ACTION:

Current practice requires Board approval of the Cancellation of Liens for the Commercial Facade Grant Program.

IMPLEMENTATION/COORDINATION:

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Liens.

Attachments

LienCx_Richardson-April2016

LienCx_GrangerDevelopment&BrokerageServices-April2016

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$10,000** executed by **Kathleen A. Richardson**, and recorded in Official Record Book **7294** at pages **1080-1081**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Grover C. Robinson, IV, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____
Date: 3/1/16

Prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original
09/25/2014 OAR II-29

Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Kathleen A. Richardson	**3420 Barrancas Avenue Pensacola, Florida 32507**	**59-2S-30-1000-001-911**

Date: 09/29/2014 Verified By: MA Cuk

Total Amount of Lien **$10,000**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Commercial Façade, Landscape and Infrastructure Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2015008451 02/03/2015 at 02:57 PM
OFF REC BK: 7294 PG 1080 - 1091 Doc Type: L
RECORDING $18.50

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Kathleen A. Richardson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of August, 2014 by Kathleen A. Richardson, Property Owner. She (___) is personally known to me or (✓) has produced FL Drivers Lic as identification.
R263-501-48-760-0

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title:
Date: 8/4/14

For: **Escambia County**
Board of County Commissioners

By:
Lumon J. May, Chairman

Date Executed: 09/26/2014

BCC Approved: 09-25-2014

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

By: Norma Lulene Cast
Deputy Clerk

This instrument prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place Suite 305, Pensacola, FL 32502

Barrancas District

3420 Barrancas Ave.

Parking improvements

Project Total $26,393

Grant Total $10,000

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$3,975** executed by **Granger Development & Brokerage Service, Inc.**, and recorded in Official Record Book **7328** at pages **476-477**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Grover C. Robinson, IV, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____
Date: 3/1/16

Prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Recorded in Public Records 04/14/2015 at 08:23 AM OR Book 7328 Page 476, Instrument #2015027291, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $18.50

Escambia County Clerk's Original

1/22/2015 CAL II-4

Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Granger Development & Brokerage Services, Inc	**3770 Barrancas Avenue Pensacola, Florida 32507**	**50-2S-30-5000-180-015**

Date: 1/26/2015 Verified By: [signature]

Total Amount of Lien **$3,975**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Commercial Façade, Landscape and Infrastructure Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Kenneth Granger III, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of December, 2015 by Kenneth Granger III, Property Owner. He (X) is personally known to me or ( ) has produced _____ as identification.

Signature of Notary Public

Gwendolyn M. Perez
Printed Name of Notary Public

(Notary Seal)

GWENDOLYN M. PEREZ
My Commission FF141477
Expires July 14, 2018

For: **Escambia County**
Board of County Commissioners

By: _____
Steven Barry, Chairman

Date Executed: 1/22/2015

BCC Approved: 01-22-2015

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

SEAL

BOARD OF COUNTY COMMISSIONERS ESCAMBIA CO., FL

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: _____
Date: 12/23/14

This instrument prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place Suite 305, Pensacola, FL 32502

Barrancas District

3770 Barrancas Ave.

Exterior painting & restoration of architectural features

Project Total $7,950

Grant Total $3,975

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10101 **County Administrator's Report** **12. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: Escambia/Pensacola 2017-2019 State Housing Initiatives Partnership Local Housing Assistance Plan, Resolution and Interlocal Agreement
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Escambia/Pensacola 2017-2019 State Housing Initiatives Partnership Local Housing Assistance Plan - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action regarding the Escambia/Pensacola 2017-2019 State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan, Resolution, and Interlocal Agreement:

A. Adopt the Resolution approving the Escambia/Pensacola 2017-2019 SHIP Local Housing Assistance Plan (LHAP), including SHIP financed affordable housing strategies, specified eligibility and beneficiary definitions, maximum SHIP award limitations, fiscal and administrative provisions, description of affordable housing incentives, annual program service delivery goals, and required SHIP certifications;

B. Approve the SHIP Program Escambia/Pensacola Interlocal Agreement with the City of Pensacola providing for joint implementation and administration of the Escambia/Pensacola SHIP Program and the Escambia/Pensacola LHAP;

C. Authorize staff to revise the SHIP budgetary allocations within the approved Plan or between the approved strategies to accurately reflect actual funding distributions provided by Florida Housing Finance Corporation (FHFC);

D. Authorize staff to make minor revisions to the LHAP if required by FHFC review; and

E. Authorize the Chairman and/or the County Administrator, as appropriate, to execute all documents required to submit, receive, and implement the SHIP Plan and all related activities.

[Funding: Fund 120, 2017 SHIP, Cost Center 370204, 2018 & 2019 SHIP Cost Centers to be assigned]

BACKGROUND:

The Sadowski Affordable Housing Act, as approved by the Legislature in 1992, was designed to provide a continuous funding source for the construction, rehabilitation, or preservation of affordable housing. These funds have been made available to each of the 67 counties and municipalities in the State through the Florida Housing Finance Corporation (FHFC). With the approval of the Board and Pensacola City Council, the County and City of Pensacola have jointly received and administered State Housing Initiatives Partnership (SHIP) Program funding since 1993.

In order to continue to receive SHIP funding for the upcoming three year period (June 1, 2016 through July 30, 2019) the participating jurisdictions must approve and submit a locally approved Local Housing Assistance Plan (LHAP), supporting Resolution, Interlocal Agreement and supporting documents based on the requirements stipulated in Chapter 420 Florida Statutes and FHFC Administrative Rule 67-37. The LHAP (Exhibit I) and its corresponding Interlocal Agreement and certifications have been prepared through the joint efforts of the Escambia/Pensacola Affordable Housing Advisory Committee (AHAC) with support from the Pensacola Housing Department and the County Neighborhood Enterprise Division. The AHAC approved the LHAP at its March 8 meeting. The LHAP details the SHIP eligible activities, terms, and maximum subsidies to be undertaken in the three year period.

All funds must be used to support affordable homeownership and/or rental rehabilitation or development activities. The following set aside minimums must be met with this funding:
*65% of the funds must be used for homeownership activities (i.e., must assist homeowners);
*75% of the funds must be used for construction activities;
*20% of the funds must be used for persons with Special Needs as defined in F.S. 420.0004;
*30% of funds must benefit very low income clients (at or below 50% of area median income); and
*an additional 30% of funds must benefit low income clients (at or below 80% of area median income).

The LHAP and associated documents are due to FHFC by May 2. The LHAP has been submitted to FHFC for a conditional review. If any minor technical changes are required by FHFC, staff is requesting authorization to make those changes without resubmitting the LHAP to the Board. No SHIP funding will be disbursed until the LHAP is approved by the local government and reviewed and approved by FHFC.

BUDGETARY IMPACT:

SHIP funds are deposited and tracked through the Local Housing Assistance Trust Fund, established in the County's fiscal system as Fund 120/SHIP. Upon approval of the LHAP by the FHFC, the 2017 SHIP funds will be budgeted in County FY 2017 in Fund 120 and revenue will be received quarterly through distributions by FHFC. Projected SHIP funding from program income for each year of the three year LHAP period is $100,000, subject to revision based on actual receipts. No County general fund revenue is required for this program.

LEGAL CONSIDERATIONS/SIGN-OFF:

The SHIP Program Resolution, the Escambia/Pensacola SHIP Program Interlocal Agreement and the SHIP Certifications have been reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

There will be no impact upon County personnel or positions as a result of the Board's approval of the SHIP Plan. Preparation of the Plan and implementation of the individual SHIP funded activities is administered by existing County staff, City of Pensacola staff and/or staff of the SHIP participating agencies.

POLICY/REQUIREMENT FOR BOARD ACTION:

The SHIP Plan requires formal approval by the Board and City Council prior to submission to FHFC. The Pensacola City Council approved the LHAP, Interlocal, and corresponding documents at their April 12, 2016 meeting.

IMPLEMENTATION/COORDINATION:

The SHIP Program is jointly managed by Escambia County and the City of Pensacola Housing Office. Through agreements with lenders and local partners, the affordable housing activities cited herein will be implemented with the Neighborhood Enterprise Division and the City performing fiscal and regulatory oversight, client documentation, monitoring, and reporting functions.

Attachments

Ex I-LHAP Resolution IA

EXHIBIT I

ESCAMBIA COUNTY / CITY OF PENSACOLA

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2016-2017, 2017-2018 and 2018-2019

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I. Program Details:

A. Name of the participating local government:

Escambia County and the City of Pensacola

Is there an Interlocal Agreement: Yes ___X____ No _____

If "Yes", name local government(s) in the Interlocal Agreement:

__Escambia County and the City of Pensacola_____

B. Purpose of the program:
1. To meet the housing needs of the very low, low and moderate income households;
2. To expand production of and preserve affordable housing; and
3. To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2016-2017, 2017-2018 and 2018-2019

D. Governance:
The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code.
Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership:
The SHIP Program encourages building active partnerships between government, lenders, builders and developers, real estate professionals, advocates for low-income persons and community groups.

F. Leveraging:
The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input:
Public input was solicited through face to face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan on March 7, 2016 in the *Pensacola News Journal*, publication of information on the Escambia County and City of Pensacola websites, and the Notice of Funding Availability which will be published annually upon receipt of annual allocations.

H. Advertising and Outreach:
SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning

of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Waiting List/Priorities:
A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time applications were submitted as well as any established funding priorities as described in this plan or at the time SHIP funding availability is advertised annually. Priorities for funding described/listed here apply to all strategies unless otherwise stated in the strategies contained herein.

J. Discrimination:
In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.

K. Support Services and Counseling:
Support services are available from various sources. Available support services may include but are not limited to: Legal Services, Fair Housing Service, Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling (as applicable), and Foreclosure Prevention Counseling.

Owners facing foreclosure may also consult HUD programs and the Florida Housing Finance Corporation's Hardest Hit fund (www.flhardesthithelp.org)

L. Purchase Price Limits:
The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the median area purchase price established by the U.S. Treasury Department or as described above. The methodology used is:

__X__ U.S. Treasury Department
_____ Local HFA Numbers

M. Income Limits, Rent Limits and Affordability:
The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

"Affordable" means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

N. Welfare Transition Program:
Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

O. Monitoring and First Right of Refusal:
In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides the same monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of $3,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above or in individual program agreements.

Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

P. Administrative Budget:
A line-item budget of proposed Administrative Expenditures is attached as Exhibit A.
__Escambia County and the City of Pensacola__ find that the moneys deposited in the local housing assistance trust fund shall be used to administer and implement the local housing assistance plan. These are presented on an annual basis for each State fiscal year submitted.
Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: "A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."
Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: "The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(17), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs." The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.

Q. Program Administration:
Administration of the local housing assistance plan will be wholly performed and maintained by __Escambia County and the City of Pensacola____.

R. Project Delivery Costs: Most costs to administer the various program activities will be covered in the County or City's administrative budget. In cases where an activity is outsourced to a third party, a service delivery fee may be allowed to cover costs

associated with providing the service to a household to offset the costs with managing the activity. A service delivery fee will most likely be utilized in conjunction with 3rd party administration of the Housing Repair Activity.

For the Rental Development activity, the City/County may include appraisals, surveys, housing market studies, environmental reviews, third party underwriting or construction oversight, etc. as a project delivery cost to be included within the cost of the project.

S. Essential Service Personnel Definition: Counties and eligible municipalities are required to include a definition of Essential Services Personnel as noted in Rule Chapter 67-37.002(8) F.A.C., Chapter 67-37.005(10), F.A.C. and Section 420.9075(3), F.S.

Implementation of the 2017-2019 SHIP Local Housing Assistance Plan is anticipated to impact "essential service personnel" as defined in the governing regulations. For purposes of this Plan, Escambia County and the City of Pensacola have determined that "*essential service personnel*" shall include persons in need of affordable housing who meet all of the following requirements:

(1) are permanently employed by a company or organization located within Escambia County, the City of Pensacola or the Town of Century, all lying within Escambia County, Florida; in one of the following categories:

- Local or State Law Enforcement, Fire, Rescue, and Emergency Services, Public Safety and Emergency Management
- Teachers, Educators, and School District personnel in the public, private and university systems
- Health Care Professionals and support personnel
- Tourism Industry professionals and employees
- Judicial/Court System management and support personnel
- Service Industry personnel (including child care, hospitality, and food service)

(2) have maximum annual income at or below 120% of the Pensacola MSA median income as defined in the SHIP Rule 67-37.

T. Describe efforts to incorporate Green Building and Energy Saving products and processes:

The County and City shall, through implementation of the various SHIP housing strategies, encourage and support green, storm resistant, and low maintenance construction, including energy efficient features that are economically sound with respect to the goals and beneficiaries of each strategy.

Section II. LHAP Strategies:

A.

PURCHASE ASSISTANCE	*Code: 1,2*

a. Summary of Strategy:

SHIP funds will be made available to support down payment and closing costs for the purchase of an existing or newly constructed affordable housing unit on a one-time basis to income eligible first time homebuyers including very low, low and moderate income families. Assistance shall be tailored to the individual affordability and financing needs of the participating homebuyer to enable the purchase of an existing or newly constructed home which does not exceed the maximum total cost as identified below. Permanent first mortgage financing (exceeding the SHIP Purchase Assistance) will be provided through financial institutions, homebuyer programs and/or private developers/contractors without local guarantee, thereby leveraging a significant volume of private sector financing.

b. Fiscal Years Covered: 2016-2017, 2017-2018 and 2018-2019

c. Income Categories to be served: Very low, Low and Moderate Income Households, with priority given to Low and Very Low applicants

d. Maximum award: $7500

e. Terms:

1. Loan/deferred loan/grant: Deferred Payment Loan secured by Second Mortgage and Note
2. Interest Rate: 0%
3. Term: 5 years
4. Forgiveness/Repayment: Loan depreciates at 20% per year, provided that the homebuyer is not in default of program terms.
5. Default/Recapture: The sale, rental, refinancing, or transfer of ownership during the mortgage term shall be a default whereupon the SHIP investment shall be repaid.

f. Recipient Selection Criteria: Assistance provide on a first qualified, first served basis following annual advertisement of the availability of SHIP resources. Homebuyer must qualify for a first mortgage through a participating first mortgage

lender, participate in a HUD certified homebuyer education class, and contribute a minimum of $1000 toward the purchase of the home (this amount can include documented expenses paid outside of closing). Buyers must also take a foreclosure prevention class post-purchase.

An applicant must be a *first time homebuyer,* which is defined as a person that has not owned a home or had ownership interest in a homestead property in the previous three (3) years.

g. Sponsor/Developer Selection Criteria: Not applicable.

h. Additional Information: None

B.

REPLACEMENT HOUSING (SUBSTANTIAL REHAB/RECONSTRUCTION)	*Code: 4*

a. Summary of Strategy: Funds under this strategy are provided for the substantial rehabilitation or reconstruction of severely substandard owner-occupied single family units. These units are unable to be addressed through other Consortium repair programs and will be brought up to code through this strategy.

The City of Pensacola and Escambia County formed a local Consortium for purposes of receiving Federal, State, and/or other funds that support the local mission of enhancing housing affordability. Such programs often require a cash match or local leverage to receive the funds, such as the U.S. Department of Housing and Urban Development (HUD) HOME Program. The local cash matching is unavailable except through the resources provided by the SHIP Program.

b. Fiscal Years Covered: 2016-2017, 2017-2018 and 2018-2019

c. Income Categories to be served: Very low and Low Income Households with priority to very low and special needs applicants.

d. Maximum award: $100,000

e. Terms:

1. Loan/deferred loan/grant: Deferred Payment Loan secured by Mortgage and Note. Loan will be in a subordinate position to HOME program financing if present (or other associated County/City financing as available).
2. Interest Rate: 0%
3. Term: 5 years
4. Forgiveness/Repayment: Loan depreciates at 20% per year, provided that the

homeowner is not in default of program terms.

5. Default/Recapture: The sale, rental, refinancing, or transfer of ownership during the mortgage term shall be a default whereupon the SHIP investment shall be repaid. In the event of the death of an owner, an income eligible heir (at or below 80% AMI) may assume the balance of the loan terms if certified income eligible by County or City staff.

f. Recipient Selection Criteria: Assistance provided on a first qualified/first served basis following advertisement of the availability of SHIP resources and/or through the use of a waiting list. Applicants must be owner occupants with homestead exemption, property taxes current, and with no outstanding liens or judgments owed to the County or City. Priority may be given to special needs households or applicants with open local government code enforcement citations, or survivors of a disaster as declared by local, state, or federal officials.

g. Sponsor/Developer Selection Criteria: This strategy will generally be implemented directly by Escambia County and City of Pensacola staff. If not implemented directly by County or City staff, selection will be based upon responses to an advertised request for proposal.

h. Additional Information: Green, storm resistant, and low maintenance construction, including energy efficient features will be included in the design of these homes and may include the following: high density insulation; external thermal barriers; windows that meet or exceed "Energy Star" requirements; Water Sense toilets and faucets; and Energy Star appliances.

C.

HOUSING REPAIR	*Code: 6*

a. Summary of Strategy: SHIP funds will be used to provide minor rehabilitation or emergency repair assistance for very low and low income owner occupied homes to address roofing, electrical, plumbing, sanitary disposal, life/safety conditions, structural code deficiencies, code citations, energy efficiency, accessibility needs, and other related repairs.

b. Fiscal Years Covered: 2016-2017, 2017-2018 and 2018-2019

c. Income Categories to be served: Very low and Low Income Households. Priority may be given to families with incomes below 50% of the median income

d. Maximum award: $30,000

e. Terms:

1. Loan/deferred loan/grant: Deferred Payment Loan secured by Mortgage and Note. Loan will be in a subordinate position to HOME program financing (or other associated County/City financing as available).
2. Interest Rate: 0%
3. Term: 5 years
4. Forgiveness/Repayment: Loan depreciates at 20% per year, provided that the homeowner is not in default of program terms.
5. Default/Recapture: The sale, rental, refinancing, or transfer of ownership during the mortgage term shall be a default whereupon the SHIP investment shall be repaid. In the event of the death of an owner, an income eligible heir (at or below 80% AMI) may assume the balance of the loan terms if certified income eligible by County or City staff.

f. Recipient Selection Criteria: Assistance provided on a first qualified/first served basis following advertisement of the availability of SHIP resources and/or through the use of a waiting list. Applicants must be owner occupants with homestead exemption, property taxes current, and with no outstanding liens or judgments owed to the County or City. Priority may be given to special needs households or applicants with open local government code enforcement citations or survivors of a disaster as declared by local, state, or federal officials.

g. Sponsor/Developer Selection Criteria: Unless implemented directly by City or County staff, selection will be based upon responses to an advertised request for proposals. Selection criteria will include:

a) past experience of agency in managing emergency or moderate housing repair assistance activities;
b) projected SHIP cost per housing unit;
c) commitment of non-SHIP funds as leverage for SHIP dollars;
d) unit production goals for housing repair in relation to SHIP funds requested;
e) commitment to use green building technologies, energy efficient measures, and/or use of recycled building materials or components in the repair or preservation of housing units;
f) commitment to limit assistance to very low income or special needs households; and
g) documentation of the agency's employment or planned employment of personnel from the Welfare Transition Program shall result in a priority for award of SHIP funds assuming the agency demonstrates capacity to

implement the subject activity.

Proposals meeting the RFP requirements will be evaluated by County and City Housing staff, or a committee comprised of County and City representatives, to determine the agency or organization that will implement the strategy. Final selection and contract approval will be provided by the County Commission. The RFP may solicit participation for the full three year LHAP period.

h. Additional Information: Depending on the type and extent of repair, the County and City will encourage the use of green, storm resistant, and low maintenance construction, including energy efficient features in the completion of repairs to homes assisted through this strategy.

D.

NEW CONSTRUCTION	*Code: 10*

a. Summary of Strategy: SHIP funds will be made available to non-profit housing agencies, non-profit housing developers and/or for-profit developers to partially underwrite the costs of constructing affordable homes for families that cannot otherwise qualify for a mortgage through normal lending channels. These funds will enhance affordability and enable the developer to increase the number of affordable housing units produced for SHIP eligible homebuyers within the local area. The focus of this strategy is upon unit production primarily targeting very low income families. All or a portion of the SHIP funds invested into the unit will be converted to principal mortgage reduction assistance upon sale of the home to a SHIP eligible buyer (amount based on individual buyer financing needs).

b. Fiscal Years Covered: 2016-2017, 2017-2018 and 2018-2019

c. Income Categories to be served: Very Low and Low Income Households

d. Maximum award: $20,000

e. Terms:

1. Loan/deferred loan/grant: Deferred Payment Loan secured by Mortgage and Note.
2. Interest Rate: 0%
3. Term: 5 years
4. Forgiveness/Repayment: Loan depreciates at 20% per year, provided that the homeowner is not in default of program terms.

5. Default/Recapture: The sale, rental, refinancing, or transfer of ownership during the mortgage term shall be a default whereupon the SHIP investment shall be repaid. Due to the fact that this activity may target very low income families, a provision is included which gives the homeowner the option to release the unit back to the Sponsor agency or the County/City so that it can be subsequently resold to another SHIP eligible family (documented) in lieu of repayment (whereupon the mortgage is reassigned).

f. Recipient Selection Criteria: Assistance provided on a first qualified/first served basis following annual advertisement of the availability of SHIP resources.

g. Sponsor/Developer Selection Criteria: Selection will be based upon responses to an advertised request for proposal. Selection criteria will include:

a) non-profit or for profit agency's locally based expertise in affordable single family housing construction and marketing;
b) amount of non-SHIP funds or value of in-kind services committed as SHIP leverage;
c) unit production goals in relation to SHIP funding request;
d) documented use of green building technologies, energy efficiency measures, and/or use of recycled building materials or components in the production or preservation of housing units;
e) percentage of units targeted to very low income families; and
f) documentation of the agency's employment or planned employment of personnel from the Welfare Transition Program shall result in a priority for award of SHIP funds assuming the agency demonstrates capacity to implement the subject SHIP activity.

Proposals meeting the RFP requirements will be evaluated by the County and City Housing staff, or a committee comprised of County and City representatives, to determine the agency or organization that will implement the strategy. Final selection and contract approval will be provided by the County Commission. The RFP may solicit participation for the full three year LHAP period.

h. Additional Information: This strategy shall encourage green, storm resistant, and low maintenance construction, including energy efficient features**.**

E.

RENTAL PRESERVATION/DEVELOPMENT	*14, 21*

a. Summary of Strategy: SHIP funds expended through this strategy will be primarily expended to support the preservation or development of affordable *workforce*

rental housing or *special needs housing* (as defined in FAC 67-37.002 (21)) for eligible persons through new construction, acquisition of property or existing rental units, and/or rehabilitation/redevelopment of existing substandard rental units. Special needs groups shall generally include, but not be solely limited to: homeless persons, mentally or physically disabled persons, veterans, children aging out of foster care, the elderly, or victims of domestic violence. These rental development project(s) will be undertaken with a local Community Housing Development Organization (CHDO) or a 501(c)(3) non-profit affordable housing sponsor selected through an open proposal submission process; **OR** with a non-profit or private for profit developer in conjunction with the annual FHFC Request for Applications, annual HUD Section 202/Section 811 cycles, Rural Development/ USDA (RD) rental development cycles, or other publicly announced funding cycles as offered by FHFC, HUD, RD or other Federal/State agencies for the preservation or development of rental housing.

b. Fiscal Years Covered: 2016-2017, 2017-2018 and 2018-2019

c. Income Categories to be served: Very Low, Low and Moderate Income Households. Unit set asides will be determined through the RFP process.

d. Maximum award: Up to $80,000 per unit as determined by a subsidy layering review and type of project (new construction vs. acquisition/rehab).

e. Terms:

1. Loan/deferred loan/grant: Low Interest Loan, Deferred Payment Loan, or Grant depending on proposed project secured by Mortgage and Note or Deed Restriction
2. Interest Rate: 0%-5%
3. Term: 15 year minimum on all projects and 20 year minimum on any new construction project co-funded with local HOME funds. Maximum term is 25 years unless a longer term is specifically required by HUD, FHFC, RD or other primary lender as a condition for project financing.
4. Forgiveness/Repayment: As defined in the applicable mortgage and note. For 0% interest, deferred payment loans, a portion of the loan will be forgiven in annual installments provided the project is not in default of program requirements.
5. Default/Recapture: As defined in the applicable mortgage and note or deed restriction, full recapture of SHIP funds invested is required upon default, unless a depreciating balance is incorporated into the terms in which case the undepreciated portion shall be due and payable upon default. The sale of properties assisted with SHIP/HOME funds shall require approval of the Board of County Commissioners, and shall be acceptable (without repayment) only if the subsequent owner(s) agree to meet any remaining

rental, occupancy and affordability obligations established in the development agreement, mortgage and note.

f. Recipient Selection Criteria: Not applicable

g. Sponsor/Developer Selection Criteria:

CHDO sponsored "set-aside" rental project(s) will be undertaken in partnership with an eligible, locally designated CHDO. Selection will be based upon response(s) to a request for proposal issued to all eligible CHDO's (for HOME CHDO set-aside activities). CHDO project selection criteria shall include the following at a minimum, as applicable:

1. agency must be a locally designated CHDO (HOME set-aside funds) and a 501(c)3 non profit;
2. agency's previous rental development experience (agency staff);
3. conformity with Escambia Consortium Consolidated Plan goal(s) for rental housing;
4. total (aggregate) cost per unit-all funding sources;
5. subsidy level per unit and SHIP cost per unit;
6. ratio of private funds to public funds;
7. ratio of other funds to SHIP funds;
8. compliance with preservation or new construction preference;
9. rental development bedroom size mix;
10. percentage of units targeted to families below 30% or 50% of area median income;
11. commitment to use green building technologies, energy efficiency measures, and/or use of recycled building materials or components in the construction, repair or preservation of housing units;
12. proposed development site located in a designated Community Redevelopment Area (CRA) or other targeted area;
13. target date for Project commitment and completion;
14. form of assistance requested (i.e., loan vs. grant); and
15. documentation of the agency's employment or planned employment of individuals through the Welfare Transition Program shall result in a priority for award of SHIP funds assuming the agency demonstrates the capacity to implement the subject SHIP activity.

Non-CHDO "set-aside" (non-profit and/or for profit) projects will be accepted through an RFP process, and will be evaluated at the time of submission to maximize the potential for integration of resources (FHFC, HUD, RD, etc.).

As applicable, proposals from CHDO's, non-profit sponsors or for-profit sponsors will be evaluated by the County and City Housing staff, or a committee comprised of County and City representatives, to determine the agency or organization that will implement the strategy. Final selection and

contract approval will be provided by the County Commission.

h. Additional Information: This strategy shall encourage green, storm resistant, and low maintenance construction, including energy efficient features.

F.

DISASTER/MITIGATION ASSISTANCE	*Code: 5*

a. Summary of Strategy: SHIP funds may be used in all areas of Escambia County and the City of Pensacola to provide emergency repairs to homes owned by very low, low and moderate income families in the aftermath of a "disaster as declared by presidential or state issued Executive Order(s)" to address emergency housing repair needs. Generally, such needs shall include, such items as: purchase of emergency supplies for eligible homeowners to weatherproof damaged homes; interim repairs to avoid further damage to the homes of eligible families; tree and debris removal required to make individual housing units habitable by the eligible family; and post-disaster assistance with non-insured repairs and/or other disaster strategies permitted under the SHIP program rule. *This optional strategy will be implemented only in the event Executive Order(s) are issued confirming that a "presidentially or state declared disaster" has directly impacted the Escambia County area.*

b. Fiscal Years Covered: 2016-2017, 2017-2018 and 2018-2019

c. Income Categories to be served: Very Low, Low, and Moderate Income Households

d. Maximum award: $15,000

e. Terms:

1. Loan/deferred loan/grant: Grant
2. Interest Rate: Not applicable
3. Term: Not applicable
4. Forgiveness/Repayment: Not applicable
5. Default/Recapture: Not applicable

f. Recipient Selection Criteria:
Assistance provided on a first qualified/first served basis following the declaration of the disaster. Applicants must be owner occupants with homestead exemption, property taxes current, and with no outstanding liens or judgments owed to the County or City. The strategy will be advertised annually along with notice of all SHIP resources; *however, the strategy will be implemented only in the event of a local, state, or federally declared disaster*.

g. Sponsor/Developer Selection Criteria: Unless implemented directly by City or County staff, selection will be based upon responses to an advertised request for proposals. The RFP will prioritize agencies able to quickly implement the strategy and with expertise.

h. Additional Information: This strategy may be leveraged with other federal, state, or local funding as well as volunteer labor.

In the event of a "presidentially, state or locally declared natural disaster", up to 25% of the available Escambia/Pensacola SHIP Program funds may be immediately utilized to meet emergency housing repair and recovery needs of SHIP eligible families. In the event of such an occurrence, the County shall notify the Florida Housing Finance Corporation (FHFC) of such action by written letter, facsimile or e-mail within 15 days of the date of the disaster declaration.

III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

A. Name of the Strategy: **Expedited Permitting**
Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

Provide a description of the procedures used to implement this strategy:

Escambia County: The County is continually reassessing the permitting function to improve permit processing efficiency and reduce the time required for issuing residential permits. This process incorporates specific actions that will enhance expedited processing for documented affordable housing developments/projects within the County. The Development Services Department will take actions necessary to expedite and/or avoid delay of affordable housing developments which incorporate financing via Federal, State or designated local affordable housing programs or initiatives. Such developments will be given review priority in accordance with provisions of the Housing Element of the Escambia County Comprehensive Plan. The current permitting review process for single family homes or duplexes in established/platted, properly zoned subdivisions shall be generally retained as this process provides a permit turnaround time of less than 4 days. Affordable housing permit applications will be given priority in the event the permit approval time should reach a level in excess of 7 days in the future.

City of Pensacola: Expedited processing of permits includes development orders and development permits including building permits, zoning permits, subdivision approval, rezoning, certification, special exception or variance approvals. The City land use, building, and planning functions have been examined at the staff level to identify areas for improving the permitting procedures and process. The City's process is already centralized with an average process of three days for a building permit. The present system provides excellent expedited central "one-stop" process for affordable housing projects located within the City. The City will provide for priority processing of

affordable housing permit applications in the event a backlog is experienced which increases the routine permit approval period to 7 days. Generally affordable housing development applications are processed first.

B. Name of the Strategy: **Ongoing Review Process**
An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

Provide a description of the procedures used to implement this strategy:

Escambia County: The County Comprehensive Plan Housing Element stipulates the County's commitment to review all policies, rules, procedures, regulations, ordinances, and similar provisions to ensure that potential impacts upon housing affordability are identified prior to adoption, and that the adopting entity is advised of the potential impacts upon housing affordability for consideration during the review and adoption process The Affordable Housing Impact Review Policy is officially approved by the County. Reviews are completed as required based upon ordinances and policies that are presented for consideration by the Board of County Commissioners. Such review and commentary are administratively handled through the Escambia County Neighborhood & Human Services Department and the Development Services Department, which incorporates input as needed by local housing and community development professionals.

City of Pensacola: The City of Pensacola has developed and adopted an Affordable Housing Impact Review Policy providing procedures for review of local policies, procedures, ordinances, regulations and plan provisions that significantly impact upon the cost of housing prior to their adoption. The Land Development Code has been reviewed and revised in a manner that makes affordable housing development viable. Continued periodic reviews will examine eliminating excessive requirements that limit affordable housing development. Such review and commentary are administratively handled through the City's Planning Services with input as needed by local housing and community development professionals.

C. Other Incentive Strategies Adopted:

A complete copy of both Escambia County and the City of Pensacola's **Affordable Housing Incentive Plans** and updates to said Plans are on record with Florida Housing Finance Corporation. Copies of the Escambia and Pensacola plans and reports are available electronically upon request submitted to either: mrnunnari@myescambia.com or mwhitaker@cityof pensacola,com

IV. EXHIBITS:

A. Administrative Budget for each fiscal year covered in the Plan.

B. Timeline for Estimated Encumbrance and Expenditure.
Program funds will be encumbered by June 30 one year following the end of the applicable state fiscal year. Program funds will be fully expended within 24 months of the end of the applicable State fiscal year.

C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.

D. Signed LHAP Certification.

E. Signed, dated, witnessed or attested adopting resolution.

F. Ordinance: (If changed from the original creating ordinance). No changes to existing Ordinances. No EXHIBIT F attached.

G. Interlocal Agreement.

LHAP 2009-001
Exhibit A
Revised: 6/2015

PROPOSED ADMINISTRATIVE BUDGET FOR EACH FY COVERED IN PLAN
LOCAL GOVERNMENT: Escambia/Pensacola

The amounts below are proposed and will be adjusted according to actual allocations received from the State. Administrative funds are shared between Escambia County and the City of Pensacola.

Fiscal Year: 2016-2017			
Estimated Allcoation for Calculating:	$	1,954,360.00	
Salaries and Benefits	$	140,000.00	
Office Supplies and Equipment	$	3,500.00	
Travel, Training, Memberships, etc	$	4,000.00	
Recording Fees, Surveys, Title Search	$	1,700.00	
Advertising, Printing, Postage	$	800.00	
Escambia Co Indirect Costs	$	45,000.00	
Total	$	195,000.00	0.099777
Fiscal Year: 2017-2018			
Estimated Allcoation for Calculating:	$	1,954,360.00	
Salaries and Benefits	$	140,000.00	
Office Supplies and Equipment	$	3,500.00	
Travel, Training, Memberships, etc	$	4,000.00	
Recording Fees, Surveys, Title Search	$	1,700.00	
Advertising, Printing, Postage	$	800.00	
Escambia Co Indirect Costs	$	45,000.00	
Total	$	195,000.00	0.099777
Fiscal Year 2018-2019			
Estimated Allcoation for Calculating:	$	1,954,360.00	
Salaries and Benefits	$	140,000.00	
Office Supplies and Equipment	$	3,500.00	
Travel, Training, Memberships, etc	$	4,000.00	
Recording Fees, Surveys, Title Search	$	1,700.00	
Advertising, Printing, Postage	$	800.00	
Escambia Co Indirect Costs	$	45,000.00	
Total	$	195,000.00	0.099777

*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document.

Exhibit B
Timeline for SHIP Expenditures

_ESCAMBIA COUNTY/CITY OF PENSACOLA__ affirms that funds allocated for these fiscal years will meet the following deadlines:

Fiscal Year	Encumbered	Expended	1st Year AR	2nd Year AR	Closeout AR
2016-2017	6/30/2018	6/30/2019	9/15/2017	9/15/2018	9/15/2019
2017-2018	6/30/2019	6/30/2020	9/15/2018	9/15/2019	9/15/2020
2018-2019	6/30/2020	6/30/2021	9/15/2019	9/15/2020	9/15/2021

If funds allocated for these fiscal years are not anticipated to meet any of the deadlines in the table above, Florida Housing Finance Corporation will be notified according to the following chart:

Fiscal Year	Funds Not Encumbered	Funds Not Expended	1st Year AR Not Submitted	2nd Year AR Not Submitted	Closeout AR Not Submitted
2016-2017	3/30/2018	3/30/2019	6/15/2017	6/15/2018	6/15/2019
2017-2018	3/30/2019	3/30/2020	6/15/2018	6/15/2019	6/15/2020
2018-2019	3/30/2020	3/30/2021	6/15/2019	6/15/2020	6/15/2021

Requests for Expenditure Extensions (close-out year ONLY) must be received by FHFC by June 15 of the year in which funds are required to be expended. The extension request shall be emailed to robert.dearduff@floridahousing.org and terry.auringer@floridahousing.org and include:

1. A statement that "(city/county) requests an extension to the expenditure deadline for fiscal year _____.
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan of how/when the money will be expended.

Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended. Please email terry.auringer@floridahousing.org when you are ready to "submit" the AR.

Other Key Deadlines:

AHAC reports are due for each local government by **December 31** of the year prior to the local government's LHAP being submitted. Local governments receiving the minimum or less allocation are not required to report.

		FLORIDA HOUSING FINANCE CORPORATION									Please check applicable box		
		HOUSING DELIVERY GOALS CHART									New Plan:		X
		2016-2017									Amendment:		
											Fiscal Yr. Closeout:		
		Name of Local Government:	ESCAMBIA/PENSACOLA					Allocation:	$1,954,360.00				
								A	B	C	D	E	F
Strategy #		HOME OWNERSHIP	VLI	Max. SHIP	LI	Max. SHIP	MI	Max. SHIP	New Construction	Rehab/Repair	Without Construction	Total	Total	Total
From Plan Text	Code	STRATEGIES (strategy title must be same as the title used in plan text.	Units	Award	Units	Award	Units	Award	SHIP Dollars	SHIP Dollars	SHIP Dollars	SHIP Dollars	Percentage	Units
												$0.00	0.00%	0
	1	Purchase Assistance	2	$7,500	28	$7,500	50	$7,500		$500,000.00	$100,000.00	$600,000.00	30.70%	80
	4	Replacement Housing	3	$100,000	2	$100,000			$540,000.00			$540,000.00	27.63%	5
	6	Housing Repair	9	$30,000	9	$30,000				$519,360.00		$519,360.00	26.57%	18
	10	New Construction	2	$20,000	3	$20,000			$100,000.00			$100,000.00	5.12%	5
	14, 21	Disaster/Mitigation Assistance		$15,000		$15,000		$15,000				$0.00	0.00%	0
												$0.00	0.00%	0
												$0.00	0.00%	0
		Subtotal 1 (Home Ownership)	16		42		50		$640,000.00	$1,019,360.00	$100,000.00	$1,759,360.00	90.02%	108
		RENTAL	VLI	Max. SHIP	LI	Max. SHIP	MI	Max. SHIP	New Construction	Rehab/Repair	Without	Total	Total	Total
		STRATEGIES	Units	Award	Units	Award	Units	Award	SHIP Dollars	SHIP Dollars	SHIP Dollars	SHIP Dollars	Percentage	Units
												$0.00	0.00%	0
	5	Rental Preservation/Development	1	$80,000	0	$80,000			$100,000.00			$100,000.00	5.12%	1
												$0.00	0.00%	0
												$0.00	0.00%	0
												$0.00	0.00%	0
		Subtotal 2 (Non-Home Ownershi	1		0		0		$100,000.00	$0.00	$0.00	$100,000.00	5.12%	1
		Administration Fees										$195,000.00	9.98%	
		Admin. From Program Income											0.00%	
		Home Ownership Counseling											0.00%	
		GRAND TOTAL												
		Add Subtotals 1 & 2, plus all Ad	17		42		50		$740,000.00	$1,019,360.00	$100,000.00	$2,054,360.00	105.12%	109
		Percentage Construction/Re	Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt.									90%		
		Maximum Allowable												
		Purchase Price:							New	$189,000	Existing	$189,000		

Allocation Breakdown	Amount	%				
Very-Low Income	$745,000.00	38.1%	Projected Program Income:	$100,000.00	Max Amount Program Income For Adm	$5,000.00
Low Income	$739,360.00	37.8%	Projected Recaptured Funds:			
Moderate Income	$375,000.00	19.2%	Distribution:	$1,954,360.00		
TOTAL	$1,859,360.00	95.1%	Total Available Funds:	$2,054,360.00		

		FLORIDA HOUSING FINANCE CORPORATION										Please check applicable box		
		HOUSING DELIVERY GOALS CHART										New Plan:		X
					2017-18							Amendment:		
												Fiscal Yr. Closeout:		
		Name of Local Government:	ESCAMBIA/PENSACOLA					Allocation:	$1,954,360.00					
								A	B	C	D	E	F	
Strategy #		HOME OWNERSHIP	VLI	Max. SHIP	LI	Max. SHIP	MI	Max. SHIP	New Construction	Rehab/Repair	Without Construction	Total	Total	Total
From Plan Text	Code	STRATEGIES (strategy title must be same as the title used in plan text.	Units	Award	Units	Award	Units	Award	SHIP Dollars	SHIP Dollars	SHIP Dollars	SHIP Dollars	Percentage	Units
												$0.00	0.00%	0
	1	Purchase Assistance	2	$7,500	28	$7,500	50	$7,500		$500,000.00	$100,000.00	$600,000.00	30.70%	80
	4	Replacement Housing	3	$100,000	2	$100,000			$540,000.00			$540,000.00	27.63%	5
	6	Housing Repair	9	$30,000	9	$30,000				$519,360.00		$519,360.00	26.57%	18
	10	New Construction	2	$20,000	3	$20,000			$100,000.00			$100,000.00	5.12%	5
	14, 21	Disaster/Mitigation Assistance		$15,000		$15,000		$15,000				$0.00	0.00%	0
												$0.00	0.00%	0
												$0.00	0.00%	0
		Subtotal 1 (Home Ownership)	16		42		50		$640,000.00	$1,019,360.00	$100,000.00	$1,759,360.00	90.02%	108
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												$0.00	0.00%	0
												$0.00	0.00%	0
												$0.00	0.00%	0
		Subtotal 2 (Non-Home Ownershi	1		0		0		$100,000.00	$0.00	$0.00	$100,000.00	5.12%	1
		Administration Fees										$195,000.00	9.98%	
		Admin. From Program Income											0.00%	
		Home Ownership Counseling											0.00%	
		GRAND TOTAL												
		Add Subtotals 1 & 2, plus all Ad	17		42		50		$740,000.00	$1,019,360.00	$100,000.00	$2,054,360.00	105.12%	109
		Percentage Construction/Re	Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt.									90%		
		Maximum Allowable												
		Purchase Price:							New	$189,000	Existing	$189,000		
		Allocation Breakdown	Amount		%			Projected Program Income:		$100,000.00	Max Amount Program Income For Adm		$5,000.00	
		Very-Low Income		$745,000.00		38.1%		Projected Recaptured Funds:						
		Low Income		$739,360.00		37.8%		Distribution:		$1,954,360.00				
		Moderate Income		$375,000.00		19.2%		Total Available Funds:		$2,054,360.00				
		TOTAL		$1,859,360.00		95.1%								

		FLORIDA HOUSING FINANCE CORPORATION										Please check applicable box		
		HOUSING DELIVERY GOALS CHART										New Plan:		X
					2018-19							Amendment:		
												Fiscal Yr. Closeout:		
		Name of Local Government:	ESCAMBIA/PENSACOLA					Allocation:	$1,954,360.00					
								A	B	C	D	E	F	
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												$0.00	0.00%	0
												$0.00	0.00%	0
		Subtotal 2 (Non-Home Ownershi	1		0		0		$100,000.00	$0.00	$0.00	$100,000.00	5.12%	1
		Administration Fees										$195,000.00	9.98%	
		Admin. From Program Income											0.00%	
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		GRAND TOTAL												
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		Percentage Construction/Re	Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt.									90%		
		Maximum Allowable												
		Purchase Price:							New	$189,000	Existing	$189,000		
		Allocation Breakdown	Amount		%			Projected Program Income:		$100,000.00	Max Amount Program Income For Adm		$5,000.00	
		Very-Low Income		$745,000.00		38.1%		Projected Recaptured Funds:						
		Low Income		$739,360.00		37.8%		Distribution:		$1,954,360.00				
		Moderate Income		$375,000.00		19.2%		Total Available Funds:		$2,054,360.00				
		TOTAL		$1,859,360.00		95.1%								

Exhibit D
67-37.005(1), F.A.C.
Effective Date: 10/14

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CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION

Local Government: _____ESCAMBIA COUNTY_____

(1) The local government will advertise the availability of SHIP funds pursuant to Florida Statutes.

(2) All SHIP funds will be expended in a manner which will insure that there will be no discrimination on the basis of race, creed, religion, color, age, sex, familial or marital status, handicap, or national origin.

(3) A process for selection of recipients for funds has been developed.

(4) The eligible municipality or county has developed a qualification system for applications for awards.

(5) Recipients of funds will be required to contractually commit to program guidelines.

(6) The Florida Housing Finance Corporation will be notified promptly if the local government (or interlocal entity) will be unable to comply with the provisions the plan.

(7) The Local Housing Assistance Plan shall provide for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.

(8) The plan conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the Local Housing Assistance Plan.

(9) Amendments to the approved Local Housing Assistance Plan shall be provided to the Corporation with in 21 days after adoption.

(10) The trust fund shall be established with a qualified depository for all SHIP funds as well as moneys generated from activities such as interest earned on loans.

(11) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.

(12) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements, copies of the audits will be forwarded to the Corporation as soon as available.

13) An interlocal entity shall have its local housing assistance trust fund separately audited for each state fiscal year, and the audit forwarded to the Corporation as soon as possible.

(14) SHIP funds will not be pledged for debt service on bonds or as rent subsidies.

(15) Developers receiving assistance from both SHIP and the Low Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.

(16) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to service eligible persons.

(17) Rental Units constructed or rehabilitated with SHIP funds shall be monitored at least annually for 15 years for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e)

(18) The Plan meets the requirements of Section 420-907-9079 FS, and Rule Chapter 67-37 FAC, and how each of those requirements shall be met.

(19) The provisions of Chapter 83-220, Laws of Florida ____ ***has or*** __***X***__ ***have not*** been implemented. **(note: Miami Dade County will check "has")**

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC Approved: ~~April 21, 2016~~ May 5, 2016

_____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: Kellual ACA
Date: 3/12/16

Exhibit D
67-37.005(1), F.A.C.
Effective Date: 10/14

.

CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION

Local Government: CITY OF PENSACOLA

(1) The local government will advertise the availability of SHIP funds pursuant to Florida Statutes.

(2) All SHIP funds will be expended in a manner which will insure that there will be no discrimination on the basis of race, creed, religion, color, age, sex, familial or marital status, handicap, or national origin.

(3) A process for selection of recipients for funds has been developed.

(4) The eligible municipality or county has developed a qualification system for applications for awards.

(5) Recipients of funds will be required to contractually commit to program guidelines.

(6) The Florida Housing Finance Corporation will be notified promptly if the local government (or interlocal entity) will be unable to comply with the provisions the plan.

(7) The Local Housing Assistance Plan shall provide for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.

(8) The plan conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the Local Housing Assistance Plan.

(9) Amendments to the approved Local Housing Assistance Plan shall be provided to the Corporation with in 21 days after adoption.

(10) The trust fund shall be established with a qualified depository for all SHIP funds as well as moneys generated from activities such as interest earned on loans.

(11) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.

(12) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements, copies of the audits will be forwarded to the Corporation as soon as available.

13) An interlocal entity shall have its local housing assistance trust fund separately audited for each state fiscal year, and the audit forwarded to the Corporation as soon as possible.

(14) SHIP funds will not be pledged for debt service on bonds or as rent subsidies.

(15) Developers receiving assistance from both SHIP and the Low Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.

(16) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to service eligible persons.

(17) Rental Units constructed or rehabilitated with SHIP funds shall be monitored at least annually for 15 years for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e)

(18) The Plan meets the requirements of Section 420-907-9079 FS, and Rule Chapter 67-37 FAC, and how each of those requirements shall be met.

(19) The provisions of Chapter 83-220, Laws of Florida ____***has*** *or* __***X***__ ***has not*** been implemented. **(note: Miami Dade County will check "has")**

CITY OF PENSACOLA, FLORIDA

ATTEST:

By: _____
Ashton J. Hayward, III, Mayor

_____
Ericka L. Burnett, City Clerk

(SEAL)

RESOLUTION NUMBER R2016-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, §§420.907-420.9079, FLORIDA STATUTES, AND CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AUTHORIZING AND DIRECTING THE CHAIRMAN AND/OR COUNTY ADMINISTRATOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, §§420.907-420.9079, Florida Statutes, and Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan (LHAP) outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act. The methodology and purchase prices used are defined in the attached LHAP; and

WHEREAS, as required by §420.9075(7), Florida Statutes, it is found that five percent of the local housing distribution plus five percent of program income is insufficient to adequately pay the necessary costs of administering the LHAP. The cost of administering the program may not exceed ten percent of the local housing distribution plus five percent of program income deposited into the trust fund, except that small counties, as defined in §120.52(17), Florida Statutes, and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to ten percent of program income for administrative costs; and

WHEREAS, Escambia County and the City of Pensacola have jointly prepared a three-year LHAP for submission to the Florida Housing Finance Corporation; and

WHEREAS, the Board of County Commissioners finds that it is in the best interest of the public for Escambia County to submit the LHAP to the Florida Housing Finance Corporation for review and approval so as to qualify for said documentary stamp tax funds.

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

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

Section 2. That the Board of County Commissioners of Escambia County, Florida hereby approves the Escambia/Pensacola Local Housing Assistance Plan, as attached and incorporated hereto, for submission to the Florida Housing Finance Corporation as required by §§420.907-420-9079, Florida Statutes, for fiscal years: 2016/2017, 2017/2018 and 2018/2019.

Section 3. That the Chairman of the Board of County Commissioners and/or the County Administrator (or his designee) are hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan and to do all things necessary and proper to carry out the term and conditions of said program.

Section 4. That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

ADOPTED this May day of ~~April~~, 2016.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: Kalual AC/T
Date: 4/13/16

(SEAL)

BCC Approved

RESOLUTION
NO. ____

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three- year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act, and the methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by *section 420.9075 F.S.,* it is found that five percent (5%) of the local housing distribution plus five percent (5%) of program income is insufficient to adequately pay the necessary costs of administering the Local Housing Assistance Plan. The cost of administering the program may not exceed ten percent (10%) of the local housing distribution plus five percent (5%) of program income deposited into the trust fund; and

WHEREAS, City of Pensacola Housing and Escambia County Neighborhood and Human Services Department, Neighborhood Enterprise Division have jointly prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public for the City of Pensacola to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA:

SECTION 1: The City Council of the City of Pensacola, Florida hereby approves the Escambia/Pensacola Local Housing Assistance Plan as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years: 2016/2017, 2017/2018, and 2018/2019.

SECTION 2: The Mayor of the City of Pensacola, or his designee, is hereby authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan and to do all things necessary and proper to carry out the terms and conditions of said program.

SECTION 3: This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

Legal in form and valid as drawn:

_____
City Attorney

EXHIBIT F
Ordinance

No changes to Original Ordinance

ESCAMBIA/PENSACOLA INTERLOCAL AGREEMENT
STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM

THIS AGREEMENT is made and entered into this _5th__ day of __May__, 2016, by and between **ESCAMBIA COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (the "County"), and the **CITY OF PENSACOLA**, a municipal corporation created and existing under the laws of the State of Florida, acting by and through its City Council (the "City").

W I T N E S S E T H:

WHEREAS, the County and City have legal authority to perform general government services within their respective jurisdiction; and

WHEREAS, the County and City are authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the William E. Sadowski Affordable Housing Act (Chapter 92-317, Laws of Florida, incorporated herein by reference) created §§420.907-420.9079 Florida Statutes, the "State Housing Initiatives Partnership Program" ("SHIP"), which authorizes funds in the Local Government Housing Trust Fund (the "Fund") to be distributed to approved counties and eligible municipalities within the County pursuant to an Interlocal Agreement; and

WHEREAS, Escambia County is an approved County and the City of Pensacola is an eligible municipality within the County; and

WHEREAS, the County and City desire to jointly utilize SHIP allocations pursuant to this Interlocal Agreement; and

WHEREAS, the County and the City have determined that SHIP Program funds can be more effectively and efficiently utilized and managed through an Interlocal Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. The County and the City do hereby agree that the SHIP Program funds which are to be distributed to the County as provided in §420.9073, Florida Statutes, shall be allocated jointly to the County and City for purposes identified in the mutually approved Escambia/Pensacola Local Housing Assistance Plan (LHAP). The implementation of SHIP Program activities shall be undertaken cooperatively by the County, through its Neighborhood Enterprise Division, and the City, through its

Housing Office in accordance with the Terms and Conditions provided in **Exhibit I,** attached hereto and incorporated herein.

3. Unless earlier terminated pursuant to other provisions of this Interlocal Agreement, the term of this Agreement shall run concurrent with the distribution of SHIP Program funds which are allocated jointly to the County and the City, and shall minimally continue for the duration of the 2017-2019 LHAP.

4. The County and the City direct the Florida Housing Finance Corporation (the "Corporation") to distribute and allocate the SHIP Program funds in accordance with this Interlocal Agreement and authorize the Corporation to rely on the County's and City's stated intent and their authority to execute this Interlocal Agreement.

5. The SHIP Program funds so distributed will be deposited in a single depository trust fund account created and managed by Escambia County, which shall be administered by the Finance Division of the Office of the Clerk of the Circuit Court. This account shall be known as the Escambia-Pensacola Local Government Housing Trust Fund (hereinafter referred to as "Local Fund"), to which SHIP funds are distributed by the State of Florida/Florida Housing Finance Corporation. The Corporation will be notified of any change in the Local Fund status and the parties agree to have such Local Fund audited annually as required by Chapter 420, Florida Statutes, and Rule 67-37, Florida Administrative Code. Since all distributions from the Local Fund shall be processed by Escambia County, parties hereto agree that the Comprehensive Single Entity Audit of the accounts and records of the County with respect to SHIP revenues and expenditures shall constitute the audit for the Interlocal Entity as described in the SHIP Regulations. The parties hereto agree that the Local Fund may be allocated a pro-rata charge by the County based upon the cost of the independent audit.

6. Provided this Interlocal Agreement remains effective between the County and the City, both parties agree that they will not do anything to jeopardize the other party's right to receive its allocation from the Local Fund.

7. The parties to this Agreement have both adopted an Affordable Housing Incentive Plan and mutually understand that the relevant law requires the continuing monitoring and implementation of said Plan for the purpose of enhancing and providing affordable housing. Both parties agree to cooperate in ensuring that the requirements and spirit of applicable law are satisfied.

8. Neither party shall use any revenues distributed and allocated for purposes other than those authorized by §420.9072(7), Florida Statutes, or as stipulated in Rule 67-37, Florida Administrative Code.

9. If at any time during the term of this Interlocal Agreement, the County or the City which are the parties to this Interlocal Agreement believe that the intent of the parties as set forth herein is not being accomplished, or that the terms of the Interlocal Agreement are not fair, such entity may, upon the giving of ninety days written notice, renegotiate the terms and provisions of this Interlocal Agreement to

be effective on the first day of the next fiscal year. If the parties are unable to so renegotiate the terms and provisions of this Interlocal Agreement prior to the commencement of the next fiscal year the noticing party shall cease to be a party to this Interlocal Agreement and this Interlocal Agreement shall terminate and be of no further force or effect as to such party and the funds shall be allocated as provided by law.

10. If either party shall cease to be eligible for allocation and distribution of Local Government Housing Trust Fund monies, such party's allocation of the funds shall remain in the Local Fund to be used by the Corporation.

11. The parties to this Agreement shall cooperatively prepare and submit a single consolidated annual report incorporating all activities undertaken with SHIP funds in compliance with the reporting provisions of Rule 67-37, Florida Administrative Code.

12. The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions 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.

13. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue, for any matter, which is the subject of this Agreement shall be in the County of Escambia.

14. This Interlocal Agreement shall become effective, after being properly executed by the parties, when filed with the Office of the Clerk of the Circuit Court of Escambia County. The County shall be responsible for such filing.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates, under each signature:

ESCAMBIA COUNTY, a political subdivision of the State of Florida acting by and through its Board of County Commissioners.

By:_____
Grover C. Robinson, IV, Chairman

Attest: Pam Childers
Clerk of the Circuit Court

BCC Approved: ~~April 21, 2016~~ May 5, 2016

By:_____
Deputy Clerk

(S E A L)

Approved as to form and legal sufficiency.
By/Title: KdWal ACA
Date: 3/15/16

THE CITY OF PENSACOLA,
a municipal corporation chartered in the State of Florida

By: [signature] FOR
Ashton J. Hayward, III, Mayor

ATTEST:

Ericka L. Burnett
Ericka L. Burnett, City Clerk

(SEAL)

APPROVED AS TO CONTENT:

Marcie Whitaker
Marcie Whitaker, Pensacola Housing

LEGAL IN FORM AND VALID AS DRAWN:

[signature]
City Attorney

EXHIBIT I
TERMS AND CONDITIONS
SHIP PROGRAM IMPLEMENTATION

1. AFFORDABLE HOUSING ADVISORY COMMITTEE: The County and City agree to jointly establish and staff the Affordable Housing Advisory Committee (AHAC) in accordance with the provisions of §420.907-9079, Florida Statutes. The City shall solicit and appoint a representative from the City of Pensacola Planning Board and a citizen who resides in the City of Pensacola. All other appointees to the AHAC shall be solicited by the County. City Council may nominate appointees for the remaining representative positions through the County's solicitation process. All appointments will be jointly approved by the Board of County Commissioners and City Council.

2. MORTGAGE/LIEN RELEASES: Requests for payoffs and mortgage/lien cancellations should be directed to the County if the property is located within the unincorporated County or to the City if the property is located within the City limits. The preparation of mortgage/lien cancellations shall be prepared by the local jurisdiction in which the property is located and signed by the chief elected official. Any funds to be returned to the SHIP program shall be deposited into the Local Fund. All program income shall be used in accordance with SHIP program guidelines.

3. MONITORING: The City will provide files to the County as requested and required for monitoring of the SHIP Program by County auditors and/or the Florida Housing Finance Corporation or its agents.

4. ANNUAL REPORTS: The County will serve as the primary agent for preparation and submission of online annual report to Florida Housing Finance Corporation. The City will provide supporting information as required for the County to complete the annual report.

5. PROJECT SELECTION: County and City staff will jointly identify projects for funding in accordance with the strategies presented in the Local Housing Assistance Plan. Projects will be solicited and awarded through the County's Purchasing Department with City representation on selection committees. Agreements will be presented to the County for approval.

6. LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION: If approved by Board action, the County Administrator will sign the Local Government Verification of Contribution forms certifying the commitment of local SHIP funds for applicants responding to Request for Applications through the Florida Housing Finance Corporation for housing development project financing.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10121 **County Administrator's Report** **12. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: Amendment #1 to State Housing Initiative Partnership Program Interlocal Agreement with the Town of Century
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment #1 to the State Housing Initiatives Partnership Program Interlocal Agreement with the Town of Century - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning Amendment #1 to the State Housing Initiatives Partnership (SHIP) Program Interlocal Agreement with the Town of Century:

A. Approve Amendment #1 to the Interlocal Agreement for SHIP Housing Repair Assistance Project with the Town of Century to provide $260,000, in SHIP funds to support housing repair activities within the Town of Century; and

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

[Funding: Fund 120/2015 and 2016 SHIP, Cost Centers 370201 and 370202]

BACKGROUND:

An Interlocal with the Town of Century (Town) was approved December 10, 2015 (see Exhibit I) to assist the Town with matching repair funds needed under their Residential Construction Mitigation Program (RCMP), Small Cities Community Development Block Grant Program, and/or historic preservation repair program grant funding secured by the Town.

Due to the February tornado, additional funding is needed to assist Town residents with uninsured or underinsured repairs. The Town has already encumbered its original allocation of $60,000. This amendment (Exhibit II) allocates additional funding as well as updates the income eligibility chart, end dates, and provides additional details for the disaster funding as suggested by Florida Housing Finance Corporation.

BUDGETARY IMPACT:

The $260,000 required for this Agreement is budgeted in Fund 120/2015 and 2016 SHIP, Cost Centers 370201 and 370202.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Amendment to the Agreement has been reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

The amendment to the Interlocal Agreement will be managed by Town of Century staff with County Neighborhood Enterprise Division staff providing the construction oversight/management for the disaster projects.

POLICY/REQUIREMENT FOR BOARD ACTION:

Interlocal Agreements with other local governments must be approved by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

The SHIP project will be coordinated through the Neighborhood Enterprise Division (NED) jointly with the Town of Century for income eligible homeowners.

Attachments

Ex I-BCC Approval Interlocal

Ex II-Amendment #1 to Century SHIP Interlocal

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

13. Taking the following action concerning the State Housing Initiatives Partnership (SHIP) Program Interlocal Agreement with the Town of Century (Funding: Fund 120/2015 and 2016 SHIP, Cost Centers 370201 and 370202):

A. Approving the Interlocal Agreement for SHIP Housing Repair Assistance Project with the Town of Century to provide $60,000 in SHIP funds to support housing repair activities within the Town of Century; and

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

14. Taking the following action concerning the Community Development Block Grant (CDBG)-funded Neighborhood Renewal Initiative Mini-Grant Agreements (Funding: Fund 129/2010 and 2011 CDBG, Cost Centers 370214 and 370216):

A. Approving the *Neighborhood Renewal Initiative Mini-Grant Agreement* between Escambia County and the Ebonwood/Oakcrest/Gary Circle Homeowner's Association, Inc., awarding a Neighborhood Renewal Initiative Grant, in the amount of $500, for the Ebonwood Community Center Upgrade Project, located in the Englewood Community Redevelopment Area;

B. Approving the *Neighborhood Renewal Initiative Mini-Grant Agreement* between Escambia County and the Community Improvement Association, Incorporated, awarding a Neighborhood Renewal Initiative Grant, in the amount of $400, for the Montclair Neighborhood Watch Signs Project, located in the Palafox Community Redevelopment Area; and

C. Authorizing the Chairman or Vice Chairman to execute the Agreements and all related documents as required to implement the Projects.

AMENDMENT #1
INTERLOCAL AGREEMENT FOR SHIP HOUSING REPAIR ASSISTANCE PROJECT
(Town of Century)

THIS AMENDMENT is made and entered into this **5th** day of **May, 2016**, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida (“County"), whose mailing address is P.O. Box 1591, Pensacola, Florida 32597; and the **TOWN OF CENTURY,** a municipality chartered in the State of Florida ("Century”), whose address is 7995 North Century Boulevard, Century, Florida.

WITNESSETH:

WHEREAS, on December 10, 2015, the parties previously entered into an Interlocal Agreement for the purpose of assisting qualified applicants for the SHIP Housing Repair Assistance Project (hereinafter referred to as "the Project") through the use of funds provided by the Escambia/Pensacola State Housing Initiatives Partnership Program (hereinafter referred to as "SHIP Program" or "the Program"); and

WHEREAS, on February 15, 2016, a tornado categorized as an F-3 on the Fujita Tornado Damage Scale impacted the Century area causing severe damage to numerous housing units; and

WHEREAS, on March 11, 2016, the SHIP Program was awarded additional funding for disaster victims; and

WHEREAS, the County and Century now wish to amend the Agreement to extend the term and increase the funding provided under the Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration the County and Century hereby agree to amend the Interlocal Agreement for the SHIP Housing Repair Assistance Program dated December 10, 2015, as follows:

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

SECTION 2. ARTICLE II, Section 2.1 is amended to read as follows:

2.1 Century shall directly provide ~~all~~ services required to complete the repair or replacement of substandard, homeowner occupied single family homes for families meeting the Low Income limitations stipulated in Florida Administrative Code (FAC) 67-37 and amendments thereto.

SECTION 3. ARTICLE III, Section 3 is hereby amended to read as follows:

3. The County agrees to contribute ~~matching~~ funds in an amount not to exceed ~~**$60,000**~~ **$260,000** payable solely from available SHIP Program funds toward the costs of repairing housing units occupied by eligible families participating in the SHIP Housing Repair

Assistance Project; the Florida Department of Economic Opportunity Small Cities Community Development Block Grant, Housing Rehabilitation/Replacement Grant Program or Housing Preservation Grant Program; or similar repair programs as may be administered by Century, subject to possible reduction under Article VI hereof.

SECTION 4. ARTICLE VI, Section 6 is hereby amended to read as follows:

6. This Agreement shall be effective for the period beginning the 10th day of December, 2015, and shall terminate on ~~December 30, 2016~~, December 31, 2017, unless canceled sooner with or without cause by any party giving thirty (30) days prior written notice of such cancellation.

SECTION 5. EXHIBIT I of the Interlocal Agreement is replaced in its entirety with the attached **REVISED EXHIBIT I**.

SECTION 6. All other provisions of the original Agreement and not in conflict with the amendments and modifications contained herein shall remain in full force and effect.

SECTION 7. This Amendment shall become effective, after being properly executed by the parties, when filed with 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.

SECTION 8. The Interlocal 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 Agreement on the respective dates under each signature:

ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

BY:_____
Grover C. Robinson, IV, Chairman

Attest: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk

BCC Approved: ~~April 21, 2016~~ May 5, 2016

Escambia County Legal Department Approval:

S E A L

Approved as to form and legal sufficiency.
By/Title: K. Howell ACA
Date: 4/13/16

TOWN OF CENTURY, a municipality chartered in the State of Florida, by its TOWN COUNCIL

ATTEST:

By: Freddie W. McCall
Freddie McCall, Mayor

(SEAL)

SPECIFIC TERMS AND CONDITIONS FOR IMPLEMENTATION OF THE SHIP HOUSING REPAIR ASSISTANCE PROJECT

NAME OF SPONSOR: TOWN OF CENTURY
AGENT: NICKLES CONSULTING GROUP

1. PURPOSE

The purpose of this Agreement is to provide limited housing repair/replacement assistance to certain eligible "Very Low" and "Low Income" families. A "Very Low Income" family is defined as a family with total "gross" income from all sources equal to or below fifty percent (50%) of the Pensacola Metropolitan Statistical Area ("MSA") median income, adjusted for family size. A "Low Income" family is defined as a family with total "gross" income from all sources equal to or below eighty percent (80%) of the Pensacola Metropolitan Statistical Area ("MSA") median income, adjusted for family size. County shall annually provide updated income eligibility guidelines for use by Century in carrying out the requirements of this Agreement. Century shall be responsible for ensuring documentation of the eligibility of each applicant, and will receive assistance from the County contract manager to determine eligibility upon request.

2. SCOPE OF SERVICES

Century and/or its designated Contractor Coordinator/Agent shall provide affordable housing client eligibility intake, contracting for repairs/construction services under terms, conditions, requirements and responsibilities of this Agreement. The County agrees to make certain funds available to support the repair or replacement of existing owner occupied substandard housing units targeting Very Low and Low Income families. Such funds are allocated from **Escambia/ Pensacola SHIP Program** funds in the amount of ~~**$60,000.00**~~ **$260,000** (2015 or 2016 SHIP).

SHIP Program housing repair/replacement funds shall be committed by the County on behalf of eligible "Very Low" and "Low Income" families residing in Escambia County, Florida, in an amount not to exceed ~~**$15,000**~~ **$30,000** per home, unless Century is notified in writing by the County Contract Manager of an increase in the maximum authorized by an amendment to the Escambia/Pensacola SHIP Local Housing Assistance Plan (LHAP). Century shall be responsible for fully documenting to the County the eligibility of such clients and assuring that SHIP Program funds provided to Century are expended solely for eligible activities, including disaster funding eligibility.

Additional funding of up to $15,000 per home (not included in the total funding above) may be requested in writing under the Disaster/Mitigation Assistance strategy as outlined in the SHIP Program Local Housing Assistance Plan (LHAP) and provided with written approval by the County Contract Manager. Funding for this strategy is limited.

3. OBJECTIVES

Century shall cause the limited repair of at least ~~four (4)~~ eight (8) single family homes or manufactured homes, owned and occupied by "Very Low" or "Low Income" families within Escambia County during the term of this Agreement. Century shall attempt to target assistance to at least ~~two (2)~~ five (5) families meeting the Special Needs set-aside criteria as defined in F.S. 420.0004. As outlined in the LHAP and at the time of receipt of 2016 SHIP funds, priority may be given to Special Needs applicants. All other applicants will be assisted on a first qualified, first served basis. Century or its Contract Coordinator/Agent must document the Special Needs requirement as outlined in SB 1852/FS 420.0004 before priority for assistance may be approved. As of the date of this amendment, only applications for disaster recovery may be accepted under the SHIP program.

Components repaired within the homes shall meet minimum standards required by applicable provisions of the Florida Building Code, applicable health or safety standards, or other comparable standards promulgated for use in housing repair, rehabilitation and/or replacement housing initiatives. All assistance shall be provided so as to be affordable to eligible Project clients.

Under the SHIP disaster funding, owner occupied manufactured housing may be considered for assistance if the manufactured home owner occupant also owns the property on which the structure is located. Per F.S. 420.9071, manufactured housing must be constructed after June 1994 to be eligible for the SHIP Program and installed in accordance with the installation standards for mobile or manufactured homes contained in rules of the Department of Highway Safety and Motor Vehicles.

4. SERVICES

This Agreement presumes that Project activities will proceed generally in accordance with Century's established procedures and policies which govern ongoing housing repair or replacement programs, with minimal overlay of SHIP Program requirements to ensure concurrent compliance with Florida Administrative Code (FAC) 67-37. Century shall perform or cooperate in performance of the following services as required to implement the Agreement.

A. Develop or adapt existing forms, policies, client intake procedures, client characteristics data collection, income verification procedures, record keeping, and other matters as necessary to document beneficiaries (including special needs set asides), Project activity costs, utilization of SHIP Project funds and, if utilized in conjunction with this Project, non-SHIP Program funds on a per unit (home) basis. Additional forms and documents required to verify property eligibility under the disaster funding and to avoid duplication of benefits will be provided by the County Contract Manager.

B. Provide services associated with housing rehabilitation client intake, eligibility processing, intake, eligibility processing, development of construction specifications, selection of construction vendors, construction management and completion inspection(s) and coordination of any resources needed to produce a minimum of ~~four (4)~~ eight (8) repaired units within the term of this Agreement at a SHIP Program cost of not more than ~~**$15,000**~~ **$30,000** per unit (including service delivery costs), unless Century is notified in writing by the County Contract Manager of an increase in the maximum authorized by an amendment to the Escambia/Pensacola SHIP Local Housing Assistance Plan.

C. Documentation of client eligibility is mandatory under this Agreement. Failure to properly document eligibility will result in denial of Century's payment request. Documentation shall include proper verification of income eligibility and evidence of a participant's basic need for the assistance, and all other eligibility information required under state law.

5. CENTURY INFORMATION

Town of Century
7995 North Century Boulevard
Century, Florida 32535

CONTACT: Freddie McCall
TITLE: Mayor
Phone: (850) 256-3208
Fax: (850) 256-0318

6. QUARTERLY REPORTS

A. Century shall prepare and provide to the contract manager a report of activities no less frequently than quarterly (the "Quarterly Report"). The duty to provide Quarterly Reports shall survive termination of this Agreement until received by the County.

B. The Quarterly Report shall contain a narrative on the progress of the project and a financial statement on expenditures made during the reporting period and shall be in the form provided herein, unless an alternate form is mutually approved by the County and Century.

C. Failure to submit the Quarterly Report narrative, financial reports or financial documentation shall be deemed good cause for withholding of further payments under this Agreement.

7. PAYMENT SCHEDULE AND PROCEDURE

A. APPLICANT/PROJECT ELIGIBILITY: All applicants (clients) for financial assistance under this Agreement shall file an Application with the Town of Century or its designated Contract Coordinator/Agent in accordance with regulations governing the SHIP Housing Repair Assistance Project and other associated programs, through which Century may dually fund housing repairs or replacements in relation to this Agreement, as applicable on a case-by-case basis. Initial waiting list for disaster related repairs will be documented through a voice mail line established by the County. All applicants for assistance shall be initially determined eligible under the SHIP Housing Repair Assistance Project and other associated programs, as applicable, to be eligible to participate in activities provided for under this Agreement. Century and its designated Contract Coordinator/Agent shall process all applicants in accordance with established application and income verification procedures, including disaster funding verification. When a request has reached the point of approval, Century shall provide the application information ~~and contractor's bid~~ to the County and request a commitment of SHIP Program funds for that applicant ("client"). Upon receipt of the County's commitment, Century may then formally approve and obligate the SHIP funds, along with any other funds available to Century, that are required to complete rehabilitation of the subject dwelling (if any).

B. PROJECT CONSTRUCTION MANAGEMENT: In all cases, Century, the County, and/or the applicant, shall contract with a licensed residential contractor to complete the actual

rehabilitation or replacement housing work. Century or the County shall establish and follow a bid/solicitation process, or an acceptable alternate contractor selection and award process, that provides open and equal opportunities for qualified contractors interested in completing construction work in relation to this Agreement. Contractors paid directly under this Agreement must meet all County Licensing, Purchasing and Liability requirements. Construction jobs over $25,000 will require a 100% Performance and Payment Bond to be paid and recorded by the Contractor. As the work progresses, the contractor may request, via Century, payment under the terms of the contract between Century/County and the contractor. Not more than one payment (at final completion) per unit shall be issued by the County in support of the Project at or below $15,000, unless there are extenuating circumstances that are approved in advance by the County Contract Manager. The County will make up to TWO reimbursements to the Contractor for contracts over $15,000. One initial payment not to exceed 40% of the project bid can be released at 50% completion of the project with copies of progress inspections, Contractor invoice, and Building Inspections completed to date. The final reimbursement can be released at Project Completion with Final Contractor Bill, Century/County's inspection verifying completion, signoff and acceptance by the client, RRP checklist for pre-1978 homes, and copies of final inspections by Building Inspections. Century or the County and its designated Contract Coordinator/Agent shall process and verify the accuracy of the payment request and inspect the completed work prior to approving and forwarding the request for payment to the County. Century/County shall request an amount equal to the County's share of the total payment requested by the Contractor (or 100% of the eligible costs, if there are no other funds committed to the unit). Following County review and approval, the Clerk of the Circuit Court/Finance Division shall, within fifteen (15) days of the receipt of the payment voucher, issue payment for the completed construction work. Checks shall be made payable to the approved Contractor and the Clerk of the Circuit Court/Finance Division shall mail the County warrant (check) directly to the Century or Contractor and any parties who performed eligible work or services in relation to the repair or replacement of the housing unit.

~~B.~~C. As a pre-condition to payment by the County hereunder, for each housing unit Century, or its agent, shall make a request for a SHIP fund commitment by presenting to the County Contract Manager all supportive documentation, including a complete, executed and approved application form executed by authorized representative(s) of Century and by the client requesting SHIP assistance (including income verification documentation); the location of the housing unit to be repaired; and a copy of the contractor's bid for completion of the construction work, if bid by Century. The County Contract Manager shall review the documentation and within (10) days of receipt of the documentation, shall provide a written commitment of SHIP funds.

D. ASSOCIATED PROJECT COSTS & FEES.

1. Title Work and/or Surveys may be required before an application can be approved for assistance. If necessary, Century/Century's agent will contact County Contract Manager to request this work under open County purchase orders. The costs of such title work and surveys WILL count toward the total cost per unit.
2. Recording Fees: The County will directly pay the Clerk of Court for recording fees related to recording of a SHIP notice of commencement, lien, mortgage and/or

modifications. Funds will come from County SHIP administrative funds and will NOT count toward the total cost per unit.

3. Project Management Fee: The County will directly pay to Century's agent an amount not to exceed $500 per completed DISASTER project at Project Completion for applicant/project eligibility (pre-screening, application, income verifications, etc) processing. Project Management fee will come from County's SHIP administrative budget. No project management funds are being provided for non-disaster projects encumbered before the date of this amendment.
4. Temporary Relocation and Moving Assistance: If Temporary Relocation and Moving assistance is requested, it will count toward the total cost per unit.
5. Construction Management Fee: No construction management fees are included in this Agreement. For disaster projects, the County will provide inspections, work specifications, meet with contractors on site, etc.

8. PROJECT EVALUATION, MONITORING AND REVIEW

A. The Project will be monitored continuously based upon the documentation submitted Century. Additionally, the County will monitor the Project at three (3), six (6) and nine (9) month intervals. Century shall provide Project related information to the contract manager to assist their review and will be responsible for compliance with the terms of this Agreement.

B. The County shall review and evaluate Century's performance under this Agreement and the effectiveness of the Project in preserving affordable housing units. If found to be ineffective, modification may be made to this Agreement or this Agreement may be terminated according to the provisions contained in Section 6.1 of this Agreement.

9. PROJECT REQUIREMENTS

CENTURY shall comply with the terms and conditions specified in this Agreement. All project requirements must conform to the COUNTY's current LHAP and any amendments thereto and applicable provisions of the Florida Statutes. In addition,

A. CENUTRY agrees to assist the COUNTY in meeting the overall SHIP program requirements;
B. CENTURY shall follow HUD Section 8 Income Guidelines, and any changes in these guidelines made by the federal Department of Housing & Urban Development and approved for use by the FHFC to determine the income eligibility of applicants;
C. CENTURY shall not exceed the maximum award per-unit subsidy to eligible applicants as identified in the **SCOPE OF SERVICES, EXHIBIT I, SECTION 2**;
D. SHIP funds shall only be used to fund the rehabilitation of eligible housing that is found to be feasible for repairs; and
E. All home owners shall be qualified as eligible at the time of assistance.
F. Per FHFC direction, all disaster funding must be encumbered by December 31, 2016. Century will work with County to accomplish this encumbrance deadline. Encumbered is as defined as "committed by contract, or purchase order, letter of commitment, or award in

a manner that obligates the county…to expend the amount upon delivery of goods, the rendering of services, or the conveyance of real property by a vendor, supplier, contractor or owner." (FAC 67-37.002)

2016 INCOME GUIDELINES
(SHIP Effective Date: March 28, 2016)

# PERSONS IN FAMILY	EXTREMELY LOW INCOME (30% OF MEDIAN)	VERY LOW INCOME (50% OF MEDIAN)	LOW INCOME (80% OF MEDIAN)
1	$12,550	$20,900	$33,400
2	16,020	23,850	38,200
3	20,160	26,850	42,950
4	24,300	29,800	47,700
5	28,440	32,200	51,550
6	32,580	34,600	55,350
7	36,730	37,000	59,150
8	39,350*	39,350	63,000

**For HUD programs, the definition of extremely low income has been changed to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services, provided that this amount is not greater than the Section 8 50% very low income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.*

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10062 **County Administrator's Report** **12. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: Acceptance of Three Drainage Easements for the Crescent Lake Outfall Project
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of Three Drainage Easements for the Crescent Lake Outfall Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of three drainage easements for Crescent Lake Outfall improvements:

A. Accept the donation of three drainage easements located in Crescent Lake Subdivision for the Crescent Lake Outfall Improvement Project;

Property Owner	Parcel Reference Number	Acreage
Crescent Lake Preservation Association, Inc.	44-1S-30-3001-012-001	0.03
John T. Davis	44-1S-30-1000-013-022	0.05
Robert C. and Linda L. Yearty	44-1S-30-1000-012-022	0.07

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

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

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

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

BACKGROUND:

There are three outfalls located on the east side of Crescent Lake and three on the west side. As a result of the April 2014 storm event, six outfall pipes, headwalls and the areas immediately adjacent were damaged in the Crescent Lake Subdivision. The repair costs for the damage will be submitted to FEMA for reimbursement.

These easements will be utilized to extend one of the six outfall areas beyond the existing headwall location to the lake with a subsurface pipe system that will reduce erosion and provide for sustainability during future similar storm events. The pipe extension will be two 70-feet long, high density polyethylene pipes. This extension has been discussed with the County's Florida Department of Emergency Management (FDEM - FEMA Division) representative and a revision of the Project Worksheet (PW) was authorized to include this extension as Hazard Mitigation. This revision was also approved by the FEMA Region 4 Representative who visited in February 2016.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The easements have been approved as to form and legal sufficiency by the County Attorney's office.

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 proceed in compliance with Section 46-139 of the County Code of Ordinances.

Attachments

Crescent Lake Easement
Davis Easement
Yearty Easement
Aerial Map

Prepared by:
Stacey S. Ward
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

44-1S-30-3001-012-001
Crescent Lake

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT made this 8 day of March, 2016, by and between Crescent Lake Preservation Association, Inc., a corporation organized under the laws of the State of Florida, whose mailing address is 5924 West Shore Drive, Pensacola, Florida 32526 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

(Wherever used, the terms "Grantor" and "Grantee" shall include the singular and plural, masculine and feminine, heirs, legal representatives, successors and assigns.)

WITNESSETH

WHEREAS Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 44, Township 1S, Range 30 West, Escambia County, Florida; and

WHEREAS, Grantor is the owner of the real property, over, across, and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of One Dollar ($1.00), the promises contained herein and other good and valuable consideration, Grantor does hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement and the right to excavate, construct and maintain the drainage easement.

See attached Exhibit A

GRANTOR also hereby grants, bargains, conveys, transfers, dedicates, and delivers to Grantee the right to clear, keep clear, and remove from the drainage easement, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon by Grantee. Notwithstanding the issuance of any permit to construct or erect any structure in the drainage easement, Grantor agrees not to build, construct or create or permit others to build, construct or create any building or other structure in the drainage easement that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon. Easily removable improvements, such as fences, may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified, and the Grantor agrees to execute corrective instruments as may be required by Grantee.

GRANTOR does hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances that would prohibit Grantee from using the easement for drainage, and Grantor hereby waives any right to compensation for Grantee's use of the drainage easement and an appraisal of the drainage easement unless otherwise provided for herein.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee forever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the date first above written.

SIGNED IN THE PRESENCE OF:

GRANTOR:

Crescent Lake Preservation Association, Inc.

Witness Bernie W Manning
Print Name Bernie W Manning

Witness Kara Johnson
Print Name Kara Johnson

By: Jim Greunke
(signature)
Jim Greunke, President
(printed name/title)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument ~~was~~ acknowledged before me this 8th day of March, 2016, by Jim Greunke as President of ~~as~~ Crescent Lake, (title) of Crescent Lake Preservation Association, Inc., on behalf of the corporation. He/She (_) is personally known to me, or (✓) produced current Florida Driver License as identification. Preservation

BERNIE W. MANNING
Notary Public - State of Florida
Commission #FF109897
My Commission Expires
May 31, 2018

Bernie W Manning
Signature of Notary Public

Bernie W Manning
Printed Name of Notary Public

(Notary Seal)

ACCEPTANCE

This Drainage Easement was accepted by Escambia County, Florida, on the _____ day of _____, 20___, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____, 20___,

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

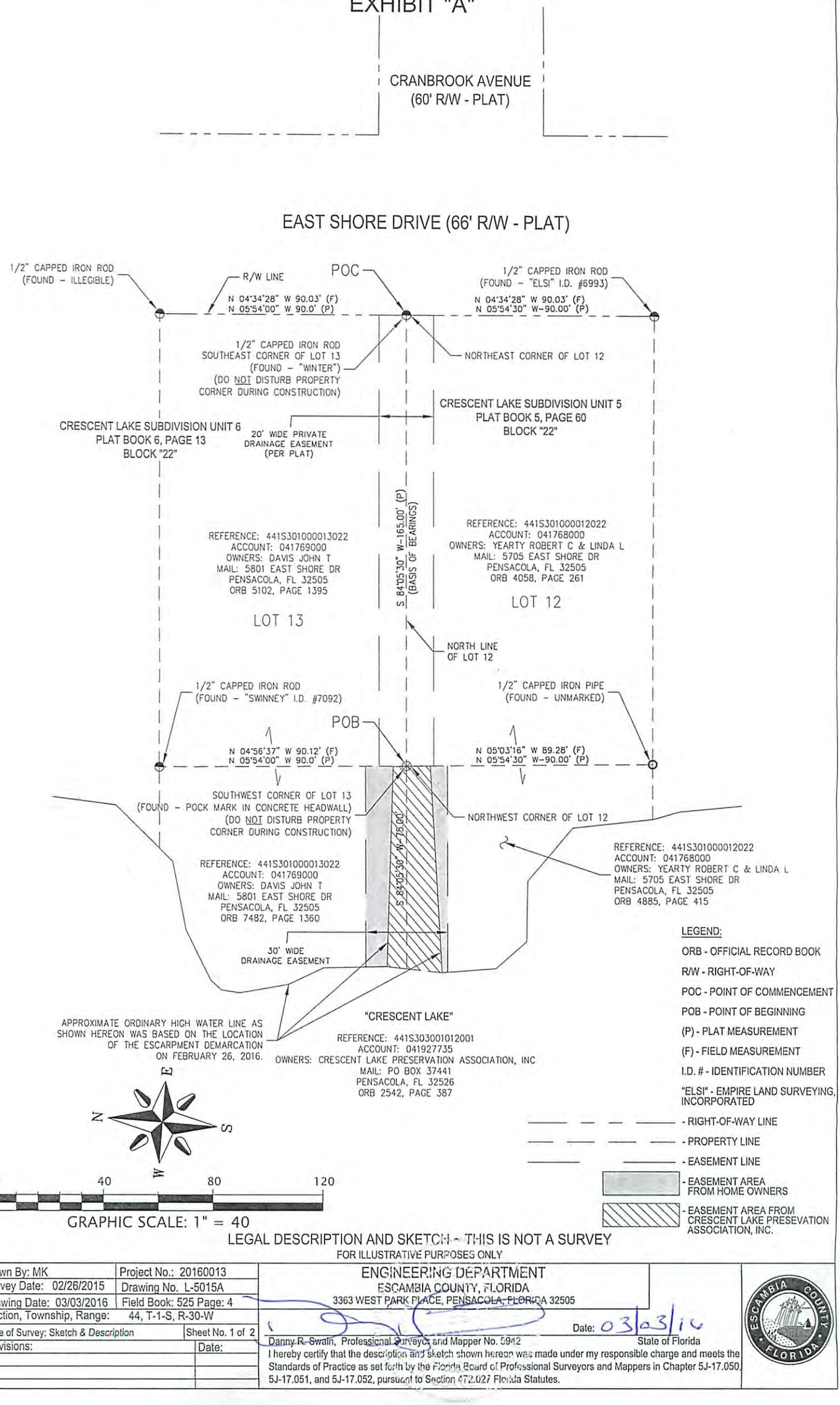
_____
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Court

_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date March 24, 2016

LEGAL DESCRIPTION AND SKETCH
EXHIBIT "A"



LEGAL DESCRIPTION AND SKETCH - THIS IS NOT A SURVEY

FOR ILLUSTRATIVE PURPOSES ONLY

Drawn By: MK	Project No.: 20160013
Survey Date: 02/26/2015	Drawing No. L-5015A
Drawing Date: 03/03/2016	Field Book: 525 Page: 4
Section, Township, Range:	44, T-1-S, R-30-W
Type of Survey: Sketch & Description	Sheet No. 1 of 2
Revisions:	Date:

ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

Date: 03/03/16

Danny R. Swain, Professional Surveyor and Mapper No. 5942 State of Florida

I hereby certify that the description and sketch shown hereon was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051, and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

LEGAL DESCRIPTION AND SKETCH
EXHIBIT "A"

Legal Description
Drainage Easement
Prepared at the request of the Escambia County Engineering Department
March 02, 2016

A 30 foot non exclusive easement for drainage purposes over, under and across a portion of land lying in Sections 44 and 46, Township 1 South, Range 30 West, Tallahassee Meridian, located in Escambia County, State of Florida.

Said easement being a portion of a parcel of land described in O.R. Book 2542, Page 387, as recorded in the public records of Escambia County, Florida, and being 15 feet on each side of the following described line:

Commence at the Northeast corner of Lot 12, Block 22, Crescent Lake Subdivision, Unit Number 5, as recorded in Plat Book 5, Page 60, in the public records of said Escambia County, Florida, which is also the Southeast corner of Lot 13, Block 22, Crescent Lake Subdivision, Unit Number 6, as recorded in Plat Book 6, Page 13, in the public records of said Escambia County; thence S84°05'30"W along the North line of said Lot 12 (Basis of Bearings), and coincident with the South line of said Lot 13 for a distance of 165.0 feet to the Northwest corner of said Lot 12, which is also the Southwest corner of said Lot 13, and the Point of Beginning of the easement described hereon; thence S84°05'30"W on a prolongation of said North line a distance of 75.00 feet to the Point of Terminus of this description. The sidelines of said easement being extended or shortened to terminate on the property of the grantor.

Said easement contains 0.03 acre, more or less.

Certified to: Escambia County, Florida Board of County Commissioners; and Crescent Lake Preservation, Association, Inc.

Surveyor's Notes:

1) Measurements were made in accordance with the United States Standard Foot.
2) Basis of Bearings Reference: North and the bearings shown hereon are based on the North line of the Crescent Lake Subdivision, Unit Number 5, as recorded in Plat Book 5 Page 60 in the public records of Escambia County, Florida as being N84°05'30"E (Plat).
3) The sketch shown hereon was prepared for description purposes only and is not intended to represent a field survey. An accurate field survey of the parcel(s) described hereon may result in variations in bearings and/or distances.
4) Danny R. Swain, Florida Professional Surveyor and Mapper did not perform a title search, nor has a title search been provided. Therefore, the sketch shown hereon is subject to any facts that may be disclosed by a full and accurate title search.
5) Lands shown hereon were not abstracted by Danny R. Swain, Florida Professional Surveyor and Mapper, and is subject to deeds of record, unrecorded deeds, easements, right-of-ways, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
6) Easements, other than those described hereon, are per the recorded plat, if any.
7) Plat and field measured directions and distances are the same unless otherwise noted.
8) This survey does not reflect, determine, or guarantee ownership.
9) Existing improvements not shown, if any.
10) No attempt was made to locate any underground foundations, septic/drain fields, underground utilities, or overhead utilities.
11) Additions or deletions to survey map(s) or report(s) by other than the signing party or parties is prohibited without written consent of the signing parties.
12) The survey sketch and description or copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.
13) The description and sketch are not full and complete without the other.
14) No other person(s) and/or entity(ies) other than those certified to above may use this sketch and description or copies thereof, for any reason whatsoever, without the prior written consent of the undersigned.
15) Documents used in the preparation of this sketch and description: The Plat of the Crescent Lake Subdivision, Unit Number 5, as recorded in Plat Book 5, Page 60 in the public records of Escambia County, Florida; The Plat of the Crescent Lake Subdivision, Unit Number 6, as recorded in Plat Book 6 Page 13 in the public records of Escambia County, Florida; and existing field monumentation.
16) Approximate ordinary high water line as shown hereon was based on the location of the escarpment demarcation on February 26, 2016.

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY
FOR ILLUSTRATIVE PURPOSES ONLY

Drawn By: MK	Project No.: 20160013	ENGINEERING DEPARTMENT
Survey Date: 02/26/2015	Drawing No. L-5015A	ESCAMBIA COUNTY, FLORIDA
Drawing Date: 03/03/2016	Field Book: 425 Page: 4	3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505
Section, Township, Range: 44, T-1-S, R-30-W		
Type of Survey: Sketch & Description	Sheet No. 2 of 2	
Revisions:	Date:	

Unless accompanied by sheet one that bears the signature and original raised seal of a Florida licensed Surveyor and Mapper this drawing, sketch, plat, or map is for informational purposes only and is not valid.

Prepared by:
Wayne Manning
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

Crescent Lake Project
Portion of 44-1S-30-1000-013-022

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT made this 7 day of MARCH, 2016, by and between John T. Davis, an unmarried man, whose mailing address is 5801 East Shore Drive, Pensacola, Florida 32505 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

(Wherever used, the terms "Grantor" and "Grantee" shall include the singular and plural, masculine and feminine, heirs, legal representatives, successors and assigns.)

WITNESSETH

WHEREAS Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 44, Township 1S, Range 30 West, Escambia County, Florida; and

WHEREAS, Grantor is the owner of the real property, over, across, and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of One Dollar ($1.00), the promises contained herein and other good and valuable consideration, Grantor does hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement and the right to excavate, construct and maintain the drainage easement.

See attached Exhibit A

GRANTOR also hereby grants, bargains, conveys, transfers, dedicates, and delivers to Grantee the right to clear, keep clear, and remove from the drainage easement, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon by Grantee. Notwithstanding the issuance of any permit to construct or erect any structure in the drainage easement, Grantor agrees not to build, construct or create or permit others to build, construct or create any building or other structure in the drainage easement that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon. Easily removable improvements, such as fences, may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified, and the Grantor agrees to execute corrective instruments as may be required by Grantee.

GRANTOR does hereby covenant with Grantee that it is lawfully seized and possessed of the real property

above described and that the easement is free from all encumbrances that would prohibit Grantee from using the easement for drainage, and Grantor hereby waives any right to compensation for Grantee's use of the drainage easement and an appraisal of the drainage easement unless otherwise provided for herein.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee forever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the date first above written.

SIGNED IN THE PRESENCE OF:

Witness _____
Print Name _____

Witness _____
Print Name _____

GRANTORS:

By: _____
John T. Davis

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7 day of March, 20 16 by John T. Davis. He (_) is personally known to me, or (✓) produced current Florida Driver License as identification.

_____
Signature of Notary Public

(Notary Seal)

BERNIE W. MANNING
Notary Public - State of Florida
Commission #FF109897
My Commission Expires
May 31, 2018

Bernie W Manning
Printed Name of Notary Public

ACCEPTANCE

This Drainage Easement was accepted by Escambia County, Florida, on the _____ day of _____, 20___, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____, 20___,

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

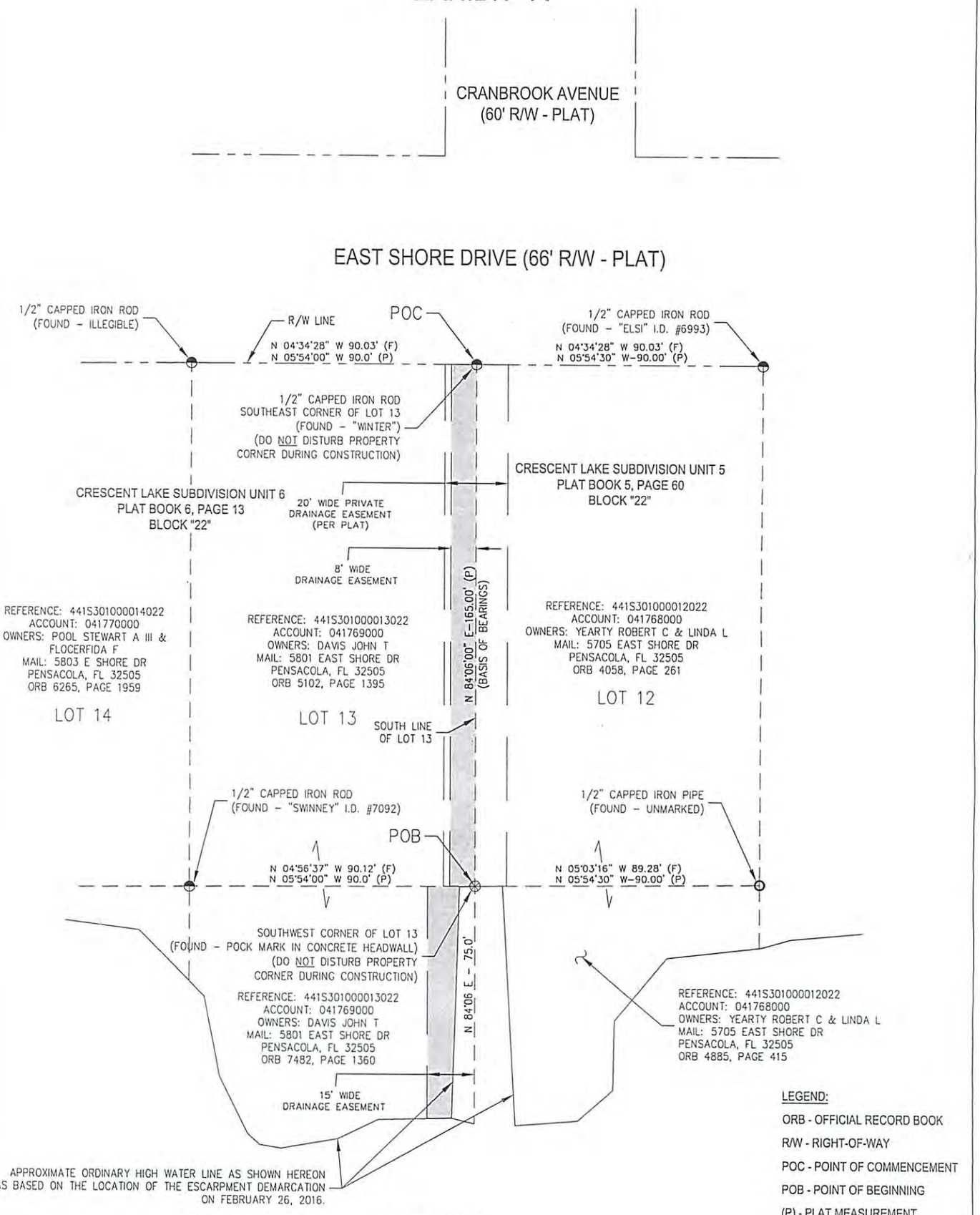
_____
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Court

_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date March 23, 2016

LEGAL DESCRIPTION AND SKETCH
EXHIBIT "A"



LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY

FOR ILLUSTRATIVE PURPOSES ONLY

Drawn By: MK	Project No.: 20160013
Survey Date: 02/26/2015	Drawing No. L-5015A
Drawing Date: 03/03/2016	Field Book: 525 Page: 4
Section, Township, Range: 44, T-1-S, R-30-W	
Type of Survey: Sketch & Description	Sheet No. 1 of 2
Revisions:	Date:

ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

Date: 03/03/16

Danny R. Swain, Professional Surveyor and Mapper No. 5942 State of Florida

I hereby certify that the description and sketch shown hereon was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051, and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

LEGAL DESCRIPTION AND SKETCH
EXHIBIT "A"

Legal Description
Drainage Easements
Prepared at the request of the Escambia County Engineering Department
February 22, 2016

An 8 foot non exclusive easement for drainage purposes over, under and across the following described property:

The South 8 feet of Lot 13, Block 22, Crescent Lake Subdivision, Unit Number 6, as recorded in Plat Book 6, Page 13, in the public records of Escambia County, Florida.

Said easement contains 0.03 acre, more or less.

Together with a 15 foot non exclusive easement for drainage purposes over, under and across a portion of land lying in Section 46, Township 1 South, Range 30 West, Tallahassee Meridian, located in Escambia County, State of Florida.

Said easement being a portion of a parcel of land described in O.R. Book 7482, Page 1360, as recorded in the public records of Escambia County, Florida, and being 15 feet on the North side of the following described line:

Commence at the Southeast corner of Lot 13, Block 22, Crescent Lake Subdivision, Unit Number 6, as recorded in Plat Book 6, Page 13, in the public records of said Escambia County, Florida; thence S84°06'W along the South line of said Lot 13 (Basis of Bearings) for a distance of 165 feet to the Southwest corner of said Lot 13, and the Point of Beginning of the easement described hereon; thence S84°06'W on a prolongation of said South line a distance of 75.00 feet to the Point of Terminus of this description. The sidelines of said easement being extended or shortened to terminate on the property of the grantor.

Said easement contains 0.02 acre, more or less.

Certified to: Escambia County, Florida Board of County Commissioners; and John Davis

Surveyor's Notes:

1) Measurements were made in accordance with the United States Standard Foot.
2) Basis of Bearings Reference: North and the bearings shown hereon are based on the South line of the Crescent Lake Subdivision, Unit Number 6, as recorded in Plat Book 6 Page 13 in the public records of Escambia County, Florida as being N84°06'E (Plat).
3) The sketch shown hereon was prepared for description purposes only and is not intended to represent a field survey. An accurate field survey of the parcel(s) described hereon may result in variations in bearings and/or distances.
4) Danny R. Swain, Florida Professional Surveyor and Mapper did not perform a title search, nor has a title search been provided. Therefore, the sketch shown hereon is subject to any facts that may be disclosed by a full and accurate title search.
5) Lands shown hereon were not abstracted by Danny R. Swain, Florida Professional Surveyor and Mapper, and is subject to deeds of record, unrecorded deeds, easements, right-of-ways, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
6) Easements, other than those described hereon, are per the recorded plat, if any.
7) Plat and field measured directions and distances are the same unless otherwise noted.
8) This survey does not reflect, determine, or guarantee ownership.
9) Existing improvements not shown, if any.
10) No attempt was made to locate any underground foundations, septic/drain fields, underground utilities, or overhead utilities.
11) Additions or deletions to survey map(s) or report(s) by other than the signing party or parties is prohibited without written consent of the signing parties.
12) The survey sketch and description or copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.
13) The description and sketch are not full and complete without the other.
14) No other person(s) and/or entity(ies) other than those certified to above may use this sketch and description or copies thereof, for any reason whatsoever, without the prior written consent of the undersigned.
15) Documents used in the preparation of this sketch and description: The Plat of the Crescent Lake Subdivision, Unit Number 6, as recorded in Plat Book 6 Page 13 in the public records of Escambia County, Florida; and existing field monumentation.
16) Approximate ordinary high water line as shown hereon was based on the location of the escarpment demarcation on February 26, 2016.

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY
FOR ILLUSTRATIVE PURPOSES ONLY

Drawn By: MK	Project No.: 20160013	ENGINEERING DEPARTMENT ESCAMBIA COUNTY, FLORIDA 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505
Survey Date: 02/26/2015	Drawing No. L-5015A	
Drawing Date: 03/03/2016	Field Book: 425 Page: 4	
Section, Township, Range:	44, T-1-S, R-30-W	
Type of Survey: Sketch & Description	Sheet No. 2 of 2	
Revisions:	Date:	Unless accompanied by sheet one that bears the signature and original raised seal of a Florida licensed Surveyor and Mapper this drawing, sketch, plat, or map is for informational purposes only and is not valid.

Prepared by:
Wayne Manning
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

Portion of 44-1S-30-1000-012-022
Crescent Lake Project

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT made this 7 day of March, 20 16, by and between Robert C. Yearty and Linda L. Yearty, husband and wife, whose mailing address is 5705 East Shore Drive, Pensacola, Florida 32505 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

(Wherever used, the terms "Grantor" and "Grantee" shall include the singular and plural, masculine and feminine, heirs, legal representatives, successors and assigns.)

WITNESSETH

WHEREAS Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 44, Township 1S, Range 30 West, Escambia County, Florida; and

WHEREAS, Grantor is the owner of the real property, over, across, and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of One Dollar ($1.00), the promises contained herein and other good and valuable consideration, Grantor does hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement and the right to excavate, construct and maintain the drainage easement.

See attached Exhibit A

GRANTOR also hereby grants, bargains, conveys, transfers, dedicates, and delivers to Grantee the right to clear, keep clear, and remove from the drainage easement, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon by Grantee. Notwithstanding the issuance of any permit to construct or erect any structure in the drainage easement, Grantor agrees not to build, construct or create or permit others to build, construct or create any building or other structure in the drainage easement that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon. Easily removable improvements, such as fences, may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified, and the Grantor agrees to execute corrective instruments as may be required by Grantee.

GRANTOR does hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances that would prohibit Grantee from using the easement for drainage, and Grantor hereby waives any right to compensation for Grantee's use of the drainage easement and an appraisal of the drainage easement unless otherwise provided for herein.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee forever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the date first above written.

SIGNED IN THE PRESENCE OF:

Witness _____
Print Name Bernie W Manning

Witness _____
Print Name Kara Johnson

GRANTORS:

By: _____
Robert C. Yearty

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7 day of March, 2016, by Robert C. Yearty. He (_) is personally known to me, or (✓) produced current Florida Drivers Licence as identification.

(Notary Seal) BERNIE W. MANNING Notary Public - State of Florida Commission #FF109897 My Commission Expires May 31, 2018

_____
Signature of Notary Public

Bernie W Manning
Printed Name of Notary Public

Witness _____
Print Name Bernie W Manning

Witness _____
Print Name Kara Johnson

By: _____
Linda L. Yearty

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7 day of March, 2016, by Linda L. Yearty. She (_) is personally known to me, or (✓) produced current Florida Drivers Licence as identification.

(Notary Seal) BERNIE W. MANNING Notary Public - State of Florida Commission #FF109897 My Commission Expires May 31, 2018

_____
Signature of Notary Public

Bernie W Manning
Printed Name of Notary Public

ACCEPTANCE

This Drainage Easement was accepted by Escambia County, Florida, on the _____ day of _____, 20___, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____, 20___,

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

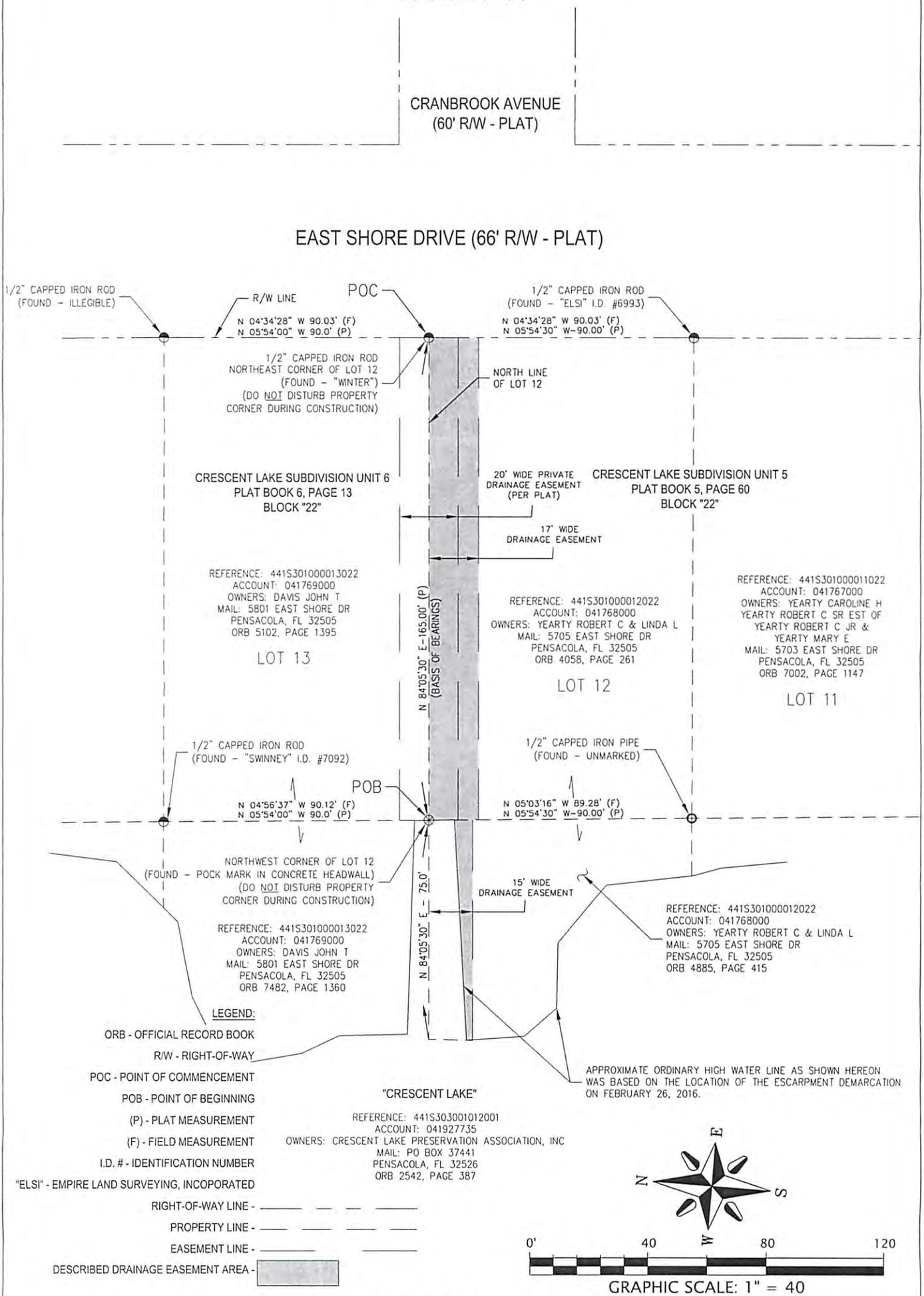
_____
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Court

_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date March 23, 2016

LEGAL DESCRIPTION AND SKETCH
EXHIBIT "A"



LEGAL DESCRIPTION AND SKETCH - THIS IS NOT A SURVEY

FOR ILLUSTRATIVE PURPOSES ONLY

Drawn By: MK	Project No.: 20160013	ENGINEERING DEPARTMENT
Survey Date: 02/26/2015	Drawing No. L-5015A	ESCAMBIA COUNTY, FLORIDA
Drawing Date: 03/03/2016	Field Book: 525 Page: 4	3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505
Section, Township, Range:	44, T-1-S, R-30-W	
Type of Survey: Sketch & Description	Sheet No. 1 of 2	
Revisions:	Date:	

Date: 03/03/16

Danny R. Swain, Professional Surveyor and Mapper No. 5942 State of Florida

I hereby certify that the description and sketch shown hereon was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051, and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

LEGAL DESCRIPTION AND SKETCH
EXHIBIT "A"

Legal Description
Drainage Easements
Prepared at the request of the Escambia County Engineering Department
February 22, 2016

A 17 foot non exclusive easement for drainage purposes over, under and across the following described property:

The North 17 feet of Lot 12, Block 22, Crescent Lake Subdivision, Unit Number 5, as recorded in Plat Book 5, Page 60, in the public records of Escambia County, Florida.

Said easement contains 0.06 acre, more or less.

Together with a 15 foot non exclusive easement for drainage purposes over, under and across a portion of land lying in Section 44, Township 1 South, Range 30 West, Tallahassee Meridian, located in Escambia County, State of Florida.

Said easement being a portion of a parcel of land described in O.R. Book 4885, Page 415, as recorded in the public records of Escambia County, Florida, and being 15 feet on the South side of the following described line:

Commence at the Northeast corner of Lot 12, Block 22, Crescent Lake Subdivision, Unit Number 5, as recorded in Plat Book 5, Page 60, in the public records of said Escambia County, Florida; thence S84°05'30"W along the North line of said Lot 12 (Basis of Bearings) for a distance of 165.0 feet to the Northwest corner of said Lot 12, and the Point of Beginning of the easement described hereon; thence S84°05'30"W on a prolongation of said North line a distance of 75.00 feet to the Point of Terminus of this description. The sidelines of said easement being extended or shortened to terminate on the property of the grantor.

Said easement contains 0.01 acre, more or less.

Certified to: Escambia County, Florida Board of County Commissioners; and Robert and Linda Yearty

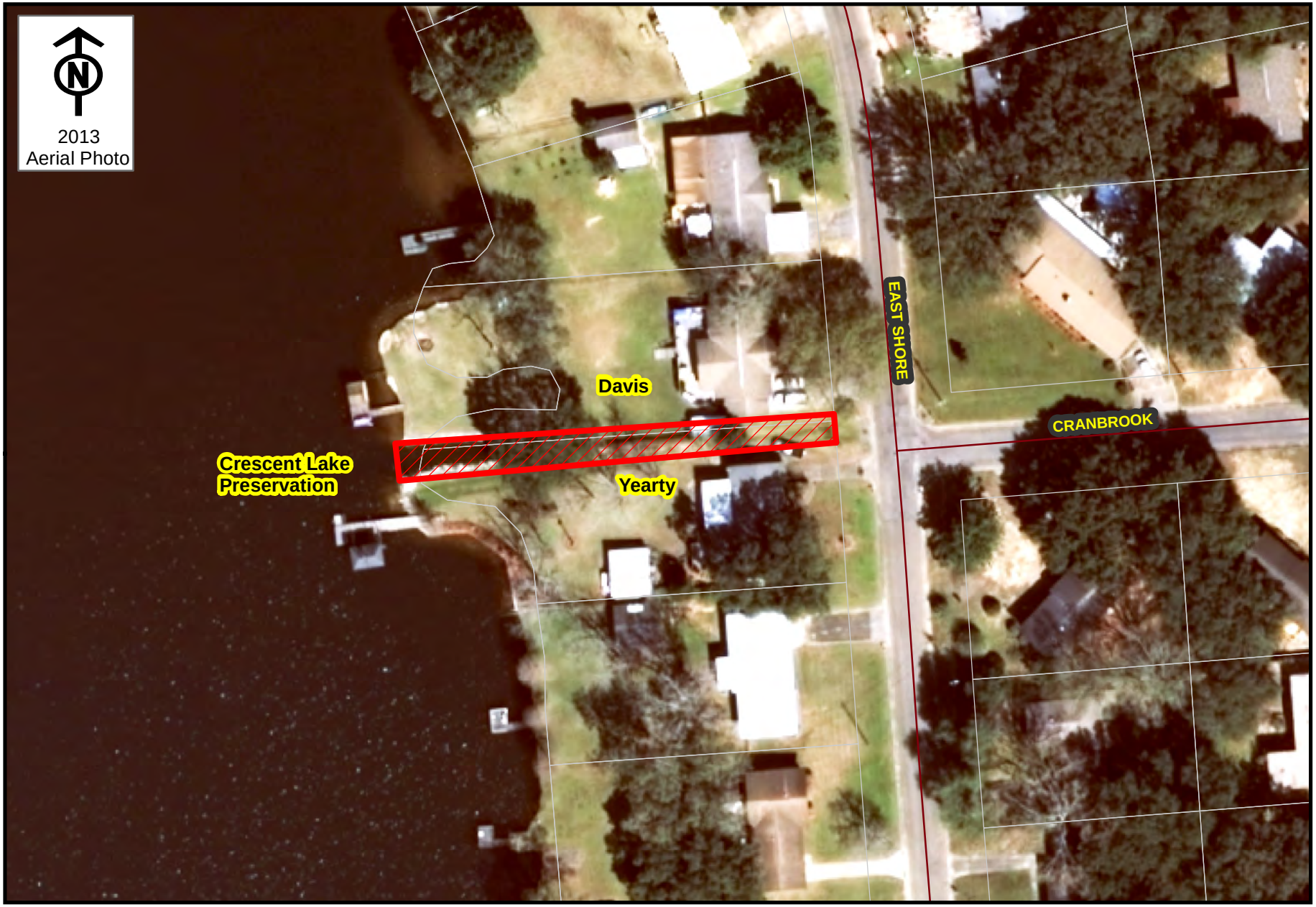
Surveyor's Notes:

1) Measurements were made in accordance with the United States Standard Foot.
2) Basis of Bearings Reference: North and the bearings shown hereon are based on the North line of the Crescent Lake Subdivision, Unit Number 5, as recorded in Plat Book 5 Page 60 in the public records of Escambia County, Florida as being N84°05'30"E (Plat).
3) The sketch shown hereon was prepared for description purposes only and is not intended to represent a field survey. An accurate field survey of the parcel(s) described hereon may result in variations in bearings and/or distances.
4) Danny R. Swain, Florida Professional Surveyor and Mapper did not perform a title search, nor has a title search been provided. Therefore, the sketch shown hereon is subject to any facts that may be disclosed by a full and accurate title search.
5) Lands shown hereon were not abstracted by Danny R. Swain, Florida Professional Surveyor and Mapper, and is subject to deeds of record, unrecorded deeds, easements, right-of-ways, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
6) Easements, other than those described hereon, are per the recorded plat, if any.
7) Plat and field measured directions and distances are the same unless otherwise noted.
8) This survey does not reflect, determine, or guarantee ownership.
9) Existing improvements not shown, if any.
10) No attempt was made to locate any underground foundations, septic/drain fields, underground utilities, or overhead utilities.
11) Additions or deletions to survey map(s) or report(s) by other than the signing party or parties is prohibited without written consent of the signing parties.
12) The survey sketch and description or copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.
13) The description and sketch are not full and complete without the other.
14) No other person(s) and/or entity(ies) other than those certified to above may use this sketch and description or copies thereof, for any reason whatsoever, without the prior written consent of the undersigned.
15) Documents used in the preparation of this sketch and description: The Plat of the Crescent Lake Subdivision, Unit Number 5, as recorded in Plat Book 5 Page 60 in the public records of Escambia County, Florida; and existing field monumentation.
16) Approximate ordinary high water line as shown hereon was based on the location of the escarpment demarcation on February 26, 2016.

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY
FOR ILLUSTRATIVE PURPOSES ONLY

Drawn By: MK	Project No.: 20160013	ENGINEERING DEPARTMENT ESCAMBIA COUNTY, FLORIDA 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505
Survey Date: 02/26/2015	Drawing No. L-5015A	
Drawing Date: 03/03/2016	Field Book: 425 Page: 4	
Section, Township, Range: 44, T-1-S, R-30-W		
Type of Survey: Sketch & Description	Sheet No. 2 of 2	
Revisions:	Date:	Unless accompanied by sheet one that bears the signature and original raised seal of a Florida licensed Surveyor and Mapper this drawing, sketch, plat, or map is for informational purposes only and is not valid.
.		

Crescent Lake Outfall Project



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

SSW 3/30/16 DISTRICT 1

Approximate location of all three easements

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10077 **County Administrator's Report** **12. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: Transportation Regional Incentive Program - US 29 Connector (Beulah Beltway) Project
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Transportation Regional Incentive Program Application for the US 29 Connector Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Transportation Regional Incentive Program (TRIP) Application for the US 29 (aka Beulah Beltway) Connector Project, from Nine Mile Road to North of Interstate 10:

A. Authorize staff to submit an Application for TRIP funds to the Florida Department of Transportation (FDOT) to request Grant funding for the US 29 (Beulah Beltway) Connector Project; and

B. Authorize the Chairman to sign the Application and any other documents related to the request for TRIP Funds, subject to Legal review and sign-off, without further action of the Board, if applicable.

[Funding: $700,000 is available in Fund 352, "LOST III," Account Code 210107, Object Code 56301 Project #08EN0021, “Beulah/Beltway,” Fiscal Year 2016/2017, to be used as a match for this Grant]

BACKGROUND:

TRIP was created to improve regionally significant transportation facilities in "regional transportation areas." State funds are available throughout Florida to provide incentives for local governments and the private sector to help pay for critically needed projects that benefit regional travel and commerce. FDOT will pay up to 50 percent of project costs for public transportation facility projects which are selected for funding. Projects must: "Serve national, statewide, or regional functions and function as part of an integrated regional transportation system."

As noted on the attached letter, TRIP funds have been allocated to FDOT District 3, which allows counties to request funding assistance. The Project Development &

Environmental Study (PD&E) for this project is currently underway, so this application is to receive funding for the design phase of the project.

In reviewing transportation planning concepts for Escambia County, analysis has indicated that the fundamental cost feasible approach to relieve congestion on many roadways is to apply a methodology of establishing corridors. Corridors can move high volumes of traffic, help reduce overall right-of-way purchasing costs, residential noise impacts, cut-through traffic, and roadway construction costs. This is feasible, because attention is focused on fewer and longer facilities that will redirect or attract traffic, which can bring relief to other stressed roadway facilities with little or no improvements.

The multiple regional benefits that the US 29 Connector Project will provide (congestion relief to surrounding facilities, safety improvements, reduction in vehicles miles traveled, economic development, etc.) makes this project a prime candidate for TRIP funds. The US 29 Connector Project is currently listed as the #10 FL-AL TPO Non-SIS Project Priority (#3 Project less the box funds), as well as the #2 FL-AL TPO SIS Project. The TRIP Application is attached herein.

BUDGETARY IMPACT:

Funding: $700,000 is available in Fund 352, "LOST III," Account Code 210107, Object Code 56301 Project #08EN0021 “Beulah/Beltway”, in FY 2016/2017 to be used as a match for this Grant.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and signed off on the application.

PERSONNEL:

No additional staff required.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

County staff will prepare the package and submit to FDOT, District 3, through approval of the Northwest Florida Regional Transportation Planning Organization (RTPO). Public Works Department will coordinate with the FDOT District 3, and RTPO planning committees.

County, FDOT, and West Florida Regional Planning Council staff will coordinate efforts.

Attachments

Announcement Letter

Map

Application

Florida Department of Transportation

RICK SCOTT
GOVERNOR

1074 Highway 90
Chipley, Florida 32428

JIM BOXOLD
SECRETARY

March 3, 2016

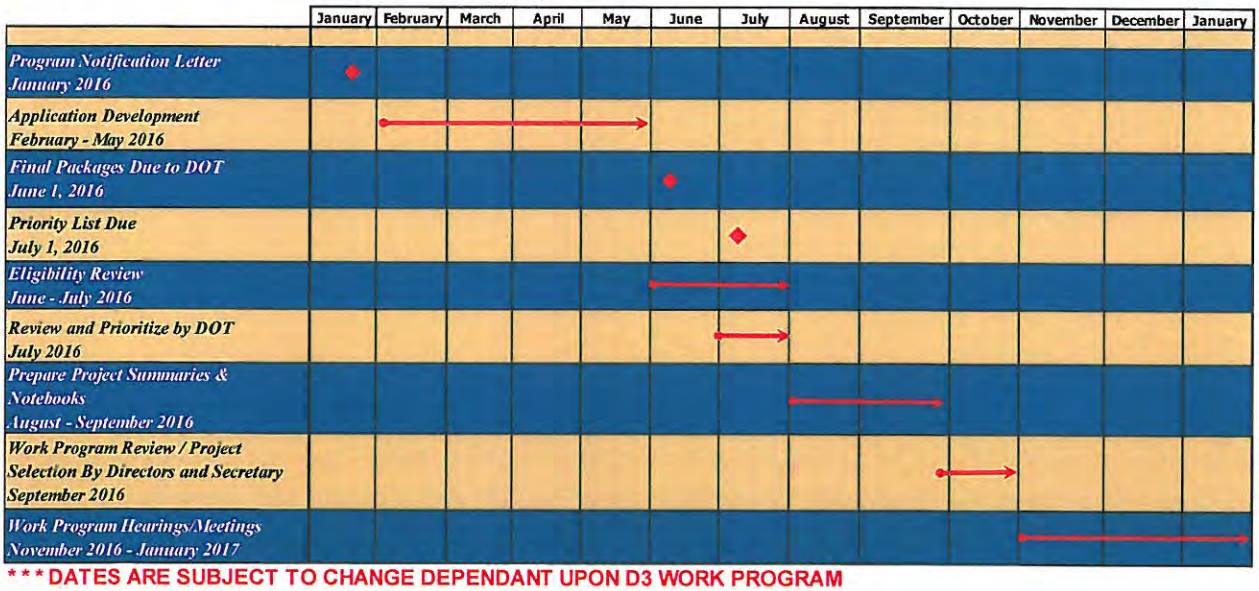
Re: Transportation Regional Incentive Program (TRIP) 2017

The Florida Department of Transportation (Department) is pleased to announce that we are again accepting project proposals for the Transportation Regional Incentive Program (TRIP). Since Fiscal Year (FY) 2006, the Department has been able to participate in funding projects totaling over $77 Million in FDOT allocations through TRIP. We anticipate receiving another group of outstanding projects targeted to improving congestion levels within the District Three roadway network. We are committed to assisting local agencies in the development and success of their projects.

The schedule below has been developed for the 2017 TRIP funding exercise. This should provide adequate time for project proposal development and submittal by applicants. As shown in the schedule, the final submittal date for TRIP packages is **June 1, 2016** and priority lists are due by **July 1, 2016.** We recommend that you prepare your project proposals as early as possible.

*****DRAFT*****

Transportation Regional Incentive Program
FY 2017 Development Schedule



*** DATES ARE SUBJECT TO CHANGE DEPENDANT UPON D3 WORK PROGRAM

As with this program in the past, all project proposals must be reviewed and prioritized by the appropriate Regional Transportation Area (RTA) before they can be considered by the Department. Before final submittal, your local agency must be a member of an RTA; have a map of the regional facilities network in place; have the proposed project on your regional facilities map; and have projects within the RTA prioritized. Currently, the following RTAs are in District Three:

Bay, Gulf, Holmes, Washington RTA
Capital Region Transportation Planning Agency
Chipola RTA
Franklin-Liberty RTA
Northwest Florida TPO
Northwest Florida Transportation Corridor Authority
Tri-County Airport Authority

Alicia Brininger in the District Planning Office will be coordinating this effort, and you are encouraged to contact her for guidance toll-free at 1-888-638-0250, extension 1550 or via email at alicia.brininger@dot.state.fl.us. An Interactive TRIP User Guide has been developed that both assists with the application process, as well as supplies the history and legislation of this program. This information is also available for download at www.nwflroads.com/GeneralResources.shtm.

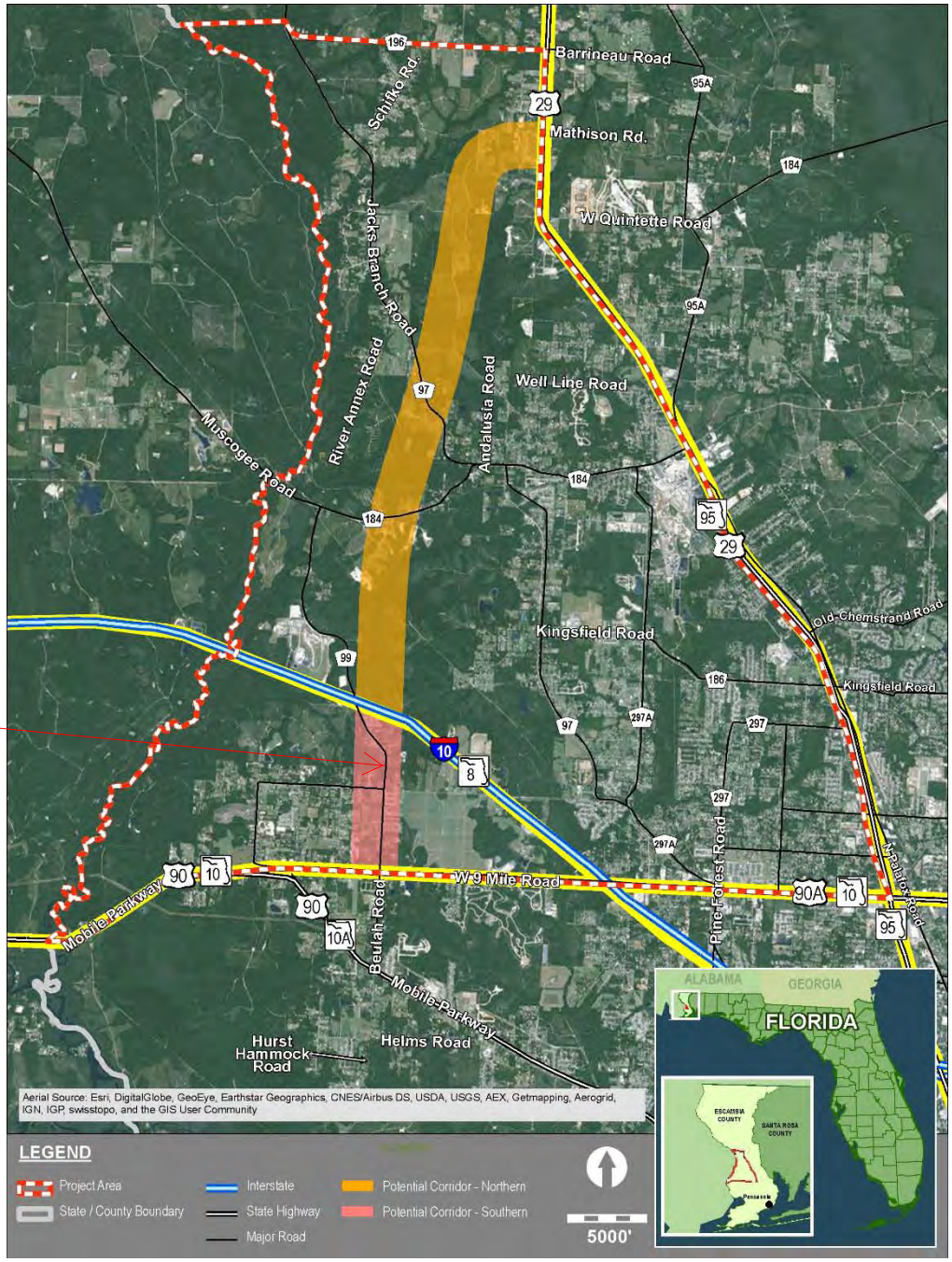
We look forward to receiving more outstanding project proposals and being able to partner with you to improve our transportation system in District Three.

Sincerely,

Tim Smith

Tim Smith, P.E.
Intermodal Systems Development Manager
District Three

2016 TRIP Segment

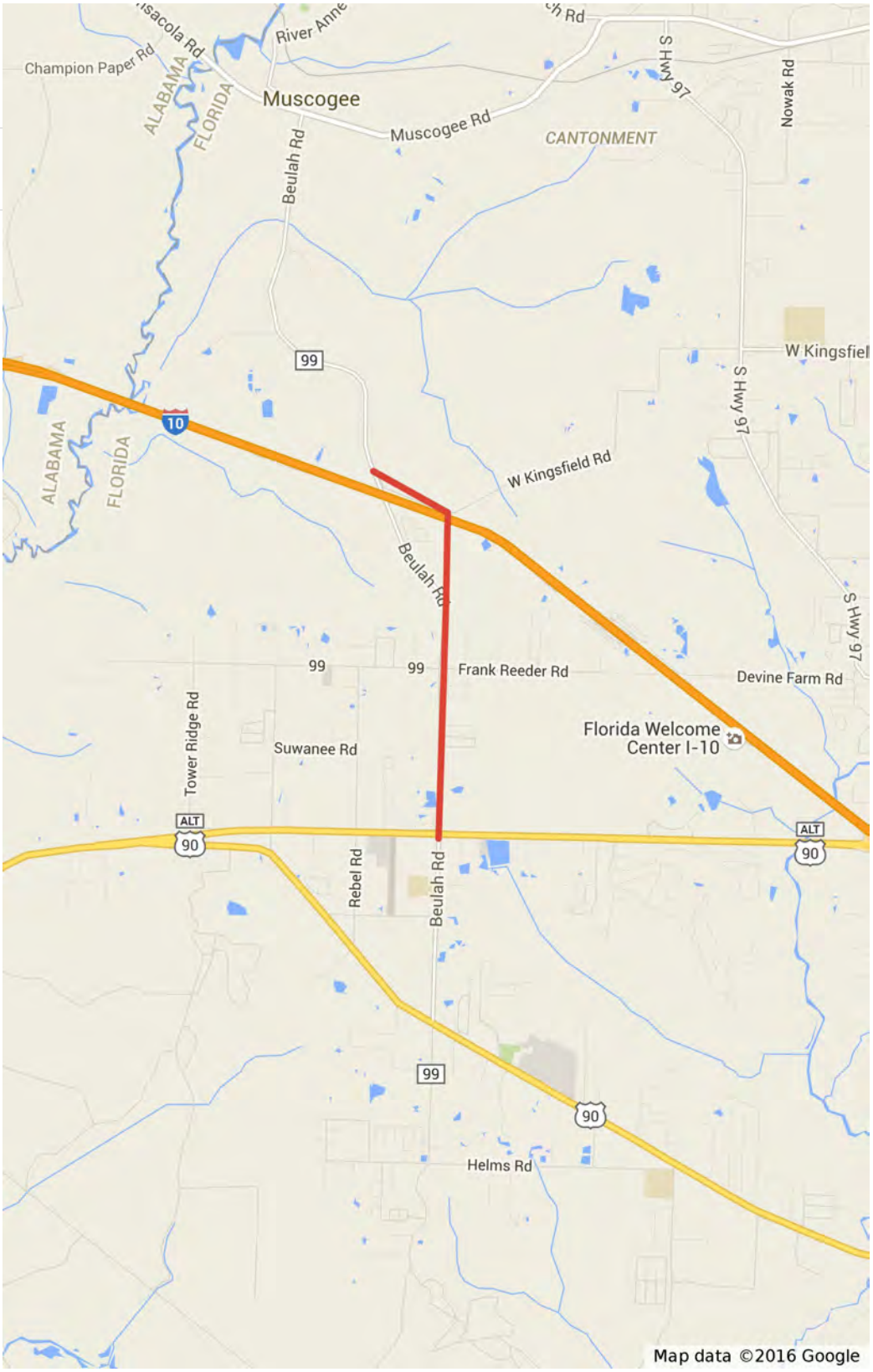


2016 TRIP Application

Project Limits

US 29 Connector

Untitled layer



Transportation Regional Incentive Program (TRIP)
Candidate Project Submittal Form

Application Fiscal Year 2017

TRIP was created to improve regionally significant transportation facilities in "regional transportation areas." State funds are available throughout Florida to provide incentives for local governments and the private sector to help pay for critically needed projects that benefit regional travel and commerce.

If selected for funding, the Florida Department of Transportation (FDOT) will pay up to 50 percent of project costs for public transportation facility projects. Projects must: "Serve national, statewide, or regional functions and function as part of an integrated regional transportation system".

While there is no rigid application procedure, the District has created this form for Implementing Agencies and Regional Transportation Areas to facilitate the assembly of pertinent project information related to candidate TRIP projects. The goal of this document is to provide a framework to project sponsors.

Origin of Request: (Applying Agency) Date: April 4, 2016

Organization: Escambia Count Board of County Commissioners

Contact Person: David Forte

Address: 3363 West Park PL

Phone: 850-595-3404 Fax: 850-595-3405 E-mail: dvforte@myescambia.cm

Implementation Agency[1]:

Organization: Escambia County

Address: 3363 West Park PL

Planning Contact: David Forte

Phone: 850-595-3404 Fax: 850-595-3405 E-mail: dvforte@myescmbia.com

Engineering Contact: Joy Jones, P.E.

Phone: 850-595-3440 Fax: 850-595-3444 E-mail: joy_jones@myescambia.com

Finance Contact: Robin Lambert

Phone: 850-595-3440 Fax: 850-595-3444 E-mail: robin_lambert@myescambia.com

Project Improvement Information:

Facility: CR 99 Beulah Rd

Project Limits: From SR 10 / US 90A Nine Mile Rd to North of Interstate 10

Work to be performed: Design for future capacity

Escambia County is currently funding a PD&E study for this segment. We anticipate entering into design phase immediatley upon completion of the PD&E.

Describe the project and what it will accomplish:

Based on the recently approved construction on Nine Mile Rd, this segment will provide a connection from the north in anticipation of a new interchange on I-10. Adding the additional capacity to this segment will give traffic alternate routes to the Navy Federal Credit Union headquarters. The existing 2-lane road will be designed to the latest standards which will lead to improved safety and LOS, provide better mobility, and encourage economic development within the area. (See Attached Map)

Describe how the project will improve regional mobility within the Regional Transportation Area:

This segment is on portion of the proposed beltway connecting Escambia County and Santa Rosa County. This in conjunction with the segment of CR-99 currently in PD&E north of I-10 and the planned improvement to Muscogee Rd, CR-184 (a freight corridor) will give mobility choices to passenger and freight vehicles.

Attachment A: *Project location map and support data for regional mobility, as appropriate.*

Describe how the project reflects the statutory guidelines under which the District will prioritize and select candidate projects for funding [2]:

- [x] *Provide connectivity to the SIS,*
- [x] *Support economic development and goods movement in rural areas of critical economic concern,*
- [x] *Are subject to local ordinances that establish corridor management techniques,*
- [ ] *Improve connectivity between military installations and the Strategic Highway Network (STRAHNET) or the Strategic Rail Corridor Network (STRACNET)*

Florida Statute 163.3177, Escambia County Comprehensive Plan (Transportation, Chapter 8), Policy 8.A.1.3, LOS Standards: LOS is "D", Proposed Improvements (4-Lane) and Population (Growth Rate 1%) indicate no deficient LOS within the 2030 time frame. Policy 8.A.1.15, Access Management: Escambia County in 2007 has presented new Access Management requirements within the LDC, plus we will continue to coordinate with FDOT on all Developments prior to approval. Also, Escambia County has approved for transmittal to DCA the first "Cooridor Preservation Ordinance". Policy 8.A.3.2: Five Year Transportation Plan and Capital Improvement Plan: Nine Mile Road (US 90 Alt) project has been idnetified in the annual report update to the Transportation Plan, as a deficient segment with less than 10% capacity remaining. Coastal Management and Conservation: (Chapter 11), Project Intent: The intent is not direct population to a coastal area, only to support the existing demand based on private land, economic demand (tourism), mobility, interconnectivity and evacuation between other local areas, counties and states. Other Chapters reviewed for Compliance: Future Land Use (Chapter 7); Capital Improvement Element (Chapter 14); Concurrency Management (Chapter 6); Adopted Prop. Fair Share Policy

Detail expected future funding requirements for the following phases of this project, if applicable:

PDE: | *R/W:* | *Design:* $2,500,000.00 | *Construction:* $15,000,000.00

Detail requested funding, including the source and type of asset(s) available as a match:

Amount(s) Requested	Total Project Cost (for activities in question)	Local Commitment(s) ("match")	Source(s) of Match	Type of Match (cash, in-kind)
$700,000.00	$1,900,000.00	$700,000.00	Local Option SalesTax	Cash

Is the Implementing Agency eligible for a reduction or waiver of the 50% financial match requirement?[3] Yes/No NO

What is the percent of match requirement to be waived (note:100% equals 50% of Total Project Costs)? 0%

Does this project include an Environmental Study? Yes/No Yes

If Federal funding is to be requested for any phase of this project, an Environmental Study must be completed according to the FDOT PD&E Manual

Attachment B: *Environmental Study, if applicable*

How will TRIP funding accelerate this project's implementation?

This funding would allow the design phase to begin immediately upon completion of the PD&E. Escambia County is currently funded $2,699,611 to complete the PD&E for CR-99 from Nine Mile Rd to SR-95.

Attachment C: *The planned project construction schedule.*

Regional Transportation Area[4]:

Describe the regional coordinating entity responsible for the prioritization of the candidate project and how the entity qualifies for TRIP funding as a Regional Transportation Area:

The Northwest Florida Regional Transportation Planning Organization includes members appointed by the Florida-Alabama TPO and the Okaloosa-Walton TPO, as stated in the Interlocal Agreement.

Is there an interlocal agreement that addresses the following requirements[5]? Yes/No Yes

- ☑ *Identifies the entity that will coordinate the development of the regional transportation plan;*
- ☑ *Delineates the boundaries of the regional transportation area;*
- ☑ *Provides the duration of the agreement and specifies how the agreement may be terminated, modified, or rescinded;*
- ☑ *Describes the process by which the regional transportation plan will be developed;*
- ☑ *Provides how members of the entity will resolve disagreements regarding interpretation of the interlocal agreement or disputes relating to the development or content of the regional transportation plan.*

If no, please explain:

Attachment D: *The authorizing interlocal agreement and any supporting documentation as appropriate*

Is there a Regional Transportation Plan that demonstrates the completion of the following? Yes/No Yes

- ☑ *Adopted system map or listing of facilities, showing that the facility to be improved has been identified by the Regional Transportation Area as part of an integrated regionally significant transportation system.*
- ☑ *The prioritized list of regionally significant projects developed by the Regional Transportation Area*

If no, please explain:

Attachment E: *Documentation demonstrating successful completion of a qualified Regional Transportation Plan*

Project Qualification Information:

Does the candidate improvement appear in the capital improvement schedule of the local Comprehensive Plan? Yes/No Yes

If no, explain:

Attachment F: *If available, add documentation that the candidate improvement appears in the capital improvement schedule of the local comprehensive plan.*[6]

Attachment G: *Document that level-of-service standards for the facility to be improved have been adopted by the local government with jurisdiction and are consistent with the level-of-service standards adopted by FDOT.*[7]

Attachment H: *Document that the candidate project meets the following TRIP statutory eligibility requirements.*[8]

- ☑ Support facilities that serve national, statewide or regional functions and function as an integrated transportation system,
- ☑ Be identified in appropriate local government capital improvements program(s) or long term concurrency management system(s) that are in compliance with state comprehensive plan requirements,
- ☑ Be consistent with the Strategic Intermodal System (SIS),
- ☑ Be in compliance with local corridor management policies, and
- ☑ Have commitment of local, regional or private matching funds.

This application is a good faith commitment from the applicant that matching funds will be available. As such, the Department requires that the Chairman of the Governing Board of the Municipality/Authority review and sign this application (electronic signature accepted):

Supporting Narrative: Signature:

Board of County Commissioners
Escambia County, FL

Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: _____

Date: 4/6/16

Please transmit three (3) copies of this package, supporting information and documentation, with the following Attachments A-H, both in paper form and on disc to:
District Three Secretary
Florida Department of Transportation, District Three
Attention: TRIP Coordinator
1074 Highway 90
PO Box 607
Chipley, FL 32428

Attachment A: *Project location map and support data, as appropriate.*
Attachment B: *Environmental Analysis, if applicable*
Attachment C: *The planned project construction schedule.*
Attachment D: *The authorizing interlocal agreement and any supporting documentation as appropriate.*
Attachment E: *Documentation demonstrating successful completion of a qualified Regional Transportation Plan.*
Attachment F: *Document that the candidate improvement appears in the capital improvement schedule of the local comprehensive plan.*[5]
Attachment G: *Document that level-of-service standards for the facility to be improved have been adopted by the local government with jurisdiction or are planned to be adopted during the next Comprehensive Plan Amendment cycle and are consistent with the level-of-service standards adopted by FDOT.*[7]
Attachment H: *Document that the candidate project meets the TRIP statutory eligibility requirements.*[8]

[1] *If a project is on the Strategic Intermodal System or Florida Intrastate Highway System and the Department of Transportation will be performing the work, please identify the agency responsible for meeting the financial requirements of the TRIP program.*

[2] *Section 339.2819(4)(b), F.S.*

[3] *A reduction or waiver of match requirements will not increase the amount of funding provided under the TRIP beyond 50% of the total project costs.*

[4] *Section 339.155(5)(c), (d), and (e) and Section 163.01, F.S.*

[5] *Section 339.155(5)(d), F.S.*

[6] *Section 163.3177(3), F.S.*

[7] *Though concurrency requirements were repealed, FDOT consultation is still required with regards to Level of Service Standards if the proposed project impacts the Strategic Intermodal System.*

[8] *Section 339.2819(4)(a), F.S.*

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10069 **County Administrator's Report** **12. 15.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: PD15-16.023 Purchase of Fire/Water Rescue Vessel
From: Claudia Simmons, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of a Fire/Water Rescue Vessel - Claudia Simmons, Purchasing Manager, Office of Purchasing

That the Board approve the purchase and authorize the County Administrator to sign the Purchase Order to Brown Helicopter, Inc., in the amount of $144,636.50, for the purchase of one 2006 26-foot SeaArk Center Console Hull #SAMA1735A606, equipped with electronics and specified firefighting equipment, two 2006 225 HP Suzuki four stroke outboard motors, and one 2016 triple axle aluminum trailer, to be used by the Public Safety Department's Fire Rescue and Emergency Management Services Divisions as a rescue vessel.

The invitation to bid PD 15-16.023, for the purchase of one new or used Fire/Rescue Vessel, was advertised in the Pensacola News Journal on January 25, 2016, and posted on the Escambia County Website under current solicitations from January 25, 2016, through February 24, 2016. Two bids were received on February 24, 2016. The bid submitted by Brown Helicopter, Inc., the low bidder, met the specifications and was approved by the Public Safety Department for the award.

[Funding: Fund 352 ,LOST III, Cost Center 330228, Object code 56401, Project code 08FS0018]

BACKGROUND:

The invitation to bid PD15-16.023 for the purchase of one (1) new or used Fire/Rescue Vessel was advertised in the Pensacola News Journal on January 25, 2016 and posted on the Escambia County Website under current solicitations from January 25, 2016 until February 24, 2016. Two bids were received on February 24, 2016. Brown Helicopter Inc., the low bidder, met the specifications and was approved by the Public Safety Department for the award.

BUDGETARY IMPACT:

Funding: Fund 352,LOST III, Cost Center 330228, Object code 56401, Project code 08FS0018

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Escambia County Code of Ordinances, Chapter 46, Article II, Purchases and Contracts. The invitation to bid PD15-16.023 for the purchase of one (1) new or used Fire/Rescue Vessel was advertised in the Pensacola News Journal on January 25, 2016 and posted on the Escambia County Website under current solicitations from January 25, 2016 until February 24, 2016. Two bids were received on February 24, 2016. The bid submitted by Brown Helicopter Inc., the low bidder, met the specifications and was approved by the Public Safety Department for the award.

IMPLEMENTATION/COORDINATION:

This recommendation is in compliance with Escambia County Code of Ordinances Chapter 46, Article II, Purchases and Contracts.

Attachments

Bid Tab

Brown Helicopter Bid

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: Fire/Water Rescue Boat BID # PD 15-16.023								
Bid Opening Time: 2:00 pm CST Bid Opening Date: 2/24/2016 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	Cover Sheet/ Acknowl.	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Bid Total
Brown Helicopter, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	144,636.50
MB Barge Co., Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	397,589.00
BIDS OPENED BY:	Claudia Simmons, Purchasing Manager DATE: 02/24/2016								
BIDS TABULATED BY:	Eddie H. Wehmeier DATE: 02/24/2016								
BIDS WITNESSED BY:	DATE: 02/24/2016								

RECOMMENDED TO AWARD

CAR **BOCC**
DATE 3/07/16 **DATE 3/17/16**

The Purchasing Manager/Designee recommends to the BCC: To award contract to Brown Helicopter, Inc for purchase of (1) Fire/Water Rescue Boat meeting the exact specifications stated within the solicitation (PD 15-16.023) for $ 144,636.50.

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.

Notes: _____

Posted @ 10:00 a.m. CST on 02-29-2016

CS/ew

Brown Helicopter, Inc.
10100 Aileron Ave.
Pensacola, FL. 32506
850-221-5138
Vendor Number 421717

Claudia Simmons
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL. 32502

Fire/Water Rescue Boat

Solicitation Number PD15-16.023

Fire/Water Rescue Boat

BID

Specification Number PD15-16.023

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

Grover Robinson IV, Chairman
Wilson B. Robertson, Vice Chairman
Douglas Underhill
Lumon J. May
Steven Barry

Escambia County Florida

Bid Invitation
Fire/Water Rescue Boat
Specification PD 15-16.023

From

Brown Helicopter, Inc.
10100 Aileron Ave.
Pensacola, FL. 32506
Vendor 421717

February 10, 2016

BID FORM

Specification Number PD 15-16.023

Fire/Water Rescue Boat

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: 2-9-2019

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **Purchase of (1) one Fire/Rescue Boat/Motor and Trailer** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following TOTAL price:

QUANTITY OF (1) ONE FIRE/RESCUE BOAT/MOTOR/TRAILER $ TOTAL 144,636.50

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
Document Number H32301

Occupational License No. 17-BID-2974822

Florida DBPR Contractor's License, Certification and/or Registration No. _____

Type of Contractor's License, Certification and/or Registration N/A

Expiration Date: N/A

Terms of Payment
Net 30 Days ___

Bidder: BROWN HELICOPTER INC.
By: MICHAEL MAJEWSKI
Signature: [signature]
Title: AGENT
Address: 10100 AILERON AVE
PENSACOLA FL 32506

Person to contact concerning this bid:
MICHAEL MAJEWSKI
Phone/Toll Free/Fax #
850-221-5138
E-Mail Address: MAJEWSKI4@BELLSOUTH.NET
Home Page Address: WWW.kclmsales.com

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:
CLAUDIA SIMMONS
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850) 595-4980 Fax No: (850) 595-4805

Invitation to Bid

Fire/Water Rescue Boat

SOLICITATION NUMBER: PD 15-16.023

SOLICITATION

MAILING DATE: Monday, January 25, 2016
PRE-BID CONFERENCE: N/A
OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m. CST, Wednesday, February 24, 2016 and may not be withdrawn within 90 days after such date and time

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: 59-2560881

TERMS OF PAYMENT: NET 30

DELIVERY DATE WILL BE TBD **DAYS AFTER RECIEPT OF PURCHASE ORDER**

VENDOR NAME: BROWN HELICOPTER
ADDRESS: 10100 AILERON AVE
CITY, ST. & ZIP: PENSACOLA FL 32506
PHONE NO.: (850) 455-0971
TOLL FREE NO.: (____)
FAX NO.: (850) 456-8231

REASON FOR NO OFFER

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

MICHAEL L MASCIOSKI AGENT
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

** _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

Name and Title of Signer (Type or Print)

Name of Contractor

By _____ Date
Signature of Person Authorized to Sign

ATTEST _____ Date
Corporate Secretary

[CORPORATE SEAL]

ATTEST _____ Date
Witness

ATTEST _____ Date
Witness

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By _____ Date
County Administrator

WITNESS _____ Date

WITNESS _____ Date

Awarded Date _____

Effective Date _____

This is a bid offer to Escambia County Florida from Brown Helicopter Inc. 10100 Aileron Ave. Pensacola, Fl. 32506, vendor number 421717. Brown Helicopter, Inc. is offering for consideration of purchase one each 2006 26 ft SeaArk Center Console Fire/Rescue Vessel. Hull Id Number SAMA1735A606.

Condition of Vessel: USED in excellent condition.

Price: $144,636.50 USD

Specification:

MFG: SeaArk Marine
404 N. Gabbert St.
Monticello, AR. 71655

Year Built: 2006
Model: 26 RAM Center Console
Hull I.D. **SAMA1735A606**

Construction: Very Heavily Built All Aluminum Construction

Length Overall 26'11"
Beam Overall* 8'6"
Hull Draft 1'6"
Weight 6700 lbs.
Fuel Capacity 100 U.S. Gallons
Max O/B H.P. 450
*RAMS w/foam collars add 12" to LOAs and 24" to beam width.
*RAMS w/air collars may be deflated for legal trailer width of 8'6".
Draft is for hull with engine(s) tilted clear of water.

Power
Twin 2006 Suzuki 225hp Four Stroke Outboards
Hours on Motors Port 220hr Starboard 223hr.
Both Motors are fully serviced by a Local Suzuki Dealer. Records of service and engine diagnostics will be provided with boat upon purchase.

Trailer:
2016 Triple Axle Aluminum Salt Water Series Trailer with four step bow entry aluminum ladder
11,400lb Capacity Commercial Duty design
Stainless Steel Hardware
Dual Kodiak Disc brakes
LED Lighting

Hull Build Specification

All Aluminum Design Heavy Construction

1. Bottom Plating 3/16"
2. Bulkhead Plating 3/16"
3. Side Plating 3/16"
4. Transom Plating 3/4"
5. Chine Plating 3/16"
6. Deep Web Longitudinals 3/16"
7. Bullnose Plating 3/16"
8. Deep Web Frames 3/16"
9. Cockpit/Deck Plating 3/16"
10. Bulb-T Stringers 2" x 1"
11. Cabin/Console Plating 3/16"
12. Keel Bar 4" x 3/8"

1. Wide 6" chines provide extra lift, deflect spray outboard, and improve stability at rest.
2. Full-length deep longitudinals provide tremendous hull stiffness, while forming multiple watertight compartments.
3. Independent, baffled fuel tank holds 100-250 gallons, depending on model and configuration.
4. Cockpit floors are up to 11" above the L.W.L. making them self-bailing, even when boat is fully loaded.
5. Basic foam flotation provides added safety while also quieting the ride. Standard on all models (level floatation optional).
6. Deep-V hulls have an approximate 20° transom deadrise twisting to 45° at the bow, resulting in a soft ride and excellent sea characteristics.

26' RAM CENTER CONSOLE W/ INTEGRATED TRANSOM BRACKET

Engine bracket on the 26 is ideal for re-boarding swimmers or adding to working cockpit lengths. This center console is equipped with a heavy duty aluminum hard top, Solid Glass front windshield, with a single dual speed windshield wiper and heavy duty folding mast. The center console allows for 360° gunwale access. Fuel capacities of up to 105 gallons gives this vessel extend mission range.
Full Canvas enclosure for crew protection is also provided

DAMAGE CONTROL:

Watertight Bulkheads (3)
Self-Bailing Cockpits
Watertight Compartments up to floor level
Oversized Cockpit Scuppers

Watertight Cabin and Cockpit Floors
Bulkhead Drainage Valve(s)
Watertight Anchor Locker Hatch
High Capacity 3700 GPH Bilge Pump
Foam Flotation
Full Length SCANTLINGS:

Electronics

Furuno Chartplotter/WAAS GPS/Depth recorder model: 1850WF
Furuno Radar model: 1715 Stand alone Radar
VHF Radio model Icom IC-M506 with 8' collapsible whip antenna
3"Ritchie Compass Lighted
Motorola XTS 2500 Radio (Radio provided by EFD)
Dual Bank battery Charger with 30 Amp shore power cord.
2 ea. 12v Marine 750CCA Batteries
Federal Signal Corp. Hailer/siren/horn Model PA300

Lighting

Navigational Vessel Lighting: High Visibility LED
Anchor Light: High Visibility LED
Independently controlled interior/exterior dimmable white LED under gunwale and walkway lights
Whelen MINI-FREEDOM IV 22" Light bar with 360 degree visibility. (Mounted on T-top arch for max visibility.
2 ea. Whelen M4#R/W split color LED with Black Flange mounted to front of center console
2 ea. Whelen M7#R/A Split color LED with black flange mounted Port and Starboard of transom
LED red/white split dome light mounted under center console T-Top
5 ea. Roof Mounted LED Flood lights. Mounted one port side, one starboard side, one fore deck, two facing the aft deck.
Two Million Candle power remote operated search spot light.

Fire Fighting

Pre-piped 4" inlet induction pipe adjacent to transom port side.
Pre-piped 2" Outflow pipe incorporated to into gunwales and running from the stern of the vessel to bow. A custom flange will be provided for quick disconnect mount of fire monitor.
Fire hose and nozzle cabinet located aft of the bow on portside
Fire extinguisher and dry chemical locker located aft of bow on starboard side. Cabinet capable of handling a 20lb dry chemical and 20lb CO2.

Darley HE64RP Hercules portable fire pump

Marinized engine, jet coated exhaust and hard anodized pump with 316 stainless shaft for saltwater pumping.
AF00403 base with detachable wheels
AM00005 telescoping light
Pump will be plumbed to vessel and ready for service.
4-1/2" NH Male x4" NH Female Adapter

5" NH male x4" NH Female Adapter
2-1/2"NH Chrome Plated cover cap
4" NH Chrome Cover caps with short handles for portable pump
4 ½" NH Chrome Plated cap
5" NH Chrome Plated cover cap
Battery for starting fire Pump
Mounting base with detachable wheels for loading and unloading pump form boat
Telescoping general work light

Towing

Engine line guard around outboard motors
Tow spool capable of 300' of ¾" tow line.
Heavy duty cleats
Tow post fore and aft
Bow Push Knees

Recovery

Water access port side via removable three step ladder (Fold and stow)
Removable handrails on bow
350lb Removable stern davit

Services

Communicate with representatives from Fire Rescue on the progression of work and expectations of the modifications of the vessel.
Conduct an orientation for ECFR personnel at an agreeable time and location in Escambia County upon delivery of vessel.
Color scheme of vessel will be according to Fire Dept. Specifications at time of build
Installation of 8" "Escambia County Fire Rescue" reflective lettering included and placed on both port and starboard side of center console.
Unlimited access to our facility for progress reports and design input. ECFR will provide necessary support and product information for build specification requirements.

Manuals

Operation, parts, and basic repair manuals if applicable will be provided with vessel.

Delivery of Vessel

Delivery of the vessel is 6 to 8 weeks from purchase notification with a target date no later than June1, 2016.
Vessel delivery will be to ECFR destination of choice located within Escambia County Pensacola, Fl.

Warranty

Vessel is being sold AS-IS with no warranties applied by vendor to hull or used equipment. All new equipment shall have standard manufactures warranties for workmanship for a period specified by each individual manufacture. All newly painted surfaces will have a six month warranty on finish.
Motors will have a thirty day limited warranty from date of purchase on parts and labor.

Payment

Payment of 100% of the contract price of the vessel is due upon delivery and acceptance of vessel.

END

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10149 **County Administrator's Report** **12. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: Supplemental Budget Amendment #144 - 2016 SHIP Grant Funds for Tornado Assistance
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #144 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #144, State Housing Initiatives Partnership Program (SHIP) Fund (120) and the General Fund (001), in the amount of $2,083,028, to recognize the 2016 SHIP Program disaster allocation provided by the Florida Housing Finance Corporation (FHFC), and to appropriate these funds for tornado assistance that supports affordable housing activities in Escambia County and the City of Pensacola.

BACKGROUND:

On March 11, 2016, Florida Housing Finance Corporation (FHRC) Program approved additional State Housing Initiatives Partnership (SHIP) funding to assist with the February tornado events as declared by State Executive Order. This disaster funding is to be incorporated into the 2016 SHIP allocation. Such funds must be budgeted and expended for SHIP eligible affordable housing activities within limitations stipulated by the Legislature and FHFC for the disaster funds. The $2,058,028 will be budgeted and expended in conjunction with the 2016 SHIP Program funds. This supplemental also includes the transfer of indirect cost to the General Fund in the amount of $25,000. SHIP is managed and implemented by the Neighborhood Enterprise Division of the Neighborhood & Human Services Department in cooperation with the City of Pensacola and other involved agencies.

BUDGETARY IMPACT:

This amendment will increase Fund 120 by $2,058,028 and Fund 001 by $25,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#144

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number R2016-

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

WHEREAS, Escambia County has been awarded an allocation via Florida Housing Finance Corporation (FHFC) for the 2016 State Housing Initiatives Partnership Program (SHIP) for tornado assistance, and this funding must now be recognized and appropriated.

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

State Housing Initiatives Partnership Program (SHIP) 2016	120
General Fund	001
Fund Name	**Fund Number**

Revenue Title	Fund Number	Account Code	Amount
SHIP - 2016	120	335708	2,058,028
Indirect Cost - Other (SHIP)	001	369936	25,000
Total			**$2,083,028**

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Professional Services	120 / 370202	53101	50,000
Other Contractual Services	120 / 370202	53401	60,000
Promotional Activities	120 / 370202	54801	1,000
Other Current Charges and Obligations	120 / 370202	54901	29,000
Other Grants & Aids	120 / 370202	58301	1,852,225
Reserves	120 / 370202	59801	65,803
Reserves for Operating	001/110201	59805	25,000
Total			**$2,083,028**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Grover C. Robinson, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o, ou, email=stephan_hall@co.escambia.fl.us, c=US
Date: 2016.04.14 16:02:11 -05'00'

OMB Approved

Supplemental Budget Amendment
144

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10175 **County Administrator's Report** **12. 17.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: Budget Amendment #149 - Personnel funds for the Law Library
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Budget Amendment #149 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board approve Budget Amendment #149, Court Administration, Article V Fund (115), in the amount of $26,218 reallocating funds into personnel and operating within the existing Cost Center and budget to cover the cost of one full and one part-time employee of the Law Library. The Board at the 4/7/2016 meeting approved the transition of the Law Library operation over to a division of Court Administration moving forward.

BACKGROUND:

Court Administration requested to the BCC the transition of the Law Library under their operation and supervision moving forward. The Board approved the transition at the 4-7-2016 meeting. This BA reallocates existing budgeted funds from other accounts into the personnel and operating accounts to cover the salaries associated with one full and one part-time Librarian.

BUDGETARY IMPACT:

This amendment will increase personnel funds in Fund 115 by $25,041 and operating by $1,177.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

This will increase personnel counts by one full and one part-time employee.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in personnel funds to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

BA#149

Board of County Commissioners
Escambia County
Budget Amendment Request

Request Number
 # 149

Approval Authorities	**Date Rec.**	**Date Forward**	**Approved**	**Disapproved**
Department Director				
Assistant County Administrator				
County Administrator				
Action by the Board				

Transfer From: 115/Court Administration/Law Library
Fund/Department

Account Title	**Project Number**	**Cost Center**	**Account Code**	**Amount**
Aids to Governmental Agencies		410701	58201	26,218
Total				**$26,218**

Transfer To: 115/Court Administration/Law Library
Fund/Department

Account Title	**Project Number**	**Cost Center**	**Account Code**	**Amount**
Salaries		410701	51201	18,184
FICA		410701	52101	1,391
Retirement		410701	52201	1,320
Life & Health		410701	52301	3,600
WC		410701	52401	46
Other Salaries		410701	51301	500
Operating Supplies		410701	55201	1,177
Total				**$26,218**

Detailed Justification:
The Board at the 4-7-16 BCC Meeting approved the transition of the Law Library operation over to a division of Court Administration. This action authorized the creation of one Full and one Part-time employee to be added under Court Administration.

No additional funds are associated with this budget amendment, funds are being reallocated from Aids to Gov Agencies into the personnel accounts to cover the salaries for these two employees for the remainder of FY15/16 in the Law Library Budget.

Stephan Hall
Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o, ou, email=stephan_hall@co.escambia.fl.us, c=US
Date: 2016.04.19 12:08:32 -05'00'

Budget Analyst **Budget Manager**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10177 **County Administrator's Report** **12. 18.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: Supplemental Budget Amendment #150 - FY2015 State Homeland Security Grant
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #150 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #150, Other Grants and Projects Fund (110), in the amount of $74,222, to recognize Grant funds from the Florida Division of Emergency Management (FDEM), and to appropriate these funds to be used for the purchase of safety hazard equipment and associated training for the Fire Division of Public Safety.

BACKGROUND:

Escambia County was awarded the 2015 State Homeland Security Grant by the FDEM, funds will be used to purchase various hazard safety equipment and associated training for the Fire Divison of Public Safety.

BUDGETARY IMPACT:

This amendment will increase Fund 110 in the amount of $74,222.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenue to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#150
Budget Detail

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2016-

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, Escambia County was awarded funds by the Florida Department of Emergency Management to be used for the purchase of hazard safety equipment and training, and these revenues must be recognized and appropriated.

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

Other Grants & Projects	110		
Fund Name	**Fund Number**		
Revenue Title	**Fund Number**	**Account Code**	**Amount**
FY2015 State Homeland Security Grant	110	334276 (new)	74,222
Total			**74,222**

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Operating Supplies	110/330237 (new)	55201	1,340
Machinery & Equipment	110/330237 (new)	56401	71,282
Training	110/330237 (new)	55501	1,600
Total			**74,222**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Grover C. Robinson, IV, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o, ou, email=stephan_hall@co.escambia.fl.us, c=US
Date: 2016.04.19 14:46:59 -05'00'

OMB Approved

Supplemental Budget Amendment # 150

BUDGET DETAIL WORKSHEET

The Sub-recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this agreement, contact the grant manager listed in this agreement via email or letter.

FY2015 Budget Detail Worksheet– Eligible Activities (Not limited to activities below)				
Allowable Training Costs	Quantity	Unit Cost	Total Cost	Issue Number
Developing, Delivering, and Evaluating Training				
Overtime and backfill for emergency preparedness and response personnel attending FEMA-sponsored and approved training classes.				
Hazard Assesment Response Operations PER-906	1	1600	1600	18
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in FEMA training.				
Training Workshops and Conferences				
Activities to achieve training inclusive of people with disabilities				
Full or Part-Time Staff or Contractors/Consultants				
Certification/Recertification of Instructors				
Travel				
Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).				
Tuition for higher education				
Other items				
TOTAL TRAINING EXPENDITURES			$	
Eligible Equipment Acquisition Costs The table below highlights the allowable equipment categories for this award. A comprehensive listing of these allowable equipment categories, and specific equipment eligible under each category, are listed on the web-based version of the Authorized Equipment List (AEL) at http://beta.fema.gov/authorized-equipment-list.	**Quantity**	**Unit Cost**	**Total Cost**	**Issue Number**
Personal protective equipment				
Level A TLU10000 01VT-01-ENSM	4	1500	6000	6
Explosive device mitigation and remediation equipment				
CBRNE operational search and rescue equipment				
Information technology				

Cyber security enhancement equipment				
Interoperable communications equipment				
Detection Equipment				
LCD 3.3 - Replacement for Outdated Technology 07CD-01-DPSI	1	11,640	11,640	7
RIID - Purchase New 07RD-01-RIID	1	28,000	28,000	7
Innotec M256 Kit Replacement 07CD-01-M256	2	320	640	6
Fluke Radiation Monitor Calibration 07RD-01-HHSM	2	350	700	6
WeatherPak 400 Maintenance Agreement 07SE-01-ENVS	1	1000	1000	6
Canberra Dosimeter Calibration (cache) 07RD-01-DOSP	1	1200	1200	6
Thermo Electron: Replacement parts and maintenance agreement for TVA-1000 07CD-01-DPFI	1	1800	1800	6
ResponderRCI Maintenance Agreement 07CD-01-DPRS	1	4750	4750	6
MSA Safesite Maintenance Agreement 07CD-01-DPMG	1	5267	5267	6
GASID Maintenance Contract 07CD-01-DPIR	1	5500	5500	6
HazmatID Maintenance Agreement 07CD-01-FTIR	1	5500	5500	6
Decontamination Equipment (HSGP only)				
HEPA Vac Filters/Bag 08D2-03-TDED	1	625	625	6
Medical supplies				
Power equipment				
CBRNE reference materials				
CBRNE incident response vehicles				
Terrorism incident prevention equipment				
Physical security enhancement equipment				
Inspection and Screening systems				
Agriculture Terrorism Prevention, Response, and Mitigation Equipment (HSGP only)				
CBRNE Prevention and Response watercraft				
CBRNE Aviation Equipment				
CBRNE logistical support equipment				
Intervention equipment				

Public Alert and Warning Equipment				
Disability Access and Functional Needs				
Other authorized equipment costs (include any construction or renovation costs in this category. Written approval must be provided by FEMA prior to the use of any funds for construction or renovation)				
TOTAL EXPENDITURES FOR ALL CATEGORIES				**$74,222.00**

ATTACHMENT B

SCOPE OF WORK

Sub-recipients must comply with all the requirements in 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

Funding is provided to perform eligible activities as identified in the Domestic Homeland Security – Federal Emergency Management Agency National Preparedness Directorate Fiscal Year 2015 Homeland Security Grant Program (HSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

I. Issue and Project Description

Issue 6 - Supports the sustainment of equipment for the 19 approved Type I CBRNE Capable Hazardous Materials Teams across the state.
Issue 7 - Supports the build out of critical needs equipment for 8 of the approved Type I CBRNE Capable Hazardous Materials Teams across the state.
Issue 18 - Project supports training and exercises for the specialized Type I CBRNE Hazardous Materials and MARC teams.

II. Categories and Eligible Activities

FY2015 allowable costs are divided into the following categories: **Training and Equipment** are allowable cost. Each category's allowable costs have been listed in the "Budget Detail Worksheet" above.

A. Allowable Training Related Costs

Allowable training-related costs under HSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSP and UASI programs and/or in conjunction with emergency preparedness training by other Federal agencies (e.g., HHS and DOT). Training conducted using HSGP funds should address a performance gap identified through an AAR/IP or other assessments (e.g., National Emergency Communications Plan NECP Goal Assessments) and contribute to building a capability that will be evaluated through a formal exercise. Any training or training gaps, including those for children, older adults, pregnant women, and individuals with disabilities and others who also have or access and functional needs, should be identified in the

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10203 **County Administrator's Report** **12. 19.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: Supplemental Budget Amendment #152 - State Aid to Libraries Grant
From: Amy Lovoy, Assistant County Administrator
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #152 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #152, Library Fund (113), in the amount of $10,223, to recognize additional Grant funds, and to increase the Cost Center balance in the State Aid to Libraries Grant, since the actual Grant amount was more than budgeted.

BACKGROUND:

West Florida Public Library was awarded the additional grant funds for the State Aid to Libraries Grant. The Grant was budgeted for $125,000. However, the actual grant was awarded for $135,223 meaning a $10,223 increase is needed to correct the center center balance.

BUDGETARY IMPACT:

The amendment will increase Fund 113 by $10,223.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA# 152

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2016-

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

WHEREAS, Escambia County and the West Florida Public Library System was awarded the State Aid to Libraries Grant, and an increase is needed due to the actual grant amount is more than what was budgeted.

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:

Library Fund	113
Fund Name	**Fund Number**

Revenue Title	Fund Number	Account Code	Amount
State Aid to Libraries Grant	113	334710	10,223
Total			$10,223

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Books, Publications & Library Materials	113/110501	56601	10,223
Total			$10,223

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Grover C. Robinson, IV, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o, ou, email=stephan_hall@co.escambia.fl.us, c=US
Date: 2016.04.21 14:56:48 -05'00'

OMB Approved

Supplemental Budget Amendment
 # 152

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10159 **County Administrator's Report 12. 20.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: First Amendment to the Contractual Service Agreement for Adult-Post Adjudicatory Drug Court Expansion in Escambia County, Florida
From: Cathy White, Drug Court Manager
Organization: Court Administration
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the First Amendment to the Contractual Services Agreement for Adult Post-Adjudicatory Drug Court Expansion Operations in Escambia County, Florida - Catherine A. White, Drug Court Manager

That the Board take the following action concerning the First Amendment to the Contractual Services Agreement for Adult Post-Adjudicatory Drug Court Expansion in Escambia County, Florida:

A. Approve the First Amendment to the Contractual Services Agreement for Adult Post-Adjudicatory Drug Court Expansion Operations in Escambia County, Florida, effective October 1, 2015, through June 30, 2016, which increases the funding from $237,750 to $245,429; and

B. Authorize the Chairman to sign the Agreement, Amendments, and requests for payment or other documents as may be required.

[Funding: Fund 110, Other Grants and Projects Fund, Cost Center 410570]

BACKGROUND:

The Contractual Services Agreement for Adult Post-Adjudicatory Drug Court Expansion Operations in Escambia County, Florida was approved by the BCC on September 24, 2015. There has been an increase in funding from $237,750 to $245,429 due to unexpended funds being brought forward from the previous grant period.

The Expansion Operations Program targets prison bound non-violent, third-degree felony offenders to be sentenced to an Adult-Post Adjudicatory Drug Court. The OSCA will annually contract with the Grantee to provide fiscal services and ensure that substance abuse treatment, drug testing, and ancillary services are provided for offenders entering the Expansion Operations Program.

BUDGETARY IMPACT:

Funds are made available through the Office of the State Courts Administrator for the period beginning October 1, 2015 and terminating on June 30, 2016.There is no cost to the County.

LEGAL CONSIDERATIONS/SIGN-OFF:

Amendment Number 1 to the Contractual Services Agreement for Adult Post-Adjudicatory Drug Court Expansion in Escambia County, Florida has been reviewed and approved by Kristen Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires Board approval and authorization of all contracts exceeding $50,000 to be signed by the Chairman.

IMPLEMENTATION/COORDINATION:

The Court Administrator's office will approve all invoices before payments are disbursed by the County.

Attachments

Amendment

FIRST AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT FOR ADULT POST-ADJUDICATORY DRUG COURT EXPANSION OPERATIONS IN ESCAMBIA COUNTY, FLORIDA

THIS FIRST AMENDMENT is made on this ____ day of _____, 2016, by and between the First Judicial Circuit Court Administration (Circuit) and the Escambia County Board of County Commissioners (Contractor).

WITNESSETH:

WHEREAS, on September 30, 2015, the parties previously entered into a Contractual Services Agreement for Adult Post-Adjudicatory Drug Court Expansion (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties have agreed to revise the Agreement to increase funding as provided herein; and

WHEREAS, as a result, 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 paragraph **II. Scope of Services** is hereby amended as follows:

A. Contractor will use no more than ~~$237,750~~ 245,429 of the funds provided under this Agreement to administer the program. The Contractor will provide or contract, after approval of the Circuit, with service providers, licensed to do business in the State of Florida, to provide out-patient substance abuse treatment; on-site, random, observed drug and alcohol testing; laboratory drug testing and confirmation; breathalyzer mouthpieces; bus passes; transitional housing; educational testing and classes; office supplies; shipping and handling fees; and books and/or other instructional materials, pursuant to Exhibit A of this Agreement. The Contractor shall provide the Circuit with fully executed copies of any contracts entered into with service providers. The amount of services shall not exceed during the terms of this Agreement the total amount of ~~$237,750~~ 245,429.

3. That paragraph **III. Compensation** is hereby amended as follows:

A. The Circuit will provide the Contractor with funds not to exceed ~~$237,750~~ 245,429 as reimbursement for the services provided for the Expansion Program, to-wit: licensed out-patient substance abuse treatment; on-site, observed, random drug and alcohol testing; laboratory drug testing and confirmation; breathalyzer mouthpieces; bus passes; transitional housing; educational testing and classes; office supplies; shipping and handling fees; and books and/or other instructional materials, pursuant to Exhibit A of this Agreement.

4. That **Exhibit A - Budget for Drug Court Services** is hereby replaced in its entirety with the attached revised Exhibit A.

5. 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.

6. That the effective date of this Amendment shall be on the date last executed by the parties.

7. That the Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of the Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this 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.

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: _____

BCC Approved: _____

By: _____
Deputy Clerk

(Seal)

FIRST JUDICIAL CIRCUIT OF FLORIDA

_____
Robin M. Wright Date
Trial Court Administrator
First Judicial Circuit of Florida

Approved as to form and legal sufficiency.

By/Title: _____
Date: 4/26/16

Exhibit A – Budget for Drug Court Services

Substance Abuse Evaluation and Intake Assessments: Assessments up to $265 each for an estimated total of $16,960
Individual and Group Treatment Sessions: Treatment sessions up to $12.50 per hour for an estimated total of $202,225.
Drug Testing: Drug tests include, but are not limited to: Designer Stimulant Urinalysis Drug Testing – Spice, K-2, Kratom, Bath Salts, Flakka (Alpha-PVP); Urinalysis Confirmation and Testing – Tramadol, Cocaine, Opiates, Marijuana, Barbiturates, Amphetamines, Methamphetamines, Benzodiazepines, Methadone, MDMA (Ecstasy), Alcohol Biomarker, Phencyclidine, Propoxyphene. Drug tests and test confirmations up to $25 each. Drug testing and drug test confirmations estimated total of $8,874
Drug Testing Supplies: Drug testing supplies include, but are not limited to: EZ-Screen 11 Panel Cup Test Kits, Tramadol dip tests, and Breathalyzer Mouthpiece Tubes. Drug testing supplies up to $85 per box (25 pieces) cup test kits, dip tests up to $25 per box (25 pieces) and mouthpiece tubes at $0.24 each. Drug testing supplies at an estimated total of $1,495
Transitional Housing: Transitional housing provided at up to $20 per day for an estimated total of $9,480.
Office Supplies, Educational Testing and Clases: Included in this category are: office supplies, postage/shipping and handling fees, books, educational testing and classes, and other instructional materials. Office supplies necessary to the administration of the program and education testing and classes at an estimated $995.
Bus Passes: Thirty-day bus passes and single ride bus passes for participant travel to and from treatment at up to $47 for thirty-day and $1.75 for single ride bus passes for an estimated total of $5,400.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10207 **County Administrator's Report** **12. 21.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: Change Order for PD 13-14.020, Former Escambia County Mosquito Control Facility Remediation Monitoring
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Change Order for PD 13-14.020, Former Escambia County Mosquito Control Facility - Tonya Gant, Neighborhood & Human Services Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order, in the amount of $247,185, to Cameron-Cole, LLC, on Contract PD 13-14.020, Former Escambia County Mosquito Control Facility Remediation Monitoring (this change order is to fully fund the Agreement originally approved by the Board in 2014):

Department:	Neighborhood & Human Services
Division:	Neighborhood Enterprise Division
Amount:	$247,185
Vendor:	Cameron-Cole, LLC
Project:	Former Escambia County Mosquito Control Facility Remediation Monitoring
Contract:	PD 13-14.020
P.O. No:	141429
C.O. No:	1
Original Award Amount:	$458,093
Original P.O. Amount:	$210,908
Cumulative Amount of Change Orders through this C.O.:	$247,185
Contract Total:	$458,093

[Funding: Fund 129/2014 CDBG, Cost Center 370221 and/or VCTC, Cost Center 370213]

BACKGROUND:

Request for letters of Interest, PD 13-14.020, former Escambia County Mosquito Control Facility Remediation and Monitoring, were publicly noticed on Monday, February 10, 2014 to 63 known firms. Responses were received from three firms on Tuesday, February 25, 2014. Cameron-Cole, LLC was the number one ranked firm, and an Agreement with Cameron-Cole, LLC was approved by the Board on June 3, 2014 (Exhibit I) for monitoring at the former Mosquito Control Facility at 603 Romana Street for a total amount of $458,093. Due to funding restrictions at the time, a purchase order was issued for $210,908 for monitoring for Year Two and Year Three.

This change order of $247,185 is for the continued service through year five as outlined in the Agreement approved by the Board and executed under PD 13-14.020 (Exhibit II). There are not any changes or additions to the original scope of work. The former Mosquito Control Facility requires ongoing site monitoring and remediation system operation and maintenance. The breakdown of services is as follows:

Year Four System O&M	$85,797.50
Year Five System O&M	$85,797.50
One Year Post Active Remediation Monitoring	$32,650.00
Development of Institutional & Engineering Controls	$12,320.00
Well Abandonment and Site Restoration	$30,620.00
TOTAL:	**$247,185.00**

BUDGETARY IMPACT:

Funding for this activity is budgeted in Fund 129, 2014 CDBG, Cost Center 370221 and/or VCTC, Cost Center 370213.

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract Form G, Consulting Services for Stand-Alone Services was used for the original Contract.

PERSONNEL:

Not applicable to this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

Staff from the Community Redevelopment Agency and Neighborhood Enterprise Division will oversee the Contract Amendment.

Attachments

Ex I-BCC Approval PD 13-14.020

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-28. Approval of Various Consent Agenda Items – Continued

25. Awarding, and authorizing the County Administrator to sign, the *Standard Professional Consulting Services Contract Documents for Agreement between Escambia County and Cameron-Cole, LLC*, per the terms and conditions of PD 13-14.020, Former Escambia County Mosquito Control Facility Remediation Monitoring, Year Two System O&M, Fate and Transport Evaluation of Identified Off Site Impacts, and Year Three System O&M, for a base lump sum amount of $188,408, and optional services of $22,500 (Funding: Fund 129, CDBG Entitlement Fund, Cost Center 220453, Object Code 53101 – $105,454; Cost Center 220418, Object Code 53101 – $105,454).

26. Approving the purchase of one Caterpillar CT660S Roll Off Truck from Thompson Tractor Company, for the amount of $169,325.36, per the terms and conditions of Governmental Contract Initiative (GOV-13-TUCS), with the City of Tucson/National IPA Contract – RFP#120377; in compliance with the Local Preference Initiative, this equipment purchase was posted on the County website for 30 days; no proposals were received (Funding: Fund 401, Solid Waste Fund, Cost Center 230306, Object Code 56401).

27. Authorizing out-of-County travel for Commissioner Grover C. Robinson, IV, on Tuesday, June 10, 2014; as President-Elect, Commissioner Robinson has been asked to represent the Florida Association of Counties Executive Committee at a meeting with the Broward County Commission in Ft. Lauderdale, Florida; the Florida Association of Counties will reimburse Escambia County 100% of the travel cost associated with this trip.

EXHIBIT II

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AGREEMENT

THIS AGREEMENT is made and entered into this 15th day of May, 2014, 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 Cameron-Cole, LLC, a for-profit Limited Liability Company authorized to transact business in the State of Florida, whose address is 200 East Government Street, Suite 100, Pensacola, Florida 32501, and whose Federal tax identification number is 84-1577838 (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 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: Cameron-Cole, LLC is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever the term "Contract Administrator" is used herein, it is intended to mean Glenn Griffith, Environmental Program Manager, Community & Environment. 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 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: 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 PD 13-14.020, Former Escambia County Mosquito Control Facility Remediation Monitoring.

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) 13-14 in the amount of Two Hundred Ten Thousand Nine Hundred Eight Dollars ($210,908.00) 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 13-14.020, Former Escambia County Mosquito Control Facility Remediation Monitoring, and as represented in the Consultant's Letter of Interest response to PD 13-14.020, 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.

(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 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 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 Four Hundred Fifty Eight Thousand Ninety Three Dollars ($458,093.00). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: 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 DIRECT EXPENSES: 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:

(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:

Cameron-Cole, LLC
200 East Government Street, Suite 100
Pensacola, Florida 32501

(d) Invoices to the County shall be sent to:

Glenn Griffith
Environmental Program Manager
Community & Environment
221 Palafox Place
Pensacola, FL 32502

Notices to the County shall be sent to:

Larry M. Newsom
Interim 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 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 NO CONTINGENT FEES: 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 SUBCONTRACTORS: 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 ASSIGNMENT: 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 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.

9.13 GRATUITIES: 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 CONFLICT OF INTEREST: 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 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.

9.16 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.

9.17 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 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 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.

9.19 COMPLIANCE WITH LAWS: 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 PARTICIPATION IN OTHER PROCEEDINGS: 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 FURTHER DOCUMENTS: 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 NO WAIVER: 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 Cameron-Cole, LLC, signing by and through its John Bondurant, Managing Partner, 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: _____
Larry M. Newsom, Interim County Administrator

Date: 6-6-14

BCC Approved: June 3, 2014

Witness

Witness

CONSULTANT:
Cameron-Cole, LLC, a Florida Limited Liability Company authorized to do business in the State of Florida.

By: _____
John Bondurant, Managing Partner

Date: 05-21-14

ATTEST: Corporate Secretary

By: _____
Secretary

- witness

Witness

Exhibits "A", "B" & "C"

Cameron-Cole

April 8, 2014

Mr. Glenn Griffith
Brownfields Coordinator
Escambia County Community & Environmental Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, Florida 32502

RE: Site Remediation and Closure
Former Escambia County Mosquito Control
603 West Romana Street
Pensacola, Florida
Brownfield Site ID No. 170502001

Dear Mr. Griffith:

Cameron-Cole, LLC (Cameron-Cole) is pleased to provide the following proposed scope of services and budgetary cost estimate to conduct continued operation, monitoring, & maintenance (OM&M) and associated regulatory reporting for the soil and groundwater remediation system installed at the above referenced facility. Based on the approved Remedial Action Plan (RAP) and data collected during the first year of system operation, active remediation is anticipated to be required for a period of four years, followed by one year of post active remediation monitoring (PRM). Upon conclusion of the one year monitoring period, the on-site and off-site remediation and groundwater monitoring wells will be abandoned and the remediation system will be demobilized. The anticipated cleanup endpoint is a conditional closure that will limit future uses of the property to commercial activities and may also restrict use of groundwater beneath the site. These future activity and use limitations would be specified in an Institutional Control and may also include the placement of Engineering Controls to mitigate potential exposure to any residual contaminants that may remain on-site following active remediation.

This proposal includes budgetary costs to conduct four years of continued system OM&M activities, one year of PRM, and the required site restoration and closure activities specified above. These activities include performance of monthly system checks for the anticipated duration of the active remediation effort, quarterly groundwater sampling and reporting, as well as estimated utility charges (electricity and water). Optional services including installation and sampling of additional off-site monitoring wells and development of Remedial Action Plan Modifications (RAPMODs) as may be directed by the Florida

Department of Environmental Protection (FDEP) have also been included. Additional details regarding the proposed scope of services and estimated costs are presented below.

Monthly System Operation, Maintenance & Monitoring

Cameron-Cole personnel will conduct, at a minimum, monthly site visits to collect the required system monitoring data. All gauges, meters, and probes will be checked and the necessary data recorded. The biosparging (BS) system air injection rates and pressures will be recorded and adjusted as necessary to optimize performance in accordance with design criteria. Additional activities will include recording system hour meter readings; vacuum and flow rates; and adjusting the system vacuums, pressures, and flow rates based upon changing site conditions. The nutrient tank will be replenished and nutrient injection rates will be confirmed and/or adjusted. Quarterly groundwater samples will be collected from designated monitoring wells specified by the FDEP to monitor system effectiveness and cleanup. Estimated utility costs (electricity and water) of $700.00/month have also been included.

Quarterly Groundwater Sampling and Analysis

Twelve quarterly and four annual groundwater monitoring events will be conducted. Quarterly groundwater samples will be collected and analyzed as specified on the current Monitoring Schedule, approved by the FDEP. Annual collection of system performance samples for analysis of heterotrophic plate counts, including pesticide and petroleum degraders will also be performed. All field activities will be conducted in accordance with the FDEP's Standard Operating Procedures DEP-SOP-001/01. All groundwater samples will be analyzed at a state-certified laboratory.

Fate and Transport Evaluation for Identified Off-Site Impact & Off-Site Well Abandonment and Replacement

The City of Pensacola was recently awarded a grant to construct a stormwater treatment pond on portions of the Corrine Jones Park, located south of the former Mosquito Control site. The new stormwater pond will be located within the off-site portion of the groundwater plume associated with the former Mosquito Control site. Based upon meetings with the City and the FDEP, an evaluation of the potential effect of the pond on the fate and transport of the off-site plume is required. In addition, eight existing groundwater monitoring wells located within the park must be properly abandoned. Installation of three replacement wells to be located north of the new pond is also anticipated.

Project Management and Reporting

Cameron-Cole will prepare quarterly and annual status reports that will summarize the remediation system performance including tabulated field and analytical data. The reports will include figures depicting groundwater flow and quality based upon the data collected each quarter. A thorough evaluation of the system's performance relative to design criteria, including appropriate recommendations, will also be presented. The reports will be certified by a registered professional engineer and will be submitted to the FDEP for review and approval. Copies of the laboratory analytical reports, groundwater sampling logs, and associated chain-of-custody records will be appended.

One Year Post Active Remediation Monitoring

Upon conclusion of the active remediation phase of work, Cameron-Cole personnel will conduct four quarterly groundwater monitoring events. Groundwater samples will be collected from eight monitoring wells to be specified by the FDEP and will be analyzed at a state-certified laboratory for benzene, toluene, ethyl benzene, total xylenes and methyl tert-butyl ether (BTEX+MTBE) and organochlorine pesticides, and total recoverable petroleum hydrocarbons (TRPH). Water level elevation data will also be collected from select wells to establish the site-specific direction of groundwater flow. The results of the quarterly groundwater sampling events will be compiled into quarterly status reports and submitted to the FDEP for review. The reports will be certified by a registered professional geologist in the state of Florida and will include appropriate conclusions and recommendations.

Development of Institutional and /or Engineering Controls

The anticipated cleanup endpoint is a conditional closure that will limit future uses of the property to commercial activities and may also restrict use of groundwater beneath the site. Upon conclusion of the requisite one year of PRM, Cameron-Cole will assist Escambia County and their legal counsel in developing the required Institutional Controls in form and content acceptable to the FDEP. Budgeted costs for this task do not include any title work and easement searches, recording fees, etc. that are normally coordinated by legal counsel.

Well Abandonment and Site Restoration

Upon receipt of regulatory approval for Site Closure, Cameron-Cole will coordinate and oversee the proper abandonment of the existing shallow monitoring well network. For the purposes of this estimate, it is assumed the existing wells plus five additional wells that the FDEP will require to monitor the remedial progress will be abandoned. The wells will be abandoned in accordance with Northwest Florida Water Management District (NWFWMD) requirements by a state of Florida licensed water well contractor, who will obtain the required permits. Upon completion of the well abandonment activities, Cameron-Cole will prepare a Well Abandonment Report suitable for submittal to the FDEP.

Optional Services

Based on site history, the FDEP has periodically requested installation of additional monitoring wells based on changing plume configuration. It is likely this will continue as the cleanup progresses. In addition, development of a RAPMOD to amend or adjust the approved RAP, add treatment points, etc. have also been required and are likely to be required over the next five years. Professional services and subcontractor costs associated with the installation and development of additional monitoring wells, and development of minor RAPMODs have been specified in this task.

The above scope of services and cost estimate is based upon Cameron-Cole's best understanding of the remaining work that will be required to complete site rehabilitation. Additional or alternate site activities may be indicated based upon the analytical data, changing site conditions, or regulatory mandate. Optional services beyond those outlined in this cost estimate and authorized by the client will be invoiced on a time and materials basis in accordance with the current Cameron-Cole hourly rate schedule.

Exhibits "A", "B" & "C"

Cameron-Cole appreciates the opportunity to provide this cost proposal for your consideration. Cameron-Cole will perform the work on a lump sum basis in accordance with the terms and conditions specified in Master Services Agreement (MSA) PD 06-07.038 between Escambia County, Florida and Cameron-Cole for Professional Consulting Services, executed April 9, 2008. The hourly professional fee rates were developed using loaded labor rates calculated using a 1.66 overhead multiplier and 12% profit margin. We are prepared to initiate the work immediately upon receipt of a Purchase Order, Task Order, and Notice to Proceed. Cameron-Cole appreciates the opportunity to provide our services. Should you have any questions, please feel free to contact our office at (850) 434-1011

Sincerely,

Laura Barnhart

Laura Barnhart, P.G.
Geologist III

John H. Bondurant

John H. Bondurant
Managing Partner

Attachment

Exhibits "A", "B" & "C"

Cameron-Cole

Project Budget
Former Escambia County Mosquito Control
Site Remediation & Closure

Year Two System O&M

Professional Services (Field, Reporting, Project Management)	$ 56,887.50
Laboratory & Subcontractors	$ 28,910.00
Subtotal	*$ 85,797.50*

Fate and Transport Evaluation of Identified Off Site Impacts

Professional Services	$ 13,695.00
Drilling Subcontractor – Off Site Well Abandonment & Replacement	$ 3,118.00
Subtotal	*$ 16,813.00*

Year Three System O&M

Professional Services (Field, Reporting, Project Management)	$ 56,887.50
Laboratory & Subcontractors	$ 28,910.00
Subtotal	*$ 85,797.50*

Year Four System O&M

Professional Services (Field, Reporting, Project Management)	$ 56,887.50
Laboratory & Subcontractors	$ 28,910.00
Subtotal	*$ 85,797.50*

Year Five System O&M

Professional Services (Field, Reporting, Project Management)	$ 56,887.50
Laboratory & Subcontractors	$ 28,910.00
Subtotal	*$ 85,797.50*

Exhibits "A", "B" & "C"

One Year Post Active Remediation Monitoring

Professional Services (Field, Reporting, Project Management)	$ 22,850.00
Laboratory Subcontractors	$ 9,800.00
Subtotal	$ *32,650.00*

Development of Institutional and Engineering Controls

Professional Services	$ 12,320.00
Subtotal	$ *12,320.00*

Well Abandonment and Site Restoration

Professional Services (Field, Reporting, Project Management)	$ 12,150.00
Drilling and Construction Subcontractors	$ 18,470.00
Subtotal	$ *30,620.00*

Optional Services

Installation and Development of Additional Wells - Estimate Five at $1,500/each	$ 7,500.00
Development of RAPMs – Estimate Two @ $7,500/each	$ 15,000.00
Subtotal	$ *22,500.00*

Total Estimated Costs to Complete Site Rehabilitation $458,093.00

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10211 **County Administrator's Report** **12. 22.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: Emergency Solutions Grant Program Agreement with The EscaRosa Coalition on the Homeless, Inc.
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Agreement for Emergency Solutions Grant Program with The EscaRosa Coalition on the Homeless, Inc. - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Agreement for Emergency Solutions Grant (ESG) Program with The EscaRosa Coalition on the Homeless, Inc. (ECOH):

A. Approve an Agreement for Emergency Solutions Grant Program with ECOH providing 2015 ESG support in the amount of $3,648, for administering and coordinating the Homeless Management Information System (HMIS), assisting with preparation of the Annual Plan and Reports, associated homeless continuum of care initiatives and 2014 ESG support in the amount of $38,444, for direct service delivery and case management services to ESG eligible clients in Escambia County; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and all related forms or documents as may be required to fully implement the Agreement.

[Funding: Fund 110, Other Grants & Projects Fund, HUD Emergency Solutions Grant and Emergency Shelter Grant, Cost Center 370292 & 370293]

BACKGROUND:

The 2014 Escambia Consortium Annual Action Plan was approved by the Board on July 24, 2014 and the 2015 Escambia Consortium Annual Action Plan was approved by the Board on July 23, 2015, including an allocation for the Emergency Solutions Grant Program (Exhibit I). The 2014 Annual Plan included $136,359 in 2014 ESG funds and the 2015 Annual Plan included $147,378 in 2015 ESG funds.

Implementation of the ESG Program must be closely coordinated with ECOH, the United States Department of Housing and Urban Development (HUD) designated Homeless Continuum of Care (CoC) lead agency for Escambia and Santa Rosa counties. Of the

total $147,378 2015 ESG grant, $3,648 will be expended for continued administration of the Homeless Management Information System (HMIS), assisting the County with preparation of the HUD Annual Plan and Consolidated Annual Performance Report (CAPER), and related continuum of care initiatives by ECOH per the Agreement (Exhibit II) to be approved through this recommendation.

The 2014 ESG Program contains $38,444 for direct services and case management for rapid re-housing (RRH) and homelessness prevention (HP) activities for extremely low income households meeting HUD's definition of homeless or at risk of homelessness. Funding can be used for rent and security deposits and rent for applicants meeting the program eligibility requirements. All funding must be matched 100%.

BUDGETARY IMPACT:

Funding required to support the Agreement is currently budgeted in FY 2015 and FY 2014 Fund 110/Other Grants (ESG), Cost Center 370292 and 370293. No County general fund revenue is required for this program.

LEGAL CONSIDERATIONS/SIGN-OFF:

The ESG Agreement with ECOH has been reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

No impact relating to additional personnel associated with this Grant Agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Agreement with ECOH must be approved by the Board in order to meet HUD obligation and expenditure deadlines.

IMPLEMENTATION/COORDINATION:

Grant implementation and oversight will be provided by Neighborhood Enterprise Division (NED). Implementation will be monitored by NED in cooperation with ECOH to properly complete the activities cited in the Agreement. All parties are aware of the approval schedule for this recommendation.

Attachments

Ex I-BCC ESG Approvals

Ex II-ESG ECOH Agreement

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. Recommendation: 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

2014-2015 EMERGENCY SOLUTIONS GRANT (ESG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

Activity HESG 14 - Emergency Shelter/Operations **$ 87,689**

Provides funding to partially support operational costs of the Loaves and Fishes Soup Kitchen, Inc. Homeless Center and Emergency Shelter for families. (257 East Lee Street, Pensacola, Florida)

Activity HESG 14 - Rapid Re-Housing & Homeless Prevention **$ 38,444**

Provides funding, based on Continuum of Care priorities, for: (1) Rapid Re-housing for individuals/families with incomes below 30% of median; and (2) homelessness prevention for individuals/ families with incomes below 30% of median.

Administration **$ 10,226**

Administrative Cost (7.5%): $3,408 to EscaRosa Coalition on the Homeless Project Management and/or HMIS and $6,818 to Escambia County Indirect Cost.

TOTAL 2014 ESG FUNDS PROJECTED **$136,359**

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – 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)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – 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)

2015-2016 EMERGENCY SOLUTIONS GRANT (ESG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

EMERGENCY SHELTER/OPERATIONS **$ 88,427**

Provides funding to partially support operational costs of the Loaves and Fishes Soup Kitchen, Inc. Homeless Center and Emergency Shelter for families. (257 East Lee Street, Pensacola, Florida)

RAPID RE-HOUSING & HOMELESS PREVENTION **$ 47,898**

Provides funding, based on Continuum of Care priorities, for: (1) Rapid Re-housing for individuals/families with incomes below 30% of median; and (2) homelessness prevention for individuals/ families with incomes below 30% of median.

ADMINISTRATION **$ 11,053**

Administrative Cost (7.5%): $3648 to EscaRosa Coalition on the Homeless Project Management and/or HMIS and $7405 to Escambia County Indirect Cost.

TOTAL 2015 ESG FUNDS PROJECTED **$147,378**

AGREEMENT FOR
EMERGENCY SOLUTIONS GRANT PROGRAM

THIS AGREEMENT is made and entered into this 5th day of May, 2016, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida, hereinafter referred to as the **"County",** and **THE ESCAROSA COALITION ON THE HOMELESS, INC.**, a not for profit corporation organized under the laws of the State of Florida (FID #592909065), hereinafter referred to as the "**Agency**", for the purpose of implementing the Homeless Continuum of Care (COC) administration and coordination of the Homeless Management Information System (HMIS) and associated components of the Emergency Solutions Grant Program Allocation as awarded to Escambia County by the U. S. Department of Housing and Urban Development (HUD), hereinafter referred to as the "ESG 2015 Grant" and for implementing the balance of the direct service component of the 2014 Emergency Solutions Grant, hereinafter referred to as the "ESG 2014 Project."

W I T N E S S E T H

WHEREAS, the County has elected to participate in the Emergency Solutions Grant Program to provide emergency shelter for homeless individuals and families, emergency assistance through homelessness prevention assistance to households who would otherwise become homeless, and rapid re-housing assistance to persons who are homeless for the benefit of the citizens of Escambia County, Florida; and,

WHEREAS, the Agency has exhibited the managerial and technical ability to effectively assist the County with management and oversight of the ESG 2015 Grant and the ESG 2014 Project in the local community and deliver direct client case management services and assistance to income eligible families at risk of or experiencing homelessness in the local community; and,

WHEREAS, the County hereby elects to engage the services of the Agency for administration and coordination of the Homeless Management Information System and associated components, and HMIS reporting requirements for the ESG 2015 Grant and the Consolidated Plan in accordance with governing HUD regulations and requirements stipulated herein, and to enter into an Agreement with the Agency for this purpose; and,

WHEREAS, the County hereby elects to engage the services of the Agency to manage and implement the balance of the direct service component of the 2014 Emergency Solutions Grant Program in accordance with governing regulations and requirements stipulated herein, and to enter into an Agreement with the Agency for this purpose; and,

WHEREAS, it is in the best interest of the County to enter an agreement with the Agency for the specific purpose of providing for the administration and coordination relating to the ESG 2015 Grant and ESG 2014 Project within Escambia County, including the City of Pensacola and the Town of Century.

NOW, THEREFORE, in consideration of the mutual promises and covenants, the parties agree as follows:

ARTICLE I
Supervision

1. The Agency agrees to perform the required services under the general coordination of Neighborhood Enterprise Division (NED), an operating branch of the Escambia County Neighborhood & Human Services Department, as designated agent for County.

1.1 Initial contract manager responsible for coordination and administration of this Agreement and attending regular meetings with the Agency, are hereby designated as follows:

Contract Manager for County: Meredith Reeves, Division Manager
Neighborhood Enterprise Division
221 Palafox Place
Pensacola, FL 32502
Phone: (850) 595-0022
Email: mrnunnari@myescambia.com

Contract Coordinator for Agency: John Johnson, Executive Director
The EscaRosa Coalition on the Homeless, Inc.
3702 N. Pace
Pensacola, Florida 32505
Phone: (850) 439-3009
Email: john.johnson@ECOH.org

ARTICLE II
Scope of Services

2. The Agency agrees to implement the ESG 2015 Grant and ESG 2014 Project, specifically including HMIS matters, in accordance with the provisions of **EXHIBIT I**, attached and incorporated in this Agreement.

2.1 The Agency agrees to implement the ESG 2015 Grant to provide CoC interagency coordination; HMIS management and integration; and ESG required data collection and reporting; as well as linkages between community resources and the persons or families at risk of or experiencing homelessness and who are income eligible (30% AMI) and meet other eligibility stipulations cited in **EXHIBIT I** and defined in the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (commonly known as the "HEARTH Act"), as may be amended, incorporated herein by reference and acknowledged by Agency as provided in **EXHIBIT V** of this Agreement.

2.2 The Agency agrees to implement the ESG 2014 Project to provide intensive case management services targeting persons or families at risk of or experiencing homelessness and

who are Income eligible and meet other eligibility stipulations cited in **EXHIBIT I** and defined in Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (commonly known as the "HEARTH Act"), as may be amended, incorporated herein by reference and acknowledged by Agency as provided in **EXHIBIT V** of this Agreement.

ARTICLE III
Funding

3. For implementation of the 2015 ESG Grant, the County agrees to pay to the Agency an amount not to exceed **$3648.00,** payable solely from available ESG 2014 Administrative Grant funds, subject to possible reduction under Article VI hereof.

3.1 For implementation of the 2014 ESG Project, the County agrees to pay to the Agency an amount not to exceed **$38,444.00**, payable solely from available ESG 2014 funds, subject to possible reduction under Article VI hereof.

3.2 The County shall make periodic disbursements from the sum authorized in Section 3 above over the period of this contract to the Agency, or on behalf of the Agency, for ESG 2015 Grant activities and services authorized under the terms and conditions set forth in **EXHIBIT I** of this Agreement, subject to submission of all documentation required by the County with respect to: supporting the County in administering and monitoring ESG 2015 Grant activities involving Homeless Continuum of Care agencies; management, coordination, and integration of the Homeless Management Information System (HMIS) and other data systems integral to the ESG mission; data collection and assembly of reports, including the HUD Consolidated Plan narrative and data and required ESG 2015 Grant data elements; and interaction with County and HUD representatives with respect to HMIS issues. In compliance with Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (the "HEARTH Act") and the HUD HMIS Data and Technical Standards as currently in effect subject to regulatory revisions published by HUD and revisions or amendments thereto, as well as, any other relevant documentation requested by the County.

3.3 The County shall make periodic disbursements from the sum authorized in Section 3.1 above over the period of this contract to the Agency, or on behalf of the Agency, for ESG 2014 Project activities and services authorized under the terms and conditions set forth in **EXHIBIT I** of this Agreement, subject to submission of all documentation required by the County with respect to: determination as to the eligibility of individuals receiving ESG 2014 Project assistance (income and homelessness status), delivery of case management services in compliance with provisions of the HEARTH Act, provision of financial assistance and housing relocation and stabilization services payments benefitting ESG eligible clients, detailed ESG 2014 Project cost documentation and any other relevant documentation requested by the County.

3.4 The County agrees to receive, account for and disburse ESG 2015 Grant and ESG 2014 Project funds from budgets and accounts, as legally established by the County, for the mutual benefit of the Agency and the CoC agencies to the extent that such benefits conform to the requirements of the HEARTH Act.

3.5 The method of payment shall be according to the Payments and Procedures, as described in **EXHIBIT I** of this Agreement.

ARTICLE IV
Reporting

4. The Agency shall provide copies of the Monthly ESG 2015 Grant and ESG 2014 Project Report to the County, including a narrative summary of progress and a financial statement as described in **EXHIBIT III** of this Agreement.

4.1 The Agency shall use the form of Monthly Project Report described in **EXHIBIT III** of this Agreement or shall provide an alternate Monthly Project Report format for approval by the County.

4.2 The report shall be due monthly, and this obligation shall survive termination of this Agreement and continue until all information concerning the project has been received by the County.

4.3 The report is due on the 10th day of following the end of each month, unless an alternative schedule is agreed upon by the parties. The Monthly Report shall include all Project activities undertaken during the previous month.

4.4 The Agency shall provide the County with additional information as may be required by state or federal agencies to substantiate all Project activities, service or activity eligibility and/or expenditure eligibility.

ARTICLE V
Indemnification and Insurance Requirements

5 The Agency shall act as an independent contractor, and not as an employee of the County, in providing the aforementioned service. The Agency shall hold harmless Escambia County, and their 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 or use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this Agreement. The Agency's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy or insurance.

5.1 The Agency shall at all times during the tenure of this agreement maintain in full effect the following policies of insurance:

a. The Agency shall maintain a commercial general liability insurance policy with minimum limits of coverage in the amount of $1,000,000 per occurrence/aggregate, including coverage parts of bodily injury, personal injury and death, broad form property damage,

blanket contractural liability covering the contract, independent contractors, premises/ operations, products and completed operations, and fire legal liability. The County and NED shall be Additional Insureds and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Agreement. The County, and/or NED shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company.

b. Automobile liability with Five Hundred Thousand Dollars ($500,000), minimum combined single limits per occurrence for bodily injury, property damage, and death, arising out of ownership or use of any vehicles including owned, non-owned and hired vehicles and employee non-ownership use used by the contractor.

c. The Agency shall procure and maintain a workers' compensation and employer's liability insurance policy for all workers' compensation obligations imposed by state law and employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease. The other party shall also purchase any other coverage's required by law for the benefit of the employees.

All of the above policies shall be with carriers admitted to do business in the State of Florida. The Agency shall have certificates of insurance forwarded to:

Escambia County
Office of Risk Management
221 Palafox Place
Pensacola, Florida 32502

The certificates shall show the County as additional insured and the certificate holder shall provide that Escambia County shall be notified at least thirty (30) days in advance of policy cancellation, nonrenewal or adverse change or restriction in coverage. If required by the County, the Agency shall furnish copies of the Agency's insurance policies, forms, endorsements, jackets and other items forming a part of or relating to such policies. Certificates shall be on the "Certificate of Insurance" form, as determined by the County, which shows policies with Insurers with a secure rating from the most recent edition of A.M. Best Financial Strength Rating Guide. The County shall deem being named as an additional insured as sufficient proof of intent to be notified of any cancellation, adverse change or restriction, and no further endorsement or requirement shall be required of the insurance carrier. The Agency shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the County and shall file with the County Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the County, the Agency shall, upon instructions of the County, cease all operations under the Agreement until directed by the County, in writing, to resume operations.

5.2 The Agency required coverage shall be considered primary and all other insurance shall be considered as excess, over and above the Agency's coverage. The Agency's policies

of coverage will be considered primary as related to all provisions of the Agreement.

5.3 The Agency agrees to pay on behalf of the County, as well as provide a legal defense for the County, which will be done only if and when requested by the County, for all claims as described in Article V of this Agreement. Such payment on the behalf the County shall be in addition to any and all other legal remedies available the County and shall not be considered to be the County's exclusive remedy.

5.4 The Agency and any of its associates, agents, insurers or subcontractors involved in the performance of this Agreement must comply with all applicable federal, state and local laws and regulations governing environmental pollution control and abatement in effect on the date of execution of this Agreement, as well as any other specific requirements stated elsewhere in this document. Agency agrees to indemnify and hold harmless the County, and their respective agents and employees, from and against any and all liability, claims, suits, losses, expenses, judgments, costs and damages, including those resulting from the negligence of the Agency, its employees, agents, subcontractors, or other authorized representatives, which may arise as a result of the violation of any Environmental Law, Ordinance, Statute, Rule or other environmentally related legal requirement associated with the persecution of the work defined in this Agreement. Further, the Agency assumes all legal and financial liability and the direct responsibility for assuring full and complete volunteer training and protection of the public, through the proper management, handling, removal, transportation and disposal of any hazardous materials, chemicals, wastes, or substances encountered by or used in the completion of the work in any way related to this Agreement.

ARTICLE VI

Contract Period and Termination

6. This Agreement shall be effective for the period beginning the **5th day of May, 2016, and shall terminate on September 30, 2017,** unless canceled sooner with or without cause, by any party giving thirty (30) days prior written notice of such cancellation.

6.1 Provided, that if the contract managers agree that Agency has failed to satisfactorily perform its duties as set forth herein, or in the event that ESG 2015 Grant or ESG 2014 Project funds fail to be or cease to be provided to the County, then the County may terminate this contract immediately without incurring any penalty, and shall be responsible to pay for services actually performed through the date of termination only.

6.2 Due to the time limitation for obligation and expenditure of ESG 2015 and ESG 2014 Grant funds, the Agency shall be subject to a performance review by the County/NED, at six (6) and twelve (12) month intervals based upon the effective date of this Agreement. The six (6) month review will be advisory and may be accomplished by a meeting between the Agency and NED, as further detailed in Section 6.3 below. The twelve (12) month review shall consist of a formal monitoring of the Agency's compliance with ESG 2015 and 2014 requirements and its performance under the terms of this Agreement, as further detailed in Section 6.4 below. A formal eighteen (18) month review shall be performed if the Agency has failed to accomplish the original performance level or the revised performance level established at the twelve (12)

month review. The eighteen (18) month review shall be optional for agencies that are in conformity with their original or revised performance goals. Failure of the Agency to satisfactorily address the written review comments within ten (10) days of the date of issuance by NED or the County shall be grounds for the County to suspend payments and provide notice of impending termination to the Agency.

6.3 The six (6) month review will be advisory in nature and designed to assist the Agency in identifying impediments to effective implementation of the Project. Said review shall minimally consist of a scheduled meeting (or meetings) with the Agency and responsible staff regarding the ESG 2015 Grant and ESG 2014 Project and related accomplishments, impediments, issues or concerns on behalf of the Agency, County or NED. A written report will be issued only if problems, recommendations or concerns are identified in the review. The ESG 2014 Project must be complete and expended within 6 months. Extension of the ESG 2015 Grant beyond the contract period will be considered upon request to comply with HUD's 24 month expenditure deadline. If performance guidelines are not met, the County may retain the balance of the 2015 ESG Grant to support its administrative costs.

6.4 At the twelve (12) month interval, a formal written performance report shall be provided by the County/NED to the Agency. The twelve (12) month review shall examine the Agency's level of accomplishment with respect to the ESG 2015 Grant activities and objectives stated in **EXHIBIT I** of this Agreement, as well as compliance with ESG 2015 Grant regulatory requirements in carrying out said activities. The report shall indicate the level of ESG 2015 Grant compliance attained by the Agency, any performance or procedural deficiencies, fund obligation/ commitment issues or financial concerns, any program or fiscal irregularities and any ESG 2015 Grant related recommendations or requirements. If, at the twelve (12) month interval, the Agency has not provided and obtained reimbursement for successful delivery of ESG 2015 Grant activities equal to at least 60% of the aggregate funding provided in Article III Section 3 of this Agreement, the Agency shall provide a written plan for increasing the ESG 2015 Grant expenditure rate to ensure that the expenditure rate will minimally reach 100% by September 30, 2017. Responsibility for such documentation shall rest with the Agency.

ARTICLE VII
Accountability

7. The Agency agrees to maintain personnel, financial, individual client and other records and accounts as necessary to properly account for all funds expended in relation to this Agreement.

7.1 These records and accounts shall be subject at all times to inspection, review, or audit for a period of six (6) years following the termination of this agreement 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 State of Florida, the HUD, or any of their duly authorized representatives; or the Agency shall transfer these records and accounts to the custody of the County in order to insure their accountability for such a period.

7.2 The Agency shall be fully responsible and directly liable for the proper expenditure of all funds provided to the Agency through this Agreement. In the event of misappropriation of or the use of ESG 2015 Grant or ESG 2014 Project funds for ineligible expenditures by the Agency, said Agency shall be liable for immediate repayment of improperly expended ESG 2015 Grant or ESG 2014 Project funds to the County or HUD, as may be required.

7.3 Any Agency failing to properly manage and account for the expenditure of ESG 2015 Grant funds or ESG 2014 Project funds, resulting in requirement for repayment of such funds to the County or HUD, shall be barred from participation in all projects or programs involving ESG Program funds, unless such funds are repaid to County or HUD within fifteen (15) days of written notification of such obligation by the County and/or HUD. Any repayment resulting from fraudulent activities shall result in the permanent debarment of the Agency from participation in all County sponsored housing programs.

ARTICLE VIII

Nepotism and Conflicts of Interest

8. The Agency agrees to abide by the provisions of Section 112.3135, Florida Statutes, pertaining to nepotism in its performance, under this Agreement.

8.1 With respect to the use of ESG 2015 Grant and ESG 2014 Project funds to procure services, equipment, supplies or other property, the agency shall comply with 24 CFR 84.42. The Agency 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 Federal funds if a real or 24 CFR Subtitle A (5–1–01 Edition) apparent conflict of interest would be involved.

ARTICLE IX

Civil Rights and Anti-Discrimination

9. The Agency 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 Agency 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 Agency agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

9.3 In carrying out all aspects of the housing activities for which the Agency has contracted hereunder, the Agency shall at all times abide by and maintain full compliance with the requirements of the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

ARTICLE X
Program Income

10. Project related assistance provided through this Agreement shall be in the form of a grant for administrative support and HMIS management, development, data collection, integration and reporting with respect to the ESG 2015 Grant or in the form of a grant for delivery of services and assistance benefitting of eligible persons with respect to the ESG 2014 Project. As such, no program income is anticipated as a result of the ESG 2015 Grant or ESG 2014 Project activities.

10.1 However, in the event of any unanticipated repayment of ESG 2015 Grant or ESG 2014 Project funds in relation to this Agreement, such funds shall be repaid to *Escambia County* and credited by the County to ESG Program Income within the budgets and accounts of the County. Any program income will be expended by the County for ESG eligible costs prior to drawing additional ESG funds from HUD.

ARTICLE XI
Procurement of Recovered Materials

11. The Agency must comply with the requirements of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. In accordance with section 6002, the Agency must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired in the preceding fiscal year exceeded $10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

ARTICLE XII
Uniform Requirements

12. The Agency shall comply with applicable provisions of the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009; uniform administrative requirements described in 24 CFR §570.502 and shall comply with the requirements of 2 CFR Part 200; Civil Rights and Anti-Discrimination requirements cited in Article IX and acknowledged in **EXHIBIT V** of this Agreement; all related regulatory requirements and HUD policy directives and guidelines applicable to the ESG 2015 Grant and ESG 2014 Project financed activities to be

implemented through this Agreement. The Agency has been directly provided electronic copies of the entire text of applicable portions of these laws, regulations, HUD policy directives and guidelines prior to initiating ESG 2015 Grant and ESG 2014 Project activities. This is evidenced by execution of the certification of receipt contained in **EXHIBIT V** of this Agreement. The Agency agrees to comply with any amendments or revisions to said laws, rules, regulatory provisions, policy guidelines or directives as may be promulgated by HUD and as provided to the Agency in writing by the County. Said compliance shall be required as of the date the amended provisions are provided to the Agency by the County and officially acknowledged by the Agency in writing.

ARTICLE XIII
Procurement

13. The Agency shall utilize procurement procedures which assure open competition and maximum access to businesses wishing to participate in Project activities, including businesses with designations as follows: Minority Business Enterprise (MBE), Woman-owned Business Enterprise (WBE) and/or Disadvantages Business Enterprise (DBE). Agency shall generally conform to uniform Agency practices that target securing the most reasonable pricing for ESG 2015 Grant and ESG 2014 Program costs when ensuring that equipment, materials or services are provided or performed by qualified vendors.

ARTICLE XIV
General Provisions

14. The Agency accepts these funds so appropriated in accordance with the terms of this agreement, and agrees that the contents of **EXHIBITS I, II, III, IV and V** are part and parcel of this agreement and hold the same legal authority as the Agreement. Further, the Agency agrees:

14.1 To abide by Chapter 119, Florida Statutes, and successors thereto, all of which are hereby referred to and incorporated by reference herein;

14.2 To permit and facilitate such audits by the U. S. Department of HUD, Escambia County, the State of Florida, any of their respective designated independent auditing firm(s) or their authorized representatives as may be required in relation to this Agreement;

14.3 To produce all documents upon request by the County, HUD, State of Florida or the authorized representatives of each; and

14.4 To provide a complete copy of the Agency's most recent annual comprehensive financial statement, reviewed and verified as to accuracy by an independent (third party) accounting professional, and to subsequently provide copies of similarly verified annual financial statements for the duration of this Agreement. The Agency receives less than $300,000 annually in direct Federal funding.

14.5 The EscaRosa Coalition on the Homeless, Inc. is a chartered Florida not for profit

corporation with 501(c)(3) tax exempt designation by the U.S. Department of the Treasury, Internal Revenue Service, as evidenced by documents contained in **EXHIBIT IV** of this Agreement. Further, The EscaRosa Coalition on the Homeless, Inc. functions primarily as a community or social service organization with specific emphasis on coordination of homeless issues and activities for the less fortunate in Escambia and Santa Rosa counties, and shall maintain its status for the duration of this Agreement.

ARTICLE XV
Understanding of Terms

15.1 This Agreement represents the entire and integrated agreement between the County and the Agency and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the Agency and County or in accordance with the provisions contained in this document.

15.2 This Agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

15.3 It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with any law of the State where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

15.4 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.

15.5 All notices under this Agreement shall be in writing, and shall be sent by certified mail to the parties identified in Article I, paragraphs 1.1 and 1.2 above.

15.6 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

SIGNATURE PAGE FOLLOWS

ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC Approved: May 5, 2016

By: _____
Deputy Clerk

(SEAL)

Escambia County Legal Department Approval:

Approved as to form and legal sufficiency.

By/Title: _____
Date: 4/26/16

The EscaRosa Coalition on the Homeless, Inc., a not for profit corporation chartered in the State of Florida

By: _____
Dr. David Josephs, President
Board of Directors

WITNESSED:

_____

Print Name: _____

_____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Dr. David Josephs, President of The EscaRosa Coalition on the Homeless, Inc., a not for profit corporation, who did not take an oath and who:
___ is/are personally known to me.
___ produced current Florida driver's license or _____ as identification.

_____
Signature of Notary Public

_____
Name of Notary Printed
My Commission Expires: _____
Commission Number: _____

SPECIFIC TERMS AND CONDITIONS FOR IMPLEMENTATION OF
ESG 2015 Grant for Administration and ESG 2014 Project for Direct Services

AGENCY NAME: THE ESCAROSA COALITION ON THE HOMELESS, INC.

I. SCOPE OF SERVICES

A. 2015 ESG GRANT FOR ADMINISTRATION

1. The EscaRosa Coalition on the Homeless, Inc. ("Agency") shall provide: (a) a range of CoC related administrative services in support of the ESG 2014 Grant, and (b) HMIS expansion, integration and data collection/refinement services specific to homeless services and activities undertaken locally under the terms, conditions, requirements and responsibilities of this Agreement. The County agrees to make available over the term of this agreement, a total of **$3,648.00** in ESG 2015 administrative funds, specifically to enable the Agency to enhance the homeless program management and coordination, specifically through HMIS enhancements and to assist the County with required data for the HUD Consolidated Plan. The ESG 2015 Grant funding shall be limited to a maximum expenditure of $3,648.00 for the entire term of this Agreement. As the designated Agency with responsibility for the Homeless Continuum of Care planning and coordination functions the Agency is critical to the effective oversight of the Emergency Solutions Grant program in the local community, and limited ESG 2015 administrative funds are awarded herein to assist the Agency with respect to such responsibilities. Additionally, the Agency directly manages the HUD-mandated Homeless Management Information System (HMIS) in Escambia County. ESG related reporting requirements mandate linkage or integration of data systems under the HMIS umbrella for data collection and reporting of Emergency Solutions Grant associated activities and accomplishments. Additionally, the Agency shall provide the County with data to assist in completion of the County's Annual Plan and CAPER Reports. ESG 2015 funding, as stipulated above, will be provided to aid the Agency in assuring compliance with HUD's HMIS directives, including the HUD HMIS Data, Technical and Reporting Standards. Requests for reimbursement shall include personnel, operating costs, supplies, contractual services and ESG 2015 related support costs associated with the coordination of CoC and HMIS functions with respect to the Emergency Solutions Grant.

2. This allocation is funded in its entirety from ESG 2015 GRANT funds. The Agreement provides for a maximum of $**3,648.00** in administrative support for the Agency. This allocation falls within the maximum administrative cost authorized by HUD.

3. Funds shall be provided to the Agency in monthly or quarterly installments not to exceed, in aggregate, the maximum amount cited above upon delivery of contracted homeless program administration activities. Requests for payment or reimbursement shall clearly substantiate the costs for Administration activities based upon the budgeted allocations cited in Section A above. The County may elect to pay vendors directly on behalf of the Agency, if requested to do so by the Agency; or alternatively, the County may reimburse properly

documented expenses incurred for ESG 2015 costs by the Agency. No advance of County funds will be provided to the Agency for this activity.

B. 2014 ESG PROJECT FOR DIRECT SERVICES

1. ECOH shall provide a full range of client case management services under the terms, conditions, requirements and responsibilities of this Agreement. The County agrees to make available **$38,444** in ESG 2014 funds for the provision of intensive case management, financial assistance, and housing relocation and stabilization services for ESG eligible persons at risk of homelessness or who are experiencing homelessness to aid in moving these persons into stable housing. For purposes of this Agreement, the term "person/persons, family/families and client/clients" shall have the same meaning with reference to ESG assistance. Delivery of case management, financial assistance, and housing relocation and stabilization services shall be in conformity with the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (commonly known as the "HEARTH Act") and requirements of the Emergency Solutions Grant Program. The full text of this portion of the Notice is included in **Exhibit VI** of this Agreement for reference. Requests for reimbursement shall include the cost for financial assistance, and housing relocation and stabilization services to ESG income eligible persons as identified herein.

2. This allocation is funded in its entirety from 2014 ESG funds.

3. ESG 2014 Project for Direct Services funds shall be provided to the Agency in monthly installments not to exceed, in aggregate, the maximum amount cited above upon delivery of contracted services and assistance to eligible persons. To enable the Agency to quickly implement case management services and distribute ESG financial assistance and rapid re-housing assistance to ESG eligible persons, within fifteen (15) days of the effective date of this Agreement, the County shall provide the Agency with a *single $4000 operating advance* from the ESG funding provided herein, *if specifically requested in writing by the Agency*. From that point forward, all subsequent payments will be provided on a cost reimbursement basis. All funds provided to the Agency under this Agreement, including the initial operating advance, shall be fully reconciled between the Agency and County during the ESG 2014 Project for Direct Services closeout.

C. For purposes of this Agreement, a "Extremely Low Income" family (ELI) is defined as a person (family) with total "gross" income from all sources equal to or below THIRTY percent (30%) of the Pensacola "MSA" median income adjusted for family size (current income limits are included in **Exhibit II** of this Agreement). The Contract Manager shall annually provide updated income eligibility guidelines for use by the Agency in carrying out the requirements of this Agreement. If applicable, the Agency shall be responsible for fully documenting to the County the eligibility of such clients and assuring that ESG 2015 Grant and ESG 2014 Project Funds provided to the Agency are expended for eligible activities benefitting eligible persons (families). ELI families are eligible for Homeless Prevention assistance.

II. OBJECTIVES

A. 2015 ESG GRANT FOR ADMINISTRATION

1. The Agency shall provide administrative support to the County to assist in: outreach and integration of services, funding, and information sharing between and among various local, state and federal agencies and organizations for the benefit of ESG eligible recipients; enhanced monitoring of ESG and non-ESG client referral and case management protocols within the local homeless service delivery system; and support the mission and objectives of the homeless programs within Escambia County.

2. The Agency shall take the actions required to: (1) provide HMIS technical support, agency training, outreach, continuing interaction with the HMIS vendor(s), and general system coordination within Escambia County; (2) document the number of additional homeless service delivery agencies initiating or expanding participation in the local HMIS over the term of this agreement; (3) increase the actual number and percentage of individual homeless cases entered into the HMIS database as compared to the current data entry penetration; (4) utilize ESG funds provided hereunder to attain enhanced reporting, data collection and systems integration between the existing HMIS system and agencies delivering ESG or CoC based assistance to clients; and (5) produce results oriented monthly reports as required herein.

3. The Agency shall take the actions required to ensure that Emergency Solutions Grant reporting by participating service delivery agencies meets or exceeds the HMIS Data and Technical Standards as established by HUD, including all required Data Elements.

B. 2014 ESG PROJECT FOR DIRECT SERVICES

1. initiate ESG case management, client assessment, direct service delivery coordination, data collection/reporting and client follow-up functions for those receiving homeless prevention or rapid re-housing assistance via ESG resources.

2. establish formal ESG client referral/gatekeeper protocols between the Agency and various community based service providers (both those who will access the Agency for ESG assistance for their clients and those who provide other funded services for clients in tandem with ESG).

3. target successful delivery of ESG 2014 Direct Services Project assistance and case management services to a minimum of **22 persons/families** during the duration of this Agreement.

4. perform an initial case management consultation with **one hundred percent (100%)** of those persons receiving ESG 2014 Direct Services Project assistance to identify the services required to identify their needs and to establish a plan for addressing their near homeless or homeless situation. Case management services for ESG clients shall minimally include: family interview(s)/evaluation(s); preparation of individualized case management/recovery plans; coordination of services for the targeted families; provision of ESG assistance for eligible families; individualized client referral and follow-up; establishing linkages and maintaining contact with external non-ESG resources, such as assisted housing,

social services, job training/placement, mental health and substance abuse counseling/treatment, subsidized child care, transportation, and other publicly funded agencies/resources; and completion of case management reports and outcome reports. Case management paid under this agreement shall not be duplicated by any other grants or funding received by the Agency.

5. Of the total number of ESG 2014 Direct Services Project assisted persons/families that receive comprehensive case management services, at least **50%** shall have successful housing outcomes. "Successful housing outcome" is defined as delivering case management and counseling to the family in avoiding loss of current housing; or identifying, locating, securing, and occupying affordable housing by lease or purchase for a minimum period of six (6) months after the termination of ESG 2014 Direct Services Project assistance (as reported to the Contract Managers).

III. SERVICES

A. The Agency asserts that it has the capability to perform the services identified herein and affirms its concurrence with the terms and conditions under which this assistance is provided to the Agency.

B. ESG 2015 Grant funds shall be made available to the Agency in the form of a grant to support administrative costs; HMIS data collection, integration, and information sharing; HMIS based reporting; and ancillary services required to coordinate and monitor these activities in Escambia in accordance with requirements hereunder.

C. The Detailed ESG 2015 Grant and ESG 2014 Project Budget reflecting the Agency's planned utilization of funds provided hereunder is incorporated into this Agreement on **PAGE 22.**

D. ESG data collection and reporting shall be conducted through the Homeless Management information System (HMIS) managed by the Agency, or through a compatible system that can be linked or file shared in a manner that will efficiently supply ESG required data elements to the local HMIS.

E. Agency shall substantiate and clearly document, either directly or through cooperative arrangements, the eligibility of each ESG payment issued under this Agreement. Failure of the Agency to properly document such costs will result in the Agency being required to reimburse the ESG fund for any and all ESG expenditures disbursed with respect to an ineligible cost. Complete expenditure documentation is mandatory under this Agreement.

F. Housing Relocation and Stabilization Services under ESG 2014 Project: Agency shall devise and promptly implement plans for the delivery or coordination of services for ESG eligible persons in Escambia County. The implementation planning process shall minimally incorporate client centered provisions for: comprehensive case management for each ESG assisted person; outreach to and engagement of homeless or at risk persons needing ESG services; individualized case management plans for ESG clients; housing search and placement for benefit of ESG eligible persons; availability of limited legal services for ESG

clients with issues related to rental occupancy; credit repair and financial literacy services; mechanisms for referral to non-ESG resources; data collection, integration/sharing and reporting; and ancillary services required to coordinate and monitor these activities. Agency may utilize resources in conjunction with its currently funded Challenge Grant.

G. **A MINIMUM OF 70% OF THE ESG 2014 Project FUNDS** provided through this Agreement is budgeted in support of **RAPID RE-HOUSING ACTIVITIES, which are limited to individuals and families meeting the HUD's definition of "Homeless" found at 24 CFR 576.2, or are fleeing or attempting to flee violence and implemented in accordance with 24 CFR 576.104.** Clients must have no other residence AND lack the resources and support networks to obtain other permanent housing. Under the County's Consolidated Plan, this is limited to clients at or below 30% AMI.

The Balance of the ESG 2014 Project funds may be expended by the Agency to support **Homelessness Prevention** activities, which is limited to clients below 30% AMI. Homelessness Prevention clients may be reevaluated every three months, but still must meet the income guidelines above. **Clients additionally must meet HUD's definition of "Homeless" or "At Risk of Homelessness" found at 24 CFR 576.2 and be implemented in accordance with 24 CFR 576.103.**

Funding may be moved between these two categories by request in writing from the Agency and approval by County Contract manager.

H. Within 30 days of the effective date of this Agreement Agency shall prepare a detailed ESG 2014 Project *monetary assistance matrix* (sample format below) and present same to the County for review and written approval prior to initiating services.

ESG Eligible Activity	Maximum Financial Assistance/Person-Family per month or per occurrence	Maximum Length of Assistance (months)	Maximum HPRP Benefit per Family
Financial Assistance:			
Short Term Rental Assistance			
Medium Term Rental Assistance			
Rental Assistance (in arrears)			
Security and Utility Deposits			
Utility Payments			
Utility Payments (in arrears)			
Moving Cost Assistance			
Last Resort Motel/Hotel Vouchers			

Said matrix shall establish local limitations and terms for financial assistance for individual persons/families for eligible activities, including: (a) short-term (up to 3 months) and medium-term (up to 18 months) rental assistance, (b) rental "arrears" (up to 6 months arrearage), (c) security and utility deposits (one time payment), (d) utility payments (up to 18 months including up to 6 months arrearage, (e) moving cost assistance (including short term storage not to

exceed 3 months), and (f) *last resort* motel and hotel vouchers (maximum of 30 days, but requires extensive documentation).

I. ESG 2014 Project payments SHALL NOT be made to the eligible person/family but shall be paid to the vendor (landlord, utility company, etc.) on behalf of the ESG eligible person/family.

J. Agency shall substantiate and clearly document, either directly or through cooperative arrangements, the eligibility of each ESG 2014 Direct Services Project client assisted under this Agreement. Failure of the Agency to properly document client eligibility will result in the Agency being required to reimburse the ESG fund for any and all ESG expenditures disbursed with respect to the ineligible client. Documentation shall include third party verification of client's income eligibility and compliance with requirements for limiting ESG assistance and services to Extremely Low income families, evidence of a client's basic need for ESG assistance, and all other eligibility information required by the County, HUD or their duly authorized representatives, monitoring agents or auditors. Complete ESG client eligibility documentation is mandatory under this Agreement.

K. Agency shall utilize forms, policies, checklists, client intake application and characteristics forms, income verification procedures and forms, detailed expenditure tracking spreadsheets or forms, financial records management procedures and controls, and other methods to fully document:

1. all Project level activity costs (from initial client interview through final closeout of ESG financed activities).
2. detailed income eligibility of each person/family/client assisted in any manner with ESG 2014 Direct Services Project funds (per documentation requirements established herein).
3. eligibility of all ESG payments and services provided by the Agency for the benefit of ESG clients for Financial Assistance and/or Housing Relocation and Stabilization Services (per documentation requirements established herein).
4. delivery of initial and follow-up case management services to each eligible client within ESG required time parameters and outcomes/results produced.
5. proper utilization of all ESG 2014 Direct Services Project funds provided to the Agency, or on behalf of clients of the Agency, and, if utilized in conjunction with this Project or individual ESG clients, non-ESG funds on a per client basis.

L. **Agency shall provide documentation of 100% Match of ESG 2014 Project funds per 24 CFR 576.201. State of Florida ESG funds cannot be used as match.**

IV. AGENCY INFORMATION

AGENCY:	**CONTACT PERSON:**
Name: EscaRosa Coalition on the Homeless, Inc.	Name: John Johnson
Address: 3702 N. Pace Blvd	Title: Executive Director
Pensacola, FL 32505	Phone: (850) 439-3009
	Fax: (850) 436-4656
Federal ID #: 592909065	E-mail: John.Johnson@ECOH.org

V. AGENCY PERFORMANCE REVIEWS AND RELATED REPORTS

A. Agency shall cooperate fully in completion of the periodic performance reviews as stipulated in Article VI Sections 6.2, 6.3, 6.4, and 6.5 (cumulatively referred to as "Performance Reviews") of this Agreement. Agency agrees to provide written Project reports and updates as may be required in relation to the Performance Reviews or matters related thereto. The duty to participate in Performance Reviews and to provide written reports or responses regarding the results of such performance reviews shall survive termination of this Agreement until all related issues are resolved to the satisfaction of the County.

B. Failure to cooperate in the Performance Reviews and/or to submit written responses to County requests for Project related information, documentation, implementation issues, financial issues or any related matter shall be deemed good cause for withholding further payment to the Agency, and/or termination of this Agreement in accordance with provisions of Article VI should the failure to cooperate persist.

VI. AUDIT REQUIREMENTS

The Agency receives less than $300,000 annually in direct Federal funding. The Agency shall provide the Contract Manager with the recent annual comprehensive financial statement showing the financial affairs of the Agency in accordance with Article XIV Section 14.4 of this Agreement. Agency shall also provide copies of similarly verified annual financial statements for the duration of this Agreement. Initial and subsequent comprehensive financial statements shall be reviewed and verified as to accuracy by an independent (third party) accounting professional prior to submission to the Contract Manager.

VII. PAYMENT SCHEDULE AND PROCEDURE

A. Escambia County shall issue County financed payments based upon clear and proper documentation of all costs to be paid or reimbursed by Escambia County in support of the ESG 2015 Grant and ESG 2014 Project activities provided through this Agreement. Payments shall be either made directly to the vendor on behalf and upon approval of the Agency; or alternatively, to the Agency to reimburse ESG eligible costs advanced by the Agency, as based upon voucher and supporting documentation provided to the Clerk of the Circuit Court/Finance Division, as generally summarized below:

(1) Direct Vendor Payments by County: To secure direct payments to vendors by the County, the Agency shall submit the following documentation to NED at least 14 days prior to the anticipated payment date: a request for direct payment to the specified ESG 2015 Grant or ESG 2014 Project vendor on Agency letterhead with amount, vendor and specific service(s) denoted; accurate and complete two page originally signed W-9 for payee (vendor); and an original of the vendor invoice that has been reviewed and approved for payment by the Agency (the invoice must clearly state that services were provided for the ESG 2015 grant described herein. *Direct vendor payments shall be processed by the County ONLY for individual vendor invoices that*

exceed $2,000.

(2) Reimbursement of Eligible Agency Incurred Expenses: To secure reimbursement of the Agency's ESG 2014 Project expenses as advanced by the Agency, the Agency shall provide the County full and complete documentation of the actual costs for ESG 2014 Project administration. Agency shall afford the County reasonable access to source documents to assure that costs are proper. To secure reimbursement of expenses by the County, the Agency shall submit the following documentation to NED at least 14 days prior to the anticipated payment date: a request for reimbursement of ESG 2014 Project related expenses on Agency letterhead with amount, vendor and specific service(s) denoted including a signed statement by the Agency certifying that the payment has been made; accurate and complete two page originally signed Agency W-9 (if a W-9 has not been submitted to the County within the 12 month period prior to the invoice date); a complete copy of the vendor invoice as paid by the Agency; a copy of the cancelled check or a paid receipt from the vendor evidencing payment of the invoice.

Subject to the terms of this Agreement, the County shall retain final authority for the approval or denial of payments from County and County controlled or administered funds. The County shall review and document all payments, but shall rely heavily on the Agency for revenue and expenditure source documentation.

B. Direct payment and reimbursement requests shall include costs incurred by the Agency for ESG 2014 Project and ESG 2015 Grant. Requests for payment shall reflect costs in keeping with the general Agency line items reflected in the Budget Categories on **Page 17**.

C. Upon receipt of all required eligibility and expenditure documentation and approval by the Contract Manager, the County shall issue reimbursement to the Agency within fifteen (15) days of the date of receipt of the payment request by the Escambia County Clerk of the Circuit Court/Finance Division.

D. Agency shall cooperate with County and NED in making revisions as may be required by the U. S. Department of HUD with reference to the ESG Grant and regulations related thereto.

VIII. PROJECT EVALUATION, MONITORING AND REVIEW

A. The Project will be monitored continuously based upon the documentation submitted by Agency and routine interaction between the Agency and County. Reviews shall minimally conform to that provided in Article VI of this Agreement.

B. The County shall review and evaluate Agency's performance under this Agreement and the effectiveness of the Project in keeping with the purpose and intent of the Emergency Solutions Grant Program. If found to be ineffective, modification may be made to this Agreement or this Agreement may be terminated according to the provisions contained in Article VI of the Agreement.

APPROVED ESG BUDGET CATEGORIES
(Administration and HMIS Services)

ESG 2014 Grant Budget Summary (Administration)		
		Total Amount Budgeted
Agency Administrative Cost		$ 3,648.00
Total		**$ 3,648.00**

ESG 2013 Project Budget Summary (Direct Services) ***Additional funding may be may be transferred FROM HP TO RRH if needed without Board of County Commissioner approval.***		
		Total Amount Budgeted
Rapid Re-Housing Financial Assistance		$ 26,911.00
Homelessness Prevention Financial Assistance		$11,533.00
Total		**$ 38,444.00**

EXHIBIT II

APPLICABLE INCOME LIMITS

ESCAMBIA/PENSACOLA
MAXIMUM INCOME ELIGIBILITY LIMITS

(Effective March 28, 2016)

Income Level	1 person	2 people	3 people	4 people	5 people	6 people
30% AMI	$12,550	$14,350	$16,150	$17,900	$19,350	$20,800

THE ABOVE LEVELS DENOTE THE MAXIMUM GROSS FAMILY "HOUSEHOLD" INCOME AS RECEIVED FROM ALL PERSONS RESIDING IN THE HOUSEHOLD AND FROM ALL SOURCES PROVIDING INCOME TO THE HOUSEHOLD.

EXHIBIT III

Monthly Reporting
and
Data Collection Requirements

MONTHLY STATUS REPORT
REPORT # _____

TO:	**ESCAMBIA COUNTY, NEIGHBORHOOD ENTERPRISE DIVISION**
FROM:	**ESCAROSA COALITION ON THE HOMELESS**
DATE:	
PROJECT:	
CONTRACT YR:	
For the MONTH of	

I. PROGRESS REPORT

A. DESCRIBE IN <u>DETAIL</u> WHAT TYPES OF ASSISTANCE HAVE BEEN GIVEN AND THE BREAKDOWN OF SUCH ASSISTANCE BY HOUSEHOLD CATEGORY (CLIENT CHARACTERISTIC FORM). If this information is submitted at the time of client approval please do not resubmit the data in this report. A summarization will be acceptable.

B. GIVE A COMPLETE LISTING OF THE INDIVIDUALS RECEIVING ASSISTANCE AND THE AMOUNT OF ASSISTANCE THEY RECEIVED.

C. SHOW ANY PERTINENT INFORMATION CONCERNING THE PROJECT OR FUNDS.

D. GIVE A GENERAL STATEMENT CONCERNING ACTIVITES THAT WILL TAKE PLACE DURING THE NEXT REPORTING PERIOD.

_____

MONTHLY FINANCIAL REPORT

PROJECT:	
CONTRACT YR:	
For the Month of:	
CONTRACT AMOUNT:	**$**

EXPENDITURES:

CLIENT NAME/UNIT ADDRESS **COST**

_____

_____

_____

_____

_____

Total expenditures this period **$** _____

Remaining contract amount **$** _____

Balance end of this reporting period **$** _____

Comments

_____

_____

I certify, that to the best of my knowledge, the financial and client data reported is true and correct.

_____
Authorized Signature

_____ _____
Position **Date**

Note: Include all *canceled* checks/bank statements and paid receipts for verification of spending during the report period.

SPECIFIC EMERGENCY SOLUTIONS GRANT AND HMIS DATA STANDARDS AND REPORTING REQUIREMENTS

(MANDATORY)

Agency shall maintain, update and ensure collection, and submission (as applicable) of all Emergency Solutions Grant client, service delivery, financial and/or outcome reporting data elements as required by the Program and specifically detailed on the HUD ESG website at the following links:

HMIS Data Standards – including future revisions as mandated by HUD (link to document provided below)

http://www.hudhre.info/index.cfm?do=viewResource&ResourceId=651

All required HMIS data (required data elements) applicable to services rendered under this Agreement shall be provided by the Agency through or in conjunction with the local HMIS system that is operated and maintained by The EscaRosa Coalition on the Homeless, Inc. All data must be directly entered into the local HMIS or be compatible in a manner that allows uploading of data to HMIS on a routine basis.

Agency acknowledges that the data requirements may be altered by HUD during the implementation of this initiative and the Agency may have to revise reporting elements to address such revisions. However, such changes are beyond the control of the County.

EXHIBIT IV

DOCUMENTATION OF NON-PROFIT STATUS

The EscaRosa Coalition on the Homeless, Inc.
(Insert Agency Name)

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

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Events | Name History

Detail by Entity Name

Florida Not For Profit Corporation

THE ESCAROSA COALITION ON THE HOMELESS INC.

Filing Information

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Principal Address

3702 NORTH PACE BLVD
PENSACOLA, FL 32505

Changed: 02/19/2014

Mailing Address

P.O. BOX 17222
PENSACOLA, FL 32522

Changed: 05/03/2004

Registered Agent Name & Address

Johnson, John
3702 NORTH PACE BLVD
PENSACOLA, FL 32502

Name Changed: 01/29/2015

Address Changed: 02/19/2014

Officer/Director Detail

Name & Address

Title P

Detail by Entity Name

Josephs, David, Phd
P.O. BOX 17222
PENSACOLA, FL 32522

Title V

Travis, Marsha
P.O. BOX 17222
PENSACOLA, FL 32522

Title T

JORDAN, HEATHER R
4459 B HWY 90
Pace, FL 32571

Title Secretary

Roberts, Andrea
P.O. BOX 17222
PENSACOLA, FL 32522

Annual Reports

Report Year	Filed Date
2014	02/19/2014
2015	01/29/2015
2016	02/04/2016

Document Images

02/04/2016 -- ANNUAL REPORT	View image in PDF format
01/29/2015 -- ANNUAL REPORT	View image in PDF format
02/19/2014 -- ANNUAL REPORT	View image in PDF format
02/11/2013 -- ANNUAL REPORT	View image in PDF format
04/10/2012 -- ANNUAL REPORT	View image in PDF format
04/19/2011 -- ANNUAL REPORT	View image in PDF format
01/22/2010 -- ANNUAL REPORT	View image in PDF format
04/14/2009 -- ANNUAL REPORT	View image in PDF format
03/17/2008 -- ANNUAL REPORT	View image in PDF format
02/21/2007 -- ANNUAL REPORT	View image in PDF format
01/30/2006 -- ANNUAL REPORT	View image in PDF format

EXHIBIT V

EMERGENCY SOLUTIONS GRANT PROGRAM RULES AND REGULATIONS

Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009
and related
Laws, Rules and Regulations

CERTIFICATION OF RECEIPT
Emergency Solutions Grant Program
IMPLEMENTING REGULATIONS

I/We hereby certify and affirm that Escambia County, via NED, has provided this Agency with a complete electronic copy of the current **Emergency Solutions Grant Regulations governing implementation of Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009**. Agency agrees that additional amendments to said Regulations and/or directives relating to said Regulations may be disseminated by HUD during the term of this Agreement, and upon receipt and acknowledgement of said amendments or policy directives from the County/NED, the Agency shall abide with such changes in the Emergency Solutions Grant Program as of the date the information is officially acknowledged by the Agency. Further, the Agency has been directed by the County/NED to attend appropriate training as provided by HUD or HUD contractors. Agency has also been advised to review Emergency Solutions Grant, HMIS and other training materials and information relating to the activities to be implemented through this Agreement. The Agency should routinely consult the following HUD Website on a regular (at least bi-weekly) basis for regulatory and policy updates:

http://www.hudhre.info/

Agency stipulates herein that, I/We have reviewed the Emergency Solutions Grant information identified and the website referenced above, and I/We clearly understand the requirements which govern the Emergency Solutions Grant financed activities agreed to under the terms and conditions of this Agreement. I/We also understand that clarification of any uncertainties regarding the Notice(s), policy directives, questions/answers, or requirements related thereto should be resolved by contacting the Contract Manager denoted in this Agreement. If the Contract Manager cannot resolve the question, the issue will be submitted to the HUD for review and resolution.

Further, I/We certify and acknowledge that Emergency Solutions Grant *services* are limited to a specific income level and that such targeting is a mandatory requirement in carrying out any agreement which involves delivery of services to clients and/or oversight of any agency or agencies having responsibility for delivery of such services through the Emergency Solutions Grant. I/We are familiar with the: income eligibility guidelines (income chart), income determination procedures, income verification/documentation procedures, and income compliance requirements hereunder and the penalties to be suffered by the Agency for failing to assure such compliance.

This certification is provided in lieu of including the entire text of the Notice and voluminous related materials in this Exhibit. I/We understand that additional copies of any of the referenced materials or training related to such materials will be provided upon written request directed to the Contract Manager by this Agency. As the local Homeless Continuum of Care (CoC) agency, I/We certify and affirm that Agency staff are very knowledgeable with respect to the HEARTH Act, Emergency Solutions Grant and HMIS.

Agency:

The EscaRosa Coalition on the Homeless, Inc.

By:_____

Date:_____

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 and 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:

Agency: **The EscaRosa Coalition on the Homeless, Inc.**

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:_____ ESG 2014 Project and ESG 2015 Grant
Name: Project Name
Title:

Firm/Agency: The EscaRosa Coalition on the Homeless, Inc.

Street Address: 3702 North Pace Blvd
Pensacola, Florida 32505

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

The EscaRosa Coalition on the Homeless, Inc. 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/Company: The EscaRosa Coalition on the Homeless, Inc. Date: _____

Grant Program Name: HESG 2015 Administration/HESG 2014 RRH & HP

Grant Number: E15-UC-12-0022_&_E14-UC-12-0022_____

The EscaRosa Coalition on the Homeless, 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):

Agency Service Delivery Address:

3702 N. Pace Boulevard
Pensacola, Florida 32505

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

Enter Number of Employees involved in ESG 2014 Project & ESG 2015 Grant: 4

SIGNED:_____
Certifying Officer

Agency: The EscaRosa Coalition on the Homeless, Inc.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10218 **County Administrator's Report** **12. 23.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: Forest Creek Apartments Flood Mitigation Assistance Application
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Forest Creek Apartments Flood Mitigation Assistance Application - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the competitive Federal Emergency Management Agency (FEMA) Flood Mitigation Assistance (FMA) Program Application for Forest Creek Acquisition/Relocation Project:

A. Approve submission of the competitive FEMA FMA Program Application for the Forest Creek Acquisition/Relocation Project by ARCADIS U.S., Inc;

B. Ratify the County Administrator's signature on the FEMA Grants Application Form for submission to the State; and

C. Authorize the Chairman or County Administrator, as appropriate, to execute all FMA or FEMA Grant-related documents as required to complete the application process, receive the Grant funds if awarded by FEMA and complete project related activities.

[Funding: Not Applicable at this time. Match to be provided subject to award by FEMA]

BACKGROUND:

Forest Creek Apartments, located at 34 Patton Drive in the Warrington community, is a privately owned 200-unit rental complex that is directly subsidized by the U.S. Department of Housing and Urban Development (HUD) through a contract with Marquis Group, the owner. This complex has flooded repeatedly dating back through the 1980's up through the recent April 2014 Flood event resulting in the temporary relocation of residents on each occurrence. Post-Ivan flood zone revisions place the entire complex within an AE flood zone. This complex is eligible to apply under the competitive FEMA Flood Mitigation Assistance (FMA) Program for acquisition/relocation to eliminate future flooding of the facility and to enhance safety of the residents as well as make improvements to the Jones Creek area.

With the assistance of ARCADIS U.S., Inc., a private consulting firm, an application is being completed to be filed through the FEMA online system which is due to the State May 3, 2016, and to FEMA June 15, 2016. Application was made last year and in 2014, but was not recommended for award. This year's application will once again compete nationally with other submittals with a funding decision to be rendered late spring 2017. If awarded, the FMA Grant will approximate $19.8M, including local share, and will provide for the acquisition of the existing complex, relocation of all 200 tenants to alternate HUD-approved housing, demolition of the existing buildings and all site improvements, and restoration of the property to a natural state effectively to enhance stormwater retention in this area. The future use of the property would be deed restricted to prohibit redevelopment. If selected for funding, the local share of the project will be a minimum of 10% of the total cost. Required match for this project would come from RESTORE project funding of $2,029,200.

BUDGETARY IMPACT:

The Grant application totals $19,841,995.15. Of this total, a minimum of 10% is required as a local share. The local share will be borne primarily through RESTORE funds.

Funding will committed by the Board if the grant is awarded by FEMA.

LEGAL CONSIDERATIONS/SIGN-OFF:

Not applicable to this recommendation.

PERSONNEL:

No impact to County personnel at this time.

POLICY/REQUIREMENT FOR BOARD ACTION:

The filing of the FMA grant application and the related execution of grant forms and certifications by the County Administrator or Board Chair, as appropriate, are to be approved by the Board.

IMPLEMENTATION/COORDINATION:

If awarded, grant coordination will be provided through the Natural Resources Management Department and Neighborhood & Human Services Department and potentially supplemented by outside consultant(s) with FEMA expertise.

Attachments

FEMA Application Forms

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
FEMA GRANTS APPLICATION

O.M.B. No. 1660-0025
Expires September 30, 2017

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 0.75 per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting the form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless it displays a valid OMB control number is displayed in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington VA 20598-3005, Paperwork Reduction Project (1660-0025) **NOTE: Do not send your completed form to this address.**

1. Type of Submission:*

- ☐ Pre-application
- ☒ Application
- ☐ Changed/Correct Application

2. Type of Application:*

- ☒ New
- ☐ Continuation
- ☐ Revision

* If Revision, select appropriate letter(s)

* Other (Specify)

3. Date Received:*

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:*

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. Applicant Information:

a. Legal Name:* Escambia County

b. Employer/Taxpayer Identification Number (EIN/TIN):* 596,000,598

c. State Application Identifier:* DUNS: 075079673

d. Address:

Street 1:* 221 Palafox Place

Street 2:

City:* Pensacola

County/Parish: Escambia

State:* FL

Province:

Country:* USA

Zip/Postal Code:* 32502

e. Organizational Unit:

Department Name:

Division:

f. Name and Contact Information of Person to be Contacted on Matters Involving this Application:

Prefix:

First Name:*

Middle Name:

Last Name:*

Title:

Organizational Affiliation:

Telephone Number:

Fax Number:

E-mail:*

9. Type of Applicant:

Applicant 1: County Government

Applicant 2: Select Applicant Type

Applicant 3: Select Applicant Type

Other (Specify):

10. Catalog of Federal Domestic Assistance (CFDA):

Number: 97.029 Title: Flood Mitigation Assistance

11. Funding Opportunity:*

Number: DHS-16-MT-029-000-99 Title: FY16 Flood Mitigation Assistance

12. Competition Identification:

Number: Title:

13. Areas Affected by Projects (Cities, Counties, States, etc.) if more space needed please use continuation sheet:

Unincorporated Escambia County

14. Descriptive Title of Applicants Project:*

The project includes acquisition of the site, demolition of all structures and restoration of Jones Creek, to also include public park and stormwater.

15. Congressional Districts of:*

Applicant: FL-001 Project:

16. Proposed Project:*

Start Date: 3/1/2017 End Date: 3/1/2020

17. Estimated Funding ($):*

Federal: 17,812,797 Applicant:

State: Other:

Local: 2,029,199 Program Income:

Total: 19,841,996

18. Is Application Subject to Review by State Under Executive Order (EO) 12372 Process?:*

☐ a. This application was made available to the State under EO 12372 Process for Review on:

☐ b. Program is Subject to EO 12372, but has not been selected by the State for review.

☐ c. Program is not covered under EO 12372.

19. Is the Applicant Delinquent on Any Federal Debt? (If Yes, Provide an Explanation in Attachment):* ☐ Yes ☒ No

20. By signing this application, I certify (1) to the statements contained in the list of certifications and (2) the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware any false, fictitious or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (US Code, Title 218, Section 1001)***

☒ I Agree

Authorized Representative:

Prefix: First Name:* Jack Middle Name: R. Last Name:* Brown

Title:* County Administrator Organizational Affiliation:

Telephone Number:* +1 (850) 595-4947 Fax Number: E-mail:* jrbrown@co.escambia.fl.us

Signature of Authorized Representative:* Date Signed:* 04-28-2016

Areas Affected by Projects (continuation sheet):

Applicant Federal Debt Delinquency Explanation:
The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debit. Try to avoid extra spaces and carriage returns to maximize the availability of space.

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

ASSURANCES-NONCONSTRUCTION PROGRAMS

O.M.B NO. 1660-0025
Expires September 30, 2017

Paperwork Burden Disclosure Notice

Public reporting burden for this data collection is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street SW, Washington, DC 20472 Paperwork Reduction Project (1660-0025). **NOTE: Do not send your completed form to this address.**

NOTE:
Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability *(including funds sufficient to pay the non-Federal share of project costs)* to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4727-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statues or regulations specified in Appendix A of OPM's Standards for Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statues relating to nondiscrimination. These include but are not limited to: (a) 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; (b) Title IV of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970,) P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 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; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et. seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provision in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application. 7. Will comply, or has already complied, with the requirements of Title II and III of the Uniformed Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchase.

8. Will comply with provisions of Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principle employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7) the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable with flood insurance purchase requirements of Section 102a of the Flood Disaster Protection Act of 1973 (P.L. 93-234)which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988;(e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16) U.S.C. Sections 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176 (c) of the Clear Air Act of 1955, as amended (42 U.S.C. Section et seq.); (g) protection underground sources of drinking water under Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the wild and Scenic Rivers Act of 1968 (16 U.S.C. Sections 1271 et seq.) related to protecting components of the national wild and scenic rivers systems.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-et seq.).

ASSURANCES-NONCONSTRUCTION PROGRAMS Cont.

14. Will comply with P.L 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 9-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poising Prevention Act (42 U.S.C. Sections 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws,executive orders, regulations and policies governing this program.

19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

ASSURANCES-CONSTRUCTION PROGRAM

O.M.B NO. 1660-0025
Expires September 30, 2017

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NOTE

Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain federal assistance awarding agencies may require applicants to certify additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability *(including funds sufficient to pay the non-Federal Share of project cost)* to ensure proper planning, management, and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the States, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a paper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict to interest, or personal gain.

8. Will comply with Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statues or regulations specified in Appendix A of OPM's standards for a Merit System of Personnel Administration (5 C.F.R. 900-subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4801-et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statues relating to non-discrimination. These include but are not limited to: (a) 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; (b)Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sections 794) which prohibits discrimination on the basis of; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-61-7) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office Treatment Act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the bases of abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the bases of alcohol abuse or alcoholism; (g) Sections 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; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Sections et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) and other non-discrimination provisions in the specific statutes(s) under which application for Federal assistance is being made, and (j) the requirements on any other non-discrimination Statues(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and Federally assisted programs. These requirements apply to all interest in real property

12. Will comply with the provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 27a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Section 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333) regarding labor standards for Federally assisted construction subagreements.

14. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance in the total cost of insurable construction and acquisition is $ 10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (E.O.) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management programs developed under the Coastal Zone Management Act of 1973 (16 U.S.C. Sections 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementations Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); (H) Protection of Endangered species Act of 1973, as amended, (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Sections 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 46s-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.

20. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

21. It will obtain approval by the appropriate Federal agencies of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the cost of the project, use of space, or functional layout; that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

22. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.

23. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117-1961, as modified (41CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

24. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, 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.

25. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Non-profit Organization" including but not limited to, the "Lobbying Revision" published in vol 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

O.M.B NO. 1660-0025
Expires September 30, 2017

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Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying" and 28 CFR Part 17, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the transaction, grant, or cooperative agreement.

1. LOBBYING

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over $ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

☐ Standard Form-LLL "Disclosure of Lobbying Activities" attached
(This form must be attached to certification if non-appropriated funds are to be used to influence activities.)

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public 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 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 had one or more public transactions (Federal, State, or local) terminated for cause of default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17.615 and 17.620-

A. The applicant certifies that it will continue to 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 prohibition;

(b) Establishing an on-going 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 to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the term of the statement; and

(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring ion the workplace no later than five calendar days after such convictions;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar 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, consistent with the requirements of the Rehabilitation act of 1973, as amended; or

(2) Requiring such an 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).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

221 Palafox Place, Suite 200
Escambia County
Pensacola, FL 32502

☐ There are workplaces on file that are not identified

Sections 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a state wide certification.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10136 **County Administrator's Report** **12. 24.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: Purchase of Five Vehicles for the Building Inspections Department VE 15-16.005
From: Donald R. Mayo, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Five Vehicles for the Building Inspections Department - Donald R. Mayo, Building Inspections Department, Director/Building Official

That the Board authorize the County to utilize the State of Florida Term Contract #25100000-16-1, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and award a Purchase Order for five 2016 Chevrolet Equinox Sport Utility Vehicles, Model # 1LH26, for the Building Inspections Department, to Garber Chevrolet Buick Pontiac GMC Truck, Inc., in the amount of $105,830, according to Specification Number VE 15-16.005, Building Inspections Sport Utility Vehicles - FWD- 4 DOOR- 2 Wheel Drive.

[Funding: Fund 406, Building Inspections Fund, Cost Center 250111, Object Code 56401]

BACKGROUND:

In accordance with Board Policy adopted on September 16, 2013 regarding the posting of pending vehicle and equipment purchases sourced from State of Florida Term Contracts, Federal Schedules or other Purchasing Cooperative contracts sanctioned for use by Escambia County, Florida Board of County Commissioners, to allow for local vendors to make offers that meet or beat the stated purchase price, specifications for VE 15-16.005 was posted on the myescambia.com website for 30 days from March 9, 2016 to April 7, 2016. The posting on the Escambia County website at http://www.myescambia.com/business/pending-vehicle-and-equipment-purchases was based on pricing obtained from Garber Chevrolet Buick Pontiac GMC Truck, Inc. and the State of Florida Contract #25100000-16-1. No other quotes were received on this posting. The current low bidder for the model specified on the State of Florida Term Contract #2500000-16-1 is Garber Chevrolet Buick Pontiac GMC Truck, Inc.

BUDGETARY IMPACT:

Funding: Fund 406, Building Inspections Fund, Cost Center 250111, Administration, Object Code 56401.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions, and section 46-64, Board Approval, and Award a Purchase Order.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

VE 15-16.005

Garber Chevrolet - 2016 Equinox Quote

Claudia Simmons, Manager
Office of Purchasing

The Building Inspections Department of Escambia County, Florida desires to purchase:

Quantity: Five (5) ea.

Base Description:

Year: 2016 - or current manufacturer's year

Model: SPORT UTILITY VEHICLE - FWD - 4 DOOR - 2 WHEEL DRIVE

Color: WHITE

Equipment: See Specification page(s)

Warranty: See Specification page(s)

Options required:

See specifications page(s)

Delivery Required (from order date):

60-90 days after receipt of order

Maximum Budgeted Purchase Amount:

$ 21,166.00 per unit ($ 105,830.00 Total)

VE 15-16.005 Building Inspections Sport Utility Vehicles- FWD- 4 DOOR- 2 Wheel Drive

VE 15-16.005 Building Inspections Sport Utility Vehicles- FWD- 4 DOOR- 2 Wheel Drive

SELECTED MODEL & OPTIONS OR EQUAL

SELECTED MODEL - 2016 Fleet/Non-Retail 1LH26 FWD 4dr LT
Code Description MSRP
1LH26 2016 FWD 4dr LT
SELECTED VEHICLE COLORS - 2016 Fleet/Non-Retail 1LH26 FWD 4dr LT
Code Description
- Interior: No color has been selected.
- Exterior 1: No color has been selected.
- Exterior 2: No color has been selected.

SELECTED OPTIONS - 2016 Fleet/Non-Retail 1LH26 FWD 4dr LT
CATEGORY
Code Description MSRP
EMISSIONS
FE9 EMISSIONS, FEDERAL REQUIREMENTS $0.00
ENGINE
LEA ENGINE, 2.4L DOHC 4-CYLINDER SIDI (SPARK IGNITION DIRECT INJECTION) with VVT (Variable Valve Timing) (182 hp [135.7 kW] @ 6700 rpm, 172 lb-ft [232.2 N-m] @ 4900 rpm) (STD)
$0.00
GVWR
GZL GVWR, 4960 LBS. (2250 KG) (Requires front-wheel drive vehicles and (LEA) 2.4L DOHC 4-cylinder SIDI engine.)
$0.00
TRANSMISSION
MX0 TRANSMISSION, 6-SPEED AUTOMATIC WITH OVERDRIVE (STD) $0.00
AXLE
F82 AXLE, 3.23 FINAL DRIVE RATIO (Requires 1LH26 model and (LEA) 2.4L DOHC 4-cylinder SIDI engine.)
$0.00
PREFERRED EQUIPMENT GROUP
1LT LT PREFERRED EQUIPMENT GROUP Includes Standard Equipment $0.00
Report content is based on current data version referenced. Any performance-related calculations are offered solely as
guidelines. Actual unit performance will depend on your operating conditions.

2016 Fleet/Non-Retail FWD 4dr LT 1LH26

SELECTED MODEL & OPTIONS OR EQUAL

SELECTED OPTIONS - 2016 Fleet/Non-Retail 1LH26 FWD 4dr LT
CATEGORY
Code Description MSRP
WHEELS
RVF WHEELS, 17" (43.2 CM) ALUMINUM (STD) $0.00
TIRES
QYZ TIRES, P225/65R17 ALL-SEASON, BLACKWALL (Included and only available with (RVF) 17" (43.2 cm) aluminum wheels.) (STD)
$0.00
PAINT
GAZ SUMMIT WHITE $0.00
PAINT SCHEME
___ STANDARD PAINT $0.00
SEAT TYPE
AR9 SEATS, DELUXE FRONT BUCKET (STD) $0.00
SEAT TRIM
AFJ JET BLACK, PREMIUM CLOTH SEAT TRIM $0.00

VE 15-16.005 Building Inspections Sport Utility Vehicles- FWD- 4 DOOR- 2 Wheel Drive

RADIO
UFU AUDIO SYSTEM, MYLINK RADIO, 7" DIAGONAL COLOR
TOUCH-SCREEN DISPLAY AM/FM/SIRIUSXM STEREO with MP3
playback capability, outside temperature indicator and Radio Data
System (RDS), includes Bluetooth streaming audio for select phones;
voice-activated technology for radio and phone; Hands-Free smartphone
integration with Pandora and Stitcher; Gracenote (Playlist+, Album Art)
(May be upgraded to (UHQ) MyLink radio with Navigation.)
(STD)
$0.00
ADDITIONAL EQUIPMENT
FHS E85 FLEXFUEL CAPABLE, FOR 2.4L DOHC 4-CYLINDER ENGINE
(Available with (FE9) Federal emissions only. Included on Fleet and
Government order types.)
$0.00
Report content is based on current data version referenced. Any performance-related calculations are offered solely as
guidelines. Actual unit performance will depend on your operating conditions.

2016 Fleet/Non-Retail FWD 4dr LT 1LH26
SELECTED MODEL & OPTIONS OR EQUAL

SELECTED OPTIONS - 2016 Fleet/Non-Retail 1LH26 FWD 4dr LT
CATEGORY
Code Description MSRP
OPTIONS TOTAL $0.00
Report content is based on current data version referenced. Any performance-related calculations are offered solely as
guidelines. Actual unit performance will depend on your operating conditions.

2016 Fleet/Non-Retail FWD 4dr LT 1LH26
STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail 1LH26 FWD 4dr LT
ENTERTAINMENT

- Audio system, MyLink radio, 7" diagonal color touch-screen display AM/FM/SiriusXM stereo with MP3 playback capability, outside temperature indicator and Radio Data System (RDS), includes Bluetooth streaming audio for select phones; voice-activated technology for radio and phone; Hands-Free smartphone integration with
Pandora and Stitcher; Gracenote (Playlist+, Album Art) (May be upgraded to (UHQ) MyLink radio with Navigation.)
- Audio system feature, 80-watt 6-speaker system mid-range speakers in each door and tweeters in the A-pillars
(Upgradeable to (UZ8) Pioneer premium 8-speaker sound system.)
- Audio system feature, auxiliary input jack
- Audio system feature, USB port
- SiriusXM Satellite Radio is standard on nearly all 2016 models. Enjoy a 3-month All Access trial subscription with over 150 channels including commercial-free music, plus sports, news and entertainment. Plus listening on the
app and online is included, so you'll hear the best SiriusXM has to offer, anywhere life takes you. Welcome to the
world of SiriusXM. (IMPORTANT: The SiriusXM Satellite Radio trial package is not provided on vehicles that are

VE 15-16.005 Building Inspections Sport Utility Vehicles- FWD- 4 DOOR- 2 Wheel Drive

ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you
choose will automatically renew thereafter and you will be charged according to your chosen payment method at
then-current rates. Fees and taxes apply. To cancel you must call us at 1-866-635-2349. See our Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change.)

- Antenna, roof-mounted
- Bluetooth for phone personal cell phone connectivity to vehicle audio system and HMI (Human Machine Interface)

(Upgraded to MyLink radio with Bluetooth streaming audio for music and select phones.)

- OnStar with 4G LTE and built-in Wi-Fi hotspot to connect to the internet at 4G LTE speeds, includes 3GB or 3 months OnStar Data Trial (whichever comes first) (Available 4G LTE Wi-Fi requires compatible mobile device, active OnStar subscription and data plan after trial.)

Report content is based on current data version referenced. Any performance-related calculations are offered solely as
guidelines. Actual unit performance will depend on your operating conditions.

2016 Fleet/Non-Retail FWD 4dr LT 1LH26

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail 1LH26 FWD 4dr LT

EXTERIOR

- Wheels, 17" (43.2 cm) aluminum
- Tires, P225/65R17 all-season, blackwall (Included and only available with (RVF) 17" (43.2 cm) aluminum wheels.)
- LT Exterior Appearance includes body-color bumpers with Charcoal lowers, Charcoal luggage rails, body-color door

handles, body-color outside mirrors and 17" aluminum wheels

- Tire, compact spare with steel wheel
- Luggage rack side rails, roof-mounted
- Bumpers, body-color with Charcoal lowers
- Moldings, Charcoal lower rocker
- Rocker moldings, door mounted, Charcoal
- Grille, Black with chrome surround
- Headlamps, halogen projector style
- Glass, deep-tinted (all windows except light-tinted glass on windshield and driver- and front passenger-side glass)
- Mirrors, outside heated power-adjustable, body-color, manual-folding
- Wipers, front variable-speed, intermittent with washer
- Wiper, rear variable-speed, intermittent with washer
- Liftgate, rear manual with fixed glass
- Door handles, body-color

Report content is based on current data version referenced. Any performance-related calculations are offered solely as
guidelines. Actual unit performance will depend on your operating conditions.

VE 15-16.005 Building Inspections Sport Utility Vehicles- FWD- 4 DOOR- 2 Wheel Drive

2016 Fleet/Non-Retail FWD 4dr LT 1LH26

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail 1LH26 FWD 4dr LT

INTERIOR

- Seats, Deluxe front bucket
- Interior, Premium Cloth
- Seat adjuster front driver power lumbar and power height adjuster
- Seat, rear, 2-way fore/aft adjustment with 60/40 split seatback and 3-way recline
- Console, front center with armrest and concealed storage
- Armrest, rear center with dual cup holders
- Floor mats, carpeted front
- Floor mats, carpeted rear
- Steering wheel, comfort grip vinyl with mounted cruise and audio controls
- Steering wheel controls, mounted audio controls
- Steering column, tilt and telescopic
- Instrumentation includes speedometer, single trip odometer, fuel level, engine temperature and tachometer
- Driver Information Center monitors 26 various systems including, Vehicle Information Menu (oil life, tire pressure,
standard/metric units), Trip Information Menu (trip 1, trip 2, fuel range, average fuel economy, instant fuel economy,
average vehicle speed) and compass display
- Compass display included in Driver Information Center (DIC)
- Windows, power with Express-Down on all 4 doors
- Door locks, power programmable with power lockout protection
- Remote Keyless Entry with 2 transmitters, panic button, content theft alarm activation verification and illuminated
entry
- Cruise control, electronic with set and resume speed
- Rear Vision Camera
- Theft-deterrent system, anti-theft alarm and engine immobilizer
- Air conditioning, manual climate control
- Defogger, rear-window electric

Report content is based on current data version referenced. Any performance-related calculations are offered solely as
guidelines. Actual unit performance will depend on your operating conditions.

VE 15-16.005 Building Inspections Sport Utility Vehicles- FWD- 4 DOOR- 2 Wheel Drive

2016 Fleet/Non-Retail FWD 4dr LT 1LH26

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail 1LH26 FWD 4dr LT

- Cupholders, 2 front in center console and 2 rear in center armrest with 1 bottle holder in each door
- Power outlets, 4 auxiliary with covers, 12-volt includes 1 front of console, 1 in console, 1 in back of console and 1 in
cargo area
- Mirror, inside rearview manual day/night
- Visors, driver and front passenger illuminated vanity mirrors
- Assist handles, front passenger and rear outboards
- Map pocket, front seatback, driver and front passenger
- Lighting, interior with theatre dimming, center-mounted dome, rear cargo area, dual front map lights, ambient lighting
on center stack surround, and center console cupholders (Includes ambient lighting on instrument panel and center
console.)

MECHANICAL

- Engine, 2.4L DOHC 4-cylinder SIDI (Spark Ignition Direct Injection) with VVT (Variable Valve Timing) (182 hp [135.7
kW] @ 6700 rpm, 172 lb-ft [232.2 N-m] @ 4900 rpm)
- Transmission, 6-speed automatic with overdrive
- Axle, 3.23 final drive ratio (Requires 1LH26 model and (LEA) 2.4L DOHC 4-cylinder SIDI engine.)
- GVWR, 4960 lbs. (2250 kg) (Requires front-wheel drive vehicles and (LEA) 2.4L DOHC 4-cylinder SIDI engine.)
- Alternator, 120 amps
- Battery, maintenance free with rundown protection, 525 CCA
- Drivetrain, front-wheel drive
- Suspension, front independent MacPherson strut with stabilizer bar, optimally-tuned shocks and hydraulic-ride
bushings in front control arms
- Suspension, rear independent multi-link with hydraulic rear trailing arm links and stabilizer bar
- Suspension, Refined Ride
- Steering, power-assist, electric-variable
- Brakes, 4-wheel antilock, 4-wheel disc
- Exhaust, single

Report content is based on current data version referenced. Any performance-related calculations are offered solely as
guidelines. Actual unit performance will depend on your operating conditions.

VE 15-16.005 Building Inspections Sport Utility Vehicles- FWD- 4 DOOR- 2 Wheel Drive

2016 Fleet/Non-Retail FWD 4dr LT 1LH26

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail 1LH26 FWD 4dr LT

PROCESSING-OTHER

- E10 Fuel capable (May be upgraded to (FHS) E85 FlexFuel Capable with (FE9) Federal emissions.)

SAFETY

- Brakes, brake assist
- Brakes, Hill Start-Assist (HSA)
- Traction control
- StabiliTrak, electronic stability control system
- Daytime Running Lamps, LED
- Air bags, dual-stage, frontal, driver and right front passenger with passenger sensing system, Thorax side-impact,
seat mounted, driver and right front passenger, head curtain, side front and rear outboard seating positions (Always
use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child
restraint. See the Owner's Manual for more information.)
- Air bag, Passenger Sensing System, sensor indicator inflatable restraint, front passenger/child presence detector
(Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owners Manual for more information.)
- OnStar Guidance Plan for 6 months including Automatic Crash Response, Stolen Vehicle Assistance, Roadside
Assistance, Turn-by-Turn Navigation, Advanced Diagnostics and more (trial excludes Hands-Free Calling) (Visit
www.onstar.com for coverage map, details and system limitations. Services vary by model and conditions.)
- OnStar Basic Plan for 5 years including limited RemoteLink mobile app services, Advanced Diagnostics and Dealer
Maintenance Notification (Basic Plan available for 5 years from the date of vehicle delivery, and is transferable. Does not include Emergency, Security or Navigation services.)
- Safety belts 3-point, driver and right-front passenger, height-adjustable includes pretensioners
- Safety belts, 3-point, rear, all seating positions
- Door locks, rear child security
- LATCH system (Lower Anchors and Top tethers for CHildren), for child safety seats
- Tire Pressure Monitor System (Does not monitor spare.)

Report content is based on current data version referenced. Any performance-related calculations are offered solely as
guidelines. Actual unit performance will depend on your operating conditions.

VE 15-16.005 Building Inspections Sport Utility Vehicles- FWD- 4 DOOR- 2 Wheel Drive

2016 Fleet/Non-Retail FWD 4dr LT 1LH26
WARRANTY INFORMATION

WARRANTY INFORMATION - 2016 Fleet/Non-Retail 1LH26 FWD 4dr LT
WARRANTY
Basic:
3 Years/36,000 Miles
Drivetrain:
5 Years/60,000 Miles
Qualified Fleet Purchases: 5 Years/100,000 Miles
Corrosion:
3 Years/36,000 Miles
Rust-Through
6 Years/100,000 Miles
Roadside Assistance:
5 Years/60,000 Miles
Qualified Fleet Purchases: 5 Years/100,000 Miles
Maintenance:
2 Years/24,000 Miles
2 visits
Report content is based on current data version referenced. Any performance-related calculations are offered solely as
guidelines. Actual unit performance will depend on your operating conditions.

2016 Fleet/Non-Retail FWD 4dr LT 1LH26
TECHNICAL SPECIFICATIONS

POWERTRAIN - BASIC SPECIFICATIONS - 2016 Fleet/Non-Retail 1LH26 FWD 4dr LT
ENGINE
Engine Order Code LEA
Engine Type Gas I4
Displacement 2.4/145 CID
SAE Net Horsepower @ RPM 182 @ 6700
SAE Net Torque (lb ft) @ RPM 172 @ 4900
TRANSMISSION
Transmission order code MX0
Transmission Type Description * 6-Speed Automatic
Drive Train Front Wheel Drive
MILEAGE
City EPA fuel economy estimate (MPG) 22.00
Hwy EPA fuel economy estimate (MPG) 32.00
City cruising range (mi) 413.60
Hwy cruising range (mi) 601.60
* Indicates equipment which is in addition to or replaces base model's standard equipment.
Report content is based on current data version referenced. Any performance-related calculations are offered solely as
guidelines. Actual unit performance will depend on your operating conditions.

VE 15-16.005 Building Inspections Sport Utility Vehicles- FWD- 4 DOOR- 2 Wheel Drive

2016 Fleet/Non-Retail FWD 4dr LT 1LH26

TECHNICAL SPECIFICATIONS

POWERTRAIN - ADVANCED SPECIFICATIONS - 2016 Fleet/Non-Retail 1LH26 FWD 4dr LT

TRANSMISSION

Gear Ratio (:1)
First Gear Ratio (:1) 4.48
Second Gear Ratio (:1) 2.87
Third Gear Ratio (:1) 1.84
Fourth Gear Ratio (:1) 1.41
Fifth Gear Ratio (:1) 1.00
Sixth Gear Ratio (:1) 0.74
Reverse Ratio (:1) 2.88
Clutch size (in)
Final Drive Axle Ratio (:1) 3.23

TRANSFER CASE

Transfer case model
Gear Ratio (:1)
Transfer case high gear ratio
Transfer case low gear ratio
Transfer case power take off

ELECTRICAL

Battery 1
Battery cold cranking Amps @ 0 F 525.00
Alternator
Alternator Amps 120.00

COOLING SYSTEM

Cooling system capacity 8.90

* Indicates equipment which is in addition to or replaces base model's standard equipment.
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guidelines. Actual unit performance will depend on your operating conditions.

2016 Fleet/Non-Retail FWD 4dr LT 1LH26

TECHNICAL SPECIFICATIONS

PAYLOAD/TRAILERING SPECIFICATIONS - 2016 Fleet/Non-Retail 1LH26 FWD 4dr LT

WEIGHT INFORMATION

Base curb weight (lbs) 3,788.00

TRAILERING Max Trailer Wt. Max Tongue Load

Dead Weight Hitch (lbs) 1,500.00 150.00
Weight Distributing Hitch (lbs) 1,500.00 225.00
Fifth Wheel Hitch (lbs)

* Indicates equipment which is in addition to or replaces base model's standard equipment.
Report content is based on current data version referenced. Any performance-related calculations are offered solely as
guidelines. Actual unit performance will depend on your operating conditions.

VE 15-16.005 Building Inspections Sport Utility Vehicles- FWD- 4 DOOR- 2 Wheel Drive

2016 Fleet/Non-Retail FWD 4dr LT 1LH26

TECHNICAL SPECIFICATIONS

CHASSIS SPECIFICATIONS - 2016 Fleet/Non-Retail 1LH26 FWD 4dr LT
SUSPENSION Front Rear
Suspension Type MacPherson strut Multi link
Suspension Type (cont.)
Shock Absorber Diameter (mm) N/A N/A
Stabilizer Bar Diameter (in) - TBD -
BRAKES
Brake type Pwr
ABS System 4-Wheel
Front Rear
Disc Yes Yes
Rotor Diam x Thickness (in) 12.6 x 1.18 11.9 x 0.78
Drum
Drum Diam x Width (in)
TIRES Front Rear Spare
Tire Order Code QYZ QYZ N/A
Tire Size P225/65R17 P225/65R17 Compact
WHEELS Front Rear Spare
Wheel Size 17 x - TBD - 17 x - TBD - Compact
Wheel Type Aluminum Aluminum Steel
STEERING
Steering type Pwr
Ratio (:1)
Overall 18.10
Lock-to-Lock Turns 3.46
Turning Diameter
Curb-to-Curb 40.00
Wall-to-Wall - TBD -
Report content is based on current data version referenced. Any performance-related calculations are offered solely as
guidelines. Actual unit performance will depend on your operating conditions.

2016 Fleet/Non-Retail FWD 4dr LT 1LH26

TECHNICAL SPECIFICATIONS

CHASSIS SPECIFICATIONS - 2016 Fleet/Non-Retail 1LH26 FWD 4dr LT
FUEL TANK Main
Capacity 18.80
* Indicates equipment which is in addition to or replaces base model's standard equipment.
Report content is based on current data version referenced. Any performance-related calculations are offered solely as
guidelines. Actual unit performance will depend on your operating conditions.

VE 15-16.005 Building Inspections Sport Utility Vehicles- FWD- 4 DOOR- 2 Wheel Drive

2016 Fleet/Non-Retail FWD 4dr LT 1LH26

TECHNICAL SPECIFICATIONS

DIMENSIONS - 2016 Fleet/Non-Retail 1LH26 FWD 4dr LT

EXTERIOR DIMENSIONS

Wheelbase (in) 112.50
Length, Overall w/rear bumper (in)
Length, Overall (in) 187.80
Width, Max w/o mirrors (in) 72.50
Height, Overall (in) 66.30
Tread Width
Track Width, Front 62.90
Track Width, Rear 62.10
Min Ground Clearance (in) 6.90
Rear Door
Rear Door Opening Height 28.80
Rear Door Opening Width - TBD -

CARGO AREA DIMENSIONS

Length @ Floor
Cargo Area Length @ Floor to Seat 1 - TBD -
Cargo Area Length @ Floor to Seat 2 - TBD -
Cargo Area Length @ Floor to Seat 3
Width
Cargo Area Width @ Beltline - TBD -
Cargo Box Width @ Wheelhousings - TBD -
Cargo Box (Area) Height (in) - TBD -
Liftover Height (in) 28.80
Cargo Volume
Cargo Volume to Seat 1 63.7
Cargo Volume to Seat 2 31.5
Cargo Volume to Seat 3

Report content is based on current data version referenced. Any performance-related calculations are offered solely as
guidelines. Actual unit performance will depend on your operating conditions.

2016 Fleet/Non-Retail FWD 4dr LT 1LH26

TECHNICAL SPECIFICATIONS

DIMENSIONS - 2016 Fleet/Non-Retail 1LH26 FWD 4dr LT

INTERIOR DIMENSIONS

Passenger Capacity 5
Passenger Volume (ft^3) 99.70
EPA Classification 2WD Sport Utility
Seating Position Front Second
Head Room (in) 40.90 39.20
Leg Room (in) 41.20 39.90
Shoulder Room (in) 55.80 55.30
Hip Room (in) 54.60 51.10

* Indicates equipment which is in addition to or replaces base model's standard equipment.

Report content is based on current data version referenced. Any performance-related calculations are offered solely as
guidelines. Actual unit performance will depend on your operating conditions.

Posting Date	Wednesday, March 9, 2016
Due Date for Offers	Thursday, April 7, 2016
Depart. Contact	Gerald Wooten, Accountant, Building Inspections Department
Fleet Maint.	Terry Gray, Fleet Maintenance

VE 15-16.005 Building Inspections Sport Utility Vehicles- FWD- 4 DOOR- 2 Wheel Drive

Offers for the sale of vehicles meeting the specifications for VE 15-16.005 Building Inspections Department Vehicle Purchase #1 as listed will be accepted until **5:00 pm on Thursday, April 7, 2016**. Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing, 2nd floor, Room 11.101,
Matt Langley Bell, III Bldg.,
213 Palafox Place, Pensacola, Florida 32502
And clearly marked with the Specification Number VE 15-16.005 Building Inspections Sport Utility Vehicles- FWD – 4 Door – 2 Wheel Drive and the name of the offerer.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

Office of Purchasing 213 Palafox Place, 2nd Floor Matt Langley Bell III Bldg, Pensacola, Florida 32502

Price Quote Form (PQF)- Motor Vehicles

Contract No.: 25100000-16-1.

Updated 1/6/2016

(STATE AGENCIES MUST ALSO SUBMIT MP6301)

Important - Contractor's must select Vendor Name, Vehicle Group (Drop Down), and Line No. for the sheet to work.

Formulas are included in the BLUE and YELLOW shaded columns (auto-calculate)
Please complete only the unshaded white cells

Awarded Contractor Information

Vendor Name: (Drop Down)	**Garber Chevrolet Pontiac GMC Truck**				
Street Address:	**3340 Highway 17**				
City, State, Zip:	**Green Cove Springs, FL 32043**				
Contact Person:	Ryan Davis	**Title:**	Fleet Sales		
Original Quote Date:	3/7/2016	**Revised Quote Date:**		**Est. Delivery:**	90-120 Days
Phone #'s: **Primary:**	**904-264-2442**	**Secondary:**			
Email Address:	rdavis@garberautomall.com				
Fax #:	904-284-0054				

Requesting Agency Information

Agency Name:	**Escambia County Building Inspections Department**		
Contact Person:	**Gerald K. Wooten**	**Title:**	Accountant
Phone #'s:	850.595.3586		
Email Address:	GKWOOTEN@co.escambia.fl.us		
Fax #:			

Secondary Contact for Agency: (optional)

Contact Person:		**Title:**	
Phone #'s:			
Email Address:			
Fax #:			

UNSPSC Commodity Code	Vehicle Group (Drop Down)	Line No.	Sub Group
25101507	Group 4: Light Trucks or Sport Utility Vehicles; Sub-Groups A-B Sports Utility Vehicle	2	Sub-Group A: SPORT UTILITY VEHICLE, 2WD

Representative Model Description	Base Vehicle Price	OEM Options Discount %
2016 Chevrolet Equinox FWD 4dr LT (1LH26)	$ 21,166.00	3.00%

Manufacturer's OEM Option Code(s)	Description	MSRP $##.##	OEM Options Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
1LT	LT PREFERRED EQUIPMENT GROUP	$ -	0	$ -	$ -
LEA	ENGINE, 2.4L DOHC 4-CYLINDER SIDI	$ -	0	$ -	$ -
MX0	TRANSMISSION, 6-SPEED AUTOMATIC WITH OVERDRIVE	$ -	0	$ -	$ -
RVF	WHEELS, 17" (43.2 CM) ALUMINUM	$ -	0	$ -	$ -
QYZ	TIRES, P225/65R17 ALL-SEASON, BLACKWALL	$ -	0	$ -	$ -
GAZ	SUMMIT WHITE (Or Standard Paint, See p.21 of Specs-MSRP)	$ -	0	$ -	$ -
AR9	SEATS, DELUXE FRONT BUCKET	$ -	0	$ -	$ -
AFJ	JET BLACK, PREMIUM CLOTH SEAT TRIM	$ -	0	$ -	$ -
UFU	AUDIO SYSTEM, CHEVROLET MYLINK RADIO, 7" DIAGONAL COLOR TOUCH-SCREEN DISPLAY AM/FM/SIRIUSXM STEREO	$ -	0	$ -	$ -
FHS	E85 FLEXFUEL CAPABLE	$ -	0	$ -	$ -
T&D	TEMPORARY TAG AND DELIVERY	$ -	0	$ -	$ -
			0	$ -	$ -
			0	$ -	$ -
			0	$ -	$ -
			0	$ -	$ -
			0	$ -	$ -
			0	$ -	$ -
TOTAL COST: OEM OPTIONS				**$ -**	**$ -**
SUB-TOTAL					**$ 21,166.00**

Identified Aftermarket Option(s)	Description	MSRP $##.##	MSRP Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
TOTAL COST: IDENTIFIED AFTERMARKET OPTIONS				$ -	$ -

Non-Identified Aftermarket Option(s)	Description	MSRP $##.##	MSRP Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
TOTAL COST: NON-IDENTIFIED AFTERMARKET OPTIONS				$ -	$ -

GRAND TOTAL PER REPRESENTATIVE MODEL	$ 21,166.00
Additional Savings Off Contract Price Per Vehicle* (Please provide detailed information in Vendor Comments)	$0.00
Total Vehicles Quoted (Drop Down)	5
PO GRAND TOTAL	$105,830.00

Vendor Comments:	Additional Savings for Example: Quantity, Dealer Special, Customer Picked Up Vehicle. Ex: DMS negotiated $50 off of contract price for XYZ vehicle due to large order.
Agency Comments:	Please confirm vehicle color. If no color is specified then the default is white.

*UNSPSC = United Nations Standard Products and Services Commodity Code

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10172 **County Administrator's Report** **12. 25.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: PD12-13.017 Agreement for Financial Services 12 month extension
From: Claudia Simmons, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Extension for Financial Advisory Services - Claudia Simmons, Purchasing Manager, Office of Purchasing

That the Board approve the extension of the Agreement for Financial Advisor, PD 12-13.017, to First Southwest Company, for a period of 12 months, effective March 21, 2016, per the terms of the Agreement for the performance of financial advisory services with no change in the fee structure as approved on March 21, 2013, per the following:

- First $10 million dollars of debt issuance - $1.25 per $1,000
- Amounts over $10 million - $.75 per $1,000
- Minimum Fee - $15,000

BACKGROUND:

The Request for Proposals PD12-13.017 for Financial Advisor to the Board of Commissioners was advertised in the Pensacola News Journal on January 21, 2013. Two proposals were received on February 21, 2013. The Review/Selection Committee met on March 5, 2013 and selected First Southwest Company, the low cost proposer and the current provider for the award. The agreement was approved at the regular meeting of the Board of Commissioners on March 21, 2013.

BUDGETARY IMPACT:

The fees will be built in to the cost of issuing or refinancing any debt.

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual prepared the agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Escambia County Code of Ordinances Chapter 46, Article II, Purchases and Contracts.The Request for Proposals PD12-13.017 for Financial Advisor to the Board of Commissioners was advertised in the Pensacola News Journal on January 21, 2013. Two proposals were received on February 21, 2013. The Review/Selection Committee met on March 5, 2013 and selected First Southwest Company, the low cost proposer and the current provider for the award.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

agreement

BCC approval

AGREEMENT FOR FINANCIAL ADVISOR PD 12-13.017

THIS AGREEMENT is made this 21st day of March, 2013 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and First Southwest Company (hereinafter referred to as "Consultant"), a for foreign for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 75-0708002 and whose principal address is 325 North St. Paul, Suite 800, Dallas, TX 75201.

WITNESSETH:

WHEREAS, on January 21, 2013, the County issued a Request for Proposals (PD 12-13.017) seeking the services of a professional financial advisor; and

WHEREAS, in response to the RFP, Consultant submitted to the County a proposal demonstrating that the Consultant is a firm with the requisite expertise in the area of professional financial advisory services; and

WHEREAS, the County desires to enter into an agreement with the Consultant for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Consultant and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence upon the Effective Date and continue for a term of three (3) years with an option to renew for two (2) successive one (1) year periods. In no event shall the term of this agreement exceed the duration of five (5) years from the date of commencement.

3. Scope of Services. Consultant agrees to provide professional financial advisory services including, but not limited to, the scope of services outlined in Escambia County's RFP Specification No. P.D. 12-13.017, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Consultant's provision of the scope of services referenced in Section 3 above, County shall pay Consultant in accordance with the Cost Proposal, dated February 21, 2013, provided as part of the Consultant's Response, attached hereto as Exhibit "B".

5. Method of Billing. Consultant shall submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees and approved expenses with appropriate supporting documentation. The County agrees it shall make its

best efforts to pay Consultant within thirty (30) days of receipt and approval of Consultant's invoice.

6. Termination. Either party may terminate this Agreement prior to expiration of the term with or without cause upon 30 days written notice to the other party.

7. Conflict of Interest. Consultant agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. Consultant further agrees it will neither take any action nor engage in any conduct that would cause any County employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. Consultant also agrees to comply with the County's ordinance prohibiting conflicts of interest among retained consultants.

8. Indemnification. Consultant shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liability and expenses arising from or relating to any wrongful act or omission, whether or not the same constitutes a breach of this Agreement of is committed in the course of performing its lobbying duties hereunder, including but not limited to those acts or omissions which are considered defamatory, libelous, discriminatory or otherwise unlawful under applicable laws and any act or omission relating to Consultant failure to maintain insurance as required in Paragraph 9 or to properly report or pay any applicable federal, state or local fees or taxes.

9. Insurance. During the term of this Agreement, Consultant shall procure and maintain, at its sole expense, 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 with $1,000,000 per occurrence minimum limit.
(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 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) Consultant agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County 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.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: First Southwest Company
Attention: Gary Akers
325 North St. Paul, Suite 800
Dallas, Texas 75201

To: Escambia County
Attention: County Administrator
221 Palafox Place
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. Public Records. The Licensee 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 Licensee 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 Licensee and it surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Consultant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Consultant agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

15. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

16. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature. ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by board action on the 21st day of March, 2013, and First Southwest Company signing by and through its Vice President, duly authorized to execute same.

COUNTY:

This document approved as to form and legal sufficiency:
By: _____
Title: _____
Date: 3/18/13

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
George Touart, Interim County Administrator

Witness: _____

Witness: _____

Date: 4-12-13

CONSULTANT:

FIRST SOUTHWEST COMPANY

By: _____
Chairman, Chief Executive Officer
~~Vice President~~

ATTEST: Corporate Secretary
By: _____
Secretary

Date: March 27, 2013

(Seal)

ESCAMBIA COUNTY
FLORIDA

REQUEST FOR PROPOSALS
Financial Advisor

SPECIFICATION NUMBER: **PD 12-13.017**

PROPOSALS WILL BE RECEIVED UNTIL: **3:00 p.m., CST; February 21, 2013**

Office of Purchasing, Room 11.101
213 Palafox Place 2nd Floor, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591

Board of County Commissioners

Gene M. Valentino, Chairman
Lumon May, Vice Chairman
Grover C. Robinson, IV
Steven Barry
Wilson B. Robertson

From:
Claudia Simmons
Purchasing Manager

Procurement Assistance:
Claudia Simmons
Purchasing Manager, Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place, Room 11.101
Pensacola, FL 32502
Tel: (850) 595-4987
Fax: (850) 595-4805

Technical Assistance:
Amy Lovoy, Director
Management and Budget Department
Escambia County Governmental Complex
221 Palafox Place, Suite 430
Pensacola, FL 32502
Tel: (850) 595-4960
Fax: (850) 595-4805

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.

Request for Proposals
Financial Advisor
PD 12-13.017

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Forms marked with an (* Asterisk) must be returned with Offer.

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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 Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the County shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com/solicitations

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Nonconformance to Contract Conditions
12. Inspection, Acceptance and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference (continued).

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:http://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, 2nd Floor 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 12-13.017, "Financial Advisor", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

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 Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Procurement Questions

Procurement questions may be directed to:
Claudia Simmons, CPPO, Purchasing Manager
850-595-4987 (Telephone), 850-595-4805 (Fax)

Technical questions may be directed to:
Amy Lovoy, Director Management & Budget Department
(850) 595-4960 (Telephone) (850) 595-4805 (Fax)

3. Proposal Forms

This Solicitation contains a Solicitation, Offer & Award Form and a Proposal Form, which shall be submitted in a sealed envelope, One Original with signatures in indelible ink signed in the proper spaces and one CD containing the entire proposal submittal. Responses on vendor forms will not be accepted.

Insurance Requirements

4. 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, but certificates indicating that the insurance is currently carried, or a letter from the carrier indicating upgrade availability will speed the review process.

4.1 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 AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverage for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor' s work, such of the insurance coverage 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 for bodily injury, property damage and personal and advertising injury caused, in whole or in part, by the contractor's acts or omissions; or the acts or omissions of those acting on the contractor's behalf; in the performance of the contractor's ongoing operations for the additional insured(s). Additional Insured Endorsement ISO Form CG 20 10 is required for the Commercial General Liability coverage.

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 Section 440.02(13)(d) and 440.10(1)(g) Florida Statutes.

Contractor shall also purchase any other coverage 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. All liability coverage shall be through carriers licensed to do business in the State of Florida.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverage. 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. Required insurance shall be documented in Certificates of Insurance, including indication that the policy (ies) is/are endorsed to provide Escambia County at least 30 days in advance notice of cancellation, nonrenewal or adverse change.

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 solicitation 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: Claudia Simmons, CPPO
   Office of Purchasing, 2nd Floor, 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.

4.2 Professional Liability/Malpractice/Errors or Omissions Insurance

The contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of $1,000,000 per occurrence. The contracted party shall continue the coverage for claims for a period of not less than three years after the termination of the contract with Escambia County.

5. Indemnification

If there are any claims for damages attributable to the negligence, errors or omissions of the Contractor, their agents or employees while providing the services called for herein, it is understood and agreed the Contractor shall indemnify and hold harmless the County from any and all losses, costs, liability, damages and expenses arising out of such claims or litigation asserted as a result hereof.

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

Part A **Summary**

Part I **General Information**
1-1 Purpose
1-2 Scope of Services
1-3 Length of Proposal
1-4 Award and Contract Execution
1-5 Issuing Officer
1-6 Contract Consideration
1-7 Rejection
1-8 Inquiries
1-9 Addenda
1-10 Schedule
1-11 Proposal Content and Signature
1-12 Negotiations
1-13 Recommended Proposal Preparation Guidelines
1-14 Prime Contract Responsibilities
1-15 Disclosures
1-16 Method of Payment

Part II **Information Required from Contractors**
2-1 Proposal Format and Content
2-2 Introduction
2-3 Proposal Requirements

Part III **Criteria for Selection**

Part IV **Scope of Work**

PART A SUMMARY

From time to time the Escambia County Board of County Commissioners requires professional financial advice on various matters involving issuance of notes and bonds to finance certain needs of the County or its dependent authorities or to review certain conduit debt issued through the County by third parties.

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking the services of a qualified financial advisory firm to assist the county with professional advice on matters involving issuance of debt instruments by the County or its dependent authorities and to review conduit debt issued through the County by third parties.

It is understood that any firm selected by the County in this capacity and will not participate as an underwriter in any financings issued by the County unless so authorized by the Board of County commissioners in accordance with Municipal Securities Rulemaking Board (MSRB) rules.

1-2 OBJECTIVE

The Primary objective of The RFP is the selection of the most qualified and experienced firm that is most advantageous to the County.

1-3 ISSUING OFFICER

The project director and liaison officer shall be Amy Lovoy, Management & Budget Services Department. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32597-1591.

1-4 CONTRACT CONSIDERATION

A contract will be prepared as a result of this solicitation by the County Attorney.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

Technical questions regarding this Request for Proposal shall be directed to Amy Lovoy, Department Director, Management & Budget Services, (850) 595-4960, amy_lovoy@myescambia.com and procurement questions may be directed to Claudia_Simmons@myescambia.com.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement and is subject to change.

A. Mailing date of proposals..Tuesday, January 22, 2013.

B. Receipt of proposals.....**Thursday, February 21, 2013**

C. Review of proposals.....**February 22- March 8, 2013**

D. Board of County Commissioners approval.....**Thursday, March 21, 2013**

1-9 PROPOSAL CONTENT AND SIGNATURE

One original of the proposal shall be required having been signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the RFP for consideration and one CD containing the complete proposal.

Electronic copies may substitute for printed copies as long as they have been signed by the appropriate company official.

1-10 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straight forward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational.

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-14 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-15 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 PROPOSAL FORMAT AND CONTENT

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

2-2 INTRODUCTION

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2-3 UNDERSTANDING OF THE PROJECT

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

2-4 METHODOLOGY USED FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

2-5 EXPERIENCE AND QUALIFICATIONS

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

[a] title,
[b] resume,
[c] location(s) where work will be performed,
[d] itemize the total cost and the number of estimated hours for each individual named above.

Provide reference names and phone numbers for similar projects your firm has completed

2-7 **COST PROPOSAL**

Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

PART III **CRITERIA FOR SELECTION**

1. Experience and qualifications
2. Understanding the Project and Local Government Questions
3. Proposed Methodology
4. Contract Cost

PART IV **SCOPE OF WORK**

1. In cooperating and coordinating any financing contemplated, to prepare the necessary financial studies designed to demonstrate the many varying aspects of a particular type of financing and to recommend for the County's approval a plan of financing to cover any proposed bond or other debt instrument. Such plan shall include but not be limited to a maturity schedule and other terms and conditions as will, in the opinion of the Financial Advisor, result in the issuance of bonds under terms consistent with obtaining the minimum of net interest cost. Such studies shall include the compilation and analysis of all necessary statistical data.

2. To review and make recommendations on reports of accountants, engineers and other consultants that such reports properly address the technical, economic and financial risk factors affecting the marketability of any proposed financing.

3. To assist the County with the necessary steps to be taken for the legal issuance of bonds and the final delivery of the bonds, under the direction and legal advice of a firm of recognized bond attorneys retained by the County. To work with the County attorney, County staff and bond counsel in identifying key bond covenant features.

4. To advise the County on current market conditions, forthcoming bond issues, potential tax considerations and other general information and economic data which might normally be expected to influence interest rate conditions so that the date for the sale of bonds can be set at a time which, in the opinion of the Financial Advisor, will be favorable.

5. Assist County staff in gathering and analyzing necessary data relating to a proposed bond issue for a rating agency presentation and credit enhancement from an insurance company or a letter of credit from a bank.

6. To review County efforts to obtain Federal and State financial assistance and make such recommendations as may be necessary.

7. In a negotiated sale, work with County staff, bond counsel and underwriter in preparation of all the necessary financial statements, legal documents and certifications which would fully describe the bonds security, the project the County and its ability to pay debt service on the bonds.

8. To assist and advise the County in negotiating fees, pricing and terms of the bond issue.

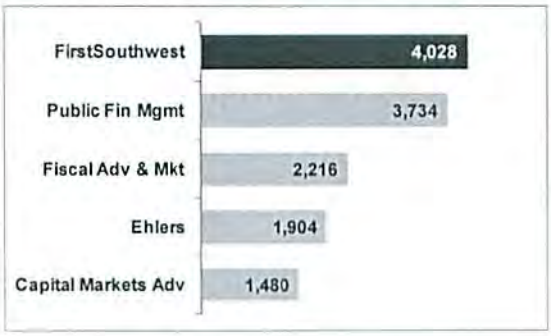
9. To arrange for the printing of bonds and official statements and arrange other certifications necessary.

Okaloosa County, Florida	
	Mr. James Curry, *County Administrator*, Okaloosa County 1804 Lewis Turner Blvd., Suite 400 Fort Walton Beach, FL 32547 Telephone: (850) 651-7515 jcurry@co.okaloosa.fl.us

Leading Financial Advisor Nationally

According to Ipreo MuniAnalytics, FirstSouthwest is the number-one financial advisory firm for number of issues for the period of January 1, 2008 to December 31, 2012, totaling 4,028 with a par amount of $142.38 billion

National Financial Advisory Ranking
Number of Issues
(January 1, 2008 – December 31, 2012)



Cost Proposal

Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

Debt Transaction Fees

The fees due FirstSouthwest for financial advisory services related to specific issuances of Debt instruments (bonds, bank loans, etc) will not exceed those contained in our customary fee schedule as listed in the following table.

Debt Transaction Fee	
Par Amount	**Fee**
First $ 10 Million of Debt Issuance	$1.25 per $1,000
Amounts over $10 Million	$0.75 per $1,000
Minimum Fee	$15,000

The above reference fees may be negotiated prior to the time of issuance of debt to accurately reflect the work performed and current market rate for the performed services. These debt transaction fees are contingent upon the successful closing of the debt transaction.

Non Debt Related Hourly Fees

With respect to compensation on a time and expenses basis for non-debt related services, FirstSouthwest's hourly fee schedule, excluding out-of-pocket expenses is as follows:

Position	Standard Hourly Rate	Escambia Discounted Rate
Senior Vice President	$350.00	$175.00
Vice President	$300.00	$165.00
Assistant Vice President	$250.00	$150.00
Associate/Analyst	$200.00	$125.00
Administrative Staff	$90.00	$60.00

Due to the nature of financial advisory services and our business, FirstSouthwest bills in half-hour increments. Additionally, the reimbursable out-of-pocket expenses are provided under "Reimbursable Fees".

Reimbursable Fees

The County shall be responsible for typical transaction related expenses if and when applicable, whether they are charged directly to the County as expenses or charged to the County by FirstSouthwest as reimbursable expenses. The payment of reimbursable expenses that FirstSouthwest has assumed on behalf of the County shall NOT be contingent upon the delivery of bonds and shall be due at the time that services are rendered and payable upon receipt of an invoice submitted by FirstSouthwest.

EXHIBIT
B

Other Services & Fees

Fees for ancillary services including continuing disclosure, arbitrage rebate, asset management, structured products, pension and opeb trusts, and non-traditional services will be based on a mutual agreed upon fee.

This space is intentionally left blank.

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

9. Recommendation: That the Board amend the Board's action of February 21, 2013, concerning appointments to the West Florida Public Library Board of Governance, to correct the ending effective date for the two initial three-year appointments, from April 30, 2016, to February 29, 2016, and to correct the ending effective date for the one initial two-year appointment, from April 30, 2015, to February 28, 2015.

Approved 5-0

10. Recommendation: That the Board adopt the Resolution supporting the efforts of the Pensacola Council of the Navy League to have the new construction LPD-27 ship named the "USS Pensacola" and, upon its completion, have the ship commissioned in Pensacola, Florida.

Approved 5-0

11. Recommendation: That the Board ratify the Chairman's execution of a letter of support, dated February 22, 2013, for the City of Pensacola's Byrne Criminal Justice Innovation Grant Application, filed with the U.S. Department of Justice by the City of Pensacola.

Approved 5-0

II. BUDGET/FINANCE CONSENT AGENDA

1. Recommendation: That the Board award, and authorize the Interim County Administrator to sign, the Agreement, PD 12-13.017, "Financial Advisor," to First Southwest, for a term of 36 months; the fees will be based on issuance amounts of certain debt instruments, such as Bonds, as the services are required, at the following rates (Funding: fees will be built into the cost of any debt financing or restructuring):

- 1st $10 million of debt issuance – $1.25 per $1,000
- Amounts over $10 million – $.75 per $1,000
- Minimum Fee – $15,000

Approved 5-0

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10206 **County Administrator's Report** **12. 26.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: Contract Award for Crescent Lake Outfall
From: Claudia Simmons, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Crescent Lake Outfall - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and BKW, Inc., per the terms and conditions of PD 15-16.033, Crescent Lake Outfalls, for a lump sum of $329,937.74.

[Funding: Fund 112, Disaster Recovery, Cost Center 330493, Object Code 54612/56301, Project Code ESDPW49]

BACKGROUND:

The legal advertisement for "Invitation to Bid" PD 15-16.033 was advertised in the Pensacola News Journal on Monday, March 7, 2016. A Non-Mandatory Pre-Solicitation Conference was held on Tuesday, March 15, 2016. Six firms were represented at that meeting. Bids were received from four contractors on Tuesday, April 12, 2016. BKW, Inc. is the low responsive and responsible bidder.

BUDGETARY IMPACT:

Funding: Fund 112 Disaster Recovery, Cost Center 330493, Object Code 54612/56301, Project Code ESDPW49

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form D: Road/Drainage

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.

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on Monday, March 7, 2016. A Non-Mandatory Pre-Solicitation Conference was held on Tuesday, March 15, 2016. Six firms were represented at that meeting. Bids were received from four contractors on Tuesday, April 12, 2016. BKW, Inc. is the low responsive and responsible bidder.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form D: Road/Drainage.

Attachments

Agreement
Bid Tabulation

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA

and

BKW, INC.

for

CRESCENT LAKES OUTFALLS

FORM D: Road/Drainage

(Revised February 18, 2016)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM D

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Exhibit G/Payment Adjustment – Bituminous Materials		
Exhibit H/Working Drawings / Plans prepared by Engineer and Identified as Follows:		
	[Description/Sheet No./Date]	
Exhibit I/Technical Specifications **[Description/Date]**		
Exhibit J/Supplemental Terms and Conditions		
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AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND BKW, INC. FOR STANDARD ROAD/DRAINAGE CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with BKW, Inc. a Florida corporation for profit, to perform all work ("Work") in connection with "Crescent Lakes Outfalls, as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS

A. The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

C. County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

SECTION 2. SCOPE OF WORK

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT

For satisfactory completion of the Work the County agrees to pay the Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

Three Hundred Twenty-Nine Thousand, Nine Hundred Thirty-Seven Dollars and Seventy-Four Cents

($329,937.74)

SECTION 4. BONDS

A. Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

C. As per Florida Statutes, Section 255.05, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

A. Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours notice prior to beginning the Work. The Work shall be substantially completed within **One Hundred Fifty (150)** calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within **Thirty (30)** calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling **One Hundred Eighty (180)** calendar days (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.

B. County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$**500 for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County’s Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a “punch

list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment.

C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A: General Terms and Conditions
Exhibit B: Form of Performance and Payment Bonds
Exhibit C: Insurance and Safety Requirements
Exhibit D: Form of Release and Affidavit
Exhibit E: Form of Contractor Application for Payment
Exhibit F: Form of Change Order
Exhibit G: Payment Adjustment - Bituminous Material
Exhibit H: Technical Specifications
Exhibit I: Plans & Standard Details prepared by or for County and Identified as follows:

TITLE SHEET NO. DATE

Exhibit K: Federal Documents (if applicable)
Exhibit L: Solicitation Documents Index

SECTION 7. NOTICES

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing. All correspondence with the County should be addressed as follows:

Escambia County Public Works/Engineering
3363 West Park Place
Pensacola, Florida 32505
Attention: Dwight Austin, Project Manager

B. All correspondence with the Contractor will be addressed to the following:

BKW, Inc.
5615 Duval Street
Pensacola, FL 32503
Attn: Karen Webb, President

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER

The failure of the County 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 12. ENTIRE AGREEMENT

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: 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, and **BKW, Inc.** signing by and through its 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.

Witness: _____ By: _____

County Administrator

Witness: _____ Date: _____

CONTRACTOR:
BKW, Inc., a Florida Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary By: _____

By: _____ Its: President
Secretary

Date: _____

(Corporate Seal)

BCC Approved: May 5, 2016

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.4. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES

2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole;

topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.

3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.

4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no

earlier than thirty (30) days after Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit **Four (4)** copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

Due to circumstances beyond the Contractor's control and at the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer. Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 5. PAYMENTS WITHHELD

5.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD or video tape in VHS format showing the pre-existing conditions located within the limits of construction.

7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County

may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS

8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

8.1.2. Soil conditions which adversely affect the Work;

8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;

8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6. Description of Work being performed at the Project site;

8.1.7. Any unusual or special occurrences at the Project site;

8.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and

all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract

Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:

9.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.

9.4.2. The weather was unusual as documented by supporting data.

9.4.3. The weather did have an adverse impact on the contractor's schedule (critical path only).

9.4.4. The Contractor and inspector's daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 10. CHANGES IN THE WORK

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Construction Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual

equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 12. OTHER WORK

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor 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 anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor'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 Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or 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 fees and paralegal fees.

County and Contractor agree one percent (1%) 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.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify 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.

13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized

to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.4 All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by 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 requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.5 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.7 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.8 Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

13.9 Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. 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.

Section 14. COMPLIANCE WITH LAWS

14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.

14.2 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.

Section 15. CLEANUP AND PROTECTIONS

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT

16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES

17.1. Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.

17.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT

18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or

unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6. 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).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.

20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this

section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____

(Project Name and Address)

_____

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the two (2) year Warranty Period.

Section 22. PROJECT LAYOUT AND CONTROL

22.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor's expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

22.2. Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.

22.3. Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

Section 23. TESTS AND INSPECTIONS

23.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

23.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

23.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

23.4. Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with

the Contract Documents.

23.5. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 24. DEFECTIVE WORK

24.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

24.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

24.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

24.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work’s warranty period beyond two (2) years.

24.5. If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by

County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 25. SUPERVISION AND SUPERINTENDENTS

25.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 26. PROTECTION OF WORK

26.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

26.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner

that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 27. EMERGENCIES

27.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 28. USE OF PREMISES

28.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

28.2. Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 29. SAFETY

29.1. The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

29.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

29.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

29.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

29.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

29.3 The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

29.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in Exhibit C of this Agreement.

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

EXHIBIT B
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

(Insert name, address, and phone number of contractor), as Principal, and

_____

_____

_____, (Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____

____ Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No._____,_____

_____

_____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____
_____
_____ _____
Witness (Business Address)
_____
_____ (Authorized Signature)
Witness _____
(Printed Name)
OR

_____ _____
As Attorney In Fact (Attach Power)
_____
_____ _____
Witnesses _____
(Business Address)
_____
(Printed Name)
_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature)
Name:_____
(Legibly Printed)
(AFFIX OFFICIAL SEAL) Notary Public, State of _____
Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal")

and _____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____

(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered

in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____
_____
_____
(Business Address)

_____
Witness

_____
(Authorized Signature)

_____
Witness

(Printed Name)

OR

_____

_____
As Attorney In Fact (Attach Power)

_____
_____
Witnesses

_____
(Business Address)

_____
(Printed Name)

_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,

20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES 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 on 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 coverages(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: _____
Office of Purchasing
P.O. Box 1591
Pensacola, FL 32597-1591
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.

ENDORSEMENTS/ADDITIONAL INSURANCE

If checked below, the County requires the following endorsements or additional types of insurance.

❑ **TERMINATION/ADVERSE CHANGE ENDORSEMENT**
All of Contractor's policies, except for professional liability and workers compensation insurance, are to be endorsed, and the Contractor's Certificate(s) of Insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change.

❑ **PROPERTY COVERAGE FOR LEASES**
The Contractor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

Coverage shall also include continued full payment of rents to the County for up to one year after damage or destruction of the property

❑ **COMMERCIAL GENERAL LIABILITY COVERAGE PROJECT AGGREGATE**
Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of $_____ is required by the County for this agreement or contract.

❑ **LIQUOR LIABILITY**
In anticipation of alcohol being served, the Contractor shall provide evidence of coverage

for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Contractor's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella/excess liability policy(ies), the policy(ies) 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.

❑ **OWNERS PROTECTIVE LIABILITY COVERAGE**

For renovation or construction contracts the Contractor shall provide for the County an owners protective liability insurance policy (preferably through the Contractor's insurer) in the name of the County.

This is redundant coverage if the County is named as an additional insured in the Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor's liability coverage limit is used up by other claims.

❑ **BUILDERS RISK COVERAGE**

Builders Risk insurance is to be purchased to cover subject property for all risks of loss, subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

❑ **INSTALLATION FLOATER COVERAGE**

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation. The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

❑ **MOTOR TRUCK CARGO COVERAGE**

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Contractor's or other vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

❑ **CONTRACTOR'S EQUIPMENT COVERAGE**

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred.

❑ **FIDELITY/DISHONESTY COVERAGE - FOR EMPLOYER**

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the

Contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

❑ **FIDELITY/DISHONESTY/LIABILITY COVERAGE - FOR COUNTY**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Contractor's employees resulting in loss to the County.

❑ **GARAGE LIABILITY COVERAGE**

Garage Liability insurance is to be purchased to cover the Other Party and its employees for its garage and related operations while in the care, custody and control of the County's vehicles.

❑ **GARAGEKEEPERS COVERAGE (LEGAL LIABILITY FORM)**

Garagekeepers Liability insurance is to be purchased to cover the Other Party's liability for damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Other Party. This form of coverage responds only when the Other Party is legally liable for the loss.

❑ **GARAGEKEEPERS COVERAGE (DIRECT-EXCESS FORM)**

Garagekeepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Other Party. This form of coverage responds on a legal liability basis, and also without regard to legal liability on an excess basis over any other collectible insurance.

❑ **WATERCRAFT LIABILITY COVERAGE**

Because the Contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity.

❑ **UNITED STATES LONGSHOREMEN AND HARBORWORKERS ACT COVERAGE**

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harborworkers Act Coverage for exposures, which may arise from this agreement or contract.

❑ **JONES ACT COVERAGE**

The Workers Compensation policy is to be endorsed to include Jones Act Coverage for exposures, which may arise from this agreement or contract.

❑ **AIRCRAFT LIABILITY COVERAGE**

Because the Contractor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising

out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.

The minimum limits of coverage shall be $__,000,000 per occurrence, Combined Single Limit for Bodily Injury (including passenger liability) and Property Damage.

❑ **POLLUTION/ENVIRONMENTAL IMPAIRMENT LIABILITY COVERAGE**

Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment, which may arise from this agreement or contract.

❑ **PROFESSIONAL LIABILITY/MALPRACTICE/ERRORS OR OMISSIONS INSURANCE**

Contractor shall purchase and maintain Professional Liability or malpractice or errors or omissions insurance coverage with a minimum limit of $1,000,000, 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.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

(1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.

(2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.

(3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.

(4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.

(5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA,"

as are deemed necessary by the Contractor and project manager.

(6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

(7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.

- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.

- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

(8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

(a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The

Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

(b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

(c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.

(d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.

(9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.

(10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.

(11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.

(12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.

(13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be

obtained before their use.

(14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

(15) The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.

(16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.

(17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

_____

By: _____

Its: _____ President

Date: _____

Witnesses

_____

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

_

(Signature)

Name:

_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT E
FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F
CONSTRUCTION CHANGE ORDER

Change Order Number _____ Contract Number PD _____
Date: _____ Dated _____ _____

To: _____
_____
_____
_____

Project Name: _____
You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:
Describe changes here;

	Dollars	Time in Calendar Days
Original Contract Amount	**$**_____	_____
Sum of Previous Changes	**$**_____	_____
This Change Order	**$**_____	_____

Adjusted Agreement Amount	**$**_____	_____

The contract substantial completion date will be **increased/decreased** by ___ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company/agent

(attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20___

By: _____

Contractor

By: _____

Engineer

By: _____

Owner

EXHIBIT G
PAYMENT ADJUSTMENT - BITUMINOUS MATERIALS.

1. The bid unit price for Bituminous Material will be adjusted to reflect changes, both increases and decreases, in the Asphalt Index price of bituminous material from that in effect during the month in which bids were received for this contract. The Contractor will not be given the option to reject this cost adjustment of Bituminous Materials. This adjustment will be made in accordance with the following criteria:

1.1. Price adjustments will apply only to the price of bituminous material F. O. B. manufacturer's asphalt terminal and will not reflect variations in the cost of transportation from the terminal to the job site.

1.2. Price adjustments will be made for all bituminous material incorporated into asphalt pavement whether paid for under a separate bid item or under other items, which include the cost of bituminous material.

1.3. Price adjustments will not be made until the semi-final or final payment is made on the contract. The bid unit price for bituminous material will be used in preparing monthly progress payments.

1.4. No price adjustment reflecting any further increases in the cost of bituminous material will be made for any month after expiration of the allowable contract time, including any extensions that may be granted.

1.5. The adjusted unit price shall be calculated for the month during which the material was incorporated into the project in accordance with the following formula:

Pa ' PbX(Id-Ib) where:

Pa ' Adjusted unit price for Bituminous Material. (To be calculated separately for each month during which bituminous material is used and will reflect an increased or decreased price.)

Pb ' Bid unit price for Bituminous Material.

Id ' Asphalt Price Index during the month in which the material is incorporated into the project.

Ib ' Asphalt Price Index during the month in which bids were received for this contract.

1.6. The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.

1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made.

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	**DESCRIPTION: Crescent Lakes Outfalls BID # PD 15-16.033**								
Bid Opening Time: 3:00 p.m. CDT Bid Opening Date: 04/12/2016 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	Cover Sheet/ Acknowl	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Grand Total
J Miller Construction Inc	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$393,510.00
BKW Inc	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	329,937.74
Chavers Construction Inc	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$458,439.00
Principle Properties Inc	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	Non Responsive Did not respond to Addendum #2 (revised bid form)
BIDS OPENED BY:	Paul Nobles, CPPO, CPPB, FCN, FCCM, Senior Purchasing Specialist DATE: 04/12/2016								
BIDS TABULATED BY:	Eddie Wehmeier, Purchasing Specialist DATE: 04/12/2016								
BIDS WITNESSED BY:	Eddie Wehmeier, Purchasing Specialist DATE: 04/12/2016								

CAR **BOCC**
DATE 05/05/16 **DATE 05/05/16**

The Purchasing Chief/Designee recommends to the BCC: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida and BKW, Inc., per the terms and conditions of PD 15-16.033, Crescent Lake Outfalls, for a lump sum of $329,937.74.

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.

Notes:

Posted @ 1:30 p.m. CDT, 04/19/2016 PRN/abh

Bid Schedule **Date: 4/15/2016**

Crescent Lake Outfalls

				BKW, Inc.		J. Miller Construction		Chavers Construction		Principle Properties, Inc.	
Item No.	**Description**	**Quantity**	**Unit**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
1	Mobilization	1	LS	$11,270.10	$11,270.10	$27,250.00	$27,250.00	$38,500.00	$38,500.00	Non-Responsive	
2	Bonds and Insurance	1	LS	$8,226.67	$8,226.67	$11,914.00	$11,914.00	$8,300.00	$8,300.00		
3	Prepare & Implement Maintenance of Traffic	1	LS	$6,986.64	$6,986.64	$6,000.00	$6,000.00	$5,000.00	$5,000.00		
4	Clearing & Grubbing, Tree & Shrub Removal, Tree Trimming	1	LS	$9,068.80	$9,068.80	$14,000.00	$14,000.00	$21,500.00	$21,500.00		
5	Remove, Protect, & Replace Brick Mailbox, Place Temporarily at Edge of Property	1	EA	$401.15	$401.15	$400.00	$400.00	$1,050.00	$1,050.00		
6	Approved Heavy Duty Plastic Mailbox w/ Rear Door and Post	1	EA	$117.21	$117.21	$400.00	$400.00	$250.00	$250.00		
7	Remove & Replace Unsuitable Materials	850	CY	$21.02	$17,867.00	$10.00	$8,500.00	$12.00	$10,200.00		
8	Provide Fill Over Pipes	125	CY	$12.71	$1,588.75	$14.00	$1,750.00	$10.00	$1,250.00		
9	Establish Grade over fill.	370	SY	$2.80	$1,036.00	$5.00	$1,850.00	$5.00	$1,850.00		
10	3" Topsoil	3000	SY	$0.24	$720.00	$2.00	$6,000.00	$2.00	$6,000.00		
11	Dewater Coffer Dam W1	1	LS	$1,638.03	$1,638.03	$1,500.00	$1,500.00	$11,500.00	$11,500.00		
12	Dewater Coffer Dam W2	1	LS	$1,911.03	$1,911.03	$1,500.00	$1,500.00	$11,500.00	$11,500.00		
13	Dewater Coffer Dam W3	1	LS	$2,730.05	$2,730.05	$1,500.00	$1,500.00	$12,500.00	$12,500.00		
14	Dewater Coffer Dam E1	1	LS	$2,457.04	$2,457.04	$1,500.00	$1,500.00	$11,500.00	$11,500.00		
15	Dewater Coffer Dam E3	1	LS	$3,876.38	$3,876.38	$1,500.00	$1,500.00	$11,500.00	$11,500.00		
16	County Detail (12" Stabilized Subgrade, 6" GAB, 1.5" SP-12.5)	158	SY	$80.91	$12,783.78	$40.00	$6,320.00	$58.00	$9,164.00		
17	County Type-B Curb (Including FDOT Type-F County Type-B Transitions)	32	LF	$31.76	$1,016.32	$40.00	$1,280.00	$50.00	$1,600.00		
18	6" Fiber Reinforced Concrete Driveway	25	SY	$41.93	$1,048.25	$54.00	$1,350.00	$40.00	$1,000.00		
19	4" Driveway Cut & Patch (Sawcut, Removal, & Replacement)	279	SY	$39.75	$11,090.25	$45.00	$12,555.00	$40.00	$11,160.00		
20	4' Fiber Reinforced Concrete Sidewalk	8	LF	$38.12	$304.96	$40.00	$320.00	$75.00	$600.00		
21	Sawcut & Remove Existing Concrete	8	SY	$52.64	$421.12	$20.00	$160.00	$20.00	$160.00		
22	Sawcut & Remove Existing Layback Curb	67	LF	$11.78	$789.26	$10.00	$670.00	$10.00	$670.00		
23	Flowable Fill	30	CY	$285.87	$8,576.10	$200.00	$6,000.00	$200.00	$6,000.00		
24	FDOT Type-D Ditch Bottom Inlet	2	EA	$2,469.99	$4,939.98	$3,100.00	$6,200.00	$2,050.00	$4,100.00		
25	FDOT Type-2 Curb Inlet w/ Bottom	1	EA	$3,377.81	$3,377.81	$8,000.00	$8,000.00	$2,900.00	$2,900.00		
26	FDOT Type-4 Curb Inlet w/ Bottom	2	EA	$3,790.08	$7,580.16	$7,500.00	$15,000.00	$3,950.00	$7,900.00		
27	County Type-A Double Curb Inlet w/ Bottom	1	EA	$4,510.32	$4,510.32	$11,000.00	$11,000.00	$5,200.00	$5,200.00		
28	Bottom	1	EA	$13,564.97	$13,564.97	$7,500.00	$7,500.00	$3,450.00	$3,450.00		
29	Storm Manhole W3C	1	EA	$3,308.68	$3,308.68	$5,000.00	$5,000.00	$3,500.00	$3,500.00		
30	Connect to Storm Structures to Existing Pipes	1	LS	$1,184.13	$1,184.13	$2,000.00	$2,000.00	$4,000.00	$4,000.00		
31	Structures	1	LS	$6,014.15	$6,014.15	$17,935.00	$17,935.00	$30,500.00	$30,500.00		
32	30" HDPE DW Pipe	248	LF	$47.42	$11,760.16	$60.00	$14,880.00	$50.50	$12,524.00		
33	36" HDPE DW Pipe	418	LF	$66.13	$27,642.34	$75.00	$31,350.00	$63.00	$26,334.00		
34	42" HDPE DW Pipe	402	LF	$76.92	$30,921.84	$100.00	$40,200.00	$88.00	$35,376.00		

Bid Schedule **Date: 4/15/2016**

Crescent Lake Outfalls

				BKW, Inc.		J. Miller Construction		Chavers Construction		Principle Properties, Inc.	
Item No.	**Description**	**Quantity**	**Unit**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
35	Concrete Endwalls	5	EA	$5,389.45	$26,947.25	$9,600.00	$48,000.00	$14,400.00	$72,000.00		
36	Centipede Sod	3000	SY	$4.87	$14,610.00	$4.00	$12,000.00	$3.00	$9,000.00		
37	Remove Existing Rubble	40	CY	$171.43	$6,857.20	$50.00	$2,000.00	$30.00	$1,200.00		
38	Install 18" Depth Rip Rap w/ Filter Fabric	80	SY	$74.96	$5,996.80	$100.00	$8,000.00	$120.00	$9,600.00		
39	Erosion Control (Silt Fence, Haybales, etc.)	1	LS	$18,376.37	$18,376.37	$9,775.00	$9,775.00	$12,500.00	$12,500.00		
40	Safety Fence	100	LF	$6.18	$618.00	$10.00	$1,000.00	$5.00	$500.00		
41	Remove & Replace 4' Chainlink Fence	379	LF	$15.25	$5,779.75	$11.00	$4,169.00	$14.00	$5,306.00		
42	Remove & Replace 6' Chainlink Fence	8	LF	$19.06	$152.48	$25.00	$200.00	$20.00	$160.00		
43	Swing Gate	1	EA	$571.74	$571.74	$800.00	$800.00	$920.00	$920.00		
44	Swing Gate	1	EA	$635.26	$635.26	$800.00	$800.00	$920.00	$920.00		
45	Remove & Replace 6' Wood Fence	163	LF	$19.06	$3,106.78	$14.00	$2,282.00	$15.00	$2,445.00		
46	Conduit	1	LS	$4,446.85	$4,446.85	$3,500.00	$3,500.00	$7,500.00	$7,500.00		
47	Landscaping (Includes Trees)	1	LS	$7,432.59	$7,432.59	$11,800.00	$11,800.00	$3,000.00	$3,000.00		
48	W2 & E3)	1	LS	$2,223.43	$2,223.43	$5,000.00	$5,000.00	$2,500.00	$2,500.00		
49	Remove & Replace Existing Deck (Outfall E3)	1	LS	$3,176.32	$3,176.32	$4,600.00	$4,600.00	$4,800.00	$4,800.00		
50	Remove & Replace Existing Generator Deck (Outfall E3)	1	LS	$1,905.79	$1,905.79	$1,400.00	$1,400.00	$1,950.00	$1,950.00		
51	Remove Deck & Replace w/ 170 sq ft Deck w/ Electrical; Including Utility Pole (Outfall W3)	1	LS	$5,717.38	$5,717.38	$4,400.00	$4,400.00	$5,100.00	$5,100.00		
52	Adjust Existing Water Service (Outfall W3)	1	EA	$654.32	$654.32	$500.00	$500.00	$500.00	$500.00		
				Total	$329,937.74	**Total**	$393,510.00	**Total**	$458,439.00		

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10210 **County Administrator's Report** **12. 27.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: Change Order 1 to Purchase Order 160447 to Blue Cross Blue Shield of Florida
From: Thomas Turner, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order in Excess of $50,000 to Blue Cross Blue Shield of Florida for Administrative Services and Stop Loss Insurance for the Self-Funded Health Insurance Plan - Thomas G. Turner, Human Resources Department Director

That the Board approve and authorize the County Administrator to execute Change Order 1, in excess of $50,000, adding funds for Administrative Services and Stop Loss Insurance for the County's Self-Funded Health Insurance Plan:

Department	Human Resources
Division	Benefits
Type	Addition
Vendor	Blue Cross Blue Shield of Florida
Purchase Order	160477
Change Order	1
Amount	$720,000
Original Award Amount	$745,000
Cumulative Amount of Change Orders Through This Change Order	$720,000
New Purchase Order Total	$1,465,000

[Funding Source: Fund 501, Internal Service Fund, Cost Center 140836, Object Code 54501]

BACKGROUND:

In Fiscal Year 2015, the County issued an RFP for health insurance and went from a fully funded to a self funded program. There are three components of cost in a self funded program – claims, administrative costs and stop loss insurance coverage for both aggregate and individual levels. Florida Blue is combining billing for the administrative and stop loss insurance expense. There is no increased cost of the program but rather just shifting the fund allocation to match the billing process.

BUDGETARY IMPACT:

Funding for the above Purchase Orders is through Fund 501, Health Plan.

LEGAL CONSIDERATIONS/SIGN-OFF:

This is in accordance with Florida Statutes 112.09 and 112.0801.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

County Ordinance, Chapter 46, Article II, Section 46-64 providing for Board approval of Contracts of $50,000 or greater.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Human Resources Department will generate a Change Order to increase the Purchase Order accordingly. The Human Resources Department will coordinate with the Office of Purchasing.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10208 **County Administrator's Report** **12. 28.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: Contract Extension for PD 10-11.049 Custodial Services for County Buildings
From: David Wheeler, Department Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Extension on the Custodial Services for County Buildings Contract - David W. Wheeler, CFM, Facilities Management Department Director

That the Board take the following action concerning the Custodial Services for County Buildings, Contract PD 10-11.049:

A. Approve the third and final 12-month Contract extension, effective October 1, 2016, to American Facility Services, Inc.; and

B. Authorize the Chairman to sign all related documents.

[Funding: Facilities Management-Custodial: Fund 001, General Fund, Cost Center 310202, Object Code 53401; Employee Health Clinic: Fund 501, Internal Service Fund, Cost Center 150108, Object Code 53401; Roads and Bridges-Administration: Fund 175, Transportation Trust Fund, Cost Center 210401, Object Code 53401; Solid Waste-Administration: Fund 401, Solid Waste Fund, Cost Center 230301, Object Code 53401; Solid Waste-Recycling: Fund 401, Solid Waste Fund, Cost Center 230306, Object Code 53401; Solid Waste-Operations: Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 53401; Solid Waste-Palafox Transfer Station: Fund 401, Solid Waste Fund, Cost Center 230307, Object Code 53401]

BACKGROUND:

On August 4, 2011 the Board awarded the Custodial Services for County Buildings, Contract PD 10-11.049 to American Facility Services, Inc. for a term of three (3) years, effective October 1, 2011, with an option to renew for three (3) successive twelve (12) month periods.

The first twelve (12) month renewal option was executed effective October 1, 2014 and the second twelve (12) month renewal option was executed effective October 1, 2015. The contract manager is requesting to exercise the third and final twelve (12) month renewal option to be effective October 1, 2016. American Facility Services, Inc.

has agreed to offer the same terms and conditions with no price increase.

The Board has requested that contract extensions be brought to the Board for approval.

BUDGETARY IMPACT:

[Funding: Facilities Management-Custodial: Fund 001 General Fund, Cost Center 310202, Object Code 53401; Employee Health Clinic: Fund 501 Internal Service Fund, Cost Center 150108, Object Code 53401; Roads and Bridges-Administration: Fund 175 Transportation Trust Fund, Cost Center 210401, Object Code 53401; Solid Waste-Administration: Fund 401 Solid Waste Fund, Cost Center 230301, Object Code 53401; Solid Waste-Recycling: Fund 401 Solid Waste Fund, Cost Center 230306, Object Code 53401; Solid Waste-Operations: Fund 401 Solid Waste Fund, Cost Center 230314, Object Code 53401; Solid Waste-Palafox Transfer Station: Fund 401 Solid Waste Fund, Cost Center 230307, Object Code 53401]

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, FL 1999, Chapter 46, Finance, Article II, Purchase and Contracts. The Board has requested that contract extensions be brought to the Board for approval.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Extension Letter

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850) 595-4980
(SUNCOM) 695-4980
TELEFAX (850) 595-4805
http://www.myescambia.com/

CLAUDIA SIMMONS
Purchasing Manager

April 27, 2016

Kevin McCann
American Facility Services, Inc.
1325 Union Hill Industrial Court, Ste. A
Alpharetta, GA 30004

FAX: 770-475-7720

Re: Agreement with Escambia County for Custodial Services for County Buildings, PD 10-11.049

Dear Mr. McCann:
The contract agreement, Custodial Services for County Buildings, PD 10-11.049, has been successfully executed by both Parties, for the past (48) months, on the project that was awarded by the Board of County Commissioners on August 4, 2011.

Escambia County, is presently requesting to extend the present Contract Agreement for an additional twelve (12) month period, upon the mutual agreement of both parties. This current Contract extension period is due to expire on September 30, 2016.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested, or not on extending the contract for another twelve (12) months. I will need the signed letter, (original) by returned mail, with an immediate email/fax acceptance as soon as possible.

If you have any questions, please don't hesitate to call me, Lester L Boyd, Purchasing Specialist at (850) 595-4944, Fax: (850) 595-4944.

Sincerely,

Lester L. Boyd
Purchasing Specialist
Cc: David W. Wheeler, CFM Director

I want to extend the current contract **PD 10-11.049, Custodial Services for County Buildings, for Escambia County** for an additional **Twelve (12) months period** at the same terms and conditions.

X Yes ___ No _____ 4/27/2016
Signature Date

Harold Angel — Vice President
Printed Name of Signer — Title of Signer

Comments: _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10142 **County Administrator's Report** **12. 29.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: Public Restroom Facility and Boardwalk on Pensacola Beach - Interlocal Agreement
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Design and Construction of a Public Restroom Facility and Boardwalk with Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Interlocal Agreement between Escambia County, Florida, and the Santa Rosa Island Authority (SRIA):

A. Approve the Interlocal Agreement between Escambia County, Florida, and the SRIA relating to the Design and Construction of a Public Restroom Facility and Boardwalk with Observation Platform Across County Road (CR) 399 from the Portofino Condominiums on Pensacola Beach, for acceptance of funds and to provide project management; and

B. Authorize the Chairman to sign the Interlocal Agreement.

[Funding Source: Upon approval of the Interlocal Agreement with the Santa Rosa Island Authority (SRIA), and once the Portofino Island Improvement Funds (PIIF), in the amount of $300,000, have been received, a new Cost Center will be established in the Financial System and in the appropriate fund, so that costs can be tracked]

BACKGROUND:

At its regular meeting on April 13, 2016, the Santa Rosa Island Authority (SRIA) Board reviewed and approved the Interlocal Agreement authorizing PIIF funds in the amount of $300,000 to be spent for the design and construction of a new Gulfside public restroom facility on Pensacola Beach (Interlocal Agreement attached herein). The location of the facility is anticipated to be south of CR 399 (Via De Luna Drive) at the existing dune walkover across from Portofino Condos. The project will entail the reconstruction of the dune walkover as well as an observation platform.

County Staff will manage the project from design solicitation through construction completion. The facility will be an Escambia County-owned facility, and will be added to

the Facilities Management inventory.

It is anticipated that a maintenance agreement will be drafted and executed between Escambia County and Portofino Island Resort prior to construction completion. The maintenance agreement will establish a term length for maintenance, daily maintenance operations, and times of day for the facility to be locked and unlocked.

The SRIA Board and Gary Work as Trustee for the Pensacola Beach Land Trust have also executed the 8th Interim Agreement (Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk with Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach), and it is attached herein.

BUDGETARY IMPACT:

Upon approval of the Interlocal Agreement with the Santa Rosa Island Authority (SRIA), and once the Portofino Island Improvement Funds (PIIF) in the amount of $300,000 have been received, a new cost center will be established in the Financial System, and in the appropriate fund, so that costs can be tracked.

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual has reviewed and approved the Agreement for Legal Sufficiency.

PERSONNEL:

County and SRIA Staff will coordinate efforts.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Public Works Department will coordinate with SRIA Staff and OMB Staff for proper implementation of the Agreement.

Attachments

Interlocal Agreement

Restroom Facility Renderings

8th Interim Agreement - Gulfside Restroom

STATE OF FLORIDA
COUNTY OF ESCAMBIA

INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND THE SANTA ROSA ISLAND AUTHORITY RELATING TO THE DESIGN AND CONSTRUCTION OF A PUBLIC RESTROOM FACILITY AND BOARDWALK WITH OBSERVATION PLATFORM ACROSS COUNTY ROAD 399 FROM THE PORTOFINO CONDOMINIUMS ON PENSACOLA BEACH, FLORIDA

THIS AGREEMENT is made this ____ day of ____, 2016, 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, the SRIA has agreed to contribute Island Improvement Funds, as defined per Section IV, D.2.(a) of the Development Lease Agreement entered into between the SRIA and Gary Work as Trustee of the Pensacola Beach Land Trust recorded on June 30, 1997, in Official Record Book 4180 at Page 1985 of the Public Records of Escambia County, Florida, to the County for the design and construction of a public restroom facility and a boardwalk with an observation platform across County Road 399 from the Portofino Condominiums; and

WHEREAS, at the time of the execution of this Agreement the total amount of Island Improvement Funds available is two hundred and forty thousand ($240,000.00) dollars, but it is anticipated that an additional two hundred and forty-nine thousand two hundred and sixty-eight dollars and twenty-five cents ($249,268.25) will be available on or before July 1, 2016; and

WHEREAS, the County and SRIA have determined it is in the best interest of the citizens to enter into this Agreement whereby the SRIA shall contribute Island Improvement Funds for the County to design and construct a public restroom facility and a boardwalk with an observation platform across County Road 399 from the Portofino Condominiums on Pensacola Beach.

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. Purpose of Agreement.

1.1 The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

1.2 Pursuant to §163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby the SRIA shall contribute Island Improvement Funds for the County to design and construct a public restroom facility and a boardwalk with an observation platform across County Road 399 from the Portofino Condominiums on Pensacola Beach (hereinafter referred to as the "Project").

Section 2. Responsibilities of the Parties.

2.1 The SRIA agrees to contribute Island Improvement Funds to County in an amount not to exceed three hundred thousand dollars ($300,000.00) ("Sum") for the Project as provided herein to the extent such Island Improvement Funds are available or become available. The SRIA shall not be obligated to contribute funding for the Project from any source other than Island Improvement Funds. The first draw on the Sum shall be for no more than two hundred thousand dollars ($200,000.00) ("First Draw") and the SRIA will transfer the First Draw to the County on May 16, 2016 minus ten thousand dollars ($10,000.00) to cover expenses outlined in paragraph 5 of the Eighth Interim Agreement between the SRIA and Gary Work as Trustee of The Pensacola Beach Land Trust. The final draw on the Sum shall be for no more than one hundred thousand dollars ($100,000.00) ("Final Draw") and the SRIA will transfer the Final Draw to the County on July 15, 2016.

2.2 County shall be responsible for initiating, administering, and concluding the public procurement process for the Project.

2.3 Upon the SRIA's request, County shall provide copies of all financial records relating to the Project.

2.4 Any Island Improvement Funds provided by the SRIA which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations related to the Project will be returned to the SRIA in the form of a negotiable instrument.

2.5 It is expressly understood that this Agreement is subject to, and conditioned upon, the approval and execution of the Eighth Interim Agreement between the SRIA and Gary Work as Trustee of the Pensacola Beach Land Trust.

Section 3. Termination.

This Agreement may be terminated by either party at any time and for any reason upon thirty (30) days written notice to the other party; provided, however, that termination shall not affect the reimbursement of any costs then owing to the County by the SRIA, or which subsequently are owed to the County by the SRIA as a result of actions concluded following the effective date of termination.

Section 4. Liability.

(a) The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The SRIA agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, Florida, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the SRIA and agrees to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the SRIA or the County and nothing herein shall be construed as consent by the SRIA or the County to be sued by third parties in any matter arising out of this Agreement.

(b) Each party is responsible for maintaining, in a form acceptable to the parties, all necessary records of personnel and equipment used under this Agreement for a period of five (5) years and each parties' records shall subject to audit after reasonable notice.

Section 5. 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 6. Assignment.

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

Section 7. Headings.

Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

Section 8. Survival.

All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

Section 9. Interpretation.

(a) For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

(b) References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

Section 10. Severability.

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

Section 11. Further Documents.

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

Section 12. Notices.

All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

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

Payment to the County will be sent to:
Director of Administrative Services
P. O. Box 1591
Pensacola, Florida 32597-1591
850-595-4960

Section 13. 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 14. Governing Law.

The Agreement shall be interpreted under and its performance govemed 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 15. No Waiver.

The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 16. 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

_____
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

_____
Deputy Clerk

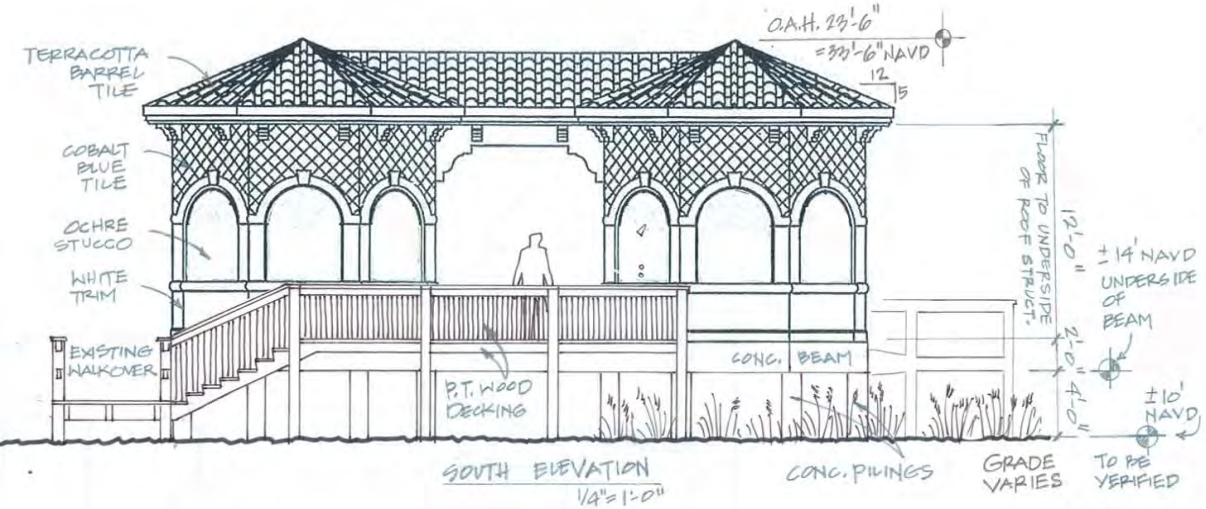
SRIA:
Santa Rosa Island Authority, a dependent special district created under the Laws of Florida, signing by and through its Chairman.

By: _____
Dave Pavlock, Chairman
Date: April 13, 2016

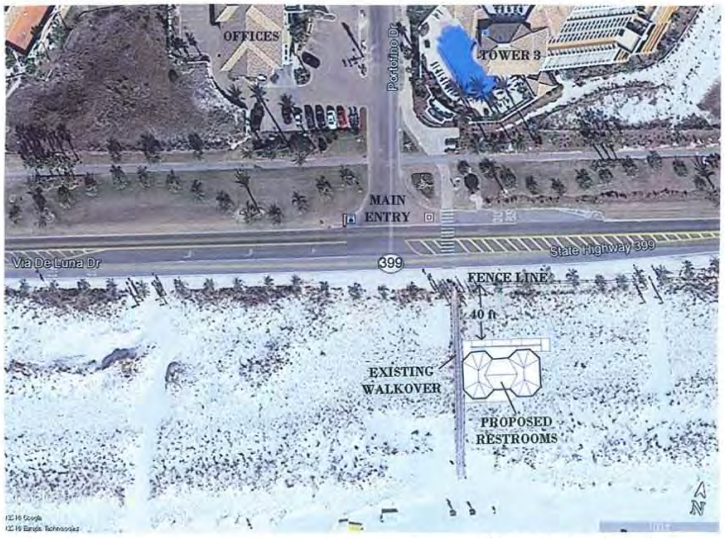
ATTEST:

By: _____
Jerry Watson, Secretary/Treasurer

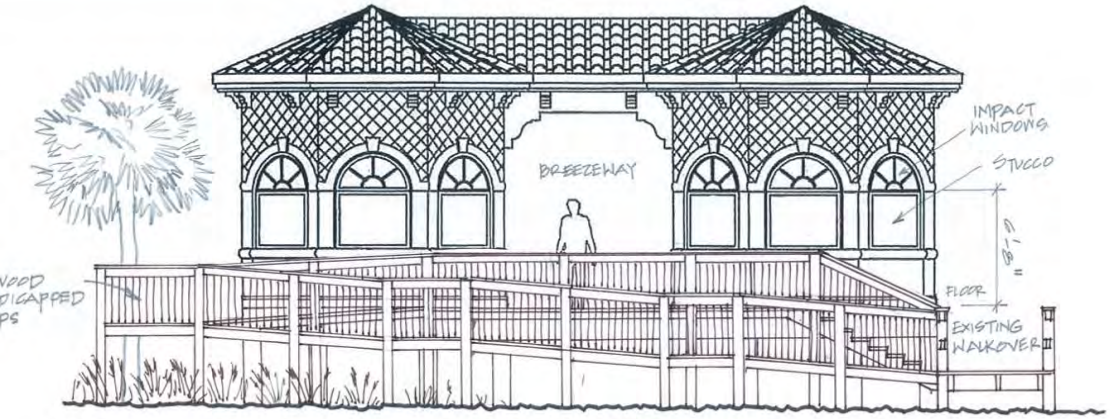
Approved as to form and legal sufficiency.
By/Title: _____
Date: 4/19/16



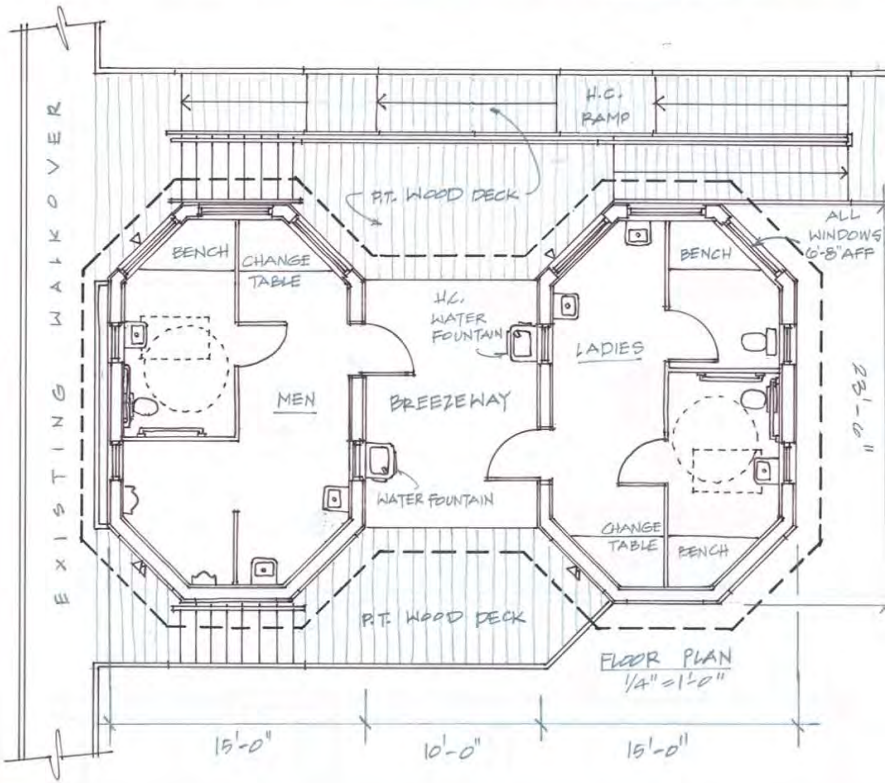
SOUTH ELEVATION
1/4"=1'-0"



SITE PLAN 1:100



NORTH ELEVATION
1/4"=1'-0"



FLOOR PLAN
1/4"=1'-0"

PROPOSED PORTOFINO BEACH RESTROOMS

MARCH 16, 2016

Eighth Interim Agreement
(Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach)

This Eighth Interim Agreement (Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach) is effective April 19, 2016, between the Santa Rosa Island Authority ("Authority") and Gary Work as Trustee of the Pensacola Beach Land Trust ("Lessee").

WHEREAS the parties are engaged in negotiations for the Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach; and,

WHEREAS the parties have amended that certain Development Lease Agreement entered into between the Authority and Portofino on June 30, 1997, in Official Record Book 4180 at Page 1985 of the public records of Escambia County, Florida ("Lease") to allow for the use of island improvement funds under Section IV D.2.(a) of the Lease ("Island Improvement Funds"). The First Amendment to Development Lease Agreement dated April 13, 2011 is recorded at Official Record Book 6711 at Page 96 of the public records of Escambia County, Florida ("Amendment To Lease"); and,

WHEREAS the Lease and the Amendment to Lease are incorporated herein by reference.

WHEREAS the parties desire to memorialize the terms of the Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach; and,

WHEREAS the actual Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach shall be accomplished by Escambia County, Florida via an Interlocal Agreement between Escambia County, Florida and the Authority subject to the execution of this Eighth Interim Agreement (Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach); and,

WHEREAS the parties agree that the Lessee and the Authority will not have approval rights under this Eighth Interim Agreement (Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach) with respect to Escambia County, Florida's procurement of the Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach except as provided in the Interlocal Agreement between Escambia County, Florida and the Authority; and,

NOW, THEREFORE, for and in consideration of the premises and other good and valuable considerations, the receipt and sufficiency of which are hereby

acknowledged, the parties hereto hereby agree, covenant, consent, and approve as follows:

1. The recitals contained in the Preamble of this Eighth Interim Agreement (Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach) are declared to be true and correct and are incorporated into this Eighth Interim Agreement (Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach).

2. The Authority and the Lessee agree that the amounts to be withdrawn from the Island Improvement Funds, currently held by the Authority, shall be used for the Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach.

3. The parties hereby agree that the up to three hundred thousand ($300,000.00) dollars of Island Improvement Funds may be used for the Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach.

4. The parties hereby agree that the Lessee and the Authority will not have approval rights under this Eighth Interim Agreement (Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk

With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach) with respect to Escambia County, Florida's procurement of the Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach except as provided in this Interlocal Agreement between Escambia County, Florida and the Authority.

5. All costs incurred by the Authority and the Lessee, including the payment of each party's attorneys' fees, pursuant to this Eighth Interim Agreement (Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach) with respect to Escambia County, Florida's Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach shall be paid exclusively from Island Improvement Funds accrued pursuant to Section IV D.2.(a) of the Lease and the Amendment to Lease. The Authority shall pay each request for payment directly to the payee designated within the written request for payment within twenty (20) days of written request for payment submitted to the Authority.

6. Any Island Improvement Funds utilized for the Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino

Condominiums on Pensacola Beach shall reduce the total sums to which Lessee is entitled under Section IV D.2.(a) of the Lease and the Amendment to Lease.

7. When all of the terms of this Eighth Interim Agreement (Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach) are performed, this Eighth Interim Agreement (Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach) shall terminate unless otherwise agreed by the parties.

8. Entering into this Eighth Interim Agreement (Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach) does not commit either party to any further agreements or contracts relating to the use of Island Improvement Funds; nor is this Eighth Interim Agreement (Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach) to be construed to amend the Lease or the Amendment to Lease in any way.

9. The parties agree that if the terms and conditions of this Eighth Interim Agreement (Design and Construction of a Gulfside Public Restroom

Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach) are in dispute or require enforcement, then the prevailing party in any such dispute or enforcement action, administrative or judicial, shall be entitled to reimbursement of all reasonable attorneys' fees and costs relating to the dispute or enforcement action at trial and on appeal, including attorneys' fees and costs incurred establishing the amount of attorneys' fees and costs to which the party is entitled. Venue for such action shall be exclusively in state courts of Escambia County, Florida.

10. The parties agree that this Eighth Interim Agreement (Design and Construction of a Gulfside Public Restroom Facility and New Boardwalk With Observation Platform Across County Road 399 from the Portofino Condominiums on Pensacola Beach) may not be assigned without the mutual consent of both parties.

11. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach by the other party shall constitute a consent to, waiver of, or excuse of any other different or subsequent breach.

Gary Work as Trustee of
The Pensacola Beach Land Trust

By:
Its:

ATTEST:

Jerry Watson
Secretary/Treasurer

SANTA ROSA ISLAND AUTHORITY

Dave Pavlock
Chairman

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10214 **County Administrator's Report** **12. 30.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: Concerning the Purchase of One Tractor Towed Hydraulic Cleaning Machine for Santa Rosa Island Public Works
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of One Tractor Towed Hydraulic Cleaning Machine for Santa Rosa Island Public Works - Joy D. Blackmon. P.E., Public Works Department Director

That the Board authorize the County to utilize the GSA Contract #GS-30F-0038V and award a Purchase Order to H. Barber & Sons, Inc., in the amount of $51,352.64, for the purchase of one 2016 Tractor Towed Hydraulic Cleaning Machine, Barber Surf Rake, Model 600HD (S600HD) with selected options, according to the specifications of VE 15-16.008.

The Office of Purchasing posted the request on the Escambia County Website for 30 days, with no responses.

[Funding Source: Fund 001, "General Fund", Cost Center 211401, Object Code 56401]

BACKGROUND:

This hydraulic cleaning machine, upon purchase, will replace an older model Cherrington 4500XL in the current fleet, which will be auctioned as surplus. This new unit will enhance the beach cleaning program of the Santa Rosa Island Public Works Division.

BUDGETARY IMPACT:

Funds are available in Fund 001, "General Fund", Cost Center 211401, Object Code 56401.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and Award a Purchase Order.

In an effort to encourage competition from local businesses and in compliance with Board adopted policy, this purchase was advertised on the County's website for 30 days beginning March 10, 2016. There were no responses.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Office of Purchasing will issue a Purchase Order.

Attachments

VE 15-16.008

H.Barber & Sons quote

GSA contract GS-30F-0038V

Claudia Simmons, Manager
Office of Purchasing

The Public Works Department, Pensacola Beach Division of Escambia County, Florida

desires to purchase: Quantity: One (1) ea.

Base Description:

Year: 2016 - or current manufacturer's year

Model: TRACTOR TOWED HYDRAULIC CLEANING MACHINE

Color: Manufacturer's Standard

Equipment: See Specification page(s)

Warranty: See Specification page(s)

Options required:

See specifications page(s)

Delivery Required (from order date):

90- 120 days after receipt of order

Maximum Budgeted Purchase Amount:

$ 51,353.00 Total

VE 15-16.008 Public Works Pensacola Beach Division Tractor Towed Hydraulic Cleaning Machine

VE 15-16.008 Public Works Pensacola Beach Division Tractor Towed Hydraulic Cleaning Machine

TECHNICAL SPECIFICATIONS FOR
TRACTOR TOWED HYDRAULIC BEACH CLEANING MACHINE

DIMENSIONS: H: 7'6" L: 13'1" W: 7'8"

WEIGHT: Approximately 3800 lbs

CLEANING WIDTH: 7 feet

CLEANING DEPTH: Adjustable to 6"

OPERATING SPEED: 1.0 to 15.0 miles per hour

DEBRIS REMOVED: Broken glass, plastic, syringes, cigarette butts, pop-tops, straws, cans, tar balls, stones 3/8" to 6" in diameter, sea grass, seaweed, fish, small pieces of wood.

PERFORMANCE: Cleans up to 9 acres per hour

HOPPER: 3 cubic yards (4,500 lbs cap)

DUMP HEIGHT: 9 feet

TIRES: 36 x 13.5 x 15 high flotation design

CONVEYOR: Of bar flight type, covered with continuous 6' wide belt, with stainless steel spring tines mounted on it.

HYDRAULIC DRIVE: Completely sealed and protected by the full flow filter. Large capacity spline mounted pump, hydraulic motor, flow control, and built-in overflow protection.

HYDRAULIC FLOW: 12 gallons per minute

HYDRAULIC CAP: 16 gallons

CYLINDERS: Lift 3" x18" single acting Trip 2' x 5' single acting

PAINT: Dupont IMRON Polyurethane enamel

TRACTOR: 60 PTO horsepower 4-wheel drive agricultural type tractor with 30" rear wheels.

OTHER TRACTOR REQUIREMENTS: 540 RPM rear PTO, 3-point hitch and depending on model and options, up to two remote hydraulic valves with raise, hold and float positions. Larger or smaller tractors may be used depending on beach conditions.

VE 15-16.008 Public Works Pensacola Beach Division Tractor Towed Hydraulic Cleaning Machine

Options:

601HD Galvanizing - Hot Dip

601HD Finisher Assy Auto

Posting Date	Thursday, March 10, 2016
Due Date for Offers	Friday, April 8, 2016
Depart.	Terry Gray, Fleet Maintenance
Fleet Maint.	Terry Gray, Fleet Maintenance

VE 15-16.008 Public Works Pensacola Beach Division Tractor Towed Hydraulic Cleaning Machine

Offers for the sale of vehicle or equipment meeting the specifications for VE 15-16.008 Public Works Pensacola Beach Division Tractor Towed Hydraulic Cleaning Machine Equipment Purchase #1 as listed will be accepted until **5:00 pm on Friday, April 8, 2016**. Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing, 2nd floor, Room
11.101, Matt Langley Bell, III Bldg.,
213 Palafox Place, Pensacola, Florida 32502
And clearly marked with the Specification Number VE 15-16.008 Public Works Pensacola Beach Division Tractor Towed Hydraulic Cleaning Machine and the name of the offerer.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

GSA Contract Holder
GSA Contract Holder: H Barber & Sons, Inc.
GSA Contract #: GS-30F-0038V
GSA SIN #271-104

BARBER
15 Raytkwich Drive, Naugatuck, CT 06770
Tel: (203) 729-9000 Fax: (203) 729-4000
www.hbarber.com

To:
March 9, 2016
Terry Gray
Escambia County Fleet Division
601 Hwy 297-A
Cantonment, FL

Ship to Location:	Cantonment, FL

Prepared for ESCAMBIA COUNTY, FL

GSA CONTRACT NUMBER: GS-30F-0038V

GSA Contract List Items

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Barber Surf Rake, Model 600HD (S600HD)	1	$45,152.64	45152.64
		Total GSA Price	$ 45,152.64

Open Market Options

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
601HD Galvanizing - Hot Dip	1.00	4,100.00	$ 4,100.00
601HD Finisher Assy Auto	1.00	2,100.00	$2,100.00
		Total Open Market Item Price	$ 6,200.00

Total combined price of GSA Items and Open Market item(s) FOB Escambia Coutny, FL:	$ 51,352.64

Authority Statement-Please include on Order Paperwork:
This order is placed under GSA Schedule number 271-104 under the authority of the GSA Disaster Purchasing program. The products and services purchased will be used in preparation or response to disasters or recovery from major disaster declared by the President, or recovery from terrorism or nuclear, biological, chemical, or radiological attack.

Should you require further assistance or have any questions regarding this quote, please feel free to contact me.

Best Regards,

Thomas J. Chapman
H. Barber & Sons, Inc.
203-729-9000
thomasc@hbarber.com

To directly access our contract on the GSA website, click the link below. Should you require further assistance or have any questions regarding this quote, please do not hesitate to contact me. GSA Contract Direct Link:
http://www.gsaelibrary.gsa.gov/ElibMain/contractorInfo.do?contractNumber=GS-30F-0038V&contractorName=H.+BARBER+%26+SONS%2C+INC.&executeQuery=YES

GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The Internet address for GSA Advantage! is:
http://www.gsaadvantage.gov

WORLDWIDE FEDERAL SUPPLY SCHEDULE CONTRACT FOR FSC GROUP 23, PART V: VEHICULAR MULTIPLE AWARD SCHEDULE (VMAS)

CONTRACT NUMBER:
GS-30F-0038V

PERIOD COVERED BY CONTRACT:
June 25, 2009 – June 24, 2019

H. Barber & Sons, Inc.
15 Raytkwich Drive
Naugatuck, CT 06770
Phone: (203) 729-9000
FAX: (203) 729-4000
Email: hbarber@hbarber.com
www.hbarber.com

General Services Administration
GSA Automotive, Heavy & Medium Vehicles Division (FFAH)

Business Size: **SMALL**
DUNS: **05-635-0622**

Pricelist current through Modification #**PA-0010**, effective date **June 19, 2014**

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at http://www.fss.gsa.gov.

GSA AWARDED TERMS AND CONDITIONS
H. Barber & Sons, Inc.

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

SIN 271-104: CLEARING AND CLEANING EQUIPMENT—Limited to rider-operated sweepers/scrubbers, self-contained snowplows, snow blowers and runway de-icing trucks, trailers and slide-in units.—FSC 3825

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract.

SIN 271-104: Barber SAND MAN 850 - $11,570.33

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item.

NOT APPLICABLE

2. Maximum order. **30 Units**

3. Minimum order. **$100**

4. Geographic coverage (delivery area). **Domestic delivery - the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories.**

5. Point(s) of production (city, county, and State or foreign country).

H. Barber & Sons, Inc.
15 Raytkwich Drive
Naugatuck, New Haven County, CT 06770
Phone: (203) 729-9000
FAX: (203) 729-4000

6. Discount from list prices or statement of net price. **GSA Net pricing as shown in pricing tables below**

7. Quantity discounts. **Quantity discounts as shown in pricing tables below.**

8. Prompt payment terms.

0%, Net 30 Days. Prompt Payment Terms of net 30 days take effect when the Government is in receipt of a valid invoice, accompanied by a receiving document that acknowledges that the product has been received and accepted.

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.

YES

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.

YES

10. Foreign items (list items by country of origin).

SAND MAN 850 – Forli, Italy

11a. Time of delivery. (Contractor insert number of days.)

30 Days ARO

11b. Expedited Delivery.

NOT APPLICABLE

11c. Overnight and 2-day delivery.

NOT APPLICABLE

11d. Urgent Requirements.

NOT APPLICABLE

12. F.O.B. point(s). **Destination**

13a. Ordering address

H. Barber & Sons, Inc.
15 Raytkwich Drive
Naugatuck, CT 06770
Phone: (203) 729-9000
FAX: (203) 729-4000
Email: hbarber@hbarber.com

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's), and a sample BPA can be found at the GSA/FSS Schedule homepage (fss.gsa.gov/schedules).

14. Payment address(es).

H. Barber & Sons, Inc.
Attn: Accounts Receivable
15 Raytkwich Drive
Naugatuck, CT 06770
Phone: (203) 729-9000
FAX: (203) 729-4000
Email: hbarber@hbarber.com

15. Warranty provision.

Standard Commericial Warranty applies

16. Export packing charges, if applicable.

NOT APPLICABLE

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).

SAME

18. Terms and conditions of rental, maintenance, and repair (if applicable).

NOT APPLICABLE

19. Terms and conditions of installation (if applicable).

NOT APPLICABLE

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).

NOT APPLICABLE

20a. Terms and conditions for any other services (if applicable)

NOT APPLICABLE

21. List of service and distribution points (if applicable).

NOT APPLICABLE

22. List of participating dealers (if applicable).

NOT APPLICABLE

23. Preventive maintenance (if applicable).

Please refer to the Operator's Manual for further information.

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).

NOT APPLICABLE

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.

NOT APPLICABLE

25. Data Universal Number System (DUNS) number.

05-635-0622

26. Notification regarding registration in System Award Management (SAM) database.

Cage Code # 5F1M8 Effective through May 29th, 2015

Awarded GSA Pricing

Quantity 1-3

SIN	MFR	MFR PART #	PRODUCT DESCRIPTION	Awarded GSA Price	COO	WARRANTY
271-104	H. Barber & Sons, Inc.	S600HD	Barber SURF RAKE Model 600HD	$45,152.64	US	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	S400	Barber SURF RAKE Model 400	$19,901.26	US	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	SM850	Barber SAND MAN Model 850	$11,570.33	IT	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	T400	Barber TURF RAKE Model 400	$19,280.60	US	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	T400HD	Barber TURF RAKE Model 400HD	$33,413.80	US	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	T600HD	Barber TURF RAKE Model 600HD	$44,743.58	US	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	LP-1	Barber LITTER PICKER Model LP-1	$50,007.05	US	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	RR200	Barber ROAD RAKE Model 200	$70,029.22	US	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	S400HD-E	Barber SURF RAKE Model 400HD Enhanced Increased Hopper	$33,906.30	US	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	S480	Barber Beach Sanitizer Model 480	$53,023.68	US	1 Year - See Warranty Statement

Quantity 4-7

SIN	MFR	MFR PART #	PRODUCT DESCRIPTION	Awarded GSA Price	COO	WARRANTY
271-104	H. Barber & Sons, Inc.	S600HD	Barber SURF RAKE Model 600HD	$ 44,124.94	US	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	S400	Barber SURF RAKE Model 400	$ 19,901.26	US	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	SM850	Barber SAND MAN Model 850	$ 11,346.35	IT	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	T400	Barber TURF RAKE Model 400	$ 19,280.60	US	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	T400HD	Barber TURF RAKE Model 400HD	$ 33,413.80	US	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	T600HD	Barber TURF RAKE Model 600HD	$ 44,743.58	US	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	LP-1	Barber LITTER PICKER Model LP-1	$ 48,943.07	US	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	RR200	Barber ROAD RAKE Model 200	$ 68,521.91	US	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	S400HD-E	Barber SURF RAKE Model 400HD Enhanced Increased Hopper	$ 33,906.30	US	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	S480	Barber Beach Sanitizer Model 480	$ 53,023.68	US	1 Year - See Warranty Statement

Quantity 8-14

SIN	MFR	MFR PART #	PRODUCT DESCRIPTION	Awarded GSA Price	COO	WARRANTY
271-104	H. Barber & Sons, Inc.	S600HD	Barber SURF RAKE Model 600HD	$ 43,868.01	US	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	S400	Barber SURF RAKE Model 400	$ 19,901.26	US	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	SM850	Barber SAND MAN Model 850	$ 11,281.51	IT	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	T400	Barber TURF RAKE Model 400	$ 19,280.60	US	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	T400HD	Barber TURF RAKE Model 400HD	$ 33,413.80	US	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	T600HD	Barber TURF RAKE Model 600HD	$ 44,743.58	US	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	LP-1	Barber LITTER PICKER Model LP-1	$ 48,677.08	US	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	RR200	Barber ROAD RAKE Model 200	$ 68,145.09	US	1 Year - See Warranty Statement

271-104	H. Barber & Sons, Inc.	S400HD-E	Barber SURF RAKE Model 400HD Enhanced Increased Hopper	$ 33,906.30	US	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	S480	Barber Beach Sanitizer Model 480	$ 53,023.68	US	1 Year - See Warranty Statement

Quantity 15-29

SIN	MFR	MFR PART #	PRODUCT DESCRIPTION	Awarded GSA Price	COO	WARRANTY
271-104	H. Barber & Sons, Inc.	S600HD	Barber SURF RAKE Model 600HD	$ 43,611.08	US	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	S400	Barber SURF RAKE Model 400	$ 19,901.26	US	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	SM850	Barber SAND MAN Model 850	$ 11,216.68	IT	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	T400	Barber TURF RAKE Model 400	$ 19,280.60	US	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	T400HD	Barber TURF RAKE Model 400HD	$ 33,413.80	US	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	T600HD	Barber TURF RAKE Model 600HD	$ 44,743.58	US	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	LP-1	Barber LITTER PICKER Model LP-1	$ 48,411.08	US	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	RR200	Barber ROAD RAKE Model 200	$ 67,768.26	US	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	S400HD-E	Barber SURF RAKE Model 400HD Enhanced Increased Hopper	$ 33,906.30	US	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	S480	Barber Beach Sanitizer Model 480	$ 53,023.68	US	1 Year - See Warranty Statement

Quantity 30+

SIN	MFR	MFR PART #	PRODUCT DESCRIPTION	Awarded GSA Price	COO	WARRANTY
271-104	H. Barber & Sons, Inc.	S600HD	Barber SURF RAKE Model 600HD	$ 43,354.16	US	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	S400	Barber SURF RAKE Model 400	$ 19,901.26	US	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	SM850	Barber SAND MAN Model 850	$ 11,151.84	IT	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	T400	Barber TURF RAKE Model 400	$ 19,280.60	US	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	T400HD	Barber TURF RAKE Model 400HD	$ 33,413.80	US	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	T600HD	Barber TURF RAKE Model 600HD	$ 44,743.58	US	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	LP-1	Barber LITTER PICKER Model LP-1	$ 48,145.09	US	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	RR200	Barber ROAD RAKE Model 200	$ 67,391.44	US	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	S400HD-E	Barber SURF RAKE Model 400HD Enhanced Increased Hopper	$ 33,906.30	US	1 Year - See Warranty Statement
271-104	H. Barber & Sons, Inc.	S480	Barber Beach Sanitizer Model 480	$ 53,023.68	US	1 Year - See Warranty Statement

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10215 **County Administrator's Report** **12. 31.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: Concerning the Purchase of One Street Sweeper, Cabover Mechanical Broom Type, for Santa Rosa Island Public Works
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of One Street Sweeper for Santa Rosa Island Public Works - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the County to utilize the National Joint Powers Alliance (NJPA) Contract #022014-FSC and award a Purchase Order to Sansom Equipment Company, in the amount of $172,110.30, for One 2016 Elgin Broom Badger Sweeper for the Santa Rosa Island Public Works Division, according to the specifications of VE 15-16.011.

The Office of Purchasing posted the request on the Escambia County Website for 30 days, with no additional responses.

[Funding Source: Fund 001, "General Fund", Cost Center 211401, Object Code 56401]

BACKGROUND:

This street sweeper vehicle, upon purchase, will replace an older Elgin Pelican Sweeper model in the current fleet, which will be traded in on the new unit. This new unit will facilitate the continuation of the street/parking area sweeping program of the Santa Rosa Island Public Works Division.

BUDGETARY IMPACT:

Funds are available in Fund 001, "General Fund", Cost Center 211401, Object Code 56401.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and Award a Purchase Order.

In an effort to encourage competition from local businesses and in compliance with Board adopted policy this purchase was advertised on the County's website for 30 days beginning March 23, 2016. There were no additional responses.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue a Purchase Order upon approval.

Attachments

VE 15-16.011

NJPA Sansom Quote

Board of County Commissioners • Escambia County, Florida

Claudia Simmons, Manager
Office of Purchasing

The Public Works Pensacola Beach Division, Escambia County, Florida desires to purchase:

Quantity: One (1) ea.

Base Description:

Year: 2016 - 0 mileage

Model: STREET SWEEPER, CABOVER MECHANICAL BROOM TYPE--. SIX WHEEL, WITH SQUEEGEE STYLE CONVEYOR AND HIGH DUMP HOPPER

Color: White

Equipment: See Specification page(s)

Warranty: See Specification page(s)

Options required:

See specifications page(s)

Delivery Required (from order date):

90 days

Maximum Budgeted Purchase Amount:

$ 172,111.00 total

VE 15-16.011 Public Works Pensacola Beach Division Street Sweeper

VE 15-16.011 Public Works Pensacola Beach Division Street Sweeper

TECHNICAL SPECIFICATIONS FOR

SIX WHEEL BROOM STREET SWEEPER WITH SQUEEGEE STYLE CONVEYOR AND HIGH DUMP HOPPER

Section A - Chassis

1.0 CHASSIS

1.1 Chassis shall be cab over design with 19,500 GVW rating.

1.2 Wheelbase shall be not more than 109 inches.

1.3 Cab to axle to accommodate vertical exhaust with after treatment.

1.4 For maximum maneuverability, the sweeper shall have an outside turning radius not to exceed 17’ 7”.

1.5 Chassis shall include exhaust brake.

1.6 One- (1) 30-gallon fuel tank shall be used for the chassis engine and shall be easily accessible without raising or shifting any components. A fuel gauge, in cab, shall be supplied. Sight tube is not acceptable.

2.0 CHASSIS ENGINE

2.1 Truck engine shall be 2013 Emission Compliant, turbocharged diesel, 215 Hp @ 2500 RPM, 452ft-lbs. @ 1850 RPM.

2.2 Truck engine shall be equipped with a single vertical exhaust system with after treatment.

2.3 The cooling system shall be protected to -34o F.

2.4 Engine shall be equipped with single stage dry-type air cleaner, spin-on fuel filter, full flow oil filter, and heated fuel/water separator with in-cab.

2.5 Radiator fan shall be viscous drive type.

2.6 A Diesel Exhaust Fluid (DEF) tank shall be provided.

3.0 TRANSMISSION, AXLES, WHEELS & BRAKES

3.1 A 6 speed (or approved equal) automatic transmission with heavy duty oil cooler shall be provided.

VE 15-16.011 Public Works Pensacola Beach Division Street Sweeper

3.2 The rear axle shall have a ratio of 5.57:1 for proper sweeping speeds.

3.3 The 7,275 lb. front axle shall be equipped with 8440 lb. springs and shock absorbers.

3.4 The 14,550 lbs rear axle and suspension will be required.

3.5 The system must have rubber snubber equipped suspension to maintain ride height during transport and provide dumping stability.

3.6 For safety and to allow the emergency interchange of tires at a job site and front and rear tires and rims shall all be interchangeable.

3.7 Tires shall be tubeless radial tires 12 ply 225R19.5 "F" load rated. The rear axle shall include dual tires for load capacity; singles will not be acceptable.

3.8 Rims shall be 6 hole steel hub piloted 19.5 x 6.

3.9 Parking brake shall be expanding drum on the driveline.

4.0 CAB

4.1 Maximum visibility, forward line of sight from the chassis front bumper to the point on the ground visible to the operator shall not exceed 8 feet for an SAE 98th percentile size operator.

4.2 Steering shall be full power with left side operator controls.

4.3 Steering column shall have tilt and telescopic adjustment

4.4 Seats shall be adjustable, vinyl bench and include 3 point seat belts.

4.5 Sweeper shall include outside west coast type mirrors with lower 8 inch convex lens for easy viewing of the side broom during sweeping.

4.6 To maximize operator visibility of the curb and sweeping gear, a 12” outside RH convex mirror shall be provided on both sides.

4.7 Hydraulic functions shall be controlled by rocker switches located in a cab mounted control panel.

4.8 For safety during night sweeping, switches shall be illuminated so that they can be readily identified without the use of the cab dome light.

4.9 Switches shall be clearly identified by name and symbol.

VE 15-16.011 Public Works Pensacola Beach Division Street Sweeper

4.10 Cab interior environment shall be fully air-conditioned including a fresh air heater/ventilator/defroster.

4.11 Cab shall have full flow through ventilation for optimal temperature control and operator comfort.

4.12 Wipers shall have intermittent feature.

4.13 Interior of cab shall have acoustical insulation for low operating noise, automotive type trim, and center sweeper console.

4.14 Dash shall be faced with soft molded plastic.

4.15 All glass shall be tinted safety glass.

4.16 Operator position shall have adjustable sun visor.

4.17 Doors shall have keyed alike locks.

4.18 Door windows shall be power roll up type.

4.19 Side windows shall have defogger.

4.20 Cab shall include 12V power supply

4.21 Cab shall include an AM/FM CD radio installation.

5.0 INSTRUMENTS

5.1 Chassis left side operator instrument panel shall be chassis OEM, full vision illuminated with tachometer, speedometer, odometer, trip odometer, hour meter, trip hour meter, fuel gauge, DEF gauge, water temperature gauge, oil pressure gauge, volt gauge, and emission level indicator.

5.2 Truck instruments shall include warning lights for battery, transmission, and engine.

5.3 Sweeper engine instruments shall include tachometer, hour meter, oil pressure, fuel, voltage, and coolant temperature for complete information for the operator on the condition of the auxiliary engine.

5.4 Instruments shall include an auxiliary engine air intake restriction indicator mounted in the fixed console, for ease of maintenance, and a hopper "full load" indicator to notify the operator the hopper is fully loaded.

5.5 Dash, all console switches including transmission controls, and all gauges shall be illuminated.

6.0 ELECTRICAL

6.1 Batteries should be located in an enclosed accessible environment for long life and ease of service.

6.2 Chassis shall have two (2) maintenance free batteries rated at not less than 1500 CCA total, 12 volt.

6.3 Chassis engine shall have a 110 amp alternator.

6.4 Chassis lighting shall include sealed multi-beam halogen head-lights, stop lights, tail lights, backup lights, license plate lights, clearance lights, signal lights, illuminated gauges and instrument panel, and directional lights with hazard switch.

Section B - Sweeper Module

7.0 SWEEPER ENGINE

7.1 59 HP diesel engine, EPA Tier 4i emissions compliant.

7.2 Engine shall be equipped with a full flow oil filter and fuel filter.

7.3 Dual stage, dry type air intake with pre-cleaner. Reset type restriction indicator on air filter housing.

7.4 Engine shall be protected by a 50/50 mixture anti-freeze/water for cold weather storage and or operation.

7.5 Engine, radiator and all auxiliary engine driven devices shall be resilient mounted through a dedicated engine frame.

7.6 Safety shut down system for high coolant temperature, low oil pressure and low hydraulic oil level with direct reading gauges mounted in rear engine compartment.

7.7 Engine and front of the engine radiator shall be accessible without the use of any tools.

7.8 The sweeper engine shall have a shared 30 gallon fuel tank.

VE 15-16.011 Public Works Pensacola Beach Division Street Sweeper

8.0 SIDE BROOMS

8.1 Each side broom shall be driven by a hydraulic motor directly mounted to the broom disc plate and driven by a hydraulic motor. They shall be the vertical digger type, trailing arm design. Hydraulic motors shall incorporate a relief valve for maximum pressure safety.

8.2 Minimum diameter of side brooms shall be 36-inch.

8.3 To hold broom pattern regardless of up and down motion, arm suspension design shall be the parallelogram type. Free floating suspension to allow up/down and in/out movement to cushion impacts.

8.4 Brooms shall be hydraulically raised and lowered by the operator from the cab while moving.

8.5 Suspension and pressure control shall be hydraulic, automatic self-adjusting and maintain a set pattern throughout the broom life with no input from the operator. Arms shall be independently operated to maintain a set pattern over all surfaces, without the use of shocks, springs, or linkages. Broom pressure indicator shall be a gauge in the engine compartment.

8.6 Broom shall consist of five (5) segments on the curbside and four (4) segments on the street side, filled with tempered steel wire bristles.

8.7 Each broom shall have a spotlight for night operation.

8.8 Minimum sweeping width of 114’ with both side brooms down.

8.9 Sweeper shall be equipped with a center deflector to windrow material transferred by the side brooms.

8.10 The side broom motors shall be able to apply adequate digging torque to the broom discs without stalling.

9.0 MAIN BROOM

9.1 The main broom shall not be less than 58 inches long and not less than 36 inches in diameter.

9.2 Broom shall be driven by a hydraulic motor directly mounted to the broom core. The motor shall be protected from overpressure by the use of a relief valve.

9.3 Suspension and pressure control shall be adjustable, and be able to provide a range of set patterns throughout the broom life.

9.4 Main broom shall be prefab disposable type, filled with polypropylene.

VE 15-16.011 Public Works Pensacola Beach Division Street Sweeper

9.5 Main broom shall be shielded by a hinged plastic hood.

9.6 Main broom hood shall be designed to not only prevent material from being over thrown into following traffic, but also be capable of channeling over throw back into the dirt chamber.

9.7 Main broom shall have a work light.

9.8 Main broom shall be hydraulically raised or lowered by in-cab control.

9.9 Main broom grease fittings shall be centrally located.

9.10 The main broom motor shall be able to apply adequate digging pressure to the broom without stalling.

10.0 SQUEEGEE CONVEYER

10.1 Conveyer shall be able to load hopper to 100% of rated useable capacity.

10.2 Conveyer rotation, forward or reverse shall be selectable without leaving the cab.

10.3 Chain squeegee type elevator, with 8 replaceable rubber flights.

10.4 Conveyer speed shall be variable with the sweeper engine from the cab.

10.5 The conveyer system will be driven hydraulically and protected for overpressure by relief valve. The unit shall include an audio and visual conveyer stall alarm.

10.6 Conveyer grease fittings shall be centrally located.

10.7 The conveyer shall be no less than 58” wide.

10.8 For greater durability, the elevator floor shall be constructed from ¼” abrasion resistant steel.

11.0 HOPPER

11.1 Hopper “Full” indicator, activated by hopper weight.

11.2 Hydraulically controlled hopper door shall automatically open when the container is tilted. Door shall be a minimum 36” in length to center the debris while dumping.

11.3 Hopper volumetric capacity shall be not less than.4.0 cubic yards. Useable capacity not less than 3.2 yards. A hopper inspection door shall be supplied.

VE 15-16.011 Public Works Pensacola Beach Division Street Sweeper

11.4 Variable dump heights, minimum 18” to maximum 120” measured at the bottom of the chute.

11.5 Scissor type lift with greaseless pins.

11.6 Double scissor lift with single telescoping cylinders.

11.7 Minimum dumping capacity of 9,400 lbs.

11.8 Sweeper shall not require jack stands and/or outriggers to stabilize chassis during dumping cycle. Units requiring this stabilization are not acceptable.

11.9 Terrain level sensor, disables hopper raise if unit on overly unlevel ground.

12.0 SPRAY WATER SYSTEM

12.1 Tank capacity shall be not less than 220 U.S. gallons (833 L).

12.2 Tank shall be constructed of polyethylene.

12.3 To prevent the contamination of the water supply, tank shall be equipped with an anti-siphon device Compliant to American National Standard Air gaps in plumbing systems ASME A112.12-1991.

12.4 Three (3) spray nozzles at each side broom and four (4) spray nozzles on rear broom spray bar and five (5) nozzles under from bumper shall be provided. Independent control of each zone shall be provided.

12.5 An 80 mesh filter on suction line in-line water filter shall be provided with the fill hose to prevent contaminants from entering the water tank.

12.6 Spray water pump shall be a diaphragm type to provide adequate flow and pressure to properly atomize water for efficient dust control.

13.0 HYDRAULIC SYSTEM

13.1 Maximum 30-gallon hydraulic reservoir with sight gauge indicating oil level and temperature.

13.2 The system shall contain one 10-micron return filter.

13.3 The hydraulic pump shall be a load sense piston type that can deliver 32 GPM at 2700 aux engine RPM.

13.4 Auxiliary engine must power all sweeper hydraulic functions.

VE 15-16.011 Public Works Pensacola Beach Division Street Sweeper

13.5 System shall include a hydraulic oil cooler, sized to allow for continuous operation with engine at full speed.

14.0 CONTROLS

14.1 All sweeper controls shall be mounted on a central console located to the right of the operator's position.

14.2 All switches to be tactile rocker type.

14.3 Control panel to be lit for night operation.

14.4 Clearly labeled switches and indicators shall be provided

14.5 Sweeping mode engaged by single "ergo" Sweep / Transport / Dump switch.

14.6 Individual switches for left and right broom tilt (In/Out)

14.7 Individual switches for left and right broom (On/Off)

14.8 Individual switch for main broom and conveyor (Forward/Reverse)

14.9 Individual switch for dust control (On/Off)

14.10 Dust control water shall have low level indicator when approximately 25 gallons remain.

14.11 Hopper raise / lower and tilt to be controlled from the cab and have a cycle time maximum of 70 seconds.

14.12 Individual switch for auxiliary engine throttle (Increase/Decrease).

14.13 Electrical circuits to be protected by automotive style circuit breakers.

14.14 A back up alarm of not less than 107 dB (A) shall be provided and sound when reverse gear is selected.

14.15 To prevent damage, all sweep gear must raise automatically when the truck transmission is placed in reverse.

14.16 The sweeper shall be equipped with 2 infrared cameras. The cameras shall be located at the right side gutter broom, and rear of the sweeper. A 7" LCD monitor shall be provided in-cab to permit viewing. The rear view must automatically be shown when the transmission is placed in reverse gear.

VE 15-16.011 Public Works Pensacola Beach Division Street Sweeper

15.0 PAINT

15.1 The cab, hood and fenders shall be painted with high gloss polyurethane white.

15.2 The chassis running gear shall be painted black acrylic enamel.

15.3 All visible exterior metallic surfaces shall be powder coated prior to assembly.

15.4 Color shall be the Escambia County, Road Department/Fleet Maintenance color of "White".

16.0 MANUALS

16.1 An operation manual shall be provided.

16.2 A parts manual shall be provided

17.0 WARRANTY

17.1 Manufacturer's warranty shall be not less than one (1) year on entire sweeper, including all parts and labor.

17.2 Manufacturer's warranty shall be not less than three (3) years on chassis and chassis engine, including all parts (except batteries at one year) and labor.

17.3 Bidders submitting literature stating warranties which do not fully comply with warranty requirements of this specification must submit a letter from the manufacturer certifying warranty compliance as an integral part of their proposal.

18.0 SERVICE AND TRAINING

18.1 Vendors shall have a full parts and service facility within a 75 mile radius from the Escambia County, Road Department.

19.0 DELIVERY

19.1 Sweeper shall be delivered F.O.B. Escambia County, Florida, Road Department/Fleet Maintenance in a new and unused, fully operating condition.

19.2 Acceptance shall be subject to the inspection and approval of the Escambia County, Road Department/Fleet Maintenance.

20.0 OPTIONAL ITEMS

20.1 The Escambia County, Road Department chooses to add the optional items to this purchase, as listed:

- Amber Strobe Light – Front
- LED Tail Lights
- Rear Suspension Air Axle
- Conveyor Flusher
- Strip Main Broom in lieu of Standard Broom
- Service Manual

21.0 OPTIONAL TRADE-IN

21.1 The Escambia County, Road Department chooses to trade in one (1) Elgin Pelican street sweeper,

S/N NP0291D

in **"AS-IS"** condition.

This unit is available for inspection at the Escambia County, Santa Rosa Island Division Facility. Bidder shall state the amount of total allowance to be deducted from the Bidder's Proposal.

VE 15-16.011 Public Works Pensacola Beach Division Street Sweeper

Posting Date	Wednesday, March 23, 2016
Due Date for Offers	Thursday, April 21, 2016
Depart.	Public Works, Pensacola Beach Division
Fleet Maint.	Terry Gray, Fleet Maintenance

VE 15-16.011 Public Works Pensacola Beach Division Street Sweeper

Offers for the sale of vehicle or equipment meeting the specifications for VE 15-16.011 Public Works Pensacola Beach Division Street Sweeper, Purchase #2 as listed will be accepted until **5:00 pm on Thursday, April 21, 2016**. Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing, 2nd floor, Room
11.101, Matt Langley Bell, III Bldg.,
213 Palafox Place, Pensacola, Florida 32502
And clearly marked with the Specification Number VE 15-16.011 Public Works Pensacola Beach Division Street Sweeper, Purchase #2 and the name of the offerer.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

Office of Purchasing 213 Palafox Place, 2nd Floor Matt Langley Bell III Bldg, Pensacola, Florida 32502

QUOTE

QUOTE #	201501190
DATE	12/30/2015

Escambia County

TO

Terry Gray
601 Highway 297A
Cantonment, Florida, 32533
(850) 937-2123

Jeff Bodiford
(251) 298-9398
jeffb@secequip.com

QUOTE STATUS	FREIGHT	PAYMENT TERMS	DELIVERY IN DAYS
NJPA Quote	Included	Net	60 - 90 Days

1	Elgin Broom Badger - Dual Broom - Conveyor Squeegee Type, Chain Drive - LH & RH Hydraulically Driven Gutter Brooms - LH Variable Dump Height - Kubota 59 HP Diesel Aux Engine - Engine Safety Shutdown - RH Gutter Broom & Rearview Camera System - Conveyor Raise in Chassis Reverse - Conveyor Stall Alarm - Heavy Duty Dirt Shoes - Front Water Spray Bar - Hopper Inspection Door - LH & RH Gutter Broom Tilt - 4 cubic yard Capacity Hopper - 58" Main Broom w 36" Diameter - 220 gallon Poly Water Tank - 32 rpm Hydraulic Pump - Streetside Rear Strobe Light	$190,110.30	$190,110.30
1	Amber Strobe Light - Front of Body		$0.00
1	LED Tail Lights		$0.00
1	Rear Suspension - Air Ride Axle		$0.00
1	Broom Badger Service Manual		$0.00
1	Conveyor Water Flush Out		$0.00
1	Strip Type Main Broom ilo Standard Broom		$0.00
1	2015 or Newer Isuzu NRR Chassis w Left Hand Steering		$0.00
1	Alabama Freight Charges		$0.00
1	NJPA Discount per Contract #022014-FSC		$0.00
1	Sweeper - 2007 Elgin Pelican Serial # NP0291D Trade Value - $18,000.00	$-18,000.00	$-18,000.00

DISCOUNT	()
FREIGHT	
FEDERAL EXCISE TAX	$0.00
TOTAL	$172,110.30

Does Not Include any Federal, State, or Local Taxes

To accept this quotation, sign here and return: _____

Thank You For Your Business!

LOCATIONS:

1225 Vanderbilt Road
Birmingham, AL 35326
Phone: 205-324-3104
Fax: 205-324-2679

7760 Highland Ave. North
Mobile, AL 36608
Phone: 251-631-3766
Fax: 251-631-3768

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10181 **County Administrator's Report** **12. 32.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: Issuance of Purchase Orders in Excess of $50,000 for the Public Works Department for Fiscal Year 2015/2016
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Purchase Orders in Excess of $50,000 for the Public Works Department for Fiscal Year 2015/2016 - Joy D. Blackmon, P.E. Director, Public Works Department:

That the Board approve the issuance of cumulative Purchase Orders in excess of $50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, for the Public Works Department for Fiscal Year 2015/2016, as follows:

Vendor	Amount	Contract Number
Florida Level and Transit	$75,000	n/a
Vendor Number: 061908		
Surveying Supplies and Equipment		
Funding: Fund 175 "Transportation Trust Fund", Cost Center 211201		

[Funding Source: Fund 175, "Transportation Trust Fund", Cost Center 211201]

BACKGROUND:

The Public Works Department has purchase orders that may exceed $50,000 over the course of the fiscal year. The issuance of these purchase orders for equipment is essential to ensure the proper functioning of the surveying section as a whole. Meeting in regular session on February 19, 2015, the BCC authorized $35,000 to be spent on survey equipment. The purchases were made this fiscal year after seeking three vendor quotes, with Florida Level and Transit being the low bid. Additional necessary, already-budgeted purchases have been/will be necessary, and according to the three quotes received for that equipment, Florida Level and Transit is again the low bid.

BUDGETARY IMPACT:

Funds are available in Fund 175 "Transportation Trust Fund", Cost Center 211201.

LEGAL CONSIDERATIONS/SIGN-OFF:

None associated with this recommendation.

PERSONNEL:

No impact to personnel associated with this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy, via Escambia County Code of Ordinances Chapter 46 Article II, Section 46-64, requires Board approval of contracts and/or awards in the amount of $50,000 or greater.

IMPLEMENTATION/COORDINATION:

Public Works Department staff will coordinate with the Office of Purchasing on the issuance of these purchase orders.

Attachments

Feb 2015 BCC Approval (incld Survey Equipment)

FLT PO 161094

FLT PO 161011

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7617 **County Administrator's Report 15. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/19/2015
Issue: Establish Design Team / Reorganization of Transportation & Traffic Operations
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Establishing a Design Team and the Reorganization of the Transportation and Traffic Operations Division - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning establishing a Design Team and reorganizing the Transportation and Traffic Operations Division:

A. Authorize the creation of two Local Option Sales Tax (LOST) funded positions, a Design Engineer and a Lead Drafter/Project Coordinator, per the provided job descriptions and organization charts;

B. Authorize the one-time capital and/or operational expenditure for necessary equipment (Design Team) at approximately $102,742, and the annual recurring software fees for approximately $12,317, per the provided "Design Team Costs" spreadsheet; and

C. Authorize the reorganization of the Transportation and Traffic Operations Division, per the provided organization charts, and the creation of a Division Manager position, which will be advertised internally to Public Works and will eliminate the vacancy created from internal recruitment, which will result in a net zero increase in Full-Time Employees (FTE).

BACKGROUND:

In 2003, a Design Team was created for Escambia County. That Team consisted of a Manager (Professional Engineer), a Design Engineer, a Lead Drafter, and a Drafter. This Team functioned very well until 2007 when the team transitioned to Project Management due to the economic downturn. Over the four years that the Design Team was together, there was a net savings of hundreds of thousands per year in design fees. Under the direction of Jack Brown and as a result of the current economic situation, this new

Design Team would pick up where the initial team left off. Current staff will fill the Manager position (Jeremy King) and the Drafter position (John "Mike" Kirkland).

The Design Engineer and the Lead Drafter positions need to be created and filled. These positions would work solely on capital projects and would therefore be funded via Local Options Sales Tax. Current estimates show that were the Design Team to complete approximately one small design project per month, the cost savings would be approximately $138,000 per year for the first year, increasing as experience increases.

This Design Team would fall under the responsibility of Colby Brown, Deputy Director for Public Works, Design and Transportation. As his responsibilities would increase with the new Design Team, a Division Manager position will also need to be created for the Transportation & Traffic Operations Division, and the Division should be reorganized to assure that the essential functions of the Traffic Division are maintained and ultimately function more efficiently.

Capital Outlay for start up will include purchase of the Design Team engineering design and drafting software with the computer stations to run such programs, andequipment upgrades. This is estimated at a one time fee of $102,742. Approximately $12,317 will be the recurring annual fee for software.

BUDGETARY IMPACT:

The estimated calculations show that we will have a cost benefit savings of $137,661 (see attached "Design Team Cost Benefit Analysis"). In subsequent years, the benefit is expected to increase significantly. This program will be monitored annually by the Administrator.

As a result of the Traffic reorganization, there is a potential overall increase of $36,529. However, with the reorganization, $152,350 would be allocated to LOST, therefore putting $116,091 back into the General Fund (see attached "Traffic Re-Organization" spreadsheet).

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Memo
Engineer Position Desc.
Lead Draftsperson Position Desc.
Org Charts
Design Team Costs
Cost Benefit Analysis

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E.
Director, County Engineer
Public Works Department

TO: Jack Brown, County Administrator

THRU: Amy Lovoy, Interim Assistant County Administrator

FROM: Joy D. Blackmon, P.E, Public Works Department Director
Colby Brown, P.E., Public Works Deputy Director

DATE: February 3, 2015

SUBJECT: Proposed Engineering Design Team

Please accept this memorandum and the attachments requesting the creation of an Engineering Design Team. In 2003, an Engineering Design Team was created for the purpose of assisting design and construction management and in-house design of horizontal construction projects. This team functioned very well for approximately four years saving the County taxpayers hundreds of thousands of dollars annually. The economic downturn in 2007/2008 required a shift in the use of the design team from designers to full time project coordinators and still functions this way today. However, the economy and a recent natural disaster have shown the necessity of a design team again. The Engineering Division is holding up very well under the tremendous load of projects resulting from the April Flood, however, help is needed. This will ultimately be provided by relieving the project coordinators of their design management responsibilities. The Design Team will specialize in the oversight, review, and approval of the design of the project, as well as perform project designs in-house.

The Needs (See Attached Spreadsheet for Detail) This Team needs a minimum of a Division Manager (Colby Brown, PE – current County employee), a Program Manager/Lead Engineer (Jeremy King, PE -current County employee), a Junior Engineer (vacant position), a Lead Drafts Person (vacant position), and a Drafts Person (John "Mike" Kirkland – current County employee). New engineering design and drafting software with the computer stations to run such programs are needed. Survey equipment compatible with the design and drafting software will also be needed.

Cost (See Attached Spreadsheet for Detail) It is estimated that the initial start-up costs, using L.O.S.T. dollars will be recouped within 1-2 years in design fee savings.

Provision This Design Team will provide oversight, hands on knowledge, and responsiveness that only a County Division can provide. They will be able to better resolve citizen complaints regarding County Infrastructure because of their expertise in design and construction techniques as well as their intimate knowledge of the County's existing Infrastructure.

Engineer

Class Code:
706-DBMC42

Bargaining Unit: No Union Affiliation (NU)

ESCAMBIA COUNTY
Established Date: Feb 26, 2007
Revision Date: Feb 26, 2007

SALARY RANGE

$22.21 - $25.54 Hourly
$1,776.80 - $2,043.20 Biweekly
$3,849.73 - $4,426.93 Monthly
$46,196.80 - $53,123.20 Annually

DESCRIPTION:
This class performs highly skilled technical duties and oversight in area of specialty, including project and engineering design and AutoCAD drafting, review, and evaluation; technical document preparation; cost estimates; and reports.

EXAMPLES OF DUTIES:
Prepares and reviews engineering designs and plans of permits, drainage systems, traffic studies, and/or other related items, and manages projects ensuring compliance and conformity with applicable codes, policies, and principles.

Responds to, investigates, and resolves complaints and/or concerns received from citizens, internal departments, governmental agencies, and/or other interested parties; follows up to ensure issues are properly resolved.

Performs AutoCAD drafting for engineering projects to assist in with the work load of the Technical Drafters.

Serves as a liaison with employees, applicants, developers, engineers, contractors, citizens and external organizations; represents the department and/or the County at a variety of meetings, public events, training sessions, on committees, and/or other related events.

Performs project reviews and evaluations; makes recommendations based on findings.

Conducts site visits to ensure projects are in compliance with applicable standards.

Coordinates the processing of engineering documents, permits, GIS data, and/or applications with applicable internal departments.

Facilitates meetings with developers, engineers, internal staff, citizens and/or other interested parties.

Prepares and delivers reports, designs, projects to citizens, Commissioners, and other agencies

Prepares a variety of technical documentation, notices, publications, reports, grant

applications, and/or other related items; disseminates applicable documents to internal staff, government agencies, and external businesses or individuals.

Supervises, reviews, and analyzes engineering studies in assigned area of responsibility.

Participates in developing policies and procedures in support of department operations and activities.

Assists with budget preparation and administration; prepares cost estimates for budget recommendations; submits justifications for budget items.

Performs other duties of a similar nature or level.

TYPICAL QUALIFICATIONS:
Training and Experience (positions in this class typically require):
Bachelor's Degree in engineering and three to five years of experience as an engineer in area of specialty; or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

Licensing Requirements (positions in this class typically require):
Licensing Requirements: · EI (Engineering Intern)
Valid driver's license.

Knowledge (position requirements at entry):
Knowledge of:·
Engineering principles and practices in assigned area of responsibility;·
Applicable Federal, State, and local laws, rules, regulations, codes, and/or statutes;·
Advanced mathematical principles;·

Roadway and Drainage design principles
Strength and composition of materials utilized in assigned area of responsibility;·
Construction methods and procedures;·
Project management principles.

Skills (position requirements at entry):
Skill in:·
Using a computer and related software applications;·

CivilStorm, ICPR, AutoCAD14, ASAD, Microsoft Suite especially excel, GIS
Managing complex projects;·
Performing complex mathematical calculations;·
Interpreting a variety of engineering and construction drawings, plans, blueprints, and/or other related items;·
Managing multiple tasks simultaneously;·
Performing and analyzing engineering studies;·
Solving problems;·
Performing project reviews and revisions·
Interpreting and applying applicable laws, rules, and regulations;·
Preparing, reviewing, and analyzing technical reports;·
Communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work

direction.

ADA REQUIREMENTS:
Physical Requirements:
Positions in this class typically require: fingering, talking, hearing, seeing and repetitive motions. Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or negligible amount of force constantly to move objects. If the use of arm and/or leg controls requires exertion of forces greater than that for Sedentary Work and the worker sits most of the time, the job is rated for Light Work. Incumbents may be subjected to fumes, dusts, extreme temperatures, intense noises and travel.

Engineering Project Coordinator / Lead Draftsperson

Class Code:
705-DBMC41

Bargaining Unit: No Union Affiliation (NU)

ESCAMBIA COUNTY
Established Date: Jan 30, 2007
Revision Date: Jan 30, 2007

SALARY RANGE

$20.75 - $23.87 Hourly
$1,660.00 - $1,909.60 Biweekly
$3,596.67 - $4,137.47 Monthly
$43,160.00 - $49,649.60 Annually

DESCRIPTION:
This class performs project coordination and highly skilled, project specific, technical duties in area of specialty, including project design, review, and evaluation; technical document preparation; cost estimates; and reports; and supervises project personnel; and operates Computer Aided Design (CAD) computer programs (Auto CAD 14 and higher), including applying construction knowledge to creating, modifying, and updating construction plans from Engineers designed schematic.

EXAMPLES OF DUTIES:
Creates CAD drawings for Engineering Projects

Draft plans and detailed drawings for roadway and drainage installations and construction projects

Draw maps, diagrams, and profiles using cross-sections and surveys to represent elevations, topographical contours, etc

May assist in developing survey maps and layouts

Supervise or conduct field surveys, inspections, or technical investigations to obtain data required to revise construction drawings

Explain project drawings to production, construction, supervisors, commissioners, citizens, etc.

Supervises drafting personnel to include: prioritizing and assigning work; assisting with performance evaluations; training; ensuring staff are trained; ensuring that projects are completed according to policies and procedures; maintaining a healthy and safe working environment; and making hiring, termination, and disciplinary recommendations.

Manages engineering and capital improvement design projects in assigned area of

responsibility; coordinates the activities of Engineers, contractors, and/or other applicable parties; provides guidance related to project creation, construction, scheduling, manpower, and/or other related issues.

Reviews and evaluates engineering plans, specifications, GIS maps and reports; prepares reports and/or comments regarding findings; provides input, assistance, and recommendations; ensures compliance with applicable standards and specifications.

Researches engineering issues, real estate, surveys and environmental issues, records, maps, documents, and/or other supporting documentation in support of project activities.

Responds to requests for information from the general public, other governmental agencies, internal departments, and/or other interested parties; when necessary communicates issues to other appropriate personnel.

Oversees the administration of contracts for applicable engineering design projects and/or maintenance activities in assigned area of responsibility.

Prepares for and participates in regular and routine meetings related to assigned projects and/or departmental activities.

Assists in the preparation of cost estimates and quantity take-offs for design projects; coordinates cost analyses; requests fund allotments; prepares related financial forms for project processing; reviews and processes invoices, change orders, and/or other related financial management documents.

Participates in developing policies and procedures, recommendations, standards, etc. in support of department operations and activities.

Performs other duties of a similar nature or level.

TYPICAL QUALIFICATIONS:
Associates Degree in an engineering or engineering related field and drafting, or equivalent vocational or apprenticeship experience and a minimum of two years of experience in civil engineering work, one of which was in a draftsperson role, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

Licensing Requirements (positions in this class typically require):
Valid driver's license.

Knowledge (position requirements at entry):
Knowledge of:Basics of roadway and drainage design

FDOT design standards

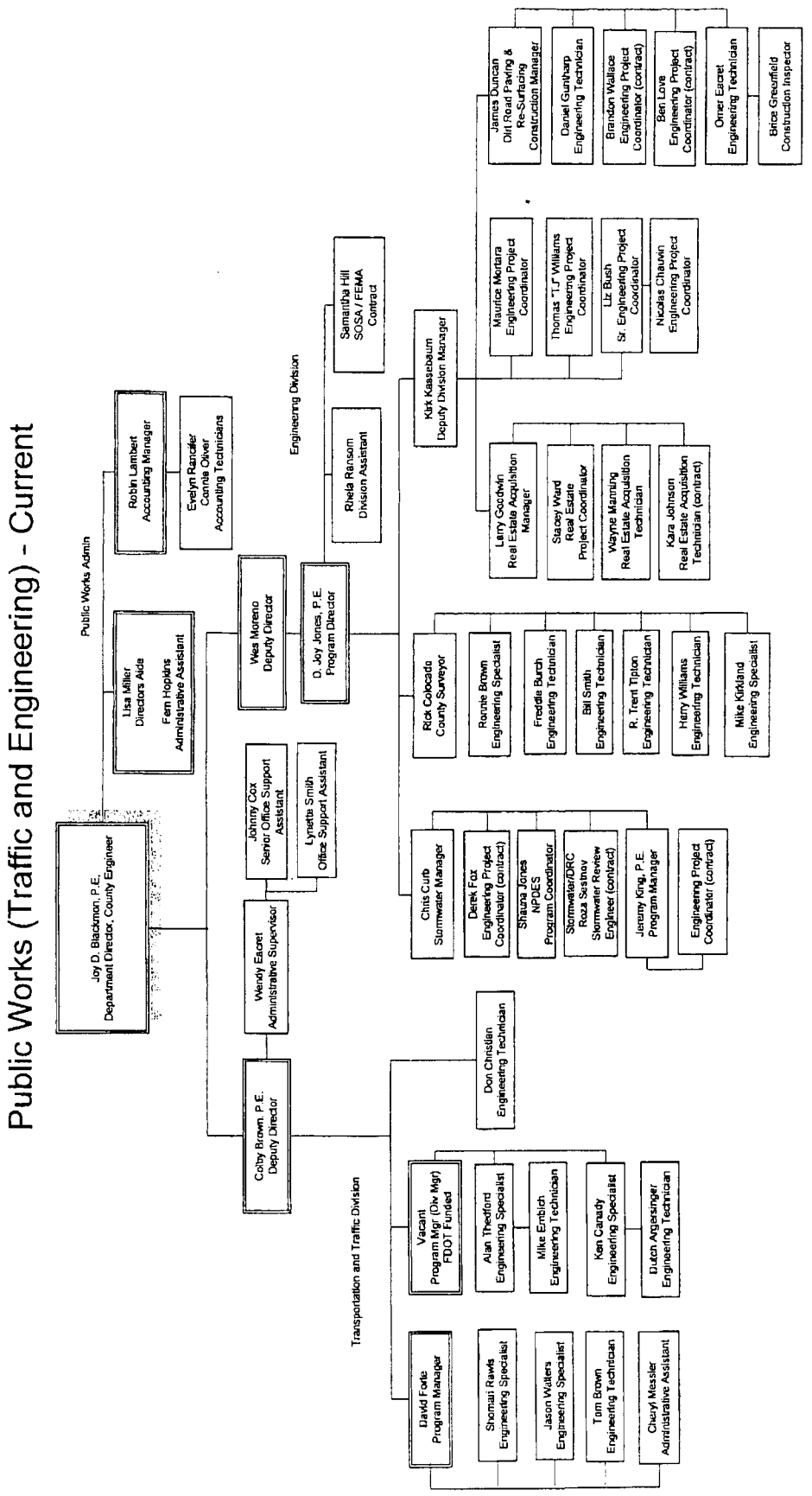
Supervisory principles;·
General surveying practices and procedures;·
Engineering principles and practices;·
Construction standards and practices;·
Applicable Federal, State, and local laws, rules, regulations, codes, and/or statutes;·
Budgeting principles;·
Project management principles;·
Advanced principles and practices in assigned area of responsibility.

Skills (position requirements at entry):
AutoCAD 14 and higher

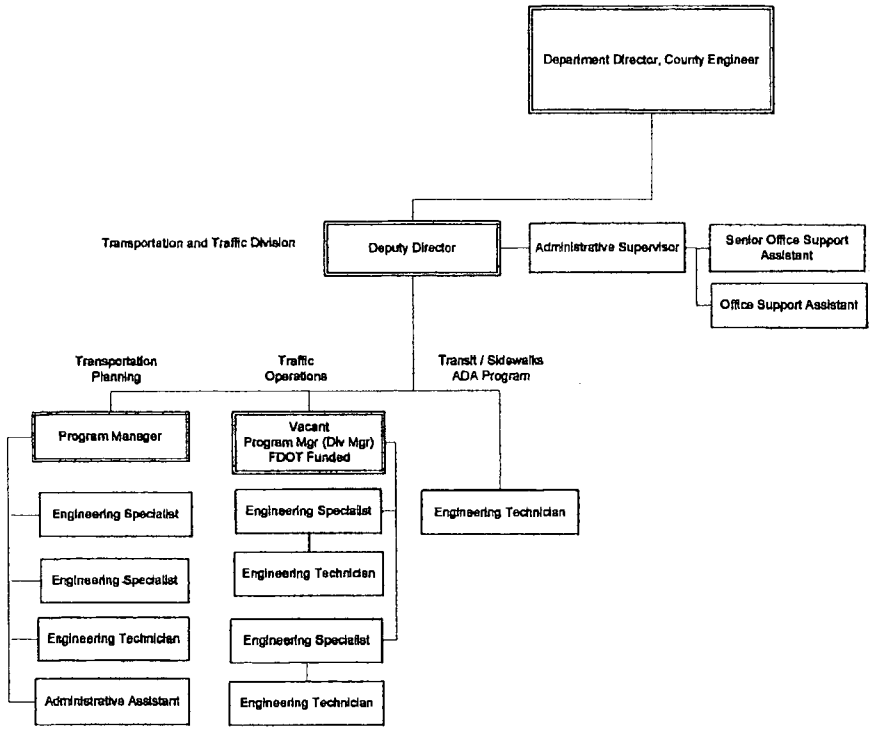
Monitoring and evaluating subordinates;·
Delegating and prioritizing work;·
Managing design projects;·
Preparing a variety of reports and documents, including GIS maps and parcel information;·
Drafting plans, blueprints, sketches, maps, and/or other related construction documents;·
Analyzing processes and making recommendations for improvement;·
Interpreting and applying applicable laws, rules, and regulations;·
Reviewing plans, specifications, technical studies, and reports for completeness and accuracy;·
Conducting research;·
Communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction.
GIS, database management and information technology skills.

ADA REQUIREMENTS:
Physical Requirements:
Positions in this class typically require: fingering, talking, hearing, seeing and repetitive motions.
Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or negligible amount of force constantly to move objects. If the use of arm and/or leg controls requires exertion of forces greater than that for Sedentary Work and the worker sits most of the time, the job is rated for Light Work.
Incumbents may be subjected to fumes, dusts, extreme temperatures, intense noises and travel.

Public Works (Traffic and Engineering) - Current

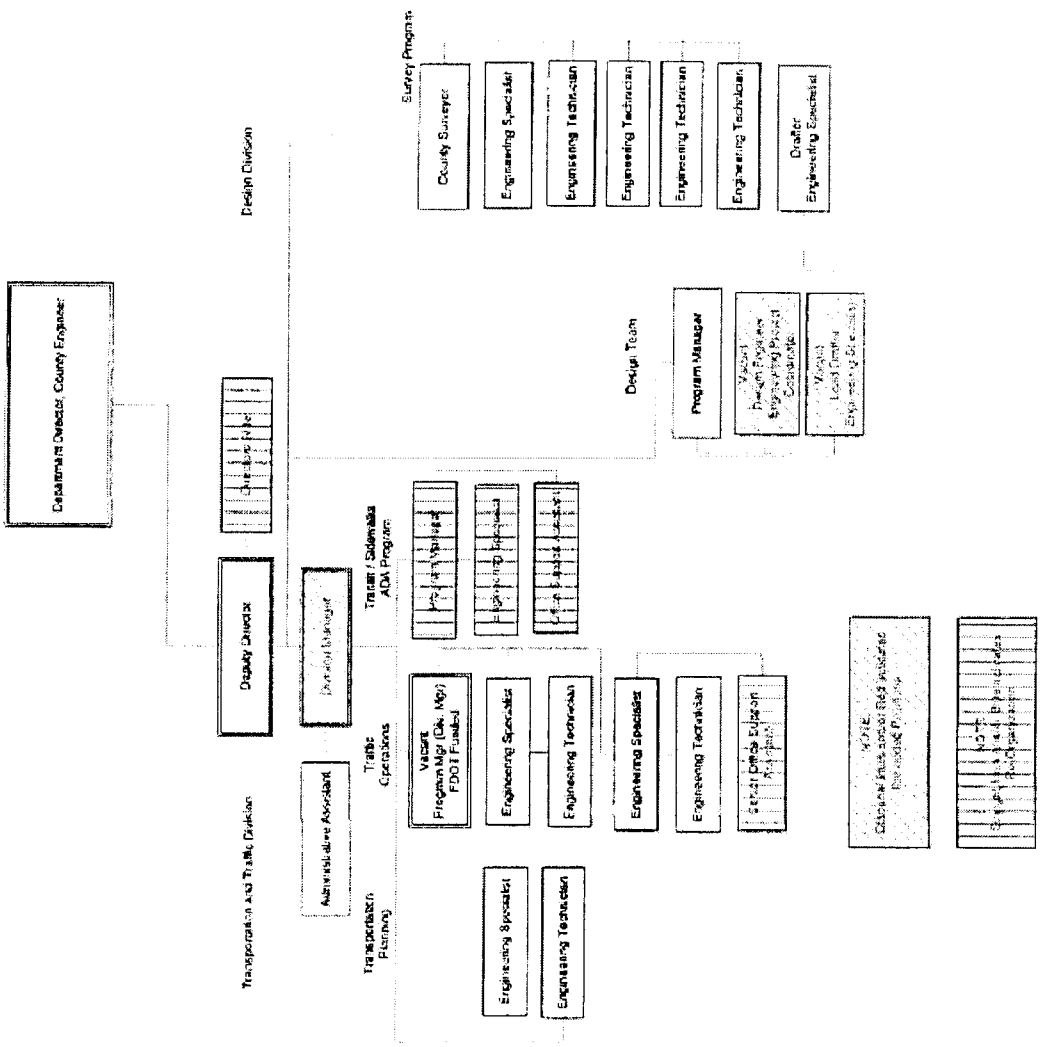


Transportation and Traffic Division - Current



THE CONDITION OF THE
ORIGINAL DOCUMENT IS
REFLECTED IN THE IMAGE AND
IS NOT THE FAULT OF THE
MICROFILMING PROCESS

Transportation and Traffic Division / Design Division - Proposed



Design Team Costs

Equipment	Software	Training	Unit Cost	Quantity	Units	One Time Cost	Annual Reoccuring Cost
Computer			$2,800.00	5	each	$14,000.00	
	AutoCad		$6,254.00	1	seat	$6,254.00	$995.00
	CivilStorm		$8,346.00	3	seat	$25,038.00	$5,812.00
	ASAD LTv3		$700.00	2	seat	$1,400.00	$500.00
	ICPR v4		$2,400.00	2	seat	$4,800.00	$4,800.00
	Microsoft Office		$250.00	5	seat	$1,250.00	$210.00
		AutoCad	$1,600.00	5	people	$8,000.00	
		ICPR	$1,750.00	4	people	$7,000.00	
Data Collector			$3,500.00	2	each	$7,000.00	
Total Station (TS)			$12,500.00	2	each	$25,000.00	
		TS Software	$3,000.00	1	total	$3,000.00	
					Total One Time Cost	$102,742.00	
					Total Annual Reoccuring Cost		$12,317.00

Pay Rate - LOST (loaded)

Colby (50%)	$55,687.00
Jeremy (100%)	$73,891.00
Mike (75%)	$50,926.00
Engineer (100%)	$70,203.00
Drafter (100%)	$59,869.00
	$310,576.00

Design Team Cost Benefit Analysis

Examples of Past Consultant Designed Projects Equivalent to Design Team Capabilities

Innerarity Point Area Drainage Improvements	$46,819.00
Galvin Ave. Repair	$24,420.00
Constantine	$24,330.00
Saufley Pines	$24,310.00
Tecumseh/Clear Creek	$35,359.00
Brosnham and John R Jones Park	$47,839.00
Patton Drive / Jones Creek Drainage Feasibility Study	$27,200.00
Total =	$230,277.00

This amount of work could be completed by the Design Team over 6 mo.

Therefore, for one year $460,554.00 of design work could be completed by the Design Team

	Annual Cost
Design Team Salary (Loaded)	$310,576.00
Reoccurring Costs (Licensing / Operating)	$12,317.00
	$322,893.00

Estimated Design Cost Benefit

Annual Consultant Design Cost to County	$460,554.00
Annual Design Team Cost to County	$322,893.00
Annual Benefit	$137,661.00

NOTE: Total One Time Eqpt / Software Cost = $102,742.00 (recovered within first year)

Also note that these estimates are for first year costs.
Subsequent year realized benefit is expected to approach $200K as Design Team develops

Traffic Re-Organization

Name	Title			Pay Rate (loaded)			Rate Increase	LOST / General Fund (GF) / Toll Booth (TB)		Balance Effect to General Fund
	Previous	Current	Proposed	Previous	Current	Proposed		Previous / Current	Proposed	
Colby Brown	Division Manager	Deputy Director	---	$103,513.00	$116,174.00		$12,661.00	GF	50% LOST / 50% GF	-$45,426.00
Wendy Eacret	---	Admin Supervisor	Director's Aide	---	$54,675.00	$56,951.00	$2,276.00	GF	GF	$2,276.00
Vacant	Estimated Program Manager Level	---	Division Manager	$75,116.00	---	$87,386.00	$12,270.00	GF	70% TB / 30% LOST	-$75,116.00
Vacant	Estimated Engineering Tech. Level	---	Program Manager	$61,996.00	---	$71,318.00	$9,322.00	LOST	50% LOST / 50% GF	$35,659.00
Shomari Rawls	---	Engineering Spec	Engineering Spec	---	$66,968.00	$66,968.00	$0.00	GF	50% LOST / 50% GF	-$33,484.00
						Appromimate Total of Rate Increases	**$36,529.00**		Total Effect to Gen Fund	**-$116,091.00**

PURCHASE ORDER NO. 161094

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
061908 FAX: 954-462-2992
FLORIDA LEVEL & TRANSIT CO INC
DB FLT GEOSYSTEMS
809 PROGRESSO DRIVE
FORT LAUDERDALE FL 33304

SHIP TO
TRANSPORTATION & TRAFFIC ENGINEERN
3363 WEST PARK PLACE
PENSACOLA, FL 32505

ATTN: ROBIN LAMBERT

ORDER DATE: 03/24/16	BUYER: LESTER BOYD	REQ. NO.: 16001244	REQ. DATE: 03/23/16
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CONTACT DANNY SWAIN AT 59	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	ROBOTIC TOTAL STATION - UPDATING OLD EQUIOPMENT, REPLACES PN 54151 (SEE ATTACHED QUOTE #012134 DATED 03/21/2016)	22581.9000	22,581.90

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	211201	54601	22,581.90	

PAGE TOTAL	$	22,581.90
TOTAL	$	22,581.90

APPROVED BY Claudia Simmons

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

REQN NO: 160012444
PO NO: 161094

SINCE 1950 FLT Geosystems
A DIVISION OF FLORIDA LEVEL & TRANSIT CO.

FLORIDA LEVEL & TRANSIT

UNITS #1418/1419
11000 BAYMEADOWS RD
JACKSONVILLE, FL. 32256
Phone: 954-763-5300 Fax: 954-462-4121

www.FLTgeosystems.com

QUOTE

Customer Copy

Number	012134
Date	03/21/16
Page	1

Ship To:	Bill To:
SAME ESCAMBIA COUNTY ENGINEERING DEPT 3363 W. PARK PLACE PENSACOLA, FL 32501	022700330 ESCAMBIA COUNTY ENGINEERING DEPT 3363 W. PARK PLACE PENSACOLA, FL 32501

Reference #	Expires	Slsp	Terms	Wh	Freight	Ship Via
ROBOTIC	NONE	200	NET 30	02	PREPAID	DELIVERY

Quoted By: SAF Quoted To: DANNY SWAIN

Item	Description	Ordered	UM	Price	UM	Extension
LCA791305	LEICA TS12P 5" R400 TOTAL ST	1	EA	17995.00	EA	17995.00
LCA799185	LEICA GKL311 BASIC CHARGER FOR GEB221 & GEB211 BATTERIE	1	EA	140.00	EA	140.00
LCA733270	LEICA GEB221 Li-ION BATTERY FOR TPS1200 & GPS1200	2	EA	180.00	EA	360.00
LCA734754	GEOCOM ROBOTICS LICENSE ORDERED W/ALLEGROCE/RCS SURV E	1	EA	750.00	EA	750.00
THLK366	LEICA STYLE GDF111-1 BASIC TRIBRACH WITHOUT PLUM	1	EA	160.00	EA	160.00
LCA788853	LEICA RH16 BLUETOOTH RADIO HANDLE	1	EA	1650.00	EA	1650.00
CSW6000.075.001	CARLSON SURVEYOR2 STANDARD SURVCE BASIC	1	EA	3650.00	EA	3650.00
CSW6504.002.000	SURVCE 4.0 ROBOTICS	1	EA	500.00	EA	500.00
LCA639985	GRZ4 360 DEGREE PRISM	1	EA	990.00	EA	990.00
LCA385500	LEICA GLS11 PLUMBING POLE 385500	1	EA	195.00	EA	195.00
SEC5200-074	SECO SURVEYOR 2/ALLEGRO 2 CRADLE ASSEMBLY	1	EA	109.95	EA	109.95
SEC5198-056	SECO POLE BRACKET ASSEMBLY WITH COMPASS & LEVEL VIAL	1	EA	70.95	EA	70.95
FLTTRAINING	TRAINING TWO DAYS OF TRAINING	2	EA	.00	EA	.00

Merchandise	Misc	Discount	Tax	Freight	Total
26570.90	.00	3989.00	.00	.00	22581.90

* QUOTE VALID FOR 30 DAYS *QUOTE IN US DOLLARS ($)

QUOTATION

DATE: March 21, 2016

820 NE 2nd Avenue
Ft. Lauderdale, FL 33304

PHONE: 954-818-2993
FAX: 954-462-4121

Attention: Escambia County
Engineering Dept
3363 W. Park Place
Pensacola, Fl 32501
We are pleased to submit the following quotation:

QUANTITY	DESCRIPTION	PRICE EA.	TOTAL PRICE
1	Leica TS12P R400 TOTAL STATION	$ 17,495.00	$ 17,495.00
1	Leica GKL311 Basic Charger	$ 130.00	$ 130.00
2	Leica GEB221 Battery	$ 170.00	$ 340.00
1	Leica GeoCom License	$ 700.00	$ 700.00
1	THE366 Tribrach	$ 180.00	$ 180.00
1	Leica RH16 Bluetooth Radio handle	$ 1,650.00	$ 1,650.00
1	Carlson Surveyor 2 with basic SurvCE	$ 3,450.00	$ 3,450.00
1	Carlson Robotics 4.0	$ 450.00	$ 450.00
1	Leica GRZ4 360 Prism	$ 900.00	$ 900.00
1	Leica GLS11 Prism Pole	$ 185.00	$ 185.00
1	Seco Cradle Assembly for Surveyor 2	$ 95.00	$ 95.00
1	Seco Pole Bracket Assembly	$ 60.00	$ 60.00
2	Training Days	$ 500.00	$ 1,000.00
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
	7.0% Florida sales tax will be added unless a Florida Sales Tax Exemption Certificate is provided, or if the equipment is delivered to a common carrier who provides a bill of lading for shipment outside the United States.		$ 26,635.00

DELIVERY: 7 to 10 days ARO

F.O.B.: Destination

TERMS: Net 30

This quote valid for 30 days

Very truly yours,

LSR, Inc.

Greg Fearon

Engineered Investments Co.

Quote	240218
PAGE	1 of 1
DATE	March 21, 2016

JACKSONVILLE

3539 WEST BEAVER STREET
JACKSONVILLE, FLORIDA 32254
(904) 388-3093
(800) 824-8956

Ft. Lauderdale

825 NE 2nd Ave
Ft. Lauderdale, FL 33304
(951) 818-4631

ORLANDO

711 SOUTH KIRKMAN ROAD
ORLANDO, FLORIDA 32811
(407) 292-1800
(877) 855-1800

SOLD TO: ESCAMBIA COUNTY ENGINEERING DEPT.
3363 W. PARK PLACE
PENSACOLA, FL 32501

SHIP TO: (same)

ATT: DANNY SWAIN

REFERENCE NUMBER	SHIP DATE	SALES PERSON	TERMS	TAX CODE	DOC. NO.	W/H	FREIGHT	SHIP VIA
LEICA ROBOTIC	7 DAY ARO	JKM	N30	FN		1	Prepaid	Delivery

ITEM	DESCRIPTION	ORD	SHIPPED	BACK ORD	PRICE	PER	EXTENSION
LEICA TS12P	5" TOTAL STATION R400	1	1		$ 17,595.00	EA	$ 17,595.00
GKL311	BASIC CHARGER	1	1		$ 130.00		$ 130.00
GEB221	LI-ION BATTERY	2	2		$ 170.00		$ 340.00
GEOCOM	LICENSE FOR SURVCE	1	1		$ 725.00		$ 725.00
TRIBRACH	GDF11-1 TRIBRACH	1	1		$ 160.00		$ 160.00
RH16	BLUETOOTH RADIO HANDLE	1	1		$ 1,600.00		$ 1,600.00
SURVEYOR2	DATA COLLECTOR WITH SURVCE SOFTWARE	1	1		$ 3,500.00		$ 3,500.00
ROBOTIC	4.0 ROBOTIC MODULE	1	1		$ 450.00		$ 450.00
GRZ4	360 PRISM	1	1		$ 950.00		$ 950.00
GLS11	PRISM POLE	1	1		$ 180.00		$ 180.00
CRADLE	SURVEYOR 2 CRADLE	1	1		$ 100.00		$ 100.00
CLAMP	POLE CLAMP FOP ABOVE CRADLE	1	1		$ 65.00		$ 65.00
TRAINING	ON SITE TRANING DAYS	2	2		$ 625.00		$ 1,250.00
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -

MERCHANDISE	MISCELLANEOUS	DISCOUNT	TAX	FREIGHT	TOTAL DUE
$ 18,950.00					$ 27,045.00

PURCHASE ORDER NO. 161011

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
061908 FAX: 954-462-2992
FLORIDA LEVEL & TRANSIT CO INC
DB FLT GEOSYSTEMS
809 PROGRESSO DRIVE
FORT LAUDERDALE FL 33304

SHIP TO
ENGINEERING/TECH SERVS & SURVEY.
SEE BELOW

ATTN: CONNIE OLIVER

ORDER DATE: 02/17/16	BUYER: EDDIE WEHMEIER	REQ. NO.: 16001143	REQ. DATE: 03/01/16
TERMS: NET 30 DAYS	F.O.B.:	DESC.: PURCHASE OF LAND SURVEYIN	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	PURCHASE OF LAND SURVEYING EQUIPMENT, TRAINING AND SUPPORT, PER THE ATTACHED QUOTE#011097, DATED 2/9/16.	33570.9000	33,570.90

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	211201	55201	15,575.90	
01	211201	56401	17,995.00	

PAGE TOTAL	$	33,570.90
TOTAL	$	33,570.90

APPROVED BY Claudia Simmons

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

GENERAL TERMS AND CONDITIONS

1. ENTIRE AGREEMENT - The terms specifications and drawings included in this order when duly executed constitute the entire agreement between the parties unless otherwise stated on the face of the order. No modification or waiver of terms of this agreement shall be binding unless in writing, signed by a duly authorized representative of the Buyer and confirmed by such a representative of the Contractor. This agreement shall be interpreted in accordance with the laws of the State of Florida

2. DELIVERIES - INSPECTION AND ACCEPTANCE- Delivery, inspections and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance and any rejections, risk of loss will be on the Contractor unless loss results from negligence of the County. Notwithstanding the requirements for any County inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by the County, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications and contract requirements listed herein, including if applicable, the technical requirements for the manufacturer's part number specified herein.

3. DELIVERY OF EXCESS QUANTITIES OF $100 OR LESS - The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the County receives quantities of any item in excess of the quantity called for (after considering any allowable variations in quantity) such excess quantities will be treated as being delivered for the convenience of the Contractor. The County may retain such excess quantities up to $100 in value without compensating the Contractor herein. Quantities in excess of $100 will, at the option of the County, either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.

4. DELIVERIES - In the event of failure to deliver material of the quality or within the time specified, the County may cancel order and buy elsewhere. Failure of the County to exercise this options with respect to any installment shall not be deemed a waiver with respect of future installments, if any.

5. DELIVERY TICKETS - All shipments under this agreement shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following minimum information:

1. Name of supplier
2. Purchase Order
3. Date of call
4. Call number
5. Itemized list of supplies or services furnished
6. Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is itemized to show this information) and
7. Date of delivery or shipment.

Upon delivery, the receiving officer will retain one copy of the related delivery ticket and will sign the other two copies and

return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.

6. INSPECTION, ACCEPTANCE AND TITLE - Inspection and acceptance will be at destination unless otherwise provided. Title and risk loss or damage to all items shall be the responsibility of the contract supplier until accepted by the County. The contract supplier shall be responsible for filing, processing and collecting all damaged claims. However, to assist him in the expeditious handling of damaged claim, the County will:

1. Record any evidence of visible damage on all copies of the delivering carrier's bill of lading.
2. Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing, **within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.**
3. Retain the item and its shipping container, including inner packing material until inspection is performed by the carrier, and disposition given by the contract supplier.
4. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

7. GOVERNMENT REGULATIONS - Contractor warrants that all applicable laws and regulations of governmental authority, covering the production, sale and delivery of materials specified herein, have complied with and shall indemnify and save County harmless from and against any liability or loss resulting from Contractor's failure to do so.

8. TAXES - Counties are exempt from Federal Taxes on transportation charges and any Federal Excise Tax. If you prepay transportation charges do not pay tax as the County will not reimburse you for the taxes paid. Counties are exempt from State Sales Tax.

9. WARRANTIES - In addition to all warranties, established by statute or common law, or set-forth elsewhere in this order, Contractor expressly warrants that all material or services covered herein shall conform to all specifications, drawings, samples, and descriptions furnished or adopted by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased, if specified herein merchantable, of good material and workmanship and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge that Contractor liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within twelve months of receipt by County unless otherwise specified.

10. PATENTS - Contractor shall protect and indemnify County against all claims, judgements and expenses arising from infringement or alleged infringement of any United States patent by any of the goods delivered hereunder. Contractor shall defend or settle at its own expense any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by the County for the defense of settlement thereof.

11. INSTALLATION - If this order required the services of Contractor's experts or employees on County's premises such experts or employees shall not thereby be deemed to be agents or employees of the County. Such parties shall be subject to County's safety rules and fire regulations. Contractor assumes full responsibility for their acts and omissions and agrees to save the County harmless from any claims arising therefrom and to accept exclusive liability for payroll and other taxes imposed upon the employer by law. Contractor will undertake to keep the materials and premises involved free from any lien whatever for materials and labor incident to the performance of Contractor's obligations hereunder. If Contractor furnishes material and services for construction and improvement for a lump sum amount, Contractor agrees to furnish an analysis thereof as County may reasonably require for accounting purposes. Contractor shall be solely responsible for materials furnished by County on other than a charge basis in connection with this order.

12. NON-DISCLOSURE - Without prior written consent of the County in each instance, Contractor shall not reveal to a third party the details, characteristics or any information on materials made to the special order of County or use reproductions thereof in any promotional media or reveal that County is purchasing the materials ordered hereunder.

13. CONDITION FOR ASSIGNMENT - This (contract or purchase order) shall not be assigned in full or part without consent of the County. Such consent will not relieve Contractor from its obligations and liabilities.

14. CHANGES - The Purchasing Manager may at any time, by written order, and without notice to the sureties, make changes, within the general scope of the contract, in (i) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the County in accordance therewith, (ii) method of shipping or packing and (iii) place of delivery. If any such changes cause an increase or decrease in the cost of, or the time required for performance of this contract, whether changed or not changed by any such order, and equitable adjustment shall be made by written modification of this contract. Any claim by the Contractor for adjustment under this same clause must be asserted within 30 days form the date of receipt by the Contractor of the notification of change provided that the Purchasing Manager, if he decides that the facts justify such action, may receive and act upon any such claim asserted prior to final payment under the contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Protest". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

15. Supplies are of domestic origin unless indicated on contract supplier.

16. INVOICING AND PAYMENT - The contractor shall be paid upon submission of properly certified invoices to the purchaser at the price stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the contractor's Federal Employee Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment.

INTEREST PENALTIES: Payment shall be made in accordance with Section 218.701, Florida Statutes, which states the contractor's rights and County's responsibilities concerning interest penalties and time limits for payment of invoices.

17. DISCOUNTS - On any discounts time will be computed from date of delivery of the supplies or from date correct invoices is received, whichever is the later date.

18. PROTEST - Any protest by a bidder/proposer must be filed with the purchasing department for a review by the Purchasing Manager. If the bidder/proposer is not satisfied with the results of the review by the Purchasing Manager he may then file a protest through the Office of Purchasing with the Board of County Commissioners for further review. The decision of the board will be final.

19. CONVICT LABOR - In Connection with the performance of work under this contract, the contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(c)(2)) and Executive order 11755, December 29, 1973.

20. COVENANT AGAINST CONTINGENT FEES - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to amend this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

21. CONTINGENCIES - Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At County's option, deliveries so omitted shall be made on notice thereof to the vendor, upon cessation of such contingency even though such might have been operative at the date of this order.

22. GRATUITIES - (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the Board of County Commissioner duly authorized representative, the gratuities (in form of entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to that performing of such contract provides, that the existence of the facts upon which the Board of County Commissioners or their duly authorized representative make such findings, shall be in issue and may be reviewed in any competent court (b) in the event this contract is terminated as provided in paragraph, (a) hereof the County shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of contract by the Contractor and (2) as a penalty in addition to any other damages to which it may be entitled by law to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee. (c) The rights and remedies of the County provided in the clause shall not be conclusive and are in addition to any other rights and remedies provided by law or under contract.

23. TERMINATION FOR DEFAULT - The Purchasing Manager by written notice may terminate this contract, in whole or in part, for failure of the Contractor to perform any provisions hereof. In such event the Contractor shall be liable for damages including the excess cost of reprocuring similar supplies or services, provided that it (i) it is determined for any reason that the Contractor was not in default or (ii) the Contractor's failure to perform is without his and his subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience under paragraph 24. As used in this provision the term "subcontractor" and "subcontractors" means subcontractors at any tier.

24. TERMINATIONS FOR CONVENIENCE - The Purchasing Manager by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the County. If this contract is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of the termination at the discretion of the County. To the extent that this contract is for services and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.

25. ASSIGNMENT OF CLAIMS - Claims for monies due or to become due under this contract shall be assigned only pursuant to the Assignment of Claims Act of 1940, as amended (3)U.S.C. 161. However, payments to an assignee of monies under this contract shall not, to the extent provided in said act, as amended, be subject to reduction of set-off (See Clause 13).

26. EXTENT OF OBLIGATION - The County is obligated under a call-type Purchase Order only to the extent of authorized calls actually placed against this agreement.

27. PRICING - The Prices to the County for all purchases made under this agreement shall be as low or lower than those charged the supplier's most favored customer in addition to any discounts.

NON-DISCRIMINATION CLAUSE UNDER FEDERAL CONTRACTS

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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 limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement of other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under section 202 of executive order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of executive order No. 11246 of September 24 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by executive order No. 11246 of September 24,1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations or orders this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in executive order No. 11246 of September 24,1965 and such other sanctions may be imposed and remedies invoked as provided in executive order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of executive order No. 11246 of September 24, 1965, so that provisions will be binding upon each subcontract or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States enter into such litigation to protect the interests of the United States. Escambia County, Florida, is an equal opportunity employer and does not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin.

SINCE 1956
FLT Geosystems
A DIVISION OF FLORIDA LEVEL & TRANSIT CO.

FLORIDA LEVEL & TRANSIT
UNITS #1418/1419
11000 BAYMEADOWS RD
JACKSONVILLE, FL. 32256
Phone: 954-763-5300 Fax: 954-462-4121

www.FLTgeosystems.com

QUOTE
REPRINT

Customer Copy

Number	011907
Date	02/09/16
Page	1

Ship To:	Bill To:
SAME	022700330
ESCAMBIA COUNTY ENGINEERING DEPT 3363 W. PARK PLACE PENSACOLA, FL 32501	ESCAMBIA COUNTY ENGINEERING DEPT 3363 W. PARK PLACE PENSACOLA, FL 32501

Reference #	Expires	Slsp	Terms	Wh	Freight	Ship Via
TOTAL STATIONS	NONE	200	NET 30	02	PREPAID	DELIVERY

Quoted By: SAF Quoted To: DANNY SWAIN

Item	Description	Ordered	UM	Price	UM	Extension
LCA791305	LEICA TS12P 5" R400 TOTAL ST	1	EA	17995.00	EA	17995.00
LCA799185	LEICA GKL311 BASIC CHARGER FOR GEB221 & GEB211 BATTERIE	1	EA	140.00	EA	140.00
LCA733270	LEICA GEB221 Li-ION BATTERY FOR TPS1200 & GPS1200	2	EA	180.00	EA	360.00
LCA734754	GEOCOM ROBOTICS LICENSE ORDERED W/ALLEGROCE/RCS SURV E	1	EA	750.00	EA	750.00
THEK366	LEICA STYLE GDF111-1 BASIC TRIBRACH WITHOUT PLUM	1	EA	160.00	EA	160.00
LCA788853	LEICA RH16 BLUETOOTH RADIO HANDLE	1	EA	1650.00	EA	1650.00
CSW6000.075.001	CARLSON SURVEYOR2 STANDARD SURVCE BASIC	1	EA	3650.00	EA	3650.00
CSW6504.002.000	SURVCE 4.0 ROBOTICS	1	EA	500.00	EA	500.00
LCA639985	GRZ4 360 DEGREE PRISM	1	EA	990.00	EA	990.00
LCA385500	LEICA GLS11 PLUMBING POLE 385500	1	EA	195.00	EA	195.00
SEC5200-074	SECO SURVEYOR 2/ALLEGRO 2 CRADLE ASSEMBLY	1	EA	109.95	EA	109.95
SEC5200-154	SECO QR POLE CLAMP W/ COMPAS	1	EA	70.95	EA	70.95
LCA6006193	LEICA TS06plus 5" R500 TOTAL STATION BLUETOOTH	1	PG	9370.00	PG	9370.00
LCA733270	LEICA GEB221 Li-ION BATTERY FOR TPS1200 & GPS1200	1	EA	180.00	EA	180.00
CSW6000.075.001	CARLSON SURVEYOR2 STANDARD SURVCE BASIC	1	EA	3650.00	EA	3650.00
FLTTRAINING	TRAINING 5 DAYS OF TRAINING AND SUPPO T	5	EA	.00	EA	.00

Merchandise	Misc	Discount	Tax	Freight	Total
39770.90	.00	6200.00	.00	.00	33570.90

* QUOTE VALID FOR 30 DAYS *QUOTE IN US DOLLARS ($)

Leica Geosystems, Inc.
5051 Peachtree Corners Circle
Norcross, GA 30092
Tel: 800 387-9453

Quote Number
48273

Customer
Company: Escambia County Eng. Dept
Contact: Danny Swain
Email: dswain@co.escambia.fl.us
Phone: 850-595-3427
Fax:
Address: 3363 W. Park Place
City: Pensacola
State: FL
Zip: 32501
Account:

Dates
Quote Issued: February 11, 2016

Escambia County

Part Number	Product Description	Quantity	Price	TOTAL
791305	TS12P,(5") R400, Total Station w/PowerSearch, Automatic Target Recognition, 1 Color Keyboard, Laser	1	$ 17,995.00	$ 17,995.00
799185	GKL311 Single Charger Prof 3000. Charger for one Li-Ion battery including AC/DC adapter and cigarette	1	$ 140.00	$ 140.00
733270	GEB221, Lithium-Ion battery, 7.4V/4.4Ah, rechargeable. To be used with FlexLine	2	$ 180.00	$ 360.00
734754	GeoCOM Robotics License	1	$ 950.00	$ 950.00
667305	Tribrach GDF111 BASIC, without optical plummet, pole	1	$ 250.00	$ 250.00
788853	RH16, Radio Handle with integrated bluetooth module and radio antenna. Used with CS15/CTR cap.	1	$1,650.00	$ 1,650.00
8245147	Carlson Surveyor2 with Long Range Bluetooth and SurvCE TS	1	$ 3,650.00	$ 3,650.00
8237266	Upgrade Carlson SurvCE TS to RTS	1	$ 500.00	$ 500.00
639985	GRZ4 360° Reflector	1	900.00	$ 900.00
366500	GLS11, Reflector pole telescopic, with circular bubble, cm and ft graduation, extends to 2,15m	1	$ 195.00	$ 195.00
8245796	5200-074 CRADLE ASSY SURVEYOR2	1	$ 93.95	$ 93.95
8241668	5196-052 DC POLE BRACKET	1	$ 100.00	$ 100.00
6006193	TS06 plus, 5" R500 Total Station Package	1	$ 9,370.00	$ 9,370.00
733270	GEB221, Lithium-Ion battery, 7.4V/4.4Ah, rechargeable. To be used with FlexLine	1	$ 180.00	$ 180.00
8245147	Carlson Surveyor2 with Long Range Bluetooth and SurvCE TS	1	$ 3,650.00	$ 3,650.00
6002280	Geomatic training install per day	6	$ 2,500.00	$ 12,500.00
			TOTAL:	$ 52,483.95

Signature: _____ **Date:** _____

Order Information
Leica Geosystems Inc.
1550 Beggs Rd., Suite 100
Duluth, Georgia 30096
Attn: Terry Nutt
Tel: 800-220-7206X22
Fax: 770-279-1088
Email: terry.nutt@leicaus.com

Terms & Conditions
Offer subject to Leica Geosystems terms & conditions, available at https://portal.leicaus.com/US_GT_Ts_of_Sales.txt

Full Software License Agreement:
http://leica-geosystems.com/about-us/compliance-standards/legal-documents

QUOTATION

DATE: February 15, 2016

820 NE 2nd Avenue
Ft. Lauderdale, FL 33304

PHONE: 954-818-2993
FAX: 954-462-4121

Attention: DANNY SWAIN-ENG. DEPT
ESCAMBIA COUNTY
3363 W. PARK PLACE
PENSACOLA, FL 32501
We are pleased to submit the following quotation:

QUANTITY	DESCRIPTION	PRICE EA.	TOTAL PRICE
1	LEICA TS12P 5" R400 TOTAL STATION	$ 17,995.00	$ 17,995.00
1	LEICA GKL311 CHARGER	$ 140.00	$ 140.00
2	LEICA GEB221 BATTERY	$ 180.00	$ 360.00
1	LEICA GEOCOM ROBOTICS	$ 750.00	$ 750.00
1	LEICA GDF111-1 TRIBRACH	$ 160.00	$ 160.00
1	LEICA RH16 BLUETOOTH HANDLE	$ 1,650.00	$ 1,650.00
1	CARLSON SURVEYOR 2 DATA COLLECTOR	$ 3,650.00	$ 3,650.00
1	CARLSON ROBOTICS	$ 500.00	$ 500.00
1	LEICA GRZ4 360 PRISM	$ 950.00	$ 950.00
1	SECO CRADLE FOR DATA COLLECTOR	$ 109.00	$ 109.00
1	SECO POLE CLAMP FOR CRADLE	$ 70.00	$ 70.00
1	LEICA TS06+ 5" R500 TOTAL STATION	$ 9,400.00	$ 9,400.00
1	CARLSON SURVEYOR 2 DATA COLLECTOR	$ 3,650.00	$ 3,650.00
5	TRAINING DAYS	$ 500.00	$ 2,500.00
-1	DISCOUNT	$ 3,500.00	$ (3,500.00)
			$ -
			$ -
			$ -
			$ -
	7.0% Florida sales tax will be added unless a Florida Sales Tax Exemption Certificate is provided, or if the equipment is delivered to a common carrier who provides a bill of lading for shipment outside the United States.		$ 38,384.00

DELIVERY: 7 to 10 days ARO

F.O.B.: Destination

TERMS: Net 30

This quote valid for 30 days

Very truly yours,

LSR, Inc.

Greg Fearon

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10174 **County Administrator's Report** **12. 33.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: Change Order to Sigma Consulting Group, Inc. on Contract 02-03.79 "Glynn Broc Gully and Cypress Point (NRCS)"
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Sigma Consulting Group, Inc., for the Glynn Broc Gully and Cypress Point United States Department of Agriculture Natural Resources Conservation Service Emergency Watershed Program Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Sigma Consulting Group, Inc., on Contract PD 02-03.79, Glynn Broc Gully and Cypress Point (USDA-NRCS-EWP) Project (f unding for the sheet pile wall was included in the increase provided by the Natural Resources Conservation Service (NRCS) on March 30, 2016, and part of the addendum approved by the Board on April 7, 2016). This Change Order also adds tasks to the Geotechnical Investigation and Design and Construction Plans:

Department:	Public Works
Division:	Engineering/Infrastructure
Type:	Addition
Amount:	$4,985
Vendor:`	Sigma Consulting Group, Inc.
Project Name:	Glynn Brock Gully and Cypress Point
Contract:	PD 02-03.79 "Professional Services"
PO No.	151095
CO No.	3
Original Award Amount:	$48,075
Cumulative Amount of Change Orders through this CO	$4,985
New Contract Total	$53,060

[Funding for the 25% match is available in Fund 352, LOST III, Project #15EN3252, and Funding for the Change Order is available in Fund 112, "Disaster Recovery Fund", Cost Center 330493, Project #ESXNR04]

BACKGROUND:

The April 2014 storms produced floodwaters throughout Escambia County. Swollen streams caused excessive flooding and erosion that damaged many roadways, dams, culverts, and bridges.

A task order was issued to Sigma Consulting Group, Inc. on March 19, 2015 to provide engineering services for design and construction of the project to repair damage caused by the April 2014 Storm event in Glyn Broc Gully and Cypress Point.

This Change Order adds task items to provide for changes at the request of NRCS, to add a sheet pile retaining wall to replace a failing wood wall. Funding for the sheet pile wall was included in the increase provided by NRCS on March 30, 2016, and part of the addendum approved by the Board on April 7, 2016. This Change Order also adds tasks to the Geotechnical Investigation and Design and Construction Plans. Change Order #1 reallocated tasks, which increased the environmental permitting services and decreased field inspections. Change Order #2 was for time only.

This USDA-NRCS-EWP Program reimburses 75% of the actual eligible construction costs, and reimburses eligible in-kind technical services not to exceed 7.5% of the actual eligible construction cost.

BUDGETARY IMPACT:

Funding for the 25% match is available in Fund 352 "LOST III, Project #15EN3252" and Funding for the Change Order is available in Fund 112 "Disaster Recovery Fund", Cost Center 330493, Project #ESXNR04.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon Board approval, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

CO3 Backup
Original PO
Change Order 1
Change Order 2
Board Action 040716

ESCAMBIA COUNTY ENGINEERING DEPARTMENT
CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS

Project Name: **Glynn Broc Gully & Cypress Point**
Project ID: ENGFLOOD0414-47 NRCS ESC-APR14-006 03-03.79.50.
Location: Running from Johnson Ave under Scenic Hwy through Cypress Point to Escambia bay
Project Manager: Derek Fox
Date: 4/18/2016

****

Digitally signed by Joy Jones
DN: cn=Joy Jones, o=Engineering, ou=Public Works, email=Joy_Jones@co.escambia.fl.us, c=US
Date: 2016.04.18 15:43:13 -05'00'

This section to be completed by Project Managers:

Signature Approval, Division Chief

DESCRIPTION OF REQUEST

This Change Order adds task items to provide for project direction changes by the County, at the request of NRCS, to add a sheet pile retaining wall to replace a failing wood wall. Funding for the sheet pile wall was included in the increase provided by NRCS on 3/30/2016 and part of the agreement approved by the BCC on 4/7/2016. This change order adds task 1000 - Sheet Pile Retaining Wall Design which was not part of the project when this TO was initially let. Task 1000 has subtasks 1001- Geotechnical Investigation, $2,175.00 and 1002 - Design and Construction Plans $2,810.00. The total cost for these services will be $4,985.00. The original task order was solicited using the abbreviated A&E selection process for $48.075.00. The new total would be $53,060.00. See attached documentation.

Digitally signed by Derek M. Fox
DN: cn=Derek M. Fox, o=Escambia County, ou=Public Works Department, email=derek_fox@myescambia.com, c=US
Date: 2016.04.18 15:41:41 -05'00'
Adobe Acrobat version: 11.0.15

Attached backup documentation 9 page (s).
Time shall be (increased/decreased by 0 calendar days. New completion date is _____

		Obligated	Required
Balance of CIP Project		$	$
Funds for Original Construction Contract		$	$
Funds for Construction Change Order #		$	$
Contract PD	Contractor		
Funds for Original Task Order			
Funds for Addendum #		$	$
Task Order PD 03-03.79.50.14.ENG	Consultant SIGMA Consulting Group, Inc	$	$ 4,985.00
Funds for Original Work Order			
Funds for Change Order # to the Work Order		$	$
Contract PD	Contractor	$	$
Funds for Contingency		$	$
Funds for Permit Fees		$	$
Funds for Land Purchases		$	$
Funds for Title Work		$	$
Contract PD	Contractor		
Funds for		$	$
Contractor:			
New Balance of CIP Project		$ $ -	$ $ (4,985.00)

****

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:				$
	Fund	Project #	Project Name	Amount
To:				$
			Transfer	$

County Engineer | Transferred by | Transfer Date

Posted to Expedition
Date: _____

SIGMA CONSULTING GROUP, INC.
ENGINEERING CONSULTANTS

3298 Summit Boulevard, Suite 32
Pensacola, FL 32503
Phone (850) 332-7912
Fax (850) 432-8870
www.sigmacg.com

SCOPE OF WORK

March 9, 2016

Additional Engineering Services
for
Cypress Point and Glynn Broc Gully Repair

Introduction

Per the request of Escambia County, Sigma Consulting Group (SIGMA) has been contacted to provide additional engineering services to remove approximately 50 linear feet of existing timber retaining wall and replace it with a sheet pile retaining wall system. The scope and fee for the additional services lists as follows:

Task 1000 Sheet Pile Retaining Wall Design

Task 1001 Geotechnical Investigation

SIGMA's subconsultant will mobilize a drill rig onsite site to perform one (1) 30-foot deep SPT borings as close as practical to the existing timber retaining wall to be replaced; render a geotechnical report including sheet pile design parameters and installation considerations.

Task 1001 Subconsultant Fee = $1,800.00

Task 1001 Engineering Fee = $375.00

Task 1002 Design and Construction Plans

SIGMA will utilize the existing geotechnical information from Task 1001 to develop a sheet pile retaining wall design to replace the existing timber retaining wall system located on the east side of Johnson Avenue. SIGMA will generate one cross-section sheet that provides the horizontal and vertical information necessary to construct the proposed sheet pile retaining wall system.

Task 1002 Engineering Fee = $2,810.00

Task 1000 Total Lump Sum Engineering Fee = $4,985.00

ENGINEERING SERVICES FOR
Cypress Point and Glynn Broc Gully Repair Plan
Additional Engineering Services
Manhour Estimate
March 9, 2016

		Engineering						
	Task Description	Engineer (hours)	Admin (hours)	Structural Engineer (hours)	CADD (hours)	Sr. Engr. (hours)	Subconsultant Fee	Engineering Fee
1	Task 1000 Sheet Pile Retaining Wall Design							
	Task 1001 Geotechnical Investigation					3	$ 1,800.00	$ 375.00
	Task 1002 Design and Construction Plans		1	10	6	6		$ 2,810.00
	Total Manhours =	0	1	10	6	9		
		$ 95.00	$ 50.00	$ 150.00	$ 85.00	$ 125.00		
		$ -	$ 50.00	$ 1,500.00	$ 510.00	$ 1,125.00	$ 1,800.00	$ 3,185.00

Total Engineering Fee (Lump Sum) = $ 3,185.00
Total Subconsultant Fee (Lump Sum) = $ 1,800.00
Total Project Fee = $ 4,985.00

Joy D. Blackmon, P.E.
Director, County Engineering
Public Works Department

March 10, 2016

Mr. Jesse Wilson
State Conservation Engineer
USDA-NRCS Florida State Office
2614 NW 43rd Street
Gainesville, Florida 32606

Subject: National Resource Conservation Service (NRCS) Revised Fund Increase Request for Emergency Watershed Project (EWP) Cooperative Agreement # 68-4209-15-155

Dear Mr. Wilson:

It was nice meeting you onsite with our staff, contractors, inspectors, and engineers to review the status as construction proceeds on each of the sites covered by our cooperative EWP grant agreement. As you are aware construction is progressing well. However, in our field discussion meetings, recommendations to modify certain elements and features of the design and construction efforts are needed to provide for future sustainability at several of the project sites, and satisfy the intended goal of the Emergency Watershed Protection Program. Attached please find estimates for these specific needs.

In summary Escambia County requests a $438,740.00 project budget increase, being equal to a federal share of $329,055.00, and a County Share of $109,685.00.

Additionally due to the complexity of several of the projects our Engineering Costs (Technical Assistance) has extended well above our reimbursement costs of 10%, including such items as archeological monitoring services required by SHPO, stream restoration experts, addition lake survey data, etc. We respectfully request this Technical Assistance percentage be increased to the maximum available.

Please feel free to contact me if you have any questions.

Thank you,

Christopher “Chris” A. Curb,
Stormwater Engineering Manager
Engineering Division of Public Works
850-595-3419 (Office)
850-554-3038 (Cell)

Additional estimated construction funds requested for completion of NRCS projects:

Grande Total Requested = $438,740.00
Total from NRCS = $329,055.00
County Share = $109,685.00

Ten Mile Creek:

Issues – Fill quantity short, discovered after clearing and grubbing dimensions of failing banks changed as result of continual erosion since original survey. Additional Rip rap required to stabilize toe of banks. Flexamat needed to address top of bank overtopping and to tie in several outfalls and because quantities reduced due to site conditions necessitating 1ft overlap of Flexamat, Construction access to landowners property required re-vegetation of bank and berm. Failed inlet cover on Bold Ruler needs Inlet box replaced as well; original design was just inlet cover, box now collapsed. Can't replace top without doing bottom.

Add – Add Fill, Rip Rap, Flexamat, Plantings repair inlet bottom on Bold Ruler

CO Quantity/Cost: Fill – 1900 CY x $15.00 = $28,500
Rip Rap – 860 TN x 120.00 = $103,200
Flexamat – 1650 SY x $70.00 =$115,500
Additional vegetation/planting = $5500 LS
Repair inlet box Bold Ruler Ct = $4500 LS
TOTAL CHANGE ORDER= $257,500.00
NRCS Share - 75% = $192,900.00
County Share - 25% = $64,600.00

Addison:

Issues: Erosion at outfall. Toe of Flexamat washed out, not connected to outfall.
Add – excavation, rip rap and concrete to allow anchoring end of Flexamat and tying to outfall

CO Quantity/Cost: Excavation/remove re-toe Flexamat & 12 SY rubble LS = $800.00
Rip rap w/bedding stone & geotextile fabric - 12 SY x $80.00 = $960.00
Misc concrete for connection to Flexamat 1 CY x $500.00 = $500.00
TOTAL CHANGE ORDER = $2260.00
NRCS Share - 75% = $1695.00
County Share - 25% = $565.00

Gatewood Ditch:

Issues: Storm debris from tornado blocked channel and 3" rainfall in 5 hours caused scour on un-stabilized banks during construction
Add – Additional grading/fill to repair damage. Add missing spillway slab

CO Quantity/Cost: Earthwork establishing grade LS = $9500.00
Concrete Slap omitted in plans = LS $40,000.00
TOTAL CHANGE ORDER= $49,500.00
NRCS Share - 75% = $37,125.00
County Share - 25% =$12,375.00

Glynn Broc Gully

Issues – Wood retaining wall deterioration increased since original design no longer repairable, recent sediment deposits from upstream project (Gatewood) greater than when project was reviewed/designed; Clay layer and high water table have added requirement for access road permanent dewatering system, add side drain or add weep holes through clay layer

Add – Add Sheet pile in front of wood retaining wall instead of repair wood, increase excavation quantities due to continuing deposits of sediment since original survey from Gatewood Ditch.

CO Quantity/Cost: 24' Sheet Pile = 50 LF x $1240.00 = $62,000
Excavation of sediment = 1000 CY x $8.60 = $8,600.00
Access road dewatering = $2000.00 LS
TOTAL CHANGE ORDER = $72,600.00
NRCS Share - 75% =54,450.00
County Share - 25% =18,150

Swamphouse Rd Stream

Issues: Additional rip rap needed to complete sediment basin area, construction access entrance needed for NPDES SWPPP was omitted

Add/change PO – Add additional rip rap, and construction access entrance

Quantity/Cost: 18" Rip rap with bedding stone and geotextile cloth – 420 SY x $80.00 = $33,600.00
Gravel construction access entrance – 140 SY x $ 15.00 = $2100.00
TOTAL Change = $35,700.00
NRCS CHANGE Share - 75% = 26,775.00
County Share - 25% =$8925.00

Olive Road Gully

Issues: NRCS requested design changes for additional sustainability.

Add/change PO –

Olive Road Gully		PD14-15.064 General Paving and Drainage Pricing Agreement			Change Order #2 Pending Chavers Construction	
Section	Number	Description	Quantity	Units	Unit Price	Extension
02100-	00106	Remobilize	1	EA	$2,750.00	$2,750.00
03100-	00102	Specifications 2230	500	SY	$2.50	$1,250.00
04100-	00101	Earthwork Excavation by machine	28	CY	$6.25	$175.00
04100-	00102	3" Top Soil	100	SY	$2.75	$275.00
08600-	00101	Misc. Concrete	4	CY	$450.00	$1,800.00
13100-	00107	Argentine Bahia Sod, Staked, over 1000sy	100	SY	$3.00	$300.00
13200-	00101	18" Depth Rip Rap Rubble w/ 4" Bedding Stone and Geotextile	38	SY	$145.00	$5,510.00
13200-	00105	Stone Rip Rap, Class II	20	TON	$91.00	$1,820.00
13300-	00101	Silt Fence Type III, less than 500lf	100	LF	$5.00	$500.00
13300-	00105	Staked Turbidity Barrier	50	LF	$20.00	$1,000.00
13300-	00109	Baled Hay or Straw	50	EA	$12.00	$600.00
CO2	002	Trash Rack Fabrication and Installation	1	EA	$4,000.00	$4,000.00
CO2	003	Traversable Slot Installation	1	EA	$1,500.00	$1,500.00
					Change Order #2 Total Pending	$21,480.00

Quantity/Cost:

TOTAL Change = $21,480.00
NRCS CHANGE Share - 75% = $16,110
County Share - 25% =$5,370.00

U.S. Department of Agriculture
Natural Resources Conservation Service

NRCS-ADS-093
7/2012

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number	2. Amendment No.	3. Award/Project Period	4. Type of Award Instrument
68-4209-15-155	3	March 13, 2015 through September 24, 2016	Cooperative

5. Agency: Natural Resources Conservation Service (NRCS) (Name and Address)

USDA-NRCS
2614 NW 43rd Street
Gainesville, Florida 32606

6. Recipient Organization: (Name and Address)

Escambia County
3363 West Park Place
Pensacola, FL 32505

DUNS:	EIN:
0750796730000	59-6000598

7. NRCS Program Contact:	8. NRCS Administrative Contact:	9. Recipient Program Contact:	10. Recipient Administrative Contact:
Jason Strenth jason.strenth@fl.usda.gov (352) 338-9559		Chris Curb 850-595-3418 ccurb@co.escambia.fl.us	Taylor Kirschenfeld 850-595-3449 jtkirsche@co.escambia.fl.us

11. CFDA Number	12. Authority	13. Type of Action	14. Project Director
10.923	Emergency Watershed Protection 33 U.S.C. 2203, as amended, 7 CFR Part 624	Amendment	

15. Project Title/Description:

April 2014 Panhandle Floods - Emergency Watershed Protection Program; this amendment extends the performance time, increases funding amount and increases the rate of TA.

16. Entity Type: ____Profit ____Nonprofit ____Higher Education ____Federal x State/Local ____Indian/Native American ____Other

17. Select Funding Type:	☑ Federal	☑ Non-Federal
Original Funds Total:	$2,829,191.85	$832,115.25
Additional Funds Total:	$448,325.22	$109,700.00
Grand Total:	$3,277,517.07	$941,815.25

18. Accounting and Appropriation Data

Financial Code	Amount	Fiscal Year	Treasury Symbol
FA	$24,100	2015	
FA	$305,000	2016	
TA	$58,225.22	2015	
TA	$61,000.00	2016	

19. APPROVED BUDGET

Personnel	$	Fringe Benefits	$
Travel	$	Equipment	$
Supplies	$	Contractual	$
Construction	$ $3,767,261.00	Other	$ $452,071.32
Total Direct Cost\	$	Total Indirect Cost	$
		Total Non-Federal Funds	$ $941,815.25
		Total Federal Funds Awarded	$ $3,277,517.07
		Total Approved Budget	$ $4,219,332.32

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

NOTICE OF GRANT AND AGREEMENT AWARD			
Award Identifying Number	**Amendment No.**	**Award/Project Period**	**Type of Award Instrument**
68-4209-15-155	3	March 13, 2015 through September 24, 2016	Cooperative

Name and Title of Authorized Government Representative	**Signature**	**Date**
Russell Morgan Florida State Conservationist		
Name and Title of Authorized Recipient Representative	**Signature**	**Date**
GROVER C. ROBINSON, IV, CHAIRMAN, BOARD OF COUNTY COMMISSIONERS,ESCAMBIA COUNTY, FLORIDA		

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

This action authorized Escambia County Board of County Commissioners on 7th day of April, 2016, at Board Chambers, 221 Palafox Place, Pensacola, State of Florida

ATTEST: Pam Childers
Clerk of Circuit Court

BY:_____
Deputy Clerk

This document approved as to form and legal sufficiency.

BY:_____

TITLE: Asst. County Attorney

DATE: March 30, 2016

AGREEMENT N0: 68-4209-15-155

AMENDMENT NO. 3
TO
NOTICE OF GRANT AND AGREEMENT
BETWEEN
UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
AND
ESCAMBIA COUNTY

Purpose: To increase the amount of funds for construction due to higher construction cost than originally estimated and to increase the technical assistance costs to cover additional technical services for surveying, design, contract administration, and construction inspection.

The following paragraphs of the Statement of Work (Attachment A) for 2014 Panhandle Storm Emergency, is hereby revised:

III. OBJECTIVES

NRCS and the Sponsor agree to install emergency watershed protection measures to relieve hazards to the sites identified below. It is agreed that the estimated eligible construction cost for this agreement is limited to $3,767,261.00 for the following described works of improvement. (See project list from original agreement)

The Sponsor will be reimbursed, from financial assistance funds, for *actual* eligible cost of constructing the works of improvement as described in Sections IV.A.3 and IV.B.2.

The Sponsor will be reimbursed, from technical assistance funds, for eligible in-kind technical services as described in Sections IV.A.8 and Section IV.B.3.

IV. RESPONSIBILITIES OF THE PARTIES

B. NRCS WILL:

3. Reimburse the Sponsor for 75 percent of the *actual* eligible construction cost of constructing the works of improvement described in Section III and computed as described in IV.B.3. NRCS will reimburse *actual* eligible cost of constructing from financial assistance funds up to a maximum of $2,825,445.75 (limited to 75% of $3,767,261.00).

4. Reimburse the Sponsor for eligible in-kind technical services not to exceed 12.0 percent of the *actual* eligible construction cost for constructing the works of improvement described in Section III and defined in Section IV.A.8. NRCS will reimburse in-kind technical services from technical assistance funds up to a maximum of $452,071.32 (limited to 12.0% of $3,767,261.00).

VI. PERIOD OF PERFORMANCE

The period of performance for this agreement begins on the date of the last signature of all parties and will end on September 24, 2016.

This agreement shall become null and void 180 calendar days after the date NRCS has executed this agreement if a contract has not been awarded or work has not commenced. Any funds not obligated by the Sponsor during the funding period will revert to NRCS upon the expiration or termination of this funding period.

All other items remain the same.

PURCHASE ORDER NO. 151095

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
192991 FAX: 850-432-8870
SIGMA CONSULTING GROUP INC
3298 SUMMIT BLVD STE 32
PENSACOLA FL 32503

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 03/19/15	BUYER: CLAUDIA SIMMONS	REQ. NO.: 15001272	REQ. DATE: 03/17/15
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CONTACT DEREK FOX AT 595-	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	TASK ORDER PD 02-03.79.50.14.ENG "ENGINEERING SERVICES FOR CYPRESS POINT AND GLYNN BROC GULLEY REPAIR"	48075.0000	48,075.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	330492	54612	48,075.00	ESXNR04

PAGE TOTAL	$	48,075.00
TOTAL	$	48,075.00

APPROVED BY Claudia Simmons

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

TASK ORDER - PD 02-03.79.50.14.ENG

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR CYPRESS POINT AND GLYNN BROC GULLEY REPAIR

1.0 Authorization

This task order is issued in compliance with the provision of the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II Purchases and Contracts, Office of Purchasing Policy and Procedures PP-101, Consultant Task Orders and the terms and conditions of PD 02-03-79, Professional Services" as Defined in Florida Statute 287.055, (2) DEFINITIONS, (g) "Continuing Contract."

2.0 Scope

Under this Task Order, the Engineer (Sigma Consulting Group, Inc.) will provide the Escambia County Public Works Department/Engineering Division with Professional Engineering Services for Cypress Point and Glynn Broc Gulley Repair. The Engineer (SIGMA) will provide engineering services to repair the existing storm water conveyance system located within the Cypress Point drainage easement and the Glynn Broc Gulley County-owned parcel. The Cypress Point and Glynn Broc Gulley project includes drainage system repairs, sedimentation and debris removal from the Cypress Point drainage easement, roadway shoulder erosion repair to Cypress Point west roadway, as well as, drainage system repair and sedimentation and debris removal within the Glynn Broc Gulley County owned parcel. The channel from Scenic Highway, east to Escambia Bay adjacent to Cypress Point west roadway has filled with sediment and debris from the April 29/30 2014 storm event, restricting storm water flow by sediment accumulation at the mouth of the channel of Escambia Bay. The asphalt road surface of Cypress Point west roadway was also damaged from flooding and surface runoff. The up-gradient Glynn Broc Gulley overflowed as a result of the storm debris, causing severe erosion, destabilization of drainage structures, and large volume sedimentation transported into the Cypress Point channel at Escambia Bay. It is the intent of this scope to outline the tasks necessary to repair the storm water conveyance system to pre-storm conditions. (See attached Scope of Work dated March 5, 2015).

3.0 Schedule

This Task Order shall be completed within 216 calendar days from the issuance of the Notice to Proceed.

4.0 Compensation

This Task Order is issued for a Lump Sum amount $31,625.00, Survey Fee $11,700.00, Geotechnical Investigation $1,750.00 and $3,000.00 for Environmental Permitting, for a total task order amount of $48,075.00. Invoices shall be submitted for monthly progress payments subject to the terms and conditions of PD 02-03.79

5.0 Progress Meetings

The Engineer shall schedule periodic progress review meetings with the County project manager as necessary but every 30 days as a minimum to discuss study progress and alternatives.

Issued by:

Escambia County, Florida

Date

Accepted by:

Jason L. Lashley

Sigma Consulting Group, Inc.

3-16-15

Date

Digitally signed by Derek M. Fox
DN: cn=Derek M. Fox, o=Escambia County, ou=Public Works Department, email=derek_fox@myescambia.com, c=US
Date: 2015.03.16 12:18:11 -05'00'

ESCAMBIA COUNTY ENGINEERING DEPARTMENT
CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS

Project Name: NRCS EWP Glynn Broc Gully & Cypress Pointe
Project ID: ENGFLOOD0414-47 (Glyn Broc Gully) and ENGFLOOD0414-6 (Cypress Pointe)
Location: Glyn Broc Gully and Cypress Pointe Channel
Project Manager: Derek Fox
Date: 3/10/2015

This section to be completed by Project Managers:

Signature Approval, Division Chief

DESCRIPTION OF REQUEST

This NEW Task Order provides for A&E Services divided into 9 primary tasks, with the scope of work intent to provide engineering services as necessary for design and construction of the project to repair damage from the April 2014 Storm event in Glyn Broc Gully and Cypress Pointe. There will be with partial reimbursement from the NRCS Emergency Watershed Protection program. Task 1 - Field Investigations and Data Collection. Task 2 – Survey. Task 3– Geo-Technical Investigation. Task 4- Construction Plans Task 5 - Cost Estimates. Task 6 - Limited Construction Assistance. Task 7 - Coordination. Task 8 - Utility Coordination. Task 9 Environmental Permitting (Supplemental Services). All specified tasks shall be completed within 216 days of NTP to ensure the 220 day NRCS project limit is met. Task 9 is a supplemental task to provide for permitting work if such requirement becomes necessary. Total contract cost of $48,075.00 for engineering.

02-03.79.50.14.ENG
Prepare task order and requisition
330493/54612/Project #EXCNR04
rflamber/3162015

Attached backup documentation 20 page (s).
Time shall be (increased/decreased by ___ calendar days. New completion date:

	Obligated	Required
Balance of CIP Project	$	$
Funds for Original Construction Contract	$	$
Funds for Construction Change Order # ___	$	$
Contract PD ___ Contractor ___		
Funds for Original Task Order		
Funds for Addendum # ___	$	$
Task Order PD ___ Consultant Sigma Consulting	$	$ 48,075.00
Funds for Original Work Order		
Funds for Change Order # ___ to the Work Order	$	$
Contract PD ___ Contractor ___	$	$
Funds for Contingency	$	$
Funds for Permit Fees	$	$
Funds for Land Purchases	$	$
Funds for Title Work	$	$
Contract PD ___ Contractor ___		
Funds for ___ Contractor: ___	$	$
New Balance of CIP Project	$ -	$ (48,075.00)

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:			SUPPLEMENTAL FUNDS	$
	Fund	Project #	Project Name	Amount
To:				$

Transfer $

03/16/2015

County Engineer | Transferred by | Transfer Date

Posted to Expedition
Date:

H:\WPDOCS\FORMS\Revised 04082000_Fund Form.xls

SIGMA CONSULTING GROUP, INC.
ENGINEERING CONSULTANTS

3298 Summit Boulevard, Suite 32
Pensacola, FL 32503
Phone (850) 332-7912
Fax (850) 432-8870
www.sigmacg.com

SCOPE OF WORK

March 5, 2015

Engineering Services for Cypress Point and Glynn Broc Gully Repair

Introduction

Per the request of Escambia County, Sigma Consulting Group (SIGMA) has been contacted to provide engineering services to repair the existing stormwater conveyance system located within the Cypress Point drainage easement and the Glynn Broc Gully County owned parcel. The Cypress Point and Glynn Broc Gully project includes drainage system repairs, sedimentation and debris removal from the Cypress Point drainage easement, roadway shoulder erosion repair to Cypress Point West roadway, as well as drainage system repair and sedimentation and debris removal within the Glynn Broc Gully County Owned parcel. The channel from Scenic Highway, east to Escambia Bay adjacent to Cypress Point West roadway has filled with sediment and debris from the April 29/30 2014 storm event, restricting stormwater flow by sediment accumulation at the mouth of the channel at Escambia Bay and under the nearby dock and boathouse. The asphalt road surface of Cypress Point West roadway was also damaged from flooding and surface runoff. The up-gradient Glynn Broc Gully overflowed as a result of the storm debris, causing severe erosion, destabilization of drainage structures, and large volume sedimentation transported into the Cypress Point channel at Escambia Bay. It is the intent of this scope to outline the tasks necessary to repair the stormwater conveyance system to pre-storm conditions. The scope and fee for this project lists as follows:

Task 100 Existing Conditions Review

Task 101 Field Investigations

SIGMA will visit the project site to collect photographs and document field conditions that will be pertinent to the restoration of the project area to pre-storm conditions.

Task 101 Engineering Fee = $1,390.00

Task 102 Data Collection

SIGMA will collect original design plans and other existing data, if available, for the project area to be used in completing the scope of services for this project. Once all available data is gathered, SIGMA will visit the site to verify the accuracy of the existing plans and obtain field information critical to the repair plan.

Task 102 Engineering Fee = $1,410.00

Task 100 Total Engineering Fee = $2,800.00

Task 200 Survey

SIGMA's subconsultant will provide the site specific topographic survey services necessary to provide topographic survey of 2,200 feet in length centered on the existing channel with cross sections every 100 feet extending 20 feet beyond the top of bank. The topographic survey limits will also include the area of the outfall ditch for the roadside concrete swale on Olive Road between Scenic Highway and Johnson Avenue. The surveyor will include an overlay of the County recorded easement at Cypress Point which will be provided by Escambia County. The surveyor will provide the coordination necessary to establish the mean high water line for the Cypress Point portion of the project. The surveyor will place three (3) permanent benchmarks along the project corridor. The survey includes establishing horizontal and vertical control in State Plane Coordinates on North American Datum 1983 and North American Vertical Datum 1988; respectively.

The survey does not include establishing property lines or drainage easement boundary. If the need for this information is deemed necessary then the scope and fee will need to be revised accordingly.

Task 200 Survey Lump Sum Fee = $11,700.00
Task 200 Engineering Fee = $970.00

Task 200 Total Fee = $12,670.00

Task 300 Geotechnical Investigation

SIGMA's subconsultant will provide a field technician that will perform hand auger borings for three (3) days maximum along the Glynn Broc Gully portion of the project. The hand auger borings will be terminated when the apparent existing grade is encountered and will be staked and clearly labeled in the field for inclusion into the project survey. The subconsultant will provide a letter under a FL registered PE's seal summarizing the results of the hand augering efforts with respect to depth to natural grade.

Task 300 Geotechnical Lump Sum Fee = $1,750.00
Task 300 Engineering Fee = $880.00

Task 400 Construction Plans

Task 401 Cypress Point Repair Plan

SIGMA will provide the engineering services necessary to develop construction plans to repair the earthen scour areas and remove sediment and debris from the drainage channel in order to restore the project area to original pre-storm conditions. The plan will clearly callout roadway construction items necessary to complete the repair of Cypress Point West roadway as well as sediment and debris removal limits in the Cypress Point channel. No work will be performed in Escambia Bay or navigable waters as part of this project.

Task 401 Engineering Fee = $4,325.00

Task 402 Glynn Broc Repair Plan

SIGMA will provide the engineering services necessary to develop construction plans to remove sediment and debris from the Glynn Broc drainage ponds and channel in order to restore the project area to original pre-storm conditions based on NWFLWMD public lidar elevation data. The plan will clearly callout debris/sediment removal limits in the Glynn Broc drainage ponds and channel.

SIGMA will superimpose the information from Task 300 onto the pre-storm existing grades/elevations generated from Northwest Florida Water Management District (NWFWMD) public lidar data. The hand auger data and existing topographic information will then to be analyzed to determine the amount of sediment to be removed from the Glynn Broc Gully portion of the project.

SIGMA will provide the details necessary to re-establish the concrete baffle for the box culvert on Johnson Avenue to pre-existing storm conditions. The details will be developed by utilizing the best available information provided in DER Permit # RC17-22874 and FDOT 2015 Design Standards.

SIGMA will also design an armored swale to collect the existing stormwater runoff that is running down the north side of Johnson Avenue between the existing box culvert and Olive Road. Currently, the stormwater from this area is eroding the east bank of the outfall ditch and it needs to be repaired to prevent further damage.

Task 402 Engineering Fee = $6,735.00

Task 400 Total Engineering Fee = $11,060.00

Task 500 Cost Estimates

Task 501 Cypress Point & Glynn Broc Estimate

SIGMA will estimate construction items necessary to restore the roadway and channel to pre-storm conditions. Volume of sediment removal will be based on topographic survey as compared to previous design drawings prepared by HDR Engineering.

SIGMA will estimate construction items necessary to restore the channel to pre-storm conditions. Volume of sediment removal will be based on topographic survey as compared to gully profile elevations resulting from Task 400 above.

Task 500 Total Engineering Fee = $2,760.00

Task 600 Limited Construction Assistance

SIGMA will provide construction administration and assistance on an hourly basis as requested by the County to facilitate the construction of the project. If the time required to provide these services will exceed the budgeted amount shown below, then the scope and fee will need to be revised accordingly. SIGMA will provide the following services on an as-need basis, to complete this task:

1. Prepare final electronic record drawings based upon the marked up as-builts received from the contractor.
2. Professional engineering staff will be available for milestone field inspections and interpretation of contract documents.

Task 600 Engineering Fee = $4,680.00

Task 700 Coordination

SIGMA will provide coordination with the entities listed below. The coordination efforts list as follows:

FDOT
SIGMA will coordinate with FDOT and determine what actions will be required to remove the sediment from the existing box culvert on Scenic Highway. Per our conversations with Transfield, no permits are anticipated to perform these maintenance activities. SIGMA will provide a memo of understanding to the County that outlines FDOT's requirement for these maintenance activities.

NRCS
SIGMA will provide the NRCS coordination services necessary to respond to NRCS design review comments received from two (2) project review meetings.

FDEP
SIGMA's environmental subconsultant will review the project and determine if any permits with FDEP will be required to perform the maintenance activities associated with the sediment removal.

Our preliminary reviews indicate that this project will not require a FDEP permit. The activities will fall under the guidelines for maintenance which does not mandate a permit.

Army Corp
SIGMA's environmental subconsultant will review the project and determine if any permits with Army Corp will be required to perform the maintenance activities associated with the sediment removal.

Our preliminary reviews indicate that this project should fall under the Army Corp guidelines for No Permit Required. (NPR). However, the Army Corp may require that we submit plan view drawings and cross-sections to delineate the limits of the project for review. To address this item Task 900 has been added to address the preparation of an Army Corp permit submittal package, if necessary.

FWC
SIGMA's environmental subconsultant will review the project to determine if any Threatened & Endangered Species (T&E) are present and they will also provide a recommendation on whether or not an Environmental Impact Statement (EIS) is necessary. Our preliminary review of the project indicates that there are no T&E's present and that an EIS is not necessary. A letter summarizing these findings will be provided to the County.

Task 700 Engineering Fee = $6,485.00

Task 800 Utility Coordination

SIGMA will provide the utility coordination necessary to notify the utility companies impacted by the construction activities associated with this project. SIGMA will have one (1) onsite meeting with the effected utility companies and also send 60% and final construction plans for their review.

Task 800 Engineering Fee = $1,990.00

Task 900 Environmental Permitting (Supplemental Services)

SIGMA's environmental subconsultant will provide the services required to acquire approval from the the Army Corp of Engineers to move forward with the project, if necessary. Supplemental services will only be performed with written authorization by Escambia County.

Task 900 Supplemental Services = $3,000.00

Total Project Lump Sum Engineering Fee = $31,055.00

Total Project Lump Sum Subconsultant Fee = $14,450.00

Total Supplemental Services = $3,000.00

Total Project Fee = $48,075.00

Deliverables:

SIGMA will provide two (2) plan submittals containing the following sheets:

60% Construction Plans

Submittal

Three (3) hard copies & 1 PDF copy of 11" x 17" drawings; Scale of plan/profile drawings will be 1"=50'. The drawings/items to be submitted list as follows:

Key Sheet	1 sheet
General Notes	1 sheet
SWPPP	1 sheet
Repair Plan/Profile (horizontal & vertical geometry)	3 sheets
Cross-Sections	2 sheets
Details	1 sheet
	9 sheets

60% Critical Path Items

Survey and plan preparation are the critical path items for this submittal. These items will be necessary to finalize the repair plan for the project limits. The final submittal and cost estimating will begin when the proposed repair plan is formally reviewed and commented on by Escambia County.

Final Construction Plans

Submittal

3 copies of 11" x 17" drawings; Scale 1"=50'
One (1) CD copy of ACAD drawing files
One (1) PDF copy of drawings
One (1) copy of project bid tabulation
One (1) copy of survey
One (1) electronic copy of all information listed above

Meetings:

One (1) Field Meeting
Two (2) Project Review Meetings
Two (2) Coordination Meetings with NRCS

Schedule:

Sigma plans to complete this Scope of Work within 136 calendar days from notice to proceed.

Glynn Broc Gully and Cypress Point
NRCS Sediment Removal Project
Schedule
3/5/2015

Tasks / Deliverables	Duration	Completion Dates
NTP	0 days	3/12/2015
Geotechnical Investigation	7 days	3/19/2015
Survey	14 days	3/26/2015
Pre-Design Conference		3/31/2015
60% Plan Submittal	14 days	4/9/2015
60% Plan Review	7 days	4/16/2015
Design Conference		4/21/2015
Final Plan Submittal	14 days	4/30/2015
Bid Documents	7 days	5/7/2015
Bidding Process	80 days	7/26/2015
Construction Phase	80 days	10/14/2015
	216 days	

Notes

1. SIGMA assumes it will require a maximum of 80 days to construct the project
2. February 26, 2015 NTP is assumed, will update when official NTP is given
3. Schedule is based on scope and fee proposal dated 3/5/2015

ENGINEERING SERVICES FOR
Cypress Point and Glynn Broc Gully Repair Plan

Manhour Estimate
March 5, 2015

		Engineering						
	Task Description	Engineer (hours)	Admin (hours)	Sr. Inspector (hours)	CADD (hours)	Sr. Engr. (hours)	Subconsultant Fee	Engineering Fee
1	Task 100 Existing Conditions Review							
	Task 101 Field Investigations	12				2		$ 1,390.00
	Task 102 Data Collection	8	8			2		$ 1,410.00
2	Task 200 Survey	2	2		8		$ 11,700.00	$ 970.00
3	Task 300 Geotechnical Investigation	2	2		4	2	$ 1,750.00	$ 880.00
4	Task 400 Construction Plans							
	Task 401 Cypress Point Repair Plan	20	2		20	5		$ 4,325.00
	Task 402 Glynn Broc Repair Plan	32	2		32	7		$ 6,735.00
5	Task 500 Cost Estimates							
	Task 501 Cypress Point Estimate	10	1		3	1		$ 1,380.00
	Task 502 Glynn Broc Estimate	10	1		3	1		$ 1,380.00
6	Task 600 Limited Construction Assistance	20	2	24		8		$ 4,680.00
7	Task 700 Coordination	30	8		16	15		$ 6,485.00
8	Task 800 Utility Coordination	12	2		0	6		$ 1,990.00
9	Task 900 Environmental Permitting (Supplemental Services)	0	0		0	0	$ 3,000.00	$ -
	Total Manhours =	158	30	24	86	49		
		$ 95.00	$ 50.00	$ 70.00	$ 85.00	$ 125.00		
		$ 15,010.00	$ 1,500.00	$ 1,680.00	$ 7,310.00	$ 6,125.00	$ 16,450.00	$ 31,625.00

Total Engineering Fee (Lump Sum) =	$ 31,625.00
Total Subconsultant Fee (Lump Sum) =	$ 13,450.00
Supplemental Services	$ 3,000.00
Total Project Fee =	$ 48,075.00

SIGMA CONSULTING

	Labor Rate	Overhead %	Overhead (OH)	Labor + OH	Profit %	Profit	Labor + OH + Profit	FCCM %	Labor * FCCM%	Labor+OH+ Profit+FCCM	Maximum Multiplier
	A	B	C	D	E	F	G	H	I	J	L
			(A*B)	(A+C)		(D*E)	(D+F)		(A*H)	(G+I)	(J/A)
Engineer	33.75	168.00%	56.70	90.44	12.00%	4.05	94.49	1.50%	0.51	95.00	281.50%
Administrative	17.76	168.00%	29.84	47.60	12.00%	2.13	49.73	1.50%	0.27	50.00	281.50%
Sr Inspector	24.87	168.00%	41.78	66.64	12.00%	2.98	69.63	1.50%	0.37	70.00	281.50%
CADD	30.20	168.00%	50.73	80.92	12.00%	3.62	84.55	1.50%	0.45	85.00	281.50%
Senior Engineer	44.40	168.00%	74.60	119.01	12.00%	5.33	124.33	1.50%	0.67	125.00	281.50%

Checklist
Document Review / Signature Request

FROM	Derek Fox
DATE	July 24, 2014
DESCRIPTION	Abbreviated A&E Selection
PROJECT	PERMANENT REPAIR Cypress Pointe & Glynn Broc Gully NRCS-EWP
DEADLINE	As soon as practicable
ACTION NEEDED	Selection of 3 firms and final selection
ROUTING NOTES	WE WANT To Get Engineering paperwork, negotiations, etc all ready for "GO" until EWP funding is approved.

25% Match by County / 7% Design & 75% EWP grant

ROUTED THRU: ROBIN	Lambert Lott III	DATE	
ROUTED THRU: SUPERVISOR	Christopher C Cue 7/28/14	DATE	7/28/14
APPROVED BY: JOY BLACKMON		DATE	
JOY'S COMMENTS			

Updated 10/17/11

Project Name: Cypress Pointe & Glynn Broc Gully Date: 07/24/2014

Task Order / F.S. 286.011 Public Meetings And Records (Sunshine Law)
Checklist

The followin g checklist is intended to provide a method to assure compliance with Florida Statute 286.011, Public Meetings and Records, known as the "Sunshine Laws".

☑ Construction Based Task Order – Estimated Value $ 206,657 const. 45K Eng Design

☐ Study Based Task Order – Estimated Value $ _____

Contract Number _____

- Committee members

~~Joy Jones~~ Chris Curb

Kirk Kassebaum 8/28/14 JAMES DUNCAN JR 8-28-14

Derek Fox 8/28/14

- Firms reviewed (please list all firms that were reviewed for possible consideration)

Jehle

Preble-Rish

Sigma

(Include additional pages, if required)

- Ranking of final three firms
  1. Sigma
  2. Preble Rish
  3. Jehle

8/28/14 8/28/14

- Motion made by: Chris Curb
- Motion seconded by: James Duncan
- Vote:
  - unanimous
  - _____
  - _____
- Rank/Decision date

~~Sigma~~ 28/8/14

Task Order / F.S. 286.011 Public Meetings And Records (Sunshine Law)
Checklist

- Rational for number one firm

Signed most Responsive past history - this is 220 day turnaround project.

- Negotiation Meeting(s) with number one ranked firm (please be aware that these meeting shall be publicly noticed in the building in which they are bei ng held two business days in advance of their occurrence)

Date	Time	Location
10/27	1030	COC 205
3/2	1600	COC 205

(Include additional pages, if required)

AC 3/2/15
AC 3/24/15

- Date and time the information liste d above was e-mailed to the Office of Purchasing for posting to the purcha sing web site and the official po sting board (as above, this information shall be provided to the Office of Purchasing in sufficient time to pro vide for a two business day posting prior to the meeting)

NA _____ _____

Name

- Meeting taped and minutes prepared by

_____

- Minutes, tapes, backup material, etc. shall be provided to the Office of Purchasing with the task order before it can be approved and issued.

Prepared 3/10/15

DEREK FOY
By
I do hereby certify that the information provided is true and correct.

Abbreviated A&E Selection Checklist

Project Name: Cypress Pointe and Glynn Broc Gully

Project ENG#: FLOOD0414 - 40 & 47 Project Manager: Derek Fox

- The assigned PM and/or project owner shall draft an informal scope for committee members: Engineering Division Managers (Joy Jones), Program Manager (Kirk Kassebaum), Traffic Division Manager (Colby Brown), and the assigned Project Manager from Engineering and/or Traffic. Committee shall consist of a minimum of three members.
  Date: 07/24/2014

- The County Engineer (Joy Blackmon) and the Assistant County Administrator (Larry Newsom) shall choose 3 A/E's from the A/E Consultant Selection List (H:\ENG\WPDOCS\CIPProjectMilestones\A&E List by FY.xls) while considering knowledge of the project, past performance, qualifications, equity of work, etc.
  Date: JMW

- The Committee shall rank the 3 A/E's selected (1, 2, & 3) and justify the selection of the #1 A/E. The Committee members shall initial and date their name on the ranking form.
  Date: 8/28/14 HA

- County Engineer (Joy Blackmon) will authorize the committee to proceed with the #1 A/E after review with the Assistant County Administrator (Larry Newsom).
  Date: JMW

- Once selection is approved via CE and ACA, the PM shall inform the selected A/E and request a formal scope (set up scope discussion meeting if needed). Robin shall be informed of the selection so she can update the Consultant Selection List.
  Date: 8/28/14 HA

- Once formal scope is acceptable, PM shall request a fee proposal.
  Date: 8/28/14

- Schedule a Negotiation meeting.
  Date: 10/27/14

- The Committee shall negotiate the fee with the selected A/E.
  Date: 3/2/15

- Once the price is agreed upon, the PM shall submit appropriate paperwork to Accounting for issuance of a Purchase Order.
  Date: _____

*This process should take 10 to 14 working days.

Revised: 07/01/13

PUBLIC WORKS DEPARTMENT - ENGINEERING/INFRASTRUCTURE DIVISION
TASK ORDERS ISSUED

CONSULTANT	FY 08/09	FY 09/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14	Total
360 Survey Services	0	0	$ 24,454.50	$ -			$ 24,454.50
American Consulting	$ 110,209.10	$ 531,606.63	$ 24,310.00	$ 79,215.00	$ 15,549.00	$ 25,290.00	$ 786,179.73
Baskerville-Donovan, Inc.	$ 1,776,158.11	$ 1,174,379.69	$ 261,947.29	$ 54,433.75	$ 145,041.73	$ 334,829.01	$ 3,746,789.58
Bayside Consulting Group	$ -	$ 228,790.00	$ -	$ 138,810.00	$ -		$ 367,600.00
David Fitzpatrick	$ 43,599.00	$ 74,988.00	$ 62,713.00	$ 138,360.00	$ 35,512.00	$ 118,652.00	$ 473,824.00
DRMP, Inc.	$ 375,212.00	$ 828,994.99	$ 36,700.41	$ 1,507,431.73	$ 33,182.29	$ 246,331.59	$ 3,027,853.01
Enginneering and Planning Resources	$ -	$ 5,000.00	$ 42,205.00	$ 11,500.00	$ 61,835.30	$ 58,919.20	$ 179,459.50
Fabre Engineering, Inc.	$ 109,252.00	$ 142,643.00	$ 226,946.00	$ 370,387.40	$ 140,785.70	$ 222,677.45	$ 1,212,691.55
Gecl & Associates, Inc.	$ -	$ -	$ 9,320.00	$ 4,810.00	$ 4,810.00	$ 17,528.00	$ 36,468.00
Gulf Civil Engineering LLC	$ -	$ -	$ -	$ -	$ -	$ 2,362.37	$ 2,362.37
Hammond Engineering	$ 67,883.00	$ 123,300.00	$ 131,440.00	$ 85,730.00	$ 77,280.00	$ 76,260.00	$ 561,893.00
Hatch Mott MacDonald	$ 146,207.00	$ 1,250,226.15	$ 70,540.00	$ 413,865.59	$ 321,949.07	$ 649,308.68	$ 2,852,096.49
HDR Engineering	$ 1,697,105.50	$ 146,675.22	$ 489,467.31	$ 19,648.99	$ 197,582.30	$ 297,564.99	$ 2,848,044.31
Hernandez Calhoun Engineers					$ 29,136.15		$ 29,136.15
H.S.A. Consulting Group					$ 110,895.00	$ 5,257.27	$ 116,152.27
Jehle-Halstead, Inc.	$ 189,525.00	$ 141,872.50	$ 194,017.50	$ 1,121,790.00	$ 70,471.06	$ 16,957.50	$ 1,734,633.56
Jerry W. McGuire & Associates	$ 30,000.00	$ 71,555.00	$ 140,667.16	$ -	$ -	$ 24,800.00	$ 267,022.16
Kenneth Horne & Associates	$ 24,945.22	$ 56,413.18	$ 199,265.00	$ 155,732.45			$ 436,355.85
KMJ Surveyintg	$ -	$ 4,935.00	$ 36,345.00	$ -	$ 381,692.79		$ 422,972.79
Mehta and Associates	$ -	$ 384,561.39	$ -	$ -	$ -	$ 9,593.49	$ 394,154.88
Merrill Parker Shaw	$ 60,970.93	$ 160,120.00	$ 116,227.50	$ -	$ 189,758.96		$ 527,077.39
Metric Engineering	$ -	$ 371,053.16	$ 250,173.96	$ -		$ 5,189.80	$ 626,416.92
Nova Engineering and Environmental					$ 49,910.00	$ 1,000.00	$ 50,910.00
PBS&J/Atkins	$ 880,011.17	$ 638,378.63	$ 45,128.75	$ 916,275.19		$ 355,757.85	$ 2,835,551.59
Pittman Glaze and Assoc.	$ -	$ -	$ 18,025.00	$ -			$ 18,025.00
Preble Rish					$ -	$ 23,375.00	$ 23,375.00
Rebol-Battle and Associates	$ 167,796.04	$ 494,484.51	$ 195,774.56	$ 906,213.00		$ 176,459.51	$ 1,940,727.62
R. W. Beck	$ -	$ -		$ -	$ 113,370.00		$ 113,370.00
Sigma Consulting	$ -	$ 78,900.00	$ 177,310.00	$ 184,940.00	$ 16,751.05	$ 51,945.00	$ 509,846.05
Singhofen and Associates	$ -	$ -		$ -			$ -
Southern Site & Utility Design							$ -
Swift and Hernandez	$ -	$ -	$ 2,970.00	$ -	$ 25,800.00		$ 28,770.00
Terracon Consultants (aka Gallet & Asociates)					$ 18,500.00		$ 18,500.00
Thompson Engineering	$ 57,612.00	$ 167,754.50	$ 17,230.00	$ -	$ 162,350.58	$ 23,000.00	$ 427,947.08
Volkert Construction Services	$ 3,198.90	$ 237,794.68	$ 16,530.00	$ 30,293.58	$ -	$ 31,715.55	$ 319,532.71
Totals	$ 5,739,684.97	$ 7,314,426.23	$ 2,789,707.94	$ 6,139,436.68	$ 2,382,891.43	$ 2,774,774.26	$ 27,140,921.51
Check Balance	$ 5,739,684.97	$ 7,314,426.23	$ 2,789,707.94	$ 6,139,436.68	$ 2,382,891.43	$ 2,774,774.26	$ 27,140,921.51
					$ -		$ -

Date: January 31, 2005
Prepared by: Robin Lambert

Revised: 7/23/2014

SUMMARY OF SCOPE OF WORK

Cypress Point and Glynn Brock Gully

The Cypress Point / Glyn Broc Gully Project includes drainage system repairs, sedimentation and debris removal on the Cypress Point drainage easement, roadway shoulder erosion repair to Cypress point West road, and drainage system repairs, sedimentation and debris removal within the Glynn Broc Gully County owned parcel. The channel from Scenic Hwy, East to Escambia Bay adjacent to the Cypress Point West road has filled with sediment/debris from the April 29/30 2014 storm event, restricting stormwater flow by sediment accumulation at the mouth of the channel to the Bay, and under the nearby dock/boat house. The asphalt road surface of Cypress Point West road adjacent to the ditch and adjacent curbing was also damaged from flooding. The up-gradient Glynn Broc Gully overflowed as a result of the storm debris, causing severe erosion, destabilization of its structures, and produced large amounts of sediment that was transported into Cypress Point channel and the Bay.

The existing Cypress Point channel drainage area was approximately 20'-90' wide, 5'-8' deep, running 500' East from W. Scenic Hwy roadway culvert crossing. The channel is over 80% filled with sediment/debris, resulting in a severe drainage restriction that impacts upstream drainage areas including Scenic Hwy culvert, Glynn Broc Gully, Cypress Point West road, and properties in Cypress Point SD's. The sediment/debris restriction is reported to have caused flooding to four (4) neighboring lots on both sides of the Cypress Point channel. A significant amount of sediment debris has also accumulated at the mouth of the channel and under the nearby dock/ boat house further restricting adequate stormwater outflow into Escambia Bay.

A small portion of asphalt road surface, curbing and shoulder next to the channel in Cypress Point West is washed out and eroded from the storm. Cypress Point West road surface was damaged when inundated by flow on Scenic Hwy and the adjacent channel. The curb and road surface was undercut and an irrigation system next to the curb was also washed out and exposed.

Upgradient of Cypress Point channel and Scenic Hwy, the Glynn Broc Gully drainage system experienced flooding, severe erosion, and damage to its existing structure from the April 29/30 2014 storm. Sediment/debris from the gully eventually ended up in the Scenic Hwy culvert and in Cypress Point channel.

Upgradient from Glynn Broc Gulley to East Southeast the Johnson Ave box culvert also washed out as did the up gradient Gatewood ditch which provides a major outfall for an approximately 1150+ acre drainage basin.

For this project, the A&E firm will provide separate Preliminary Assessments and associated estimated costs for the two affected areas; Cypress Point channel and Glynn Broc Gully and plans and drawings as necessary for the contractor's use in construction, keeping in mind that this project may be funded by National Resource Conservation Service as an Emergency Watershed Protection project.

For the Cypress Point channel, the consulting firm will review and determine what repairs are necessary to remove sediment/debris and restore flow in the channel, repair the erosion, and repair road/curb damage to satisfy current County standards. A temporary turbidity barrier has been erected by the County's Johnson Ave contractor at the mouth of the channel to protect the bay from additional sediment discharge until such time as funding is secured for this project. The A&E firm, keeping in mind that navigable waters in the bay are not eligible for EWP funding, will also review and determine what repairs are necessary to remove sediment/debris from the bay at the mouth of the channel, under the dock and boat house, and to stabilize erosion as a separate unfunded cost.

For Glynn Broc Gully, the A&E firm will review and determine what repairs and improvements are necessary and provide repair plans and cost estimates, based on the County's pricing agreement, as necessary to remove sediment/debris and restore the drainage system to pre-storm condition.

County records include permit drawings, the US Dept of Agriculture Soil Conservation Service survey dated 1973 for the Glynn Broc Gully, and a 2006 Emergency Watershed Protection Repair Plan that resulted in sheet pile stabilization of the Cypress Point channel. Additional maps, plans, documents, drawings, and photographs related to this project may be accessed at the Escambia County public FTP site at ftp.myescambia.com /2014 April Rain Storm/Glyn Brock Cypress Pointe. For this project the A&E firm will use the Login ID: escambia and Password: escambia to access the site.

It is anticipated the consultant can provide repair plans to restore the system to pre-storm condition. The consultant's tasks include: limited survey work as necessary to provide plans adequate for construction, preparation of plan sheets for the contractor's use, two separate cost estimates (for Cypress Point channel, and for Glynn Broc Gully), data collection, field visits, and very limited construction management activities.

Construction Estimate: $206, 657.00

Engineering Estimate: $15,000

See attached maps for areas

5 Attachments:

1. Glyn Brock Cypress Pointe Location Map
2. Cypress Pointe Damage Map
3. Glyn Brock Damage Map
4. Cypress Pointe Repair Map
5. Glyn Brock Repair Map

dmf/CAC

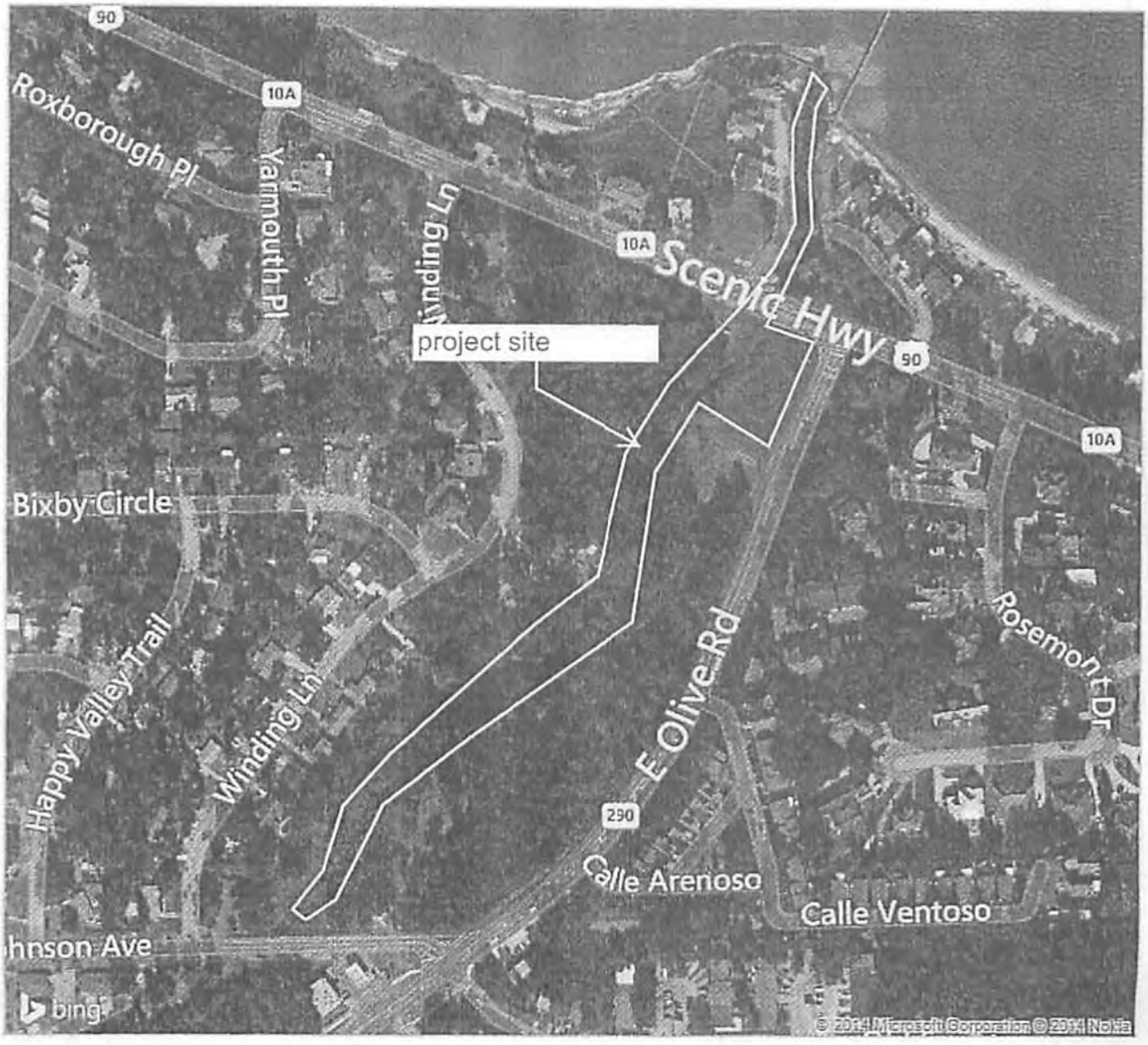
H:\ENG\FileSystem\Projects_Disaster\2014 April\EWP_NRCS\Cypress Point_Scenic_EWP\Funding\Engineering\Cypress Point SCOPE OF WORK 061814.docx

bing Maps

Glyn Brock Gully - EWP - Escambia Co.

Including Cypress Pointe

On the go? Use **m.bing.com** to find maps, directions, businesses, and more



PURCHASE ORDER NO. 151095-1

CHANGE DATE: 07/08/15

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
192991 FAX: 850-432-8870
SIGMA CONSULTING GROUP INC
3298 SUMMIT BLVD STE 32
PENSACOLA FL 32503

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 03/19/15	BUYER: PURCHASING MANAGER	REQ. NO.: 15001272	REQ. DATE: 03/17/15
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 1	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			This Change Order No. 1 to Sigma Consulting Group provides for redistribution of A&E Services for the Glynn Broc Gully and Cypress Point NRCS Project. It has been determined after the meetings with USACE that Engineering Task 900 requires additional environmental permitting services for obtaining a Nationwide Permit in the amount of $3,850.00. There is a corresponding reduction in Task 600 requirement for field inspectionsfor $2,680.00, and in Task 700 for FWC and FDEP coordination for $1,170.00, resulting in a net change of zero ($0.00) dollars in the Engineering Fee. The total contract duration is unchanged and contract amount remains $48,075.00. CIP: Glynn Broc Gully and Cypress Point		
01	.00	LOT	TASK ORDER PD 02-03.79.50.14.ENG "ENGINEERING SERVICES FOR CYPRESS POINT AND GLYNN BROC GULLEY REPAIR"	.0000	.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	330492	54612	.00	ESXNR04

PAGE TOTAL $ .00
TOTAL $ .00

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

Change Order Checklist

- **Vendor Name:** Sigma Consulting Group, Inc.
- **Purchase Order Number:** 151095
- **Change Order Number:** 1
- **Project Name:** Glynn Broc Gulley and Cypress Point

- **Board Recommendation:** n/a
- **Resume Page:** n/a
- **Funding Source:** Fund 112 "Disaster Recovery Fund"
- **Breakdown of Project Costs:** n/a
- **Additional Information:** _____

_____

_____

ESCAMBIA COUNTY ENGINEERING DEPARTMENT
CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS

Project Name:	Glynn Broc Gully & Cypress Point	Partial NRCS Funding
Project ID:	ENGFLOOD0414-47	
Location:	LAT 32.5172 LON 87.1771	
Project Manager:	Derek Fox	
Date:	5/27/2015	

This section to be completed by Project Managers:

Signature Approval, Division Chief

DESCRIPTION OF REQUEST

This Task Order provides for redistribution of A&E Services for the Glynn Broc Gully & Cypress Point NRCS Project. It has been determined after meetings with USACE that Engineering Task 900 requires additional environmental permitting services for obtaining a Nation Wide Permit in the amount of $3,850.00 There is a corresponding reduction in Task 600 requirement for field inspections for $2680.00, and in Task 700 for FWC and FDEP coordination for $1170.00, resulting in a net change of zero ($0.00) dollars in the Engineering Fee. The total contract duration is unchanged.

Attached backup documentation 1 page (s).
Time shall be (increased/decreased by 0 calendar days. New completion date is _____

		Obligated		Required
Balance of CIP Project	$		$	
Funds for Original Construction Contract	$		$	
Funds for Construction Change Order #	$		$	
Contract PD _____ Contractor _____				
Funds for Original Task Order				
Funds for Addendum #	$	Ø	$	
Task Order PD 03-03.79.50.14.ENG Consultant SIGMA Consulting Group, Inc	$	$ ~~48,075.00~~	$	$ -
Funds for Original Work Order				
Funds for Change Order # ___ to the Work Order	$		$	
Contract PD _____ Contractor _____	$		$	
Funds for Contingency	$		$	
Funds for Permit Fees	$		$	
Funds for Land Purchases	$		$	
Funds for Title Work	$		$	
Contract PD _____ Contractor _____				
Funds for _____	$		$	
Contractor:				
New Balance of CIP Project	$	$ Ø ~~(48,075.00)~~	$	$ -

to OK 6/30/15 please prepare C/O Thanks [signature]

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name		Amount
From:				$	
	Fund	Project #	Project Name		Amount
To:				$	
				Transfer	$

no cost

[signature] 6/30/15

County Engineer | Transferred by | Transfer Date

Posted to Expedition
Date:

H:\WPDOCS\FORMS\Revised 04082000_Fund Form.xls

SIGMA CONSULTING GROUP, INC.
ENGINEERING CONSULTANTS

3298 Summit Boulevard, Suite 32
Pensacola, FL 32503
Phone (850) 332-7912
Fax (850) 432-8870
www.sigmacg.com

May 18, 2015

Mr. Derek M. Fox
Senior Project Coordinator
Escambia County Public Works Department/ Engineering Division
3363 West Park Place
Pensacola, FL 32505

Re: Glynn Broc Gully and Cypress Point USACOE Permitting Scope and Fee – Request for Administrative Change Order

Dear Mr. Fox:

As discussed in our previous meeting, below are the details of the administrative change order for task order PD 02-03.79.50.14.ENG to provide professional engineering services for Cypress Point and Glynn Broc Gulley Repair.

	Current Fee	Revised Fee
Task 600	$4,680.00	$2,000.00

Comments: Hours for construction assistance, specifically field inspections will be reduced to account for change

	Current Fee	Revised Fee
Task 700	$6,485.00	$5,315.00

Comments: Hours for coordination, specifically FWC and FDEP will be reduced to account for this change

	Current Fee	Revised Fee
Task 900	$3,000.00	~~$6,278.00~~ $6850.00/rfl

Comments: Hours will be increased to account for additional environmental permitting

If you have any questions please don't hesitate to contact us.

Sincerely,
SIGMA CONSULTING GROUP, INC.

Jason L. Lashley

JASON L. LASHLEY, P.E.
Regional Manager/ Senior Engineer

CC: *Z:\Projects Directory\140901 - Cypress Point and Glynn Broc Gully\01400 (General Correspondence)\Change Order Letter - Glynn Broc.doc*

PURCHASE ORDER NO. 151095

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
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escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
192991 FAX: 850-432-8870
SIGMA CONSULTING GROUP INC
3298 SUMMIT BLVD STE 32
PENSACOLA FL 32503

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 03/19/15	BUYER: CLAUDIA SIMMONS	REQ. NO.: 15001272	REQ. DATE: 03/17/15
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CONTACT DEREK FOX AT 595-	

ITEM #	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	TASK ORDER PD 02-03.79.50.14.ENG "ENGINEERING SERVICES FOR CYPRESS POINT AND GLYNN BROC GULLEY REPAIR"	48075.0000	48,075.00

ITEM #	ACCOUNT		AMOUNT	PROJECT CODE
01	330492	54612	48,075.00	ESXNR04

PAGE TOTAL $	48,075.00
TOTAL $	48,075.00

APPROVED BY Claudia Simmons

TAX ID 85-8013868011C-3
FED ID 59-6000-598

Original Purchase Order

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

PURCHASE ORDER NO. 151095-2
CHANGE DATE: 11/10/15

INVOICE
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CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
192991 FAX: 850-432-8870
SIGMA CONSULTING GROUP INC
3298 SUMMIT BLVD STE 32
PENSACOLA FL 32503

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 03/19/15	BUYER: ANGELA HOLBROOK	REQ. NO.: 15001272	REQ. DATE: 03/17/15
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 2	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			Administrative Change Order for "TIME ONLY" to allow time for construction assistance, and as builts. Project is estimated to be completed by April 28, 2016 (192 days). The previous project completion date was scheduled for October 19, 2015. Project exceeded original time due to coordination with NRCS, and environmental permitting. Project is ready to proceed to solicitation. Estimated time to completion is 192 days. Change Order No.1 redistributed funds between tasks. This project will be submitted to NRCS for reimbursement. CIP: Glynn Broc Gully and Cypress Point		
01	.00	LOT	TASK ORDER PD 02-03.79.50.14.ENG "ENGINEERING SERVICES FOR CYPRESS POINT AND GLYNN BROC GULLEY REPAIR"	.0000	.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	330492 54612	.00	ESXNR04

PAGE TOTAL $	.00
TOTAL $	.00

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

Change Order Checklist

- **Vendor Name:** Sigma Consulting Group, Inc.
- **Purchase Order Number:** 151095
- **Change Order Number:** 2
- **Project Name:** Glynn Broc Gulley and Cypress Point

- **Board Recommendation:** n/a
- **Resume Page:** n/a
- **Funding Source:** Fund 112 "Disaster Recovery Fund"
- **Breakdown of Project Costs:** n/a
- **Additional Information:** This project will be submitted to NRCS for reimbursement.

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code:	192991	Vendor Name:	SIGMA CONSULTING GROUP, INC.		
Project Number:	ESXNRO4	P.O. Number:	151095	C.O. Number:	2
Department:	PUBLIC WORKS/ENGINEERING	P.D. Number:	02.03.79.50.14.ENG	Date:	11/05/15

Notes for Modifying the Scope of Award:

Administrative Change Order for "TIME ONLY" to allow time for construction assistance, and as builts. Project is estimated to be completed by April 28, 2016 (192 days). The previous project completion date was scheduled for October 19, 2015. Project exceeded original time due to coordination with NRCS, and environmental permitting. Project is ready to proceed to solicitation. Estimated time to completion is 192 days. Change Order No.1 redistributed funds between tasks. This project will be submitted to NRCS for reimbursement. CIP: Glynn Broc Gully and Cypress Point

To Modify Existing Purchase Order:

		Quantity Adjustment:		Amount:	
Adding Dollars to Line Item No:					
Deleting Dollars from Line Item No:					

Modify Notes:

Date of BCC action: (ATTACH RESUME)

Purchase Order Total Dollars:	$2,000.00
Net Dollars added or subtracted:	$0.00
New Purchase Order Total Dollars:	$2,000.00
New Contract Total Dollars:	$48,075.00
Net Dollars added or subtracted:	$0.00
New Contract Total Dollars:	$48,075.00

Modifying Cost Centers, Object Code / Accounts and Project Numbers:

Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
330492	54612	ESNXR04	$0.00	$2,000.00

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: _____ Date: _____

Contract Administrator's Certification & Approval: _____ Date: _____

Department Director: _____ Digitally signed by Joy D. Blackmon, P.E. DN: cn=Joy D. Blackmon, P.E., o=Public Works, ou=Public Works, email=joy_blackmon@myescambia.com, c=US Date: 2015.11.10 10:10:02 -06'00' Date: _____

new year
15-14

ESCAMBIA COUNTY ENGINEERING DEPARTMENT
CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS

Project Name	Glynn Broc Gully & Cypress Point
Project ID	ENGFLOOD0414-47 NRCS ESC-APR14-006 PO-151095
Location	Running from Johnson Ave under Scenic Hwy through Cypress Point to Escambia bay
Project Manager	Derek Fox
Date	9/24/2015

This section to be completed by Project Managers

Signature Approval, Division Chief

DESCRIPTION OF REQUEST

Administrative change order for "TIME ONLY" to allow time for construction assistance, and as-builts, estimated to be complete by 4/28/2016 (160 days). The previous project completion date was scheduled for 10/19/2015. Project exceeded original time due to coordination with NRCS, and environmental permitting. Project is ready to proceed to solicitation. Estimated time to completion is 160 days.

Chris Curb
cn=Chris Curb, o=Public Works, ou=Engineering, email=cacurb@myescambia.com, c=US
2015.09.24 19:13:20 -05'00'

Sign 10-19-15

Attached backup documentation ___ page (s)
Time shall be (increased/decreased by 160 calendar days New completion date is 04/28/2016

	Obligated	Required
Balance of CIP Project	$	$
Funds for Original Construction Contract	$	$
Funds for Construction Change Order # ___	$	$
Contract PD ___ Contractor ___		
Funds for Original Task Order		
Funds for Addendum # ___	$	$
Task Order PD ___ Consultant ___	$	$
Funds for Original Work Order		
Funds for Change Order # ___ to the Work Order	$	$
Contract PD ___ Contractor ___	$	$
Funds for Contingency	$	$
Funds for Permit Fees	$	$
Funds for Land Purchases	$	$
Funds for Title Work	$	$
Contract PD ___ Contractor ___		
Funds for ___ Contractor ___	$	$
New Balance of CIP Project	$ $ -	$ $ -

to RE 10/28/15
please prepare c/o
Time only

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From				$
To				$

time only

County Engineer ___ Transferred by ___ Transfer Date 10/28/15 $

Posted to Expedition ___
Date ___

H:\WPDOCS\FORMS\Revised 04052000_Fund Form.xls

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

15. Recommendation: That the Board take the following action concerning *the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Emergency Watershed Project (EWP) Program Project Agreement*:

A. Authorize the Chairman or Vice Chairman to continue to execute any subsequent Agreements and Program-related documents from the project list, subject to Legal review and sign-off;

B. Approve, and authorize the Chairman or Vice Chairman to sign, *Amendment No. 3 to the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Emergency Watershed Project (EWP) Program Project Agreement*, which is a time extension and budget increase for the USDA/EWP Program Project Agreement;

C. Authorize an increase in funding for the following projects, in the amount of $438,800, being equal to a Federal share of $329,100, and a County share of $109,700, and increase in technical services from 10% to 12%:

Project Name	**Amendment #3**	**Total Budget Costs**
Swamphouse Road	$35,460.00	$202,466.70
Gatewood Ditch	$49,500.00	$369,509.71
Glynn Broc Gully and Cypress Point	$72,600.00	$455,337.00
Olive Road at Gully	$21,480.00	$206,314.26
Ten Mile Creek	$257,500.00	$2,113,005.20
Addison Drive	$2,260.00	$40,573.68
Crescent Lake	$0.00	$861,558.29
Total	$438,800.00	$4,248,764.84

(Continued on Page 37)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

15. Continued…

D. Approve, and authorize the County Administrator to execute, the following Change Order to J. Miller Construction, Inc., on Contract PD 14-15.077, Ten Mile Creek Stream Stabilization Project (Funding for the 25% match is available in Fund 352, Local Option Sales Tax III, Project #15EN3252; and funding for the Change Order is available in Fund 112, "Disaster Recovery Fund," Cost Center 330493, Project #ESDCE31):

Department:	Public Works
Division:	Engineering/Infrastructure
Type:	Addition
Amount:	$257,200.00
Vendor:`	J. Miller Construction, Inc.
Project Name:	Ten Mile Creek Restoration Project
Contract:	PD 14-15.077 Ten Mile Creek Restoration Project
Purchase Order No.	160671
Change Order (CO) No.	3
Original Award Amount:	$1,672,498.20
Cumulative Amount of Change Orders through this CO	$252,170.00
New Contract Total	$1,924,668.20

Approved 4-0, with Commissioner Underhill absent

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10180 **County Administrator's Report** **12. 34.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: Change Order for Reimbursement of Insurance Claims on Ingram Signalization Contract PD 12-13.049 "Signal Response Maintenance and Construction"
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order for Reimbursement of Insurance Claims to Ingram Signalization, Inc., for Maintenance of Traffic Signal Devices Throughout Escambia County - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Ingram Signalization, Inc., for Contract PD 12-13.049, Signal Response Maintenance and Construction, for maintenance of traffic signal devices throughout Escambia County:

Department:	Public Works
Division:	Transportation and Traffic Operations
Type:	Addition
Amount:	$107,317.40
Vendor:	Ingram Signalization, Inc.
Project Name:	"Signal Response Maintenance and Construction" - Maintenance of Traffic Signal Devices throughout Escambia County
Contract:	PD 12-13.049
PO No.:	160708
CO No.:	1
Original Award Amount:	$220,000
Cumulative Amount of Change Orders through this CO:	$107,317.40
New Contract Total:	$327,317.40

[Funding Source: Fund 175, "Transportation Trust Fund, Cost Center 211201, Object Code 54601]

BACKGROUND:

The Public Works Department Traffic and Transportation Division pays invoices for various traffic signal devices throughout Escambia County through a contract with Ingram Signalization, Inc., which was approved by the Board on September 5, 2013.

Sometimes these traffic signal devices are damaged and are reimbursed through insurance. So far this fiscal year we have been reimbursed $107,317.40.

The invoices for these reimbursements are paid out of Traffic and Transportation's regular budget and once the reimbursements are collected, a Change Order is needed to place the funds back into their budget to allow for continued payments to maintain the traffic signals for the remainder of the fiscal year. A list of locations and amounts is attached.

BUDGETARY IMPACT:

Funds for this project are available in Fund 175 "Transportation Trust Fund", Cost Center 211201, Object Code 54601.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

Traffic Reimbursements
Original PO
Board Action 090513

Traffic Reimbursements

Date	Location	Cost
8/27/2015	Repair of Traffic Signal Cabinet at Pace and Jordan	$ 107.50
8/12/2015	Repair of a Street Light at Lillian Hwy	$ 2,432.00
7/21/2015	Repair of a Pedestrian Signal at Michigan/Clifton	$ 1,065.28
9/20/2015	Repair of a Traffic Signal Cabinet at Mobile/Edison	$ 815.00
11/23/2015	Repair of a Pedestrian Signal at Hwy 29 and 9 Mile Road	$ 1,108.50
10/30/2015	Repair of a Radar Speed Limit Sign on Saufley Pines Road	$ 2,502.50
1/5/2016	Repair of a Traffic Signall Controller at Public sxafety	$ 867.50
11/24/2015	Repair of a Pedestrian Signal at Palafox/Burgess	$ 168.50
12/28/2015	Repair of a Traffic Signal at Blue Angel/Dog Track Road	$ 2,132.50
12/28/2015	Repair of a Traffic Signal at W Street/Marcus Pointe	$ 1,104.00
1/8/2016	Repair of a Pedestrian Signal at Pine Forest/Wilde Lake	$ 176.00
1/5/2016	Repair of Traffic signal at Fairfield/Patricia/72nd	$ 882.50
9/2/2015	Repair of a concrete pole at Pace/Palafox/Massachusetts	$ 18,137.50
2/1/2016	Repair of an advanced warning beacon at Hwy 29/Palafox/M	$ 974.00
2/15/2016	Repair of a traffic signal cabinet, pedestrian signal and wiring at 9 Mile and Jernigan damaged by storm on February 15, 2016	$ 28,938.09
2/16/2016	Repair of a traffic signal cabinet at Davis-I-10	$ 45,906.03
	Total	**$ 107,317.40**

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

PURCHASE ORDER NO. 160708

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
406608 FAX: 850-434-2816
INGRAM SIGNALIZATION INC
4522 NORTH DAVIS HIGHWAY
PENSACOLA FL 32503

SHIP TO
TRANSPORTATION & TRAFFIC ENGINEERN
3363 WEST PARK PLACE
PENSACOLA, FL 32505

ATTN: CONNIE OLIVER

ORDER DATE: 11/09/15	BUYER: PAUL NOBLES	REQ. NO.: 16000787	REQ. DATE: 10/01/15
TERMS: NET 30 DAYS	F.O.B.:	DESC.: PD 12-13.049	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			MAINTENANCE OF TRAFFIC SUGNAL DEVICES THROUGHOUT ESCAMBIA COUNTY PERIOD 10/1/15 TO 9/30/15. BCC APPROVED 9/24/15		
01	1.00	LOT	OPEN END PURCHASE ORDER TO PROVIDE FOR RESPONSE MAINTENANCE OF TRAFFIC SIGNAL DEVICES THROUGHOUT ESCAMBIA COUNTY. PERIOD 10/1/15 TO 9/30/16. PD12-13.049, BCC APPROVED 9/24/15.	220000.0000	220,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	211201 54601	220,000.00	

PAGE TOTAL $	220,000.00
TOTAL $	220,000.00

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

14. Continued...

A. Continued...

(6) The Agreements between Escambia County CRA and Stella M. Reynolds, owner of residential property located at 2411 North "E" Street, Pensacola, Florida, in the Englewood Redevelopment District, each in the amount of $1,450 representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 370117, Object Code 58301, to install a new roof; and

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

Approved 5-0

15. Recommendation: 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 previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Public Works Department; the issuance of these Purchase Orders during the first week of October 2015 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

Approved 5-0

2nd Replacement Backup
CAR II - 15
BCC: 09/24/2015

B.C.C. Meeting 09/24/2015

PUBLIC WORKS Department

PURCHASE ORDERS $50,000 AND OVER – FISCAL YEAR 2015-2016

Public Works Department (Includes Engineering, Traffic & Transportation, Fleet Maintenance, Road Operations and ECAT)

	Contractor	Amount	Contract #	Vendor #
1	**Alabama Gulf Coast Railway** Sign Maintenance for Railroad Crossings Fund 175, Account 211201	$70,000	n/a	011274
2	**CSX Transportation** Sign Maintenance for Railroad Crossings Fund 175, Account 211201	$75,000	n/a	030050
3	**Ingram Signalization** Signal Maintenance Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	$500,000	PD 12-13.049	406608
4	**Blue Arbor** Temporary Contract Services Fund 352, Cost Center 210107/350229 Fund 116, Cost Center 211902 Fund 175, Cost Center 211201 Fund 112 "Disaster Recovery Fund"	$500,000	PD 14-15.041	023818
5	**Gulf Coast Traffic Engineers** Pavement Markings Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	$350,000	PD 13-14.084	072898
6	**Gulf Coast Traffic Engineers** Signs Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	$150,000	PD 13-14.085	072898
7	**Award Purchase Orders in excess of $50K to the following vendors for Bridge Renovations:** Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 112 "Disaster Recovery Fund" **a. Material Vendors:**			
	American Concrete Supply			011899
	Ferguson Enterprises, Inc.			060880
	Martin Marietta Materials			131502
	USA Ready Mix dba Block USA			023799
	Bell Steel Co., Inc.			022699
	Southeastern Pipe and Precast, Inc.			193791
	Midway Lumber			

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-30. Approval of Various Consent Agenda Items – Continued

5. Taking the following action concerning Professional Services as Governed by Florida Statute 287.055 (Funding: funds to be budgeted for on an annual basis):

   A. Awarding Task Order-based Continuing Contracts to Constantine Engineering, Inc., per PD 02-03.079, Professional Services as Governed by Florida Statute 287.055 (A&E Services), on a "Maximum Ceiling" basis fee schedule, as follows:

   - 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)

   B. Authorizing the Department(s), in conjunction with the Office of Purchasing, to negotiate Task Orders, according to Florida Statute 287.055, "Consultants' Competitive Negotiation Act" (A&E Services), on a project-by-project basis.

6. Awarding an Indefinite Quantity, Indefinite Delivery Term Contract, PD 12-13.049, Signal Response Maintenance and Construction, to Ingram Signalization, Inc., and approving annual expenditures up to $300,000 (Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 54601).

7. Taking the following action concerning annual Grant funding received from the Florida Department of Agriculture and Consumer Services for Mosquito Control (Funding: Fund 106, Mosquito and Arthropod Control, Cost Center 220703, M&A State I Funds):

   A. Approving the Fiscal Year 2013-2014 Annual Certified Budget for the Mosquito Control Division, Community & Environment Department; and

   B. Authorizing the Chairman to sign the Annual Certified Budget.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10176 **County Administrator's Report** **12. 35.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: Reallocation of Capital Improvement Program Funds
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Reallocation of Capital Improvement Program Funds - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the reallocation of funds from the Capital Improvement Program to fund other priority infrastructure projects, totaling $254,115, as follows:

FROM:

Description	District	Amount
Nims Lane Drainage	5	$175,000
Jordan Street	3	$13,275
Matthew Lane	3	$40,098
Michael Drive	3	$14,743
West Lloyd	3	$10,999

TO:

Description	District	Amount
Hamilton Crossing	5	$125,000
Muscogee Road	5	$ 50,000
Figland Road	3	$ 79,115

[Funding Source: Fund 352, "Local Option Sales Tax III", Account 210107]

BACKGROUND:

Escambia County Public Works staff requests the Board's approval to transfer $175,000 from the Nims Lane Drainage Project (District 5) and $79,115 from Miscellaneous District 3 projects (listed above), which have been completed, to the projects described below:

Description	District	Amount	Description of Project
Hamilton Crossing	5	$125,000	Project consists of installing roadside curbing, inlets and stormwater piping. Sections of the roadway will be improved to direct stormwater into inlets. Drainage improvements will help reduce flooding in the area. Awaiting final plans. Will bid through the pricing agreement in May, earliest start for construction is June.
Muscogee Road	5	$ 50,000	This project consists of widening the existing roadway between CR 297A and the Perdido River and improving drainage features within this area. Since this is a freight corridor, the roadway will be designed and constructed to accommodate the heavy traffic utilizing this roadway. This will aid in funding for Phase W2, which is the area from Beulah to Carlisle. A Local Agency Program Agreement for $1.6M has been submitted to FDOT for approval.
Figland Road	3	$79,115	This project will help to alleviate flooding problems in the Figland Park area, particularly concentrated along Figland Avenue. These additional funds are needed for the project to proceed to bid and construction.

BUDGETARY IMPACT:

No budgetary impact occurs. Funding is currently available in Fund 352, "Local Option Sales Tax III", Account 210107.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Scheduling and prioritization of capital improvement projects is at the discretion of the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10135 **County Administrator's Report** **12. 36.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: Interlocal Agreement with Santa Rosa Island Authority (SRIA) for Summer 2016 Mass Transit Service
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Interlocal Agreement with the Santa Rosa Island Authority Relating to Transportation Services on Pensacola Beach for Summer 2016 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Interlocal Agreement with the Santa Rosa Island Authority (SRIA) relating to transportation services on Pensacola Beach for Summer 2016:

A. Approve the Interlocal Agreement between Escambia County and the SRIA Relating to Mass Transit Service on Pensacola Beach, via Escambia County Area Transit (ECAT) trolleys, from May 27, 2016, through September 5, 2016, with the SRIA reimbursing the County for all operating costs; and

B. Authorize the Chairman to sign the Interlocal Agreement.

For the last several years, SRIA and ECAT have cooperatively arranged for trolley service on Pensacola Beach during the busy summer beach season. The trolley service route travels along Fort Pickens Road and Via De Luna Drive, allowing beach-goers, tourists, and locals an opportunity to visit more of the beach, and subsequently more of the beach businesses.

The trolley service also stops at the pavilion on Casino Beach, which serves as a drop location for ECAT “Beach Jumper” routes, bringing passengers from Pensacola to Pensacola Beach. The trolley service route runs seven days a week during the Contract period.

[Funding: The SRIA will reimburse the County for all operating costs]

BACKGROUND:

For the last several years, SRIA and ECAT have cooperatively arranged for trolley service on Pensacola Beach during the busy summer beach season. The trolley service route travels along Fort Pickens Road and Via De Luna Drive, allowing beach-goers, both tourist and local, an opportunity to visit more of the beach, and subsequently more of the beach businesses.

The trolley service also stops at the pavilion on Casino Beach, which serves as a drop location for ECAT “Beach Jumper” routes, bringing passengers from Pensacola to Pensacola Beach. The trolley service route runs seven days a week during the contract period.

BUDGETARY IMPACT:

Santa Rosa Island Authority (SRIA) will reimburse the County for all operating costs.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the Interlocal Agreement as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires Board approval of all Interlocal Agreements.

IMPLEMENTATION/COORDINATION:

Upon BCC approval, ECAT staff will coordinate with SRIA to complete all implementation requirements for this Interlocal Agreement.

Attachments

Interlocal Agreement

STATE OF FLORIDA
COUNTY OF ESCAMBIA

INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND THE SANTA ROSA ISLAND AUTHORITY RELATING TO MASS TRANSIT SERVICE ON PENSACOLA BEACH

THIS AGREEMENT is made this ____ day of ____, 2016, 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 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, the County is the owner of Escambia County Area Transit, a publicly owned mass transit system, located at 1515 West Fairfield Drive, Pensacola, Florida 32501 (hereinafter referred to as "ECAT");

WHEREAS, the SRIA desires and requests the County, through Escambia County Area Transit (ECAT), to provide mass transit services on Pensacola Beach; and

WHEREAS, the County, through ECAT, is willing and able to provide such services, subject to the terms and conditions set forth herein; and

WHEREAS, the County and SRIA have determined it is in the best interest of the citizens to enter into this Agreement to cooperatively provide mass transit service on Pensacola Beach.

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. Purpose of Agreement.

1.1 The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

1.2 Pursuant to §163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby the County, through ECAT, will provide mass transit service on Pensacola Beach.

Section 2. The County, by and through ECAT, shall provide the following mass transit service on Pensacola Beach:

2.1 Service Period. The Service Period shall commence on May 27, 2016, and end on September 5, 2016.

2.2 Schedule. ECAT will provide mass transit service during the Service Period on a weekly basis according to the following Schedule:

Monday – Thursdays:
Two (2) trolleys between the hours of 4:00 p.m. and 12:00 a.m.

Fridays - Sundays:
Two (2) trolleys between the hours 11:00 a.m. and 12:00 a.m.

2.3 Service Route. The applicable Service Route is depicted in **Exhibit A**, attached hereto and incorporated herein. Operators shall not deviate from the assigned Service Route, except for routine minor detours, without the approval of the ECAT General Manager.

2.4 Operators and Uniforms. ECAT will provide qualified transit vehicle operators who will wear an appropriate uniform that is mutually agreed upon by the parties.

2.5 Service Review. ECAT and SRIA agree to meet as necessary to review the services provided pursuant to this Agreement. The Schedule, Service Route, and/or Level of Service may be revised upon mutual agreement of the parties by written amendment to this Agreement. Any increase in Service Level may require an increase in budgeted costs.

Section 3. Method of Payment.

In exchange for the provision of such mass transit service described in Section 2 above, the SRIA shall reimburse the County for all operating costs as set forth in **Exhibit B**, attached hereto and incorporated herein. ECAT shall submit monthly invoices to the SRIA for operating costs incurred during the previous month, and SRIA shall remit all payments to ECAT by the end of the month in which the invoice was received.

Section 4. Insurance.

During the term of this Agreement, ECAT shall maintain all required insurance coverage in accordance with industry standards and applicable laws, including, but not limited to, commercial general liability coverage with a $5,000,000 combined single limit and $5,000,000 excess limit. Any additional insurance coverage will be the responsibility of SRIA.

Section 5. Term of Agreement.

This Agreement shall remain in full force and effect for one (1) year unless terminated earlier by either party pursuant to Section 6.

Section 6. Termination.

This Agreement may be terminated by either party at any time and for any reason upon thirty (30) days written notice to the other party; provided, however, that termination shall not affect the reimbursement of any costs then owing to the County by the SRIA, or which subsequently are owed to the County by the SRIA as a result of actions concluded following the effective date of termination.

Section 7. Liability.

(a) The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The SRIA agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, Florida, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the SRIA and agrees to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the SRIA or the County and nothing herein shall be construed as consent by the SRIA or the County to be sued by third parties in any matter arising out of this Agreement.

(b) Each party is responsible for maintaining, in a form acceptable to the parties, all necessary records of personnel and equipment used under this Agreement for a period of five (5) years and each parties' records shall subject to audit after reasonable notice.

Section 8. 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 9. 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 10. 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.

Section 11. 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.

Section 12. Interpretation.

(a) For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

(b) References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

Section 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.

Section 14. 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 15. 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:
County Administrator
Escambia County
Post Office Box 1591
Pensacola, Florida 32591

Payments to the County shall be sent to:

ECAT
1515 West Fairfield Drive
Pensacola, Florida 32501

SRIA:
Chairman
Santa Rosa Island Authority
Post Office Drawer 1208
Pensacola Beach, Florida 32562

Invoices to SRIA shall be sent to:

SRIA
1 Via De Luna
Pensacola Beach, FL 32561

Section 16. 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 17. 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 18. No Waiver.

The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 19. 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

Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Deputy Clerk

SRIA:
Santa Rosa Island Authority, a dependent special district created under the Laws of Florida, signing by and through its Chairman.

By: D. Pavlock
Dave Pavlock, Chairman
Date: April 13, 2016

ATTEST:

Secretary/Treasurer

Approved as to form and legal sufficiency.

By/Title:
Date: 4/18/16

EXHIBIT A

The service route is depicted on map below.

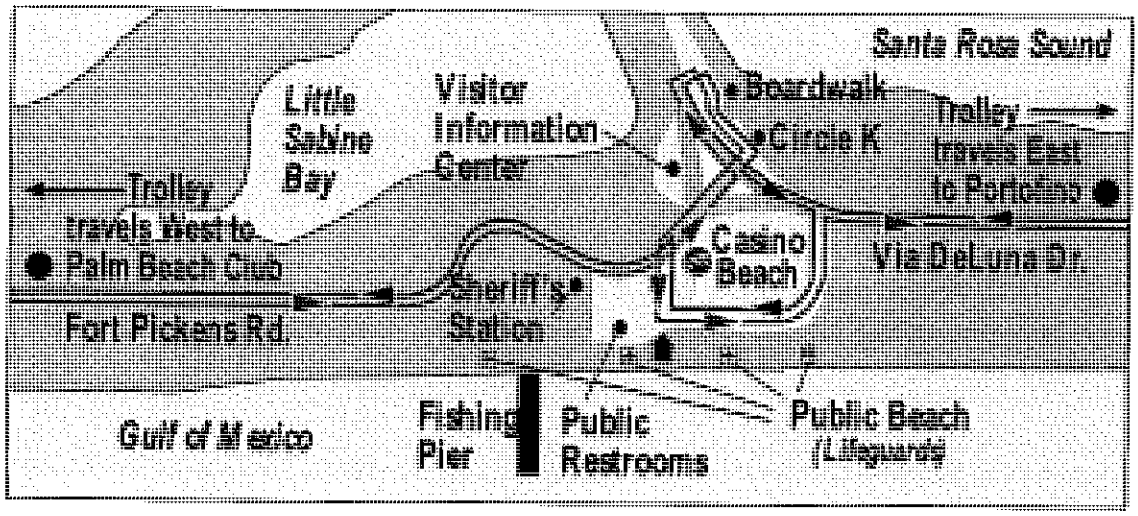


EXHIBIT B
Cost of Service

Operating costs for Fiscal 2016 are budgeted as follows:

Variable and Fixed Costs
Operations $106,766
Maintenance $36,518
Insurance $19,614
General Administration.....$7,000
Management Fee $27,300

Total $197,198.00

Variable Costs

Operations	$106,766
Maintenance	$36,518
Total	**$143,284.00**

Fixed Costs
Management Fee..... $27,300
General Administration $7,000
Insurance.....$19,614

Total $53,914.00

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9899 **County Administrator's Report 12. 37.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: Acceptance of a Drainage Easement at 2060 Staff Road
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of a Drainage Easement at 2060 Staff Drive - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of a drainage easement (approximately 0.10 acres) located at 2060 Staff Drive from Brent Michael Schiffer and Christi Colbert Schiffer:

A. Accept the donation of a drainage easement located at 2060 Staff Drive from Brent Michael Schiffer and Christi Colbert Schiffer for drainage improvements;

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

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

D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept the Easement, subject to Legal review and sign-off, as of the day of delivery of the Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

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

BACKGROUND:

The property owned by Brent and Christi Schiffer, 2060 Staff Road, received stormwater damage. The stormwater caused erosion along their property and also endangered their privacy fence. The County was able to obtain, via donation, a Drainage Easement from Mr. and Mrs. Schiffer which will allow the Road Division to repair the damages caused by the stormwater runoff, and to construct the improvements needed to convey

the stormwater properly. Additionally, the acceptance of this Drainage Easement will allow the County to maintain the stability of the drainage ditch and infrastructure.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The Easement will be approved as to form and legal sufficiency by the County Attorney's office prior to execution by the Chairman.

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 proceed in compliance with Section 46-139 of the County Code of Ordinances.

Attachments

Drainage Easement

Map

Prepared by:
Wayne Manning
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

Staff Drive Drainage Project
Portion of 27-1N-31-0300-000-180

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT made this 24th day of February, 2016, by and between Brent Michael Schiffer and Christi Colbert Schiffer, husband and wife, whose mailing address is 2060 Staff Drive, Cantonment, Florida 32533 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

(Wherever used, the terms "Grantor" and "Grantee" shall include the singular and plural, masculine and feminine, heirs, legal representatives, successors and assigns.)

WITNESSETH

WHEREAS Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 27, Township 1N, Range 31 West, Escambia County, Florida; and

WHEREAS, Grantor is the owner of the real property, over, across, and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of One Dollar ($1.00), the promises contained herein and other good and valuable consideration, Grantor does hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement and the right to excavate, construct and maintain the drainage easement.

See attached Exhibit A

GRANTOR also hereby grants, bargains, conveys, transfers, dedicates, and delivers to Grantee the right to clear, keep clear, and remove from the drainage easement, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon by Grantee. Notwithstanding the issuance of any permit to construct or erect any structure in the drainage easement, Grantor agrees not to build, construct or create or permit others to build, construct or create any building or other structure in the drainage easement that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon. Easily removable improvements, such as fences, may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified, and the Grantor agrees to execute corrective instruments as may be required by Grantee.

GRANTOR does hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances that would prohibit Grantee from using the easement for drainage, and Grantor hereby waives any right to compensation for Grantee's use of the drainage easement and an appraisal of the drainage easement unless otherwise provided for herein.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee forever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the date first above written.

SIGNED IN THE PRESENCE OF:

Witness Bernie W Manning
Print Name Bernie W Manning

Witness Kara Johnson
Print Name Kara Johnson

GRANTORS:

By: Brent Michael Schiffer
Brent Michael Schiffer

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24 day of February, 20 16 by Brent Michael Schiffer. He (_) is personally known to me, or (X) produced current Florida Driver License as identification.

Bernie W Manning
Signature of Notary Public

(Notary Seal)

Bernie W Manning
Printed Name of Notary Public

BERNIE W. MANNING
Notary Public - State of Florida
Commission #FF109897
My Commission Expires
May 31, 2018

Witness _____
Print Name _____

Witness _____
Print Name _____

By: _____
Christi Colbert Schiffer

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24 day of February, 2016, by Christi Colbert Schiffer. She (_) is personally known to me, or (~~x~~) produced current Florida Driver's License as identification.

_____
Signature of Notary Public

(Notary Seal)

BERNIE W. MANNING
Notary Public - State of Florida
Commission #FF109897
My Commission Expires
May 31, 2018

_____
Printed Name of Notary Public

ACCEPTANCE

This Drainage Easement was accepted by Escambia County, Florida, on the _____ day of _____, 20___, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____, 20___,

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

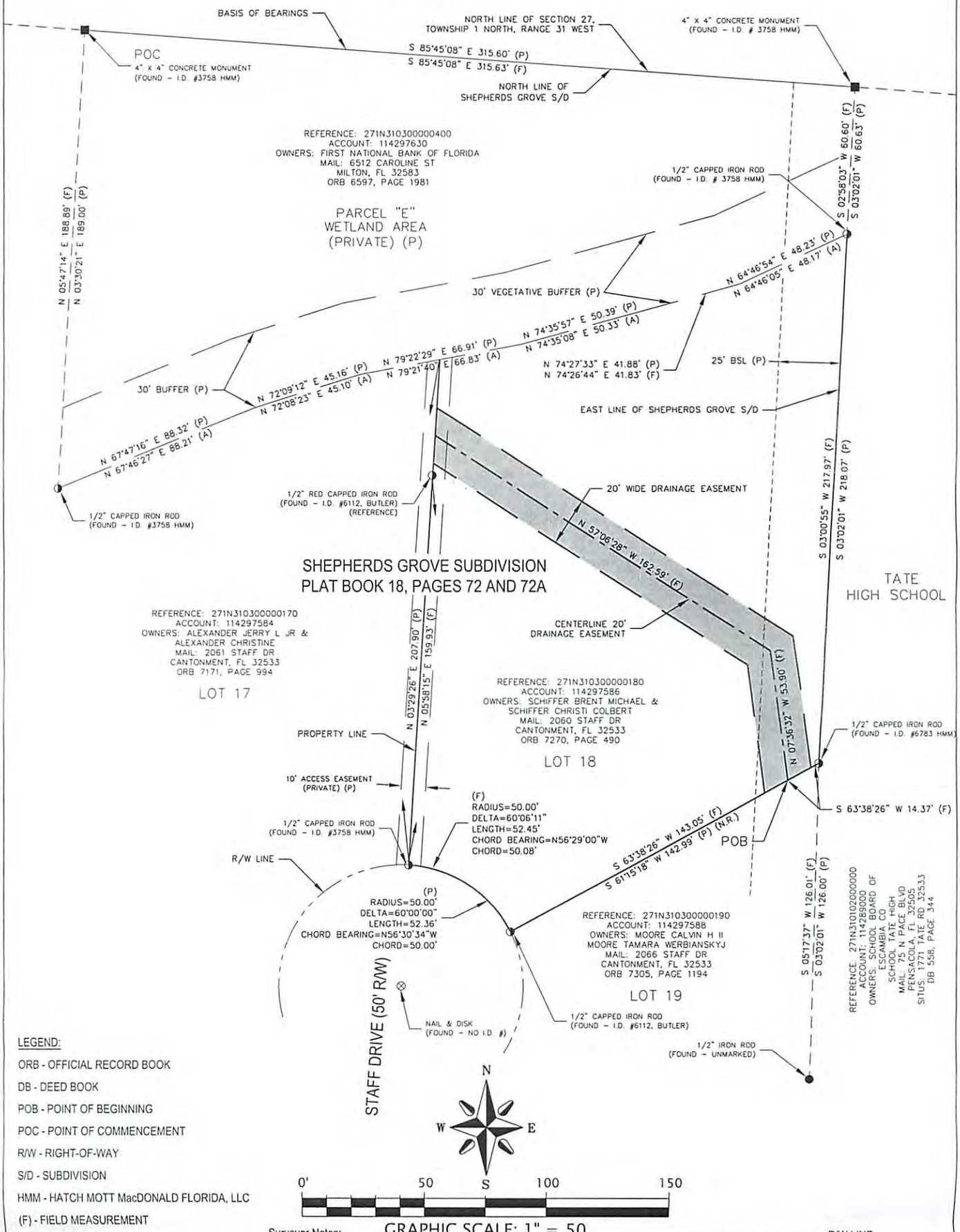
ATTEST: Pam Childers
Clerk of the Court

_____
Grover C. Robinson, IV, Chairman

_____
Deputy Clerk

This document approved as to form
and legal sufficiency.
By _____
Title Asst. County Attorney
Date March 1, 2016

LEGAL DESCRIPTION AND SKETCH
EXHIBIT "A"



LEGEND:

ORB - OFFICIAL RECORD BOOK
DB - DEED BOOK
POB - POINT OF BEGINNING
POC - POINT OF COMMENCEMENT
R/W - RIGHT-OF-WAY
S/D - SUBDIVISION
HMM - HATCH MOTT MacDONALD FLORIDA, LLC
(F) - FIELD MEASUREMENT
(P) - AS PER PLAT
(A) - ADJUSTED
I.D. # - IDENTIFICATION NUMBER
BSL - BUILDING SETBACK LINE
N.R. - NON-RADIAL

Surveyor Notes:

1) Additions or deletions to survey map(s) or report(s) by other than the signing party or parties is prohibited without written consent of the signing parties.

2) The survey sketch and description or copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

3) The description and sketch are not full and complete without the other.

- R/W LINE
- EASEMENT LINE
- PROPERTY LINE
- BUILDING SETBACK LINE
- SUBJECT EASEMENT

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY

FOR ILLUSTRATIVE PURPOSES ONLY

Drawn By: M.K.	Project No.: 20150069
Survey Date: 02/01/2016	Drawing No. L-5049
Drawing Date: 02/09/2016	Field Book: 520 Page:13-17
Section, Township, Range:	27, T-1-N, R-31-W
Type of Survey:	Sheet No. 1 of 2
Revisions:	Date:

ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

Date: 02/12/2016

Danny R. Swain, Professional Surveyor and Mapper No. 5942 State of Florida

I hereby certify that the description and sketch shown hereon was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051, and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

LEGAL DESCRIPTION AND SKETCH
EXHIBIT "A"

Legal Description
20 Foot Wide Drainage Easement
Prepared at the request of the Escambia County Engineering Department

February 12, 2016
A 20 foot non exclusive easement for drainage purposes over, under and across the following described property:

Lot 18, Shepherds Grove Subdivision, as recorded in Plat Book 18, Pages 72 and 72A, as recorded in the public records of Escambia County, Florida.

Said easement being 10 feet on each side of the following described centerline:

Commence at a found 4"x4" concrete monument (ID #3758 HMM) marking the northwest corner of said Shepherds Grove Subdivision; thence S85°45'08"E along the north line of said Shepherds Grove Subdivision (Basis of Bearings) for a distance of 315.63 feet (Plat: S85°45'08"E - 315.60 feet) to a found 4"x4" concrete monument (ID #3758 HMM) marking the northeast corner of said Shepherds Grove Subdivision; thence S02°58'03"W along the east line of said Shepherds Grove Subdivision for a distance of 60.60 feet (Plat: S03°02'01"W - 60.63 feet) to a found ½" iron rod (ID #3758 HMM) marking the east corner of the south line of a 30 foot vegetative buffer; thence S03°00'55"W along said east line of said Shepherds Grove Subdivision for a distance of 217.97 feet (Plat: S03°02'01"W - 218.07 feet) to a found ½" iron rod (ID #6783 HMM) marking the southeast corner of lot 18, said Shepherds Grove Subdivision; thence S63°38'26"W along the south line of said lot 18, said Shepherds Grove Subdivision for a distance of 14.37 feet (Plat: S61°15'18"W - 14.37 feet) to the Point of Beginning of the easement described hereon; thence N07°36'32"W for a distance of 53.90 feet to a point; thence N57°06'28"W for a distance of 162.59 feet to the west line of said lot 18, said Shepherds Grove Subdivision and the Point of Terminus of this description. The sidelines of said easement being extended or shortened to terminate on the property of the grantor.

Said easement contains 0.10 acre, more or less.

Certified to:
Escambia County, Florida Board of County Commissioners, and Brent and Christi Schiffer.

Surveyor's Notes:

1) Measurements were made in accordance with the United States Standard Foot.
2) Basis of Bearings Reference: North and the bearings shown hereon are based on the North line of the Shepherds Grove Subdivision as recorded in Plat Book 18, Pages 72 and 72A in the public records of Escambia County, Florida as being S85°45'08"E (Plat).
3) The sketch shown hereon was prepared for description purposes only and is not intended to represent a field survey. An accurate field survey of the parcel(s) described hereon may result in variations in bearings and/or distances.
4) The sketch shown hereon is subject to any facts that may be disclosed by a full and accurate title search.
5) No title search has been performed or provide to Danny R. Swain, Florida Professional Surveyor and Mapper.
6) The sketch shown hereon is subject to deeds of record, unrecorded deeds, easements, right-of-ways, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
7) Lands shown hereon were not abstracted for easements, reservations, unrecorded deeds, unrecorded plats, right of ways, building setbacks, or restrictive covenants by Danny R. Swain, Florida Professional Surveyor and Mapper.
8) Easements are per the recorded plat, if any.
9) Plat and field measured directions and distances are the same unless otherwise noted.
10) This survey does not reflect, determine, or guarantee ownership.
11) Existing improvements not shown, if any.
12) Locations are limited to visual improvements only.
13) Underground utilities were not located, if any.
14) Overhead utilities were not located, if any.
15) No attempt was made to locate any underground foundations.
16) Septic/Drain field not located, if any.
17) No attempt was made to locate written or unwritten easements or right of ways other than those shown hereon.
18) Additions or deletions to survey map(s) or report(s) by other than the signing party or parties is prohibited without written consent of the signing parties.
19) The survey sketch and description or copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.
20) The description and sketch are not full and complete without the other.
21) No other person(s) and/or entity(ies) other than those certified to above may use this sketch and description or copies thereof, for any reason whatsoever, without the prior written consent of the undersigned.
22) Documents used in the preparation of this sketch and description: The Plat of Shepherds Grove Subdivision, Plat Book 18, Pages 72 and 72A as recorded in the Public Records of Escambia County, Florida; and existing field monumentation.

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY
FOR ILLUSTRATIVE PURPOSES ONLY

Drawn By: M.K.	Project No.: 20150069	ENGINEERING DEPARTMENT ESCAMBIA COUNTY, FLORIDA 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505
Survey Date: 02/01/2016	Drawing No. L-5049	
Drawing Date: 02/12/2016	Field Book: 520 Page:13-17	
Section, Township, Range:	27, T-1-N, R-31-W	
Type of Survey:	Sheet No. 2 of 2	
Revisions:	Date:	

Unless accompanied by sheet one that bears the signature and original raised seal of a Florida licensed Surveyor and Mapper this drawing, sketch, plat, or map is for informational purposes only and is not valid.

Staff Road Drainage Easement

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

SSW 3/1/16 DISTRICT 5

Schiffer Property

Approximate location of easement

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9914 **County Administrator's Report 12. 38.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: Acceptance of Property for Tulip Park from Pensacola Habitat for Humanity, Inc.
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Acceptance of the Donation of a Parcel of Real Property for the Tulip Park Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of a parcel of real property, located 2 Pen Haven Drive, for park improvements:

A. Accept the donation of a parcel of real property (approximately 0.25 acres), located at 2 Pen Haven Drive, from Pensacola Habitat for Humanity, Inc., for park improvements;

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

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

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

The County Attorney has requested that the Board be made aware that there are significant concerns with the quality of the title of the property.

[Funding: Fund 352, LOST III, Cost Center 350229, Object Code 56101, Project #12PR1688 “Land Acquisition”]

BACKGROUND:

Tulip Park is a two acre neighborhood park with amenities inclusive of a playground, picnic pavilion, and open green space for various recreation options. Currently, the public access to Tulip Park is at the end of Tulip Drive. With the addition of 2 Pen Haven Drive, the Parks and Recreation Department will be able to construct a pedestrian entry into Tulip Park. The pedestrian entry will help prevent various types of motor vehicles from entering the park and help reduce property damage, as well as create a safe environment for the youth and adults who utilize the park. The residential structure on 2 Pen Haven Drive has been removed and the parcel is vacant.

On October 22, 2015, the Board of County Commissioners approved to support the concept of accepting Habitat for Humanity's donation of 2 Pen Haven Drive for the purpose of expanding Tulip Park.

BUDGETARY IMPACT:

Fund 352 LOST III, Cost Center 350229, Object Code 56101, Project #12PR1688 "Land Acquisition."

LEGAL CONSIDERATIONS/SIGN-OFF:

The Warranty Deed can be approved as to form by the County Attorney's Office. Concerns regarding the quality of title and legal sufficiency of the deed will be addressed by the County Attorney at the Board meeting.

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 proceed in compliance with Section 46-139 of the County Code of Ordinances.

Attachments

Warranty Deed
Map
October 2015 Info
Tulip Park Info

This instrument prepared by:
Stephen R. Moorhead, Esq.
McDonald Fleming Moorhead
127 Palafox Place, Suite 500
Pensacola, FL 32502
SRM-07-2290

SPECIAL WARRANTY DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS: that PENSACOLA HABITAT FOR HUMANITY, INC., a Florida not for profit corporation, whose address is 300 West Leonard Street, Pensacola, FL 32501 ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does grant, bargain, sell and convey the below described property, situate, lying and being in the County of Escambia, State of Florida, unto ESCAMBIA COUNTY, a political subdivision of the State of Florida, whose mailing address is 221 Palafox Place, Pensacola, FL 32502 ("Grantee"), its successors and assigns:

> Lot Twenty (20), Block Four (4), in the First Addition to Pen Haven, a subdivision of a portion of Section 34, Township 2 South Range 30 West, according to plat thereof, as recorded in Plat Book 3, at Page 14, of the public records of Escambia County, Florida (the "Property").

Grantor conveys the Property subject to the restriction that the Grantee use the Property solely for access and parking for the adjacent public park (Tulip Park). Grantor reserves a possibility of a reverter, and, in the event that Tulip Park is permanently closed or Grantee ceases to use the Property in accordance with the above-stated purposes and restrictions, title to the Property shall automatically revert to Grantor. An affidavit executed by either party and filed in the public records, reciting that Grantee has ceased to use the Property in accordance with the above-stated purposes and restrictions, shall be sufficient to confirm that title has reverted to Grantor.

Subject to taxes for the current year, zoning ordinances and restrictions, limitations and easements of record items including, without limitation, those identified in the attached Exhibit "A" (collectively, the "Permitted Exceptions"). And the said Grantor does hereby covenant with the said Grantee that, except for the Permitted Exceptions, at the time of the delivery of this deed the premises were free from all encumbrances made by Grantor, and that Grantor will warrant and defend the same against the lawful claims and demands of all persons claiming by, through or under it, but against none other.

(end of text – signature page to follow)

DATED this the 30 day of ~~February~~ March, 2016.

Witnesses:

Blaze Mochl

Printed name of witness Blaze Mochl

Nicholas T. Noyes

Printed name of witness Nicholas T. Noyes

PENSACOLA HABITAT FOR HUMANITY, INC., a Florida not for profit corporation

Timothy H Evans

By: Timothy H. Evans
Its: Chief Executive Officer

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30 day of ~~February,~~ March 2016, by Timothy H. Evans, as Chief Executive Officer of Pensacola Habitat for Humanity, Inc., a Florida not for profit corporation.

Summer Anne McCollum

NOTARY PUBLIC
Print Name: _____

NOTARY PUBLIC STATE OF FLORIDA
SUMMER ANNE MCCOLLUM
MY COMMISSION # FF 014859
EXPIRES: May 6, 2017
Bonded Thru Budget Notary Services

X Personally Known
OR
_____ Produced Identification
Type of Identification Produced _____

ACCEPTANCE OF DELIVERY

Delivery of the above and foregoing Special Warranty Deed is hereby accepted by the Escambia County, Florida on the _____ day of _____, 2016, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____, 2016.

ESCAMBIA COUNTY, FLORIDA, by and Through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST:
Pam Childers, Clerk of the Court

_____
Grover C. Robinson, IV, Chairman

_____
Deputy Clerk
(SEAL)

EXHIBIT "A"

1. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of the First Addition to Pen Haven recorded in Plat Book 3, at Page 14, of the public records of Escambia County, Florida.

2. Restrictions, covenants, and conditions as set forth in those instruments recorded in Deed Book 364, at Page 332 and Deed Book 369, at Page 318, of the public records of Escambia County, Florida, as may be subsequently amended.

3. Easement(s) in favor of Gulf Power Company as set forth in instrument recorded in Deed Book 369, at Page 322 of the public records of Escambia County, Florida.

PROPOSED ACCEPTANCE OF DONATION OF HABITAT FOR HUMANITY PROPERTY

ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT
LWG 10/22/15 DISTRICT 2

PROPERTY OWNED BY HABITAT FOR HUMANITY @ 2 PEN HAVEN DRIVE (THIS IS VACANT LOT - THE HOUSE HAS BEEN DEMOLISHED)

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

2. Naming of a Boat Ramp on Perdido River

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried 4-0, with Commissioner Barry absent, waiving the Board's Policy and naming the new public boat ramp on Perdido River, located at the 11800 Block of Highway 90, the Wilson B. Robertson Boat Ramp.

COMMISSIONER ROBERTSON RELINQUISHED THE CHAIR TO COMMISSIONER ROBINSON

3. Pensacola Beach Annual Toll Pass

Motion made by Commissioner Robertson, seconded by Commissioner Underhill, and carried 4-0, with Commissioner Barry absent, authorizing the County Administrator to grant a one-time extension for all current 2015 Pensacola Beach Annual Pass holders, from January 1, 2016, until full implementation of the new SunPass Toll System, and approving that the annual passes for Homesteaded properties on Pensacola Beach will be reduced to $5; the new system is anticipated to be fully implemented and operational April 2016 (projected deferral of renewal revenues is approximated at $537,950 to Fund 167 Bob Sikes Bridge Toll Facility until the new SunPass System "go-live" date).

4. 2 Pen Haven Drive

Motion made by Commissioner Underhill, seconded by Commissioner Robertson, and carried 4-0, with Commissioner Barry absent, approving to *(conceptually)* support taking ownership of the parcel at 2 Pen Haven Drive, adjacent to Tulip Park, for the purpose of expanding Tulip Park, relative to the recommendation that the Board consider accepting a parcel of property located at 2 Pen Haven Drive, adjacent to Tulip Park, to be donated by Habitat for Humanity for improved access to Tulip Park, with the understanding that if County access is no longer needed, ownership of the parcel would revert back to Habitat for Humanity.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

County Administrator's Report

BCC Regular Meeting
Meeting Date: October 22, 2015
Issue Access to a Parcel of Property Adjacent to Tulip Park
From: Commissioner Douglas Underhill, District 2
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Access to a Parcel of Property Located at 2 Pen Haven Drive, Adjacent to Tulip Park - Commissioner Douglas Underhill, District 2

That the Board consider accepting a parcel of property located at 2 Pen Haven Drive adjacent to Tulip Park, to be donated by Habitat for Humanity for improved access to Tulip Park, with the understanding that if County access is no longer needed ownership of the parcel would revert back to Habitat for Humanity.

BACKGROUND:
N/A

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
If the Board approves accepting the parcel owned by Habitat for Humanity, the required documents will be submitted for approval at a future Board of County Commissioners' Meeting.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

No file(s) attached.

Tulip Park

4855 Tulip Drive

Pensacola, FL 32506

Tulip Park, located at 4855 Tulip Drive in District 2, is a 2 acre neighborhood park with amenities inclusive of a playground, picnic pavilion, and open green space for various recreation options.

Currently, the public access to Tulip Park is at the end of Tulip Drive. Should Escambia County acquire the lot located at #2 Pen Haven Drive, the Parks and Recreation Department would propose to construct a "pedestrian entry" into Tulip Park via the Pen Haven Drive property.

The proposed "pedestrian entry" archway gate would be located just inside the public right of way. The arched entryway pedestrian gate would be constructed to give the park a welcoming and aesthically pleasing look, yet prevent various types of motor vehicles from entering the park causing property damage and creating an unsafe environment for youth and adults that utilize the park.

Attached is a brief description of Tulip Park, along with a second attachment inclusive of a preliminary drafted archway entry gate, with the actual current site view from the #2 Pen Haven property.

The cost for the entry way gate and sidewalk path into the park is estimated at $5,000 should we opt to move forward in this direction.

Please see the following attachments.

Tulip

4855 Tulip Drive
Pensacola, FL 32506

Tulip Park is a two-acre neighborhood park located at 4855 Tulip Drive in Pensacola. It currently has a picnic pavilion, a playground and security lights.

Escambia County Parks and Recreation
10370 Ashton Brosnaham Drive
Pensacola, Florida 32534
(850) 475-5220, office

EMORY DR
VASSAR DR
TULIP DR
WELCOME TO TULIP PARK
Example Only
Potential Site Acquisition From Habitat For Humanity Install Pedestrian Archway/Gate
2 Pen Haven Dr.
N 48TH AVE
Subject Site
INTERSTATE 10
CERNY RD
LILLIAN HWY
N 9TH AVE
NW ST
SCENIC HWY
BAUER RD
GULF BEACH HWY
FORT PICKENS RD
Site View From Pen Haven Dr
0 25 50 100 150 200
Feet
N

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10167 **County Administrator's Report** **12. 39.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: Acceptance of Three Easements for the Wilde Lake Boulevard Project
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of Three Easements for the Wilde Lake Boulevard Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of three easements (one Drainage Easement and two Temporary Access Easements) for the Wilde Lake Boulevard Project:

A. Accept the donation of three easements located on Wilde Lake Boulevard for the Wilde Lake Boulevard Project;

Property Owner	Parcel Reference Number	Acreage
Gordon F. Vannoy	15-1S-31-1101-000-001	0.06
Arthur W., Jr. & Lynda A. Cotton	10-1S-31-4400-000-004	0.01
Dennis R. & Susan W. Mather	10-1S-31-4400-000-001	0.12

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

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

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

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

BACKGROUND:

The repair work on Wilde Lake Boulevard is a FEMA storm damage repair project. The project includes the replacement of the existing box culverts with a single span bridge. The road will have to be closed while the box culverts are demolished and the new bridge is installed, causing the need for the temporary Access Easements from property owners across the north side of Wilde Lake Boulevard (Cotton and Mather). These temporary Access Easements will accommodate the residents west of the bridge.

Currently, the existing drainage infrastructure that is located on Mr. Vannoy's property is not under a County easement. By obtaining this Drainage Easement, the County will be able to access and maintain the existing infrastructure.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The easements have been approved as to form and legal sufficiency by the County Attorney's office.

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 proceed in compliance with Section 46-139 of the County Code of Ordinances.

Attachments

Vannoy Drainage Easement
Cotton Temp Access Easement
Mather Temp Access Easement
Map

Prepared by:
Wayne Manning
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

A portion of 15-1S-31-1101-000-001
Wilde Lake Boulevard Drainage Project

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT made this 19 day of April, 2016, by and between Gordon F. Vannoy, a widower, whose mailing address is 4641 Wilde Lake Boulevard, Pensacola, Florida 32526 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

(Wherever used, the terms "Grantor" and "Grantee" shall include the singular and plural, masculine and feminine, heirs, legal representatives, successors and assigns.)

WITNESSETH

WHEREAS Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 15, Township 1S, Range 31 West, Escambia County, Florida; and

WHEREAS, Grantor is the owner of the real property, over, across, and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of One Dollar ($1.00), the promises contained herein and other good and valuable consideration, Grantor does hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement and the right to excavate, construct and maintain the drainage easement.

See attached Exhibit A

GRANTOR also hereby grants, bargains, conveys, transfers, dedicates, and delivers to Grantee the right to clear, keep clear, and remove from the drainage easement, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon by Grantee. Notwithstanding the issuance of any permit to construct or erect any structure in the drainage easement, Grantor agrees not to build, construct or create or permit others to build, construct or create any building or other structure in the drainage easement that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon. Easily removable improvements, such as fences, may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified, and the Grantor agrees to execute corrective instruments as may be required by Grantee.

GRANTOR does hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances that would prohibit Grantee from using the easement for drainage, and Grantor hereby waives any right to compensation for Grantee's use of the drainage easement and an appraisal of the drainage easement unless otherwise provided for herein.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee forever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the date first above written.

SIGNED IN THE PRESENCE OF:

GRANTOR:

Witness _____
Print Name Bernie W Manning

By: _____
Gordon F. Vannoy

Witness _____
Print Name Martha Vannoy

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19 day of April, 2016, by Gordon F. Vannoy. He (_) is personally known to me, or (✓) produced current Florida Driver License as identification.

(Notary Seal)

BERNIE W. MANNING
Notary Public - State of Florida
Commission #FF109897
My Commission Expires
May 31, 2018

_____
Signature of Notary Public

Bernie W Manning
Printed Name of Notary Public

ACCEPTANCE

This Drainage Easement was accepted by Escambia County, Florida, on the _____ day of _____, 20___, as authorized by the Board of County'Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

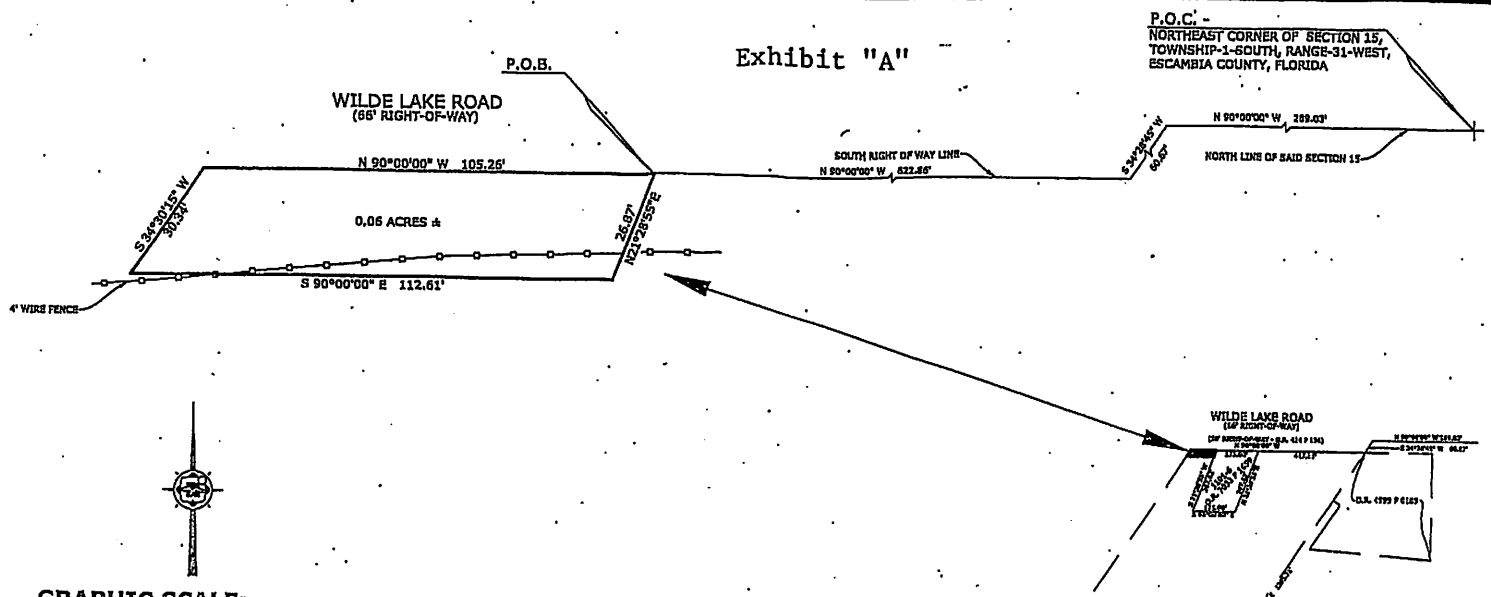
_____
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Court

_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date April 29, 2016

Exhibit "A"



GRAPHIC SCALE:

20 10 0 20 40 60

SCALE IN FEET

GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE SOUTH RIGHT OF WAY LINE OF WILDE LAKE ROAD (50' RIGHT-OF-WAY) AS BEING NORTH 90°00'00" WEST AS PER OFFICIAL RECORD BOOK 7032, PAGE 1659.
2. NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY NOR PROVIDED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS OF WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS, WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
3. THIS IS A DESCRIPTION SKETCH.
4. NO IMPROVEMENTS OTHER THAN AS SHOWN.
5. THE SKETCH SHOWN WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY.
6. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.

DETAIL OF PARCEL 1101-0-1
(NOT TO SCALE)

ABBREVIATIONS:

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINING

LEGAL DESCRIPTION: DRAINAGE EASEMENT

COMMENCE AT THE NORTHEAST CORNER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 90° 00'00" WEST ALONG THE NORTH LINE OF SAID SECTION FOR A DISTANCE OF 289.03 FEET; THENCE GO SOUTH 34° 28'45" WEST FOR A DISTANCE OF 60.67 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF WILDE LAKE ROAD (50' RIGHT OF WAY), SAID POINT ALSO BEING THE NORTHWEST CORNER OF THAT CERTAIN PARCEL AS DESCRIBED IN O.R. BOOK 4999, PAGE 189 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO NORTH 90°00'00" WEST ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 622.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 90°00'00" WEST ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 105.26 FEET; THENCE DEPARTING SAID RIGHT OF WAY GO SOUTH 34° 30'15" WEST FOR A DISTANCE OF 30.34 FEET; THENCE GO SOUTH 90°00'00" EAST FOR A DISTANCE OF 112.61 FEET; THENCE GO NORTH 21°28'55" EAST FOR A DISTANCE OF 26.87 FEET TO THE POINT OF BEGINNING. ALL LYING IN AND BEING A PART OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 0.06 ACRES, MORE OR LESS.

NO.	DATE:	REVISIONS:

SURVEYORS CERTIFICATE:
I CERTIFY THE SURVEY SHOWN HEREON TO BE CORRECT, AND COMPLIES WITH THE MINIMUM "TECHNICAL STANDARDS" FOR SURVEYING PER CHAPTER 53-17.050, 53-17.051 AND 61-13.052 FLORIDA ADMINISTRATIVE CODE, SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

22 FEB 2016

JOSEPH E. BARRETT, P.S.M. — DATE
PROFESSIONAL FLORIDA SURVEYOR, LICENSE NO. 6260, F.B.I. LB NO. 6679
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

FABRE ENGINEERING INC.
ENGINEERS ◆ PLANNERS ◆ SURVEYORS
119 GRUCOOK SQUARE, PENSACOLA, FL 32502, PH:850-433-6438,
21330 PROFESSIONAL DRIVE, SUITE B-105, ROBERTSDALE, AL 36567, PH:251-945-1937
FL LIC#FS L.B. 0006679, L.B. 0007215 AL LIC# CA-4877-LS, CA-1638-E

DRAINAGE EASEMENT
A PORTION OF
PARCEL 1101-0-1

DESCRIPTION AND SKETCH
OF A PORTION OF SECTION 15,
TOWNSHIP 1 SOUTH, RANGE 31 WEST
ESCAMBIA COUNTY, FLORIDA

DRAWING SCALE	1" = 20'
FIELD BOOK	-
FIELD BOOK PAGE	-
FIELD DATE	-
DRAWN BY	JMC
CHECKED BY	JEB
DATE	07/12/15,
JOB NUMBER	140042
FILE NAME	140042Easements
SHEET	1 OF 1

This document was prepared by:
Wayne Manning
Escambia County Public Works
3363 West Park Place
Pensacola, FL 32505

Wilde Lake Boulevard Project
A Portion of 10-1S-31-4400-000-004

STATE OF FLORIDA
COUNTY OF ESCAMBIA

TEMPORARY ACCESS EASEMENT

THIS GRANT OF TEMPORARY ACCESS EASEMENT is made this 14 day of April, 2016, by and between Arthur W. Cotton, Jr. and Lynda A. Cotton, husband and wife, whose address is 4640 Wilde Lake Boulevard, Pensacola, Florida 32526 (Grantors) and Escambia County, Florida, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

WHEREAS, Grantors are the owners of the real property located in Escambia County, Florida, more particularly described on attached Exhibit A (the Property); and

WHEREAS, Grantee desires to enter upon the Property for the purpose of temporary public access during a project to repair an adjacent stormwater drainage pipe (the Wilde Lake Boulevard Drainage Project, hereinafter the "Project");

WHEREAS, Grantors have agreed to grant a Temporary Access Easement to Grantee over and across the Property;

NOW, THEREFORE, for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration paid by the Grantee to Grantors, does grant to Grantee and it successors and assigns, an easement over and across the Property described in the attached Exhibit "A" for the purpose of temporary public access to and from the adjacent parcels and for placement of a temporary aggregate roadbed during the construction of improvements related to the Project.

THIS TEMPORARY ACCESS EASEMENT will expire upon completion of the Project, but not later than 24 months from the date that this easement was executed. By accepting this easement, Grantee agrees to restore Grantors' Property to original or better condition upon completion of the Project.

IN WITNESS WHEREOF, the Grantors have hereunto set their hand and seal the date first above written.

Signed, sealed and delivered
in the presence of:

Witness Dennis R Mather
Print Name DENNIS R. MATHER

Witness Bessie W Manning
Print Name Bessie W Manning

GRANTORS:

Arthur W Cotton Jr
By: Arthur W. Cotton, Jr.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14 day of April, 20 16, by Arthur W. Cotton, Jr. He (___) is personally known to me or (✓) has produced current Florida Driver's L as identification.

(Notary Seal)

BERNIE W. MANNING
Notary Public - State of Florida
Commission #FF109897
My Commission Expires
May 31, 2016

Signature of Notary Public

Bernie W Manning
Printed Name of Notary Public

Witness Dennis C Mather
Print Name DENNIS R. MATHER

Witness Bernie W Manning
Print Name Bernie W Manning

Lynda A Cotton
By: Lynda A. Cotton

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14 day of April, 20 16, by Lynda A. Cotton. She (___) is personally known to me or (✓) has produced current Florida Driver's L as identification.

(Notary Seal)

BERNIE W. MANNING
Notary Public - State of Florida
Commission #FF109897
My Commission Expires
May 31, 2016

Signature of Notary Public

Bernie W Manning
Printed Name of Notary Public

ACCEPTANCE

This Temporary Access Easement was accepted by Escambia County, Florida, on the _____ day of _____, 20____, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

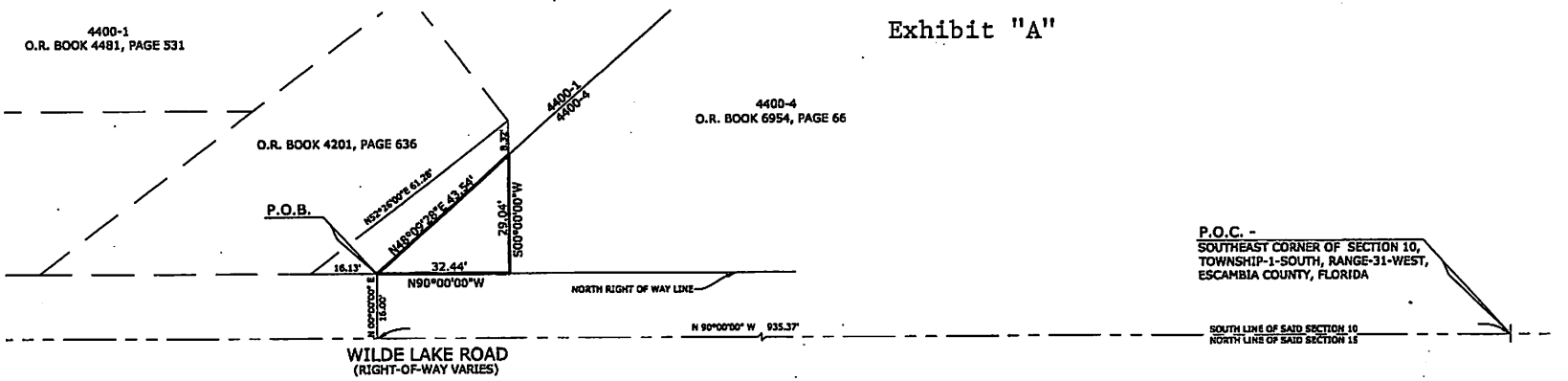
_____
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date April 19, 2016

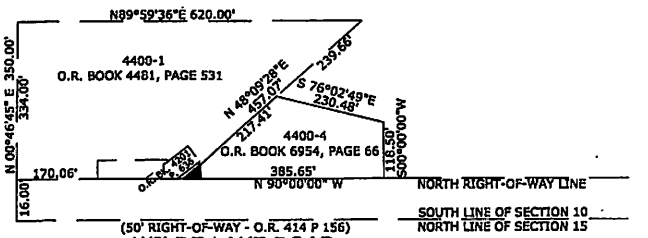
Exhibit "A"



GRAPHIC SCALE:

20 10 0 20 40 60

SCALE IN FEET



DETAIL OF PARCEL 4400-0-4
(NOT TO SCALE)

GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE SOUTH RIGHT OF WAY LINE OF WILDE LAKE ROAD (50' RIGHT-OF-WAY) AS BEING NORTH 90°00'00" WEST AS PER OFFICIAL RECORD BOOK 7032, PAGE 1659.
2. NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY NOR PROVIDED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS OF WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS, WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
3. THIS IS A DESCRIPTION SKETCH.
4. NO IMPROVEMENTS OTHER THAN AS SHOWN.
5. THE SKETCH SHOWN WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY.
6. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.

ABBREVIATIONS:

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINING

LEGAL DESCRIPTION: TEMPORARY ACCESS EASEMENT

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 90° 00'00" WEST ALONG THE SOUTH LINE OF SAID SECTION FOR A DISTANCE OF 935.37 FEET; THENCE DEPARTING SAID SOUTH LINE OF SAID SECTION, GO NORTH 00° 00' 00" EAST FOR A DISTANCE OF 16.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WILDE LAKE ROAD (RIGHT OF WAY VARIES), SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 48°09'28" EAST FOR A DISTANCE OF 43.54 FEET; THENCE GO SOUTH 00°.00'00" WEST FOR A DISTANCE OF 29.04 FEET TO THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF WILDE LAKE ROAD; THENCE PROCEED ALONG THE NORTH RIGHT OF WAY LINE NORTH 90°00'00" WEST FOR A DISTANCE OF 32.44 FEET TO THE POINT OF BEGINNING. ALL LYING IN AND BEING A PART OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 0.01 ACRES, MORE OR LESS.

NO.	DATE:	REVISIONS:
-		

SURVEYORS CERTIFICATE:
I CERTIFY THE SURVEY SHOWN HEREON TO BE CORRECT, AND COMPLIES WITH THE MINIMUM "TECHNICAL STANDARDS" FOR SURVEYING PER CHAPTER 61-17.050, 61-17.051 AND 61-17.052 FLORIDA ADMINISTRATIVE CODE, SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

22 FEB 2016

JOSEPH E. RAMSEY, P.S.M. DATE
PROFESSIONAL FLORIDA SURVEYOR, LICENSE NO. 6260, F.E.I. LB NO. 6679
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

FABRE ENGINEERING INC.
ENGINEERS◆PLANNERS◆SURVEYORS
119 GREGORY SQUARE, PENSACOLA, FL 32502, PH:850-433-6438
21530 PROFESSIONAL DRIVE, SUITE B-105, ROBERTSDALE, AL 36567, PH:251-945-1937
FL LIC#'S L.B. 0006679, E.B. 0007215 AL LIC# CA-487-LS, CA-1638-E

TEMPORARY ACCESS EASEMENT
A PORTION OF
PARCEL 4400-0-4

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DESCRIPTION AND SKETCH
OF A PORTION OF SECTION 10,
TOWNSHIP 1 SOUTH, RANGE 31 WEST
ESCAMBIA COUNTY, FLORIDA

DRAWING SCALE	1" = 20'
FIELD BOOK	-
FIELD BOOK PAGE	-
FIELD DATE	-
DRAWN BY	JHC
CHECKED BY	JES
DATE	01/21/16
JOB NUMBER	140042
FILE NAME	140042easements
SHEET	1 OF 1

This document was prepared by:
Wayne Manning
Escambia County Public Works
3363 West Park Place
Pensacola, FL 32505

Wilde Lake Boulevard Project
A Portion of 10-1S-31-4400-000-001

STATE OF FLORIDA
COUNTY OF ESCAMBIA

TEMPORARY ACCESS EASEMENT

THIS GRANT OF TEMPORARY ACCESS EASEMENT is made this 14 day of APRIL, 2016, by and between Dennis R. Mather and Susan W. Mather, husband and wife, whose address is 4646 Wilde Lake Boulevard, Pensacola, Florida 32526 (Grantors) and Escambia County, Florida, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

WHEREAS, Grantors are the owners of the real property located in Escambia County, Florida, more particularly described on attached Exhibit A (the Property); and

WHEREAS, Grantee desires to enter upon the Property for the purpose of temporary public access during a project to repair an adjacent stormwater drainage pipe (the Wilde Lake Boulevard Drainage Project, hereinafter the "Project");

WHEREAS, Grantors have agreed to grant a Temporary Access Easement to Grantee over and across the Property;

NOW, THEREFORE, for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration paid by the Grantee to Grantors, does grant to Grantee and it successors and assigns, an easement over and across the Property described in the attached Exhibit "A" for the purpose of temporary public access to and from the adjacent parcels and for placement of a temporary aggregate roadbed during the construction of improvements related to the Project.

THIS TEMPORARY ACCESS EASEMENT will expire upon completion of the Project, but not later than 24 months from the date that this easement was executed. By accepting this easement, Grantee agrees to restore Grantors' Property to original or better condition upon completion of the Project.

IN WITNESS WHEREOF, the Grantors have hereunto set their hand and seal the date first above written.

Signed, sealed and delivered
in the presence of:

Witness _____
Print Name _____

Witness _____
Print Name _____

GRANTORS:

_____
By: Dennis R. Mather

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14 day of APRIL, 20 16, by Dennis R. Mather. He (✓) is personally known to me or (___) has produced current _____ as identification.

(Notary Seal)

BERNIE W. MANNING
Notary Public - State of Florida
Commission #FF109897
My Commission Expires
May 31, 2018

Signature of Notary Public

Bernie W Manning
Printed Name of Notary Public

Witness _____
Print Name Bernie W Manning

Witness _____
Print Name Kara Johnson

Susan W Mather
By: Susan W. Mather

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14 day of April, 20 16, by Susan W. Mather. She (✓) is personally known to me or (___) has produced current _____ as identification.

(Notary Seal)

BERNIE W. MANNING
Notary Public - State of Florida
Commission #FF109897
My Commission Expires
May 31, 2018

Signature of Notary Public

Bernie W Manning
Printed Name of Notary Public

ACCEPTANCE

This Temporary Access Easement was accepted by Escambia County, Florida, on the _____ day of _____, 20____, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____, 20____.

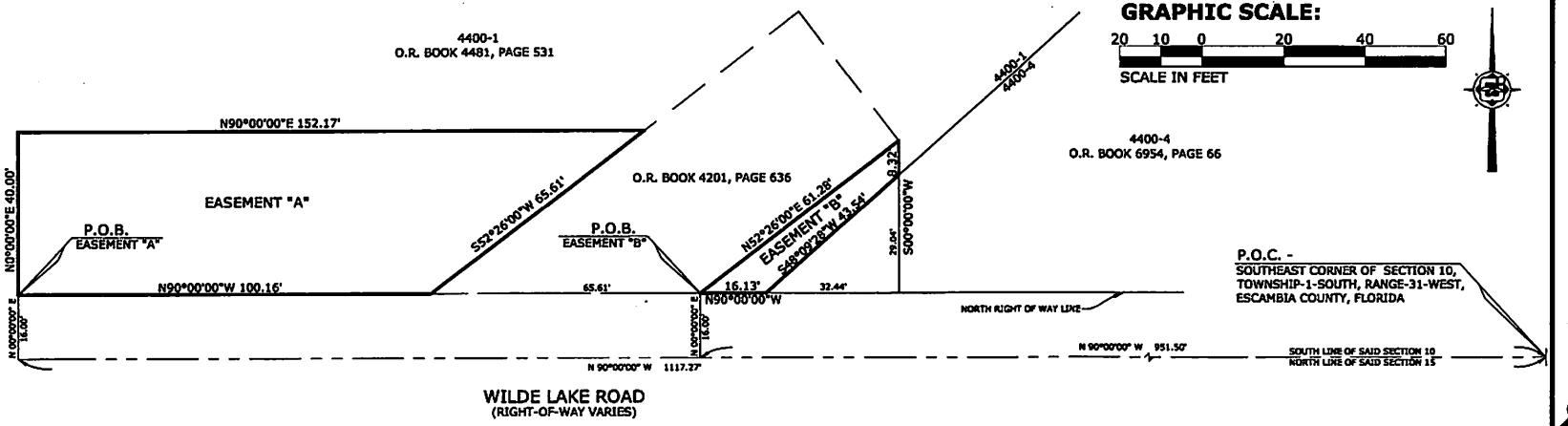
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By _____
Title Asst County Attorney
Date Apr. 19, 2016



GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE SOUTH RIGHT OF WAY LINE OF WILDE LAKE ROAD (50' RIGHT-OF-WAY) AS BEING NORTH 90°00'00" WEST AS PER OFFICIAL RECORD BOOK 7032, PAGE 1659.
2. NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY NOR PROVIDED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS OF WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS, WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
3. THIS IS A DESCRIPTION SKETCH.
4. NO IMPROVEMENTS OTHER THAN AS SHOWN.
5. THE SKETCH SHOWN WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY.
6. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.

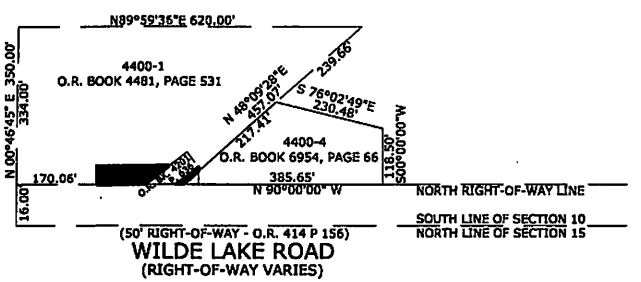
LEGAL DESCRIPTION: TEMPORARY ACCESS EASEMENT "A"

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 10 TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 90° 00'00" WEST ALONG THE SOUTH LINE OF SAID SECTION FOR A DISTANCE OF 1117.27 FEET; THENCE DEPARTING SAID SOUTH LINE OF SAID SECTION, GO NORTH 00° 00' 00" EAST FOR A DISTANCE OF 16.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WILDE LAKE ROAD (RIGHT OF WAY VARIES), SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°00'00" EAST FOR A DISTANCE OF 40.00 FEET; THENCE GO NORTH 90° 00'00" EAST FOR A DISTANCE OF 152.17 FEET; THENCE GO SOUTH 52°26'00" WEST FOR A DISTANCE OF 65.61 FEET TO THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF WILDE LAKE ROAD; THENCE PROCEED ALONG THE NORTH RIGHT OF WAY LINE NORTH 90°00'00" WEST FOR A DISTANCE OF 100.16 FEET TO THE POINT OF BEGINNING. ALL LYING IN AND BEING A PART OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 0.11 ACRES, MORE OR LESS.

LEGAL DESCRIPTION: TEMPORARY ACCESS EASEMENT "B"

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 90° 00'00" WEST ALONG THE SOUTH LINE OF SAID SECTION FOR A DISTANCE OF 951.50 FEET; THENCE DEPARTING SAID SOUTH LINE OF SAID SECTION, GO NORTH 00° 00' 00" EAST FOR A DISTANCE OF 16.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WILDE LAKE ROAD (RIGHT OF WAY VARIES), SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 52°26'00" EAST FOR A DISTANCE OF 61.28 FEET; THENCE GO SOUTH 00° 00'00" WEST FOR A DISTANCE OF 8.32 FEET; THENCE GO SOUTH 48°09'28" WEST FOR A DISTANCE OF 43.54 FEET TO THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF WILDE LAKE ROAD; THENCE PROCEED ALONG THE NORTH RIGHT OF WAY LINE NORTH 90°00'00" WEST FOR A DISTANCE OF 16.13 FEET TO THE POINT OF BEGINNING. ALL LYING IN AND BEING A PART OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 0.01 ACRES, MORE OR LESS.

Exhibit "A"



DETAIL OF PARCEL 4400-0-1
(NOT TO SCALE)

ABBREVIATIONS:

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINING

NO.	DATE:	REVISIONS:

SURVEYORS CERTIFICATE:
I CERTIFY THE SURVEY SHOWN HEREON TO BE CORRECT, AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS" FOR SURVEYING PER CHAPTER 53-17.050, 53-17.051 AND 53-17.052 FLORIDA ADMINISTRATIVE CODE, SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

22 FeB 2016

JOSEPH E. BARRETT, P.S.M. DATE
PROFESSIONAL FLORIDA SURVEYOR, LICENSE NO. 6260, F.E.I. LB NO. 6679
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

FABRE ENGINEERING INC.
ENGINEERS ◆ PLANNERS ◆ SURVEYORS
119 GREGORY SQUARE, PENSACOLA FL 32502 PH:850-433-6438
21530 PROFESSIONAL DRIVE, SUITE B-105, ROBERTSDALE AL 36567 PH:251-945-1937
FL LIC.# L.B. 0006679, L.B. 0007215 AL LIC.# CA-487-LS, CA-1638-E

TEMPORARY ACCESS EASEMENT
A PORTION OF
PARCEL 4400-0-1

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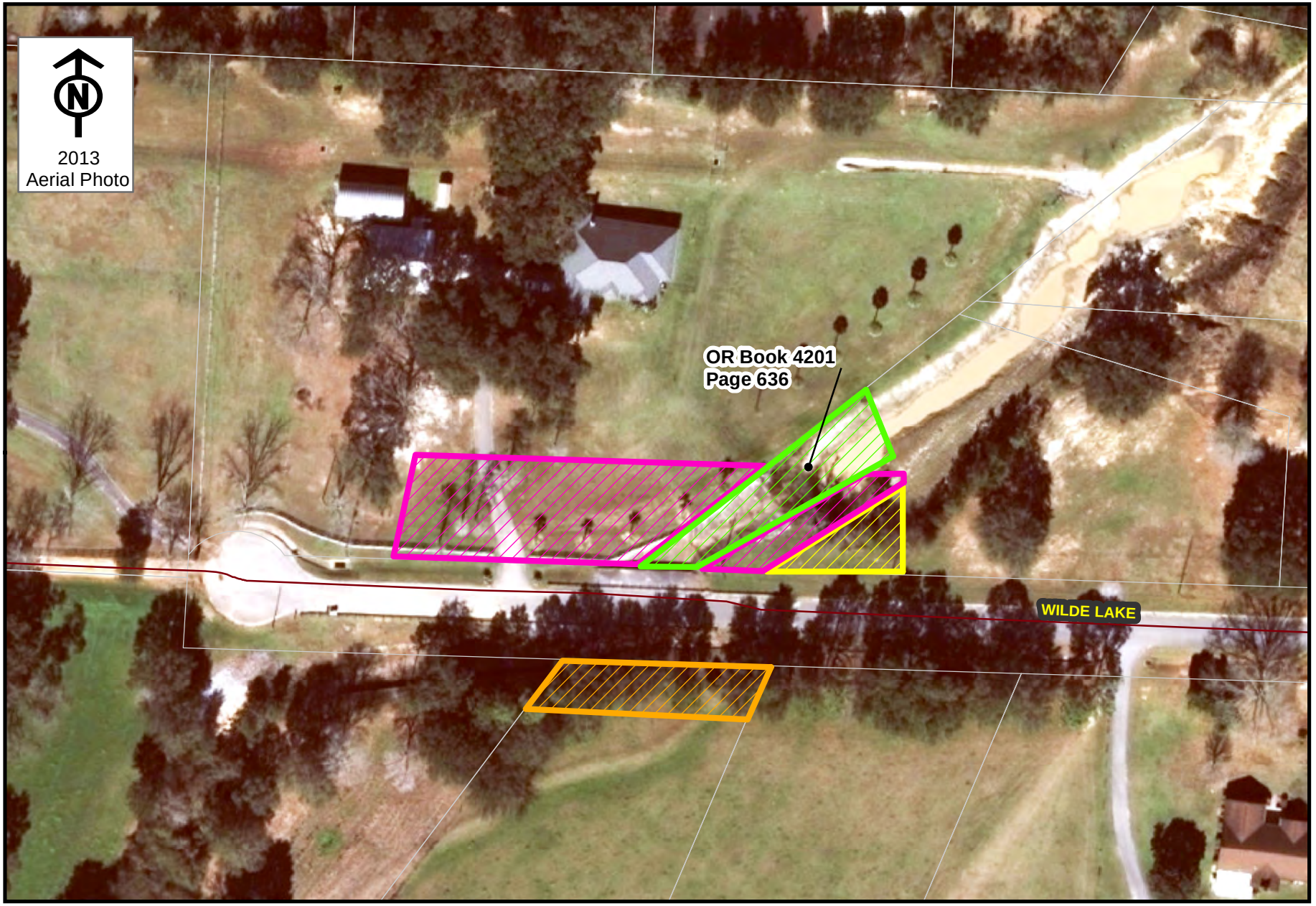
DESCRIPTION AND SKETCH
OF A PORTION OF SECTION 10,
TOWNSHIP 1 SOUTH, RANGE 31 WEST
ESCAMBIA COUNTY, FLORIDA

DRAWING SCALE	1" = 20'
FIELD BOOK	-
FIELD BOOK PAGE	-
FIELD DATE	-
DRAWN BY	JMC
CHECKED BY	JEB
DATE	01/21/16
JOB NUMBER	140042
FILE NAME	140042Easements
SHEET	1 OF 1

Wilde Lake Boulevard



ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 4/21/16 DISTRICT 1

Mather -Temp Access Easement

Cotton -Temp Access Easement

Vannoy -Drainage Easement

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10168 **County Administrator's Report** **12. 40.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: Acceptance of Public Road and Right-of-Way Easement for South Old Corry Field Road Bridge Repair
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Acceptance of the Donation of a Public Road and Right-of-Way Easement for South Old Corry Field Road Bridge Repair - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of a public road and right-of-way easement (10 feet x 317 feet, approximately 3,172 square feet) located at 610 South Old Corry Field Road from Roger B. Nicholson for drainage and bridge improvements:

A. Accept the donation of a public road and right-of-way easement (10 feet x 317 feet) located at 610 South Old Corry Field Road from Roger B. Nicholson for drainage and bridge improvements;

B. Authorize the payment of documentary stamps because the easement is being donated for governmental use, which is for drainage and bridge improvements, and benefits the public by the acceptance of the easement, which will enhance the safety and well-being of the citizens of Escambia County;

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

D. Authorize the Chairman or Vice Chairman to accept the Public Road and Right-of-Way Easement as of the day of delivery of the Public Road and Right-of-Way Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

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

BACKGROUND:

The 2014 rain event caused approximately 300' of Old Corry Field Road to be washed out above and on each side of the existing East Jones Creek box culverts. The proposed repair for this project will involve the removal of the existing box culverts and the installation of a precast bridge structure. The County is working with the Florida Department of Transportation for funding on this project.

The Public Road and Right-of-Way easement from Mr. Nicholson is needed to accommodate installation of a bridge that will be higher, wider and longer than the existing box culverts. The easement will also accommodate new sidewalk, stormwater infrastructure, and utilities within the area.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The Public Road and Right-of-Way Easement was approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will proceed in compliance with Section 46-139 of the County Code of Ordinances.

Attachments

Public Road and Right of Way Easement

Map

This document was prepared by:
Stacey S. Ward
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

STATE OF FLORIDA
COUNTY OF ESCAMBIA

PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT

THIS PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT is made this 19 day of April 2016, by and between Roger B. Nicholson, a single man, whose address is P.O. Box 16152, Pensacola, Florida 32507 (Grantor) and Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

WHEREAS, Grantor is the owner of certain property located in Escambia County, Florida and more particularly described in the attached Exhibit "A" (the Property); and

WHEREAS, Grantor has agreed to convey to Grantee a public road and right-of-way easement over and across the Property;

NOW, THEREFORE, Grantor hereby conveys to Grantee an easement for the perpetual and unobstructed right of the public to access, ingress, and egress over and across the Property and for the purpose of constructing, paving, maintaining, replacing, inspecting, removing, and repairing a road and right-of-way, bridges, sidewalks, drainage structures, and other associated public facilities and utilities on the Property, together with all rights and privileges necessary and convenient for the purposes described above.

GRANTOR covenants that it is lawfully seized and possessed of the Property, that it has good and lawful right to convey the same, and that it is free from all encumbrances.

IN WITNESS WHEREOF, Grantor has executed this document on the date first written above.

Signed, sealed and delivered
in the presence of:

Witness _____
Print Name _____

Witness _____
Print Name _____

Grantor

_____
By: Roger B. Nicholson

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19 day of April, 2016, by Roger B. Nicholson. He ( ) is personally known to me, or (✓) has produced current Florida Driver License as identification.

(Notary Seal)

BERNIE W. MANNING
Notary Public - State of Florida
Commission #FF109697
My Commission Expires
May 31, 2018

_____
Signature of Notary Public

_____
Printed Name of Notary Public

ACCEPTANCE

This Public Road and Right-of-Way Easement is accepted by Escambia County, Florida on the _____ day of _____, 2016, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on _____ _____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date April 19, 2016

K:\SURVEY\258 Escambia County\25895.03 OLD CORRY\DWG\TCE.dwg, Apr 07, 2016 - 10:19:30AM, cchestnut

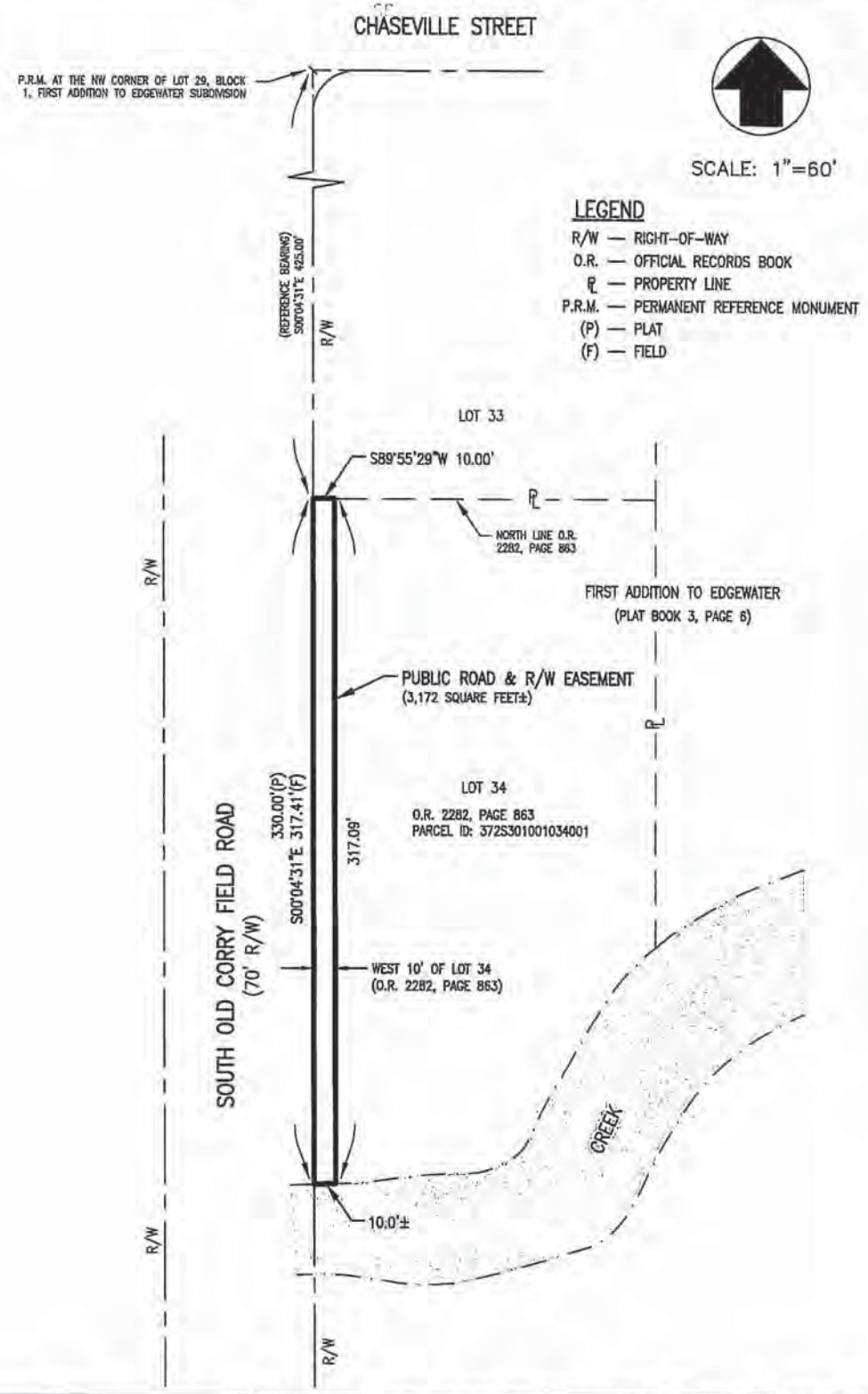
BASKERVILLE-DONOVAN, INC.
INNOVATIVE INFRASTRUCTURE SOLUTIONS
449 WEST MAIN STREET
PENSACOLA, FL. 32502 (850)436-9681
ENGINEERING BUSINESS: EB-0000340

DESCRIPTION & SKETCH

PREPARED FOR & CERTIFIED TO: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

PROJECT:	25895.03
FIELD SURVEY DATE:	N/A
SECTION:	52
TOWNSHIP:	2-SOUTH
RANGE:	30-WEST
COUNTY:	ESCAMBIA

Exhibit "A"



REVISIONS			
NO.	BY	DESCRIPTION	DATE

The survey shown hereon was prepared in compliance with the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17 Florida Administrative Code, pursuant to Section 472.027 Florida Statutes to the best of my knowledge and belief.
FOR: BASKERVILLE DONOVAN, INC, CORPORATE NUMBER 0340

Robert S. Mills 4/7/16
ROBERT SCOTT MILLS
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NO. 5509

ROBERT SCOTT MILLS
NOT CERTIFIED WITHOUT THE RAISED SEAL AND THE ORIGINAL SIGNATURE
LICENSED SURVEYOR NO. 5509
STATE OF FLORIDA
PROFESSIONAL SURVEYOR & MAPPER

CHECKED BY:	RSM
SCALE:	1"=60
F.B. N/A	PAGE N/A
DRAWN BY:	FCC
SHEET:	1 OF 2

BASKERVILLE-DONOVAN, INC.
INNOVATIVE INFRASTRUCTURE SOLUTIONS
449 EAST MAIN STREET
PENSACOLA, FL 32502 (850)438-9661
ENGINEERING BUSINESS: EB-0000340

DESCRIPTION & SKETCH

PREPARED FOR & CERTIFIED TO: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

PROJECT:	25895.03
FIELD SURVEY DATE:	N/A
SECTION:	52
TOWNSHIP:	2-SOUTH
RANGE:	30-WEST
COUNTY:	ESCAMBIA

DESCRIPTION - PUBLIC ROAD & RIGHT-OF-WAY EASEMENT

(AS PREPARED BY BASKERVILLE-DONOVAN, INC.)

THE WEST 10.00 FEET OF LOT 34, BLOCK 1, FIRST ADDITION TO EDGEWATER, AS RECORDED IN PLAT BOOK 3, PAGE 6 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

LYING IN AND BEING A PORTION OF SECTION 52, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 3,172 SQUARE FEET MORE OR LESS.

GENERAL NOTES

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE PLAT OF FIRST ADDITION TO EDGEWATER, PLAT BOOK 3, PAGE 6, DEEDS OF RECORD, PREVIOUS SURVEYS BY THIS FIRM AND EXISTING FIELD MONUMENTATION.
2. NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
3. THIS IS A NEW PARCEL SURVEYED PER THE CLIENT'S REQUEST.
4. THE SKETCH SHOWN HEREON WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.

610 S Old Corry Field Road

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

SSW 4/19/16 DISTRICT 2

Nicholson Property

Public Road and Right-of-Way Easement

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10188 **County Administrator's Report 12. 41.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: Memorandum of Agreement for the Provision of a Paramedic Training Program
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Memorandum of Agreement for the Provision of a Paramedic Program between Escambia County and Pensacola State College - Michael D. Weaver, Public Safety Director

That the Board take the following action regarding the Memorandum of Agreement for a Paramedic Program between Escambia County and Pensacola State College, for the provision of allowing Pensacola State College to provide instruction and grant degrees in the field of emergency medical services to address the shortage of qualified paramedic employees, as approved by the District Board of Trustees of Pensacola State College, Florida:

A. Approve the Memorandum of Agreement for the Provision of a Paramedic Program between Escambia County and the District Board of Trustees of Pensacola State College commencing upon the date last executed and continuing in full force and effect unless terminated by either party upon providing at least 120 days prior written notice to the non-terminating party; and

B. Authorize the Chairman to execute the Memorandum of Agreement.

Over the last several years, it has become apparent there are not enough paramedics in the State of Florida available for hire. Most agencies have their own in-house paramedic program or contract with the local college to help meet staffing needs. Public Safety has encountered the same problems many are facing across the State of Florida. Contracting with Pensacola State College will allow staff to go to work and school in a familiar work environment to ensure success. It will also ensure that Escambia County will have highly trained and skilled individuals that can be immediately assigned to operational duty upon graduation and successful completion of the State of Florida Certification. It is proposed that no fewer than 12 academically qualified Emergency Medical Technicians (EMT) enroll in each Program term. The total cost per student is approximately $6000, to include tuition, books, and uniforms, to complete the Paramedic Training Program. Each student would have to attend classes for approximately 1 year before completing the training program.

[Funding: Fund 408, Emergency Medical Services, Cost Center 330302, Object Code 55501]

BACKGROUND:

Escambia County is increasingly experiencing a difficulty in recruiting Paramedics. A majority of the applicants that we do receive are from candidates that live outside of our area and are often not prepared for the level of care our citizens require. In order to ensure that our citizens continue to receive the quality emergency medical care they expect, we are proposing an in-house Paramedic program. An individual wanting to go to Paramedic school must invest not only the cost of tuition, but the extensive commitment of time requirements. The students enrolled in this program will be Escambia County EMTs who live in our community and have demonstrated the commitment to our citizens, but have been unable to afford this funding and time. Contracting with Pensacola State College will allow our staff to go to school in a familiar work environment at the Public Safety Building with their coworkers which will ensure success. It will also ensure that Escambia County will have highly trained and skilled individuals that can be immediately assigned to operational duty upon graduation and successful completion of the State of Florida Certification. It is proposed that no fewer than 12 academically qualified Emergency Medical Technicians (EMT) enroll in each Program term. The total cost per student is approximately $6000, to include tuition, books, and uniforms, to complete the Paramedic Training Program. Each student would have to attend classes for approximately 1- year before completing the training program.

BUDGETARY IMPACT:

Funding: Fund 408, Emergency Medical Services, Cost Center 330302, Object Code 55501

LEGAL CONSIDERATIONS/SIGN-OFF:

The Memorandum of Agreement for the Provision of a Paramedic Program between Escambia County and Pensacola State College have been reviewed and approved for legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy requires Board Approval of all Agreements.

IMPLEMENTATION/COORDINATION:

Upon BCC approval and proper execution, Stephen White, EMS Division Manager, will oversee implementation of the Agreement and work in close cooperation with Pensacola State College, representatives.

Attachments

Memorandum of Agreement

Exhibit A

Exhbit B

For your records. Thank you.
(This is a removable label)

College Contract Number
2016218

MEMORANDUM OF AGREEMENT FOR THE PROVISION OF A PARAMEDIC TRAINING PROGRAM

This Agreement is entered into this ___ day of _____, 2016, by and between Escambia County, a political subdivision of the State of Florida ("County"), and the District Board of Trustees of Pensacola State College, Florida ("College").

WITNESSETH:

WHEREAS, the College is a Florida public state college which provides instruction and grants degrees in the field of emergency medical services; and

WHEREAS, there presently exists a shortage of qualified employees in the field of emergency medical services; and

WHEREAS, the County, through the Emergency Medical Services Division of the Public Safety Department of Escambia County ("EMS"), has classroom and clinical facilities suitable for a paramedic training program; and

WHEREAS, the College and County desire to address the shortage of qualified paramedic employees by entering into an agreement whereby the College may conduct a satellite paramedic training program at the County's EMS facility as provided herein.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants contained herein, the College and County agree as follows:

Section 1. Recitals. The recitals contained in the preamble to this Agreement are true and correct and incorporated herein by reference.

Section 2. Purpose. The purpose of this agreement is to clearly identify the roles and responsibilities of each party relating to the provision of a satellite paramedic training program at the County's EMS facility (hereinafter referred to as the "Program").

Section 3. Responsibilities of the Parties.

A. The College shall:

1) Hire and assign qualified paramedic instructors to provide instruction to the College's students assigned to classroom and clinical facilities at the County's EMS facility.

i. Each instructor shall hold, and provide to the College, proper credentials and certifications to provide such instruction to students assigned to a classroom and clinical facilities at the County's EMS facility.

ii. Each instructor will work under the supervision of the appropriate administrator of the College and assist in teaching, supervising and directing

the students' didactic and clinical experience. Each instructor shall be a member of the College's teaching faculty.

2) Ensure that students enrolled in the Program comply with any and all applicable rules and regulations as provided in the Pensacola State College Catalogue as well as other College rules and requirements and those of the County.

3) Ensure that instructors honor all College, state, and federal rules and regulations including provisions of the Family Education Rights and Privacy Act (FERPA) for students enrolled in the Program.

4) Provide the County with periodic reports on the admission status of each student referred to the College for admission to the Program.

5) Maintain accidental medical, death and dismemberment insurance for students enrolled in the Program with limits of $15,000.00 for accidental medical expenses and limits of $25,000.00 for accidental death or dismemberment.

6) Maintain professional liability insurance covering students enrolled in the Program, with limits of One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) aggregate per policy year against any claims arising from any act or omission by a student arising out of participation in the Program described herein. College will provide a Certificate of such insurance to County upon request.

7) Ensure that all students enrolled in the Program have received the required immunizations.

8) Require each student enrolled in the Program to sign a Statement of Responsibility in the form attached hereto as Exhibit A and a Statement of Confidentiality in the form attached hereto as Exhibit B.

9) Allow for the exchange and appropriate use of equipment, facilities and training supplies, as agreed to by both Parties, for the purpose of furthering the skills and abilities of the students enrolled in the Program.

B. The County shall:

1) Make available training facilities to conduct the Program, to include classrooms for student instruction and office space for Program instructors.

2) Select no fewer than twelve (12) and no more than twenty-four (24) academically qualified students for enrollment in each Program term. Each student shall meet all admission requirements of the Program.

3) Remit to the College all tuition and fees for a total of forty-two (42) credit hours for each student selected by the County for enrollment in the Program and applicable fees to include the cost for textbooks, uniforms, and labs.

4) Remit to College all applicable costs for equipment and supplies utilized by students selected by the County for enrollment in the Program, as provided in Exhibit C attached hereto.

5) Cooperate with the College in scheduling a suitable program of study for students enrolled in the Program. Joint meetings between the appropriate administration of the College and County EMS shall be held at least semi-annually or as necessary.

6) Extend the opportunity, when applicable, for College instructors to attend appropriate County EMS departmental meetings.

7) Permit, upon request, the inspection of the County EMS training facilities as necessary for College accreditation.

8) Provide qualified clinical preceptors as necessary for clinical learning experiences.

9) Maintain responsibility for patient care while students enrolled in the Program engage in clinical learning experiences under the supervision of County EMS staff serving as clinical preceptors.

10) Cooperate with the College in periodic and terminal evaluation of the Program.

C. The College and County agree to the following:

1) To the extent applicable, the Parties shall comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPPA"), as codified as 42 U.S.C. Section 132b and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R Parts 160 and 164 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPPA Requirements".

2) The Parties will not use or further disclose any protected health Information (as defined in 45 C.F.R. Section 164.501) or individually identifiable health Information (as defined in 42 U.S.C. section1320D), other than as permitted by the HIPAA Requirements and the terms of the agreement.

3) The Parties shall comply with any applicable state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients.

4) To the extent necessary, the College will provide the County with the names of qualified candidates to ensure that the County, if it wishes, is able to select at least twelve (12) students for each Program term. The Parties agree that the College may select additional students to ensure a full cohort. The County shall not be responsible for payment of any tuition, fees or other expenses associated with students selected by the College for enrollment in the Program.

5) The instruction provided by the College to the students enrolled in the Program will occur predominately within the County's EMS facilities; however, the Parties acknowledge that it may be necessary from time to time for the instruction to occur outside of the County's EMS facilities, including but not limited to electronic testing, hi fidelity simulation practice and testing, laboratory instruction, and a capstone project.

6) The Parties' performance while conducting the Program pursuant to this Agreement shall be in accordance with the terms and conditions set forth on the Interlocal Agreement between Escambia County and the District Board of Trustees of Pensacola Junior College, Florida for the Provision of Certain Student Clinical Training, dated November 5, 2009. To the extent the provisions of this Agreement are in conflict with the Interlocal Agreement, the terms of this Agreement shall prevail.

Section 4. Term and Termination. This Agreement shall commence upon the date last executed and continue in full force and effect unless terminated by either party upon providing at least 120 days prior written notice to the non-terminating party. In the event of termination as provided herein, College shall be paid any remaining tuition, fees, or other expenses for currently enrolled students selected by County to complete the current Program term.

Section 5. Liability. Each party shall be liable only for its own acts or omissions. Nothing herein will obligate either party to indemnify or in any other way be liable to pay to any person or entity any amount which exceeds the amount(s) for which either party could be liable under the provisions of §768.28, Florida Statutes, and nothing herein will be read as a waiver of sovereign immunity beyond that provided in that cited statute, nor will anything herein be read as increasing the liability of either party to any person or entity beyond those limits of liability for which either party could be held liable under that cited statute.

Section 6. Notices. 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 PSC:	To County:
President	County Administrator
Pensacola State College	Escambia County Government Complex
1000 College Boulevard	221 Palafox Place, Room 300

Pensacola, Florida 32504 Pensacola, Florida 32502

All notices required or to be given hereunder shall be made in writing, and 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.

Section 7. Governing Law. 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, and the parties further agree that Escambia County, Florida shall be the venue in the event any action is filed to enforce or interpret the provisions of this Agreement.

Section 8. Interpretation. 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.

Section 9. Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion 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.

Section 10. Entire Agreement. This Agreement, including any 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.

Section 11. 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 in the event of a continuing or subsequent default on the part of a party.

Section 12. Non-Appropriation. Pursuant to the requirements of Florida law, the parties' performance under this Agreement shall be contingent upon an annual appropriation by the Florida Legislature that funds this program. This Agreement does not constitute a debt, liability, or obligation of the State of Florida, Escambia County, or the College.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida

By: _____
Grover C. Robinson, IV, Chairman
Date: _____, 2016

Attest: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

SIGN

THE DISTRICT BOARD OF TRUSTEES OF PENSACOLA STATE COLLEGE, FLORIDA, the governing body of an agency of the State of Florida

By: _____
C. Edward Meadows, President

Date: April 15, 2016

Approved as to form and legal sufficiency.
By/Title: _____
Date: 4/20/16

Approved as to Form
By _____
Thomas J. Gilliam, Jr., General Counsel
Pensacola State College

EXHIBIT "A"

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form or experience in evaluation and treatment of patients of ESCAMBIA COUNTY EMERGENCY MEDICAL SERVICES (the ECEMS) ("Cooperating Agency"), the undersigned, and his/her heirs, successors, and/or assigns does hereby covenant and agree to be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by the District Board of Trustees of Pensacola State College, Florida at Cooperating Agency unless such injury or loss arises solely out of Cooperating Agency's gross negligence or willful misconduct.

Dated this _____day of_____, 20____.

_____

Program Participant

Print name:_____

WITNESS:

_____

Print Name:_____

EXHIBIT "B"

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable federal and state laws and regulations and the Agreement between the District Board of Trustees of Pensacola State College, Florida ("School") and ESCAMBIA COUNTY EMERGENCY MEDICAL SERVICES (the ECEMS) ("Cooperating Agency") to keep confidential information of Cooperating Agency. The undersigned agrees, under the penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient, and further agrees not to reveal to any third party any confidential information of Cooperating Agency.

Dated this _____day of _____20____.

_____

Program Participant

Print Name:_____

WITNESS:

_____

Print Name:_____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10169 **County Administrator's Report** **12. 42.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: Waste Services Equipment Purchase – Curry CA5000CA Water Truck Conversion on Existing County Vehicle
From: Pat Johnson, Department Director
Organization: Waste Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Waste Services Department Equipment Purchase - Patrick T. Johnson, Waste Services Department Director

That the Board approve the purchase and installation of one Curry CA5000C 5,000 gallon water truck conversion on an existing County-owned CAT 725 6x6 Articulated Dump Truck, (PN 58882), from Thompson Tractor Company, Inc., in the amount of $92,015, per the terms and conditions of the Governmental Contract Initiative with the City of Tucson/National IPA Contract - RFP #120377 Member Discounts for Equipment Sales.

In compliance with the Local Preference Initiative, this equipment purchase was posted/advertised on the County website for 30 days, PD 15-16.027. No proposals were received. This unit will replace the existing water truck (PN 42598).

[Funding: Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 56401]

BACKGROUND:

PD 15-16.027 Solid Waste Equipment Purchase #1- One (1) Curry CA5000C 5000 gallon Water Truck Conversion was posted on the Escambia County website with the "Pending Vehicle and Equipment Purchases", for 30 days, in compliance with the Local Preference initiative. No proposals were received.

This unit will be placed on existing County owned CAT 725 6x6 Articulated Dump Truck replace the existing water truck (PN 42598).

BUDGETARY IMPACT:

Funding for the purchase of this equipment is available in Fund 401, Solid Waste, Cost Center 230314, Object Code 56401

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Escambia County Code of Ordinances, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

After Board approval, a Purchase Order will be issued by the Office of Purchasing.

Attachments

Thompson Water Truck Conversion

PURCHASE REQUEST FORM

SOLID WASTE MANAGEMENT
13009 BEULAH ROAD
CANTONMENT, FL 32533-8801

DATE: 4/12/2016

TIME: _____

PROJECT AND / OR PROPERTY NUMBER: Landfill Operations

SUGGESTED VENDOR: ADDRESS & PHONE NO. Thompson Tractor

COUNTY PICKUP _____ VENDOR DELIVERY X DATE NEEDED _____

NAME OF EMPLOYEE TO CALL CONCERNING REQUEST Dennis Rigby

PO REQUEST OVER $1,000 _____ VISA _____ VOUCHER UNDER $1,000 _____

PURCHASE ORDER NO. _____ CALL NUMBER _____

APPROVED BY _____ DATE APPROVED _____

SPECIAL INSTRUCTIONS: City of Tucson/National IPA Contract-RFP#120377

QUANTITY	UNIT	ITEM NUMBER AND DETAIL DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	lot	Furnish and install Curry CA5000C 5000 gallon water truck conversion		$92,015.00
		on existing county owned Cat 725 6x6 Articulated Dump Truck.		
		Property number 58882. This will replace the existing water truck		
		Property number 42598.		
		This was advertised for 30 days PD15-16.027 and received no bids.		
			TOTAL	$92,015.00

COST CENTER: 230314 OBJECT CODE: 56401

April 7, 2016

Escambia County Solid Waste
Cantonment, Fl
Cust# 2681000

Thompson Tractor Company is pleased to offer the following attachment for your consideration.

One (1) Curry 5000 Gallon Water Tank

CA5000C Model / Capacity- CA5000/5,000 US gallons CAT 725
Tank Shell - 3/8" ASTM A36 steel bottom shell, 1/4" ASTM A36 steel top shell
Tank Ends - 1/4" ASTM A36 steel tank end caps
Tank Baffles - 1/4" ASTM A36 steel tank baffles (3)
Tank Runners - 1/2" ASTM A36 steel
Man-Way - (1) 30" Located at top of tank, removable trash grate
Man-Way Lid - None (standard)
Fenders - 3/16" ASTM-A36 steel mud flap brackets, heavy duty mud flaps
Ladder - Front mounted ladder
Lights - Stop/turn/back-up lights
Wiring - Truck-Lite wiring harness
Rear Mounts - Existing rear hinge pin assembly for rear mounts
Front Mounts - Use existing hydraulic dump cylinder mounts (No welding required)
Paint Color - Cat Yellow
Interior Tank Coating - Dupont Corlar
2 1 WTR-System-CA
T725
CA5000-C Water System - CAT 725
Water Pump - Berkeley 4x3 B3JRMBMS
Location - Rear mounted on pump platform
Sump - Sump box with 6" dump valve in front of pump platform and splash plate
Drive Type - Hydraulic driven (via chassis hydraulic system)
Spay System (Rear) - (2) Rear mounted independently operated spray valves (Hydraulic)
Spray System (Side) - (2) Side mounted independently operated spray valves, top of tank (Hydraulic)
Water Systems Controls - Cab mounted control console with individual control switches
Water Monitor - Elkhart water cannon (or equal), full remote controlled, straight bore nozzle,
mounted right front corner of tank
Hose Reel - Manual rewind hose reel, 50' x 1-1/2" hose, adjustable nozzle end, mounted at left rear of tank
3" Fill pipe, ball valve with male cam lock fitting

UNDER Spray line under coating for rock chip protection

$81,515 Tank price including above options

$ 4,500 Freight
$ 6,000 Installation in TTco shop

$92,015 total price delivered and installed on customer owned machine

Options, NOT included in final price
INCAB In cab water level display. $1,450.00
725-SUCTION Suction plumbing with Hale primer pump. $4,500.00
REAR-LIGHT Rear work lights/strobe package. $1,765.00
BU-CAMERA Rear back up camera. $1,450.00

Use of the Governmental Contract Initiative (GOV-13-TUCS) with the City of Tucson / National IPA Contract – RFP#120377.

Thompson Tractor Company

D. Rucker Brown

D. Rucker Brown
251-363-6266
ruckerbrown@thompsontractor.com

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10231 **County Administrator's Report** **12. 43.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: Financial Assistance for the Town of Century, Florida
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Financial Assistance for the Town of Century, Florida - Jack R. Brown, County Administrator

That the Board approve paying two invoices from Thompson Tractor Company, Inc., (RS3500018046, in the amount of $2,953 and RS3500018044, in the amount of $7,089.20) and two invoices from Republic Services (0808-000447084, in the amount of $16,688.34 and 0808-000442644, in the amount of $10,725) for the Town of Century, to aid in their recovery from the EF-3 tornado that hit the town on Monday, February 15, 2016.

[The invoices total $37,455.54. The funding will come from Reserves for Operating and be paid from Cost Center 110201]

BACKGROUND:

On Monday, February 15, 2016, the Town of Century was struck by an EF-3 tornado that had winds estimated to be up to 155 miles per hour that damaged or totally destroyed 109 structures. The Town of Century didn't have the approximate equipment to clean up the debris caused by the tornado, so they rented the equipment from Thompson Tractor Company, Inc., and hired Republic Services to remove the debris. The Town of Century thought that FEMA would reimburse them for expenses associated with the cleanup, but FEMA determined that the damage was not server enough to receive federal assistance.

BUDGETARY IMPACT:

The invoices total $37,455.54. The funding will come from Reserves for Operating and be paid from Cost Center 110201.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the County Administrator's Office will process the payment request.

Attachments

Thompson Tractor Company, Inc., Invoices

Republic Services Invoices

Thompson CAT THE Rental STORE

3317 Messer Airport Highway
Box 10367
Birmingham AL 35202
(205) 326-0334

INVOICE

Invoice No.:	RS3500016046
Invoice Date:	03-31-16
Customer No:	1485401
DOC/WO No:	C38409
Total Amount:	2953.00

PLEASE REMIT TO:

THOMPSON TRACTOR CO., INC.
PO Box 934005
Atlanta, GA 31193-4005

SOLD TO:
12198 1 MB 0.439 E0126 I0151 D1685596513 P3194884 0002:0002

TOWN OF CENTURY
7995 N CENTURY BLVD
CENTURY FL 32535-1621

SHIP TO:

ESCAMBIA CO FLORIDA
7894 ALGER ROAD
CENTURY, FLORIDA
TORNADO CLEAN UP

DOC DATE	CUSTOMER PURCHASE ORDER NUMBER	SHIP VIA	STORE	DIV	SALESMAN	TERMS	PC	LC	MC	INVOICE SEQ. NO.
02-24-16	TORNADO CLEAN UP		35	R	125	2			10	639573

MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH. ID. NO.
AA	305.5E2	EJX01236		66.0	ME1089

QUANTITY	ITEM	*NR	DESCRIPTION	UNIT PRICE	EXTENSION

CUSTOMER CONTACT: PAT JOHNSON

APR 06 2016

	EQUIPMENT RENTAL	FROM 02/24/16 THRU 03/22/16	
	CATERPILLAR	MODEL 305.5E2	
	MINI EXCAVATOR		
1.0	ID NO: ME1089	SERIAL NO: 0EJX01236	2650.00
1.0	ID NO: METH164	SERIAL NO: TH150302606	
1.0	ID NO: MED2460	SERIAL NO: HD150205235	
1.0	DELIVERY CHARGE		125.00
1.0	PICKUP		125.00
1.0	EPA		53.00
		USD	2953.00

SAVE TIME AND MONEY WITH OUR FREE E-INVOICING SERVICE!
You can now receive invoices faster with email or fax invoice delivery! With email delivery, your invoices are sent once per day in one, easy to open file. You can even download your invoice data directly into your accounting package (such as QuickBooks or Peachtree). With fax delivery, you get all of your invoices once per day. To sign up, contact InvoiceDesk@ThompsonTractor.com or use the enrollment information at the bottom of your invoice.

For a complete list of branches, please visit www.thompsontractor.com.

TERMS: PAYMENT DUE END OF FOLLOWING MONTH AFTER INVOICE DATE, 1.5% PER MONTH LATE PAYMENT CHARGE.
WITHIN 30 DAYS, PROVIDED OUR INVOICE NUMBERS ARE FURNISHED, ITEMS QUALIFYING FOR RETURN UNDER OUR PRESENT POLICY MAY BE RETURNED.
* INDICATOR IN N/R COLUMN IDENTIFIES NON RETURNABLE ITEMS.

Thank You!

PAY THIS AMOUNT	2953.00
CREDIT AMOUNT	

TO VIEW ONLINE GO TO:	http://thompsontractor.billtrust.com	USE THIS ENROLLMENT CODE:	QKX LMK GSX

0002:0002

Thompson CAT The Rental Store

3317 Messer Airport Highway
Box 10367
Birmingham AL 35202
(205) 326-0334

INVOICE

Invoice No.:	RS3500018044
Invoice Date:	03-31-16
Customer No:	1485401
DOC/WO No:	C38356
Total Amount:	7089.20

PLEASE REMIT TO:

THOMPSON TRACTOR CO., INC.
PO Box 934005
Atlanta, GA 31193-4005

SOLD TO:
12198 1 MB 0.439 E0126X I0150 D1685596504 P3194884 0001:0002

TOWN OF CENTURY
7995 N CENTURY BLVD
CENTURY FL 32535-1621

SHIP TO:

ESCAMBIA CO FLORIDA
7894 ALGER ROAD
CENTURY, FLORIDA
TOWN OF CENTURY MAINTENANCE SHOP
TORNADO CLEAN UP

DOC DATE	CUSTOMER PURCHASE ORDER NUMBER	SHIP VIA	STORE	DIV	SALESMAN	TERMS	PC	LC	MC	INVOICE SEQ. NO.
02-23-16	TORNADO CLEAN UP		35	R	125	2			10	639568

MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH. ID. NO.
AA	259D CABW	FTL06513		20.0	CTL1078

QUANTITY	ITEM	*NR	DESCRIPTION	UNIT PRICE	EXTENSION

CUSTOMER CONTACT: PAT JOHNSON

APR 06 2016

	EQUIPMENT RENTAL	FROM 02/24/16 THRU 03/22/16	
	CATERPILLAR	MODEL 259D CABW	
	COMPACT TRACK LOADER		
1.0	ID NO: CTL1078	SERIAL NO: 0FTL06513	2200.00
	EQUIPMENT RENTAL	FROM 02/24/16 THRU 03/22/16	
	CATERPILLAR	MODEL 279D	
	COMPACT TRACK LOADER		
1.0	ID NO: CTL565	SERIAL NO: 0GTL00877	2960.00
1.0	ID NO: SLGRA637	SERIAL NO: KA1541	650.00
	GRAPPLE BUCKET		
1.0	ID NO: SLGRA680	SERIAL NO: 65SSIG002750	650.00
1.0	DELIVERY CHARGE		250.00
1.0	PICKUP		250.00
1.0	EPA		129.20
		USD	7089.20

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* INDICATOR IN N/R COLUMN IDENTIFIES NON RETURNABLE ITEMS.

Thank You!

PAY THIS AMOUNT	7089.20
CREDIT AMOUNT	

TO VIEW ONLINE GO TO:	http://thompsontractor.billtrust.com	USE THIS ENROLLMENT CODE:	QKX LMK GSX

0001:0002

REPUBLIC SERVICES

3720 Varner Drive
Mobile AL 36693-564545

A division of REPUBLIC SERVICES

Account Summary

Account Number	3-0808-0001168
Invoice Date	March 31, 2016
Invoice Number	0808-000447084
Previous Balance	$10,044.03
Payments/Adjustments	$0.00
Unpaid Balance	$10,044.03
Current Invoice Charges	$16,688.34

Pay This Amount

$26,732.37

Due By: 04/20/16

Contact Information

Customer Service	(800) 867-8921
Customer Service	(251) 809-0800

Important Information

If you have any questions or concerns, please call 1-800-867-8921 or email us at CGulfCoast@republicservices.com. Managing your account is now easier than ever - visit the Apple App Store or Google Play to download "My Resource App" or visit www.republicservices.com for more information about your account and/or services.

Manage your account online 24/7, on any device with My Resource. Visit republiconline.com to get started.

TOWN OF CENTURY

Invoice

Managing your account is now easier than ever with the My Resource App. Free download on the App Store or Google Play.

Current Invoice Charges

Town Of Century (maint Shop) 7860 Alger Rd (L1) CSA CINPUT Century, FL

Contract: 9983007 (C3)

1 - Rolloff (30 Yd) On Call Service (S1)

Date	Description	Reference	Quantity	Unit Price	Amount
03/31	Rental 03/01/16-03/31/16			$63.34	$63.34

Town Of Century <temps> 7995 N Century Blvd (L5) CSA C02191601 Century, FL

8 - Rolloff (30 Yd) On Call Service (S1)

Date	Description	Reference	Quantity	Unit Price	Amount
03/01	Basic Service Ticket# 916702				$250.00
03/01	Basic Service Ticket#916696				$250.00
03/01	Basic Service Receipt Number 37079	Driver Db	1.0000	$250.00	$250.00
03/01	Basic Service Receipt Number 37080	Driver Db	1.0000	$250.00	$250.00
03/01	Basic Service Receipt Number 37081	Driver Db	1.0000	$250.00	$250.00
03/01	Basic Service Receipt Number 37073	T Betts	1.0000	$250.00	$250.00
03/01	Basic Service Receipt Number 37074	T Betts	1.0000	$250.00	$250.00
03/01	Basic Service Receipt Number 37075	T Betts	1.0000	$250.00	$250.00
03/01	Basic Service Receipt Number 37083	Driver Guida	1.0000	$250.00	$250.00
03/01	Basic Service Receipt Number 37084	Driver Guida	1.0000	$250.00	$250.00
03/02	Basic Service Receipt Number 37139	Driver Wb	1.0000	$250.00	$250.00
03/02	Basic Service Receipt Number 37140	Driver Wb	1.0000	$250.00	$250.00
03/02	Basic Service	Driver Db	1.0000	$250.00	$250.00

CURRENT	30 DAYS	60 DAYS	90+ DAYS
16,688.34	10,044.03	0.00	0.00

Past Due Balance $10,044.03

I M RTD

- With My Resource you can schedule a pickup, pay your bill and discover new services - all with a touch of a button. Visit republiconline.com to get started.
- Please see reverse side for terms and conditions.

REPUBLIC SERVICES

3720 Varner Drive
Mobile AL 36693-564545

Please Return This Portion With Payment

Pay This Amount	$26,732.37
Account Number	3-0808-0001168
Invoice Date	March 31, 2016
Invoice Number	0808-000447084
Payment Due Date	April 20, 2016

Total Enclosed

☐ For Billing Address Changes, Check Box and Complete Reverse.

Return Service Requested

Make Checks Payable To:

TOWN OF CENTURY
7995 N CENTURY BLVD
CENTURY FL 32535-1621

REPUBLIC SERVICES #808
PO BOX 9001099
LOUISVILLE KY 40290-1099

30808000116800000004470840016688340026732377

Check Processing: In accordance with Federal Reserve Board guidelines, when you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. For further information visit: www.electronicpayments.org and click on the Check Conversion tab.

If service is canceled during a billing cycle, the customer will remain responsible for all charges, fees and taxes through the end of the billing cycle. There will be no proration of billing, and the customer will not be entitled to a refund for the period between the notice of termination and the end of the current billing cycle. This provision will not apply if it is contrary to a current franchise agreement, municipal contract, or other written contract applicable to this account or is otherwise prohibited by law.

The Company reserves the right to require that payment for services be made only by check, credit card or money order, unless otherwise required by contract or applicable law.

BILLING ADDRESS CHANGE		
Address		
City	State	Zip
Phone	Alternate Phone	

REPUBLIC SERVICES

TOWN OF CENTURY

Account Number	3-0808-0001168
Invoice Date	March 31, 2016
Invoice Number	0808-000447084

Republic Services #808
3720 Varner Drive
Mobile AL 36693-564545

Current Invoice Charges

Date	Description		Reference	Quantity	Unit Price	Amount
	Receipt Number	37148				
03/02	Basic Service		Driver Db	1.0000	$250.00	$250.00
	Receipt Number	37149				
03/02	Basic Service		Driver Db	1.0000	$250.00	$250.00
	Receipt Number	37150				
03/02	Basic Service		Ed Guida	1.0000	$250.00	$250.00
	Receipt Number	37153				
03/02	Basic Service		Ed Guida	1.0000	$250.00	$250.00
	Receipt Number	37154				
03/02	Basic Service		T Betts	1.0000	$250.00	$250.00
	Receipt Number	37155				
03/02	Basic Service		T Betts	1.0000	$250.00	$250.00
	Receipt Number	37156				
03/03	Basic Service		Driver Wb	1.0000	$250.00	$250.00
	Receipt Number	37185				
03/03	Basic Service		Driver Wb	1.0000	$250.00	$250.00
	Receipt Number	37186				
03/03	Basic Service		Driver Wb	1.0000	$250.00	$250.00
	Receipt Number	37187				
03/03	Basic Service		Driver Wb	1.0000	$250.00	$250.00
	Receipt Number	37188				
03/03	Basic Service		T Betts	1.0000	$250.00	$250.00
	Receipt Number	37175				
03/03	Basic Service		T Betts	1.0000	$250.00	$250.00
	Receipt Number	37176				
03/03	Basic Service		T Betts	1.0000	$250.00	$250.00
	Receipt Number	37177				
03/04	Basic Service		Driver Ps	1.0000	$250.00	$250.00
	Receipt Number	37238				
03/04	Basic Service		Driver T Betts	1.0000	$250.00	$250.00
	Receipt Number	37239				
03/04	Basic Service		Driver T Betts	1.0000	$250.00	$250.00
	Receipt Number	37240				
03/07	Basic Service		Driver Kh	1.0000	$250.00	$250.00
	Receipt Number	37332				
03/07	Basic Service		Driver Kh	1.0000	$250.00	$250.00
	Receipt Number	37333				
03/07	Basic Service		Driver Kh	1.0000	$250.00	$250.00
	Receipt Number	37334				
03/07	Basic Service		Driver Kh	1.0000	$250.00	$250.00
	Receipt Number	37335				
03/07	Basic Service		Driver T Betts	1.0000	$250.00	$250.00
	Receipt Number	37297				
03/07	Basic Service		Driver T Betts	1.0000	$250.00	$250.00
	Receipt Number	37298				
03/08	Basic Service		Driver Ps	1.0000	$250.00	$250.00
	Receipt Number	37398				
03/08	Basic Service		Driver Ps	1.0000	$250.00	$250.00
	Receipt Number	37399				
03/08	Basic Service		Driver Ps	1.0000	$250.00	$250.00
	Receipt Number	37400				
03/08	Basic Service		Driver Kh	1.0000	$250.00	$250.00
	Receipt Number	37392				
03/08	Basic Service		Driver Kh	1.0000	$250.00	$250.00
	Receipt Number	37393				
03/08	Basic Service		Driver Kh	1.0000	$250.00	$250.00
	Receipt Number	37394				

REPUBLIC SERVICES

TOWN OF CENTURY

Account Number	3-0808-0001168
Invoice Date	March 31, 2016
Invoice Number	0808-000447084

Republic Services #808
3720 Varner Drive
Mobile AL 36693-564545

Current Invoice Charges

Date	Description		Reference	Quantity	Unit Price	Amount
03/09	Basic Service		Driver Wb	1.0000	$250.00	$250.00
	Receipt Number	37425				
03/09	Basic Service		Driver Wb	1.0000	$250.00	$250.00
	Receipt Number	37426				
03/09	Basic Service		Driver Kh	1.0000	$250.00	$250.00
	Receipt Number	37423				
03/09	Basic Service		Driver Kh	1.0000	$250.00	$250.00
	Receipt Number	37424				
03/10	Basic Service		Driver Db	1.0000	$250.00	$250.00
	Receipt Number	37485				
03/10	Basic Service		Driver Kh	1.0000	$250.00	$250.00
	Receipt Number	37483				
03/10	Basic Service		Driver Kh	1.0000	$250.00	$250.00
	Receipt Number	37484				
03/11	Basic Service		Driver Kh	1.0000	$250.00	$250.00
	Receipt Number	37524				
03/11	Basic Service		Driver Kh	1.0000	$250.00	$250.00
	Receipt Number	37525				
03/14	Basic Service		Driver Wb	1.0000	$250.00	$250.00
	Receipt Number	37593				
03/18	Basic Service		Driver Wb	1.0000	$250.00	$250.00
	Receipt Number	37915				
03/18	Basic Service		Driver Wb	1.0000	$250.00	$250.00
	Receipt Number	37916				
03/18	Basic Service		Driver Db	1.0000	$250.00	$250.00
	Receipt Number	37907				
03/21	Basic Service		Driver Kh	1.0000	$250.00	$250.00
	Receipt Number	38006				
03/24	Basic Service		Larry	1.0000	$250.00	$250.00
	Receipt Number	38120				
03/24	Basic Service		Larry	1.0000	$250.00	$250.00
	Receipt Number	38127				
03/24	Basic Service		Larry	1.0000	$250.00	$250.00
	Receipt Number	38128				
03/29	Basic Service		Driver Wb	1.0000	$250.00	$250.00
	Receipt Number	38322				
03/29	Basic Service		Corey	1.0000	$250.00	$250.00
	Receipt Number	38355				
03/30	Basic Service		Driver Wb	1.0000	$250.00	$250.00
	Receipt Number	38375				

1 - Rolloff (40 Yd) On Call Service (S2)

Date	Description		Reference	Quantity	Unit Price	Amount
03/01	Basic Service					$275.00
	Ticket#916692					
03/01	Basic Service		Driver Gulda	1.0000	$275.00	$275.00
	Receipt Number	37085				
03/02	Basic Service		T Betts	1.0000	$275.00	$275.00
	Receipt Number	37157				
03/08	Basic Service		Driver Ps	1.0000	$275.00	$275.00
	Receipt Number	37402				
03/10	Basic Service		Driver Db	1.0000	$275.00	$275.00
	Receipt Number	37486				

Current Invoice Charges **$16,688.34**

REPUBLIC SERVICES

3720 Varner Drive
Mobile AL 36693-564545

A division of REPUBLIC SERVICES

Account Summary

Account Number	3-0808-0001168
Invoice Date	February 29, 2016
Invoice Number	0808-000442644
Previous Balance	$1,089.38
Payments/Adjustments	-$1,770.35
Unpaid Balance	-$680.97
Current Invoice Charges	$10,725.00

Pay This Amount

$10,044.03

Due By: 03/20/16

Contact Information

Customer Service	(800) 867-8921
Customer Service	(251) 809-0800

Important Information

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TOWN OF CENTURY

Invoice

Managing your account is now easier than ever with the My Resource App. Free download on the App Store or Google Play.

Payments/Adjustments

Date	Description	Reference	Amount
02/29	Payment - Thank You	5788	-$1,089.38
02/23	Inv# 000440203 Dated 01/31/16 For Site 00001 Service Group 02 Re: Basic Service		-$264.90
02/23	Inv# 000440203 Dated 01/31/16 For Site 00002 Service Group 01 Re: Basic Service		-$264.90
02/23	Inv# 000440203 Dated 01/31/16 For Site 00002 Service Group 02 Re: Basic Service		-$18.72
02/23	Inv# 000440203 Dated 01/31/16 For Site 00003 Service Group 01 Re: Basic Service		-$132.45

Current Invoice Charges

Town Of Century (maint Shop) 7860 Alger Rd (L1) CSA CINPUT Century, FL

Contract: 9983007 (C3)

1 - Rolloff (30 Yd) On Call Service (S1)

Date	Description	Reference	Quantity	Unit Price	Amount
02/22	Basic Service Receipt Number 36660	Angela	1.0000	$147.47	$250.00

Contract: 9983007 (C2)

1 - Front Load (6 Yd) Scheduled Service (S2)

Date	Description	Reference	Quantity	Unit Price	Amount
02/29	Basic Service 03/01/16-03/31/16		1.0000	$264.90	-$264.90
02/29	Basic Service 03/01/16-03/31/16			$264.90	$264.90

Town Of Century (sewer Plant) 7360 Jefferson Ave (L2) CSA CINPUT Century, FL

Contract: 9983007 (C2)

1 - Front Load (6 Yd) Scheduled Service (S1)

CURRENT	30 DAYS	60 DAYS	90+ DAYS
10,725.00	-680.97	0.00	0.00

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- Please see reverse side for terms and conditions.

REPUBLIC SERVICES

3720 Varner Drive
Mobile AL 36693-564545

Return Service Requested

Please Return This Portion With Payment

Pay This Amount	$10,044.03
Account Number	3-0808-0001168
Invoice Date	February 29, 2016
Invoice Number	0808-000442644
Payment Due Date	March 20, 2016

Total Enclosed

☐ For Billing Address Changes, Check Box and Complete Reverse.

Make Checks Payable To:

REPUBLIC SERVICES #808
PO BOX 9001099
LOUISVILLE KY 40290-1099

TOWN OF CENTURY
7995 N CENTURY BLVD
CENTURY FL 32535-1621

30808000116800000004426440010725000010044035

Check Processing: In accordance with Federal Reserve Board guidelines, when you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. For further information visit: www.electronicpayments.org and click on the Check Conversion tab.

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BILLING ADDRESS CHANGE		
Address		
City	State	Zip
Phone	Alternate Phone	

REPUBLIC SERVICES

TOWN OF CENTURY

Account Number	3-0808-0001168
Invoice Date	February 29, 2016
Invoice Number	0808-000442644

Republic Services #808
3720 Varner Drive
Mobile AL 36693-564545

Current Invoice Charges

Date	Description	Reference	Quantity	Unit Price	Amount
02/29	Basic Service 03/01/16-03/31/16		1.0000	$264.90	-$264.90
02/29	Basic Service 03/01/16-03/31/16			$264.90	$264.90

Shoal Walter Park 7890 Kelly Field Rd (L3) CSA CINPUT Century, FL

Contract: 9983007 (C2)

1 - Front Load (6 Yd) Scheduled Service (S1)

Date	Description	Reference	Quantity	Unit Price	Amount
02/29	Basic Service 03/01/16-03/31/16		1.0000	$132.45	-$132.45
02/29	Basic Service 03/01/16-03/31/16			$132.45	$132.45

Town Of Century <temps> 7995 N Century Blvd (L5) CSA C02191601 Century, FL

8 - Rolloff (30 Yd) On Call Service (S1)

Date	Description	Reference	Quantity	Unit Price	Amount
02/24	Basic Service	Driver Kh	1.0000	$250.00	$275.00
	Receipt Number 36839	Ticket#916628...40yd Haul			
02/24	Basic Service	Driver Kh	1.0000	$250.00	$250.00
	Receipt Number 36840				
02/24	Basic Service	Driver Kh	1.0000	$250.00	$250.00
	Receipt Number 36841				
02/24	Basic Service	Driver C Lewis	1.0000	$250.00	$250.00
	Receipt Number 36849				
02/24	Basic Service	Driver C Lewis	1.0000	$250.00	$250.00
	Receipt Number 36850				
02/25	Basic Service	Driver Db	1.0000	$250.00	$250.00
	Receipt Number 36938				
02/25	Basic Service	Driver Db	1.0000	$250.00	$250.00
	Receipt Number 36939				
02/25	Basic Service	Driver Db	1.0000	$250.00	$250.00
	Receipt Number 36940				
02/25	Basic Service	Driver Db	1.0000	$250.00	$250.00
	Receipt Number 36941				
02/25	Basic Service	Driver Db	1.0000	$250.00	$250.00
	Receipt Number 36942				
02/25	Basic Service	Driver Db	1.0000	$250.00	$250.00
	Receipt Number 36943				
02/25	Basic Service	Driver Kh	1.0000	$250.00	$250.00
	Receipt Number 36929				
02/25	Basic Service	Driver Kh	1.0000	$250.00	$250.00
	Receipt Number 36930				
02/25	Basic Service	Driver Kh	1.0000	$250.00	$250.00
	Receipt Number 36931				
02/25	Basic Service	Driver Kh	1.0000	$250.00	$250.00
	Receipt Number 36932				
02/25	Basic Service	Driver Gy	1.0000	$250.00	$250.00
	Receipt Number 36934				
02/25	Basic Service	Driver Gy	1.0000	$250.00	$250.00
	Receipt Number 36935				
02/25	Basic Service	Driver Gy	1.0000	$250.00	$250.00
	Receipt Number 36936				
02/25	Basic Service	Driver Gy	1.0000	$250.00	$250.00
	Receipt Number 36937				
02/25	Basic Service	Driver Rj	1.0000	$250.00	$250.00

REPUBLIC SERVICES

TOWN OF CENTURY

Account Number	3-0808-0001168
Invoice Date	February 29, 2016
Invoice Number	0808-000442644

Republic Services #808
3720 Varner Drive
Mobile AL 36693-564545

Current Invoice Charges

Date	Description		Reference	Quantity	Unit Price	Amount
	Receipt Number	36898				
02/25	Basic Service		Driver Rj	1.0000	$250.00	$275.00
	Receipt Number	36899	Ticket#916657 40yd Haul			
02/26	Basic Service		Driver Wb	1.0000	$250.00	$250.00
	Receipt Number	36967				
02/26	Basic Service		Driver Wb	1.0000	$250.00	$250.00
	Receipt Number	36968				
02/26	Basic Service		Driver Wb	1.0000	$250.00	$250.00
	Receipt Number	36969				
02/26	Basic Service		Driver Wb	1.0000	$250.00	$250.00
	Receipt Number	36970				
02/26	Basic Service		Driver Db	1.0000	$250.00	$250.00
	Receipt Number	36983				
02/26	Basic Service		Driver Db	1.0000	$250.00	$250.00
	Receipt Number	36984				
02/26	Basic Service		Driver Db	1.0000	$250.00	$250.00
	Receipt Number	36985				
02/26	Basic Service		Driver Db	1.0000	$250.00	$250.00
	Receipt Number	36986				
02/26	Basic Service		Driver Ps	1.0000	$250.00	$250.00
	Receipt Number	36989				
02/26	Basic Service		Driver Ps	1.0000	$250.00	$250.00
	Receipt Number	36990				
02/26	Basic Service		Driver Ps	1.0000	$250.00	$250.00
	Receipt Number	36991				
02/26	Basic Service		Driver Ps	1.0000	$250.00	$250.00
	Receipt Number	36992				
02/26	Basic Service		Driver Ps	1.0000	$250.00	$250.00
	Receipt Number	36993				

1 - Rolloff (40 Yd) On Call Service (S2)

Date	Description		Reference	Quantity	Unit Price	Amount
02/25	Basic Service		Driver Kh	1.0000	$275.00	$275.00
	Receipt Number	36933				
02/25	Basic Service		Driver Rj	1.0000	$275.00	$275.00
	Receipt Number	36900				
02/25	Basic Service		Driver Rj	1.0000	$275.00	$275.00
	Receipt Number	36901				
02/26	Basic Service		Driver Db	1.0000	$275.00	$275.00
	Receipt Number	36987				
02/29	Basic Service		Driver Wb	1.0000	$275.00	$275.00
	Receipt Number	37008				
02/29	Basic Service		Driver Tk	1.0000	$275.00	$275.00
	Receipt Number	37006				
02/29	Basic Service		Driver Tk	1.0000	$275.00	$275.00
	Receipt Number	37007				

Current Invoice Charges **$10,725.00**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10234 **County Administrator's Report** **12. 44.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: Issue Purchase Order on Contract PD 14-15.064 "General Paving and Drainage Agreement"
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Issuance of Purchase Order on Contract for the Montclair Group Resurfacing Project, Phase I - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the issuance of a Purchase Order to Panhandle Grading and Paving, Inc., in the amount of $348,004.70, on Contract PD 14-15-064, "General Paving and Drainage Pricing Agreement," for the Montclair Group Resurfacing Project, Phase I.

[Funding Source: Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Project #08EN0208]

BACKGROUND:

A Purchase Order will be issued on Contract PD 14-15.064 "General Paving and Drainage Pricing Agreement" to Panhandle Grading and Paving, Inc. This Purchase Order is for the Montclair Group Resurfacing Project that includes resurfacing Guerlain Way, Florelle Way, Ellysee Way and Deauville Way.

BUDGETARY IMPACT:

Funds are available in Fund 352 "LOST III", Cost Center 210107, Object Code 56301, Project 08EN0208.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of the recommendation, a requisition will be transmitted to the Office of Purchasing for Processing

---

Attachments

Backup for PO

Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name:	Montclair Group Resurfacing Phase I
Project ID:	ENG770
Location:	Montclair
Project Manager:	Cooper Saunders
Date:	4/26/2016

Jay Jones

Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

Requesting funds in the amount of $348,004.70 to Panhandle Grading and Paving, Inc to mill 1.5"-3" of existing asphalt and install 1.5" of SP12.5 asphalt to the following roadways: Guerlain Way, Florelle Way, Ellysee Way, and Deauville Way (see backup documentation for complete quantities).

14-15.064.8e

Attached backup documentation		page (s).
RFF/NTP Start Date	5/9/2016	or Upon Issuance of Notice to Proceed
Time shall be increased/decreased by	60	calendar days.
	7/8/2016	Completion date

			Obligated	Required
Balance of CIP Project				
Funds for Original Construction Contract				
Funds for Construction CO#				
Contract PD	Contractor			
Funds for Original Task Order				
Funds for Addendum #				
Task Order PD	Consultant			
Funds for Original Work Order				
Funds for Change Order #				
Contract PD	Contractor	Panhandle Grading and Paving, Inc	$ 348,004.70	
Funds for Contingency	Consultant			
Funds for Permit Fees	Agency			
Funds for Land Purchases	Owner			
Funds for Title Work	Company			
Contract PD	Contractor			
Funds for				
New Balance of CIP Project			$ (348,004.70)	

please prepare req

210107 | 5634
08CN0208

R Lambert 4-26-16

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name		Amount
From:			Resurfacing	obl 18	348004.70
To:			"	exp	348004.70

Transfer

County Engineer Signature

Transferred by R Lambert

Transfer Date 4/26/16

Posted to Expedition
Date:

recd 4-26-16

H:\ENG\FileSystem\Projects\R_Resurfacing\15-16 Paving\Montclair Group Resurfacing Ph I\RFF.xlsx

Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505

Capital Improvement Projects - Work Order (WO)

1.) Date: 4/22/2016

2.) Project name: Montclair Group Resurfacing Phase I

3.) Contract No: 14-15.0640 SE

4.) Description of Services to be Performed:
Requesting funds in the amount of $348,004.70 to Panhandle Grading and Paving, Inc to mill 1.5"-3" of existing asphalt and install 1.5" of SP12.5 asphalt to the following roadways: Guerlain Way, Florelle Way, Ellysee Way, and Deauville Way (see backup documentation for complete quantities).

5.) Negotiated Cost of Construction: $ $ 348,004.70

6.) Location Work is to be Performed:

Montclair

7.) Period of Time Services are to be Accomplished:
Starting Date of Work: 5/9/2016 or Upon Issuance of Notice to Proceed
Days to Complete 60
Completion Date of Work 7/8/2016

Schedule for Work Requested and Received

Project Manager — Date: 4-22-16

Work Order Approved

Division Chief — Date:

Negotiated Work Order Accepted

Contractor Representative — Date: 4/25/16

Work Order Completed

Contractor Representative — Date:

C:\Users\jeduncan\Desktop\montclair\RFF.xlsx

Project Name						
Date		PD14-15.064 General Paving and Drainage Pricing Agreement			Panhandle Grading & Paving	
		Valid From October 1, 2015 till September 30, 2016				
Section	Category	Sub-Category	Quantity	Units	Unit Price	Ext Cost
01000-	*Insurance*					
01100-	00100	Performance Bond				
01100-	00101	Performance Bond		Per $1000	$11.50	$0.00
02000-	*Equipment*					
02100-	00100	Mobilization				
02100-	00101	Mobilization, 0 - 15 Miles	1	EA	$2,350.00	$2,350.00
03100-	00108	Remove Sand, Silt, & Vegetation From Existing Curb and Gutter	22724	LF	$0.20	$4,544.80
04100-	00110	Final grading and seal rolling prior to paving	30299	SY	$0.75	$22,724.25
05200-	00104	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, over 1500sy	30299	SY	$5.65	$171,189.35
05600-	00104	Mill Existing Asphalt, 1.5" - 3" Thickness, over 1500sy	30299	SY	$1.00	$30,299.00
07100-	00102	Construct 3 5/8" Speed Table, includes Street Print, White Temporary, and Thermoplastic Pavement Markings as per County Detail and MUTCD	15	EA	$4,830.00	$72,450.00
07100-	00107	Remove Existing Speed Hump	15	EA	$600.00	$9,000.00
07200-	00117	Temporary Stop Bar	200	LF	$4.40	$880.00
07300-	00117	Thermoplastic Stop Bar	200	LF	$7.70	$1,540.00
07300-	00147	Reflective Pavement Markers	15	EA	$6.05	$90.75
07600-	00101	Develop and provide an approved MOT traffic safety plan both map type and written type by a Certified Work Zone Safety Traffic Supervisor	1	EA	$1,000.00	$1,000.00
09100-	00908	Adjust Existing Manhole Tops (Rings and Boxes To Be Provided By Contractor) includes concrete collar	26	EA	$605.00	$15,730.00
			Sub Totals			$331,798.15
07900-	00100	MOT Based on section 07900-00100 and sub total of project				$12,250.00
01100-	00100	Performance and Payment Bond (Required for projects over $25,000.00)				$3,956.55
			Grand Total			$348,004.70
		Balance of Line (may not exceed 25% of total cost)	**Qty**	**Units**		
						$0.00
		Balance of Line Total				$0.00
		Additional Performance and Payment Bond				$0.00
		Revised Grand Total with BOL				$348,004.70

Calculations verified 4-26-16

Mitchell Group Resurfacing Phase I		PD14-15.064 General Paving and Drainage Pricing Agreement			Allsouth Construction Services		Chavers Construction		Gulf Atlantic Constructors		Heston Brothers		Infrastructure Speciality Services		J. Miller Construction		Midsouth Paving		Panhandle Grading & Paving		Roads, Inc. of NWF		Utility Services Company	
ENG770		Valid From October 1, 2015 till September 30, 2016																						
Section	Category	Sub-Category	Quantity	Units	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost	Unit Price	Ext Cost
01000-	*Insurance*																							
01100-	00100	Performance Bond																						
01100-	00101	Performance Bond		Per $1000	$30.00	$0.00	$20.00	$0.00	$25.00	$0.00	$29.00	$0.00	$20.00	$0.00	$20.00	$0.00	$9.00	$0.00	$11.50	$0.00	$10.00	$0.00	$12.00	$0.00
02000-	*Equipment*																							
02100-	00100	Mobilization																						
02100-	00101	Mobilization, 0 - 15 Miles	1	EA	$2,050.00	$2,050.00	$2,750.00	$2,750.00	$2,000.00	$2,000.00	$1,800.00	$1,800.00	$1,500.00	$1,500.00	$2,500.00	$2,500.00	$1,600.00	$1,600.00	$2,350.00	$2,350.00	$1,500.00	$1,500.00	$2,875.00	$2,875.00
03100-	00108	Remove Sand, Silt, & Vegetation From Existing Curb and Gutter	22724	LF	$1.75	$39,767.00	$1.15	$26,132.60	$0.30	$6,817.20	$5.00	$113,620.00	$2.50	$56,810.00	$0.75	$17,043.00	$0.30	$6,817.20	$0.20	$4,544.80	$0.25	$5,681.00	$2.50	$56,810.00
04100-	00110	Final grading and seal rolling prior to paving	30299	SY	$1.50	$45,448.50	$1.50	$45,448.50	$2.25	$68,172.75	$1.50	$45,448.50	$3.50	$106,046.50	$1.50	$45,448.50	$6.00	$181,794.00	$0.75	$22,724.25	$0.88	$26,663.12	$2.00	$60,598.00
05200-	00104	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, over 1500sy	30299	SY	$8.50	$257,541.50	$8.50	$257,541.50	$7.75	$234,817.25	$7.60	$230,272.40	$16.00	$484,784.00	$7.00	$212,093.00	$6.85	$207,548.15	$5.65	$171,189.35	$5.75	$174,219.25	$7.19	$217,848.81
05600-	00104	Mill Existing Asphalt, 1.5" - 3" Thickness, over 1500sy	30299	SY	$3.53	$106,955.47	$4.00	$121,196.00	$2.50	$75,747.50	$5.00	$151,495.00	$8.00	$242,392.00	$3.50	$106,046.50	$4.20	$127,255.80	$1.00	$30,299.00	$1.45	$43,933.55	$4.41	$133,616.59
07100-	00102	Construct 3.5/6" Speed Table, includes Street Print, White Temporary, and Thermoplastic Pavement Markings as per County Detail and MUTCD	15	EA	$5,516.00	$82,770.00	$3,000.00	$45,000.00	$8,550.00	$128,250.00	$5,500.00	$82,500.00	$7,000.00	$105,000.00	$4,950.00	$74,250.00	$5,500.00	$82,500.00	$4,830.00	$72,450.00	$4,950.00	$74,250.00	$788.00	$11,820.00
07100-	00107	Remove Existing Speed Hump	15	EA	$666.70	$10,300.50	$595.00	$8,925.00	$800.00	$12,000.00	$500.00	$7,500.00	$1,000.00	$15,000.00	$600.00	$9,000.00	$1,200.00	$18,000.00	$600.00	$9,000.00	$600.00	$9,000.00	$750.00	$11,250.00
07200-	00117	Temporary Stop Bar	200	LF	$3.87	$774.00	$3.00	$600.00	$4.40	$880.00	$5.00	$1,000.00	$5.00	$1,000.00	$4.40	$880.00	$4.80	$960.00	$4.40	$880.00	$4.05	$810.00	$4.20	$840.00
07300-	00117	Thermoplastic Stop Bar	200	LF	$6.05	$1,210.00	$8.00	$1,600.00	$7.50	$1,500.00	$15.00	$3,000.00	$11.00	$2,200.00	$8.00	$1,600.00	$228.00	$45,600.00	$7.70	$1,540.00	$7.08	$1,416.00	$7.35	$1,470.00
07300-	00147	Reflective Pavement Markers	15	EA	$6.27	$94.05	$6.00	$90.00	$5.75	$86.25	$12.00	$180.00	$9.00	$135.00	$6.50	$97.50	$342.00	$5,130.00	$6.05	$90.75	$5.55	$83.25	$5.78	$86.70
07600-	00101	Develop and provide an approved MOT traffic safety plan both map type and written type by a Certified Work Zone Safety Traffic Supervisor	1	EA	$1,450.00	$1,450.00	$1,250.00	$1,250.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$800.00	$800.00	$1,800.00	$1,800.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$700.00	$700.00
09100-	00908	Adjust Existing Manhole Tops (Rings and Boxes To Be Provided By Contractor) Includes concrete collar	26	EA	$720.00	$18,720.00	$750.00	$19,500.00	$800.00	$20,800.00	$850.00	$22,100.00	$850.00	$22,100.00	$650.00	$16,900.00	$900.00	$23,400.00	$605.00	$15,730.00	$550.00	$14,300.00	$750.00	$19,500.00
			Sub Totals			$567,081.00		$530,033.60		$552,570.95		$660,415.90		$1,038,467.50		$480,658.50		$702,405.15		$331,798.15		$352,856.17		$517,416.10
07900-	00100	MOT Based on section 07900-00100 and sub total of project				$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$12,250.00		$0.00		$0.00
01100-	00100	Performance and Payment Bond (Required for projects over $25,000.00				$17,012.43		$10,600.67		$13,814.27		$16,510.40		$20,769.35		$9,733.17		$6,321.65		$3,956.55		$3,528.56		$6,209.62
			Grand Total			$584,093.45		$540,634.27		$566,385.22		$676,926.30		$1,059,236.85		$490,391.67		$708,726.80		$348,004.70		$356,384.73		$523,627.12
		Balance of Line (may not exceed 25% of total cost)	Qty	Units																				
						$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
		Balance of Line Total				$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
		Additional Performance and Payment Bond				$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
		Revised Grand Total with BOL				$584,093.45		$540,634.27		$566,385.22		$676,926.30		$1,059,236.85		$490,391.67		$708,726.80		$348,004.70		$356,384.73		$523,627.12

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

27. PD 14-15.064

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, amending the Board's action of September 24, 2015, awarding an Indefinite Quantity, Indefinite Delivery Multiple Awards Contract PD 14-15.064, for General Paving and Drainage, for a term of 36 months to the following contractors, for an estimated annual amount of $3,000,000, to each contractor, which was based on the Attorney's Standard Form of Contract, to instead approve the award of an Indefinite Quantity, Indefinite Delivery Multiple Awards Contract PD 14-15.064, for a term of 36 months for the estimated annual amount of $3,000,000, to each of the following contractors, and approve the General Paving and Drainage Agreement PD 14-15.064, between Escambia County and the following contractors:

Allsouth Construction Services, LLC
Chavers Construction
Gulf Atlantic Constructors, Inc.
J Miller Construction, Inc.
Midsouth Paving, Inc.
Infrastructure Specialty Services, Inc.
Panhandle Grading and Paving, Inc.
Roads, Inc., of NWF
Utility Service Co., Inc.

The recommendation to award the Contract PD 14-15.064 to the ten contractors, for an estimated annual amount of $3,000,000, went before the Board of County Commissioners on September 24, 2015, and the Contract form indicated at that time was the Attorney's Standard Form of Contract; the Contract PD 14-15.064 is not the Attorney's Standard Form of Contract; the Contract PD 14-15.064 was prepared by Kristin Hual, Assistant County Attorney, for the General Paving and Drainage Pricing Agreement (Funding: Fund 352, Local Option Sales Tax [LOST] III, Cost Center 210107, Object Code 56301; Fund 352, LOST III, Cost Center 350229, Object Code 56301; Fund 181, Master Drainage Basin Funds, Cost Center 210719-210736, Object Code 56301; and Fund 112, Disaster Recovery Fund, Cost Centers 330490-330495, Object Codes 54612-56301).

(Continued on Page 63)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10198 **County Administrator's Report 12. 45.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/05/2016
Issue: Memorandum of Agreement with the Florida Department of Veterans' Affairs
From: Thomas Turner, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Memorandum of Agreement with the Florida Department of Veterans' Affairs - Thomas G. Turner, Human Resources Department Director

That the Board approve and authorize the Chairman to execute the Memorandum of Agreement between Florida Department of Veterans' Affairs (FDVA) and Escambia Veteran's Service Office to establish and formalize the interlocal relationship between the State of Florida Department of Veterans' Affairs and Escambia County, on behalf of the County Veteran's Service Officer as an authorized user of FDVA's VetraSpec technology to manage veterans' case files and records.

[Funding: Fund 001, General Fund, Cost Center 150101, Object Code 55201]

BACKGROUND:

The Florida Department of Veterans' Affairs permits access to its claims management software to counties that execute a Memorandum of Agreement and pay the annual license fee of $399. This software license will improve the BCC's Veteran Service Officer ability to access resources and process claims on behalf of veterans.

BUDGETARY IMPACT:

[Funding: Fund 001, General Fund, Cost Center 150101, Object Code 55201; Funds are available to pay the annual fee of $399]

LEGAL CONSIDERATIONS/SIGN-OFF:

The Memorandum of Agreement has been reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

NA

Attachments

FDVA MOA

Memorandum of Agreement

between

Florida Department of Veterans' Affairs

and

Escambia County

on behalf of the

County Veteran's Service Officer

Table of Contents

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1. Purpose

In order to create greater efficiencies through cooperation as contemplated by Section 163.01, Florida Statutes, this Memorandum of Agreement (herein referred to as "MOA") establishes and formalizes the interlocal relationship between the State of Florida Department of Veterans' Affairs (herein referred to as "FDVA") and Escambia County, a political subdivision of the State of Florida, on behalf of the County Veteran's Service Officer (herein referred to as "the County") under Section 292.11, Florida Statutes, as an authorized user of FDVA's VetraSpec technology acquired through its contract with DataSpec, Inc., Contract No. FDVA-ITN-15-004N, to manage veterans' case files and records in furtherance of FDVA's mission to advocate with purpose and passion for Florida veterans and link them to superior services, benefits and support. In this MOA, FDVA and the County will collectively be known as "the Parties."

2. Background

VetraSpec is a secure, web-based application that FDVA has purchased and implemented as a solution to track veterans' claims, and assist veterans and eligible dependents in accessing all benefits to which they may be entitled.

FDVA makes this application available for authorized users of FDVA and Florida County Veteran Service Officers (herein referred to as "CVSOs") that have paid, directly to DataSpec, Inc., for the licenses to receive services. Qualifying CVSOs become authorized users through the execution of this MOA and in compliance with the terms and conditions of this agreement.

FDVA, in its sole discretion, shall determine if a person qualifies as an authorized user of the FDVA VetraSpec application (herein referred to as "VetraSpec").

3. Scope

The Parties to this MOA agree to be bound by its terms and conditions governing access to VetraSpec by authorized users. Authorized users of VetraSpec shall be responsible for the confidentiality of veteran records and shall not access records of veterans for whom the authorized user does not have specific, written authorization to access on behalf of the veteran.

This MOA applies to all FDVA's VetraSpec authorized users that may include CVSOs; system administrators; and system users.

No person shall have access to VetraSpec without first being approved by FDVA, in writing, as an authorized user.

Authorized users shall operate, at all times, in compliance with the terms and conditions of this MOA and at the express direction of the FDVA.

4. Roles and Responsibilities

4.1 FDVA shall:

4.1.1 Approve qualifying persons as authorized users and coordinate access to VetraSpec for intended use under this MOA.

4.1.2 Monitor usage of VetraSpec by authorized users through compliance checks and quality assurance measures, including conducting audits of authorized user VetraSpec credentials and written authorizations from veterans allowing authorized users to access veteran records.

4.1.3 Ensure all authorized users receive training by DataSpec, Inc., for use of VetraSpec prior to gaining rights and credentials to access and work within the application, and partake in additional training should VetraSpec upgrades so require.

4.1.4 Freely cooperate with authorities legally empowered to investigate, audit, or otherwise review the procedures, data and conduct including the operation and its authorized users under the licensed database held by FDVA.

4.1.5 Report any violation of intended use of accessing VetraSpec under the licensed FDVA database. All violations shall be promptly reported to FDVA and DataSpec, Inc.

4.1.6 Revoke authorized user access to the FDVA VetraSpec database for those whom, in the sole discretion of FDVA, have been deemed to have violated the intended use of the application.

4.1.7 Maintain all electronic discharges that are in the possession of FDVA will be maintained in VetraSpec under the "FDVA" office code.

4.2 County shall:

4.2.1 Pay the annual fee per user in the amount of $399.00, or subsequently-assessed current rate, to DataSpec, Inc. All payments are billed annually on anniversary of signing up for the system and are due and payable to DataSpec, Inc., in accordance with Chapter 218, Part VII, Florida Statutes.

4.2.2 Provide the resources necessary, including computer hardware, software, and personnel support, to effectively operate VetraSpec by each authorized user.

4.2.3 Allow only accredited County Veteran' Service Officers ("CVSOs") under Section 292.11, Florida Statutes, representing or assisting veterans and eligible dependents within the authorized user's office, to access and use VetraSpec. For purposes of this MOA, "authorized user" means any person appointed or designated by FDVA, in writing, to act on behalf of, or in place of a veteran or veteran's eligible dependent.

4.2.4 Access or view only files within the County as authorized by the veteran or eligible dependent, or as required and essential to assisting the veteran or eligible dependent in accessing benefits to which they may be entitled.

4.2.5 Cooperate fully in the mandate that: if a veteran or eligible dependent chooses representation outside his or her home county, the home county office will not access or view that veteran's file unless subsequently authorized to do so, in writing, by the veteran or veteran's eligible dependent which authority can only be granted when the power granted supersedes and replaces the earlier authorization.

4.2.6 Ensure that all inquiries and use of veterans' records are "For Official Use Only." To verify that all access to VetraSpec is "For Official Use Only," authorized users must comply with the following requirements:

(a) Have and keep on file written authorization for release of information, including written appointment of authorized agent, if applicable, executed by the veteran or eligible dependent for whom information is being accessed.

(b) Ensure that all work and inquiries pertaining to a veteran's file shall be limited to, and shall not exceed, the scope of the specific purpose in assisting the veteran and eligible dependent.

(c) Access records of discharges from the US Armed Forces in the possession of FDVA that are not part of an active claim, provided that the authorized user accessing the discharge record has authorization in accordance with section 4.2.6(a).

(d) Ensure that all discharge records in the possession of FDVA will not be viewed outside the scope of official business.

(e) Obtain and review a copy of the release of a discharge to verify that a veteran has authorized access to the record, or if the veteran is deceased, that a qualified official has signed on behalf of the veteran or dependent.

4.2.7 Abide by the existing policies and instructions, as listed in Appendix A to this MOA, for supporting the transmission, use, release, or storage of veterans' and dependents' information.

4.2.8 The Parties acknowledge that VetraSpec facilitates access to data that is protected by State and Federal law. Therefore, strict adherence to the terms and conditions of this MOA are of paramount importance for both Parties to achieve legal compliance. Recognizing that all information in the VetraSpec database is subject to the public records laws of the State of Florida, protecting the privacy of veterans and dependents is imperative. Information obtained under this agreement shall only be disclosed to persons to whom disclosure is authorized under Florida and Federal law. CVSOs shall not use or disclose any information received from VetraSpec under this MOA that is identified as confidential or exempt from public disclosure in accordance

with Chapter 119 and Section 282.318, Florida Statutes, and HIPAA Privacy and Security Rules. Disclosure is restricted to authorized intended uses to assist the veteran or eligible dependent. No information may be disclosed outside these limits without written consent from the veteran and eligible dependents.

Any person who willfully and knowingly violates any of the provisions of this section may be charged with noncriminal infractions up to a third degree felonies as provided in Section 119.10, Florida Statutes, and subject to penalties found in Chapter 775, Florida Statutes. In addition, any person who knowingly discloses any information in violation of HIPAA may be subject to criminal sanctions and civil liability. The duty of each CVSO, to maintain confidentiality of information under this section, continues and survives beyond the term of this MOA or separation from employment by the County.

4.2.9 Information from veterans' files will only be used to assist veterans and eligible dependents. At no time will any CVSO use information for any other purposes including but not limited to:

- Recruitment for membership to organizations, including veterans' organizations.
- Solicitation for firms, whether "for profit" or "not for profit" organizations, seeking to do business with veterans.
- Listing of names for inclusion or inscription on monuments or memorials.

4.2.10 All requests for customization of access to VetraSpec or its reporting or other capabilities shall be submitted to FDVA, in writing, for consideration. FDVA will determine if such customization is beneficial to the State, and if approved, FDVA will submit the request to DataSpec, Inc.

5. Terms of the Agreement and Period of Effectiveness

This MOA will be effective on the date last signed below by the Parties, and will be reviewed annually by the signatories or successors. This MOA shall remain in effect until it is modified or terminated by the Parties. Minor modifications may be made when mutually agreed upon by written addendum, signed by FDVA and the County. Either party, upon 90 days' advance written notice, may terminate this MOA. FDVA may terminate immediately, if, in FDVA's sole discretion, it determines that the County has failed to comply with the terms and conditions of this MOA.

6. FDVA Point of Contact

Alene Tarter
FDVA Director, Benefits and Assistance
727-319-7421
tartere@fdva.state.fl.us

Escambia County Point of Contact

Name: Marvin R. Merillat
Title: County Veterans Service Officer
Phone: (850) 595-1479
E-mail: mrmerillat@myescambia.com

7. Execution of Agreement

The Parties have taken all actions necessary and secured all levels of approval to enter into this MOA. Each signatory has legal authority to bind the public entity it represents and hereby signs to memorialize accord with all terms and conditions.

ESCAMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Grover C. Robinson, IV, Chairman

Date:_____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date: _____

(seal)

Reviewed as to form and legal sufficiency:

Florida Department of Veterans' Affairs

Colonel Alfred D. Carter, US Army Ret.
Deputy Executive Director

Signature:_____

Date: _____

Reviewed as to form and legal sufficiency:

_____

APPENDIX A

Authority and Reference

5 U.S.C. 552, Freedom of Information Act
38 U.S.C. 5902, Recognition of Representatives of Organizations
45 Code of Federal Regulations, HIPAA Privacy
Privacy Act of 1974 as amended by 5 U.S.C. 552a
Section 1106 (A), Social Security Act
Florida Administrative Code, Chapter 55A-3.009, Accreditation to the United States Department of Veterans Affairs
Florida Statutes 119.10, Public Records
Florida Statutes 292.11, County and City Veteran Service Officer
Florida Statutes 775, General Penalties

Acronyms

HIPAA	Health Insurance Portability and Accountability Act
MOA	Memorandum of Agreement
FDVA	Florida Department of Veterans Affairs
POC	Point of Contact
US	United States
CVSO	County Veteran Service Officer

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10217 **County Administrator's Report** **12. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 05/05/2016
Issue: Masonic Grand Master's Visit
From: Steven Barry, District 5 Commissioner
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Masonic Grand Master's Visit - Steven Barry, County Commissioner, District 5

That the Board consider and approve the request from John Mick, President of the Grand Master's Visit Committee, for $1,500 to be funded from the 4th Cent Tourist Development Tax, for the Masonic Grand Master's Visit, and approve the Purchase Order for this purpose.

BACKGROUND:

The Masonic Grand Master's Visit will be held July 9th and has been held in Pensacola for over 16 years. This event has brought in upwards of 400 citizens, which includes residents from Miami, Tampa, St. Petersburg, and Jacksonville. They also partner with local vendors and businesses.

BUDGETARY IMPACT:

The Board placed $250,000 in the 4th Cent Tourist Development Tax reserves. These funds are from the remaining District V allocated portion.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Letter from John Mick

Dawn M. Troche

From: John Mick/[getaway3@cox.net]
Sent: March 8,2015
To: District 5
Subject: Masonic Grand Masters Visit

I have lived in the Pensacola area for the past 16 years and in that time, we have had the Grand Masters visit here in Pensacola.
It is usually an event that is attended by 400 to 450 people. Granted a number of these folks are from the local area, but we have those from Miami, Tampa, St. Petersburg, Jacksonville, and those across the Northern part of Florida who are here for this event who stay in our local hotels and attend our local restaurants.
Thank you for considering us for your financial support.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10182 **County Attorney's Report** **12. 1.**
BCC Regular Meeting **Action**
Meeting Date: 05/05/2016
Issue: NOLF-8/NOLF-X Land Exchange with the United States Navy
From: Stephen West, Senior Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the NOLF-8/NOLF-X Land Exchange with the United States Navy.

That the Board authorize the advertising of the notice required by Section 125.37, Florida Statutes, when negotiations with the United States Navy have concluded and a final Land Exchange Agreement, setting forth the terms and conditions of the exchange of real property in Escambia County known as Navy Outlying Landing Field Site 8 for approximately 601.41 acres owned by Escambia County and located in Santa Rosa County, is ready to be considered by the Board of County Commissioners.

[Funding: Cost Center 110201, Account 54905]

BACKGROUND:

Section 125.37, Florida Statutes, provides that whenever, in the opinion of the Board of County Commissioners, the County holds and possesses any real property, not needed for County purposes, and such property may be to the best interest of the County exchanged for other real property, which the County may desire to acquire for County purposes, the Board of County Commissioners is authorized and empowered to make such an exchange; provided, however, before any exchange of property, shall be effected, a notice, setting forth the terms and conditions of any such exchange of property, shall be first published, once a week for at least two weeks, in a newspaper of general circulation published in the County, before the adoption by the Board of County Commissioners of a resolution authorizing the exchange of properties.

BUDGETARY IMPACT:

Funds for the cost of advertising the notice are available in Cost Center 110201/Account 54905.

LEGAL CONSIDERATIONS/SIGN-OFF:

The notice will be prepared by the County Attorney's Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10196 **County Attorney's Report** **12. 2.**
BCC Regular Meeting **Action**
Meeting Date: 05/05/2016
Issue: Dismissal of the Division of Administrative Hearings Action Contesting the Estimate and Reconciliation for Fiscal Year 2014-2015
From: Charles Peppler, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Dismissal of the Division of Administrative Hearings Action Contesting the Estimate and Reconciliation for Fiscal Year 2014-2015.

That the Board take the following action:

A. Authorize the County Administrator Jack Brown to execute the conditional release on behalf of the County, a copy of which is attached; and

B. Authorize dismissal with prejudice of the pending petition before the Division of Administrative Hearings, concerning Fiscal Year 2014-2015.

BACKGROUND:

Escambia County has annual reconciliations issued to Escambia County by the Department of Juvenile Justice relating to credits for secure detention costs for juveniles. The current challenge relates to fiscal year 2014-2015. Chapter 2016-152, Laws of Florida (2016), was signed into law on March 29, 2016, mandating that allocation of costs for secure juvenile detention shall be equally shared between the State of Florida and the non-fiscally constrained counties including Escambia County.

This Board authorized County Administrator Jack Brown to show Escambia County's support for this new law by a letter dated February 2, 2016. In exchange for enactment of this sharing arrangement, the County would dismiss any pending challenges of annual reconciliations and would not seek credits for any claimed overpayments for any fiscal years prior to fiscal year 2016-2017.

Consistent with the support of this new law and with the terms of the new statute, Section 985.6865, that was enacted and signed into law by Governor Rick Scott, the Board has the opportunity now to designate Mr. Brown to execute the conditional general release and to dismiss its pending challenge to the annual reconciliation issued for fiscal

year 2014-2015.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Deputy County Attorney, Charles V. Peppler has reviewed and approved the attached Conditional Release.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Conditional Release

RELEASE AND WAIVER IN COMPLIANCE
WITH CHAPTER 2016-152, FLORIDA STATUTES (2016)

Pursuant to the provisions of Chapter 2016-152, Laws of Florida (2016), signed into law on March 29, 2016, and creating section 985.6865, Florida Statutes, _____ COUNTY ("the County") hereby releases and waives any existing or future claims and actions against the state or any state agency arising from detention cost share prior to the 2016-2017 state fiscal year. Such release and waiver is specifically conditioned upon the Department of Juvenile Justice's ("the Department") compliance with the provisions of section 985.6865(2), Florida Statutes, which mandates that the Department may not seek reimbursement from counties complying with this subsection for any underpayment for any cost-sharing requirements occurring before the 2016-2017 state fiscal year; the County does not release or waive any existing or future claim or action regarding any failure of the Department to comply with the same.

By: _____

Printed Name: _____

Position/Title: _____

Dated: _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10233 **County Attorney's Report** **12. 3.**
BCC Regular Meeting **Action**
Meeting Date: 05/05/2016
Issue: Mutual Aid Agreement with the Poarch Band of Creek Indians
From: Kristin Hual, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Mutual Aid Agreement relating to Fire Protection Services with the Poarch Band of Creek Indians.

That the Board take the following action:

A. Rescind the prior approval of the Mutual Aid Agreement for Fire Protection Services; and

B. Approve the revised version of the Mutual Aid Agreement for Fire Protection Services and ratify the signature of Fire Chief, Patrick T. Grace.

BACKGROUND:

On March 3, 2016, the Board previously approved the Mutual Aid Agreement relating to Fire Protection Services for the Tribe's property located on the 8100 block of Nokomis Road. Paragraph 10 of the Agreement relating to termination was subsequently revised as follows:

This Agreement shall remain in full force and effect ~~for as long as the Memorandum of Agreement between Escambia County and the Poarch Band of Creek Indians relating to Fire Protection Services remains in effect unless earlier~~ until terminated at the request of either party upon the requesting party providing at least thirty (30) days' written notification of such request to the other party and each department's ECC.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney, Kristin D. Hual drafted the proposed Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Signed Mutual Aid Agreement

MUTUAL AID AGREEMENT

Between

Escambia County Florida Fire Rescue and Poarch Band of Creek Indians Fire Department

Mutual Aid Agreement

We, the undersigned authorized representatives of the Escambia County Fire Rescue ("County") and the Poarch Band of Creek Indians Fire Department ("Tribe"), do hereby agree to cooperate at the scene of any fire or emergency wherein human lives and/or property are threatened on the Tribe's property located in the 8100 block of Nokomis Road in Escambia County, Florida, more particularly described in Exhibit "A" attached hereto. We further agree to abide by the rules and regulations as set forth in this Agreement:

1. Departments agree to provide mutual aid, both upon specific request or automatic alarm assignment, to any emergency with available personnel and equipment. Mutual aid will not be provided if the Tribe feels that rendering such aid will place its other properties or operations in jeopardy.

2. The request for assistance should be made by an officer or the incident commander ("IC") of the department needing such aid. Such requests are to be made through each department's Emergency Communications Center (ECC).

3. All departments agree that assistance in the form of manpower and/or specialized equipment will only be rendered if specifically requested by the County, except as follows:

   A. Preplanned automatic alarm assignments (run orders) are established by agreement of the Chiefs of the departments involved and on file with each department's ECC.
   B. Run orders shall be established indicating the incident types and type(s) and kind(s) of resources required. Modifications to established run orders resulting in increased frequency shall only be made upon agreement of the involved parties.
   C. This Agreement shall supersede any other mutual aid agreements that the participating departments have with each other now.

4. When mutual aid has been requested and is subsequently determined to be unnecessary, the incident commander for the County will cancel the responding mutual aid from the Tribe. The Tribe's responding units shall not be cancelled unless it is

determined that units from the County will arrive on scene prior to units from the Tribe, and that the Tribe's response and mutual aid will not be needed.

5. Whenever the Tribe is unable to respond to a request for aid, the Tribe shall immediately notify the County's ECC who shall advise the County so that alternative arrangements can be made.

6. The County department requesting mutual aid will make every attempt to accurately describe the location, the equipment needed, number of personnel requested, and the condition of the emergency. The Tribe's responding unit(s) will follow all instructions as completely as possible.

7. Unless directed otherwise, upon arrival at the incident scene, responding units will assume Level I staging, and the officer in charge (OIC) of the mutual aid resources will await direction from the IC for assignment. The OIC will deploy his personnel and equipment as directed by the IC. The first department on scene will establish incident command and direct on-scene operations until relieved by an authorized representative of the County.

8. Once on scene of any incident, mutual aid units shall not secure their operations (leave the scene) until the IC has released such units from the scene. In the event that the personnel or equipment of the Tribe is in jeopardy or in the event that the Tribe needs to respond to an incident within their own jurisdiction, the on-scene OIC of such department shall immediately notify the IC of the need to secure their operations and return to their own district. In this event, the IC shall make arrangements to release such units as quickly and safely as possible.

9. The department providing mutual aid shall be responsible for maintaining appropriate certification and insurance for all personnel providing mutual aid.

10. This Agreement shall remain in full force and effect until terminated at the request of either party upon the requesting party providing at least thirty (30) days' written notification of such request to the other party and each department's ECC.

Notwithstanding any of the above, both departments hereby agree to work in harmony for the good of the fire service and for the protection of human life and property on the Tribe's property located in the 8100 block of Nokomis Road in Escambia County, Florida, more particularly described in Exhibit "A". It is further agreed that any changes, alterations, amendments to this document will be made by agreement of the parties involved.

We hereby execute this agreement on this _____ day of _____, 2016.

Patrick T. Grace, Fire Chief

Escambia County Fire Rescue

Ronnie Jackson, Fire Chief

Poarch Creek Indians Fire Department

Approved as to form and legal sufficiency.

By/Title: _____

Date: 4/12/16

OR BOOK 1991 PAGE 537

BUREAU OF INDIAN AFFAIRS, WASH., D. C.
Deed Volume 287 Page 26

STATE OF FLORIDA :
: STATUTORY WARRANTY DEED
ESCAMBIA COUNTY :

KNOW ALL MEN BY THESE PRESENTS: That POARCH BAND OF CREEK INDIANS, a federally recognized Indian tribe organized under the laws of the United States, the Grantor, Route 3, Box 243-A, Atmore, Alabama 36502, for and in consideration of the sum of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS to it in hand paid by UNITED STATES OF AMERICA, in trust for the Poarch Band of Creek Indians as authorized by Sec. 5 of the act of June 18, 1934 (48 Stat. 985, 25 U.S.C. 465), Route 3, Box 243-A, Atmore, Alabama 36502, the Grantee, the receipt whereof is hereby acknowledged, does bargain, sell, convey and grant unto the said Grantee, its successors in trust and assigns forever, the following described real property situated in Escambia County, Florida, to-wit:

> Commence at the Southeast corner of the Northwest Quarter of Section 5, Township 5 North, Range 33 West, Escambia County, Florida; thence go West along the South line of the Northwest Quarter of said Section 5 for a distance of 420 feet; thence run North for a distance of 40 feet to the point of beginning; thence continue North along said line for a distance of 210 feet; thence run West for a distance of 210 feet; thence run South for a distance of 210 feet; thence run East 210 feet to the point of beginning, containing one acre, more or less,

together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and rights of homestead.

IN WITNESS WHEREOF the Grantor has caused these presents to be executed this 21st day of November, 1984.

POARCH BAND OF CREEK INDIANS

Signed, sealed and delivered in the presence of:

By: Eddie L. Tullis
Tribal Chairman

Attest: Eugene Tomlain
Secretary

EXHIBIT
A

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10195 **County Attorney's Report** **12. 4.**
BCC Regular Meeting **Action**
Meeting Date: 05/05/2016
Issue: Carver Park Drainage Project - Encroachment Agreement with Gulf South Pipeline Company, LP
From: Alison Rogers, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Carver Park Drainage Project - Encroachment Agreement with Gulf South Pipeline Company, LP.

That the Board:

A. Authorize the Chairman to execute the Encroachment Agreement with Gulf South Pipeline Company, LP; and

B. Authorize payment of incidental expenses associated with recording the Encroachment Agreement in the public records.

Note there are issues to be addressed by the County Attorney.

BACKGROUND:

Gulf South Pipeline Company, LP (GSP), requires that the County execute its Encroachment Agreement to allow the County to proceed with two projects in the Carver Park area of Cantonment, Florida. The first project for improvements will be from east of CR 297-A to Ransom Street, between Washington and Booker. The engineer has provided a design that would help alleviate the drainage problems between these streets. The outfall to this system will be through a parcel previously acquired from International Paper. The second project for improvements will be along CR 297-A (ECRP to Muscogee). All drainage on the east side of CR 297-A has to be routed through an area occupied by GSP and the improvements for this area will not be completed without the agreement.

BUDGETARY IMPACT:

Funds for incidental expenses associated with the recording of documents are available in the Engineering Escrow Account accessed by the Escambia County Clerk's Office. Funds for other costs are available in Fund 352, LOST III, Cost Center 210107, Object Code 56101, Project # 14EN2605.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has not approved the Encroachment Agreement as to form or legal sufficiency. Attempts to negotiate with the attorney representing Gulf South Pipeline Company, LP, (GSP) have been unsuccessful, and GSP has refused to make any significant changes to the form of the Encroachment Agreement. Issues of concern include the following:

1. The Engineering Department has confirmed that gas lines are located in the immediate vicinity of the project. However, GSP does not appear to have a deed or easement in the project area where its gas lines are located. Still, GSP requires that the County acknowledge that GSP has the right to have their gas lines located in the project area.

2. The County would be required to indemnify and hold harmless GSP, provide it with insurance coverage, and pay all of GSP’s costs, including, for example, the cost of a GSP inspector who will oversee the County's construction project.

3. Overall, the Encroachment Agreement requires the County to subordinate its authority and control over its infrastructure to GSP. As such, the County would no longer have the final determination on what is necessary to protect the public, health, safety, and welfare.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Encroachment Agreement

Prepared by and Recording Requested by:
Gulf South Pipeline Company, LP
2300 Verot School Road
Lafayette LA 70508
985-867-8166

ROW Ref. Bk 164 Pg 108
Escambia County, FL
Sec. 16, T-1-N, R-31-W
Permit No. 6623

WHEN RECORDED, MAIL TO:
Boardwalk Pipeline Partners, LP
9 Greenway Plaza, Suite 2800
Houston TX 77046
Attn: Regina D'Angio
713-479-8088

SPACE ABOVE FOR RECORDER'S USE

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement"), made and entered into this ____day of _____, 2016 by and between **Gulf South Pipeline Company, LP** (hereinafter "Gulf South") and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 3363 West Park Place, Pensacola, FL 32505 (hereinafter referred to as "Permittee").

DESCRIPTION AND LOCATION OF GULF SOUTH FACILITY

Pipeline Name and Diameter: Champion 6"
Station No.: 182+67
GPS Readings: N 30.604399 W -87.328232

Index No.:301-8-2 Item/Tract No. 24
Mile Post: na

Pipeline Name and Diameter: Champion 8"
Station No.: 182+67
GPS Readings: N 30.604399 W -87.328232

Index No.:395 Item/Tract No. 24
Mile Post: na

DESCRIPTION OF PERMITTED WORK AND FACILITIES (collectively, "PERMITTED FACILITIES")

What: 60" storm drain

Where: Ransom Street and Booker Street, Cantonment FL

Plans furnished by Escambia County; Date of Plans: 9/20/2013 Latest Revision Date na

Name of contact for Encroaching Party: Liz Bush

Phone Number: 850-595-3450 or 850-554-3063

WHEREAS, Gulf South owns, operates, and maintains certain pipeline(s), natural gas facilities, and their associated right of ways (collectively, "Right of Way") pursuant to certain deeds, grants, or conveyances recorded in the public records; and

NOW THEREFORE, Gulf South hereby consents to the Permittee constructing, operating, and/or maintaining the Permitted Facilities, as described herein, on, over, and across Gulf South's Right of Way, subject to the conditions and special provisions set forth below:

1) This Agreement and the consent herein is subject to the existing Right of Way rights and/or leasehold interests of Gulf South at the location described above. Nothing herein contained shall be construed to convey, waive, diminish or subordinate any of Gulf South's existing rights whatsoever.

2) Intentionally deleted.

3) Prior to any work being performed in the vicinity of Gulf South's Right of Way, Permittee shall serve telephone notice to the One Call Center at 811. Such notice shall be made at least two (2) but not more

than five (5) full working days before work begins. Permittee shall keep the One Call notifications updated as required by state law.

4) Permittee shall also give Gulf South a minimum of forty-eight (48) hours advance notice of any operations across Gulf South's Right of Way. This notification shall be made during normal business hours to John Bowen at 850-490-0077. Alternate notification can be made to Chuck Chapman at 850-484-0554.

5) The operations conducted by Permittee shall be performed at no cost or expense to Gulf South and shall not interfere with Gulf South's current operations in the area. Gulf South's facility/facilities shall not be removed from service nor will the elevation or placement of Gulf South's facility/facilities or pipeline(s) be adjusted.

6) Subject to the provisions and limitations of Section 768.28, Florida Statutes, Permittee shall be liable for any expense, loss or damage of any kind or nature due to the presence of the Permitted Facilities at this location, including, without limitation, coating repair, pipe replacement, operational downtime or gas loss that Gulf South sustains arising out of or resulting from the operations or activities of Permittee, its agents or employees during construction of and while maintaining and operating said Permitted Facilities in the future.

7) If the Permitted Facilities are damaged or destroyed or if said Permitted Facilities must be relocated or removed due to any emergency, operational or maintenance requirements arising out of the day-to-day business activities of Gulf South, Gulf South shall not be liable to Permittee or to any other person or entity for any damages whatsoever, including, for emphasis only and not by way of limitation, damages of any type arising from the loss of product, loss of profit, interruption of business activity or business loss of any kind. Additionally, any subsequent repair and or reinstallation of said Permitted Facilities shall be at the sole (100%) cost and expense of Permittee.

8) All proposed activities in the vicinity of Gulf South's Right of Way shall be conducted with extreme caution and with an inspector from Gulf South present unless Gulf South has waived, in writing, the necessity of their presence. Permittee hereby agrees to pay any costs associated with a Gulf South Inspector being present during construction and during overtime hours, as follows: all hours after 4:00 P.M. Monday through Thursday, after 12:00 Noon on Friday, weekends and all federal holidays.

9) Gulf South's Inspector shall have authority to suspend any operations conducted within the limits of its Right of Way if, in the opinion of Gulf South's Inspector, those operations compromise safety. Nothing herein shall impose a duty on said Inspector to shut down any operations or to take other remedial steps in the event it should become necessary to do so and Permittee hereby acknowledges that it shall be solely liable for all activities undertaken with respect to the consent herein.

10) Permittee shall at all times maintain the Permitted Facilities in a condition that will not interfere with or endanger Gulf South's Right of Way.

11) Permittee shall conform all construction activity to all applicable federal, state, county and/or local regulations.

12) Permittee shall provide Gulf South unconditional, twenty-four (24) hour per day rights of ingress and egress to and from Gulf South's Right of Way across the Permitted Facilities.

13) Permittee shall not remove Gulf South's pipeline(s), markers or signs from the Right of Way without Gulf South's written consent. Permittee shall inform Gulf South if any facility markings become obscure and shall take corrective measures as requested by Gulf South.

14) Permittee shall warn its excavator that the depth of the pipeline(s) may vary. Permittee shall ensure that hand digging is performed as necessary to expose the pipeline(s) and determine its/their depth.

15) Permittee shall consider special precautions, such as barricading, to prevent adjacent construction activities from encroaching on and/or damaging the Right of Way.

16) Permittee shall backfill or protect any open excavations at the conclusion of each day.

17) Permittee shall not locate a water well, sewage treatment facility, septic tank, leach field, pond, swimming pool, manhole, junction box, catch basin or related facility within the limits of the Right of Way. Permittee shall not install, within the Right of Way, utilities or man-made structures parallel to Gulf South's pipeline(s).

18) Permittee shall not change the grade within the Right of Way. Permittee may add additional cover if it will not hinder normal maintenance and Permittee receives Gulf South's prior approval.

19) Permittee shall furnish Gulf South with an "as-built" plat of the Permitted Facilities to the extent said facilities cross Gulf South's Right of Way, said plat shall be provided within thirty (30) days of completion of the installation of the Permitted Facilities.

20) All crossings should be made as near to a ninety-degree (90°) angle as possible.

21) Permittee and its, independent contractors and subcontractors performing work under this Agreement, shall, at their sole expense, carry and maintain in force throughout the entire time they are performing work on, or operating or own the Permitted Facilities a minimum of $2 million per occurrence commercial general liability insurance, including contractual liability insurance, $1 million per occurrence employer's liability insurance, statutory worker's compensation insurance coverage and, where vehicles are used hereunder, $2 million per occurrence commercial automobile liability insurance, unless otherwise agreed to in writing by Gulf South.. The above-mentioned insurance policies shall have Gulf South, its parent and affiliated companies, named as additional insureds, and all policies shall provide for waiver of all rights of subrogation against Gulf South, its parent and affiliated companies. A certificate of insurance evidencing that the above-mentioned insurance requirements are in effect shall be presented to the Gulf South Land Department prior to the beginning of any work addressed in this Agreement.

22) **TO THE EXTENT PERMITTED BY LAW AND SUBJECT TO THE PROVISIONS AND LIMITATIONS OF SECTION 768.28, FLORIDA STATUTES, PERMITTEE AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD GULF SOUTH AND ITS AFFILIATED ENTITIES AND THE OFFICERS AND EMPLOYEES OF EACH OF THEM (COLLECTIVELY REFERRED TO HEREINAFTER AS "INDEMNITEES") HARMLESS FROM AND AGAINST ANY LIABILITY, LOSS, CAUSE OF ACTION, PENALTY, FINE, COST (INCLUDING, BUT NOT LIMITED TO ATTORNEY'S FEES), CLAIM, OR STRICT LIABILITY CLAIM ARISING OUT OF OR IN ANY WAY INCIDENT TO THE WORK OR SERVICES PERFORMED BY PERMITTEE OR ITS CONTRACTORS OR THE EMPLOYEES OF EITHER, ON ACCOUNT OF PERSONAL INJURIES, DEATH, DAMAGE TO PROPERTY, OR DAMAGE TO THE ENVIRONMENT, REGARDLESS OF WHETHER SUCH HARM IS TO PERMITTEE, INDEMNITEES, THE EMPLOYEES OR OFFICERS OF EITHER OR ANY OTHER PERSON OR ENTITY, AND REGARDLESS OF HOW SUCH INJURY/DEATH/DAMAGE IS CAUSED (BY INDEMNITEES' NEGLIGENCE, THE NEGLIGENCE OF THIRD PARTIES, OR OTHERWISE), BUT EXCLUDING INJURY/DEATH/DAMAGE TO THE EXTENT CAUSED BY THE SOLE (100%) NEGLIGENCE OF INDEMNITEES. PERMITEE'S DUTIES UNDER THIS PARAGRAPH SHALL SURVIVE THE TERMINATION, REVOCATION, OR EXPIRATION OF THIS AGREEMENT. THIS PROVISION SHALL NOT BE NOR SHALL IT BE CONSTRUED TO BE A FURTHER WAIVER OF SOVEREIGN IMMUNITY BEYOND THE LIMITED LEGISLATIVE WAIVER THEREOF IN SECTION 768.28, FLORIDA STATUTES, AS AUTHORIZED BY ARTICLE 10 §13, FLORIDA CONSTITUTION.**

23) This Agreement and the terms and conditions hereof constitutes a covenant running with the property described in the above referenced deed and shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors, and assigns.

24) Each portion of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

25) To the extent that any portion of the foregoing terms and conditions conflict with any of the "Special Provisions" below, the terms and conditions of the "Special Provisions" shall control.

***SPECIAL PROVISIONS:**

1. Permittee shall follow all federal, state and local guidelines, codes and statutes.
2. Permittee shall schedule a pre-excavation meeting with Gulf South to discuss all aspects of the planned activities, pipeline marking schedule and establish lines of communication.
3. Permittee's plans, profiles and crossing method of construction shall be made available to Gulf South upon request.
4. Permittee shall not travel up and down, or store equipment, machinery, vehicles or materials on Gulf South's Right-of-Way at any time.
5. Permittee shall utilize competent designers and employ competent contractors.
6. Gulf South may elect to have an inspector on site for all activities within the pipeline(s) Right-of-Way. Gulf South's on-site inspector shall have the authority to suspend any operations conducted within the limits of its Right-of-Way easement if, in the opinion of Gulf South's on-site inspector, those operations compromise safety.
7. Permittee shall provide support and protection for any Gulf South piping exposed and shall properly backfill excavations to maintain separation and prevent settlement.
8. Permittee shall install timber matting with minimum specifications of 8" H x 48" W x 16' L and with an air bridged timber matting with minimum specifications of 12" H x 48" W x 18' L at all equipment crossing points over Gulf South's pipeline(s) subject to Gulf South's on-site inspector's advice and approval.
9. Permittee shall provide a complete circumferential exposure of Gulf South's pipeline(s) if any of the Permitted Facilities cross under the pipeline(s) by means of open-cut construction. Exposure of the top of Gulf South's pipeline(s) is required if any of the Permitted Facilities cross over Gulf South's pipeline(s) and disturbs soil within twelve (12) inches of the pipe.
10. Permittee shall be required, by Gulf South, to use manual excavation within twenty-four (24) inches from the top and twenty-four (24) inches from each side of Gulf South's pipeline(s). For excavation outside of such boundaries, Permittee may utilize mechanical excavation under Gulf South supervision unless otherwise directed by Gulf South's on-site inspector.
11. Permittee shall maintain a minimum of twenty-four inches (24") of clearance between the Permitted Facilities and bottom of Gulf South's pipeline.
12. The Permitted Facilities shall be installed at a uniform depth across the full width of the Gulf South's Right-of-Way. Permittee shall return Gulf South's Right-of-Way to pre-construction conditions or better. Any areas disturbed during construction on Gulf South's Right-of-Way shall be protected, re-vegetated and restored. Appropriate measures shall be taken to prevent erosion on Gulf South's Right-of-Way.

Special Provisions Reviewed by Gulf South Engineering:* ***DLC* *Initials* ***1/7/16*** *Date*

IN WITNESS WHEREOF, witness the signatures of the parties hereto indicating their respective acceptance and approval of the terms and conditions contained herein this ____ day of _____ 2016.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Grover C. Robinson, IV, Chairman

_____
Deputy Clerk

Date: _____

BCC Approved: _____

Gulf South Pipeline Company, LP
By: GS Pipeline Company, LLC
General Partner

WITNESSES: (2)

_____
Authorized Signature

_____
Signature

Rudy Perciful
Printed Name

_____
Printed Name

Regional Vice President
Title

_____
Signature

_____
Printed Name

GULF SOUTH PIPELINE COMPANY, LP CORPORATE ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ___ day of _____, 2016, within my jurisdiction, the within named _____, who acknowledged that (he)(she) is the _____ of GS Pipeline Company, LLC, a Delaware limited liability company, the general partner of Gulf South Pipeline Company, LP, a Delaware limited partnership, and that for and on behalf of said company, and as its act and deed (he)(she) executed the above and foregoing instrument, after first having been duly authorized by said company to do so.

_____
Notary Public

My Commission Expires:

_____

Gulf South:
2300 Verot School Road
Lafayette LA 70508

Phone No.337-988-7116

Permittee:
Escambia County
3363 West Park Place
Pensacola FL 32505
Phone No.850-554-3063
Elizabeth Bush

For Office Use Only:
Original ROW Grantor: St Regis Paper
LPM No. 519599

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10194 **County Attorney's Report** **12. 5.**
BCC Regular Meeting **Action**
Meeting Date: 05/05/2016
Issue: Assignment and Amendment of Agreement Relating to Legal Services
From: Kristin Hual, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Assignment and Amendment of Agreement Relating to Legal Services as Bond Counsel to Bryant Miller Olive, P.A.

That the Board approve and authorize the Chairman to execute the Assignment and Amendment of Agreement between Escambia County, Florida and McGuire Woods, LLP Relating to Legal Services as Bond Counsel to Bryant Miller Olive, P.A.

BACKGROUND:

By Board action on August 9, 2012, the County previously entered into an Agreement with McGuire Woods, LLP Relating to Legal Services as Bond Counsel with McGuire Woods, LLP (PD 11-12.022). Per the Agreement, Richard I. Lott was assigned as primary bond counsel to the County. Mr. Lott is now employed with the firm of Bryant Miller Olive, P.A., and the parties have mutually agreed to assign the agreement to Bryant Miller Olive, P.A. and designate Richard I. Lott and JoLinda R. Herring as primary bond counsel for the County.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney, Kristin D. Hual drafted the proposed Assignment and Amendment of Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Assignment and Amendment of Agreement Relating to Legal Services

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ASSIGNMENT AND AMENDMENT OF AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND MCGUIRE WOODS, LLP TO BRYANT MILLER OLIVE, P.A.

THIS ASSIGNMENT AND AMENDMENT OF AGREEMENT WITH CONSENT ("Assignment") is entered into by and among 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 McGuire Woods, LLP, a foreign for-profit limited liability partnership, with a principal address of 901 East Cary Street, Richmond, VA 23219 (hereinafter referred to as "Assignor"), and Bryant Miller Olive, P.A., a for-profit corporation authorized to do business in the State of Florida, with a principal address of 101 North Monroe Street, Suite 900, Tallahassee, FL 32301 (hereinafter referred to as "Assignee").

WITNESSETH:

WHEREAS, on or about August 9, 2012, the County entered into an Agreement with McGuire Woods, LLP Relating to Legal Services as Bond Counsel PD 11-12.022 (hereinafter referred to as the "Agreement"); and

WHEREAS, per the terms of the Agreement, Richard I. Lott was assigned as primary Bond Counsel to the County; and

WHEREAS, Mr. Lott is now employed with the firm of Bryant Miller Olive, P.A.; and

WHEREAS, JoLinda R. Herring is also an attorney with the firm of Bryant Miller Olive, P.A., who specializes in the area of municipal law, governmental tax-exempt financings, and blue sky securities law; and

WHEREAS, Assignor now desires to assign all of its rights, duties and obligations under the Agreement to Assignee; and

WHEREAS, Assignee now desires to accept an assignment of Assignor's rights, duties, and obligations under the Agreement with the Agreement amended to reflect that Mr. Lott and Ms. Herring are now jointly assigned as primary Bond Counsel for the County.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, County, Assignor, and Assignee hereby agree as follows:

1. The Agreement is hereby assigned to Assignee, and Assignee accepts such assignment, and the County and Assignor consent to such assignment, subject to the terms and conditions set forth in this Assignment and Amendment of Agreement. All rights, duties and obligations of Assignor under the Agreement shall become the rights, duties and obligations of Assignee immediately upon this Assignment and Amendment of Agreement becoming effective.

2. County, Assignor, and Assignee agree to the assumption of the performance of the Agreement by Assignee, and to the release of Assignor from any further performance under the Agreement.

3. The paragraph 3 (f) of the Agreement is hereby amended to reflect that Richard I. Lott and JoLinda L. Herring shall be the attorneys assigned as primary Bond Counsel to the

County, unless other attorneys proposed to provide the services set forth under the supervision of the primary Bond Counsel therein are determined to be acceptable by the County Attorney.

4. The Agreement and all terms and conditions therein shall remain unaltered and in full force and effect and are hereby ratified and confirmed in all respects, as hereinabove amended. Any reference in the Agreement or in any instrument, document or consideration executed or delivered pursuant to the Agreement to "this Agreement", "hereof", "hereto", and "hereunder" and similar references thereto shall be deemed and construed to be a reference to the Agreement, as amended by this Assignment and Amendment of Agreement.

5. This Assignment and Amendment of Agreement will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to otherwise applicable principles of conflicts of law. This Assignment and Amendment of Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute but one and the same.

6. Each individual executing this Assignment and Amendment of Agreement on behalf of a corporate or governmental party represents and warrants that the individual is duly authorized to execute and deliver this Assignment and Amendment of Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party and in accordance with applicable law, and that this Assignment and Amendment of Agreement is binding upon said party in accordance with its terms.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Assignment and Amendment of 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.

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By:_____
Grover C. Robinson, IV, Chairman

_____
Deputy Clerk

(Seal)

ASSIGNOR: MCGUIRE WOODS, LLP

_____
Witness

By:_____

_____
Witness

Date: _____

ASSIGNEE: BRYANT MILLER OLIVE, P.A.

_____
Corporate Secretary

By:_____

(Seal)

Date: _____

Approved as to form and legal sufficiency.

By/Title:

Date: 4/13/16

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10191 **County Attorney's Report** **12. 6.**
BCC Regular Meeting **Action**
Meeting Date: 05/05/2016
Issue: Settlement of Workers' Compensation Claim Involving Dwight Booker
From: Charles Peppler, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Settlement of Workers' Compensation Claim Involving Dwight Booker.

That the Board approve payment to the claimant, Dwight Booker, in the amount of $97,016.58 for an underpayment of Permanent Total Disability (PTD) benefits inclusive of penalties and interest regarding Mr. Booker's workers' compensation claim, which will be reimbursed by the Special Disability Trust Fund (SDTF), exclusive of penalties and interest.

[Funding: Fund 501, Internal Service Fund, Balance Sheet Account 239898]

BACKGROUND:

Dwight Booker is 60 years old and was born on October 21, 1955. He was employed with Escambia County as a maintenance worker. On May 15, 1989 he lifted bags of bottles into his pickup truck at work and sustained an injury to his low back, which led to Mr. Booker being administratively accepted by the carrier as permanently and totally disabled on May 13, 1991. He was accepted by the Social Security Administration to receive social security disability benefits on July 6, 1991 retroactive to November 1989. He had two minor children at the time. When paying permanent total disability benefits, the carrier also took a social security offset based on the maximum family benefits. Mr. Booker's son turned 18 in 2001; his daughter turned 18 in 2005. PTD benefits continued to be paid; however, no adjustment was made to the amount of the social security offset.

Mr. Booker was also accepted for Special Disability Trust Fund (second injury) reimbursement. SDF-2s have been submitted since 2008. In 2015, the Special Disability Trust Fund investigated the social security offset and questioned the exact dates that Mr. Booker's children were emancipated, the amount that social security reduced any benefits, and the amount by which the social security offset had been reduced. Because no downward adjustment was made to the social security offset when Mr. Booker's son and daughter turned 18, there was an underpayment of PTD

benefits.

Mr. Booker's son turned 18 on September 14, 2001. The underpayment of PTD benefits from that date through February 28, 2005 was $8,342.27. Statutory interest on this amount is $12,920.15. Penalties are $1,668.15. The total past due for this period is $22,930.57.

Mr. Booker's daughter turned 18 on March 1, 2005. The underpayment of PTD benefits from that date through March 17, 2016 is $38,801.49. Interest on this amount is $27,524.46. Penalties are $7,760.06. The total past due for this period is $74,086.01.

The total past due is $97,016.58. The interest amounts are based upon a payment date of May 13, 2016. In the event that the amounts are paid earlier, the interest payment will be reduced accordingly. Once this amount is reimbursed to Mr. Booker, the SDTF will reimburse the underpayment amounts, excluding penalties and interest.

George W. Boring of Public Entity Legal Solutions, the law firm representing the County, has recommended the underpayment be adjusted in this manner.

BUDGETARY IMPACT:

Funding: Fund 501, Internal Service Fund, Balance Sheet Account 239898

LEGAL CONSIDERATIONS/SIGN-OFF:

Mr. Boring will take the necessary legal steps to address the underpayment and seek reimbursement from the Special Disability Trust Fund.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10192 **County Attorney's Report** **12. 7.**
BCC Regular Meeting **Action**
Meeting Date: 05/05/2016
Issue: Settlement of Workers' Compensation Claim Involving Marilyn Brown
From: Charles Peppler, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Settlement of Workers' Compensation Claim Involving Marilyn Brown.

That the Board approve a lump sum payment in the amount of $75,000.00 in order to conclude a full, final, and complete settlement of the pending workers' compensation claim filed by former employee Marilyn Brown. The proposed settlement agreement would fully resolve all past and future medical benefits, indemnity benefits, attorney's fees, costs, and additional benefits available pursuant to the Florida workers' compensation statute.

[Funding: Fund 501, Internal Service Fund, Balance Sheet Account 239898]

BACKGROUND:

Marilyn Brown is a 61-year-old workers' compensation claimant who was employed by the Escambia County Board of County Commissioners as a corrections officer. She was hired on March 26, 1990, and was subsequently involved in at least fifteen reported accidents in the course of her employment. Many of these accidents were relatively minor and resulted in transient injuries that resolved with conservative treatment. However, on June 20, 1993, Ms. Brown sustained an initial injury to her lower back while attempting to subdue an inmate. Following that accident, she underwent treatment with Dr. Robert Flurry. Dr. Flurry noted complaints of lower back pain with radiation into both legs. He diagnosed an acute lumbar strain and prescribed conservative treatment, including medications and a home exercise program.

On September 25, 1995, Ms. Brown aggravated her lower back injury when she fell while attempting to prevent an inmate from falling. Following that accident, she underwent treatment with Dr. Ruben Timmons, a pain management specialist. Dr. Timmons diagnosed a lumbosacral sprain, probable facet arthropathy, and lower back pain with referred pain into the lower extremities. The doctor recommended conservative management, including medications, physical therapy, and consideration of

epidural steroid injections. On April 6, 2000, following the completion of the prescribed course of treatment, Dr. Timmons opined that Ms. Brown had reached MMI, with a 7% permanent impairment rating.

On May 18, 2000, Ms. Brown again aggravated her lower back injury when she was struck by an elevator door. On October 23, 2001, Ms. Brown slipped and fell in the restroom, sustaining additional injuries to her back, neck, lower extremities, and upper extremities. On September 20, 2002, she underwent an IME with Dr. William Smith, who diagnosed cervical and lumbar spondylosis with evidence of a disc herniation at L3-4. Dr. Smith recommended epidural steroid injections in lieu of continued use of Methadone.

During the latter half of 2003, Dr. David Fairleigh, pain management specialist, assumed primary responsibility for Ms. Brown's medical care. Dr. Fairleigh continued to provide conservative treatment. On October 21, 2003, Dr. Barry Lurate, an orthopedic surgeon, conducted an evaluation on behalf of the workers' compensation judge. Significantly, Dr. Lurate opined that although future treatment for the claimant's lower back was attributable primarily to her multiple work-related injuries, future treatment for her neck could not be attributed to her employment. Consequently, subsequent authorized treatment was restricted to the lower back injury.

In 2004 and 2005, Ms. Brown was involved in three additional accidents in the course of her employment that further exacerbated her lower back and lower extremity injuries. Dr. Fairleigh continued to prescribe pain medications and also administered a series of lumbar epidural injections. In January of 2006, the doctor opined that Ms. Brown was no longer able to work as a corrections officer or detention deputy due to her physical restrictions and the risk of further injury. Subsequently, Ms. Brown retired from her employment with Escambia County and was approved by the Florida Retirement System for receipt of disability benefits effective April 1, 2006. Thereafter, the doctor continued to provide conservative pain management.

In 2010, Ms. Brown relocated to Texas. She subsequently commenced treatment with Dr. Wright Singleton, a family practitioner and occupational medicine specialist. Dr. Singleton diagnosed chronic lower back pain and recommended continued pain management. Treatment included several trigger point injections, pain medications, and diagnostic studies in order to assess the progression of the claimant's lumbar disc pathology.

On June 29, 2015, Ms. Brown was evaluated by Dr. Rajesh Arakal, an orthopedic surgeon. Dr. Arakal obtained an updated MRI scan, which showed lumbar spondylosis with multi-level degenerative disc disease and facet hypertrophy, but no evidence of central canal stenosis. In lieu of surgery, Dr. Arakal recommended additional epidural steroid injections, physical therapy, and continued medication management. Subsequently, Ms. Brown continued to pursue treatment with Dr. Arakal. On March 2, 2016, in light of her ongoing symptoms, Dr. Arakal recommended that Ms. Brown consider proceeding with lumbar fusion surgery, which Ms. Brown has declined. Instead, Dr. Arakal recommended that she proceed with additional epidural injections.

Currently, medical expenditures average just over $3,000.00 per year. Over the course

of Ms. Brown's 20-year life expectancy, this equates to more than $60,000.00 in potential medical exposure. In addition, as outlined above, Dr. Arakal recently recommended a course of epidural steroid injections. The costs associated with injections could amount to an additional $5,000.00 or more per series of three. Moreover, while the claimant has not yet elected surgery, if she does so in the future, future medical costs would exponentially increase. The costs associated with a fusion procedure could amount to as much as $50,000.00 or more.

Pursuant to federal law, when considering the settlement of any workers' compensation claim involving a Medicare beneficiary, the parties are required to account for the interests of the Centers for Medicare & Medicaid Services (CMS). In order to comply with this requirement, we recently obtained CMS approval of a Medicare Set-Aside allocation in the amount of $29,821.00. Essentially, CMS determined that this amount from the proposed settlement proceeds is sufficient to adequately account for the claimant's anticipated future Medicare-covered treatment.

In addition to the above-outlined medical benefits, the claimant also remains potentially eligible for indemnity benefits. At present, she retains 88 weeks of temporary indemnity eligibility, which equates to approximately $45,000.00 in potential exposure. She also remains eligible to file a Permanent Total Disability claim, which would result in substantial additional exposure.

The parties recently negotiated and have entered into a provisional settlement agreement releasing the Escambia County Board of County Commissioners and its workers' compensation insurance carriers from liability for future workers' compensation benefits in exchange for a lump sum payment to Ms. Brown. As indicated above, the total funds payable under the proposed settlement agreement amount to $75,000.00. This amount includes the funds discussed above that will be allocated for the CMS-approved Medicare Set-Aside allocation.

The proposed settlement does not exceed the self-insured retention of $250,000.000. Consequently, all settlement funds would be paid by the County. Nevertheless, in light of the substantial potential exposure associated with this claim, Brian T. Hanley, attorney with Public Entity Legal Solutions, recommends that the Board approve the proposed settlement agreement. This office concurs in the recommendation as does Robert Dye, Risk Manager.

BUDGETARY IMPACT:

Funding: Fund 501, Internal Service Fund, Balance Sheet Account 239898

LEGAL CONSIDERATIONS/SIGN-OFF:

Mr. Hanley will prepare all documents to secure the settlement and obtain the appropriate approvals.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10193 **County Attorney's Report** **12. 8.**
BCC Regular Meeting **Action**
Meeting Date: 05/05/2016
Issue: Barney Cash & Irene Cash v. Escambia County Case No.: 2014 CA 000500, Escambia County Circuit Court
From: Charles Peppler, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Settlement of *Barney Cash and Irene Cash v. Escambia County*, Case No.: 2014 CA 000500, Escambia County Circuit Court.

That the Board take the following action:

A. Approve a settlement payment of $31,500.00 to Barney Cash and Irene Cash, his wife, in final settlement of the case styled: *Barney Cash and Irene Cash vs. Escambia County Board of County Commissioners*, Case No.: 2014 CA 000500, Escambia County Circuit Court; and

B. Authorize the County Attorney's Office to accept a general release and hold harmless agreement executed by Barney Cash and Irene Cash; and

C. Authorize the County Attorney's Office to execute a stipulation for dismissal with prejudice upon receipt of the general release and hold harmless agreement.

[Funding: Fund 501, Balance Sheet Account 239898]

BACKGROUND:

Mr. Barney Cash was the driver of an automobile which was involved in a collision with a County owned ambulance driven by County employees on October 22, 2012. Clifton Underwood was a passenger in the automobile driven by Mr. Cash. Mr. Underwood was severely and permanently injured and his case settled for the total sum of $195,000.00. Mr. Barney Cash claimed injury to his back, but has extensive pre-existing conditions involving his low back and both knees which limited his mobility. A jury would have taken these pre-existing conditions into account in determining whether Mr. Cash suffered a permanent injury from the collision of October 22, 2012. This office met with the Board in an attorney/client session on June 2, 2015 and was given maximum settlement authority of $30,000.00. After this meeting, Deputy County Attorney Charles

V. Peppler conducted negotiations with the attorney representing Mr. and Mrs. Cash who proposed to settle this case for an additional $1,500.00, for a total sum of $31,500.00. This office recommends settlement with the additional sum.

BUDGETARY IMPACT:

[Funding: Fund 501, Balance Sheet Account 239898]

LEGAL CONSIDERATIONS/SIGN-OFF:

Deputy County Attorney, Charles V. Peppler negotiated the settlement and will prepare a general release and hold harmless agreement and a stipulation for dismissal with prejudice.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10237 **County Attorney's Report** **12. 9.**
BCC Regular Meeting **Action**
Meeting Date: 05/05/2016
Issue: Settlement of Code Enforcement Matter – 6 Washington Street
From: Meredith Crawford, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Settlement of Code Enforcement Matter – 6 Washington Street – CE#11-01-00115

That the Board authorize acceptance of $4,000.00 from the property owner/violator in order to effect a full, final, and complete settlement of Code Enforcement case CE#11-01-00115 and any and all potential civil claims associated therewith, if any, including any §1983 Civil Rights or Freedom Of Information Act claims.

BACKGROUND:

Bruce Wingate owns property located at 6 Washington Street, Pensacola, Florida. In June 2011, a hearing was held before an Escambia County Environmental Enforcement Special Magistrate wherein the structure on the property was found to be in violation of the Code. In May 2015, Escambia County Environmental Enforcement demolished the structure due to the unabated Code violations. A cost certification hearing was held on April 12, 2016, wherein the Special Magistrate found demolition costs of $4,970.00, court costs of $1,100.00, and daily fines in the amount of $10,510.00 for a total amount due of $16,580.00. At the 2016 cost certification hearing, Mr. Wingate presented testimony and photographs of repair work occurring on the property but admitted that he had not notified the County that any work had occurred on the property.

Mr. Wingate has the right to appeal the Magistrate's findings to the Circuit Court. Mr. Wingate has agreed to waive his right to appeal in exchange for the County's acceptance of $4,000.00 as full and final settlement of this Code enforcement matter, including any other civil claims that may be cognizable.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Meredith D. Crawford negotiated the settlement and has prepared a stipulated settlement and general release and hold harmless agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Settlement Agreement and Release of Claims

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

ESCAMBIA COUNTY

VS.

CASE NO.: CE 11-01-00115
Location: 6 Washington St.
PR# 512S306000000001

BRUCE WINGATE
P.O. BOX 4814
PENSACOLA, FLORIDA 32507

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (hereinafter "Release") is made and entered into by and between Bruce A. Wingate (hereinafter Mr. Wingate) and Escambia County, Florida (hereinafter the County).

WHEREAS, a claim was brought by Escambia County Office of Environmental Enforcement against Bruce A. Wingate in Case Number CE 11-01-00115 related to numerous alleged violations of the Escambia County Code of Ordinances occurring on real property located at 6 Washington Street, Pensacola Florida; and

WHEREAS, Escambia County has taken certain actions to abate the violations, incurring certain costs related thereto; and

WHEREAS, Bruce Wingate has disputed the validity of the costs and fines and has further alleged improper notice by Escambia County prior to the demolition of his property; and

WHEREAS, this matter came on for hearing before the Special Magistrate for Cost Certification on April 12, 2016 and the Special Magistrate ordered that Bruce Wingate be assessed a daily fine of $10.00 per day beginning September 16, 2011 through July 2, 2012, court costs in the amount of $1,100.00, and abatement costs in the amount of $4,970.00. In total, the Special Magistrate assessed an amount due of $16,580.00; and

WHEREAS, Bruce Wingate has thirty (30) days from April 12, 2016 in which to appeal the Special Magistrate's ruling and has further indicated to the County that he intends to appeal the Magistrate's ruling; and

WHEREAS, the parties, Escambia County and Bruce Wingate, desire to fully and finally resolve the aforesaid claim, any appeal of the Special Magistrate's decision related to the claim, and any and all disputes related to this matter.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, in the absence of any of which this Release would not be executed and delivered by Bruce Wingate nor accepted by Escambia County, Florida, and of the benefits and advantages anticipated by Mr. Wingate and the County from the compromise and settlement of these claims and this action, and in consideration of the sum of Four Thousand and No Dollars ($4000.00), for all claims to be paid by Mr. Wingate to the County, Mr. Wingate has acquitted, released, exonerated and discharged the County, its successors, legal representatives, employees, agents and assigned, of and from any and all obligation, liability or responsibility under the laws of the State of Florida, and of any other state of the United States, and of the United States of America, for, from, upon, under, on the account of or growing or arising out of the Environmental Enforcement Action related to property owned by Mr. Wingate located at 6 Washington St. in Escambia County, Florida, Case Number CE 11-01-00115, including, if any, all damages, claims, pecuniary losses, costs, interest, attorney's fees, charges and expenses, of every kind, nature and character, now existing or hereafter arising, known or unknown or hereafter becoming known, accrued or hereafter accruing, resulting directly or indirectly, proximately or remotely, from all and any of the matters and things embraced in the above claims and which were brought or could have been brought related to this matter, and does hereby acknowledge full and complete compromise and settlement. The adequacy of the consideration from this agreement is admitted by the parties, and the parties hereby agree as follows:

a. The amount ordered by the Special Magistrate during the hearing on April 12, 2016 of a daily fine of $10.00 beginning September 16, 2011 through July 2, 2012, Court Cost of $1,100.00, and County Abatement Fees of $4,970.00 (Total amount $16,580.00) shall not be recorded in the public records, or constitute a lien against Bruce A. Wingate, or any of the real property or personal property owned by Bruce A. Wingate.

b. The County shall agree to accept FOUR THOUSAND AND NO DOLLARS ($4,000.00) as payment from Mr. Wingate, which shall constitute full and complete settlement of any and all claims related to this matter and shall result in a lien against Mr. Wingate's real property located at 6 Washington Street, Pensacola, Florida. This agreement shall not be considered to support any finding of any continued violation by Escambia County Code Enforcement against Mr. Wingate.

c. The County shall ensure that no more than FOUR THOUSAND AND NO DOLLARS ($4,000.00) shall be recorded as the lien against Bruce Wingate's real property located at 6 Washington Street, Pensacola, Florida in Case Number CE 11-01-00115.

d. Bruce A. Wingate shall have ninety (90) days from the date of the filing of the lien to pay to Escambia County, Florida a total of FOUR THOUSAND AND NO DOLLARS ($4,000.00) as full accord and satisfaction of the disputed claim for all fines, abatement costs and court fees brought by Escambia County, Florida in Case Number CE 11-01-00115.

e. Escambia County shall record in the public records a satisfaction of lien no later than seven (7) days after full payment from Mr. Wingate is received. A copy of the recorded satisfaction of lien shall be provided to Bruce A. Wingate by certified mail to the address recorded by the Escambia County tax collector's office.

f. Escambia County, Florida shall give Bruce A. Wingate at least thirty (30) days notice in writing by certified mail to the address recorded by the Escambia County tax collector's office prior to taking any action to foreclose the lien that has been agreed to by the parties in this Settlement Agreement and Release of Claims.

g. In exchange for items (a) through (f) of above in this Settlement Agreement and Release of Claims, Bruce A. Wingate hereby waives all claims against Escambia County that he may have arising out of the Escambia County Office of Environmental Enforcement Case Number CE 11-01-00115 for violation of Escambia County Ordinances related to the real property located at 6 Washington Street, Pensacola Florida, to include any FOIA or Section 1983 claim, or any other action.

h. Bruce A. Wingate does hereby release and forever discharge Escambia County, Florida and the Escambia County Board of County Commissioners, their personal representatives, affiliates, agents, purported agents, employees, or assigns, as the same may apply, from any all actions, causes of action, claims or demands related to this matter.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement by their duly authorized representatives on the respective dates under each signature:

COUNTY:

By:_____
Jack R. Brown
County Administrator

_____
Witness

Date:_____

_____
Witness

BRUCE A. WINGATE:

By:_____
Bruce A. Wingate

_____
Witness

Date:_____

_____
Witness